

TERMS AND CONDITIONS FOR RUNNING OF SCHOOL TUCK SHOP:
AGPS, PAHALGAM

1. A contract for supply of commodities on the terms shown hereunder are agreed between **Secretary of AGPS Pahalgam** (First Party) and _____ (second party) for a period of one year from date of the 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 tuckshop 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, Baryani Veg & Non-Veg, Samosa & Maggi only)
- (g) Sweets (Laddu & Jalebi only)
- (h) Hot & Cold beverages (Juices, Tea, Coffee, Soup, Milk shakes, soft drinks)
- (j) Fruits & Fresh Fruit Juices
- (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 School in the form of rent a sum **(amt of to be written in tender)** 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 1000/- (Rupees one thousand only).

5. As and when the TOD / School staff detailed for surprise check finds any irregularity including the rates, hygienic & 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 OIC School / Director / Registrar / Principal, AGPS Pahalgam, so authorized by the SMC.

6. The contractor will be subjected to SMC rules and to all instructions issued by the SMC, or its representative. Police verification and medical fitness certificate 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 Director / Registrar / Principal of the school valid for two weeks only and it will be renewed 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 cough, cold / flu symptoms will not work in the tuck shop. In addition, any employee post recovery from diarrhea or vomiting will also 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 **(amt to be written in tender)** per month to be deposited by 7th of each month, failing which terms of contract would be terminated at the discretion of the SMC.

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 Parents / 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. Surprise 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.

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

Seal:

(Signature of vendor with stamp)

Date : Jul 2020

Witnesses:

1. _____

2. _____

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COUNTERSIGNED

Sation: C/o 56 APO

Dated: July 2020

Secretary
AGPS Pahalgam