



TERMS & CONDITIONS OF TENDER FOR GIRLS HOSTEL MESS & CANTEEN

The DAV University is in the process of selecting a catering contractor for the Mess and Canteen for approximately 600 seated girls Hostel on university campus, Jalandhar. The university will provide kitchen, dining hall, service area, dining tables and chairs, fans and fixtures. The important terms and conditions are listed below:

- 1) The Contract Agreement would be for a period of one year and may be renewed every year subject to satisfactory performance and with revised terms and conditions mutually accepted to both the parties.
- 2) The contract for the Mess and Canteen can be awarded to any person at the sole discretion of the University without assigning any reason.
- 3) Only those contractors/parties whose annual turnover in hospitality service is Rs 24 lacs per year, during the last two years will be considered. A documentary proof to this effect should be submitted from the Institutions /as income tax return of the firm.
- 4) An amount of Rs. One lakh would be paid as EMD (Earnest Money Deposit) through DD favouring Registrar, DAV University, Jalandhar payable at Jalandhar. The same would be retained as security deposit which will be returned upon expiry of the term. No interest will be payable on the retained deposit.
- 5) The catering contractor will pay water charges and electricity charges every month. The menu and price would be determined by the University in discussion with the contractor and accordingly the monthly charges shall be fixed.
- 6) 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, enough counters should be there so that students do not stand in queue for long, The University reserves the right to surprise check and impose penalties in case of lapses.
- 7) The university approved items (to be sold in canteen) with their approved rates must be displayed prominently in the canteen, failing which fine will be imposed. In addition, possible legal action will be taken.
- 8) The Contractor will provide only those food items during meals which are in accordance with the



menu provided by the Warden/University.

- 9) The Contractor will be liable to pay all taxes such as service tax etc and will submit the documentary proofs to the University.
- 10) Major civil and electrical works will be attended to by University. Maintenance jobs such as replacement of light bulbs, tube lights etc. in the canteen/kitchen area are the sole responsibility of the catering contractor.
- 11) Kitchen equipment, gas, chulas, water cooler with RO in dining hall, fridge etc. will be installed by the contractor at his own costs. All service utensils like plates, glasses, dongas, service spoons etc. will be arranged. Upkeep and maintenance of such furniture provided in the dining hall by the University will be the sole responsibility of the contractor and if there is any damage to the furniture or property of the University, penalty will be imposed on the Contractor in addition to the cost of repairs and replacements to be borne by the contractor.
- 12) Maintenance and cleanliness of the dining area, kitchen area, electrical installations and other equipments will be the sole responsibility of the contractor. If there is any damage, penalty will be imposed on the Contractor in addition to the cost of repairs and replacements to be borne by the contractor.
- 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 and/or from the final bill.
- 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.
- 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 all its employees working in the Canteen as per the Annexure-A.
- 16) The University would reserve the right to check on cleanliness and upkeep of premises, quality of provisions, and quality of the food.
- 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 catering contractor.
- 19) The contractor will NOT employ any child labour and shall adhere by all the government rules and regulations.
- 20) In the event of award of the contract, 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.
- 21) The contractor should maintain the Attendance & Wages Register for staff on duty at University and will strictly comply with all labour laws, notifications issued by Govt. as applicable like the Minimum Wages Act, P.F. Act, Workmen's Compensation Act, Payment of Wages Act, ESI Act, and Contract Labour (Regulation & Abolition) Act.
- 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 service tax, income tax or any such tax or the fine/penalty levied by the government will be the sole responsibility of the contractor.
- 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) In case of check of sanitation and hygiene by the health department, 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.

Rules Pertaining to the Daily Functioning of the Mess

1. Menu as decided by the university authorities in consultation with the contractor will be strictly followed.



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2. Menu can be revised in consultation with the Mess council only.

Mess Menu:

The food served in the mess and canteen should be strictly vegetarian. No local brands of packed dry food, cold drinks, namkeen, etc will be accepted.

Compulsory Brands of Consumables

Salt:	Tata, Annapurna, Nature fresh
Ketchup:	Maggi, Kissan, Heinz, Tops
Oil (Sunflower)	Sundrop, Saffola, Fortune, Ginni
Pickle:	Mother's Recipe or Priya or Bedekar or Nilon's
Atta:	Ashirvad, Pillsbury, Annapurna
Instant Noodles:	Maggi or Top Raman
Flavoured Fruit Drinks	Fruity, Appy, Jumpin, Real, Tropicana
Papad:	Lijjat
Butter:	Amul, Verka,
Bread:	Kwality, Britannia, Bonn, Kitty
Cooking medium:	ISI Brand soyabean/rice oil

Penalties for Violation of Rules, Terms and Conditions

The Contractor will be fined in case of violation of the 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 dining and kitchen area, 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 2000/-, if again found defaulter fine can be increased to Rs. 5000/- and if again found defaulter the fine will be Rs.10000/- and after all these impositions; if 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 Mess Committee proposes a fine it will inform the Mess Contractor. The fine/penalty amount will have to be remitted there and then.

I _____ accept the above mentioned Terms and Conditions.

Signature of the Contractor with seal of the Company/Firm.

Date:

Time:

Place: