

This Agreement executed on this day of ..... at Jalandhar between M/s ..... , (hereinafter called the **FIRST PARTY**) which expression shall include his legal heirs, representatives, executors and successors; and

**DAV University, Village Sarmastpur, Tehsil and Distt. Jalandhar through its Registrar (hereinafter called the SECOND PARTY) which expression shall include its successors & assigners.**

WHEREAS the First Party has been shortlisted by the Committee constituted by the Second Party by following the proper procedure to operate and maintain **Boys Hostel Mess-cum-Canteen** on the campus of DAV University, Jalandhar for the bonafide hostel students of the Second Party and their guests on the terms & conditions mutually agreed upon by both the parties.

### **Terms & Conditions**

- 1) The Agreement will be for **One Academic Session** (.....).
- 2) That the First Party will have to deposit an amount of Rs..... to Second Party, which would be retained by the Second Party 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 Second Party, if any. No interest is payable on the retained Security.
- 3) The First Party has to pay Contract Money of Rs. .... + GST Per Student Per Month. The contract money + GST will be deducted from the monthly bill submitted by the First Party and if in case due to Covide-19 pandemic situation arises for emergency shut down of mess (as per the guidelines of Government/UGC) then the monthly bill payment and contract money will be charged on pro-rata basis.
- 4) The Second Party will reimburse the mess charges @ Rs. .... (Including GST) per student per month (Lumpsum based on actual strength per month) for Breakfast, Lunch, Evening Tea with Snacks and Dinner (As per mess menu), to the First Party on the production of bills in original. The Second Party will deduct the meal charges for the long vacations (Winter break) as per the academic calendar and enforced vacations for 7 days or above, from the bills submitted by First Party. If any student remains absent from the University for 7 or more days with prior information/medical ground, the mess charges will not be paid to the First Party for the days of his/her absence.
- 5) There will be four meals to be provided to the hostel students which include breakfast, lunch, evening tea with snacks and dinner as per the mess menu provided by the Second Party. The First Party should also display the Mess Menu in the hostel mess. The breakup of meals is Breakfast (Rs. ....), Lunch (Rs. ....), Evening Tea (Rs. ....), Dinner (Rs. ....). The First Party will provide only those food items during meals which are in accordance with the menu provided by the Second Party.
- 6) The First Party has to provide meals to the University Staff on 24 Hrs Hostel duty i.e. Hostel Manager/Hostel Wardens/Assistant Wardens/Attendants etc., without any charges (Maximum 5 Persons).
- 7) The payment of bills received upto 10<sup>th</sup> of every month will be paid by 21<sup>st</sup> of the same month and bills received after 10<sup>th</sup> and upto 25<sup>th</sup> will be paid by 10<sup>th</sup> of the next month.
- 8) The First Party has to pay water charges @ Rs. .... per month upto 100000 ltrs and beyond that Rs. .... for every 10000 Ltrs (Flow meters will be installed by the Second Party) and electricity charges @ Rs. .... per unit on actual monthly consumption of electricity (as per meter reading).
- 9) The First Party 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, there should be one bain-marie (counters) for 250 students and for 550 students, there should be three bain-marie so that students do not stand in queue for long. The Second Party reserves the right to surprise check and impose penalties in case of lapses.

- 10) The First Party has to install the water cooler along with RO of required capacity to cater to 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.
- 11) The First Party must have proper racks to keep its items, nothing should be kept on floor.
- 12) The First Party has to open Canteen till 11 PM and will provide only those food items in the canteen of the hostel which are allowed by the Second Party and will get the rates of all the items approved from the competent authority of the Second Party and these must be displayed prominently. The name of the firm and the counter must be also displayed prominently. The First Party will provide strictly vegetarian food only.
- 13) The First Party must ensure that no expired items be sold in the canteen.
- 14) Maintenance jobs such as replacement of light bulbs, tube lights etc. in the canteen/kitchen area are the sole responsibility of the First Party. Furniture other than the dining/serving area are to be arranged by the First Party.
- 15) Kitchen equipment, gas, chulhas, water cooler with RO in dining hall, fridge, fly trappers in the dining hall etc. will be installed by the First Party at their own cost. All service utensils like plates, glasses, dongas, service spoons etc. will be arranged by the First Party. Upkeep and maintenance of such furniture provided in the dining hall by the Second Party will be the sole responsibility of the First Party. If it is found that there is any damage to the furniture or property of the Second Party, the Second Party will impose the penalties detailed hereinafter and will also be competent to deduct the cost of repairs and replacements of such furniture and fixtures from the security amount of / or to be borne by the First Party.
- 16) The First Party 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 Second Party. The First Party should make their own arrangement for the disposal of the leftover food at their own cost on daily basis.
- 17) On the completion/termination of the Contract, physical possession of the kitchen area, dining hall & washrooms etc will have to be done 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 and/or from the final bill.
- 18) 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 First Party. Procurement of gas, high quality provisions and other consumables is the responsibility of the First Party. Use of domestic cylinders & wood as fuel are strictly prohibited.
- 19) Engaging of required staff, providing uniforms, and ID Cards, etc. shall be done by the First Party with the approval of the Second Party. The First Party must submit the details of workers and their ID proof (Aadhar Cards) working in the Canteen/mess as per the **Annexure-A**. If any staff of First Party found misbehaving with any faculty, staff or student of Second Party, strict action will be taken against the First Party.
- 20) It is mandatory for the First Party to make suitable stay arrangements for its female staff outside the Boys Hostel.
- 21) The First Party must employ male staff to serve the meals in the Boys Hostel and the female staff (if any) should be restricted to kitchen only.
- 22) The Second Party would reserve the right to check the cleanliness and upkeep of premises, quality of provisions and food. If any deficiency found, penalty will be imposed.

- 23) The First Party shall attend all meetings of the committee as and when scheduled. The prior information of the meeting will be given to the First Party.
- 24) Security of premises, equipment, fittings, furniture and fixtures etc. is the responsibility of the First Party.
- 25) The First Party will NOT employ any child labour and shall adhere to the government rules and regulations.
- 26) The First Party should submit all necessary statutory documents.
- 27) The First Party should register himself with the Regional Labour Commissioner, as a First Party under the Contract Labour Regulation Act and must obtain Labour License and complete all required formalities.
- 28) The First Party should adhere to the provisions of the GST, Provident Fund Act, the Minimum Wages Act and other such acts which are applicable. (Kindly submit PAN Copy, PF Account No, GST Number)
- 29) The First Party should ensure that the payment is made to the laborers as per Minimum Wages Act to the satisfaction of the licensee.
- 30) The First Party will adhere to all laws of the land at his own responsibility and costs. The Second Party will not be responsible for life and safety at work place; the staff of the First Party should be duly insured.
- 31) Consumption of alcohol or alcoholic beverages, non veg food items and smoking, is strictly prohibited by the Second Party. Any violation, will attract legal action and the contract will be terminated.
- 32) In case of inspection of sanitation and hygiene by the health department or other statutory authorities, the First Party will have to satisfy the provisions of law. If found guilty, the First Party will have to bear the penalty as imposed by the Second Party/Government.
- 33) The First Party will not sublet the contract. If found so, it will invite termination of contract and forfeiture of security amount.
- 34) The Second Party reserves the right to make any amendments in the Terms & Conditions as & when required.
- 35) 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.

#### **Brands of consumables**

Cooking Oil	Sohna – Mustard Oil/Rice Bran Oil/Soya bean Oil <b>(Palm/Cotton seed oil should be prohibited)</b>
Spices	MDH or Catch.
Salt:	Tata
Atta:	Markfed Chakki Atta.
Rice:	Markfed – Dobar / Adwar
Dall:	Tata, Markfed
Milk	Verka, Amul
Curd	Verka Amul
Butter & Paneer	Verka, Amul
Bread:	Kwality, Bonn, Kitty – Size: Sandwich Bread
Jam:	Markfed, Kissan
Ketchup:	Markfed, Kissan
Pickle:	Markfed
Maida:	Markfed/Sohna
Noodles:	Top Ramen, Mama, Maggi
Pasta:	Vermicell (Suji Pasta)
Custard:	Brown and Polson, Weikfield

Suji:	Shakti Bhog, Markfed
Poha	Shakti Bhog, Markfed
Dalia:	Shakti Bhog, Markfed
Soya Chunk & Soya Granules (Chura):	Nutrela
Frozen Matar:	Safal Brand
French Fries:	McCain Brand

**Penalties for violation of Rules, Terms and Conditions**

1) The penalty or fine may be imposed (as under) in violation of rules, terms and conditions and with regard to the discrepancy found in the quality of food, serving of food, cleanliness of dining & kitchen area, personal hygiene of workers, changing of the employed staff without information to the Second Party, charging rates of the items not approved by the Second Party etc.

**2) Penalty**

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

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

**Note:** Depending upon the severe nature of the complaint, the agreement can be terminated at any stage by the Second Party.

We agree with the terms & conditions as mentioned above.

Signatures of the Contractor