This Agreement executed on this day of ……. at Jalandhar between ……. …….. …… …… **, (hereinafter called the FIRST PARTY) which expression shall include his legal heirs, representatives, executors and successors;**

and

DAV University, Village Sarmastpur, Tehsil and Distt. Jalandhar through its Registrar (hereinafter called the SECOND PARTY) which expression shall include its successors & assigns.

WHEREAS the First Party has been shortlisted by the Committee constituted by the Second Party by following the proper procedure to operate and maintain **Cafeteria (outside of Academic Block)** on the campus of DAV University, Jalandhar for the bonafide students of the Second Party and their guests on the terms & conditions mutually agreed upon by both the parties.

Terms & Conditions

1) That the Agreement will be for eleven months from ……...
2) The First Party will have to pay monthly rent of Rs. ……../- (Including GST) + other charges of Rs. ……../- per month applicable w.e.f. …….., to the Second Party.
3) The First Party will deposit a security amount of Rs. ……/- (equals to the three months' rent) which will be retained for the contract period by the Second Party and no interest will paid on that amount. The security amount will be refunded to the First Party after the completion of initial term/extended term or completion of Notice Period and on submission of No Dues Certificate.
4) The rent + other charges will be paid monthly in advance by the First Party. The rent + other charges of first month along with the security amount (if any) is to be deposited on or before occupancy of shops and rent + other charges for the second month on words is to be deposited by or before …….. of every month. In case of default a penalty of Rs. ……./- per day will be imposed upto …….. of the same month after that electricity connection will be cut off without any prior information/notice. Any request for extension and/or wave off the penalty will not be entertained.
5) The First Party will pay water consumption charges @ Rs. ……/- per month and electricity consumption /genset backup facility charges @ Rs. ……/- per unit on actual consumption of units on monthly basis (as per meter reading) to the Second Party along with the advance rent.
6) The First Party is allowed to use Gas/flames based stoves along with microwave and electric hot plates.
7) The First Party will get its connected electrical load approved by the competent authority of the Second Party. In case of noncompliance for the same, fine will be levied as per the decision of the competent authority.
8) **The FSSAI License Number of First Party is ……. valid upto …….. The sale of packed food/beverages, as decided by Second Party should be as per the FSSAI Norms. The preparations will be strictly in accordance with the provisions of the Prevention of Food Adulteration Act. The First Party will ensure strict adhere to the norms laid under the Food Safety and Standards Regulations (FSSAI). In case of any violation, the First Party shall be liable for appropriate statutory action.**
9) The First Party 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 shop. The Second Party reserves the right to surprise check and impose penalties in case of lapses / may terminate the contract without any notice.
10) The First Party will sell the items after getting them approved from the Competent Authority of the Second Party. The rates must be displayed at prominent place of the Shop. The name of the firm and the counter must also be displayed prominently. The First Party will provide strictly vegetarian food only. The First Party can also sell any approved item on approved rates.
11) The cost of erection and installations inside the Shop will be solely borne by the First Party.
12) The First Party 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 First Party.
13) The Shop should remain open from 8:30 am to 8:30 pm.
14) The Second Party shall be entitled to claim damages for mishandling of its furniture, fixtures & fittings installed in the area provided. Penalty will be imposed on the First Party in addition to the cost of repairs and replacements.
15) The First Party 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 Second Party.

16) Engaging of required staff, providing uniforms etc. shall be done by the First Party with the approval of the Second Party. The First Party must submit the ID proof and police verification documents of all its employees working in the Shop as per the **Annexure-A.** If any staff of First Party found misbehaving with any Faculty, Staff or Student of Second Party, strict action will be taken against the First Party.

17) The Second Party would reserve the right to check on cleanliness of premises, quality of provisions being sold by the First Party. If any deficiency is found, penalty will be imposed / may terminate the contract without notice.

18) The First Party shall attend all meetings as scheduled by the Second Party. The prior information of the meeting will be given by the Second Party.
19) The First Party must submit all necessary statutory documents. (Aadhar Card, PAN Card, GST Number, Food License, etc.) to the Second Party and comply with the Govt./NGT norms.

20) The First Party must adhere to the provisions of the GST, Provident Fund Act, the Minimum Wages Act, FSSAI, and other such acts which are applicable and any violation of the above acts would be the sole responsibility of the First Party.

21) The First Party will adhere to all the laws of the land at his/her own responsibility and costs. The Second Party will not be responsible for life and safety at the workplace; the staff of the First Party should be duly insured.
22) Consumption of alcohol or alcoholic beverages, smoking and non veg food items, is strictly prohibited on the campus. Any violation of the same may lead to legal action which may also result into termination of contract.
23) The First Party has to comply with the standards of 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 First Party will have to satisfy the provisions of law.
24) The First Party will not sublet the contract. If found so, it will invite termination of contract and forfeiture of security.
25) The Second Party reserves the right to make any amendments in the Terms & Conditions as & when required.
26) Notwithstanding the clause of responsibility of First Party whereby the Second Party has absolute right to terminate the agreement in case of violation, Both parties can terminate the agreement without any reason by serving one month advance notice.
27) 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 the decision thereof 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

1) The penalty or fine may be imposed (as under) 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 Second Party, charging rates of the items not approved by the Second Party etc.

2) Penalty

First Time	Rs. 1,000/- fine with Warning in writing
Second Time	Rs. 10,000/- fine with strict warning in writing
Third Time	Rs. 20,000/- fine with Termination of agreement (with one month notice)

3) Absence of the First Party or his representative from the meeting called by the Second Party without prior intimation may attract a fine as per the direction of Competent Authority.

Note: Depending upon the severe nature of the complaint, the agreement can be terminated at any stage by the Second Party.

I/We agree with the terms & conditions as mentioned above.

M/s ……
(First Party)
Date:

Registrar, DAV University
(Second Party)
Date: