

**DAV University, Jalandhar**

**TERM & CONDITIONS FOR BOYS HOSTEL (CAMPUS) MESS-CUM-CANTEEN**

“The DAV University will be having approximately 538 Boys students in the Boys Hostel (Campus) and for catering its students the University requires a good contractor who can operate Mess-cum-Canteen in the Boys Hostel (Campus) in its campus.”

The University requires the Contractor to operate Boys Hostel Mess-cum-Canteen by using area provided by the University which includes a big dining hall with required furniture, kitchen area, washing area, store, etc.

The important terms and conditions are listed below for convenience:

- 1) That the Agreement will be for **One Academic Session (2019-20)**.
- 2) That the Contractor will have to deposit an amount of Rs. 4,30,400/- 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) The contract money will be recovered in three installments, 35% of the contract money will be recovered from the 1<sup>st</sup> bill submitted by the contractor and 15% of the contract money will be recovered from the 2<sup>nd</sup> bill and remaining 50% of the contract money will be recovered from the bill of November paid in December 2019.
- 4) The DAV University will reimburse the mess charges for Breakfast, Lunch, Evening Tea with Snacks and Dinner (As per mess menu) per student per month (Lumpsum based on actual strength per month), to the Contractor on the production of bills in original. The DAV University will deduct the meal charges for the long vacations as per academic calendar, from the bills submitted by Contractor. The GST will be paid as applicable.
- 5) There will be four meals to be provided to the hostel students which includes breakfast, lunch, evening tea with snacks and dinner as per the mess menu provided by the DAV University. The Contractor should also display the Mess Menu in the hostel mess.
- 6) The Contractor has to provide meals to the person on Hostel duty i.e. Hostel Manager/Hostel Wardens/Attendants etc., without any charges.
- 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 7<sup>th</sup> of the next month.
- 8) The Contractor has to pay water charges @ Rs. 1000/- per month and electricity charges @ Rs. 10/- per unit on actual consumption of electricity every month. (As per Meter Reading)
- 9) The Contractor will provide only those food items during meals which are in accordance with the menu provided by the DAV University.
- 10) 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, 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 DAV University reserves the right to surprise check and impose penalties in case of lapses.
- 11) The Contractor has to 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.
- 12) The Contractor must have proper racks to keep its items, nothing should be kept on floor.
- 13) The Contractor has to open Canteen late night and will provide only those food items in the canteen of the hostel 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.
- 14) The Contractor should ensure that no expired items are to be sold in the canteen.

- 15) The Contractor will be liable to pay all taxes levied by the government.
- 16) Maintenance jobs such as replacement of light bulbs, tube lights etc. in the canteen/kitchen area are the sole responsibility of the Contractor.
- 17) 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 be arranged by the Contractor. Upkeep and maintenance of such furniture provided in the dining hall by the DAV University will be the sole responsibility of the Contractor. If it is found that there is any damage to the furniture or property of the DAV University, the DAV University would be entitled to the penalties detailed hereinafter and would also be, competent to deduct the cost of repairs and replacements of such furniture and fixtures which are to be borne by the Contractor.
- 18) 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.
- 19) 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.
- 20) 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.
- 21) 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 list of workers and their ID proof (Aadhar Cards) who working in the Canteen/mess and also submit the details 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.
- 22) It is mandatory for the Contractor to make suitable staying arrangements for its staff and if any staff required to stay in kitchen/canteen area, a prior permission be taken by the Contractor from the Authorities.
- 23) 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.
- 24) 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.
- 25) Security of premises, equipment, fittings and fixtures, furniture etc. is the responsibility of the Contractor.
- 26) The Contractor will NOT employ any child labour and shall adhere by all the government rules and regulations.
- 27) The Contractor should submit all necessary statutory documents.
- 28) 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.
- 29) The Contractor 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)
- 30) The Contractor should ensure that the payment is made to the laborers as per Minimum wages act to the satisfaction of the licensee.
- 31) 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.
- 32) Consumption of alcohol or alcoholic beverages and smoking is banned by the DAV University. Any violation will attract legal action and the contract will be terminated.

- 33) 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.
- 34) The Contractor will not sublet the contract. If found so, it will invite termination of contract and forfeiture of security.
- 35) 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.
- 36) 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**

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

**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 quality of food, serving of food, cleanliness of dining & kitchen area, 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**

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