

# SANT GADGE BABA AMRAVATI UNIVERSITY GAZETTE

Official Publication of Sant Gadge Baba Amravati University



PART - ONE

Thursday, the 21<sup>st</sup> August, 2014

Rule No.7/2014

## ALLOTMENT OF MESS ON CONTRACT BASIS IN THE UNIVERSITY GUEST HOUSE, RULES- 2014

Whereas, the university provides temporary accommodation to the Guests of the university in the Guest House which are built by it in its campus,

and

Whereas, the Guest House are consisting of a Kitchen, Dining Hall and Store Room for the Mess for preparing and serving Lunch, Dinner, Breakfast, tea etc. for the guests residing in the Guest House,

and

Whereas, it is expedient to frame the rules for allotting the Mess on, contract basis in the University Guest House the Management Council is pleased to make the following rules :-

- 1) These rules may be called "Allotment of Mess on Contract Basis in the University Guest House, Rules 2014"
- 2) These rules shall come into force with effect from the date of its approval by the Management Council.
- 3) In these rules, unless the context otherwise require –
  - i) "The University" means Amravati University established by Amravati University Act, 1983. hereinafter called "Sant Gadge Baba Amravati University"
  - ii) "The Registrar" means Registrar of the university appointed under the provisions of the Maharashtra Universities Act, 1994.
  - iii) "Guest" means person/s who use to come in the campus for University work, excluding labours & student/s of the university/college, and desire to stay in the University Guest House, temporarily or for a specific period decided by the university, having documentary evidence that they came in the campus for university work and the persons who are allowed to stay in the Guest House with permission of the Registrar.
  - iv) "Mess" means the Mess consisting of Kitchen, Dining Hall & Store Room of the Guest House to be run by the contractor for providing Lunch, Dinner, breakfast, tea, coffee etc. to the guests on the charges approved by the Management Council of the university.
  - v) "The Contractor" means a person or agency engaged for running the Mess on contract basis in the university Guest House.
- 4) The Registrar shall invite the tenders/ quotations as per Accounts Code for allotting the Mess on contract basis in the Guest House of the university.
- 5) The Contractor shall execute the agreement with the Registrar in the format approved by the Management Council from time to time.
- 6) The tenderer shall submit alongwith tender the experience certificate, registration certificate in case of agency and any other relevant documents.
- 7) The tenderer will have to submit Solvency Certificate worth of the value of the tender.
- 8) The Contractor shall deposit with the Registrar a sum of Rs. 10,000/- as security deposit without interest for University Guest House for the assurance and obligation of the contractor. The said amount shall be kept as a Security Deposit for the performance and observation of the terms and conditions of this agreement. That if the Contractor commits breach of any terms and conditions of the contract and the contract hereby granted will be terminated by the Registrar and the Security Deposit will be forfeited to the Registrar without prejudice to the other rights of the Registrar under this rule.

However, if the contract is terminated without any default on part of the Contractor or its servants and agents, the said deposit will be refunded to the Contractor without any interest, on such termination of the contract.

- 9) The university shall prepare a comparative statement of the tenders received from the tenderers within a stipulated date and place before the Management Council for offering the contract.
- 10) An agreement for appropriate value on stamp paper of Rs 500/- for University Guest House shall have to be executed with the Registrar before commencement of the contract. The stamp fee will be borne by the Contractor.
- 11) The Contractor shall pay the monthly maintenance charges /License fee on or before the 5th day of every following month to the Registrar.
- 12) The university will not supply the crockery and utensils (except furniture) to the contractor. The Contractor shall arrange the crockery and utensils at his cost required to run the Mess of the Guest House .
- 13) The Contractor shall submit the list of the servants with their addresses and shall make clear who will be in-charge in absence of the Contractor in emergency. The staff should be periodically subjected to medical examination as may be directed by the Registrar to ensure healthy environment in the Mess.
- 14) The necessary permission, as required, shall be obtained by the Contractor from Municipal Corporation or Govt. Agency or Govt. Department to run the Mess and be displayed at the appropriate place in the Mess.
- 15) The Contractor shall not acquire any right, title or interest on the Mess any manner whatsoever.
- 16) The Contractor shall not sub-lease the Mess to any person or allow any other person to run the Mess.
- 17) The contractor shall not appoint any child labour.
- 18) The university shall not take any guarantee of the property of the Contractor kept in and preserved in the Mess from injury or any damages.
- 19) The Contractor, at his cost, immediately remove the articles of food and drink if not found suitable on hygienic and sanitary ground as per the directions of Registrar or his authorised representative and the Contractor shall comply the said order immediately.
- 20) Neither the Contractor nor his servant shall cause any nuisance or give annoyance to the Guest/s and shall not interfere in any way with their quiet and comforts by any means i.e. playing Radio, Tape Recorder, TV etc. The Contractor shall be responsible for the proper conduct of his staff and to see that any member of the staff conducts no unlawful activities in the premises. The behaviour of the staff shall be courteous and they should be dressed in clean uniform with badges and numbers. The Contractor shall provide dishes, tea according to the prescribed manner. Food stuffs which shall be of the best quality, cooked, cleaned and wholesome. Food stuffs, ingredients and entire premises allotted to the Contractor shall be kept quite clean and will be subject to inspection of the Registrar or his authorised representative. The Contractor shall not store or allow to accumulate therein any refused or any article combustible or dangerous nature and shall not allow such articles to be used in the manner endangering the safety to the building. Contractor shall take proper precaution to make fire proof mess.
- 21) The Contractor shall use good quality tea powder for preparation of the tea and serve tea/ breakfast in the meeting of the authorities of the university in his own crockery. Similarly, the Contractor shall serve the tea / breakfast to the guests in their suits of the Guest House as per their demand, as and when required. The Contractor shall accept the order of the university for Lunch, Dinner, breakfast etc. for the persons for whom the university shall have to provide Lunch, Dinner, breakfast etc. The Contractor shall use fresh vegetable and other articles.
- 22) The Contractor shall provide his services on all days including Sundays and Holidays.
- 23) The Contractor shall not run another business in the Mess without permission of the university. As and when it shall come to the notice of the university, the contract would be liable to be terminated at any time, without prior notice.
- 24) The Contract executed with the Contractor may be terminated by one calendar month's notice on the University at any time without assigning any reason. However, in case of emergency, the university reserves the right to terminate the contract at any time by giving 24 hours notice by the university.
- 25) The period of contract will be of 24 months from the date of its commencement. The contract be automatically terminated on the last day of contract and contractor will have to immediately vacate the mess and premises. That after the period of completion of contract if the Contractor fails to vacate the premises and mess, the contractor shall be treated as wrong doer.

- 26) On the termination of the contract, the contractor shall vacate the Mess thoroughly cleaned condition failing which the university shall be at liberty to have carried out the cleaning at the expenses of the Contractor.
- 27) The rates of the Lunch/Dinner, tea, coffee etc. to be charged to the guest shall be approved by the competent authorities. The Contractor should prepare a Rate Board of size 2 ft. x 4 ft. of the all articles of Food, Soft Drink, Lunch / Dinner before taking possession of the Mess as per approved rates and display the Rate Board at a conspicuous place in the Mess. The contractor will provide a printed menu card giving details of items and their rate which will be available during break fast, lunch and dinner in every room.
- 28) The Contractor shall not sale Ghutkas, Tobacco or similar 'Tobacco-mixed eatables and prohibit the consumer or any other person/s from smoking in the Mess in the interest of public helth. He shall follow the provisions of Govt. Gazette dated 17.2.2000 and dated 17.2.2001 issued by the Commissioner, Food and Drug Administration, Maharashtra State and Food (Health).
- 29) The Contractor shall not make any addition or alterations to the Mess without permission of the Registrar. All such additions and alterations shall, on the termination of the contract, be the property of the university and the Contractor shall not be entitled to claim and compensation thereof The university, may, however, permit the Contractor to remove any additions or alternations at his own expenses.
- 30) The Contractor will be responsible regarding the complaints in respect of eatable.
- 31) The Contractor shall keep the Mess open to all castes and communities without any distinction.
- 32) All the articles for the preparation of eatable items etc. shall be fresh and of good quality and the crockery and plates to be used in the Mess shall be of standard and good quality.
- 33) The Contractor shall pay the monthly water charges as per meter reading or the rates fixed by the university.
- 34) The contractor shall pay the electric energy charges as per the meter reading and rates fixed by the M. S.E. D.Co.Ltd. from time to time.
- 35) The contractor shall make good the loss/ damage caused, if any, to the University Guest House as a result of declaration of the duties of any staff member of contractor, within a specific period. The cost of the damaged/lost material decided by the Registrar, will be recovered from the Contractor.
- 36) The agreement to be executed with the Contractor shall be in force for an initial period to be specified by the university from the date execution of the agreement. However, it may be renewed at the discretion of the university, subject to such terms and conditions as may be specified by the university in this behalf.
- 37) The mess and the property which was allotted to the contractor to run the mess in possession of the University and contractor can not claim possession of the same. In case the Contractor fails to vacate the premises on expiry of the term, then the Registrar shall have authority to remove all the belongings and keep the same out side the premises without being responsible for any loss or damages caused to the Contractor's belongings. It shall be lawful for the Registrar to restrain the Contractor from entering in the said premises. The Registrar shall have a right and authority to put up a lock to the said mess.
- 38) In case the Contractor fails to vacate the said premises on expiry of the term, the security deposit shall be forfeited and the Contractor shall not claim the deposit whatsoever. So also the Contractor shall pay the penalty ten time the amount of monthly license fee for every month till the Contractor vacate the premises alongwith other damages and shall be liable for prosecution under the Maharashtra Rent Control Act,1999 at the cost and consequences of the said Contractor.
- 39) In case of a dispute arising during the period of contract, the decision of the Hon'ble Vice-Chancellor shall be final.

All the disputes arising out of this rule shall be subject to settlement by Amravati Judicature.

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