

# DAV University, Jalandhar

## Kiosks

The DAV University will be having around 5000 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 Eight 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.

### **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 pay contract money + GST to the DAV University in advance.
- 3) The Contractor will pay water charges @ Rs. 500/- per month and electricity charges @ Rs. 10/- per unit on actual consumption of electricity monthly (as per Meter Reading) to the DAV University
- 4) The Contractor is allowed to use Gas/flames based stoves along with microwave and electric hot plates.
- 5) The Contractor will get its connected electrical load to be approved by the competent authority. In case any noncompliance for the same, fine will be levied as per the decision of the competent authority.
- 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 sell the items after getting them approved from the Competent Authority of the DAV University. The rates must be displayed at prominent place of the Kiosk. 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 installations inside the Kiosk will be solely borne by the Contractor.
- 9) The Contractor will 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 in the dustbins has to be taken care by the Contractor.
- 10) The Kiosk must remain open from 8.30am to 6.00pm on all the working days.
- 11) The Contractor will be liable to pay all taxes levied by the government from time-to-time.
- 12) The DAV University shall be entitled to claim damages for mishandling the furniture, fixtures & fittings installed in the area provided. Penalty will be imposed on the Contractor in addition to the cost of repairs and replacements.
- 13) The Contractor will 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**.
- 14) 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.
- 15) The DAV University would reserve the right to check on cleanliness of premises, quality of provisions being sold by the Contractor. If any deficiency found, penalty will be imposed.
- 16) The Contractor shall attend all meetings as scheduled by the DAV University. The prior information of the meeting will be given the DAV University.
- 17) The Contractor must submit all necessary statutory documents. (Aadhar Card, PAN Card, GST Number etc.) to the DAV University.

- 18) The Contractor must adhere to the provisions of the GST, Provident Fund Act, the Minimum Wages Act and other such acts which are applicable.
- 19) The Contractor will adhere to all laws of the land at his/her 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.
- 20) Consumption of alcohol or alcoholic beverages and smoking is strictly prohibited on the campus. Any violation of the same may lead to legal action which may also result into termination of contract also.
- 21) 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.
- 22) The Contractor will not sublet the contract. If found so, it will invite termination of contract and forfeiture of security.
- 23) The DAV University reserves the right to make any amendments in the Terms & Conditions as & when required with the consent of the Contractor.
- 24) In the event of the any dispute with regard to any of the term and conditions of this agreement, the same shall be referred to the Arbitrator i.e. Vice-Chancellor and decision thereon shall be final and binding on both the parties, 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 penalty or fine may be imposed in violation of rules, terms and conditions and with regard to the discrepancy found in the cleanliness of Shop, 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