

PART II

TERMS AND CONDITIONS FOR PROVIDING CATERING SERVICES AT FDRC HOSTEL SHANKAR VIHAR DELHI CANTT-10

1. Services are solicited from contractors providing catering facilities for the use of Teachers, Member of staff, Principals, Directors and their dependents in the FDRC Hostel campus and guests coming to FDRC Hostel.
2. An agreement will be signed between Director Coord, AWES, Shankar Vihar, Delhi Cantt on the one part which expression shall include his successors in the office here-in-after called the **First party** and Canteen Contractor hereinafter called **Second party**.

Scope of work

3. General scope of work shall improve:
 - (a) First party hereby agrees to permit the Second party to provide Messing (Morning Bed Tea Ration, Breakfast, 11 am Tea, Lunch, 4 pm Tea and Dinner) to occupants staying in FDRC Hostel as per Mess Menu.
 - (b) Second party shall provide catering services for events and functions of AWES & FDRC as per menu approved by Dir Coord on mutually agreed terms and conditions.
 - (c) Any other additional requirements that come up.

Duration of the contract

4. The contract for running a FDRC Hostel mess shall be valid from **01 Jun 2018 to 31 May 2019**. The contract may be extended subject to quality of performance. **MD, AWES will be the sole authority** to decide this aspect in consultation with management.

Rebate

5. A Rebate of **Rs 15,000/-** fixed **per month** irrespective of strength will be given by the contractor to FDRC Hostel for facilities/accommodation/utilities provided by the first party. Rebate will be paid in advance on half yearly bases i.e. first on 01 Jun 2018 and second installment on 01 Dec 2018.

Terms and Conditions for the Contractor

6. The workshops have been planned on **five working days** basis in a week (**Monday to Friday**). For planning purposes, indls may be utilising the facility for 6-7 days. Up to **2-5 workshops** may be conducted in each month. The average dining in strength during this period would vary between **10 to 60** participants. The average strength during Lunch Time may increase by **5 to 10** participants on account of teachers from local Army Schools/visiting faculty/guest speakers. The dining in strength on Saturdays and Sundays would be comparatively less due to departure/arrival of participants. If strength is **09** or below local arrangements for catering will be done.

7. The First party shall give minimum **30 days notice** to the Second party, in case of non conduct of workshops at FDRC due to unavoidable and unforeseen circumstances. A copy of the annual plan of workshops will be made available, on request.

8. The Second party shall be required to deposit a sum of **Rs. 75,000/-** (Rupees seventy five thousand only) towards **security**, when the contract is executed, which will be refunded without interest after expiry of the contract.

9. The First party shall provide accommodation for stay for **five working staff**, kitchen, pantry, store, dining hall and lounge. Cafeteria type **seating arrangements** in dining hall and lounge will be provided by the **First party**. Water & a Large size Fridge, Water Cooler with RO System and Piped Gas (**10 x Empty Gas Cylinders**) will also be provided by the First party. The Gas Cylinders will be refilled and paid by the Second party ex Bharat Gas Agency, Shankar Vihar, Delhi Cantt-10 on as reqd basis. Electricity will be charged as per meter reading/lump sum of Rs 2000/- pm.

10. The Food will be served in the dining hall and in the lounge will be laid out on “**Self Service**” basis on **Two Serving Points** to reduce waiting time. The Second party will ensure that **two waiters** in proper dress code i.e. **White Shirt & Black Trousers and Black Leather Shoes** are available to refill the “**Serving Points**”. The Second party will also ensure that satisfactory arrangements for hot food i.e. Bain Marie at the serving points are provided.

11. The Second party shall provide **vegetarian food** only; eggs will be served during breakfast/lunch as per menu. Good **China Crockery & S/S Cutlery** and kitchen utensils will be provided by the Second party.

12. Amplifications for drawing up the weekly menu which will be submitted by the contractor to the Dir Coord for approval **every Friday** are given below:-

- (a) Chinese food will be served once a week to include Chow mein, fried rice, sweet & sour vegetables, Chilly vegetarian equivalent.
- (b) Curd/Raita will be served once a day i.e. either in Breakfast or at Lunch.
- (c) **Fruit** shall be given during lunch **every day**.
- (d) **Ice Cream/sweet dish** (One small cup of any standard company) will be provided during **dinner**.
- (e) **Chhola Bhatura** and **Dosa** shall be served once a week.

- (f) Refined cooking oil of reputed brands will only be used for cooking purposes.
 - (g) LPG Gas will only be used for cooking of food. Use of any other items such as K Oil and **Electricity is strictly prohibited**.
 - (h) The contractor shall use the kitchen for preparation of items required for the authorized members only and shall not use it for any other purpose whatsoever.
 - (j) Corrective suggestions if any will be acted upon by caterer.
13. The food will be tasted every day by the Director/Core Faculty/Estate Manager during lunch and dinner time. **Food tasting register** will be kept in the mess for remarks/observation by second party.
14. A **Suggestion Book** will also be kept in the dining hall and suggestion /recommendation of participants invited to ensure better services. This suggestion book will also be put up to Director along with food testing register on required basis by Estate Manager/Second Party.
15. The **First & Second** party will maintain a **"P Register"** which will indicate numbers of participants, having taken food in the mess, meal wise and on daily basis. Second Party will submit **bill** within 24 hours on conclusion of workshop for Payment.
16. First party shall pay for messing for dining in members on as **per meal basis** and/or **per day basis/Bill basis** as applicable to the Second party on termination of each workshop.
17. **Food will not be served in the rooms**. In case of any sick occupant, the food will be served in the room with prior permission of Estate Manager.
18. The caterer will provide **special meal** on the **important festivals/occasions (without any extra charges)**. The menu will be discussed with Director a week prior to the occasion/festival.
19. Drinking and water for cooking will be used from authorized sources only. Aqua guard/RO water filter will be used in cook house and dining hall.

20. The following will be **provided by the Caterer** :-
- (a) Containers (Big & small) for storing provisions.
 - (b) Storage bins for keeping/storing dry ration, vegetables and perishable items.
 - (c) Utensil racks.
 - (d) Cutting chopping appliances, cooking utensils, stoves & bhatti etc.
21. Approved rates of messing for participants **per head per day** including dependents for the duration of the contract will be paid by cheque after deducting TDS.

Hygiene and Sanitation

22. The Second party shall ensure proper personal hygiene of the staff employed by them. **Cleanliness** of kitchen, pantry, store, dining hall, lounge shall ensured by the Second party at all times. Hygiene chemicals/phenyl/DDT etc will be used properly. The Second party is liable for **penalty** up to maximum of **Rs. 5,000/-** by the Director Coord in the following events :-

- (a) Violation of any instructions issued by the First party.
 - (b) Not maintaining the quality/quantity of the items and cooking as per the instructions.
 - (c) Any complaint with regard to inadequate quantity/quality/hygiene and sanitation.
23. The caterer will ensure proper disposal of waste in disposable bags up to the pre-designated garbage disposal points. The contractor will purchase black garbage polythene bags and all garbage will be placed in the black bags and then dropped in the garbage disposal point of the institute.
24. The caterer will ensure that the catering and other staff employed and food handlers are checked periodically for their **medical fitness** and ensures that they are free from any disease likely to be a health hazard to the dining member. The Caterer would ensure **monthly medical** of the entire staff through the residential Doctor/Govt hospitals.

25. The caterer shall ensure that the cooks use clean caps and aprons while on duty.
26. The catering staff will wear **proper dress** of chef/waiter. They will also cover their head while cooking/serving.
27. **NO** repeat **NO** catering staff will wear the following while serving the food:-
- | | | |
|------------------------------|---|--|
| (a) Bathroom sandals/floater | } | All catering staff will wear uniform approved by Dir Coord & provided by the caterer. |
| (b) Jeans/T Shirts | | |
| (c) Fancy Shirts/trouser | | |
28. Catering staff will be checked for hair cut, cutting of nails and other aspects of health and hygiene by Estate Manager.
29. The caterer shall ensure that the waiters, while at work, are dressed in white shirts and black trousers with black leather shoes.

Security

30. The caterer and the staff will always carry on their person the **valid security passes** failing which the entry to the campus will be denied by the main gate sentry. Security passes will be issued by the Dir Coord. In case of loss of Security Pass **Rs 100/-** will be charged as Penalty.
31. Police verification for staff employees is mandatory No repeat no employee will be permitted inside the institute premises without **police verification**.
32. The caterer and staff employed by him shall comply with the instructions issued from time to time by the Dir Coord/Estate Manager to ensure compliance of security instructions and conduct of his personnel in the campus. **No** staff of caterer will be allowed to consume **liquor/intoxications/drugs etc.** Ensure proper behavior of his staff with all specially lady teachers.
33. The catering **Supervisor** will be available in the FDRC Hostel complex from **0700h** till **2130h** or such time as specified by the Dir Coord/Estate Manager from time to time. The caterer shall visit the FDRC Hostel from time to time to monitor and attend problems if any.

34. The **caterer** or his **representatives** will **not interact directly** with the occupants and will receive all instructions from the Estate Manager.

Miscellaneous

35. Second party shall make good any **damage/breakage** in the premises/facilities utilized by them, within 24 hours.

36. **Smoking and consumption of alcoholic** drinks or possession of any contraband items by any employee of caterer is strictly prohibited in the hostel and institute premises. Any violation of this order will be dealt with by the management.

37. A minimum fine of **Rs 500/-** will be imposed in case the cook house/pantry or the dining hall is found unhygienic/un kept by the Estate Manager/Management at any point of the time. It shall also follow in writing to the caterer by the management. **Three** such warnings will call for imposition of heavy fine of **Rs 10,000/-** (Rupees ten thousand only) to the caterer by the management and **may terminate contract without 30 days notice**.

38. The Second Party will be **solely responsible** for any **food poisoning** or any other problem resulting after eating food in the FDRC Mess. He is liable to be prosecuted.

39. The caterer will be responsible for security and **repair/replacement** of all items issued on loan vouchers including building inventory with fittings and fixtures of items if any. The **recoveries** will be made by the Dir Coord/Estate Manager for any **loss or damage of property**.

40. In the event of any **food complaint** by any inmate or if it otherwise comes to the notice of the Dir Coord that the caterer has violated any of the instructions given by the Estate Manager, investigation shall be done by a representative of Director Coord and should any lapses on the part of the caterer or any of their staff is revealed, the Caterer will be issued a **show cause notice** and may be liable to pay damage/compensation at the rate to be determined by the Dir Coord/Estate Manager.

41. **Fire fighting** appliances will be made available at the kitchen by the First Party. The caterer should ensure his staff adheres to adequate fire precautions. Utmost care is to be exercised in the use of gas burner to prevent outbreak for fire. All possible safety precautions will be observed. Any outbreak of fire caused by negligence of catering staff resulting to the damage of hostel building utilities will be made good by the caterer.
42. The Second party shall be permitted to sell Soft Drinks, Tea, Coffee and Snacks to participants as per type and rate approved by the First party. Payment on this account shall be directly taken by the Second party from the consumers.
43. The Second party shall observe and comply with all legal obligations as per the relevant **labour laws** such as employees Provident Fund Minimum wages. The Second party will not employ any employee/server below **16 years** of age in accordance with the labour laws.
44. In case of any **dispute** regarding interpretation of the contents of the agreement between the FDRC Hostel and Contractor, the Managing Director of Army Welfare Education Society shall be the sole arbitrator and his decision will be binding on both parties.
45. The Second party shall provide **all meals free of cost** to Estate Manager Breakfast, 11 am Tea, Lunch, 4 pm Tea & Dinner.
46. **Each party** shall have the right to **terminate the contract** by giving **one month notice** to other party, without assigning any reasons thereof.
47. In the event of a complaint by the participants, or if it otherwise comes to the notice of the Director Coord, that the Second party has violated any of the instructions, the **Director Coord** shall have the right to inspect accounts, stock books & stores and **terminate the contract with one month notice/without one month notice.**

48. GST or any other tax (s) as applicable on materials in respect of the contract shall be payable by the Second Party and the First party have no liability in this respect.
49. The Second party shall be responsible for security of his property. The First party shall not accept responsibility for any damage/loss to his property.
50. Second party shall submit a **list of his employees** with their names, local and permanent address and telephone numbers to the hostel. Only male employees will be employed by Second Party.
51. The Proprietor of the Second party would meet firstly as and when required but at least **once a month** to discuss issue related to the contract.
52. The second party is solely liable for payment of persons employed for service, first party would have no liability on account of this.
53. All employees will be briefed by Contractor for good behavior with Teachers/Principals/Guests.
54. The second party shall be required to pay electricity charges of mess staff room, kitchen, pantry and use of electric appliances such as fridge, Ice cream defreezer, mixi etc and any other such appliances every month as per actual meter reading. In the absence of meter, the Contractor shall pay Rs 2000/- per month for electricity charges. Delay in payment of monthly electricity charges by more than 06 days will attract a penalty of Rs 50/- per day in addition to actual bill for that month.

SAMPLE
MENU FOR FDRC HOSTEL MESS : PRINCIPALS/TEACHERS

Ser No	Cater ing	Timings	Menu						
			Mon	Tue	Wed	Thu	Fri	Sat	Sun
1	Break fast	0700-0800h	Non Veg- Bread Omelette & Tea Veg - Bread, Jam, Veg cutlets & Tea	Cornflakes & Milk, Veg Sandwich & Tea	Stuff Parantha, Curd, Pickle & Tea Optional - Bread, Butter & Jam	Veg Cutlets, Bread, Butter & Jam	Puri, Sabji Aalu & Halwa & Tea	Bread, Jam, Butter, Veg Cutlets & Tea	Uppma, Poha & Tea
2	Tea	1015-1030h	Tea with Kachori	Tea with Bonda	Tea with Patties	Tea with Sandwich	Tea with Samosa	Tea with Biscuits	Tea with Biscuits
3	Lunch	1330-1430h	Rice, Chapati, Rajma, Aalu Simla Mirch, Raita, Salad & Pickle Fruit-Seasonal	Chole, Bhature, Kulcha, Zira Rice, Raita, Salad, Pickle & Fruit-Banana	Rice, Chapati, Aalu Gobi, Kari Pakora, Salad, Pickle Fruit Chat	Dosa, Idli, Sambar, Lemon Rice, Coconut Chatni, Fruit-Seasonal	Rice, Chapati, Mix Veg, Dal Makhni, Raita, Salad, Pickle. Fruit-Seasonal	Rice Pulao with Soya Beans , Dahi Raita Pappad	Rice Zira Chappatti, Dal Channa, Mixed Veg Dahi Raita Pickle
4	Tea	1630-1700h	Tea with Matthi	Tea with Cake	Tea with Namkin Para	Tea with Biscuits	Tea with Biscuits	Tea Biscuits	Tea Biscuits
5	Dinner	2000-2130h	Rice, Chapati, Arhar Dal, Palak Paneer, Salad, Pickle & Pudding – Gulab Jamun	Chinese Food – Ice Cream	Rice, Chapati, Masur Dal, Mater Paneer, Salad, Pickle, Karela Pudding – Semiya Kheer	Rice, Chapati Loki Kofta, Lobia, Achar, Fruit Custard	Parantha, Jeera Aalu, & Pickle. Fruits/Gulab Jamun / Sohan Papdi. (Packed Dinner)	Rice, Chapati Dal Lobhia, Aalu Gobi, Matar & Kheer	Rice, Chapati, Dal Mixed, Bangan Bharta or Seasonal veg & Halwa Suji

Note : Five Bed Tea pouches in rooms. Vegetables – seasonal. Changes in menu in consultation.

