

AGREEMENT FOR RUNNING CANTEEN IN

KENDRIYA VIDYALAYA, No2 (ARMY AREA) PATHANKOT

The main terms & conditions of the CONTRACT are as under-

1. The contract shall remain in force for a period of 01(one) year. It may be renewed by the KV on such terms and conditions as may mutually be agreed upon by both the parties. However, the KV reserves the right to terminate the contract at any time after giving one months' notice, if the KV is not satisfied with the working of the said CONTRACTOR. The CONTRACTOR, if so desires, may seek termination of the contract by giving written notice of not less than three months duration during the agreement period. The CONTRACTOR shall have to vacate the canteen on the day of termination of contract.
2. There shall be no relaxation on Licence Fee due to holidays/ breaks/vacations. The said amount shall have to be paid by the Contractor in advance.
3. Electricity charges according to meter reading of the Electric Meter provided for the purpose for electricity used in the canteen shall be paid by the CONTRACTOR on monthly basis by 7th of the following month.
4. The CONTRACTOR will have to make arrangement for cleanliness of canteen and its surrounding to the satisfaction of the KV. The CONTRACTOR shall also be responsible for the safe and hygienic disposal of the canteen waste.
5. Necessary Valid license issued by FSSAI in favor of the agency/firm.
6. The CONTRACTOR shall arrange for items i.e crockery, utensils, boilers, juice machine, cooking gas cylinders, cooking store etc and items of similar nature of goods quality as approved by the KV at his own cost and maintain the said items in proper and hygienic conditions for due discharge of obligations in respect of running of canteen.
7. The CONTRACTOR will have to provide employees in proper uniforms for service in the canteen as also for the service in Principals chamber and office of the KV, as and when required.
8. The timings of the canteen will be as prescribed by the KV from time to time subject to change. Skeleton services should also be provided beyond office hours.
9. Snacks, tea, etc shall be compulsory provided by the CONTRACTOR in the meetings, Meets, Camps, etc, as and when required and payment for the same shall be made to the Contractor as per the approved rates.
10. The CONTRACTOR will be required to provide canteen service to the staff and students in the canteen premises and also in the Principal's Chamber and in the office at the approved rates.
11. The CONTRACTOR shall employ only such persons as are declared medically fit. No employee will be under the age of 40 years. There should be a lady, above the age of 40 year at the sales counter of the Canteen to deal with the students and, girls in particular.
12. Only cooking gas is to be used in the Canteen which is to be arranged by the CONTRACTOR, himself.
13. The CONTRACTOR shall not use any such electric appliance for the purpose of boiling or cooking in the canteen.
14. The CONTRACTOR will be fully responsible for the repair/maintenance, cleanliness, breakage and damage done to the building and sanitary, electrical and any other fittings and fixtures installed in

the space provided to him by the KV for the purpose of preparing lunch, tea and coffee. Furniture, if any provided to the contractor will be maintained properly. Any loss/damages (including repairs) to the same will have to be made good by the CONTRACTOR at his cost.

15. Materials used for cooking purpose- tea, coffee, spices, food stuffs, vegetable, etc. should be of good quality.
16. The CONTRACTOR will take all necessary precautions against fire hazards and comply with rules and regulations as laid down by concerned local authorities and to the satisfaction of the KV.
17. The rate list and menu as approved by the KV should be displayed conspicuously, daily by the CONTRACTOR. The CONTRACTOR may sell other food items at or below the prevailing market rates.
18. The size and weight including quality of the various items should be the same as approved by the KV. No new items would be introduced without approval of the KV. No rate will be revised without the approval of the KV.
19. The CONTRACTOR will have to employ the required staff at his own cost and bear all the statutory and other liabilities for running the canteen. The contractor will have to pay the minimum wages, EPF, and Bonus etc. as per Employees Provident Fund Act and Bonus as per notification of Govt. of India, issued from time to time to his/their staff. The KV shall not bear any expenditure, whatsoever, on the staff employed by the Contractor.
20. The KV shall not in any manner be treated as the employer of these employees or concerned with the terms of their employment or conditions of their services since the relationship of employer and employees shall always be considered to be between the contractor and such persons as will be employed by him. While engaging his employees the CONTRACTOR will make these conditions clear to them categorically and in writing, and their acceptance of these terms shall be communicated to the KV also.
21. The CONTRACTOR shall be fully responsible for any compensation etc. in case of any injury/casualty or mishap to any employees of the Canteen during canteen working hours.
22. Under no circumstances any of the CONTRACTOR's employees will stay in the KV premises beyond canteen hours after closing the canteen. The CONTRACTOR will ensure that the canteen is properly locked and secured during closed hours of the KV. The access to the space allotted to the CONTRACTOR will be as per the conditions and in the mode as prescribed and regulated by the KV from time to time which will be binding on him and his employees. The KV reserves the right to inspect the premises allotted to the CONTRACTOR at any time.
23. The CONTRACTOR shall not entertain any orders, or supply from outside KV
24. The Contractor will, at all times, ensure disciplined, decent and courteous behavior by him/ is employees while they remain in premises of KV. In case, any of his employees indulges in any act of indiscipline, misbehavior or slogan shouting or indulges in violent act (s) or abets others in doing so and it is prima facie proved, the contractor shall remove the employee concerned from the premises immediately on receipt of written communication from the authorities which will be duly acknowledged by the Contractor.
25. Under exceptional circumstances, the KV reserve the right to change any term and condition, as and when warranted.
26. In case of any dispute arising out of the interpretation of the terms and conditions of the contract, the decision of the Principal, KV, No 2 Pathankot will be final and binding.

27. The CONTRACTOR will not further sub-contract the contract to any other party. In case the contractor is found having sub-contracted this contract, the contract will be terminated without any notice and security deposit will be forfeited.
28. The CONTRACTOR should follow the instructions on Maintenance of hygiene in Canteen as per OM No 10/1/2010 Dir (C) dated 10.08.2010 issued by Govt. of India, Ministry of Personnel, PG & Pensions, Department of Personnel & Training (copy enclosed).
29. The Contractor will also follow all guidelines issued by Govt. of India/ State Govt./Local Administration to curtail COVID-19.

Principal
Kendriya Vidyalaya No.2(Army Area)
Pathankot