

## DAV University, Jalandhar

### TERM & CONDITIONS FOR GIRLS HOSTEL MESS & CANTEEN (NEW)

“The DAV University will be having approximately 240 Girls students in the university New Girls Hostel and for catering its students the University requires good contractors who can apply to operate Mess & Canteen in the New Girls Hostel in its campus.”

The University requires the Contractor to operate Girls Hostel Mess and 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) The Contract Agreement would be for a period of One Academic Session (As per Academic Calendar) and may be renewed for next Academic Session subject to satisfactory performance and with revised terms and conditions mutually accepted to both the parties.
- 2) The EMD amount of Rs. 2 Lacs deposited by the Contractor would be retained by the University as security amount which would be returned upon expiry of the term after the final settlement of payments and damages to property of the University, if any. No interest is payable on the retained Security.
- 3) There will be four meals to be provided to the hostel students which includes breakfast, lunch, evening tea with snacks and dinner. The Contractor will also provide lunch to the students/staff of the University Hostels which are out of the premises on working days. The Contractor has to provide meals up to maximum five persons without any charges to the staff appointed for looking after the operations of respective hostel by the University. **The quality of the food to be inspected by the Mess Committees from time to time. The default will attract penalties.**
- 4) The University will deduct the meal charges of students who remain absentee for continuous 3 days or more (as per the hostel attendance), from the bills submitted by Contractor
- 5) 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.
- 6) The Contractor will pay water charges as decided by the competent authority at the time of contract and electricity charges @ Rs. 10/- per unit on actual consumption. (Meter Reading)
- 7) The Contractor will provide only those food items during meals which are in accordance with the menu provided by the University.
- 8) The Contractor must ensure that the food is prepared and served in the most hygienic conditions, the staff must wear serving gloves 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 University reserves the right to surprise check and impose penalties in case of lapses.
- 9) The Contractor will 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.
- 10) The Contractor must have proper racks to keep its items, nothing should be kept on floor.
- 11) 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 University and will get the rates of all the items approved from the competent authority of the 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.
- 12) The contractor should comply that no expired item be sold in the canteen.
- 13) The Contractor will be liable to pay all taxes levied by the government.

- 14) Maintenance jobs such as replacement of light bulbs, tube lights etc. in the canteen/kitchen area are the sole responsibility of the Contractor.
- 15) 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. Upkeep and maintenance of such furniture provided in the dining hall by the University will be the sole responsibility of the Contractor and if there is any damage to the furniture or property of the University, 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.
- 16) 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 University. The Contractor should make their own arrangement for the disposal of the leftover food at their own cost on daily basis.
- 17) 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.
- 18) 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.
- 19) 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 Canteen/mess 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.
- 20) 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.
- 21) The contractor must employ lady staff to serve the meals and the male staff should be restricted to kitchen only
- 22) The 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.
- 23) 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.
- 24) Security of premises, equipment, fittings and fixtures, furniture etc. is the responsibility of the Contractor.
- 25) The Contractor will NOT employ any child labour and shall adhere by all the government rules and regulations.
- 26) The Contractor should submit all necessary statutory documents.
- 27) 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.
- 28) 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. (Kindly attach PAN Copy and PF Account No.)
- 29) The Contractor should ensure that the payment is made to the laborers as per Minimum wages act to the satisfaction of the licensee.

- 30) 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.
- 31) 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.
- 32) 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 University/Government.
- 33) The Contractor will not sublet the contract. If found so, it will invite termination of contract and forfeiture of security.
- 34) 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.
- 35) 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
Cooking Oil	Sundrop, Godrej, Saffola, Fortune, Ricella, Soyabean Oil
Spices	MDH, Ashoka, Catch, Ramdev
Atta:	Ashirvad, Pillsbury, Annapurna, Agmark Chakki Atta
Ketchup:	Maggi, Kissan, Heinz, Tops
Pickle:	Mother's or Pravin or Priya or Bedekar or Nilon's or Tops
Milk & Curd	Verka, Super, Metro, Amul and Nestle
Butter & Paneer	Amul, Verka, Britannia, Nutralite
Bread:	Kwality, Bonn, Kitty

#### **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 dining and kitchen area, 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 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.

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.

Place:  
Date:

SIGNATURE OF THE APPLICANT

NAME & DESIGNATION  
SEAL OF ORGANISATION