

## **DAV University, Jalandhar**

### **TERMS & CONDITIONS FOR CAMPUS CANTEEN**

“The DAV University will be having approximately 4000-4500 faculty, staff and students in the campus for which the University will be having a big Campus Mess & 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 for convenience:

- 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) Those contractors who have the sound financial background must apply and who can ensure quality food and service.
- 3) The earnest money deposit (EMD) for the contract of Campus Mess and Canteen is Rs.2 Lacs which will be kept as security with the University and it will be refunded back after the completion of the contract upon which no interest will be paid by the University. This EMD will be refunded back to whom the contract is not given within a month from the last date of submission of sealed application forms. The fees for application form is non-refundable.
- 4) The Contractor must ensure that the food is prepared and served in the most hygienically conditions, the staff must wear serving gloves while serving food, enough counters should be there so that students should not stand in queue for long, competent authorities of the University reserves the right to check the same and found any sort of lapse the penalties will be imposed.
- 5) 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 and nothing should be kept on floor.
- 6) The catering 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. The contractor will pay electricity charges every month.

- 7) 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 9.00am to 7.00pm on all the days. The canteen cannot be closed without obtaining the prior permission from the competent authorities of the University.
- 8) The Contractor will provide only those food items in the canteen which allowed by the University and will get the rates of all the rates 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.
- 9) Maintenance jobs such as replacement of light bulbs, tube lights, taps, etc. in the canteen/kitchen area are the sole responsibility of the catering contractor.
- 10) Kitchen equipment, gas, chulas, water coolers with RO, fridge etc. will be installed by the contractor at its own costs. All service utensils like plates, glasses, dongas, service spoons etc. will be arranged by the contractor. Upkeep and maintenance of such furniture provided in the dining hall by the University will be the sole responsibility of the contractor and all the replacements must be approved from the competent authority of the University. If there will be any damage to the property of the University, the penalty will be imposed and University will not tolerate any sort of mishandling with the furniture and fixtures and fittings installed in the area provided.
- 11) 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.
- 12) 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.
- 13) The University would reserve the right to check on cleanliness and upkeep of premises, quality of provisions, service and quality of the food and any deficiency found penalty procedure will be applied.
- 14) 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.
- 15) Security of premises, equipment, fittings and fixtures, furniture etc. is the responsibility of the catering contractor.
- 16) The contractor will NOT employ any child labour.

- 17) Contractor should submit all necessary statutory documents.
- 18) 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.
- 19) The contractor should adhere to the provisions of the Service Tax, Provident Fund Act, the "Minimum -Wage-Act" and other such acts which are applicable.
- 20) The Contractor should ensure that the payment is made to the labourers as per Minimum wages act to the satisfaction of the licensee.
- 21) The contractor will adhere to all laws of the land at its own responsibility and costs. The University will not be responsible for life and safety at work place and they should be duly insured.
- 22) Consumption of alcohol or alcoholic beverages and smoking is banned in the whole canteen area, if found violating legal action will be taken and contract will be terminated.
- 23) 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.
- 24) 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.
- 25) 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 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**

Salt:	Tata, Annapurna, Nature fresh
Cooking Oil	Sundrop, Godrej, Saffola, Fortune, Ricella, Soyabean Oil
Spices	MDH, Ashoka, Catch, Ramdev
Atta:	Ashirvad, Pillsbury, Annapurna, AgmarkChakki Atta
Ketchup:	Maggi, Kissan, Heinz, Tops
Pickle:	Mother's or Pravin or Priya or Bedekar or Nilon's or Tops
Milk & Curd	Verka, Super, Metro, Amul and Nestle.
Butter:	Amul, Verka, Brittania, Nutralite
Bread:	Kwality, Bonn, Kitty

## **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 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 up to Rs. 5000/- and if again found defaulter the fine will be Rs. 10000/- 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 Mess Committee proposes a fine it will inform the Mess Contractor. The fine/penalty amount will have to be remitted there and then.

Registrar

Name and Signature of the Contractor