

DAV University, Jalandhar

University Tuck-shop & General Store

The DAV University will be having 4000-4500 students in its campus this year, so we are interested in giving the contract for operating a Tuck-shop & General Store in the campus of the University which will facilitate our faculty, staff and particularly students staying in campus hostels. There are approximately 1800 students who are residing in the University hostels inside and outside the campus of the University. The contractor will be given the space size 11ft by 9ft for erecting the kiosk which will be the Tuck-shop & General Store of the University, for which sealed quotations are invited whereas the monthly base rent of the kiosk will be Rs.10,000/-.

The kiosk must have the provisions for general items required by the students such as toiletries, recharge coupons, confectionery (toffees, chocolates & chips), photo-stat and other daily consumable items. The operator will not be allowed to keep cold-drinks, packed juices, fruits, ice-creams and any other eating material. The kiosk will be in the vicinity of the hostels.

Terms & Conditions

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) The selected vendor will deposit rent of two months as security amount to the University.
- 3) The Contractor must ensure that, the items should not be sold above M.R.P rather discounts be given where it is possible, the goods to be sold must be of good quality and any defective material be replaced without any confrontation with the students. The University reserves the right to check all this and If found violating all these requirements penalties will be imposed.
- 4) The University will provide the electrical connection to the kiosk for which electricity charges will be paid other than the rent by the contractor.
- 5) The Contractor will provide only those items in the kiosk which will be 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.
- 6) The name of the firm and of the counter must be also displayed prominently.
- 7) The cost of erection of kiosk and all installations inside will be solely borne by the contractor.
- 8) The contractor has to take proper measures of cleaning and putting the litters of the disposables in the dustbins and cleanliness of the surrounding area has to be taken care

of by the contractor.

- 9) 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 kiosk as per the Annexure A.
- 10) The University would reserve the right to check on cleanliness and upkeep of premises, quality of provisions etc and any deficiency found penalty procedure will be applied.
- 11) 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.
- 12) Security of premises, equipment, fittings and fixtures, furniture etc. is the responsibility of the catering contractor.
- 13) The contractor will NOT employ any child labour.
- 14) Contractor should submit all necessary statutory documents.
- 15) 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.
- 16) 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.
- 17) The Contractor should ensure that the payment is made to the labourers as per Minimum wages act to the satisfaction of the licensee.
- 18) 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.
- 19) 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.
- 20) 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.
- 21) 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.

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 items, 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 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 Contractor. The fine/penalty amount will have to be remitted there and then.

Registrar

Name and Signature of the Contractor