

AGREEMENT FOR CATERING
AT AGPS, PAHALGAM

1. A contract for supply of commodities on the terms shown here under are agreed between Secretary of AGPS, (First Party) and _____ (Second Party).
2. Contractor will have to cater for the students and staff of Army Goodwill Public School, Pahalgam with effect from the date of the contract as per menu attached, as **annexure 1** and menu for Ramzan as **annexure 2**. The contractor will be responsible for catering of strength of as per daily attendance of students only and he will be bound to provide catering services for contractual staff as complimentary. He will also claim Rs 30/- on account of one time meal charges for casual labour. In case of less attendance, the contractor will charge minimum 50 attendances for those days.
3. The contractor, in consideration of the catering for students and staff of Army Goodwill Public School will charge Rs _____. In case of any dispute or undesirable comments/activities at any time by the contractor, the payment will not be made.
4. Fine for default i.e. breach of any local, general or school orders, lack of sanitation in the cook house premises, non adherence of terms of contract indulging in any activity prejudicial to the interests of School, violating any law/rules/regulation/order, violation of customs of service and violation of orders issued by the School Managing Committee will be levied on the contracts as per the directions of the management committee.
5. The contractor will be subjected to SMC rules and to all instructions issued by SMC, or its representative. Police verification of all catering employees will be obtained before they are permitted inside the school premises. A report on character and antecedents will be submitted to Secretary, Army Goodwill Public School, Pahalgam. Temporary security pass for all employees will be obtained by him and it will be renewed from time to time.
6. No outside hawkers or tradesman shall be allowed in the School premises.
7. Contractor is not allowed to give any loan to any of the students/ teachers/employees. If he still does so, SMC shall not be responsible for payment of any individuals.
8. Contractor will adhere to the following orders :-
 - (a) Security measures will be duly adopted.
 - (b) Satisfactory hygienic conditions of the Cook house.
 - (c) Medical checkup of mess staff be carried out by unit RMO by 15 of every month and submitted to SMC.
 - (d) Only fresh and hygienic food will be supplied in the mess.
 - (e) Good conduct of mess staff is responsibility of the contractor.
 - (f) Additional utensils will be procured by the contractor.
 - (g) Food sample for its quality and quantity would be tested by the designated staff.
 - (h) The contractor will take proper action in accordance with observations/suggestion register being maintained by the mess.
 - (j) Advance stock of food (dry ration) for minimum 45 days be reserved for any unforeseen eventualities.
 - (k) Separate bill be submitted for any expenditure for conduct of function/event in the school.
 - (l) Filter water be used for cooking purpose.

(m) Smoking and consuming of alcohol by mess staff is not allowed inside the school premises.

(n) No separate ration would be provided to school staff in their accommodation.

(o) Police verification of all employees will be obtained before they are permitted inside the school premises. Temporary security pass for all employees will be obtained by him and it will be renewed from time to time.

9. Terms and condition are also attached as per **annexure 3**.

10. This contract is valid for one year or till the date contract is renewed further or delayed due to unavoidable circumstances.

11 The contract may be terminated any time (by first party) by giving one month notice. In case of any violation of security instruction, contract may be terminated by giving only 15 days notice. In the event of any undesirable activities by the contractor, contract deed will be terminated without notice and he will be ordered to close his establishment and move out forthwith. The contractor will also be fined for issuing warning order in the following manner :-

(a) Rs 2,000/- will be fined on issuing of first warning order.

(b) Rs 4,000/- will be fined on issuing of second warning order within 30 days from the issuance of first warning order.

(b) Rs 6,000/- will be fined on issuing of third warning order within 30 days from the issuance of first warning order.

(Charanpreet Singh)
Colonel
Commanding Officer
3 Rashtriya Rifles Battalion

_____ Feb 2017

(_____)

_____ Feb 2017

Witness No 1

(K Rajasekhar)
Colonel
Registrar
AGPS Pahalgam

_____ Feb 2017

Witness No 2

(RD Singh)
Lt Col
Second-in-Command
3 Rashtriya Rifles Battalion

_____ Feb 2017

1. Weekly menu of Army Goodwill Public School is as under:-

Days	Break fast (08:00 -08:50)	Tea Time (11:10 – 11:30)	Lunch (13:30 - 14:40)	Evening Tea (17:10-17:30)	Dinner (20:00-21:00)
Mon	Poori-04 Per student (30-35 gms each) Sabji-Dum Aaloo Pickle-10 gm Boiled Egg - 02 Milk-01 Glass per student (250 ml)	Tea-150 ml *Cup cake -01 per student	Soya Been Dal Vegetable Dish-Cabbage Papad -01 Piece per student Plain rice	Tea – 150 ml *02 x Bakery Biscuit per student	Mutton curry100gm for Non veg Veg Dish-Reddish Dal (Arhar)–one type Plain rice Roti-02
Tue	Aloo Paratha-02 Nos per student (70 gm each) Pickle -10 gm Tea-150 ml Dalia with Milk –(30 gm +150 ml) per student	Tea-150 ml *Coconut Mackrom – 01 per student	Vegetable dish -02 type (Pumpkin & Lady finger) Dal Mong Plain rice	Tea-150 ml *02 x Bakery Biscuit per student	Veg dish – Mixed veg Dal -02 type (Chana and Urd) Plain rice Roti-02
Wed	Toast -04 Per student Butter -10 gm Jam-20 gm Boiled Egg-02 per student Veg cutlet for veg - 02 per student Milk -01 glass (250 ml per student)	Tea-150 ml *Sweet Kulcha-01 per student	Veg dishes-02 types Cauliflower, Aloo Gobi Dal- Rajma Curd/Raita-130 gm Plain rice	Tea-150 ml *02 x Bakery Biscuit per student	Mutton curry 100 gm for Non veg Paneer dish for veg -50 gms per student Veg dish -Brinjal Dal- Soya Bean Plain rice Roti-02
Thu	Toast-04 per student Tea-150 ml Dalia (30 gm) with milk-150 ml	Tea-150 ml *Cup cake -01 per student	Veg dish-02 type (Mix veg potato Raddish & Cabbage) Dal -Chana Plain rice	Tea -150 ml *02 x Bakery Biscuit per student	Paneer dish for veg -50 gm per student Veg dish - Kadum Dal- Masoor Plain rice Roti-02
Fri	- Egg Bhujia - 02 eggs per student + 02 slice bread per student - Toast for veg -02 per student Veg cutlet for veg – 02 per student Boiled Egg - 02 Namkeen tea- 01 Glass (150 ml)	Tea-150 ml *Coconut Mackrom – 01 per student	Mutton curry100gm per student for Non veg / Paneer dish 100 gms per student for veg Dal Soya Been Veg dish-Bitter Gourd	Tea-150 ml *02 x Bakery Biscuit per student	Veg dishes -02 type (Allo and Gobi,Pumpkin) Dal Mong Plain rice Roti-02
Sat	Omellete-02 Egg per student + 02 slice (bread per student) Toast for veg -02 per student Veg cutlet for veg -02 Milk 01 glass (250 ml)	Maggi Noodles -01 Nos (per student) Tea-150 ml *Sweet Kulcha-01 per student	Veg dishes-02 types (Lady finger & Bottle gourd) Dal- Urd Plain rice	Tea-150 ml *02 x Bakery Biscuit per student	Mutton curry 100 gm for Non veg Palak Paneer-70 gms per student for veg Veg dish -02 types (Kadum & Cauliflower) Dal- Chana Plain rice Roti-02
Sun	-	Milk-01 glass (250 ml)/ 01 x 250 ml Juice per student	Veg –Biryani Pickle-10 gm per student Curd-130 gm per student Papad-01 Piece Salad – 50 gm per student	Namkeen Tea 150 ml *02 x Bakery Biscuit per student	Paneer dish-50 gm per student Veg -Raddish + Potato Dal Mong Pulao rice Roti-02
	Remarks	Remarks	Remarks	Remarks	Remarks
	- Jam-20 gm/butter-10 gm will be served with toast - Bed tea -150 ml every day - Glass milk will be 250 ml per student	* Following items will be procured by the contractor from the Victor Bakery at his own expense.	Chapati-04/.per student in lunch and dinner. Seasonal fruit every day after lunch (100 gms per student) Salad (one time)	- Lemon juice /Milk shake (200ml will be served from May to Sep) - Plain Khewa (150 MI Oct to April). *Following items will be procured by the contractor from the Victor Bakery at his own expense.	Sweet Dish with Meal every day after dinner 250 ml of milk glass before retiring to bed Chapati-04/.per student in lunch and dinner.

2. The maximum feeding strength of Army Goodwill Public School, Pahalgam will be **450 (10%+)**.

3. As per the nutrition experts daily requirement of calories for children is between 3000-3500.

TIN No _____

(Signature of vendor with stamp)

Seal _____

Date : 2017

1. Weekly Ramzan Menu of Army Goodwill Public School is as under:-

Days	Sahri (03:00 -03:50)	Iftar (19:40 – 20:10)	Soon after Iftar (20:20-20:50)	Late evening Tea (21:30-21:50)
Mon	Rice + Rajma Dal+ Mix Veg + Curd + Mixed Chatni + Namkin Tea + 2 Girda & Butter 15 gms	1 Glass Rhooi Afza/Babri Water + 3-5 dates & Fruit	Rice + Mix Veg + Chicken + Salad + Sweet Dish	Namkeen Tea & 1 Bakerkhani (Big)
Tue	Rice + Aloo Palak+ Mix Veg + Curd + Mixed Chatni + Namkin Tea + 2 Girda & Butter 15 gms	1 Glass Rhooi Afza/Babri Water + 3-5 dates & Fruit	Rice + Palak Paneer + Mixed Vegetable+Salad+S weet Dish	Namkeen Tea & 1 Girda (Big)
Wed	Rice + Rajma Dal+ Mix Veg + Mixed Chatni + Namkin Tea + 2 Girda & Butter 15 gms	1 Glass Rhooi Afza/Babri Water + 3-5 dates & Fruit	Rice + Daal + Mixed Vegetable+Salad+ Sweet Dish	Namkeen Tea & 1 Bakerkhani (Big)
Thu	Rice +Kadam Alloo + Mix Veg + Curd + Mixed Chatni + Namkin Tea + 2 Girda & Butter 15 gms	1 Glass Rhooi Afza/Babri Water + 3-5 dates & Fruit	Rice + Chicken Yakhni + Mix Veg+ Salad+Sweet Dish	Namkeen Tea & 1 Girda (Big)
Fri	Rice + Rajma Dal+ Mix Veg + Curd + Mixed Chatni + Namkin Tea + 2 Girda & Butter 15 gms	1 Glass Rhooi Afza/Babri water + 3-5 dates & Fruits	Rice + Palak Paneer + Mixed Vegetable+Salad+S weet Dish	Namkeen Tea & 1 Bakerkhani (Big)
Sat	Rice + Kadoo Yakhni + Mix Veg + Mixed Chatni + Namkin Tea + 2 Girda & Butter 15 gms	1 Glass Rhooi Afza/Babri Water + 3-5 dates & Fruit	Rice + Chicken + Mix Veg+ Salad+Sweet Dish	Namkeen Tea & 1 Girda (Big)
Sun	Rice + Alloo Piyaz + Mix Veg + Curd + Mixed Chatni + Namkin Tea + 2 Girda & Butter 15 gms	1 Glass Rhooi Afza/Babri water + 3-5 dates & Fruit	Rice + Daal + Mixed Vegetable +Salad+Sweet Dish	Namkeen Tea & 1 Bakerkhani (Big)

2. Apart from seasonal fruits, sometimes the fruit chat will be served to the students on special occasions/functions

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TERMS AND CONDITIONS

1. **Payment** 100% payment will be made on receipt of bill on fortnightly basis. The bills will be fwd by the Second Party through the Adm Officer & the Principal.

(a) The payment will be made by cheque, payable at _____ by _____, c/o 56 APO.

(b) No advance payments will ever be made during the contractual period.

2. The firm will submit certified photocopy of all documents including firm's registration, income tax clearance certificate and sales tax clearance certificate alongwith the quotations. Original documents may be produced on demand for verification by the Management, AGPS, Pahalgam, c/o 3 Rashtrya Rifles, c/o 56 APO.

3. Caterer applying for the contract should have a min annual turnover of Rs 1 Crore in last three years. Please attach details duly certified alongwith your quotations.

4. In the event of award of contract, contractor should register himself with the Regional Labour Commissioner, as a contractor under the Contract Labour Regulations Act and obtain a Labour License and complete all required formalities.

5. In case any dispute, decision of the Patron, ex-officio, General Officer Commanding Counter Insurgency Force, Victor or his appointed officer will be final and binding on both the parties.

6. Non-observance of above conditions will render the quotation invalid.

7. **Effective Date of the Contract.** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of obligations of the parties under the contract. The deliveries supplies and performance of the services shall commence from the effective date of the contract.

(a) The officer to whom supplies/services are to be delivered in the contract referred to as the officer operating the contract, (Secretary, Army Goodwill Public School, Pahalgam, which expression shall include his duty authorized representative) may reject the supplies/services in whole or in part if in his opinion they are not, in all receipts, in accordance with the contract.

(b) The Contractor shall neither claim nor be entitled to payment for any damage that rejected supplies/services may suffer from incidental to a full and proper examination and test of such supplies/services.

(c) Management, Army Goodwill Public School, Pahalgam (J&K) shall be under no liability, whatever for rejected supplies/services and the same shall be at the contractor risk.

(d) Management, Army Goodwill Public School, Pahalgam (J&K) shall, in the event of rejection of supplies be entitled to demand replacement, at the contractor own cost, of such supplies/services of the quality required or if replacement is not permitted recover from me/us cost of rejected supplies.

(e) The contractor failing, declining, neglecting or delaying to comply with any demand or requisition or otherwise not executing the same in accordance with the terms of contract, the officer operating the contract or his successor in office shall be at liberty without prejudice to any other remedy he may have on account of any claim for compensation against loss and inconvenience caused by such breach or non performance of the contract to purchase or otherwise, at the contractor expense, such supplies/service may have been rejected or that the contractor may have failed, declined neglected or delayed to supply, or such authorized substitutes therefore as are specified in the scheduled hereto and are approved by the officer operating the contract or his successor in office and any excess cost so incurred over the contract price (together with all incidental charges and expenses) incurred in purchasing, procuring or arranging for such supplies/services.

8. The officer sanctioning the contract or his successor or the officer officiating in his place as per the promulgation information orders may rescind this contract by notice to the contractor in writing:-
- (a) If the contractor assign or sublet the contract without his written approval which in normal case will not be permitted. However, in exceptional circumstances the same will be decided on the merit of the case by the management.
 - (b) If the contractor or any of the agents or servants shall be guilty of fraud in respect of the contract, or any other contract entered into by the contractor with Government.
 - (c) The contractor decline, neglect, or delay to comply with any demand or requisition or in any other way fail to perform or observe any condition of the contract.
 - (d) The contractor or any of the partners become insolvent or apply for relief as an insolvent debtor or commence any insolvency proceedings or make any composition with the creditors or attempt to do so.
 - (e) If the contractor fail to deposit the security deposit as required.
 - (f) In case of such rescission, the contractor security deposit (or such portion thereof as the officer sanctioning the contract shall consider fit or adequate) shall stand forfeited and be absolutely at the disposal of Management, Army Goodwill Public School, Pahalgam (J&K).
9. Notwithstanding anything herein before contained and without prejudice hereto the officer operating the contract may or his successor in office may recover from the contractor as compensation, such sums as he considers reasonable, if the contractor fail to observe or perform any condition of the contract.
10. No payment will be made in advance in any supplies/services under this contract.
11. The contractor will oblige the contractor servants and agents to conform to any reasonable instructions to ensure their punctuality in attendance or supply, cleanliness and respectful behavior including participating in anti national activities, non consumption of intoxication substances that may be given by the office sanctioning the contract or the officer operating the contract.
12. In respect of any supplies of food stuffs or of drinks under this contract, an officer of the department concerned and any medical officer acting on behalf of the officer sanctioning the contract may at any time, inspect and examine these supplies/services and the hygienic and sanitary conditions under which these supplies are prepared, stored.
13. The contractor security deposit or any balance thereof remaining at the end of the contract shall not be returned to the contractor until the contractor accounts have been finally audited and settle until the contractor have executed the "No Demand Certificate".
14. In the event of reduction in the number of students, the contractor shall not be entitled to any compensation.
15. The contractor acknowledge that he has made himself fully acquainted with all the conditions, and circumstances under which supplies/services required under the contract will have to be made or furnished and with all the terms, clause, condition, specifications and other provisions of the contract and the contractor shall not please ignorance of any of these as an excuse in case of complaint against or rejection of supplies/services supplied by the contractor or with a view either to ask for enhancement of any rates agreed to in the contract or to evade any of the contractor obligation under the contract.
16. A demand for arbitrator shall be in writing and made within six months from the date of termination of contract. The date of termination of contract shall mean and include:-
- (a) The last date of delivery of goods according to the terms of the contract.
 - (b) In case where the contract is cancelled, wholly or partly, the date when the letter of cancellation is issued is also a term of the contract that in case the contractors do/does not make any demand for arbitration in within 180 days of receiving the intimation from the management that the final bill in settlement of account is ready for payment or the date of which the dispute in regard to interpretation of terms of contract has arisen, the right of the contractor to claim arbitration will be deemed to have been exhausted and absolutely barred and virtue of abandonment of the claims the management shall be discharged and released of all liabilities arising out of the performance of the contract and the claims pertaining thereto.

Rules Pertaining to the daily functioning of the mess

17. The facility consists of a kitchen and a dining hall.
18. Kitchen ranges, dining hall furniture, service counters, Crockery like plate, glasses, and spoons will be provided by the Army Goodwill Public School, Pahalgam. However, contractor will enter into Annual Maintenance Contract with the Original Equipment Manufacturer (OEM) of the kitchen ranges/appliances and will get them repaired through OEM only. On termination of the contract period caterer will return these to the management in serviceable condition. The cooking utensils will be provisioned by the contractor.
19. Major civil and electrical works will be attended to by institute. Minor maintenance jobs such as plumbing cleaning the chokes etc, are the responsibility of the catering contractor.
20. Cleaning of the premises, utensils, cutlery and crockery, kitchen and other equipment, furniture and consumables are the responsibility of the contractor.
21. The timing and menu (on lines with menu at Appx 'A') would be determined by the mess Committee of Army Goodwill Public School Pahalgam (J&K) & is subject to change by SMC only.
22. Electricity will be provided by the institute however electricity bill for the kitchen has to be paid by the contractor & electricity bill for the dining hall will be paid by the institute. Maximum charges of 200 units per month will be charged till installation of separate Meter for the kitchen.
23. Water will be provided by the institute, contractor will pay the water bill.
24. Supply and refilling of gas has to be done by the contractor. Usage of environment friendly gas is permitted.
25. Contractor is liable to fulfill all the statutory requirements.
26. Institute will reserve the right to check on cleanliness and upkeep of premises and quality of provisions and quality of the food.
27. Upkeep and maintenance of such furniture provided in the dining hall by the institute will be the sole responsibility of the contractor.
28. Engaging of required staff, providing uniforms etc, shall be by the contractor with approval of chairman, Army Goodwill Public School, Pahalgam. Waiters will be employed at the rate of one waiter per 25 student.
29. The contractor shall attend all meetings of the mess committee, failing which a penalty may be imposed.
30. Security of licensed premises, equipment, fittings and fixtures, furniture etc is the responsibility of the catering contractor.
31. The contractor will ensure that the payment is made to the labourers as per Minimum wages act to the satisfaction of the licensee.
32. Unlimited salad will be provided during lunch and dinner. It will comprise of any four of the following in every meal: Tomatoes, cucumbers, onions, beetroots, carrots, green chilies and lemons.
33. Whenever butter is served, 20 gms of butter will be provided to students in Bubble pack/cubes.
34. Damping of Garbage will be the responsibility of contractor, as per instruction of Pahalgam Development Authority, no damping point will be permitted inside the school campus.
35. Contractor or manager should reside with attached accommodation with the mess. No additional accommodation will be provided to them.

36. **Brands of Consumables Permissible.** All food stuff should confirm to prevailing food laws eg FPO, MMPO, Agmark etc (To be followed very strictly).

- (a) **Salt** Tata, Annapurna, Nature Fresh.
- (b) **Spices.** M.D.H Masala, Satyam, Badshah, Everest, Kamal, Catch Masala.
- (c) **Chicken/Mutton.** Fresh and dressed or Venky's Chicken.
- (d) **Ketchup.** Maggi, Kissan, Heinz.
- (e) **Oil.** Sunflower, Sundrop, Godrej, Saffola, Fortune.
- (f) **Pickle.** Mother's, Pravin, Priya, Bedekar, Nilon's.
- (g) **Atta.** Ashirvad, Pillsbury, Annapurna.
- (h) **Flavored fruit drinks.** Rasna.
- (j) **Butter.** Amul, Britannia, Mother Dairy.
- (k) **Papad.** Lijjat.
- (l) **Bread.** Jaihind/Victor Force Bakery.
- (m) **Jam.** Kissan or Maggi.
- (n) **Ghee.** Amul, Mother Dairy, Britania, Gits, Everyday.
- (o) **Milk.** Amul, Pulwama Dairy (Without water).
- (p) **Paneer.** Amul, Mother Dairy.
- (q) **Rice.** Quality to be approved by Mess Committee before entering the kitchen.
- (r) **Fruit.** Banana - Wt 110 gms (single Piece)
Apple - Wt 110 gms (Single Piece)
Orange - Wt 110 gms (Single Piece)
Grapes - Wt 200 gms (Per child)
Nashpati/Babberkosha - Wt 100 gms

37. All brands to be ISI marked.

38. No water to be added to milk.

Penalty for violation or rule, terms and conditions

39. The caterer will be fined in case of violation of the following rules:-

- (a) Unavailability of complaint register on the counter/discouraging the complaint would lead to a fine of Rs 1000/- on the caterer.
- (b) 3 or more complaints of insects found in any meal would invite a fine of Rs 2,000/- on the caterer.
- (c) 10 or more complaints of unclean utensils in a day would lead to a fine of Rs 2,000/- on the caterer.
- (d) If Mess committee agrees that certain meal was not cooked properly then a fine of Rs 3000/- would be imposed on the caterer.
- (e) If food for any meal is over within timings of mess and waiting time is more than 20 minutes, then a fine of Rs 3000/-.
- (f) Changes in menu without permission of mess committee would result in a fine of Rs 2000/- on the caterer.
- (g) Fine on any discrepancy (personal hygiene of workers, kitchen area, dining area etc) will lead to fine of Rs 2000/- on the caterer.

40. For any rules stated in the agreement:-

- (a) First violation of the rule implies fine as per the rule.
- (b) Second violation of the same rule in the same calendar month will attract triple the initial amount of fine for the caterer.
- (c) All subsequent violations of the same rule would invite five times the initial amount of fine.

41. Absence of proprietor or his authorized representative from mess council meeting (which will be held once every month) will attract a fine of Rs 5000/- on caterer.

42. As and when mess council proposes a fine it will inform the representative of the caterer or mess manager and fine will be imposed with consent of the Secretary, AGPS, Pahalgam.

Performance Bank Guarantee

43. The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd, Axis Bank Ltd or HDFC Bank Ltd) for a sum equal to 10% of the contract value within 30 days of signing of contract. Performance Bank Guarantee will be valid up to 60 days beyond the date of contract.

44. **Penalty for use of Undue Influence** The Contractor undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward commission, fees, brokerage or inducement to any person in service of the Management Committee or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaken by the Contractor or any one employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or the commission of any offers by the Contractor or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Management committee to cancel the contract the amount of any loss arising from such cancellation. A decision of the Management Committee or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Contractor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the contractor towards any officer/employee of the Management Committee or to any other person in a position to influence any officer/employee of the Management Committee for showing any favour in relation to this or any other contract, shall render the Contractor to such liability/penalty as the Management Committee may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Management Committee.

45. **Access to Books of Accounts.** In case it is found to the satisfaction of the Management Committee that the Contractor has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the contract, on a specific request of the Management Committee, shall provide necessary information/inspection of the relevant financial documents/information.

46. **Non-disclosure of Contract documents.** Except with the written consent of the Management Committee /Contractor, other party shall not disclose the contract or any provision specification, plan design, pattern, sample or information thereof to any third party.

47. **Transfer and Sub-letting.** The contractor has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contractor or any part thereof, as well as to give or to let a third party take benefit or advantage of the present contract or any part thereof.

48. **Amendments.** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this contract and signed on behalf of both the parties and which expressly states to amend the present contract.

DECLARATION BY CONTRACTOR

I/We have read and agree to:-

1. Terms and conditions of Mess Catering Contract.
2. Rules pertaining to the daily functioning of the Mess.
3. Fines.

Fax : _____

Phone : _____

1. Details of Experience of handling large institutional/corporate cafeteria/food outlet: Current and earlier (During last 10 years)
2. Any other pertinent information.
3. Two Reference.
4. Xerox copy of the following :-
 - (a) Bank Solvency certificate.
 - (b) Income Tax clearance certificate – last three years.
 - (c) Catering, food outlet & labour license.
 - (d) Municipal License.
 - (e) Registration Certificate.
 - (f) Balance Sheet-Last three years.
 - (g) Partnership deed (if any)
 - (h) Sales tax certificate
 - (j) Shop & Establishment Registration.
 - (k) Work orders from other organizations.

Stamp

Signature of the Proprietor/Authorized person