

ARMY PUBLIC SCHOOL, FEROZEPUR

No AS/FZR./TN(2018-19)

Form No . _____

TENDER FORM : CAFETERIA SHOP

1. Name of Contractor/Firm : _____

2. Complete Address : _____

_____ Pin _____

3. Phone No. : _____ (Shop/Office)
_____ (Residence)
_____ (Mobile)

4. Experience in the filed (Proof to be attached) : _____

5. Details of Earnest money : DD No _____ dated _____
_____ Amount _____
Bank _____

6. Rebate offered by you (Monthly) : _____

Date : _____

Signature of the Applicant/
Contractor with Rubber
Stamp

GENERAL INSTRUCTIONS

TENDER NOTICE FOR CAFEEARIA

1. Sealed Tenders on the prescribed form are invited by the Army Public School, Ferozepur from the eligible contractors/firms so as to reach the school office on **03 Feb 2018** upto 1200hrs and the same shall be opened on **06 Feb 2018** at 12.30 hrs Or subsequent day in the presence of the tender opening board of officers and intending contractor/firm or their authorized representatives.
2. A mobile vehicle of Army Bakery also comes to school during break period for 20 minutes for students
3. The tender should be accompanied by an earnest money of Rs 2000/- (Refundable) in the form of Demand draft in favour of Army Public School, Ferozepur. No exemption order of earnest money will be entertained. After awarding of contract, if the contractor denies, the earnest money will be forfeited.
4. Conditional tenders and the tenders received without earnest money will be summarily rejected.
5. The offer shall remain valid for one week from the date of opening of tenders.
6. The school reserves the right to reject any tender or all tenders without assigning any reason.
7. A set of tender document containing specific terms and conditions (Part-A) and General Agreement (Part-B) can be obtained alongwith tender form and the same be submitted duly signed with the tender form.
8. Those firms who have similar experience in handling such work and who furnish proof for the same at the time of submission of tender form will be favorably considered.

Sd/- x x x x x
Principal
APS/FZR

CONTRACT FOR CAFETERIA
PART-A

Specific Terms and Conditions:-

- (a) The contract is allowed to run Cafeteria for the Army Public School initially for One year.
- (b) A mobile vehicle of Army Bakery also comes to school during break period for 20 minutes for students. The contractor will only be permitted to open the shop after getting civilian pass from Station Headquarters, Ferozpur Cantt.
- (c) The contractor will be responsible to provide the followings items : -
- (i) Tea & Coffee
 - (ii) Cold Drinks
 - (iii) Confectionery items.
 - (iv) Other ready made eatables like chocolates, uncle chips etc. (Branded items)
 - (v) Refreshment to NCC cadets as when required.
 - (vi) Tea and snacks arrangements to conference/meeting etc. as and when required.
- (d) The Cafeteria be run in the school campus at the place allotted by the school authorities.
- (e) The contractor will engage his own staff to run the cafeteria and manage all items of furniture required to run under own arrangement and will not claim these facilities from the school authorities.
- (f) All items at the Cafeteria will be sold on rates approved by the School Managing committee. The list of items along with the cost will be put up by the contractor to the School Managing Committee for approval. The rates in no way will be higher than those in the local market.
- (g) The price list once approved will only be revised after a period of three months from the date of approval of the first price list.
- (h) Principal of the school will be empowered to check/inspect the cafeteria at any time for general standard hygiene and cleanliness.
- (j) The contractor will pay negotiated amount to the school as a rebate on monthly basis in the first week of every month.
- (k) Besides this a refundable security of Rs 15000/- will be deposited with the school for the contract period on the day the contract is made.
- (l) Contractor will be responsible to pay Rent & Allied charges of the cafeteria to the MES as assessed by them. This will be in addition to the rebate given to the school.
- (m) Contractor will ensure that no one including him stay/work in cafeteria without the security pass.

(n) A fine of Rs 100/- at a time may be imposed by the Principal/ management on the said contractor in case his services and conduct with regard to the following are found unsatisfactory.

(i) Items are being sold at prices higher than the fixed rates.

(ii) The general standard of hygiene and cleanliness of the cafeteria is not found satisfactory by the Principal/Management.

(iii) The behavior and discipline of the contractor and his employees is not in accordance with the accepted norms.

(o) Both parties may terminate the contract without assigning any reasons after giving a notice of 30 days (Thirty days).

(q) In all disputes the decision of the Chairman will be final and binding. The contractor cannot challenge the decision in the court of law.

PART-B

General Agreement :-

1. The parties agree that the second party (Contractor) will not sublet the premises or any portion thereof further to any person by such understand means such as calling that person an authorized agent or servant or by entering into a partnership with another or by any prior permission has been taken from the first party (Management) in writing. That in case of the death or disability other such method whatsoever.

2. No Non-Vegetarian items will be sold in the cafeteria. The list of items to be sold has to be strictly adhered to, how ever the said list may be varied from time to time by the second party (Contractor) after obtaining the written permission from the first party (School).

3. The second party shall run the cafeteria exclusively by himself. The second party shall however be allowed to run the cafeteria through a servant or duly authorized agent, only after prior permission has been taken from the first party (Management) in writing. That in case of death or disability of the second party the heirs of the second party may be allowed to step into the shoes of the school party only after having obtained permission from the first party.

4. The second party agrees that the items sold by the second party must adhere to the standards as laid down under the prevention of food Adulteration Act. The second party shall also subject the goods sold by him to inspection from time to time and allow samples of the same to be taken if required by the first party.

5. The second party agrees that the overall control of the premises being used by the second party will rest with the first party. The second party will only open the said shop/premises at the time of opening of the school and shall close at the time of closure of the school. Under no circumstances will the second party open the said premises beyond school hours except with the permission of the first party or Principal of the school. (or in special circumstances)

6. The second party agrees that he will surrender vacant possession of the said premises to the first party and vacate the said premises on the last working day of the contract. The second party shall be liable to reimburse the first party for any loss of property or damage to the said premises.

7. The Second Party agrees that in case possession is not handed over to the first party on the evening of the last working day of the contract the first party shall be competent to take possession of the same. That in case the second party continues in possession of the said premises, he shall be liable to pay contract charges/rent and rebate as last paid during the period of the contract and water and electricity charges along with a penalty of Rs 1000/- for each day that the second party so remains in possession illegally. However the payment of the above said charges and penalty will not under any circumstances tant-amount to renewal of the contract after the period of expiry of the original contract.

8. The first & the second party agree that this contract may be terminated by mutual consent immediately or at an agreed date without assigning any reason. The contract may be terminated by either party at any time by giving 30 days prior notice in writing to the other party.

9. **The second party also agrees to accept the following terms and condition:-**

(a) To obey all orders, regulations issued from time to time issued by the first party.

(b) To keep the premises/shop clean and tidy at all times and according to the orders issued from time to time.

(c) The second party, his servant, legal heirs or authorized agent is also subject to security rules and instructions issued from time to time.

(d) The second party will not sell things on credit.

(e) The second party or its authorized agents will not be allowed to indulge in any sort of gambling, drinking liquor or any other undesirable behavior of any sort.

(f) That in any matter of dispute between the first and second parties regarding the interpretation of the contract, the decision of the first party will be final and binding upon the second party.

(g) The first party will not be liable in any manner whatsoever for any loss occasioned or arising in the case of any fire or breach of security.

(h) The second party will not alter or modify the existing structure of the shop without the prior permission of the first party.

(j) The second party will keep open the cafeteria for inspection by the first party or by any other authority detailed by them on their behalf. The status of the second party will always be that of a licensee.

NOTE:- The above conditions of Part A & B will be submitted on a Stamp Paper (Non Judicial) at the time of entering into a contract (The value of Stamp Paper will be informed at the time of making contract).