

केन्द्रीय विद्यालय संगठन

केन्द्रीय विद्यालय क्र० 1, ऊधमपुर

पो०ऑ० गढ़ी, ऊधमपुर-182121 (ज० व क०)

KENDRIYA VIDYALAYA NO.1 UDHAMPUR

P.O.Garhi, Udhampur-182121 (J&K)

Tel. 01992-242079, 243002(Fax), Website : <https://www.no1udhampur.kvs.ac.in>

E-mail: pkv1udh@gmail.com Station Code : 389, K V Code : 1700, SmartSchool, Estd. : -01-09-1965

Ref No: F.Tuck Shop/2019-20/KV-Udhp/

Dated: 20-11-2019


The Advertising Manager
Chetna Advt & Marketing Services
Jammu

Subject: - Advertisement for Tender of Canteen Service Contract.

Sir,

Please arrange to advertise the following in your esteemed daily News Paper **Amar Ujala (Hindi)** immediately and submit the bill for payment. The advertisement should be in minimum space in order to avoid heavy bill.

Yours faithfully,


Principal
Kendriya Vidyalaya No. 1
Udhampur (J&K) - 182121

केन्द्रीय विद्यालय क्र० 1, उधमपुर(ज० व क०)

निविदा सूचना

केन्द्रीय विद्यालय क्र० 1 उधमपुर में अधोलिखित विवरणानुसार दिनांक 05-12-2019 को विद्यालय कैंटीन के लिए निविदाएँ समय 01:30 pm तक आमंत्रित की जाती हैं। इच्छुक फर्म मालिकों से निवेदन है कि वे अपनी फर्म का पंजीकरण दिनांक 28-11-2019 समय सायं 04:00pm बजे तक कर सकते हैं। पंजीकरण सम्बंधित जानकारी एवं निविदा फॉर्म व इससे सम्बंधित दिशा निर्देश विद्यालय की वेबसाइट (<https://www.no1udhampur.kvs.ac.in>) से प्राप्त कर सकते हैं या विद्यालय कार्यालय से 50रु में प्राप्त किया जा सकता है। निविदाएँ जमा करवाने की अंतिम तिथि 03-12-2019 समय 03:00pm बजे तक निश्चित की गई है। इसकी सूत्र में अग्रिम राशि 3000रु रखी गई है जो राशी ड्राफ्ट/चेक द्वारा निविदा फॉर्म के साथ संलग्न करनी है। इस निविदा में केवल वही फर्म रजिस्टर होगी जिसका पंजीकरण FSSAI के नियमानुसार होगा।

TENDER NOTICE

Bid for allotment of Tuck Shop/Vidyalaya Canteen of K.V.No.1, Udhampur will be held in the Vidyalaya on 05-12-2019 at 01:30pm. The Tender Form and other details can be obtained from the Vidyalaya website (<https://www.no1udhampur.kvs.ac.in>) upto 28-11-2019 till 04:00pm or can be obtained from the Vidyalaya Office on any working day by paying Rs. 50. The last date for the submission of Tender is 03-12-2019 till 03:00pm alongwith earnest money amounting Rs. 3000 through Draft/Cheque. Only those firms that are registered with FSSAI license as per rules and regulations of the Food Safety and Standard Act 2006 are eligible to apply.

Sd-
प्राचार्य

CANTEEN SERVICES

Canteen Location : Campus of Kendriya Vidyalaya No.1, Udhampur
No. of Staff Members : Approx 100
No. of Students : Approx 2500

Tentative Menu

S.No.	Description of Items	Quantity	Rate (Rs.)
1	Tea/ Lemon Tea	200 ml	
2	Fruit / Flavoured Milk/ Butter Milk/Lassi	200 ml	
3	Veg. / Paneer Samosa	100 gm	
4	Bread Pakora Double	100 gm	
5	Bread Pakora (Stuffed)	100 gm	
6	Juices of Standard Co. / Milk / Coconut Water	As per printed quantity	
7	Toffees / Biscuits / Chocolates of standard Co.	As per printed quantity	
8	Chana Bhatura	Two Pieces	
9	Bread Butter (Amul)	Two Pieces	
10	Idli Sambar (with Coconut Chutney)	Half Plate Full Plate	

Note:- 1. Single use plastic is not permitted, No Polythene bags, No Sauce Sachet, Plastic Spoons, Plastic plates etc.

- Minimum 5% discount must be given on the existing Market rates.
- Minimum rent of the Canteen is Rs. 5000/- per month and Electricity & Water charges will charged extra as per the bill provided by the MES.
 - Preparation / Sale of any other item than stated above, the Firm can sell with the prior permission of the Principal.
 - Canteen Contractor has to supply only hygienic eatable items. For this a Committee has been constituted who can check the items at any time.
 - An amount of Rs. 3000/- as earnest money is to be deposited in the Office during the submission of Tender.
 - The Contractor receiving agreement has to deposit Rs. 20,000/- as earnest money while signing the contract.
 - No rent / rebate will be charged for vacation i.e. May & June month.
 - The Contractor has to place a list of items with rates in the Canteen.
 - The Canteen should be remained opened during School hours and students will be allowed to visit the Canteen only during break/before & after school timing.
 - The Canteen should be for the Staff and students and not for outsiders.
 - The cleanliness of the area in and around the Canteen in and be the responsibility of the Contractor. The used disposables should be thrown in the dustbin.
 - Rent to be deposited before 10th of every month in advance.
 - Furniture & Fixtures will not be provided by the Vidyalaya.
 - No credit will be given on purchase and Principal will not be responsible for any credit.

AGREEMENT FOR ENGAGING OF AGENCY FOR PROVIDING SERVICES FOR VIDYALAYA CANTEEN / TICKET SHOP OF KENDRIYA VIDYALAYA

This agreement is made the--- day of --- of --- between Kendriya Vidyalaya (Name of the Vidyalaya) {hereinafter called the Vidyalaya} of the one part and --- {hereinafter called the Contractor} of the other part.

Whereas, the Vidyalaya desires to have certain services as mentioned in the Appendix-I/II/III to this Agreement executed on the basis of specification/schedule/rates and each of which documents has been kept signed in duplicate by on behalf of the parties hereto for the purpose of identification and shall be treated as part or parts of this Agreement.

Now, it is hereby agreed by and between the parties as follows:

1. For the consideration hereinafter mentioned, the contractor shall, upon and subject to the condition annexed hereto, execute and complete the works as shown and described.
2. That this Agreement/contract is valid for a period of -----.
3. The Vidyalaya will pay the contractor a lump-sum amount of Rs. ----- {Rs. -----} (or such other sum as shall become due and payable hereunder) in accordance with the rates or acceptance of the schedule of rates at the time and in the manner specified in the conditions:-

CONDITIONS:-

1. The said contractor shall execute/provide the services as mentioned in Appendix-I/II/III with his own efforts and labour according to the directions of the Vidyalaya or its duly appointed person/agent given from time to time.
2. The said contractor shall during the currency of the Agreement provide such labour as is required for carrying out the services as contained in the Appendix I/II/III.
3. The said contractor shall execute the said services under his direct personal supervision and in the best workmanlike manner and shall not on any account whatsoever, employ a sub-contractor except with the prior written consent of the Vidyalaya, which the Vidyalaya may in its absolute discretion withhold without assigning any reason.

4. The Vidyalaya shall pay to the said contractor on the ---- day of ---- each month against his running bills 50% of such sum as he claims or entitled to on the satisfaction of the services rendered and according to the approved rates mentioned in the schedule/rates appended hereto.

5. The Vidyalaya shall not be liable to pay any sum of money to the contractor or any one else claiming under this contract over and above what is payable under this contract to the contractor.

6. All moneys which the said contractor shall be liable to pay to the Vidyalaya on account of the breach of this agreement/contract or on any other account shall be deducted by the said Vidyalaya from and set off against any money or moneys which may be due to the said contractor on account of the carrying out the services of the contractor.

7. The contractor shall remain liable to and shall indemnify the Vidyalaya in respect of all causes of action, claims, damages, compensation or costs, charges and expenses arising out of any accident or injury sustained by the students or employees of the Vidyalaya or anyone else in the Vidyalaya, caused directly or indirectly by anyone in the employment of the contractor or any person claiming to be employed with the contractor or any person claiming to be the agent of the contractor etc. while in or upon the services being rendered out of any act, default or negligence, error in judgement on his part.

8. The Vidyalaya shall be entitled to determine this agreement/contract and discharge the contractor without prejudice to other rights and remedies available to it, if the contractor shall become insolvent or fails and/or neglects to carry out instructions on its behalf or to complete the services or suspend the same or delay the progress thereof without reasonable cause. It is made clear that the essence of this contract is the satisfaction of the Vidyalaya regarding the performance and proper execution of the services.

9. In case of termination of this Agreement or Contract and/or discharge of the contractor as here-in-before stipulated, the Vidyalaya shall be entitled to appoint a new contractor or contractors to continue according to the Vidyalaya's specifications and authorise the contractor/contractors to use any plant, materials and the property of the contractor left upon and the contractor shall, in such case lose and forfeit all the interest whatsoever under this Agreement or Contract, except his claim for money unpaid on settlement of account between the parties and scrutiny of all his bills.

10. The contractor shall, at all point of time, during the currency of the Agreement/Contract, follow the laws applicable for the purpose of carrying out the services for the Vidyalyaya.

11. The Contractor shall carry out any work that may arise directly or indirectly for executing the services which may be incidental for the purpose of rendering the said services.

12. In case any dispute or difference shall arise between the parties during the currency of or after the agreement/contract has come to an end after the period of this agreement gets over whichever is earlier or abandonment of the work/services as to the meaning of this contract or touching or relating either to the services or to any other matter or thing arising directly or indirectly under this agreement/contract, then, and in such an event, the same shall be referred to Arbitrator and the final decision of a single Arbitrator to be appointed by the Vidyalyaya who alone shall consider and determine the same and whose certificate or award shall be binding and conclusive upon both the said parties.

In witness whereof the said Vidyalyaya and the Contractor have
herein respectively signed on the ----- day ---- and month and
----- year.

REQUIREMENTS FROM THE STAFF OF THE AGENCY :
THEIR DUTIES : BEHAVIOUR, ETC

- (1) The Contractor shall comply with all the laws and regulations applicable in the matter of such workers as are engaged by it.
- (2) The Contractor's staff shall not disturb the employees of the Kendriya Vidyalaya or make any sort of noise in the school premises.
- (3) The Contractor's workers shall be polite, courteous, well behaved and honest.
- (4) The Contractor shall be fully responsible and liable for any theft, burglary, fire or any other mischievous deed done by its workers.
- (5) The antecedents of all the workers will be got verified from police by the agency before deployment for work.
- (6) The Contractor's workers shall not enter into any unlawful activity within the KV premises and shall have a good moral character.
- (7) The Kendriya Vidyalaya shall have the right to impose cash penalty on the Contractor or deduct such amounts from its security deposit in case the Kendriya Vidyalaya is put to any financial loss directly or indirectly by any act of omission or commission on the part of the Contractor's workers.
- (8) The Contractor shall be directly responsible for the payment of wages, which should not be less than the minimum wages prescribed by the State Govt. and will include such other benefits as may be available to its employees under the relevant Acts and Regulations applicable in the State. The Kendriya Vidyalaya shall not entertain any such claim of the person employed by the Contractor and shall not be liable for it.
- (9) Insurance and accident risks of the workers will be the responsibility of the Contractor.
- (10) All the workers of the Contractor shall be free from infectious diseases.
- (11) The Contractor will ensure that proper licence/permission from the concerned authorities, wherever applicable, are obtained promptly.

- (12) The Contractor shall in no case transfer the services it is required to perform under this agreement to any other contractor or person without prior permission from the Kendriya Vidyalaya in writing.
- (13) The Contractor shall employ sufficient number of workers to ensure that the work is done in time to the satisfaction of the Kendriya Vidyalaya. Sufficient workers will be employed for discharging the responsibility with supervisors to supervise the work.
- (14) The Kendriya Vidyalaya reserves the right to order any worker of the Contractor to leave the premises of the Kendriya Vidyalaya if his presence at any time is felt undesirable.

D. GENERAL CONDITIONS :

(1) AGREEMENT

For one year extendable for one year with the consent of both parties, and outstanding performance of the work done during last year by the Contractor

(2) TERMS OF PAYMENT :

The Kendriya Vidyalaya shall pay the agreed amount to the Contractor on monthly basis after completion of the month and submission of a certificate by the Principal of the Vidyalaya "that the work has been done satisfactorily". In case the work is found unsatisfactory 50% payment will be withheld and it will be released only when the work is found as of quality and to the satisfaction of the Kendriya Vidyalaya.

(3) ROOM FACILITY :

The Kendriya Vidyalaya shall provide a small room/space for the Supervisor and storage of material etc. to the Contractor free of cost during the period of contract. No name plate of the Contractor shall be allowed on the room and nobody will be allowed to stay in it after school hours.

E. NOTICE OF TERMINATION OF CONTRACT :

- (1) The contract can be terminated without assigning any reasons by giving two months notice in writing by either side.

F. STOCK AND SUPPLIES

The Contractor shall maintain sufficient stocks of various items such as towels, dusters, soaps, phenyle, detergent, odonil, naphtholine balls etc. so as to meet normal requirement. The Contractor shall not be permitted to stop supplying any items for any reason.

G. SUPERVISION:

The Contractor shall authorise a person to supervise the cleaning and maintenance service who will report to the designated officer or any other office of the Kendriya Vidyalaya so authorised as and when he is required to do so by the Kendriya Vidyalaya.

H. RATES:

Rates must be fixed on per week basis for the whole unit (covered area, open area, surroundings, stairs, lobbies, corridors, toilets etc.) and for all items of work including cost of material. At times when work is taken for a period less than a week because of closure of the school etc., rates would be calculated for a day and payment made accordingly.

I. ARBITRATION:

In case of any dispute between the Contractor and the Kendriya Vidyalaya arising out of or in relation to the agreement, the dispute shall be referred to a sole Arbitrator to be appointed by the Kendriya Vidyalaya and the decision of such Arbitrator shall be conclusive and binding on both the parties. The arbitration shall be governed by the provisions of the Indian Arbitration Act, 1940.

J. JURISDICTION:

The Courts at the station will have jurisdiction over all legal disputes under this agreement.

TERMS AND CONDITIONS FOR VIDYALAYA CANTEEN

1. Name of K.V.
2. Address /Location
3. Area of the Building /other Details
4. No. of days during the month
All the days including holidays
and round the clock.

SCOPE OF WORK

Providing round the clock security services

TERMS AND CONDITIONS TO BE EXECUTED BETWEEN THE AGENCY AND KENDRIYA VIDYALAYA FOR PROVIDING CANTEEN SERVICES

1. That the agency shall provide security arrangements for Kendriya Vidyalaya building/premises located at _____ with effect from _____.
2. That the agency would undertake to engage, employ and provide the requisite number of trained Ex-Servicemen for the purpose and also be responsible for payment of their emoluments and dues, discipline and work. In situations where Ex-Servicemen are not available others can be engaged for the purpose by the Agency.
3. That the entire responsibility for taking security measures of the said building/premises is of the agency and the Vidyalaya will not be liable to pay anything for the security lapses as provided. The agency will be responsible for any loss of property etc. for negligence of the persons employed by it.