

DAV University, Jalandhar

University Kiosks

The DAV University will be having around 7000 students in its campus this year, so we are interested in giving the contract for operating Kiosks in the campus of the University which will facilitate our faculty, staff and students. There will be 7 No of kiosks for which sealed quotations are invited.

Kiosk will be serving snacks along with cold/hot beverages/ fresh juices and shakes in the vicinity of Academic Block, Admin Block and Hostels.

Terms & Conditions

The important terms and conditions are listed below for convenience:

- 1) The Contract Agreement would for a period of one Academic Session (As per academic calendar) and can be renewed with minimum 10% increase in rent for the second year. This extension of the contract for second year will be subject to satisfactory performance of the Contractor.
- 2) The rent of the kiosk will be charged biannually in advance and to be paid by the contractor in two installments (Half Yearly)
- 3) An amount equals to rent of three months is to be deposited by the contractor as security amount which would be returned upon expiry of the term after the final settlement of payments and damages to property of the University, if any. No interest is payable on the retained Security.
- 4) The Contractor will pay water charges as decided by the competent authority at the time of contract and electricity charges @ Rs. 10/- per unit on actual consumption. (Meter Reading)
- 5) The Contractor will provide only those items which are in accordance with the menu/list approved by the University.
- 6) No packed lunch or other lunch items be allowed in the Kiosks.
- 7) The contractor is not allowed to use LPG Gas/Oil based hot plates, however microwave and electric hot plates are allowed.
- 8) The Contractor must ensure that the food is prepared and served in the most hygienic conditions, the staff must wear serving gloves while serving food, no stale food should be sold, there should not be any sort of littering around the kiosk, required no of sweepers should be engaged to maintain cleanliness in and around the kiosk. The University reserves the right to surprise check and impose penalties in case of lapses.
- 9) The Contractor will provide only those items in the Kiosk which are allowed by the University and will get the rates of all the items approved from the competent authority of the University and they must be displayed prominently. The name of the firm and of the counter must be also displayed prominently. The Contractor will provide strictly vegetarian food only.
- 10) The cost of erection of kiosk and all installations inside will be solely borne by the Contractor.
- 11) The contractor has to use all disposable items for serving the food, so proper measures of cleaning and putting the litters of the disposables in the dustbins has to be taken care of by the contractor.
- 12) The Contractor will be liable to pay all taxes levied by the government.
- 13) The University will not tolerate any sort of mishandling with the furniture and fixtures and fittings installed in the area provided. Penalty will be imposed on the Contractor in addition to the cost of repairs and replacements which are to be borne by the Contractor.
- 14) The Contractor has to take utmost care for disposal of leftover food, no leftover food should be disposed off in the drains which will block the drain and will produce foul smell. Any sort of deficiency or carelessness in this regard will not be tolerated and penalty will be imposed by the University. The Contractor should make their own arrangement for the disposal of the leftover food at their own cost on daily basis.
- 15) Engaging of required staff, providing uniforms etc. shall be done by the Contractor with the approval of the University. The Contractor must submit the ID proof of all its employees working in the Kiosk as per the

Annexure-A. If any staff of Contractor found misbehaving with any Faculty, Staff or Student of University, strict action will be taken against the Contractor.

- 16) The University would reserve the right to check on cleanliness and upkeep of premises, quality of provisions, and quality of the food and any deficiency found penalty procedure will be applied.
- 17) The Contractor shall attend all meetings of the mess committee as and when scheduled. The prior information of the meeting will be given to the Contractor.
- 18) Security of premises, equipment, fittings and fixtures, furniture etc. is the responsibility of the Contractor.
- 19) The Contractor will NOT employ any child labour and shall adhere by all the government rules and regulations.
- 20) The Contractor should submit all necessary statutory documents.
- 21) The Contractor should register himself with the Regional Labour Commissioner, as a contractor under the Contract Labour Regulation Act and obtain Labour License and complete all required formalities.
- 22) The Contractor should adhere to the provisions of the Service Tax, Provident Fund Act, the Minimum Wages Act and other such acts which are applicable.
- 23) The Contractor should ensure that the payment is made to the labourer as per Minimum wages act to the satisfaction of the licensee.
- 24) The Contractor will adhere to all laws of the land at his own responsibility and costs. The University will not be responsible for life and safety at work place; the staff of the Contractor should be duly insured.
- 25) Consumption of alcohol or alcoholic beverages and smoking is banned in the University. Any violation will attract legal action and the contract will be terminated.
- 26) The contractor has to comply with the standards of the Hygiene and sanitation of the Govt. Health Department. In case of inspection of sanitation and hygiene by the health department or other statutory authorities, the Contractor will have to satisfy the provision of law. If found guilty, will have to bear the penalty as decided by the University/Government.
- 27) The Contractor will not sublet the contract. If found so, it will invite termination of contract and forfeiture of security.
- 28) The University reserves the right to make any amendments in the Terms & Conditions as & when required and deemed fit and mutually accepted to both the parties.
- 29) In the event of the any dispute with regard to any of the term(s) and/or conditions of this agreement, the same shall be referred to the Vice-Chancellor/Competent Authority as sole arbitrator and its decision thereon shall be final and binding on both the parties, further it will be subjected to the jurisdiction limits of Jalandhar District.

Penalties for violation of rules, terms and conditions

The Contractor will be fined in case of violation of the following rules:

- 1) The Penalties or Fine can be imposed in violation of rules, terms and conditions and with regard to the discrepancy found in the quality of food, serving of food, cleanliness of Kiosk, personal hygiene of workers, changing of the employed staff without information to the University, charging rates of the items not approved by the University, etc.
- 2) The Contractor will be given a warning in writing initially, thereafter a fine of Rs 5,000/-, if again found defaulter fine can be increased up to Rs. 10,000/- and if again found defaulter the fine will be Rs. 20,000/- and after all these impositions again any complaint comes it will lead to the termination of the contract.
- 3) Absence of the Contractor or his representative from meeting called by the University will attract a fine of Rs. 5,000/- on the Contractor.
- 4) As and when the University proposes a fine it will inform the Contractor. The fine/penalty amount will have to be remitted there and then.

Place:

Date:

SIGNATURE OF THE APPLICANT

NAME & DESIGNATION
SEAL OF ORGANISATION