

DAV University, Jalandhar

Books & Stationery Shop

The DAV University will be having around 7000 students in its campus this year, so we are interested in giving the contract for operating a Books & Stationery Shop 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 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.

- 1) The Contract Agreement would be for a period of One Academic Session (As per academic calendar) and can be renewed subject to the satisfactory performance of the Contractor with minimum 10% increase in rent.
- 2) The rent of the kiosk will be charged biannually in advance and to be paid by the contractor in two installments (Half Yearly)
- 3) The Contractor will pay electricity charges @ Rs. 10/- per unit on actual consumption. (Meter Reading)
- 4) The Contractor has to keep the shop as well as its surrounding neat and clean.
- 5) The Contractor will be liable to pay all taxes levied by the government.
- 6) The University will not tolerate any sort of mishandling with 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.
- 7) The Contractor will provide only those items/services in the shop which are allowed by the University and will get the rates of all the items approved from the competent authority of the University and they must be displayed prominently.
- 8) The Contractor will display the name of the firm, rate list of the items and services offered at the outlet and will also adhere to all mandatory rules notified by the government pertaining to employment, taxes etc.
- 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 of all its employees working in the Shop as per the Annexure-A. If any staff of Contractor found misbehaving with any Faculty, Staff or Student of University, strict action will be taken against the Contractor.
- 10) The University would reserve the right to check on cleanliness and upkeep of premises, quality of provisions, and any deficiency found penalty procedure will be applied.
- 11) Security of premises, equipment, fittings and fixtures, furniture etc. is the responsibility of the Contractor.
- 12) The Contractor will NOT employ any child labour and shall adhere by all the government rules and regulations.
- 13) The Contractor should submit all necessary statutory documents.
- 14) 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.
- 15) The Contractor should adhere to the provisions of the Service Tax, Provident Fund Act, the Minimum Wages Act and other such acts which are applicable.

- 16) The Contractor should ensure that the payment is made to the laborers as per Minimum wages act to the satisfaction of the licensee.
- 17) The Contractor will adhere to all laws of the land at his own responsibility and costs. The University will not be responsible for life and safety at work place; the staff of the Contractor should be duly insured.
- 18) 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.
- 19) The Contractor shall not engage any person suffering from infectious disease at the shop.
- 20) The Contractor will not sublet the contract. If found so, it will invite termination of contract and forfeiture of security.
- 21) 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.
- 22) 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 service, cleanliness of area provided, personal hygiene of workers, changing of the employed staff without information to the University, charging rates of the items not approved by the University or above MRP, 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 University will attract a fine of Rs. 5,000/- on the Contractor.
- 4) As and when the University proposes a fine it will inform the Contractor. The fine/penalty amount will have to be remitted there and then.

Place:

Date:

SIGNATURE OF THE APPLICANT

NAME & DESIGNATION
SEAL OF ORGANISATION