

KENDRIYA VIDYALAYA SECTOR-8, R.K PURAM, NEW DELHI-110022**TENDER NOTICE FOR PROVIDING CANTEEN SERVICES****Part A- Technical Bid**

1. Tenders are invited under from reputed firms, for providing Canteen Services in Kendriya Vidyalaya Sector-8, R.K Puram, New Delhi. The contract shall be initially made for a period of **One Year** extendable upto 01 more years subject to satisfactory performance, requirement and mutual agreement. Tender documents may be downloaded from Kendriya Vidyalaya website <https://rkpuramsec8.kvs.ac.in>.

2. SCHEDULE :

	<u>DATE</u>
Published Date	20.06.2023
Bid Start Date	20.06.2023
Bid End Date	10.07.2023 , 4.00 PM
Technical Bid Opening Date	11.07.2023 , 10.00 AM
Financial Bid Opening date	11.07.2023 , 10.00 AM

3. Sealed tenders under two bids system (Technical and financial bids; enclosed in separate envelop and; both envelops should be enclosed in common envelop) are invited from eligible firms with geographical presence in **Delhi/NCR**. Not more than one tender shall be submitted by one contractor or contractors having business relationship. A breach of this condition will render the tenders liable to rejection.

4. Tenderer who has downloaded the tender from website <https://rkpuramsec8.kvs.ac.in> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be black listed from doing business with the Kendriya Vidyalaya Sector-8 R.K Puram, New Delhi.

5. Tenderers are advised to keep checking the website <https://rkpuramsec8.kvs.ac.in> regularly till closing date of submission of tender for any corrigendum / addendum /amendment.

6. Bid Security/ EMD Payment: Earnest Money Deposit of Rs. 40,000.00 (**Rupees Forty Thousand Only**) in the form of Demand Draft in favour of VVN. Kendriya Vidyalaya Shift-1. The bidder shall submit the EMD alongwith technical bid.

7. Bids (Technical) will be opened as per date/time mentioned earlier.

8. Performance Security Deposit of **Rs. 60000 (Rupees Sixty Thousand Only)** shall be deposited by the successful bidder. The same shall be returned to the firm after successful and satisfactory completion of the work for the contracted tenure. The Kendriya

Vidyalaya shall not bear any interest. The Kendriya Vidyalaya Sector-8,R.K. Puram shall reserve the right to forfeit the Performance Security Deposit in case of the firm failing to meet its obligations under the contract terms and conditions.

9. The following documents are to be furnished by the Contractor along with **Technical Bid** as per the tender document:

- i) Demand Draft for EMD.
- ii) Signed and Sealed copy of Registration certificate, PAN No, and GST.
- iii) Signed and Sealed Copy of **Tender acceptance Letter & Letter of authorization.**
- iv) An undertaking on Rs.100/- Non Judicial Stamp Paper that the **agency hasn't been black listed** by a Central/State/UT Government organization.
- v) Experience certificate of similar work for preceding 5 years to be attached.
- vi) Income Tax Return of previous 3 financial years(i.e.2017-18,2018-19,2019-20, 2020-21&2021-22) to be submitted.
- vii) Signed and sealed copy of FSSAI License.
- viii) Certificate of geographical presence in Delhi/NCR as reflected in their registration, PAN, GST, FSSAI etc. No rent agreement will be accepted as proof of geographical presence in Delhi/NCR.
- ix) Certified copy of average annual turnover of Rs. 15,00,000 or more.

10. Scope of work/ location:

- a. Running and operation of Canteen/ Cafeteria including indoor Hospitality services as & when required for Kendriya Vidyalaya Sector-8, R.K Purm, New Delhi for about 5000 plus students & Staff
- b. Hospitality arrangements includes supply of Tea /Coffee /Soft Drinks/Snacks /Lunch to this Kendriya Vidyalaya and also provide the service and Buffet Lunch/Dinner/Tea for various academic and Cultural Activities, National Festivals, Seminars, Conferences, Training Programs etc, as informed by the Vidyalaya from time to time.

11.TERMS AND CONDITIONS:

A.Tenure & Eligibility

- a. The contract will be up to 1year from the date of award.
- b. The bidder must have a valid FSSAI license to sell or deal in food products. The bidder must follow the general hygienic and sanitary practices (GHSP) as stipulated in Part V of Schedule IV of FSS (Licensing and Registration of Food Businesses) Regulations, 2011.
- d. The bidder should have minimum **Five years'** experience of running the canteen in Govt. Institutions/Schools/KVs and reputed institutions. The relevant paper in regard of experience should be attached along with tender.

B. License fee and other Charges

- c. The licensee shall obtain a certificate/permission from the MCD/Delhi

Government/Delhi Police for running the canteen within the School premises.

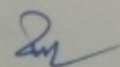
- d. The Licensee shall pay to the licensor a minimum of Rs. **5000.00 (Five Thousand Five Hundred) or above per month** as license fee in advance on or before 7th day of each month at the time of taking over the possession. Other liabilities of successful bidder includes the following:-

- i. Electricity charges-actual basis as per sub-meter reading.
- ii. Water Charges as fixed by MCD Rs. _____ per month.
- iii. Performance Security (Refundable)-**Rs.50,000 (Fifty Thousand)** .No interest on security deposit is payable.

- e. The contractor shall be responsible for the payment of GST on eatables if applicable to the concerned tax departments, and should provide a duplicate copy of the tax receipt to the vidyalaya.
- f. The security deposite/earnest money, may be forfeited, adjusted in case the standard of cleanliness, quality of products and services are not maintained upto mark and in the case of non-payments of office dues.

C. Service

- a. The contractor will be required to provide service in the canteen premises and also in various rooms of the School such as the Principal's office, Staff Room, Vidyalaya Library, Vidyalaya Office and other Staff Rooms. The service would be free of cost and on approved rates for item listed in Appendix 'A'.
- b. The menu would be prepared according to the Vidyalaya from time to time.
- c. Materials used for cooking purpose tea, coffee, spices, food, vegetable etc. should be of good quality and before expiry date.
- d. The contractor will take all necessary precautions against fire hazards.
- e. The rate list and menu as approved by the Vidyalaya should be displayed clearly daily.
- f. The Competent Authority of the Vidyalaya has the right to visit periodically, or have surprise visits to check the quality of food, services, cleanliness of the canteen and report to the Principal.
- g. The contractor shall not sub contract the running of canteen to any other party.No other commercial activity shall be undertaken in the Vidyalaya canteen premises.
- h. The licensee should maintain punctuality in providing the service. The licensee will also have to make special arrangement for breakfast/lunch/dinner in the seminars and meeting as and when required.
- i. The licensee shall not cause any nuisance, annoyance to the students and staff.
- j. The licensee shall not use electric heater or any other heavy duty electrical appliances without the permission of the Authority.



- k. The licensee will not be allowed to add any item other than mentioned in the tender document. If Licensee desires to add any item in the list, he must have to seek the prior permission of the Authority including the items and their rates.

l. In case of violation, strict legal action will be initiated.

D. Timings

- a. The canteen will function on all working days of the week except gazette holidays.
- b. It will function from 7:00 AM to 6:00 PM and may change as per additional requirement. Timing could be flexible but with prior permission from the Vidyalaya Authority.

E. Hygiene and cleanliness:

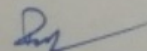
a. The contractor will have to make arrangement for cleanliness of canteen and its surroundings including sewerage to the satisfaction of the Vidyalaya. The contractor shall also be responsible for the safe and hygienic disposal of the canteen waste. The garbage bins should be covered always and away from the eating place.

b. The contractor shall arrange the items i.e. crockery, utensils, boilers, juice machine, cooking gas cylinders, cooking stove etc. and maintain the said items in proper and hygienic conditions.

c. The contractor has to ensure hygiene and cleanliness of the dress worn by the employee during the time of the serving in the canteen as well as in rooms/staff rooms. They should wear photo I-card and should carry clean duster with them always.

F. Canteen Employees:

- a. The contractor shall be subject to the regulation of labour laws of Delhi/Central Government.
- b. The contractor shall be under the discipline of the Vidyalaya and follow the instructions issued from time to time. The Contractor shall in no case disturb the working of the School. The employee should remain decent and courteous. Any of his employees indulging in alcoholics, substance abuse or any act of indiscipline, misbehavior or violent act(s) or abets others in doing so, and if it is prima facie proved, then contractor shall remove the employee concerned from the premises immediately on receipt of verbal or written communication from the authorities of the Vidyalaya.
- c. Only two staff of canteen contractor will be allowed to stay in the canteen after working hours (under special circumstances) with prior permission of the Authority and no unauthorized person shall be allowed to stay in the canteen.
- d. Proper Police verification of person deputed by Contractor shall be done.
- e. Any Dispute/ Litigation is subject to High court of Delhi Jurisdiction.
- f. Any Terms & Conditions not covered in the agreement will be decided by the principal & decision on the same will be final & binding.

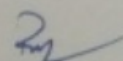


G. Utilization of canteen premises -

- a. The possession of the premises will always be that of KV, Sector-8, R.K. Puram, even when the premises would be in use of the contractor.
- b. The contractor shall have no right to sub-let, assign the licensee in any manner to any third party or authorize any other person to run the canteen once it has been formally awarded to them.
- c. The contractor is responsible to maintain the infrastructure facilities provided by the Vidyalaya such as sitting space, fans, electrical fittings, sanitary fittings, water cooler etc.
- d. No employee/ student/ outsiders will be allowed to smoke or consume alcohol/banned or drugs abuse in the canteen. The contractor shall not keep or sell any tobacco products or any hard drinks, other health hazard articles.
- e. The Licensee shall have no right on the open space adjoining the canteen.
- f. The Licensee shall be deemed to be in the exclusive occupation of the licensed premise and licensor will have the right to enter upon the premise any time to inspect the canteen premises.
- g. The Licensed premises shall be used only for carrying on the business of canteen and for no other purpose.
- h. The license shall not carry out any addition or alteration or structural repairs in the said premises. Only such alteration of addition or repairs which are necessary and are not of permanent nature may be allowed to be carried out by the license but that also with the prior approval/permission of the licensor.

12. Termination of the contract:

- a. The quality of food/services provided will be checked from time to time and if found unsatisfactory the contract may be canceled at any time by the licensor without furnishing any prior notice. The Principal reserves the right to impose a fine if necessary. Maximum amount of fine is to be mentioned.
- b. The decision of licensor/School Authorities in the matter relating to the canteen shall be final and binding on the licensee.
- c. In case of Termination of contract, contractor shall handover possession of canteen premises immediately and no claim of any type from the contractor shall be entertained.
- d. The Contract can be terminated either by the Vidyalaya Authority or the contractor by giving two months of notice. However, if the contractor seeks termination of the contract in between the contract period, his security deposits would be forfeited and if the Vidyalaya does so then the security deposit would be refunded to the contractor.



e. The Vidyalaya reserves the right to reject any or all the tenders without assigning any reason what so ever and is not bound to accept the lowest rates of items.

f. After opening the tenders the canteen committee may visit the sites and may check the preparation of cooked items as specified by the tenderer in support of working experience.

g. Successful tenderer shall execute the agreement on legal stamp paper of Rs.100/- for running & operation of canteen of Kendriya Vidyalaya Sector 8, R.K. Puram, New Delhi and accept tender alongwith terms & conditions which are treated as the part of the agreement.

13. Award of Contract:-

a. Kendriya Vidyalaya Sector 8, R.K. Puram, New Delhi will award the contract to the **lowest evaluated and substantially responsive bidder** as per the terms and conditions incorporated in the bid document.

b. Kendriya Vidyalaya Sector 8, R.K. Puram, New Delhi will communicate the successful bidder by post and mail both.

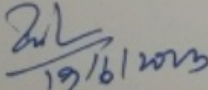
c. The successful bidder will be required to execute an agreement in the form specified within a period of 15 days from the date of issue of Letter of Offer.

d. The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of 'Letter of Offer' for an amount of 10% of the total bid value for the period of One years in the form of bank gaurantee by a Nationalized Commercial bank or Demand Draft in favour of "Kendriya Vidyalaya Sector 8, R.K. Puram, VVN Account". The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.

e. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of Bid Security.

f. If the successful bidder who has been awarded the contract fails to execute the work within one month from the date of award of contract, Kendriya Vidyalaya Sector 8, R.K. Puram, New Delhi reserves the right to withdraw the award of contract offered to the bidder and his EMD/Performance Security will be forfeited.

g. In case of tie in financial bid, bidder having maximum experience of working in KVs will be given preference in awarding the contract. If tie condition prevails, decision of chairman ,VMC will be final.


19/6/2023
(RABINDRA KUMAR)
Principal

Annexure-I

UNDERTAKING

I/We have read the terms and conditions of the tender clearly and I/We agree to a bid by them fully. On the acceptance of the offer I /We will run the canteen at Kendriya Vidyalaya Sector 8, R.K. Puram, New Delhi in compliance with the terms and conditions thereof.

Signature of the Contractor Name:

Address and Phone Number:

Email:

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Annexure-II

Tender for Running Canteen in Premises of Kendriya Vidyalaya Sector 8, R.K. Puram, New Delhi

I am submitting the tender for providing catering services in Kendriya Vidyalaya Sector 8, R.K. Puram, New Delhi on contract basis as per details given below:-

Name of the Contractor:

Address:

Phone No: Mobile:

Email :

Registration/License No.(If a co-operative society)

(Attach attested Photocopy of license issued by the competent authority)

Details of contracts executed till date (in a separate sheet with proof) in the following format

S.No. Nature of Contracts Period Name of the Government/Educational Institutions/K.V.s

I)
II)

S.No. Present Contracts in hand Period

I)
II)

GST number__

7 PAN no:_____

Man Power/Resources available:

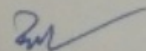
Name of banker/s with address

Account No.

IFSC No:

Any other relevant information including information about conviction or pending cases under the Prevention of Food and Adulteration Act 1954

Name of Bidder:-



PART- B: FINANCIAL BID

S.No	Menu Item Name	Unit Rate (Rupees), including all taxes, duties and services (B)
1	<p>A. Breakfast (200 ml Milk, 04Pcs Bread with butter and 04 pcs Bread with Jam or 06 to 08 pcs of idli, Sambar, Chatni or 04 pcs Aloo parantha, 02 pcs of banana or 01pcs of apple and 02 eggs.</p> <p>B. Lunch (Chapati, Rice,Sweet, any Dal or Rajma or Chana,Seasonal mixed vegetable, paneer for vegetarians,salad papad, Pickles and chicken/fish for non-vegetarians.</p> <p>C. Evening Snacks (Juice-200 MI with snacks (i.e. sandwich/samosa/bread pakora/paneer pakora etc)</p>	
2	<p>A. Dinner (Chapati, Rice,Sweet/any Dal or Rajma or chana,seasonal mixed vegetable, paneer for vegetarians, salad papd, pickels and chicken/fish for non-vegetarians</p> <p>B. Night (Bed-time):- Milk 200 ml. + Bed Roll with blanket & pillow</p>	
3	<p>MENU FOR WORKING LUNCH DURING IN-SERVICE COURSE/SEMINAR FOR STAFFS</p> <p>1. Morning Tea: Sandwich, Dhokla, Poha/ Idli/ Upma and Sweet</p> <p>2. Lunch: (Pulao/Rice,Dal, 01 fried Vegetable , 01 Paneer vegetable,04 Chapati, Raita, Salad)</p> <p>3. Evening Tea with snacks</p>	
4	Hot tea/ Hot tea(Dip) : One Cup (125 ml)	
5	Hot Coffee : One Cup (150 ml)	
6	Samosa-Per piece: Potato with peas/onion 01 piece	
7	Aloo Banda- Per piece : Potato with peas/onion 01 piece	
8	Bread Pakoda Per piece : Potato with peas 01 piece	
9	Mix Pakoda(Bhaji Bada): 50 gm	
10	Sambar Vada (Two piece) : 100gm with sambar	
11	Idli (Two piece) : 100 gm with sambar	
12	Poha: 100 gm(01 plate)	
13	Dahi bada : 100 gm (01 piece)	

14	Mangodee or Cream Roll : 100 gm Mangodi or 1 piece cream roll	
15	Bundi Ladoo	
16	Gulab jamun	
17	Mineral water(Oneltr.)Bisleri,Aquafina,Kinley)	
18	Mineral water(Halfltr.)(Bisleri,Aquafina,Kinley)	

All prices are inclusive of all applicable taxes (including GST).
 Branded/Packed items shall not be more than MRP.

Signature of Bidder & Stamp

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Annexure-III
AGREEMENT

THIS AGREEMENT has been made on thisday of at Delhi **BETWEEN** Kendriya Vidyalaya Sector 8, R.K. Puram, New Delhi (hereinafter referred to as the KV) through its Principal **AND** M/s..... Proprietor, hereinafter called the Contractor of the other part.

Whereas the Contractor approached the Principal, through proper channel through the process of calling for tenders through advertised tender enquiry and having the maximum experience of having worked in Government of India departments, the decision to grant him a permission for running the Canteen located within the premises of Kendriya Vidyalaya Sector 8, R.K. Puram, New Delhi.

And whereas the Principal, after following the due procedure, has agreed to provide the said Contractor for running the Canteen on the terms and conditions here in after setout:

The Principal hereby grants a permission to the Contractor to run the Canteen. The contract for the Canteen of Kendriya Vidyalaya Sector 8, R.K. Puram, New Delhi shall be for a period of 01 Year w.e.f. To ... The contract shall come to an end on the expiry of 12 months and no separate notice will be served or required on either side. It is understood that the Contractor will provide all services agreed upon for the entire period of the contract not discontinue the same in the middle of the semester or course.

The Contractor shall serve food items strictly as per this agreement (sample menus attached) and the Principal or her authorized officer may at any time enter the premises for general inspection without any prior notice. Such officer shall also be entitled to take away sample of food and other items prepared by the Contractor, free of cost, for the purpose of inspection, testing, trial or analysis with a view to ensure that the food items served by the Contractor are wholesome edible food and conform to the general guidelines/standards normally prescribed by MCD in respect of such food items for human consumption. If the food supplied by the Contractor is found to be of substandard quality then the Principal may cancel this agreement forth with without giving any notice.

The Contractor shall prepare and prominently display the menu for the day, which will be prepared in Canteen.

The food shall be cooked, stored and served under hygienic conditions. The contractor shall ensure that only freshly cooked food is served, and that stale food is not recycled. Stale food shall be removed from the canteen premises as soon as possible. Un-refrigerated cooked food, not consumed within 6(six) hours in summer months and 10(ten) hours in winter months, shall be deemed to be stale and unfit for consumption.

The food shall be neither too spicy nor too oily. The food preparation shall be wholesome and shall generally cater to the taste of the staff and students.

The food shall be cooked and served in clean utensils and no laxity shall be permitted in this regard. The utensils shall have to be maintained sparkling clean at all time.

The contractor shall pay special attention to maintain the canteen in a neat and tidy condition at all times. For this purpose, the canteen shall be cleaned thoroughly after each meal. The waste material and unused/leftover food from canteen shall be removed from canteen premises everyday.

Such other infrastructure as may be required for cooking, serving and catering the regular meals and other items, including refrigerator, geyser, crockery, cutlery, tables, flower vases, and liveries for canteen staff shall be arranged by the Contractor on his own cost and risk. The Contractor shall use cooking gas at his own expense and risk for cooking purpose and shall not use any other kind of fuel or electric heater. The contractor shall not be allowed to use electricity as a cooking fuel.

However, use of toasters, refrigerators, geysers, water coolers, mixer/grinder, oven and other equipments for cutting/grilling vegetables, etc. shall be permitted. Any other electrical cooking appliance may also be used by the service provider after obtaining prior written permission the Principal.

The Contractor shall keep suggestion/ complaint book for consumer to lodge their complaints/ suggestions and shall abide by the decision of the Principal made in respect of any complaint/suggestion and shall be bound to follow the same.

The Contractor shall keep the canteen open every day from 7.00 a.m. to 6.00 p.m. or as is decided by the Principal from time to time.

The Principal shall provide a suitable space to the Contractor for being used as a pantry and kitchen. This shall not confer any right in or upon the said premises of any kind what so ever. The Contractor to use the said space shall be co-extensive with main contract(i.e. the Agreement), and the said Contract shall automatically come to an end on the conclusion of the same, as the case may be, on any ground whatsoever.

The Contractor shall ensure that the pantry, the kitchen and hall, furniture, water cooler, refrigerator, fans, tubes, tables and benches in the hall are kept neat and clean at all the times.

The Contractor shall not carry out any addition/ alteration in the portion allowed to him for the above purpose, except with prior written permission from the Principal.

The Contractor shall vacate the premises within 12 hours of the conclusion of this agreement or on the termination of this agreement, if takes place at an earlier date.

The Contractor shall be allowed to remove his/her utensils and equipments, from the premises only after he/she obtain a 'no dues' certificate from the Principal.

It shall be the responsibility of the Contractor to give a clean and vacant possession of the premises on the conclusion or termination of this agreement.

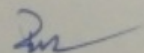
The Contractor shall pay fees Rs. _____ per month for the use of the premises allowed to be used for pantry and kitchen and other related purpose.

The Contractor will also be provided with electricity connection and he/she shall payRs. _____for electricity charges every month as per actual use.

The Contractor will also be provided with water supply and he/she shall pay Rs. _____-per month/ as per actual use; whichever is more or as is decided by the Principal from time to time. Water tankers, if found necessary on account of shortage of water supply, shall be arranged by the Contractor at his/her own expense. However the same shall be brought in the Vidyalaya premises only with a prior approval of the college.

The Contractor shall engage his own staff as may be required for efficient running of the Canteen. The Contractor shall engage such staff with prior police verification and shall provide a list of such staff along with their permanent and local addresses. The Contractor shall take all reasonable precautions to ensure that staff engaged by him attire themselves, while on duty, in proper uniform to be prescribed in consultation with the Principal and maintain at all times the decency norms so as to behave with the Staff, students in a civil, sober, polite and honest manner.

The Contractor shall ensure that the dues of all the employees engaged by him are paid in time. The contractor shall not pay less than what is provided under the law to workers engaged by him for the work. The contractor shall be required to comply with all statutory norms including the provisions of Minimum Wages.



The contractor shall be liable to comply with all Labour Laws including Employee's State Insurance Act 1948 and Employees' Provident Fund and Miscellaneous Provisions Act 1952. The contractor shall also be responsible for violation, if any, of the provisions of the said Acts, the Principal shall have no liability on this account.

The Principal shall not be liable for any payment to the staff of the Contractor on account of Salary and Allowances, Leave, Uniform, Medical Aid, Insurance Policy, Provident Fund, ESI dues, and Services Tax payable to Govt. of Delhi/India etc. whatsoever, which shall be the responsibility of the Contractor. The Contractor shall also ensure that the norm prescribed by the Human Rights Commission or Government of India, Minimum wages Act, Provision of Industrial Disputes Act or any such other legislation, to the extent applicable, are fully observed by the Contractor and the Principal is kept harmless and indemnified in this behalf. The Contractor hereby undertakes to keep the Principal harmless and indemnified against any claim or demand of his workmen under any industrial law for the time being in force, or as may be amended from time to time.

The Contractor shall install firefighting equipment in the kitchen as per Fire Regulation and keep the premises harmless and indemnified against any damage arising on account of fire, theft or negligence on the part of the Contractor or his staff, to any property, or to any resident or staff, such loss or damage shall be made good at the cost of the Contractor.

The contractor shall be responsible for his employees in observing all security and safety regulations and instructions as may be issued by the Vidyalaya from time to time. However, the contractor shall not in any capacity employ any person(s) of bad character or any person whose antecedents are not acceptable to the Vidyalaya.

In case, the Vidyalaya suffers loss of any nature on account of the contract or or his employees for not following security/safety regulation/instructions, the contractor shall be liable to make good the loss as determined by the Vidyalaya at its sole discretion and the Vidyalaya shall have the right to recover such losses, etc., from the dues payable to the contractor and/or his security deposit with the college.

The Contractor shall deposit a Bank Draft of Rs. _____ (Rupees _____ only) in favour of "Kendriya Vidyalaya Sector 8, R.K. Puram, VVN Account" as interest free security before the award of this agreement, which shall be refundable to the Contractor on the conclusion or termination of this agreement after adjusting such amounts as may be found due from the Contractor including fines, if any, imposed upon the Contract or on account of deficient services.

If in any circumstances the contractor is not able to perform his contract or leaves the same in-between then the security deposit made by the contractor shall stand forfeited and the contractor shall be liable to pay damages to the Vidyalaya equivalent to two months of contract charges per month.

This agreement may be renewed by the parties on such terms and conditions as are agreed between the parties on the conclusion of this agreement. The renewal of the contract if any should be discussed and confirmed in the 11th month of the contract only. However, unless the contract is renewed, it shall come to an end as aforesaid.

The Principal may appoint a sub-committee to monitor the performance and quality of food and other items supplied by the Contractor and if at any time it is found that the Contractor fails to fulfill any of the conditions of this agreement, the Principal impose a fine/ penalty up to Rs. _____ (Rupees _____ only) per default or terminate the contract by giving one month's notice to the Contractor. However, if the period of not ice falls short of one month because of the contract coming to an end in its natural course, such a notice will be only for such no. of days as may be left for the contract to expire in its natural course in such case, the conditions for one month shall not be applicable nor insisted.

The Contractor shall adhere strictly to the Agreement in contravention of any terms of the Agreement, the Contractor shall be liable to pay Rs. _____ (Rupees _____ only) as fine/ penalty for each violation.

The Vidyalaya shall at any time be entitled to determine and terminate the contract for any reason including unsatisfactory performance or violation of Minimum Wages Act or any other statutory regulations of any of the other terms and conditions of the contract. A notice in writing from the vidyalaya to the contractor shall be issued giving 30 (Thirty) days time for such termination and vacation of the premises, without assigning any reasons thereof. Under exceptional circumstances, this 30 day period may be appropriately reduced. However, the termination of the contract shall not relieve the service provider of any of his obligations imposed by the contract with respect to the work performed by them prior to such termination.

The Vidyalaya can also terminate the contract in case of more than three complaints regarding quality of food and behavior of staff are received by the Principal from the students or the Vidyalaya staff or if more than three penalties are imposed on the contractor.

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before/ after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, shall be referred to a Sole Arbitrator to be appointed by the Principal of the Vidyalaya at the time of the dispute. The award given by the arbitrator so appointed shall be binding on the parties. It will not be open to the parties to challenge the jurisdiction of the arbitrator after the award has been made. If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns/withdraws for any reason from the position of arbitration, it shall be lawful for the Principal of the Vidyalaya to appoint another to act as arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which it was left by his predecessor if both the parties consent to this effect failing which the arbitrator shall be entitled to proceed de-novo. The venue of arbitration shall be at Delhi. Subject as aforesaid the provisions of the Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactment thereof rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

The contract shall be governed by and constructed according to the laws in force in India. The Contractor shall hereby submit to the jurisdiction of the courts situated at Delhi for the purpose of actions and proceedings arising out of the contract and the courts at Delhi shall have the sole jurisdiction to hear and decide such actions and proceedings.

The employees hired by the contractor should be fully Covid-19 vaccinated and should follow covid-19 norms whenever needed as per direction given by the Government of India/Delhi Government.

The contractor and employees should not enter the premises with alcohol/drugs.

In witness whereof the parties have set their hands here to in presence of witnesses.

Principal Contractor

Witnesses:

Place:Date: