

**ARMY WELFARE EDUCATION SOCIETY (AWES),**  
**BANGALORE-560077**

**REQUEST FOR PROPOSAL (RFP)**

Provision of Catering Services

For

Army Institute of Fashion & Design (AIFD) and  
Army Institute of Hotel Management & Catering Technology  
(AIHM&CT)

Nagareshwara Nagenahalli, Kothanur Post,  
Bengaluru-560077

**ARMY WELFARE EDUCATION SOCIETY CAMPUS**  
**BANGALORE-560 077**

**REQUEST FOR PROPOSAL (RFP)**

**PROVISION OF CATERING SERVICES**  
**AT AWES CAMPUS, NAGRESHWAR NAGENAHALLI**  
**KOTHANUR POST, BENGALURU-560077**

1. Sealed offers in two-bid system are invited from Registered Vendors, having their own office in Bengaluru, Karnataka for “**Providing catering services at AWES Girls Hostel and Boys Hostel at Army Welfare Education Society Campus (AWES) Campus Nagenahalli, Kothanur Post, Bengaluru – 560077**”.

2. RFP forms can be downloaded from the Army Institute of Fashion & Design website([www.aifd.edu.in](http://www.aifd.edu.in)) and can be submitted along with the **Technical & Commercial Offers** on payment of Rs. 1000/- (Non-Refundable) by way of Demand Draft/Pay Order in favor of **Army Institute of Fashion & Design, Bengaluru** payable at Bengaluru.

|                                 |   |                                |
|---------------------------------|---|--------------------------------|
| Date of issue of RFP            | - | 15 Feb 2024                    |
| Last date for submission of RFP | - | 06 Mar 2024 up to 11 00 AM.    |
| Opening of Technical Offers     | - | 07 Mar 2024 at 12 00 AM.       |
| Opening of Commercial Offers    | - | Will be intimated subsequently |

**Offers from firms not having their own offices in Bengaluru, will not be considered. All conditions and parameters will be evaluated with reference to firms submitting tenders. AIFD reserves the right to reject any/all applications without assigning any reason what so ever.**

## **SCOPE OF WORK**

3. Company providing Catering Services (**CCS**) has to provide catering service to the Students of AIFD and AIHM&CT. Approximate student's strength from min 50 to 400 at any time throughout the year except during the vacation. **If the strength of the students remains less than 50 (for than Institutes) for a period more 15 days, 10% increase in the quoted rates will be applicable per students per day and singles mess will be functional for both the Hostels as per convenience of the vendor.** CCS has to provide approximately 11 persons for cooking, cleaning and servicing of the food as per the given menu at the AWES campus for each mess. Extract number of persons will be indicated at the time of signing of the contract by the CCS, based on mutual assessment of catering services requirements at AWES campus between the CCS and AWES (AIHM &CT and AIFD). The payment will be made accordingly.

4. The student mess will be functional for approximately 10 months in a year. During the university vacation, mess will be closed. If any student proceeds on leave during the working days for more than three days at a time with prior permission from the institute, no messing charges will be charged to the students for the period of absence.

## **TERMS AND CONDITIONS**

5. Provision of Catering Services personnel will be completed within 15 days, commencing from the date of acceptance of the offer by AWES.

6. The duties and responsibilities of **CCS** as expected by AWES are mentioned in detail in '**Contract Agreement**'. The '**Contract Agreement**' is final and bonding for the both the parties. Both the institutions reserve right to terminate the contract Agreement for non-performance or violation of laid down terms and conditions by giving one month notice.

7. Any delay in deployment over the stipulated period will attract penalty of 3.5% of the monthly contract payment per day subject to maximum of the monthly contract payment per month of delay. AWES reserves its right to recover this amount by any mode, which includes adjusting from any payment to be made by AWES (AIFD and AIHM & CT) to the **CCS** or from the Bank Guarantee.

8. The Work Order for deploying Catering Services personnel will be given only to those eligible and empanelled **CCS** having branches/offices in Bengaluru.

9. **CCS** are required to submit an **Affidavit** to follow the State Govt rules supporting minimum wages, and all additional mandatory payments (Basic+VDA) to the employees employed for running the catering services at AWES Campus.

**ELIGIBILITY CRITERIA FOR SHORT LISTING**

10. For empanelment or short-listing of **Company providing Catering Services (CCS)**, the following criteria shall be applied along with the tender. Vendors not submitting proof documents and/or not conforming to any laid down parameters will not qualify for **Technical Bids** evaluation for short listing:-

- (a) CCS should be either registered company or registered partnership firms reputed for Catering Services.
- (b) CCS should have credible supervisory infrastructure and network.
- (c) CCS should have Income Tax PAN, GST/TIN Nos and, should have submitted IT Returns for the last three years.
- (d) CCS should have audited Profit & Loss Accounts for the past three years.
- (e) CCS should have Registration under Shops & Establishments Act.
- (f) CCS should have a valid certificate from ESI Corporation and should have been allotted with a code number by the ESIC.
- (g) CCS should have a valid certificate under EPF & Miscellaneous Provisions Act 1952 and the CCS should have been submitting EPF contribution online.
- (h) CCS should have documents proving compliance of Minimum Wages Act, Karnataka 1948, as amended from time to time and other labour laws and rules.
- (j) CCS should have at least their own office with telephone & fax/Email facility within Bengaluru and office should be manned during normal working hours.
- (k) CCS should be able to serve morning Tea with Breakfast, Lunch, Dinner, Evening snacks, Tea, Beverages, Biscuits as per the menu to 50 to 400 students (approximately) Girls and Boys ' students of AIHM&CT and AIFD, Nagareshwara Nagenahalli, Kothanur Post, Bengaluru - 560077.
- (l) The Menu will be subject to change and will be intimated to the CCS well in time. An indicative menu is enclosed at **Annexure IV**.
- (m) CCS should have experience for having rendered satisfactory catering services to a canteen in Govt/Public Sector Undertaking/private corporate houses/renowned Club or Guest Houses/Residential Academic institute.
- (n) Out of the 03 years experience, the CCS should have provided catering services for a period of 02 years continuously.
- (o) The contract for which experience certificate is furnished should indicate serving at least 150 persons or above in such an establishment.

(p) Vendor should be in possession of food Safety and standards Authority of India (FSSAI) certificate.

(q) The Electronic challan-cum-Return (ECR) for EPF contribution.

(r) The previous 'Return of Contribution' (Form-5) submitted to the ESIC or a copy of Electronic contribution History sheet submitted to the ESIC in case of online contribution.

(s) The past wage slip, not older than two months, of any of their employees deployed as a caterer with any principal Employer.

11. CCS will be required to produce all original documents for verification by authorized staff of AWES.

12. Intending CCS's should furnish details about their firm as per **Annexure-II**. The Management is empowered to reject/accept any bidding documents of Vendors based on their credibility including existing CCS.

### **TWO BID SYSTEM OFFER**

13. The offer will be in two parts, Technical Bid and Commercial Bid. Both the parts should be submitted in separate sealed covers duly super scribed "**Technical Bid for Catering Services**" and "**Commercial Bid for Catering Services**" respectively and both sealed envelopes should be placed in another sealed envelope super scribed "**Offer for Catering Services**". The tenders for providing Catering services should be dropped in the Tender Box placed at Registrar's office AIFD, Kothanur Post, Bengaluru – 560 077.

### **EARNEST MONEY DEPOSIT (EMD)**

14. **EMD of Rs. 50,000/- (Rupees Fifty thousand only)**, in the form of a FDR/TDR/Demand Draft/pay order issued by a scheduled commercial bank in favour of Principal AIFD, Bengaluru, payable at Bengaluru must be submitted along with the Technical Offer. Offers not accompanied with EMD of Rs. 50000/- will **NOT** be accepted. EMD should be valid for a period of 90 days from the date of opening of Technical Bids. The EMD amount will be forfeited, if after having been selected the CCS refuses to accept. The contract or having accepted the contract, fails to carry out the obligations mentioned therein. Bank Guarantee in lieu of EMD will **NOT** be accepted. No interest will be payable on the EMD. The EMD will be refunded to unsuccessful CCS on completion of tendering process. The EMD money paid by the successful CCS will be released only after pledging of security deposit and satisfactory deployment of Catering Services persons as per contract agreement.

## **SECURITY DEPOSIT**

15. The successful BIDDER/CONTRACTOR shall furnish, within **seven working days** of acceptance of their Bid, a **Security Deposit of Rs.2,00,000.00 (Rupees two lakh only)** each to AIFD and AIHM&CT for due performance of their obligations under the contract Agreement. Security Deposit will be accepted through Fixed Deposit Receipt/Term Deposit Receipt/Bank Guarantee/Demand Draft issued by a scheduled bank of India payable at Bengaluru. The Institute will not be liable for payment of any interest on the Security Deposit or any depreciation thereof.

16. In the event of the BIDDER/CONTRACTOR failure, after the communication of acceptance of the Bid by the Institute, to furnish the requisite Security Deposit by due date, his Contract shall be summarily terminated besides forfeiture of the Earnest Money Deposit (EMD) and AWES shall proceed with appointment of the **L- 2 bidder**. Any losses or damages arising out of and incurred by the Institute, by such conduct of the contractor will be recovered from the contractor, without prejudice to any other rights and remedies of AWES under the Contract and any other Law. The contractor will also be debarred from participating in any future RFPs of the Institute for a period of five years. After the completion of prescribed period of five years, the party may be allowed to participate in the future RFPs of AIFD provided all the recoveries/ dues have been effected by the Institute and there is no dispute pending with the contractor/party.

17. The **Security Deposit of Rs. 2,00,000.00(Rupees Two lakh only)** each will be deposited with AIHM&CT and AIFD and afore said will be refunded to the contractor on satisfactory performance of the services and on completion of all obligations by the Contractor under the terms and conditions of the Contract and on submission of an absolute "No Demand Certificate" from the concerned Authority or any Authority designated under the EPF & MP Act-1952 regarding due and correct deposit of EPF of the employees engaged by the employer for the contract period and on return of goods/Articles in good condition or any property belonging to the Institute which may have been issued to the vendor subject to such deductions from the Security deposit as may be necessary for recovering the institute claims against the Contractor.

## **TECHNICAL OFFER (TO)**

18. The TO should be complete in all respects and should contain all information asked for in this document. **It should not contain any price information.** The TO should comprise of the following:-

- (a) Covering letter on the prescribed format (**Annexure-I**).
- (b) Demand Draft for Rs. 1,000/- (Non-refundable) towards Cost of RFP Forms if down loaded from the internet.
- (c) CCS profile as per **Annexure II**.
- (d) Documentation (Brochures, leaflets, manuals etc, if any).

- (e) Details of reference sites where catering services have been provided as per **Annexure-III**.
- (f) EMD in the form of a Bankers Cheque of Rs. 50,000/- (Rupees Fifty thousand only) from a schedule Bank at Bangalore in favor of principal Army Institute of Fashion and Design.
- (g) EPF deduction / remittance details of employees.

**LATE BIDS: -**

19. Bids received after due date and time will NOT be accepted.

**COMMERCIAL BID/ PRICE COMPOSITION**

20. The Commercial Bid should contain all relevant rates and charges and should be quoted in Indian Rupees only. The Price Bid should not contradict the TO in any manner. The following conditions will apply:-

21. **Commercial bid** for supply of messing facilities including GST as applicable, cost for menu is given in **Annexure V**.

22. AWES will shortlist Bidders under the administrative arrangements of AIFD, who satisfy in Technical and other requirements laid down in the document. The Commercial Bids of only the short listed bidders, who qualified in technical bids will be opened. Successful short listed bidders will be notified by e-mail/post and the bidders/authorized representatives may be present at the time of opening of Price Bids.

**NO ERASURES OR ALTERATIONS**

23. Technical and Commercial details as required must be completely filled up. Corrections or alterations, if any should be authenticated.

**AGREEMENT BETWEEN THE CCS AND AWES (AIFD & AIHM&CT)**

24. The successful CCS shall execute an Agreement with AWES (AIHM&CT and AIFD) on Rs. 1000/- Non-Judicial Stamp Paper as per **Annexure-VI**. All the CCS, who are willing to offer their Catering Services in response to this RFP are required to read all the terms and conditions given at Annexure-V carefully and agree to all the Terms & Conditions without any modifications. CCS to render an undertaking as per **Annexure VII**.

**VALIDITY OF OFFER**

25. The offer of Technical and Commercial bids should be valid for period of six months from the last date for submission of the offer.

## **EVALUATION PROCESS**

26. Offers (Tenders) will be evaluated in the following stages:

- (a) **Stage I.** Completeness of Offers, i.e., offers not accompanied by the mandatory documents as per paragraph 8 above shall be rejected.
- (b) **Stage II.** Offers will be evaluated against the stipulated minimum eligibility criteria based purely on valid proof of documents submitted by the CCS. Offers not complying with any of the eligibility criteria as per Paragraph 10 & 18 above will be rejected.
- (c) **Stage III.** Short-listing of supplier(s) based on proof documents submitted, site visits by AWES officials and satisfactory feedback from reference sites.
- (d) **Stage IV.** Commercial bids of the short-listed firms will be opened for area-wise price discovery and fixing "Approved Rates".
- (e) **Stage V.** Willingness letter will be obtained from shortlisted firms to execute/operate the contract on "Approved Rates" and Agreement will be executed on Rs. 1000/- Non-Judicial Stamp Paper.
- (f) **Stage VI.** Issue of work orders to the **L-1 vendor**.

## **NO COMMITMENT TO ACCEPT LOWER OR ANY TENDER**

27. AWES shall be under no obligation to accept the lowest or any other offer received in response to this notice and shall be entitled to reject any or all offers without assigning any reasons whatsoever.

## **OPENING OF OFFERS**

28. Technical Bid offers will be opened at the office of Register, AIFD on \_\_\_Mar 2024 at 11.00AM. The CCS Owners/ their representatives may be present at the time of opening of the Technical Bid Offers. No separate intimation will be sent in this regard to the suppliers for deputing their representatives. The Technical Bid Offers will be opened at the time and date stipulated above irrespective of the number of CCS representatives present.

29. Commercial Bid offers will be opened at the office of Register AIFD on a date & time intimated to the short listed successful technical bidders.

## **ORDER CANCELLATION**

30. If the selected CCS fails to deploy their Catering Services persons within the stipulated time schedule or the extended date communicated, it will be treated as breach of contract. AWES reserves the right to cancel the order in the event of delay in deployment of Catering Services persons and the Earnest Money Deposit will stand forfeited to the Institute.



## **PAYMENT TERMS**

31. No advance amount will be paid to CCS. Monthly payment conforming to the attendance of the students as per documents to be maintained by the CCS and shown to the respective mess committee duly scrutinized by the Principals shall be made within one week after the end of every calendar month. CCS shall submit the bill along with the following documents:-

- (a) Copies of wage Slips.
- (b) Copies of the previous E.C.R. for EPF and the Contribution History for the ESI premiums contributed for the CCS employees deployed within the combined campus of AWES.

32. On scrutiny of the Bill signed by students and these documents, AIFD and AIHM & CT shall make payment (Girls and Boys students respectively) after deduction of applicable TDS as per Govt guidelines by 7<sup>th</sup> of the following month. The CCS shall also ensure that wages of their employees are credited in their Saving Bank Account by the 10<sup>th</sup> day of the following month and records be produced to AWES officials on demand including wage slip.

## **STANDARDS EXPECTED**

33. Catering personnel provided by CCS shall not be more than 50 years of age at the time of deployment. A qualified and experienced supervisory staff ie one each for Girls Hostel mess (**Female**) and Boys Hostel Mess (**Male**) to be nominated by the CCS as per **Annexure VII**.

34. Catering personnel should be literate, medically fit and mentally sound. They should possess good physique to perform all duties of catering assigned by AWES. They should be in company uniform and follow HACCP standard at all times.

35. The duty time of the persons will be eight hours per day in uniform provided by the CCS (which includes Shoes and cap). CCS will arrange for a reliever on the mandatory weekly off days.

36. CCS has to arrange for drinking water and first aid box complying with the labour laws.

## **Character & Antecedent Verification**

37. Before deployment of their Catering Services persons, the CCS should arrange for verification of the antecedents of the persons by the police and such Verification Certificate by the police should be submitted by the CCS to AIFD and AIHM & CT before deployment of their workers/employees.

### **Liability for Personnel employed**

38. The selected CCS shall comply with all provisions of the Contract Labour (Employment & Regulation) Act and Rules and all other applicable Labour Laws/Rules from time to time, at no additional cost to the Institutes.

39. All persons employed shall be engaged by the CCS as its own employees in all respects, and all rights and liabilities under Indian Factories Act or The Workmen Compensation Act or EPF Act and any other applicable enactments in respect of all such personnel shall exclusively be that of the CCS.

40. The CCS shall be bound to indemnify the Institutes against all claims whatsoever in respect of its personnel under the Workmen Compensation Act, EPF Act, ESI Act and any other statutory modification thereof in respect of any damage, penalty, interest, compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment with the CCS or not.

### **Right to Alter Quantities & Repeat Order**

41. AWES will be free to either reduce or increase the number of Catering Services persons to be deployed on the same terms and conditions. In general, AWES reserve the right to alter.

### **Period of Contract**

42. The Contract shall remain in force for a period of one year from date of commencement of services. However, if mutually agreed upon, the period of the contract may be extended on expiry of the contract period at the same rates and other terms and conditions as may be then agreed upon. Contractor will sign a separate contract agreement with both the institutes for the same.

### **Responsibilities of the Contractor**

43. The Food served by the CCS shall be of good quality and hygienic. The Registrar & HOA of AWES campus or his nominee or mess committee members may at any time take samples free of cost for the purpose of inspection and their decision regarding desirability or quality of the articles offered for consumption.

44. The Menu as prescribed in the **Annexure V** to this RFP shall have to be adhered to by the CCS. If owing to any development hereafter taking place adherence to that Menu is rendered difficult, the decision of AWES representative on any changes to be made in the Menu shall be binding on the CCS. Even otherwise, AWES nominees reserve the right to make changes in the menu if felt necessary.

45. The raw material used in the preparation of food shall conform to Food Quality specifications and as per quality/brand to be approved by the Registrar and HOA or any nominee of AWES appointed by him to do so. Illustrative (but not exhaustive) quality brands of some of the products to be used by the contractor are specified as under with prior approval of the Register and HOA, AWES campus/management:-

- (a) Medium of cooking will be Premium quality vegetable oil e.g. Sun flower, of reputed brands like Saffola, Sundrop, Fortune, Nature fresh etc.
- (b) Standardized full cream/Single Toned milk in poly-pack of reputed/recognized manufacturer like Amul, Mother Dairy, KMF etc. or any other brand.
- (c) Amul/Mother Dairy Butter or any other brand.
- (d) Ice Cream of Amul/Mother Dairy/Kwality/Vadilal etc. or any other brand with prior approval of Registrar AIFD.
- (e) Biscuits of standard brands.
- (f) Premium quality Atta/ Suji/Besan of Ashirwad/Rajdhani/Shakti Bhog or any other brand. Spices of approved quality like MDH, MTR, Everest, Catch, Rajdhani, Ramdev, Majithia etc. or any other brand.
- (g) Premium quality rice/Basmati rice(full grain) of Kohinoor/LalQuila or anyother brand.
- (h) Premium Tea leaves/ bags of Brooke Bond/Taj Mahal/Lipton/Tata etc. or any other brand.
- (i) Coffee of Nestle, Nescafe, Bru, Sunrise etc. or any other brand .

46. The CCS shall provide sufficient workers for AIFD and AIHM & CT students' messes comprising of Skilled Supervisor, Cook with helpers, workers for washing utensils, and waiters with the provision to increase according to number of employees & requirement. Girls Hostel and Boys Hostel messes should have separate male and female supervisors respectively. Mess staff of Boys Hostel should have female members only Maximin employees for Girls Hostel should have female members. The workers in the kitchen and dining hall should be clean, healthy and free from any disease. The CCS shall ensure that waiters and workers are in uniform (Hand Gloves, Caps & Dress etc.), while on duty, as approved by the Registrar and HOA. And that they are civil, sober and honest in their dealings with the employees and guests of the Institutes. The cost of supply and washing uniforms etc. will be borne by the CCS.

47. The CCs will bring the cutlery, crockery, gas stove, Dosa Plate, bulk cooker, containers for cooking, mixers, Grinder, Deep Freezer, tea-coffee dispenser with separate containers for Tea & Coffee (number of unit as per requirement) and other equipment required as per menu and utensils. The Contractor shall be responsible for any loss or damage, other than normal wear & tear and breakages to any furniture, fittings, stores, utensils, cutlery, crockery or any other goods or articles kept in the said premises by the Institute. The mess committee, mentioned hereinafter, is empowered to assess the quantum of loss or damage other than normal wear and tear and the cost of said loss or damage will have to be borne by the CCS. In the case of utensils, cutlery and crockery cost of breakage/loss beyond 5% per year, will be recovered from the contractor.

48. The CCS shall use the LPG/PNG cooking range and other similar Equipments provided by the firm. **The use of charcoal, firewood, coke or fuel of any kind shall not be done only with the prior permission of the AWES.** The Contractor has to bear the cost of LPG fuel (including transportation cost) and cost of fuel for chef-in dishes. Though most of the cooking equipment use LPG/PNG for cooking, if electricity is used as an alternative source for cooking, or for warming the food, the electricity used shall be paid by the Contractor. Electricity used by the contractor shall be paid by the contractor on monthly basis. The contractor will pay a sum of Rs 20000/- per month each to AIFD and AIHM & CT as rental towards usage of AWES mess facilities in addition electricity charges as applicable. The same will be deducted from the monthly mess bills. Water will be provided by AWES free of cost.

49. The Contractor shall be responsible to keep the premises allotted to them neat, clean and tidy in accordance with the health bye-laws of the State and shall be liable to bear any penalty imposed by those authorities in the event of his failure to comply with their bye laws.

### **Mess Committee**

50. A committee known as "Mess Committee" (which shall also include the CCS or a representative) shall be constituted by the Institute to supervise the Messes as decided from time to time. Both the institute will have separate committees to monitor the mess activity.

51. The Committee is authorized to direct the CCS to take such action as deemed fit. The majority opinion of the Committee on all matters will be binding on the CCS. The composition of the Committee will be decided by the AWES. The AWES will have the right to modify, alter, cancel any decision of the Committee and also have the right to reconstitute the Committee.

52. The functions of the mess Committee shall be as under:

- (a) To finalize the Menu for food items
- (b) To supervise the quality of items purchased and cooked
- (c) To supervise Catering.
- (d) To supervise Maintenance of hygiene and cleanliness.
- (e) To conduct inspection of the place where the caterer is presently serving for short listing.

53. Any disobedience or misconduct found in any worker or representative of the contractor in the premises of AWES campus shall be liable for suspension or dismissal by the CCs on the direction of AWES authorities and the CCS shall accept the direction of AWES authorities as final and binding. AWES shall not in any way, be liable in respect of any claim for compensation of damages made by the affected workers or representative(s).

54. The Contractor is required to serve on special occasions (festival and institution events) of the institutions as per the requirements in the students' mess canteen. The CCS to serve tea/coffee/snacks, lunch and Dinner (as applicable) in the institute/guest house during day/night hours (as required). The CCS shall not levy or receive any charges for table service. The staff, students and other members of the staff of the Institute shall be entitled to use the canteen for consumption of food and refreshments brought by them from outside.

55. The food will be served as under:-

- |     |  |   |                 |
|-----|--|---|-----------------|
| (a) | Breakfast (unlimited) with coffee/tea/Milk | - | 7.45 -8.45 Am   |
| (b) | Lunch – Unlimited                          | - | 12.00 -2.00 Pm, |
| (c) | Evening Tea/Coffee with snacks/Biscuits    | - | 4.15 – 5.00 Pm  |
| (d) | Dinner - Unlimited                         | - | 7.45 to 8.30 Pm |

56. Mess committee will decide on the unlimited and limited items to be provided. (Chicken, Paneer, sweets, curds, Aloo Paratha, Uttappam, Omelet and fried items like Vada etc). F & B service Deptt (Culinary Team) of AIHM & CT will be overall responsible for Menu updation or requirement basis.

57. The CCS shall provide and maintain the hygienic condition of Dininghall, kitchen & food containers for Raw material/Vegetables. Large garbage shall be used to dispose waste material of food (dry and wet separately) under the arrangements of the CCs. Clearing of garbage (Wet and Dry) related to students mess is the sole responsibility of CCS on daily basis through BBMP garbage lifting persons who lifts AWES campus garbage

### **Penalty clauses**

58. The following penalty charges will be levied on the CCs for under mentioned clauses/default/short coming:-

- (a) Food quality is not up to the standard.
- (b) Use of low quality raw materials, meat and vegetables.
- (c) Improper grooming of staff members.
- (d) Maintaining the mess/kitchen/Dining area in unhygienic way.
- (e) Not enough qty of food served to ht students during meal hours.

59. Following penalty will be applicable:-

- |     |  |   |                                 |
|-----|--|---|---------------------------------|
| (a) | 1% of the monthly bill                       | - | 1 <sup>st</sup> instance.       |
| (b) | 2% of the monthly bill                       | - | 2 <sup>nd</sup> instance.       |
| (c) | 5% of the monthly bill                       | - | 3 <sup>rd</sup> instance.       |
| (d) | Violation of terms and conditions repeatedly | - | Issue of notice for termination |

### **Applicability of force Majeure Conditions**

60. If the performance by either party of any of its obligations under the contract/agreement is prevented, restricted or interfered with by reason of fire accident, flood, war or any law, or regulation of any government, or any act or condition whatsoever beyond the reasonable control of both party (each such event shall be called a “ Force Majeure event), then such party shall be excused from such performance to the extent of such prevention, restriction or interference, provided, however, that such party shall give prompt notice within a period of 30 (thirty) days from the date of the Force Majeure occurrence and providing a description to the party of such force majeure in such notice, including a description, in reasonable specificity, of the cause of the Force majeure and provided further that such party shall use reasonable efforts to avoid or remove such cause of non – performance and shall continue performance hereunder whenever such causes are removed. The force Majeure conditions will be applied to both the parties during the contract period of “**Providing Catering Services to AWES Campus**” as per the law of the land.

61. If a Force Majeure event renders use of any part of the premises difficult for a period in excess of 30 (thirty) days, the second party shall be entitled to treat the agreement in respect of the premises as terminated and seek return of the security Deposit.

62. **For further clarifications, if any, you may contact the following :-**

Principal, AIFD (Mob No 9842967851)

Registrar & HOA, AIFD (Mob No 9717362141)

Chef \_\_\_\_\_ /Asst Prof (\_\_\_\_\_)

Kothanur post, Bengaluru – 560077

Email: [principal@aihmc Bangalore.edu.in](mailto:principal@aihmc Bangalore.edu.in))

63. **Registered Companies and Partnership Firms having their own offices in Bengaluru interested in our proposal for deployment of Catering Services persons confirming to the aforesaid terms and conditions may send their offers to Principal, AIFD, Kothanur Post, Bengaluru latest by the last date & time for submission of offers. The bidding process will be carried out by the administration of AIFD.**

**Annexure – I****(Ref Para 18 (a) of REP)**

(Letter to AIFD on the CCS Letterhead)

Principal AIFD

AWES Campus, Nagreshwar Nagenhalli, Kothanur Post,  
Bangalore – 560 077

Dear Sir,

**Sub: Your RFP for Deployment Catering Services Company**

With reference to your tender notice published in News papers on \_\_\_\_\_ and the RFP published in your website with effect from \_\_\_\_\_, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer to the supply of Catering Services as detailed in your above referred RFP. **We confirm that we have not been disqualified / blacklisted for providing Catering Services and deployment of catering services personnel.**

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP.

We also confirm that the offer shall remain valid for three months from the last date for submission of the offer.

We hereby confirm that we have read the terms and conditions given at the Annexure-V of the RFP and agree to them fully.

We understand that AWES (AIFD and AIHM & CT) is not bound to accept the offer either in part or in full and that AIFD has the right to reject the offer in full or in part without assigning any reason whatsoever.

We enclose herewith a Demand Draft/Pay Order of Rs. 1000/- (Rupees One Thousand only) favoring Army Institute of Fashion & Design, Bangalore payable at Bengaluru, towards cost of RFP Form. Details of the same areas under:

- Demand Draft/Pay Order No : \_\_\_\_\_
- Date of Demand Draft/Pay Order : \_\_\_\_\_
- Name of issuing Bank : \_\_\_\_\_

:

We enclose herewith a FDR/TDR/Demand Draft/Pay Order for Rs. 50,000/- (Rupees twenty thousand only) favour Army Institute of Fashion & Design , Bangalore payable at Bengaluru, being the EMD. Details of the same are as under:

- Demand Draft/Pay Order No : \_\_\_\_\_
- Date of Demand Draft/Pay Order : \_\_\_\_\_
- Name of issuing Bank : \_\_\_\_\_

Authorized Signatories

(Name &amp; Designation, seal of the firm)

**Annexure-II (contd)****(Ref Para 18 (c) of RFP)**

(Letter to Registrar &amp; HOA, AIFD, Bangaluru on the CCS's Letterhead)

**CCS PROFILE**

1. Name of the Organisation and Address :
2. Year of Establishment :
3. Status of the firm :  
(Whether Pvt. Ltd. Company/Public Ltd. Company / Partnership Firm)
4. Name of the Chairman/MD /CEO/Country Head (as the case may be):
5. Whether registered with the Registrar of Companies/Registrar of Firms in India, if so, mention number and date and enclose Registration Certificate copy.
6. a) Name and address of Bankers:  
i) ii)  
b) Turnover of the Company/Firm in FY 2020 -21, 2021-22 and 2022-23:  
(Please attach a copy of audited Balance Sheet and Profit & Loss Account for the years 2020-21, 2021-22 and 2022-23 as proof documents)
7. Whether registered for Service Tax purposes. If so, mention number and date.
8. Whether an assesses of Income Tax. If so, mention Permanent Account Number. Furnish copies of Income Tax clearance certificate and submitted IT returns for the last three years.
9. Is the Company/Firm a supplier of Catering Services? If yes,
  - (a) Mention the address and phone numbers of the company's offices in the districts mentioned in the RFP
  - (b) Give the earliest date of opening of an office in the districts mentioned in the RFP.
  - (c) What are your main fields of activities? Mention the fields giving the annual turnover for each field.
    - (i)
    - (ii)
    - (iii)



**Annexure-II (contd)****(Ref Para 18 (c) of RFP)**

10. Since when and how long your Company/firm has been supplying Catering services?

11. If you have been prequalified by other corporate bodies and public sector banks for supply of Catering Services, furnish their names and date of empanelment.

12. Furnish the names of renowned organizations, where you have supplied Catering Services in Karnataka in the last three years, i.e., from 01 April 2020 to 31 March 2023.

| Name of Organization with Address | Since when | Average annual Payment received |
|-----------------------------------|------------|---------------------------------|
|                                   |            |                                 |

Note :- 1. (Please attach copies of their orders or payment proof)

2. A separate sheet may be attached if the above space is inadequate

**Annexure – III****(Ref Para 18 (e) RFP)**

(Letter to AIFD on the Supplier's Letterhead)

**REFERENCE SITE DETAILS (LOCATED IN BENGALURU)**

|   |   |
|---|---|
| (1) Name of the company   |   |
| Address of the Company  |   |
| Name, Designation of contact person with telephone No. and e-mail id                                | Name :<br>Designation :<br>Landline No. :<br>Cell No :<br>E-mail id : |
| Details of Catering Service & no of staff in last 3 years<br>(Ref. No., date of order and quantity) |   |

|  |   |
|--|---|
| (2) Name of the company  |   |
| Address of the Company   |   |
| Name, designation of contact person with Telephone No. and e-mail id                                 | Name :<br>Designation :<br>Landline No. :<br>Cell No :<br>E-mail id : |
| Details of Catering Services & No of staff in last 3 years<br>(Ref. No., date of order and quantity) |   |

|   |   |
|---|---|
| (3) Name of the company   |   |
| Address of the Company  |   |
| Name, designation of contact person with telephone No. and e-mail id                                | Name :<br>Designation :<br>Landline No. :<br>Cell No :<br>E-mail id : |
| Details of Catering Services& no of staff in last 3 years<br>(Ref. No., date of order and quantity) |   |

AUTHORISED SIGNATORY

**Annexure IV****(Ref Para 10 (I) of RFP)****COMMERCIAL BID FOR SUPPLY OF MESSING FACILITES****INCLUDING GST AS APPLICABLE.****(FINAL PRICE BID FOR SUPPLY OF FOOD INCLUDING MAN POWER COST)**

| <b>DAY</b> | <b>BREAKFAST</b>                                       | <b>LUNCH</b>  | <b>SNACKS</b>                                | <b>DINNER</b>  |
|------------|--|---|--|--|
| MONDAY     | BREAD,CUTLET, OMELETTE,JAM, KETCHUP,TEA, MILK          | CHAPPATI,RICE, ALOO SOYA, CHANA DAL, MASALA,CURD, PAPAD, PICKLE                       | STUFFEDBR EAD PAKORA, TEA, PUDINA CHUTNEY    | CHAPPATI,RICE, PALAK PANEER, SPLIT MOONG DAL,SALAD, BUTTER SCOTCH ICE CREAM            |
| TUESDAY    | IDLY, VADA(2PCS PER PERSON), SAMBAR, CHUTNEY,TEA, MILK | CHAPPATI,RICE, ONION KADDI-PAKORA,ALOO CABBAGE BLACK CHANA SABJI, RASAM,PAPAD, PICKLE | ALOO BONDA, MASALA TEA, KETCHUP              | CHAPPATI,RICE, ALOO BLACK CHANA MASALA, BLACK EYED PEAS, SALAD,SEASONAL FRUITS         |
| WEDNESDAY  | ALOO PARATHA CURD,PICKLE, TEA,MILK                     | VEG DUM BIRYANI, BAIGAN MIRCHI KA SALAN,RAITA, PICKLE,PAPAD                           | ONION PAKORA, MINT CURD, CHUTNEY, MASALA TEA | NV-CHICKEN CURRY, VEG-KADHAI PANNER, CHAPATI, RICE,TOOT DAL, SALAD,BANANA.             |
| THURSDAY   | TAWA PARATHA, VEG KURMA, TEA, MILK                     | CHAPPATI,RICE, URAD DAL, MIX VEG, PAPAD, PICKLE,CURD                                  | SPONGE CAKE, TEA                             | GOBI MANCHURIAN, VEG FRIED RICE, PLAIN RICE, SAMBAR, SALAD,PICKLE, CHOLOLATE ICE CREAM |
| FRIDAY     | PURI,ALOO CHANA SABJI, PICKLE,TEA                      | CHAPPATI,RICE, DAL MAKHANI, CURD, ALOO BHINDI SABZI, PICKLE,PAPAD                     | SPONGE CAKE, MASALA TEA                      | N.V EGG CURRY,VEG PALAK PANEER   |
| SATURDAY   | ALOO PARATHA, CURD,PICKLE, TEA                         | CHAPPATI,RICE, BLACK CHANA DAL,MIXVEG, PICKLE,PAPAD                                   | DAL VADA TEA                                 | CHAPPATI,RICE, SEASONALVEG,TOO R DAL,PICKLE, SALAD,SEMIYANKHE ER                       |
| SUNDAY     | DOSA,SAMBAR, COCONUT CHUTNEY,TEA                       | CHOLE-BHATURE, RICE,CURD, PICKLE  | TEA  | JEERA RICE, CHICKEN CURRY/PANEER CURRY,SPLIT CHANA DAL, SALAD,ICE CREAM                |

**Annexure IV (A)****(Ref Para 21 of RFP)****FINAL PRICE BID FOR SUPPLY OF FOOD INCLUDING MANPOWER COST**

| <b>DETAILS</b>  | <b>PROPOSED RATES<br/>PER PERSON PER<br/>DAY IN RS<br/>INCLUSIVE OF<br/>MANPOWER<br/>COST</b> | <b>INDICATIVE MENU</b>   |
|---|---|--|
| Breakfast<br>limited with<br>Tea/coffee and<br>Milk (100ml)<br>7.45 to 8.45am |   | Day-1 Bread,Cutlet,Omellete,Jam,Ketchup,Tea.<br>Day-2 Aloo Paratha,Curd,Pickle,Tea.<br>Day-3 Plain Paratha,AlooSabji,Pickle,Tea.<br>Day-4 Uthapam,Sambar, Coconut Chutney,Tea.<br>Day-5 Puri,Aloo Chana Sabji,Pickle ,Tea.<br>Day-6 Aloo Paratha,Curd,Pickle,Tea.<br>Day-7 Dosa,Sambar,CoconutChutney,Tea.   |
| Lunch<br>Unlimited<br>12-2pm  |   | Day-1 Chappati,Rice,Soya Nuggets Sabzi,SplitChanaDal,Curd, Pickle,<br>Papad<br>Day-2 Chappati,Rice,Kaddi-Pakora,CabbageSabzi,Papad,Pickle.<br>Day-3 Veg Biryani,plainKurma,Mix Veg Raita,Pickle,Papad.<br>Day-4 Chappati,Rice,UradDal,MixVeg,Papad,Pickle,Curd.<br>Day-5 Chappati, Rice,Rajma,Curd,BhindiSabzi,Pickle,Papad.<br>Day-6 Chappati,Rice,Rajama,Curd, Bhindi Sabzi,Pickle, Papad<br>Day-7 Chole-Bhature,Rice,Curd,Pickle. |
| Evening Tea<br>4.15 to 5 pm   |   | Day-1 Bread Pakora,Tea<br>Day-2 Aloo Bonda, Tea<br>Day-3 Biscuit,Tea<br>Day-4 Sponge Cake,Tea<br>Day -5 Samosa Tea<br>Day- 6 Dal Vada Tea<br>Day- 7 Tea  |

|  |  |  |
|--|--|--|
| Dinner<br>Unlimited<br>7.45pm to<br>8.30pm |  | <p>Day-1 Chappati,Rice, KadhaiPaneer,ToorDal,Salad, Banana</p> <p>Day-2 Chappati,Rice,AlooMattar,Black Eyed Peas,Pickle,Salad<br/>Banana.</p> <p>Day-3 Chappati,Rice, ChickenCurry/Paneer<br/>Curry,ToorDal,Salad,Pickle,Banana.</p> <p>Day-4 Chappati,Rice, Seasonal Veg,Black Eyed Peas,Pickle,Ice<br/>Cream.</p> <p>Day-5 Chappati,Rice,Egg Curry/Paneer Curry,CholeMasala,Salad,Suji<br/>Halwa</p> <p>Day-6 Chappati,Rice,SeasonalVeg,ToorDal,Pickle,Salad,Semiyan<br/>Kheer.</p> <p>Day-7 Jeera Rice,Chicken Curry/Paneer Curry,Split Chana Dal, Salad,<br/>Ice Cream</p> |
| Total Per day<br>Per Student               |  |  |

## Note :

1. Common items for lunch and dinner :Salt, Sugar, Pickle, Green Salad, Papad (1 no), Curd (1 cup), Black Pepper powder.
2. Upwas (fasting) items like sabudana khichadi, fruits, milk, curd, sweets etc. should be provided to the students who are on fast, on prior intimation. Fruits, milk, Khichadi and Daliya etc. should be provided to sick students on prior intimation.

**Annexure-V**

(Ref Para 21 of RFP)

**COMMERCIAL BID FOR SUPPLY OF MESSING FACILITES**  
**INCLUDING GST AS APPLICABLE****(FINAL PRICE BIA FOR SUPPLY OF FOO INCLUDING MAN POWER COST)**

| <u>Ser No</u>     | <u>Nature of work/Nomenclature</u> | <u>A/U</u>        | <u>Qty</u>        | <u>Brand Name</u> | <u>Basic Rate per Unit</u> | <u>GST Rate(%)</u> | <u>GST price per unit</u> | <u>Total price per unit (f+h)</u> | <u>Total cost (d*i)</u> |
|-------------------|------------------------------------|-------------------|-------------------|-------------------|----------------------------|--------------------|---------------------------|-----------------------------------|-------------------------|
| <b><u>(a)</u></b> | <b><u>(b)</u></b>                  | <b><u>(c)</u></b> | <b><u>(d)</u></b> | <b><u>(e)</u></b> | <b><u>(f)</u></b>          | <b><u>(g)</u></b>  | <b><u>(h)</u></b>         | <b><u>(i)</u></b>                 | <b><u>(k)</u></b>       |
| <b><u>1</u></b>   | <b><u>BREAKFAST</u></b>            | NO                | 1                 |                   |                            |                    |                           |                                   |                         |
| <b><u>2</u></b>   | <b><u>LUNCH</u></b>                | NO                | 1                 |                   |                            |                    |                           |                                   |                         |
| <b><u>3</u></b>   | <b><u>SNACKS</u></b>               | NO                | 1                 |                   |                            |                    |                           |                                   |                         |
| <b><u>4</u></b>   | <b><u>DINNER</u></b>               | NO                | 1                 |                   |                            |                    |                           |                                   |                         |
|                   | <b><u>TOTAL</u></b>                |                   |                   |                   |                            |                    |                           |                                   |                         |

**Notes:**

- Rates offered for serial 1 to 4 above are based on day wish menu as reflected at Annexure-IV of the RFP
- Payment details at Serial Numbers 1-6 are mandatory charges and should conform to the relevant legal/ statutory provisions in vogue. Payment of Minimum Rates of mandatory payments and charges to housekeeping personnel is the responsibility of the CCS, and rates quoted must be supported by certified copies of latest Government Notifications as valid. AWES will not be responsible for non-adherence to minimum wages by the CCS, and the CCS will be responsible to resolve any and all legal representations in this regard.
- Basic & VDA (Ser. No. 1) should conform to the minimum wages fixed and revised from time to time, by the Government of Karnataka for Bangalore (Urban). The minimum rates of wages also include the wages for the weekly day of rest. The entire price bid, including allowances as a percentage of Basic+VDA shall be as per Notifications issued and revised from time to time for Bangaluru (Urban) by the Government of Karnataka.
- Pro-rata bonus payment will be paid every month by CCS and shown in wage slip. The CCS must ensure that the Catering Services personnel are given all dues reflected. Proof of same is required to be provided regularly. Failure to pay dues will invite disbarment.

**Annexure VI**  
**(Ref Para 24 of RFP)**

**CONTRACT AGREEMENT BETWEEN ARMY WELFARE EDUCATION SOCIETY**  
**(AWES), BENGALURU**

**AND**

**THE CONTRACTOR i.e** \_\_\_\_\_

This Agreement is made on \_\_\_\_\_ **Day** of \_\_\_\_\_ between the **Army Welfare Education Society (AWES), Bengaluru – 560077**, here in after, referred to as **First Party** (which expression unless expressly excluded by the context shall be deemed to include his successors and assigns) and **M/S** \_\_\_\_\_, herein after referred to as **CONTRACTOR** or **second party** (which expression unless expressly excluded by the context shall be deemed to include its successor's executors, administrators and permitted assigns **OTHER PARTY** (here in after collectively referred to as "THE PARTIES").

Whereas the **First party, Army Welfare Education Society (AWES), Bengaluru - 560077**, has placed the supply/service order for a period of **ONE YEAR (Wef \_\_\_\_\_ 2024 to \_\_\_\_\_ 2025)** for **Providing catering Service including required manpower and Utensils for Girls Hostel students of ARMY Institute of Fashion & Design (AIFD) and Boys Hostel students of Army Institute of Hotel Management & Catering Technology(AIHM&CT)** of this establishment as per the details described in the Request For Proposal, hereinafter known as "**REP**". The detailed terms & conditions and scope of the contract of this **Agreement** are mentioned in the succeeding paragraphs.

And whereas **M/s** \_\_\_\_\_ (**L-1**) has understood the **scope of work (SOW)** as per the **RFP** which has been accepted by **M/S** \_\_\_\_\_ (**L-1**) and whereas, an agreement is required to be executed between the parties in respect thereof. Whereas, an agreement is required to be executed between the parties in respect thereof. **AWES represented by Register & HOA** will be learnt as **First party** and **M/S** \_\_\_\_\_ (**L-1**) is referred as **Second party** or **Contractor**.

And whereas, the **CONTRACTOR /second party** is required to make a performance of **Security/Security deposit** for an amount of **Rs 2.00 lakh ( Rupees Two Lakhs Only)** Each in favour of the **AIFD and AIHM & CT** from a Nationalized Bank. The security deposit will be deposited by the **CONTRACTOR** on the day of execution of this agreement and whereas, the **CONTRACTOR** has understood the scope of work of the said job and under takes to complete the SAID JOB to the satisfaction of **First party**. The said security deposit should be valid for a period of 60 days beyond the period of **Contract Period**.



SCOPE OF CONTRACTCLAUSE-1

- 1.1 The said job has been understood by the **second party** or contractor.
- 1.2 Scope of work of this CONTRACT is as per the details given in the RFP and this Agreement.
- 1.3 The **Second party** shall carryout contract as per the general terms and conditions specified **RFP** and his Agreement.
- 1.4 **The Second party** on receipt of any complaint shall attend to the same immediately and comply it, to the satisfaction of **First party** or his authorized rep.

CONTRACT OPERATING OFFICER (COO)CLAUSE-2

- 2.1 A Separate COO shall be nominated by **First party (AIFD and AIHM & CT)** and will be communicated in writing to **second party**. Acceptance of contract will be communicated by **Second party/contractor** in writing. COO, who and only who shall execute the clause stipulated in the terms and condition of contract on behalf of **AWES (AIFD and AIHM & CT)/First party**

(Sig with stamp of First party)

(Sig with Stamp of second party)

Annexure VI(contd)TERMS AND CONDITIONS/SOW OF THE CONTRACT AGREEMENT FOR PROVIDING CATERING SERVICES TO GIRLS AND BOYS OF AWES CAMPUS

Whereas the **First Party** requires the services of a **Second party/Company providing Catering Services (CCS)** for their Student Messes (Girls and Boys Hostels).

**Whereas the CCS which is a Company providing Catering Services** has agreed to provide Catering personnel, hereinafter referred to as 'CCS's Employees' to the First Party as per the First Party's requirements.

Whereas the **Second Party/CCS** and the **First Party/AWES** have agreed to enter into a service contract for a period of \_\_\_\_\_ months from \_\_\_\_\_ to \_\_\_\_\_ which shall be deemed to be automatically terminated thereafter unless renewed by the First party for the purpose of obtaining Catering Services at the same **rates and other terms and conditions** as mentioned hereunder. Now, therefore this agreement witnesses as under:-

Now therefore this agreement witnesses as under:

1. The **Second Party/CCS** declares that it is in possession of the valid license and the **Second Party/CCS** further undertakes that the license will be renewed from time to time and will be valid during the entire period of the Agreement, failing which this agreement shall stand automatically cancelled and the First Party shall not make any payment.
2. **Second Party/CCS** shall ensure that Catering personnel possessing the required skill and training shall be deployed at the combined campus of AIFD and AIHM &CT, Kothanur Post, Bangalore – 560 077. The **Second party CCS's** Employees shall not be more than 50 years of age for Catering Services at the time of deployment and hereby undertakes to abide by the requirements of eligibility criteria and physical standards including their training as prescribed, medical, uniform (as applicable), photo identify card, etc.
3. If the state Law requires the registration of the **second party/CCS** or any such other Board constituted under the state law, such registration shall be ensured before deploying their employees with the first party.

**Annexure VI(Contd)**

4. The **Second party/CCS** shall ensure that their Employees shall be conversant with the use of Fire Extinguishers and shall take necessary action in case of activation of fire Alarm Sys or in case of a fire in the premises of students Mess.
5. The **Second party/CCS** shall provide the names of their Employees to the Registrar, AWES Campus before their deployment. The CCS shall furnish the names, permanent & local address of the CCS's Employees deployed at First Party's premises from time to time along with their latest photographs thumb impression & signatures.
6. The **Second Party/CCS** shall ensure that their Employees function under general directions of Registrar and HOA of respective Institutions/COO/Authorized Official and perform duty according to the duties accepted by the **Second Party/CCS**.
7. The second Party/CCS should ensure the following:-
  - (a) Verification of antecedents of all their employees by the police and such verification Certificate shall be submitted to the First party immediately on the deployment.
  - (b) CCS's Employees shall be medically fit, mentally fit, mentally sound and possess good physique and not be suffering from any contagious/major diseases.
  - (c) Their employees shall not take any alcohol or intoxicants or be found in an inebriated state or smoke.
  - (d) No familiarity develops between the CCS's Employees and the First party staff/students and their employees do not indulge in any activities including money transactions.
  - (e) Payments of wages to its employees in compliance with minimum wages act and other relevant statues in forces and modified/amended or revised from time to time as per enactments of central/ state Governments.
  - (f) Their employees deployed with AWES students' Mess do have their own arrangements for their food and beverages.
8. The CCS will change the CCS's Employee immediately on instructions from the First Party if the performance of that particular CCS's Employee is not acceptable or found physically / medially unfit and decision of the First Party is final and biding.
9. The catering Supervisor/Managers of Boys and Girls Messes of the Second Party/CCS shall report to the respective Registrars & HOA or their authorized official, at least once a week for the purpose of briefing/debriefing. He/she must carry out checking of catering personnel on regular basis.

**Annexure VI(Contd)**

10. The Second party/CCs shall maintain up to date record of CCS's employees as per the shops & Establishments act and will discharge all obligations under various labour laws Viz, EPF Act, ESI Act, Bonus Act, Workmen's Compensation Act, Contract Labour (Regulation & Abolition Act), etc or under any other stare/union Legislation in respect of CCS's Employees and shall produce these records for verification along with monthly bill of catering to both the Institutes or as and when demanded by the First Party.

11. The Second Party/CCD shall be responsible for all acts of commission and/or Omissions by its employees leading to loss and/or damage to First Party's employees and/or third parties and shall meet all liabilities arising out of such Omissions and/or Commissions.

12. All payments under this agreement shall be made to the second party/CCS by the respective Institutions (AIFD and AIHM & CT) on monthly basis through RTGS/NEFT in favour of the Second party/CCS within seven days of receipt of the relevant bill from the CCS. In case of any discrepancy in the bill detected by the First Party, the payment will be released on rectification of the bill.

13. **Second Party/CCS** shall be fully and absolutely responsible for the payment of salary and other statutory dues to CCS's Employees like salary/wages, bonus, arrears, overtime, employment/terminal benefit, compensation or other claims of whatsoever nature to CCS's Employees.

14. The CCS's Employees shall not claim any employment relationship with First party under any circumstances and obtain written undertaking from each of the their employees deployed with the First Party that he/she is a employee of the Second Party/CCS.

15. The **Second Party/CCS** hereby undertakes further that additional/excess payment over the contracted amount, which may arise due to extraneous reasons during the currency of this agreement, shall be borne by the **Second Party/CCS** alone.

16. The **Second Party/CCS** shall submit printed receipts for all the payments received from First Party, the CCS shall also furnish the proof of having paid the wages to the CCS's Employees engaged by them within one week of the disbursements of the wages to them and proof of having paid the statutory dues to the concerned authorities on quarterly basis. Non-payment of monthly wages by the CCS to the CCS's employee deployed with First Party will make this contract null and void and will result in termination of the deployment of CCS's employees with the First Party with immediate effect and the First Party will not be required to make any payment to the **Second party/CCS** thereafter.

17. The **Second party/CCS** shall pay rental charges towards utilization of mess premises (kitchen, washing area, stores etc) @ of **Rs 20000/-**(Rupees Twenty Thousand only)Per month each to AIFD and AIHM & CT for girls mess and boys mess respectively. The same will be deducted from the monthly bill of the **Second Party/CCS**. In addition, Electricity charges as per actual consumption will be deducted from the **Second Party/CCS** at BESCO prevailing rates.

**Annexure VI(Contd)**

18. In case of any mishap of whatsoever nature (minor/major/fatal including death during the course of their duty) sustained by **Second party/CCS's** Employees, the responsibility for meeting the medical/hospitalization expenses or of granting compensation, if any, on that count will be that of the **Second Party/CCS** and not of the First Party. If for any reason, compensations, costs etc., are paid by the First Party, on emergency requirement, the same shall be reimbursed by the **Second Party/CCS** to First Party without any demur within one month from the date of Demand by the First Party and upon failure of the **Second Party/CCS** to do so, the First Party shall have the right to adjust the monthly bills payable to the CCS towards the amount payable by the CCS till the entire dues are wiped off.

19. In the event of theft, pilferage, damage of property of the First Party or any other loss, the First Party shall report the matter to the local police first. The CCS agrees that in case of any loss of cash/materials/other properties of AIFD and AIHM & CT which may arise directly or indirectly due to absence or dereliction of duty or inattentiveness or negligence or collusion of the CCS's employee, such loss will be made good by the CCS and all liabilities arising out of such incidents will be fully met by the CCS. If the inquiry reports of the First Party and the CCS are conflicting on this point, it is agreed between the parties that the First Party's report shall prevail and be final. Such quantum of loss assessed and payable by the CCS shall be paid to First Party within a month of demand and upon failure of the CCS to do so, the First Party, without prejudice to other recovery measures either through Court of Law or otherwise, shall have the right to adjust the monthly bills payable to the CCS towards the amounts payable by the CCS till the entire dues are wiped off.

20. Neither the **Second Party/CCS** nor any of their Employees will have any claim against the First Party for any liability arising out of any commission / omissions caused by the their Employees while on duty.

21. **Second party/CCS** undertakes to submit a copy of license from the Ministry of Labour, Govt. of India, or exemption certificate from the State Government, for providing catering services personnel in premises of First Party before deploying their employees with the First Party.

22. **Second Party/CCS** states and admits explicitly that the work assigned by First Party to it is not perennial in nature and the First Party has the right to terminate the assigned work, if in its assessment and opinion, the need for the assigned work ceases to exist.

23. **Second Party/CCS** shall ensure to submit annual returns to various Authorities and also ensure compliance of all the applicable laws, rules and regulations for which the **Second party/CCS** shall be solely responsible.

24. The First Party shall have the right to access all books, records and information relevant to the **Second Party/CCS's** employees deployed with the First Party and shall have the right to cause an inspection on the office & infrastructure and audit the books & records as relevant to the services provided to the First Party.

**Annexure VI(Contd)**

25. The **Second party/CCS** shall preserve all the data and documents pertaining to their employees deployed with the First Party for not less than three years and shall make them available to the First Party, if a need arises.
26. The **Second Party/CCS** shall not **sub-contract** the catering services provided to the First Party to any third party without the prior approval of the First Party.
27. The Food served by the **Second party/CCS** shall be of good quality and hygienic. The Registrar or his nominee may at any time take samples thereof free of cost, for the purpose of inspection and his decision regarding desirability or quality of the articles offered for consumption shall be final.
28. The Menu as prescribed in the **Annexure V** to this RFP shall have to be adhered to by the **Second party/CCS**. If owing to any development hereafter taking place adherence to that Menu is rendered difficult, the decision of the Registrar on any changes to be made in the Menu shall be binding on the **Second party/CCS**. Even otherwise, the Registrar or his nominees reserve the right to make changes in the Menu if felt necessary.
29. The raw material used in the preparation of food shall conform to Food Quality specifications and as per quality/brand to be approved by the Registrar or any officer appointed by him to do so. Illustrative (but not exhaustive) quality brands of some of the products to be used by the contractor are specified as under.
- a) Medium of cooking will be Premium quality vegetable oil e.g. Sunflower, of reputed brands like Saffola, Sundrop, Fortune, Nature fresh etc with prior approval of Registrar.
  - b) Standardized full cream/Single Toned milk in poly-pack of reputed/recognized manufacturer like Amul, Mother Dairy, KMF etc or any other brand to be approved by Registrar.
  - c) Amul/Mother Dairy Butter or any other brand to be approved Registrar.
  - d) Ice Cream of Mother Dairy/Kwality/Vadilal etc. or any other brand with prior approval of Registrar.
  - e) Biscuits of standard brands approved by Registrar.
  - f) Premium quality Atta/ Suji/Besan of Ashirwad/Rajdhani/Shakti Bhog or any other brand to be approved by Registrar.
  - g) Premium quality rice/Basmati rice (full grain) of Kohinoor/Lal Quila or any other brand to be approved by Registrar.
  - h) Premium Tea leaves/ bags of Brooke Bond/TajMahal/Lipton/Tata etc. or any other brand to be approved by Registrar.
  - i) Coffee of Nestle, Nescafe, Bru, Sunrise etc. or any other brand to be approved by Registrar .
  - j) Spices of approved quality like MDH, Catch, Rajdhani, Ramdev, Majithia, MTR, Everest etc. or any other brand to be approved by Registrar.

**Annexure VI(Contd)**

30. The Contractor shall provide sufficient workers for the mess comprising of Skilled Supervisor, Cook with helpers, workers for washing utensils, and waiters with the provision to increase according to number of employees & requirement.

The minimum man power required to be provided by CCS will be as follows :-

|                                  |   |       |
|----------------------------------|---|-------|
| (a) Manager                      | - | One   |
| (b) Cook                         | - | Three |
| (c) Helper to cook               | - | Six   |
| (d) Utensils Cleaner/ Veg cutter | - | Six   |

31. The workers in the kitchen and dining hall should be clean, healthy and free from any disease. The contractor shall ensure that waiters and workers are in uniform (Hand Gloves, Caps & Dress etc.), while on duty, as approved by the Registrar, and that they are civil, sober and honest in their dealings with the employees and guests of the Institutes. The cost of supply and washing uniforms etc. will be borne by the Contractor.

32. The Contractor will bring the cutlery, crockery, Gas Stove, Dosa Plate, Bulk Cooker, Containers for cooking, mixers, Grinder, Deep Freezer, Tea-Coffee Dispenser with separate containers for Tea & Coffee (no. of unit as per requirement) and other equipment required as per menu and Utensils (limited kitchen equipments will be provided by Institutes).

33. The Contractor shall use the LPG cooking range and other similar Equipments to be provided by him. The use of charcoal, firewood, coke or fuel of any kind shall be done only with the prior permission of the **First Party**. The Contractor has to bear the cost of LPG fuel (including transportation cost) and cost of fuel for chef-in dishes.

34. The Contractor shall be responsible to keep the premises allotted to him neat, clean and tidy in accordance with the health bye-laws of the State and shall be liable to bear any penalty imposed by those authorities in the event of his failure to comply with their by-laws.

35. A committee known as "Mess Committee" (which shall also include the Contractor or one of his representative) shall be constituted by the Institute to Supervise the Canteen as decided from time to time. Both the institutes will have separate committees to monitor the canteen. The functions of the committee shall be as under:

- a) To finalise the Menu for food items
- b) To supervise the quality of items purchased and cooked
- c) To supervise Catering.
- d) To supervise Maintenance of hygiene and cleanliness.
- e) To conduct inspection of the place where the caterer is presently serving for short listing.

**Annexure VI(Contd)**

36. The Committee will direct the contractor to take such action as deemed necessary. The majority opinion of the Committee on all matters will be binding on the Contractor. The composition of the Committee will be decided by the Institute. The Institute will have the right to modify, alter, cancel any decision of the Committee and also have the right to reconstitute the Committee.

37. Any worker or representative of the Contractor in the premises of Institute shall be liable for suspension or dismissal by the Contractor on the direction to that effect by the Registrar of the Institute for disobedience or misconduct and the Contractor shall accept the direction of the Registrar of the Institute in this respect as final and binding. The registrar of the Institute shall not in any way, be liable in respect of any claim for compensation of damages made by the affected workers or representative(s) and the Contractor shall keep the Registrar of the Institute indemnified.

38. On special occasions contractor to serve tea/coffee/snacks, lunch and Dinner in the institute/guest house during day/night hours (if required) as per the menu and the rate to be fixed by the **First party**. The Contractor shall not levy or receive any charges for table service. Cost of camphor light material for chef-in-dishes and paper napkins to be provided, will have to be borne by the contractor. The staff, students and other members of the staff of the Institute shall be entitled to use the canteen for consumption of food and refreshments brought by them from outside.

39. The hours of service in the dining hall and various floors as mentioned

Above are as follows:

Details of Timings

|  |   |                 |
|--|---|-----------------|
| Breakfast Unlimited with coffee/tea/Milk | - | 7.30 -8.45 am   |
| Lunch – Unlimited                        | - | 12.00 - 2.00 pm |
| Evening Tea/Coffee with snacks/Biscuits  | - | 4.15 – 5.00 pm  |
| Dinner – Unlimited                       | - | 7.45 -8.30 pm   |

40. Mess committee will decide on the unlimited and limited items to provide. ( Viz Chicken, Panneer, sweets, curds, Aloo Parata, Uttappam and fried items like Vada etc)

41. The Contractor shall provide and maintain the hygienic condition of the Dining hall, kitchen & food containers for Raw material/Vegetables. To dispose of waste material of food, big garbage bags shall be provided by the contractor. The disposing of the garbage related to catering out of Institute is also the responsibility of Contractor on daily basis.

42. Institute mess will be functional for 10 months in a year. During the university vacation mess will be closed. If any students go on deputation or to their native place during the working days for more than 3 days continually with a prior permission from the institute, no messing charges will be charged to the students on these days.



**Annexure VI(Contd)**

43. The Security Deposit of Rs. 2,00,000.00 (Rupees Two lakh only) deposited with AIFD and AIHM & CT (each) and will be refunded to the Contractor on satisfactory performance of the services and on completion of all obligations by the Contractor under the terms of the contract, and on submission of an absolute "No Demand Certificate" from the concerned RPFC or any Authority designated under the EPF & MP Act-1952 regarding due and correct deposit of EPF of the employees engaged by him for the contract period and on return of goods/Articles in good condition or any property belonging to the Institute which may have been issued to him subject to such deductions from the Security as may be necessary for recovering the Institute claims against the Contractor. The Institute will not be liable for payment of any interest on the Security Deposit.

44. This Agreement can be terminated by either Party at one month's notice in writing. However, if the First Party terminates this Agreement/Contract due to the CCS violating any of the terms of this agreement or due to non-performance of the terms of this Agreement or due to any negligence on the part of the CCS or CCS's Employees, the First Party shall not be required to give any notice and the Agreement shall stand terminated on the date following the day on which the CCS receives, from the First Party, the intimation about such violation or non-performance or negligence.

**Force Majeure**

45. If the performance by either party of any of its obligations under the contract/agreement is prevented, restricted or interfered with by reason of fire accident, flood, war or any law, or regulation of any government, or any act or condition whatsoever beyond the reasonable control of both party (each such event shall be called a " Force Majeure event), then such party shall be excused from such performance to the extent of such prevention, restriction or interference, provided, however, that such party shall give prompt notice within a period of 30 (thirty) days from the date of the Force Majeure occurrence and providing a description to the party of such force majeure in such notice, including a description, in reasonable specificity, of the cause of the Force majeure and provided further that such party shall use reasonable efforts to avoid or remove such cause of non – performance and shall continue performance hereunder whenever such causes are removed. The Force Majeure conditions will be applied to both the parties during the contract period of " Providing Catering Services to AWES Campus" as per the law of the land.

46. If a force majeure event renders use of any part of the Premises difficult for a period in excess of 30 (thirty) days, the second party shall be entitled to treat the agreement in respect of the premises as terminated and seek return of the Security Deposit.

47. In consideration of the services as stated herein above, First Party agrees to make payment @ of Rs. \_\_\_\_\_ for each Catering person (inclusive of all taxes/rates/charges/manpower) and after deducting TDS (if applicable) to CCS for each completed month of services or pro-rata thereof.

**Annexure VI(Contd)**

48. We the above noted parties have signed this deed of agreement after having understood the contents of this deed on the date and place mentioned above.

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(sig with stamp of First party)

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(sig with Stamp of Second party)

**Annexure VII**  
**(Ref Para 24 of RFP)**

**DETAILS OF CATERING SERVICES SUPERVISORY STAFF**

| <b>Ser No</b> | <b>Name</b> | <b>Qualification</b> | <b>Post Held</b> | <b>Experience</b> |
|---------------|-------------|----------------------|------------------|-------------------|
|               |             |                      |                  |                   |

**Annexure VII**  
**(Ref Para 24 of RFP)**

**UNDERTAKING BY THE CCS**

1. I / We have read the instructions appended to the performa and I / We understand that if any false information is detected at a later date, any contract made between ourselves and AWES (AIFD and AIHM&CT), Bangalore on the basis of the information given by me/ us can be treated as invalid by AIFD Bangalore and I / We will be solely responsible for the consequence.
2. I / We agree that the decision of AWES or its representative, Bangalore, Kothanur post, Bangalore – 560077 in selection of CCS will be final and binding to me / us.
3. All the information furnished by me / us above here is correct to the best of my / our knowledge and belief.
4. I / We agree that I / We have no objection if enquiries are made about the work listed by me / us here in above and / or in the accompanying sheets.

Place :

Date :

SIGNATURE:

Name & Designation & seal of the Company