

CONTRACT AGREEMENT

TERMS AND CONDITIONS FOR RUNNING OF SCHOOL TUCKSHOP: **AGPS PAHALGAM**

1. A contract for supply of commodities on the terms shown hereunder are agreed between **Secretary of AGPS Pahalgam** (First Party) and **M/s (Second Party)** for a period of **one year** from the date of agreement and no further subletting of contract is allowed. If such found, this contract deed will be treated as null & void and the management is bound to ask the tuck shop to close.

2. Contractor will have the sole right of carrying on the following trades for the students of Army Goodwill Public School, Pahalgam with effect from the date of the contract is allowed :-

- (a) Bakery and Confectionary.
- (b) Branded Biscuits (Packed).
- (c) Pastries.
- (d) Fruit Cakes (packed & sealed only).
- (e) Cookies & Chocolates.
- (f) Fast Food Items – (Burger, Pizza, Veg / NV, French fries, Grilled Sandwich, Samosa, Maggi, Non & Veg Baryani & Pakoras only).
- (g) Sweets (Barfi, Laddu & Jalebi only)
- (h) Hot & Cold beverages Juices, Tea, Soup, Milk shakes, soft drinks).
- (j) Dry Fruits & Fresh Fruits
- (k) Stationary items.

3. In consideration of the rights and privileges herein conferred in respect of all the activities covered by the contract. The contractor agrees to pay the tuckshop rebate in the form of rent a sum **Rs. _____/- (Rupees _____) per month**. The rent for the each month will be deposited in AGPS, Fund Account within **first seven days of the month**. In case of any dispute the case will be represented by the contractor in writing after payment of the rebates. The payment will not be held back in any case.

4. Fine for default i.e. breach of any local, general or school orders, lack of sanitation in his premises, non adherence of terms of contract indulging in any activity prejudicial to the interest of School violating any law/rules/regulation/order, violation of customs of service and violation of orders issued by the School Managing Committee or any officer exercising authority on his behalf can be fixed and realized by the SMC from the amount that may be payable to the contractor . The contractor will also be entitled to deposit the amount of fine in the School Fund. The fine at a time will however, not exceed Rs 2,000/- (Rupees Two Thousand only).

(Party No 1)

(Party No 2)

5. As and When the TOD/ School staff detailed for surprise check finds any irregularity indulging in rates hygienic and sanitation, quality and quantity of items and proposes a fine, the same will be informed to the tuckshop contractor/ his representative and will be imposed with consent of Registrar/ Principal, AGPS Pahalgam or so authorized by SMC.
6. The contractor will be subjected to SMC rules and to all instructions issued by the SMC, or its representative. 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 from Principal of the school valid for two weeks only and it will be with permanent one valid for term of contract.
7. No outside hawkers or tradesman shall be allowed in the School area.
8. Tuck shop owner will ensure that his employees are vaccinated and inoculated and details of same will be provided to the SMC prior to operating of Tuck Shop. Any employee suffering from cold / flu symptoms will not work in the tuck shop. In addition, any employee post recovery from diarrhea or vomiting will not be allowed to work for 72 hrs.
9. The SMC will subject to availability, provide suitable accommodation for institutes and the contractor will trade in the accommodation so provided. The contractor will ensure and prepare separate areas for cooking, utensil cleaning and garbage disposal. Rent for the accommodation will be paid by the contractor at rate of **Rs. _____/- (Rupees _____) per month** to be deposited by 7th of each month, failing which terms of contract would be end at the discretion of the SMC. The electricity will be charged as per meter reading installed in tuckshop.
10. The contractor will be liable to be charged such other taxes, which may be derived by the SMC, Government or local bodies from time to time.
11. The contract may be terminated any time (by first party) by giving two months 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.
12. The contractor is not allowed to give any loan to any of the students/ teachers/empty.
13. The contractor is responsible for payment of electricity bill as per meter installed and the rates levied by SMC.
14. The Contractor will deposit a sum of **Rs 20,000/- (Rupees Twenty Thousand only)** as a Security Deposit.
15. Surprises check will be carried out by the duty teacher or any designated staff for checking of terms and conditions on ground.
16. The contractor will adhere the following orders :-
 - (a) Displaying the approved price list of the articles in the institute duly approved.
 - (b) No selling of unauthorized snacks/ Items in the shop. The same will be confiscated and destroyed.
 - (c) Only fresh and hygienic food items would be sold.
 - (d) Drinking water dispenser (Warm & cold) will placed at Tuck shop.

(e) Garbage will not be dumped inside the school premises and be disposed off as per instruction of Pahalgam Development Authority.

(g) A coffee/tea vending machine be placed at Tuck Shop.

Seal:

(Signature of vendor with stamp)

Date : June 2022

Witnesses

1. _____

2. _____

COUNTERSIGNED

Station : c/o 56 APO

Dated : June 2022

Secretary
AGPS Pahalgam