

DAV University, Jalandhar

Kiosks

The DAV University will be having around 5000-6000 students in its campus this year, so University is interested in giving the contract for operating the Kiosks in the campus of the University which will facilitate our faculty, staff and students. There will be Seven Number of Kiosks for which sealed quotations are invited.

The Kiosk will be serving Snacks, cold/hot beverages/ fresh juices, shakes etc. in the vicinity of Academic Block, Admin Block and Hostels.

Terms & Conditions

The important terms and conditions are listed below for convenience:

- 1) The Contract Agreement would be effective from 1st July 2018 to 31st May 2019 and can be renewed with minimum 10% increase in rent for the second year. This extension of the contract for second year will be subject to satisfactory performance of the Contractor.
- 2) The annually minimum base rent of every Kiosks will be Rs. 189000/- + GST as applicable
- 3) The rent of the Kiosk will be charged annually in advance at the time of the start of contract.
- 4) The Contractor will have to pay water charges @ Rs. 500/- per month and electricity charges @ Rs. 10/- per unit on actual consumption of electricity monthly. (As per Meter Reading)
- 5) The Contractor is not allowed to use LPG Gas/Oil based hot plates, however microwave and electric hot plates are allowed.
- 6) 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, no stale food should be sold, there should not be any sort of littering around the kiosk, required no of sweepers should be engaged to maintain cleanliness in and around the kiosk. The DAV University reserves the right to surprise check and impose penalties in case of lapses.
- 7) The Contractor will provide only those items in the Kiosk 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.
- 8) The cost of erection and all installations inside the Kiosk will be solely borne by the Contractor.
- 9) The Contractor has to use all disposable items for serving the food however serving in articles made up of plastic is prohibited. Proper measures of cleaning and putting the litters of the disposables in the dustbins has to be taken care by the Contractor.
- 10) The Contractor will be liable to pay all taxes levied by the government.
- 11) The DAV University shall be entitled to claim damages for mishandling the furniture and fixtures and fittings installed in the area provided. Penalty will be imposed on the Contractor in addition to the cost of repairs and replacements which are to be borne by the Contractor.
- 12) 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**.
- 13) 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 ID proof and police verification documents of all its employees working in the Kiosk 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.
- 14) 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.

- 15) 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.
- 16) The Contractor should submit all necessary statutory documents. (Aadhar Card, PAN Card, GST Number etc.)
- 17) The Contractor should adhere to the provisions of the GST, Provident Fund Act, the Minimum Wages Act and other such acts which are applicable.
- 18) 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 the workplace; the staff of the Contractor should be duly insured.
- 19) 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.
- 20) The Contractor has to comply with the standards of the Hygiene and sanitation of the Govt. Health Department. 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.
- 21) The Contractor will not sublet the contract. If found so, it will invite termination of contract and forfeiture of security.
- 22) 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.
- 23) 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.

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 Kiosk, 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) The Contractor will be given a warning in writing initially, thereafter a fine of Rs. 5,000/-, if again found defaulter fine can be increased up to Rs. 10,000/- and if again found defaulter the fine will be Rs. 20,000/- 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 DAV University will attract a fine of Rs. 5,000/- on the Contractor.
- 4) As and when the DAV University proposes a fine it will inform the Contractor. The fine/penalty amount will have to be remitted there and then.

I/We agree with the above terms & conditions and the decision of D.A.V. University, Sarmastpur, Jalandhar, will be final and binding on us.

SIGNATURE OF THE APPLICANT
NAME & DESIGNATION
SEAL OF ORGANISATION