

Mohi-ud-Din Islamic University Nerian Sharif

AJ&K

TERM & CONDITIONS FOR MESS-CUM-CANTEEN

“The Mohi-ud-Din Islamic University Nerian Sharif (MIUNS) will be having approximately 400-600 Students, Faculty, Staff Members in the Hostel and for catering these 400-600 persons, the University requires a good contractor who can operate Mess-cum-Canteen in the University main campus.”

The University requires the Contractor to operate University Mess-cum-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 mess service will be open for Faculty, Staff, Students and Guest of the university only.
2. There will be three meals to be provided to the Faculty, Staff and Students, which includes breakfast, lunch and dinner as per the mess menu provided by the University. The Contractor should also display the Mess Menu in the mess dining hall and all notice boards.
3. The Contractor has to open Canteen late night up to 10:30 pm and will provide only those food items in the canteen which are allowed by the University Mess and Canteen Management Committee and will get the rates of all the items approved from the competent authority of the University and they must be displayed prominently.
4. The Contractor should ensure that no expired items are to be sold in the Mess and canteen. The Contractor must also ensure that the food is prepared and served in the most hygienic conditions, the staff must wear head masks 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.

5. 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.
6. 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.
7. The University would reserve the right to check on cleanliness and upkeep of premises, quality of provisions, and quality plus quantity of the food and any deficiency found penalty procedure will be applied.
8. In case of inspection of sanitation and hygiene by the 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.
9. Kitchen equipment, gas, chulhas, 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 by the Contractor. Upkeep and maintenance of such furniture provided in the dining hall by the University will be the sole responsibility of the Contractor. If it is found that there is any damage to the furniture or property of the University, the University would be entitled to the penalties detailed hereinafter and would also be, competent to deduct the cost of repairs and replacements of such furniture and fixtures which are to be borne by the Contractor.
10. The contractor shall not run the Mess and Canteen through an agent or by proxy provided that he may run it through manager duly appointed and paid by him observing the provisions of the respective law in force. Such an appointment should be made with prior intimation to the competent authority.
11. The applicant has to deposit of Rs. 100,000/- along with the application as security. The amount of the successful bidder would be retained by the University

as security amount. The security amount would be returned upon expiry of the term after the final settlement of payments. No interest is payable on the retained Security. However, in case of any damage to the property or furniture or otherwise the same shall be deducted from this amount.

12. The Contractor will be liable to pay all taxes levied by the government where GST will be charged on contract money as applicable.
13. The Contractor has to pay electricity charges @ Rs. 10/- per unit on actual consumption of electricity every month. (As per Meter Reading)
14. The Contractor must have proper racks to keep its items, nothing should be kept on floor.
15. No mess equipment or furniture items shall be shifted outside or brought in the Mess and Canteen without prior permission of the competent authority.
16. The contractor and his staff must be courteous to the customers and should not enter into any discussion regarding arrangement etc.
17. Maintenance jobs such as replacement of light bulbs, tube lights etc. in the Mess and canteen kitchen, dining hall etc. area are the sole responsibility of the Contractor.
18. Engaging of required staff, providing uniforms etc. shall be done by the Contractor with the approval of the University. The Contractor must submit the list of workers and their ID proof (NIC) who working in the mess/ Canteen and also submit the details 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.
19. 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.
20. The Contractor shall attend all meetings of the Mess and Canteen Management Committee as and when scheduled. The prior information of the meeting will be given to the Contractor.

21. Security of premises is the responsibility of the contractor, furniture and fittings will be provided by the University. However their safety will be ensured by the contractor.
22. The Contractor will NOT employ any child labour and shall adhere by all the government rules and regulations.
23. The Contractor should submit all necessary statutory documents.
24. 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.
25. 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.
26. Consumption of alcohol or alcoholic beverages and smoking is banned by the University. Any violation will attract legal action and the contract will be terminated.
27. The Contract Agreement would be for a period of One Year and may be renewed for next Year subject to satisfactory performance and with revised terms and conditions mutually accepted to both the parties if deemed necessary.
28. On the completion/termination of the Contract, physical possession of the furniture, 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.
29. The Contractor will not sublet the contract. If found so, it will invite termination of contract and forfeiture of security.
30. The University reserves the right to make any amendments in the Terms & Conditions as & when required and deemed fit with mutual consent of the Contractor.
31. The Contract may be terminated after giving one month notice by the University without assigning reasons whatsoever. In case Contractor wants to terminate the contract, they have to give minimum two months' notice.

32. 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 as sole arbitrator and its decision thereon shall be final and binding on Contractor.

Penalties for violation of rules, terms and conditions

The quality of the food will be inspected by the Mess and Canteen Management Committees from time to time. The default will attract penalties. 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 Mess and Canteen Management Committee etc.
2. 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 Mohi-ud-Din Islamic University Nerian Sharif (MIUNS), will be final and binding on us.

SIGNATURE OF THE APPLICANT

NAME & DESIGNATION

SEAL OF ORGANISATION