

TERMS & CONDITIONS

A. ACCOUNTS RELATED

1.	The Lease amount of Canteen is fixed and will be collected at the time of agreement for a period of Two years on monthly rental basis. In case of any extension the lease amount shall be paid to the JNAFAU in proportion to the extended time and before such extension
2.	The Contractor should execute an agreement on non-judicial stamp paper, incorporating the various terms and conditions, the amount of Rs.1,00,000 (Rupees one lakh only) shall be paid as security deposit and will be adjusted as interest free security deposit which shall be refunded after the expiry of the agreement and after adjusting applicable deductions, if any.
3.	It will be the sole responsibility of the Contractor alone to execute the entire contract on his own. The Contractor should not assign or sublet the contract.

B. BASIC AMENITIES

1.	The Registrar, JNAFAU will provide basic facilities such as furniture for carrying out preparation of food and service activities in dining room. These facilities will be under the control of the Contractor and he/she will be responsible for any damage other than usual wear and tear. (List enclosed) utensils and other equipment shall be arranged by the Contractor.
2.	The JNAFAU will provide electricity to the Canteen for the exclusive purpose of running the dining facilities. Charges will be paid by Contractor.
3.	The Contractor should be solely responsible for the arrangements of gas refills out of his own resources and its safe custody and usage.
4.	On expiry of the agreement, all the equipment/articles/facilities provided to the Contractor shall be returned in good condition subject to the allowable wear and tear and no excuses of any nature whatsoever will be entertained for any loss or any damage to the equipment/articles/facilities. In case of any loss or damage, the Contractor will have to replace the lost items /carry out necessary repair, subject to the approval and instructions of the JNAFAU
5.	Fire safety Measures: The Contractor has to provide suitable number of fire extinguishers

C. PUNCTUALITY AND DISCIPLINE

1.	Utmost attention has to be given to provide wholesome quality dishes, cleanliness and hygiene and render good acceptable services besides maintaining punctuality in services without any complaint from diners which is equally important
2.	Contractor or his mess manager is required to remain present in the canteen. The menu should be displayed on the notice board.
3.	The contractor shall maintain a suggestion book for recording the suggestions for improvement. Such suggestions have the approval of the JNAFAU should be forthwith acted upon.
4.	The Contractor shall be responsible for the proper conduct and behavior of the canteen workers engaged by him. The Contractor along with his workers shall behave politely with staff/ students and visitors. If it is found that any worker has misbehaved with any of the staff or students/Customers /visitors the Contractor has to take action as decided by the JNAFAU.
5.	The Contractor shall not employ any mess worker whose track record is not good. He should not have involved in any crime / offence / police case.
6.	The employees cannot reside in the place of work for their duty in respect of the functioning of the dining facility.
7.	Storage / consumption of any alcoholic drink / liquor is strictly prohibited. The Contractor shall not serve any of such substance / drink in canteen. Smoking, consuming tobacco etc., are also prohibited in the premises.

D. MENU RELATED

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| 1. | The Contractor shall provide food as per the menu prescribed. Basic menu to be served by the Contractor (Menu enclosed). The JNAFAU reserves its right to modify the menu and revise the same at its discretion in consultation with the Contractor to suit the availability of seasonal vegetables and their market supply. |
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E. Canteen Operation related

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| 1. | Notwithstanding anything contained in the terms and conditions, the JNAFAU shall be at liberty to terminate the contract by giving 30 days clear notice without assigning any reason whatsoever. |
| 2. | After the award of the contract, the Contractor shall be on trial for 3 months, subject to fortnightly review of performance, and the continuance of the contract for the remaining period shall be subject to satisfactory performance during the trial period. |

F. Quality of food and Hygienic conditions related

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| 1. | The food, raw materials, ingredients etc. are to be of good quality, clean, fresh, nutritious, hygienic and edible. No cooked food shall be stored / preserved after meals. |
| 2. | The Contractor shall use only branded raw materials and best quality for preparing the food. Procurement of first quality branded groceries; vegetables etc. will be the responsibility of the Contractor. The brand items will be decided by the JNAFAU. The members of the Committee reserves the right to check all materials brought to the canteen as well as cooking practices. In the event of the quality of the food served being poor or not adhering to contractual conditions, the Registrar, JNAFAU will be free to impose penalty as deemed. |
| 3. | Keeping the kitchens, dining halls and mess premises and surroundings neat, clean and hygienic are the responsibilities of the Contractor. Strict adherence of the hygiene of messes and its surrounding is essential. Disposal of waste getting clogged in drainage lines have to be cleared by Contractor. Registrar's suggestions / actions regarding cleanliness have to be followed and the expenditure will be borne by the Contractor. Any violation on the part of Contractor is liable for appropriate penal provisions. |
| 4. | The utensils are to be cleaned using detergent powder/soap with warm water after every meal. |
| 5. | Contractor shall be solely responsible for any cases of incidence of food poisoning and shall bear the complete expenditure arising out of this for medical treatment of the canteen consumers. In addition, penalty may be imposed on the Contractor as decided by the JNAFAU for such incidences. Since the services include food and eatable, the provisions of Prevention of Food Adulteration Act, 1954 are binding on the Contractor. |
| 6. | There will be strict check on quality of food. The items of food served will be frequently checked by the Committee constituted by the JNAFAU. Such quality audit may be a test audit or random audit. |

G. Work force related	
1.	<p>a) Minimum workforce for running the canteen/ mess successfully shall be employed as per the need and requirement</p> <p>b) One/two supervisors must be present in canteen, and he should be entrusted the duty of quality control and hygiene.</p> <p>c) Same Chefs should be employed to maintain same taste and quality of food. Chefs should not be changed from time to time.</p> <p>Note If it is required the mess contractor may employ some more additional work force in addition at canteen.</p>
2.	The Contractor is required to maintain the details of all his employees / mess workers on daily basis in a attendance register. This information along with their photographs shall be submitted to the Registrar, JNAFAU in the format that may be prescribed.
3.	Separate staff shall be employed in each category of canteen workers i.e., chef, supervisors, cooks, asst. cooks, helpers (i.e., separate for cleaning purpose and serving purpose)
4.	Employment of child labour (below the age of 18) is strictly prohibited.
5.	The employees of the Contractor should wear uniform along with, cap, gloves etc.
6.	All expenses relating to the employment of the mess workers engaged by the Contractor shall be within the scope of the Contractor. The Contractor shall have full control over his employees including the right to appoint, determine service conditions, discharge, dismiss or otherwise terminate their services at any time. The Contractor shall be solely responsible for any claim arising out of employment or termination of employment of his mess workers and for statutory payments. The Contractor is solely responsible for the payment of minimum wages for their mess worker as per the Government norms and deductions towards PF and ESI. The record of duty hours and pay structure should be maintained as per rules, for inspection by authorized government personnel and Registrar, JNAFAU and for meeting other statutory and non statutory benefits/obligations. The Contractor shall comply with the provisions of the Factories Act, Contract Labour (regulation and abolition) Act, Workmen Compensation Act, Employees PF Act, Minimum Wages Act, Payment of Wages Act, Payment of Bonus Act and the Rules framed thereunder or any other Laws and Rules as may be applicable from time to time in respect of the workers engaged by him. The Contractor when required by the JNAFAU shall produce the registers and records for verification and comply with other directives issued by the JNAFAU for compliance of the statutory provisions. Thus, the Contractor has to follow all labour laws/government laws and all statutory obligations in regard of employing the mess workers. The Contractor shall be solely responsible for any dispute / violation of labour laws.
H. Lease of Canteen terms & conditions	
1.	The University will provide accommodation for running the Canteen and the Contractor (Canteen proprietor) shall run the Canteen in the premises earmarked for the purpose. Electricity charges for every month are to be paid by the Contractor. This will be based on the actual consumption recorded in the electric meters fixed in the canteen. The electricity charges will be borne by the Contractor as per the sub-meter fixed in the canteen building or on average consumption rate charged by the default and the rate chargeable per unit will be commercial rate charged by Electricity Department as applicable from time to time. Fixed water charges @ Rs. 2500/- will be collected per month. Purified drinking water has to be provided by the tenderer at his own cost for canteen customers. Registrar, JNAFA University may check the quality of drinking water from time to time.

2.	The University shall fix the rates for each item that are to be served at the canteen and the Contractor shall have to serve those items only at the rates and quantum fixed (MENU) chart accordingly should be displayed at the canteen. Further, sale of Pans/Cigarettes/Ghutkas/Alcohol prohibited Soft drinks/Junk food and other such banned item at the canteen is strictly prohibited.
3.	The Contractor should not transfer the management to any other individual or agency. The Contractor has to appoint a responsible person, who should be present at the premises and supervise the day today affairs of running of Canteen and shall not give scope for any complaints either from students/staff.
4.	The University authorities shall have every right to inspect the Canteen without any notice and can seal the Canteen in case of violation of terms and conditions.
5.	The food shall be prepared as per the norms laid down by the Food and Drug Administration and shall be of the highest standards of hygiene and sanitation
6.	The Canteen shall be kept open throughout the year and remain closed on Sundays and public holidays as per list given by University. In case the Canteen is to be closed for any maintenance, prior permission from the Registrar, JNAFAU shall be taken in writing, at least one week in advance. In case of any function or event in the University the Registrar may instruct the canteen to function on such days.
7.	The Canteen should be run during the timings from 07.00 A.M. to 06.00 P.M. on all working days. The University shall however reserve the right to revise the timings.
8.	In case if any dispute arising between Contractor and the University, the same shall be resolved mutually.
9.	The Contractor (Canteen Proprietor) will have to abide by the decisions taken by the University from time to time for proper running of the Canteen
10	Junk food is not permitted and stalls not permitted outside/inside the canteen.

I. Legal & safety conditions related

1.	In case the Contractor fails to operate the contract or comply with any of the contractual obligations, JNAFAU reserves the right to get the same done at the Contractor's risk and cost by another agency apart from recovery of a penalty.
2.	The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.
3.	In case JNAFAU is held liable for any loss, damage or compensation to third parties due to the Contractor, such loss, damage or compensation shall be paid by the Contractor to JNAFAU together with the costs incurred by JNAFAU on any legal proceedings pertaining thereto.
4.	All necessary personal safety equipments as considered adequate shall be made available by the Contractor for use by personnel employed on the site and maintained in a condition suitable for immediate use. The Contractor shall take adequate steps to ensure proper use of equipment by those concerned. Special emphasis will be laid on fire safety norms and proper operation of electrical gadgets/ instruments and firefighting equipment etc., placed at the disposal of the Canteen. The Contractor shall take appropriate safety measures against outbreak of fire and will be held responsible in case of such an incident occurring. Liability / responsibility in case of any fire accident or any other accident-causing injury/ death to mess worker/s inmates or any of his staff shall be of the Contractor. The Committee or Registrar, JNAFAU shall not be responsible in any means in such cases.
5.	Disposal of waste material shall be done by the Contractor in accordance with the prevalent rules and regulations. He shall take all needs and precautions to clear off the garbage to a suitable location and maintain hygiene in mess premises.
6.	The contractor will not be permitted to franchise the lease of canteen for any other commercial activity outside the canteen. The canteen should not be used for any other purpose, other than the catering services for students/staff & visitors.

7.	Mess workers and cook should be healthy and medically fit. The Contractor should ensure that all his workers are free from communicable diseases. If any mess worker is found medically unfit, he/she may not be given permission to continue his/her duties and the Contractor has to replace him/her immediately without fail.
8.	JNAFAU will not be liable for any medical attention, injury / loss of life of the mess or any other worker engaged by the contractor in the preparation, transportation of the food items to the Dining Halls and further service as per the contract. A suitable insurance coverage for the staff of Contractor shall be arranged by the Contractor at contractor's cost towards compensation of any loss to their workmen as per legal provisions.
9.	In the event of the disputes, differences, claims and questions arising between the parties hereto arising out of this agreement, all such dispute claims shall be referred to Sole Arbitrator appointed by the JNAFAU. All legal disputes shall be subject to the jurisdiction of court at Hyderabad.
10.	JNAFAU reserves the right to review, modify, alter, add and delete any of the terms and conditions of the contract.
11.	The Contractor should not transfer the management to any other individual or agency. The Contractor has to appoint a responsible person, who should be present at the premises and supervise the day to day affairs of running of Mess and shall not give scope for any complaints either from students/staff & visitors .