

DAV University, Jalandhar

TERMS & CONDITIONS FOR CAMPUS CANTEEN

“The DAV University will be having approximately 5000 faculty, staff and students in the campus for which the University will be having a big Campus Canteen for its students in its campus.”

The University requires the Contractor to operate Campus Canteen of the University by using the area provided by the University which includes one big room for kitchen for preparing and serving meals (Indian & Chinese), one room for serving cold drinks, ice cream, chips, snacks, pizza, burger, sandwiches, etc and bakery items, one small room for chat and South Indian food counter and huge dining hall with required furniture and a small lunch room for faculty and staff.

The important terms and conditions are listed below:

- 1) That the Agreement will be for One Academic Session (2019-20)
- 2) That the Contractor will have to deposit an amount of Rs. 2,00,000/- to DAV University, which would be retained by the DAV University as security amount. The security amount would be returned upon expiry of the term after the final settlement of payments and damages to property of the DAV University, if any. No interest is payable on the retained Security.
- 3) That the Contractor will pay contract money + GST to the DAV University in advance.
- 4) The Contractor will pay water charges @ Rs. 1000/- per month and electricity charges @ Rs. 10/- per unit on actual consumption. (Meter Reading)
- 5) The Contractor must ensure that the food is prepared and served in the most hygienic conditions, the staff must wear serving gloves and head masks while serving food, no stale food should be sold, there should not be any sort of littering in the Canteen, required no of sweepers should be engaged to maintain cleanliness in the Canteen. The DAV University reserves the right to surprise check and impose penalties in case of lapses.
- 6) The Contractor will provide only those items in the Canteen which are allowed by the DAV University and will get the rates of all the items approved from the competent authority of the DAV 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.
- 7) The Contractor will install the water cooler along with RO of required capacity to cater at least 200-300 students at a time in the dining hall, if required two water coolers with RO can be installed so that there is no scarcity of drinking water.
- 8) The Contractor must provide all those food items as mentioned above every time during its operational hours and must have proper racks to keep its items, nothing should be kept on floor.
- 9) The Contractor has to keep the canteen open on all the days except for those days when the University is closed for more than three consecutive days, further the canteen must be opened on one day prior to the day of reopening of the University. The canteen must be open from 8.30am to 9.00pm on all the days. The canteen cannot be closed without obtaining the prior permission from the competent authorities of the DAV University.
- 10) The DAV University shall be entitled to claim damages for mishandling 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.
- 11) Kitchen equipment, gas, chulhas, water cooler with RO in dining hall, fridge, fly trappers in the dining hall etc. will be installed by the Contractor at his own costs. All service utensils like plates, glasses, dongas, service spoons etc. will also be arranged by the Contractor.

- 12) 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 DAV University. The Contractor should make their own arrangement for the disposal of the leftover food at their own cost on daily basis.
- 13) On the completion/termination of the Contract, physical possession of the kitchen area, dining hall & washrooms etc will have to be resorted in the condition at the time of initiation of the contract, failing which charges incurred on replacements etc will be deducted from the security amount.
- 14) Cleaning of the dining hall area and kitchen area premises, utensils, cutlery and crockery, kitchen and other equipment, furniture and consumables are the responsibility of the Contractor. Procurement of gas, high quality provisions and other consumables is the responsibility of the Contractor. Use of domestic cylinders & wood as fuel are strictly prohibited.
- 15) Engaging of required staff, providing uniforms etc. shall be done by the Contractor with the approval of the DAV University. The Contractor must submit the ID proof of all its employees working in the Canteen as per the Annexure-A. If any staff of Contractor found misbehaving with any Faculty, Staff or Student of DAV University, strict action will be taken against the Contractor.
- 16) The DAV 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 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 will be liable to pay all taxes levied by the government.
- 22) 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.
- 23) The Contractor should adhere to the provisions of the GST, Provident Fund Act, the Minimum Wages Act and other such acts which are applicable.
- 24) The Contractor should ensure that the payment is made to the labourer as per Minimum wages act to the satisfaction of the licensee.
- 25) The Contractor will adhere to all laws of the land at his own responsibility and costs. The DAV University will not be responsible for life and safety at work place; the staff of the Contractor should be duly insured.
- 26) Consumption of alcohol or alcoholic beverages and smoking is banned in the DAV University. Any violation will attract legal action and the contract will be terminated.
- 27) 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 DAV University/Government.
- 28) The Contractor will not sublet the contract. If found so, it will invite termination of contract and forfeiture of security.
- 29) The DAV 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.

30) 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 penalty or fine may be imposed in violation of rules, terms and conditions and with regard to the discrepancy found in the cleanliness of Canteen, personal hygiene of workers, changing of the employed staff without information to the DAV University, charging rates of the items not approved by the DAV University etc.

2) Penalty

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| First Time | Warning in writing |
| Second Time | Rs.5,000/- plus Warning in writing |
| Third Time | Rs.10,000/- plus Warning in writing |
| Forth Time | Rs.20,000/- plus Warning in writing |
| After That | Termination of agreement |

3) Absence of the Contractor or his representative from the meeting called by the DAV University may attract a fine of Rs.5,000/- on the Contractor.

We agree with the terms & conditions as mentioned above.

Signatures of Bidder