

**Regulation No. 7 of 2021**

**ALLOTMENT OF MESS ON CONTRACT BASIS IN THE UNIVERSITY GUEST HOUSE, REGULATION, 2021**

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

and

Whereas, the Guest House is 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 regulation for allotting the Mess on contract basis in the University Guest House, the Management Council is pleased to make the following Regulation :-

- 1) This Regulation may be called as "Allotment of Mess on Contract Basis in the University Guest House, Regulation, 2021".
- 2) This Regulation shall come into force with effect from the date of its approval by the Management Council.
- 3) In this Regulation, unless the context otherwise requires,
  - i) "The University" means Amravati University established by Amravati University Act, 1983 hereinafter called as " Sant Gadge Baba Amravati University".
  - ii) "The Registrar" means Registrar of the University appointed under the provisions of the Maharashtra Public Universities Act, 2016.
  - iii) "Guest" means person/s who arrive 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 come in the campus for University work and the persons who are allowed to stay in the Guest House with the permission of the Registrar.
  - iv) "Mess" means the facility consisting of Kitchen, Dining Hall & Store Room of the Guest House to be utilised 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 along with tender the minimum 3 years experience certificate of running the Government/Semi-Government/University/ National repute/ affiliated College mess, registration certificate in case of agency and any other relevant documents. Preference will be given to the concerned who have much more experience of running the mess.
- 7) The tenderer will have to submit Solvency Certificate worth the value of the tender.
- 8) The Contractor shall deposit with the Registrar a sum of Rs. 25,000/- as security deposit without any interest for running Mess of the University Guest House, as assurance and obligation on part of the contractor. This amount shall be kept as a Security Deposit for the assurance of the commitment towards the terms and conditions of the agreement. If the Contractor commits breach of the terms and conditions of the contract, 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 Regulation.

However, if the contract is terminated without any fault 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. Contractor shall deposit with the Registrar an amount of Rs. 5.000/- (Rs.Five Thousand only) towards Earnest Money and the receipt thereof shall be submitted alongwith the Tender.

- 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 as prescribed by the University from time to time on or before the 5th day of every following month to the Registrar.
- 12) The Contractor shall be ready to fulfill the requirement of the Tea, Refreshment and Lunch to the minimum twenty five guests at once in the Guest House.
- 13) 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
- 14) The Contractor shall submit the list of the servants with their addresses and police verification 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.
- 15) 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.
- 16) The Contractor shall not acquire any right, title or interest on the Mess in any manner whatsoever.
- 17) The Contractor shall not sub-lease the Mess to any person or allow any other person to run the Mess.
- 18) The Contractor shall not appoint any child labour.
- 19) 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.
- 20) 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 authorized representative and the Contractor shall comply the said order immediately.
- 21) 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 quite 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 authorized 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.

- 22) The Contractor shall use good quality tea/coffee /Beverage powder for preparation of the tea/ coffee/ Beverage 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 quality ingredients.
- 23) The Contractor shall provide his services on all days including Sundays and Holidays.
- 24) 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.
- 25) The Contract executed with the Contractor may be terminated by giving one calendar month's notice by 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.
- 26) 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. After the period of completion of contract if the Contractor fails to vacate the premises and mess, the contractor shall be treated as Defaulter.
- 27) 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.
- 28) 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 Items 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 alongwith details in every room.
- 29) 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 health. 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).
- 30) The Contractor shall not make any additions or alterations to the Mess without permission of the Registrar. All such additions and alterations shall, on the termination of the contract, become 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.
- 31) The Contractor will be responsible regarding the complaints in respect of eatable.
- 32) The Contractor shall keep the Mess open to all castes and communities without any distinction.
- 33) All the ingredients 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.
- 34) The Contractor shall pay the monthly water charges as per meter reading or the rates fixed by the University.
- 35) 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. The disposal waste order done as per Municipal Corporation/ State/ Central Govt. Rules.
- 36) The Contractor shall compensate against the loss/ damage caused, if any, to the University Guest House. The cost of the damaged /lost material decided by the Registrar, Will be recovered from the Contractor.

- 37) 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 of execution of the agreement. 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.
- 38) 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 outside 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 Mess.
- 39) 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 times the amount of monthly license fee for every month till the Contractor vacates 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 Contract.
- 40) In case of a dispute arising during the period of contract, the decision of the Hon'ble Vice Chancellor shall be final.
- 41) All the disputes arising out of this regulation shall be subject to settlement by Amravati Judicature.

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