

FORMAT OF APPLICATION FOR PROVISION OF CATERING SERVICES
AT AGPS, PAHALGAM FOR SESSION 2018-19

1. I / We _____ Name of Firm _____ hereby apply for catering & supply of commodities to AGPS, Pahalgam on the terms and conditions given at **Annexure 2**.
2. I / We will have to cater for the students and staff of Army Goodwill Public School, Pahalgam with effect from the date of the contract as per menu attached, as **Annexure 1**.
3. I / We will charge for catering of students @ 95% of adm roll and as per daily attendance of staff. I / We will claim Rs 25/- on account of one time meal charges for casual labour.
3. In consideration of the catering for students of Army Goodwill Public School, I / We will charge Rs _____ (Rupees _____) per pax.
4. I / We will be subjected to SMC rules and to all instructions issued by SMC, or its representative. **Police verification of all catering employees** will be obtained before they are permitted inside the school premises. A report on character and antecedents will be submitted to Secretary, Army Goodwill Public School, Pahalgam. **Temporary security pass** for all employees will be obtained by him and it will be renewed from time to time.

Please attach the following documents:-

5. Details of Experience of handling large institutional/corporate cafeteria/food outlet: Current and earlier (During last 10 years)
6. Any other pertinent information.
7. Two Reference.
8. Bank Solvency certificate.
9. Income Tax clearance certificate – last three years.
10. Catering, food outlet & labour license.
11. Municipal License.
12. Registration Certificate.
13. Balance Sheet-Last three years.
14. Partnership deed (if any)
15. Sales tax certificate & GST Registration.
16. Shop & Establishment Registration.
17. Work orders from other organizations.

TIN No _____

Seal _____

(Signature of vendor with stamp)

Date : 2018

1. Weekly menu of Army Goodwill Public School is as under:-

DAY	B/FAST (07:00 – 08:05)	TEA-TIME (11:05 – 11:20)	LUNCH (14:00 – 14:40)	EVENING TEA (17:00 – 17:20)	DINNER (20:00 – 21:00)
MONDAY	04xPOORI per std (30-35 gm) CHOLA – White Channa (200gm) TEA with GINGER 150ml per student	TEA – 150 ML 1 x Matty	RAJMA DAL 1 x VEG DISH 01 x DAL PLAIN RICE RAITA	TEA – 150 ML 1 x BREAD PAKODA (2 SLICE)	CHIKEN / PANEER FOR VEG 01 x VEG DISH PLAIN RICE SWEET DISH (SEWAYAN)
TUESDAY	02 x LAWASA (40 gm) + HALWA + 150ML TEA NAMKEEN	TEA – 150 ML 1 x BAKERY BISCUIT	1x MIX VEG DISHES SEASONAL PLAIN RICE, RAJMA, CURD SOLID	TEA – 150 ML 4 x BAKERY BISCUIT	RAJMA DAL 02 x VEG DISH PLAIN RICE SWEET DISH (01 X RASGULLA)
WEDNESDAY	2 x PARATHA 50 GM 150 GM EGG BUJIA TEA – 150 ML	1 x TETRA PACK JUICE (SUMMER) 150 gm Maggi (Winter)	DAL , 1 x VEG DISH PLAIN RICE, RAITA (SEASONAL) NUTRI VEG	TEA – 150 ML 2 x ALOO BONDA	DAL MAHA 02 x VEG DISH PLAIN RICE SWEET DISH (FEERNI)
THURSDAY	4 x BREAD SLICE 1 x CUBE BUTTER 100 GM 2 x BOILED EGGS NAMKEEN TEA – 150 ML	TEA – 150 ML 1 x Matty	02 x VEG DISH DAL, CHOLA-WHITE CHANNA PLAIN RICE 01 x PAPAD CURD SOLID	TEA – 150 ML 1x KACHORI	CHIKEN / PANEER FOR VEG 01x VEG DISH PLAIN RICE SWEET DISH (RASGULLA)
FRIDAY	2 x PLAIN PRANTHA (50 GM) ZEERA ALOO LEMON PICKLE TEA – 150 ML	TEA – 150 ML 1 x BAKERY BISCUIT	PANEER DISH 01 x VEG DISH PLAIN RICE SALAD, RAITA	TEA – 150 ML 1 x SAMOSA	RAJMA DAL 01 x MIX VEG DISH PLAIN RICE SWEET DISH (HALWA)
SATURDAY	4 x BREAD SLICE 1 CUBE OF BUTTER 50 GM JAM 150 ML GLASS OF MILK	TEA + 1 x SAMOSA	01 x VEG DISH (NUTRI VEG) 01 x DAL (MIX) JEERA RICE CURD	TEA – 150 ML 1 x CREAM ROLL	MUTTON (NV) / PANEER FOR VEG 01 X VEG DISH PLAIN RICE SWEET DISH (SEWAYAAN)
SUNDAY	2 X ALOO PARATHA (75 GM) 150 ML DAHI PICKLE + TEA	1 x TETRA PACK JUICE (SUMMER) 150 gm Maggi (Winter)	VEG BIRIYANI, PICKLE EGG BIRIYANI (02 X Eggs Boiled (NV) CURD SOLID	150 ML KEHWA WITH SAFRRON 1 x SWEET KULCHA	PALAK PANEER DAL MIX PLAIN RICE (BASMATI) 02 x ROTI SWEET DISH (GAJAR KA HALWA)
REMARKS	BED TEA (SEP – APR) ONCE A WEEK SOUP		SEASONAL FRUIT TO BE SERVED EVERY DAY CORIANDER TO BE USED ON DISHES	ONCE A MONTH SANDWICH	SUPPER MILK 200 ML EXCL NON VEG DAYS. MUSHROOM YAKHNI ONCE A MONTH SUNDAY. 100 GM PER STUDENTS

- Note:-
- Roti will be served on all days in both lunch & dinner (Min 02 per person).
 - Whenever, Egg is served it should be min two in Nos.
 - Vegetable dish will be made as per seasonal availability.
 - Qty of milk:- 80 ml milk in per 1 glass (150 ml) tea always.
 - Appropriate – Ginger, Garlic, masala and Onions to be used as per the direction of Mess Secy.

2. The maximum feeding strength of Army Goodwill Public School, Pahalgam (students, staff and casual labours) will be **397**

TERMS AND CONDITIONS

1. The firm will submit certified photocopy of all documents including firm's registration, TIN/ PIN / GST, registration certificates, income tax clearance certificate and sales tax clearance certificate alongwith the quotations. Original documents may be produced on demand for verification by the Management, AGPS, Pahalgam, c/o 3 Rashtrya Rifles, c/o 56 APO.
2. Caterer applying for the contract should have a min annual turnover of Rs 1 crore in last three years. Please attach details duly certified from CA alongwith your quotations.
3. In the event of award of contract, contractor should register himself with the Regional Labour Commissioner, as a contractor under the Contract Labour Regulations Act and obtain a Labour License and complete all required formalities.
4. In case any dispute, decision of the Patron, ex-officio, General Officer Commanding Counter Insurgency Force, Victor or his appointed officer will be final and binding on both the parties.
5. Absence of above conditions will render the quotation invalid.
6. **Effective Date of the Contract.** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of obligations of the parties under the contract. The deliveries supplies and performance of the services shall commence from the effective date of the contract.
 - (a) The officer to whom supplies/services are to be delivered in the contract referred to as the officer operating the contract, (Secretary, Army Goodwill Public School, Pahalgam, which expression shall include his duty authorized representative) may reject the supplies/services in whole or in part if in his opinion they are not, in all receipts, in accordance with the contract.
 - (b) The Contractor will neither claim nor be entitled to payment for any damage that rejected supplies/services may suffer from incidental to a full and proper examination and test of such supplies/services.
 - (c) Management, Army Goodwill Public School, Pahalgam (J&K) shall be under no liability, whatever for rejected supplies/services and the same shall be at the contractor risk.
 - (d) Management, Army Goodwill Public School, Pahalgam (J&K) shall, in the event of rejection of supplies be entitled to demand replacement, at the contractor own cost, of such supplies/services of the quality required or if replacement is not permitted recover from me/us cost of rejected supplies.
 - (e) The contractor failing, declining, neglecting or delaying to comply with any demand or requisition or otherwise not executing the same in accordance with the terms of contract, the officer operating the contract or his successor in office shall be at liberty without prejudice to any other remedy he may have on account of any claim for compensation against loss and inconvenience caused by such breach or non performance of the contract to purchase or otherwise, at the contractor expense, such supplies/service may have been rejected or that the contractor may have failed, declined neglected or delayed to supply, or such authorized substitutes therefore as are specified in the scheduled hereto and are approved by the officer operating the contract or his successor in office and any excess cost so incurred over the contract price (together with all incidental charges and expenses) incurred in purchasing, procuring or arranging for such supplies/services.
7. The officer sanctioning the contract or his successor or the officer officiating in his place as per the promulgation information orders may rescind this contract by notice to the contractor in writing:-
 - (a) If the contractor assign or sublet the contract without his written approval which in normal case will not be permitted. However, in exceptional circumstances the same will be decided on the merit of the case by the management and will be approved by not less than the chairman.

- (b) If the contractor or any of the agents or servants shall be guilty of fraud in respect of the contract, or any other contract entered into by the contractor with Government.
- (c) The contractor declines, neglect, or delay to comply with any demand or requisition or in any other way fail to perform or observe any condition of the contract.
- (d) The contractor or any of the partners become insolvent or apply for relief as an insolvent debtor or commence any insolvency proceedings or make any composition with the creditors or attempt to do so.
- (e) If the contractor fail to deposit the security deposit as required.
- (f) In case of such rescission, the contractor security deposit (or such portion thereof as the officer sanctioning the contract shall consider fit or adequate) shall stand forfeited and be absolutely at the disposal of Management, Army Goodwill Public School, Pahalgam (J&K).
8. Notwithstanding anything herein before contained and without prejudice hereto the officer operating the contract may or his successor in office may recover from the contractor as compensation, such sums as he considers reasonable, if the contractor fail to observe or perform any condition of the contract.
9. No payment will be made in advance in any supplies/services under this contract.
10. The contractor will oblige the contractor servants and agents to confirm to any reasonable instructions to ensure their punctuality in attendance or supply, cleanliness and respectful behavior including participating in anti national activities, non consumption of intoxication substances that may be given by the office sanctioning the contract or the officer operating the contract.
11. In respect of any supplies of food stuffs or of drinks under this contract, an officer of the department concerned and any medical officer acting on behalf of the officer sanctioning the contract may at any time, inspect and examine these supplies/services and the hygienic and sanitary conditions under which these supplies are prepared, stored.
12. An amount of Rs 2,00,000 lac (Rupees two lac only) equivalent to the value of 10 % of contract money has to be deposited by the contractor as security amount. The contractor security deposit or any balance thereof remaining at the end of the contract shall not be returned to the contractor until the contractor accounts have been finally audited and settled until the contractor have executed the "No Demand Certificate".
13. In the event of reduction in the number of students, the contractor shall not be entitled to any compensation.
14. The contractor acknowledge that he has made himself fully acquainted with all the conditions, and circumstances under which supplies/services required under the contract will have to be made or furnished and with all the terms, clause, condition, specifications and other provisions of the contract and the contractor shall not plead ignorance of any of these as an excuse in case of complaint against or rejection of supplies/services supplied by the contractor or with a view either to ask for enhancement of any rates agreed to in the contract or to evade any of the contractor obligation under the contract.
15. A demand for arbitrator shall be in writing and made within six months from the date of termination of contract. The date of termination of contract shall mean and include:-
- (a) The last date of delivery of goods according to the terms of the contract.
- (b) In case where the contract is cancelled, wholly or partly, the date when the letter of cancellation is issued is also a term of the contract that in case the contractors do/does not make any demand for arbitration in within 180 days of receiving the intimation from the management that the final bill in settlement of account is ready for payment or the date of which the dispute in regard to interpretation of terms of contract has arisen, the right of the contractor to claim arbitration will be deemed to have been exhausted and absolutely barred and virtue of abandonment of the claims the management shall be discharged and released of all liabilities arising out of the performance of the contract and the claims pertaining thereto.
16. **Brands of Consumables Permissible.** All food stuff should confirm to prevailing food laws eg FPO, MMPO, Agmark etc (To be followed very strictly).
- (a) **Salt** Tata, Annapurna, Nature Fresh.
- (b) **Spices** M.D.H Masala, Satyam, Badshah, Everest, Kamal, Catch Masala.

- (c) **Chicken/Mutton.** Fresh and dressed or Venky's Chicken.
- (d) **Ketchup.** Maggi, Kissan, Heinz.
- (e) **Oil.** Sunflower, Sundrop, Godrej, Saffola, Fortune.
- (f) **Pickle.** Mother's, Pravin, Priya, Bedekar, Nilon's.
- (g) **Atta.** Ashirvad, Pillsbury, Annapurna.
- (h) **Flavored fruit drinks.** Rasna.
- (j) **Butter.** Amul, Britannia, Mother Dairy.
- (k) **Papad.** Lijjat.
- (l) **Bread.** Jaihind/Victor Force Bakery.
- (m) **Jam.** Kissan or Maggi.
- (n) **Ghee.** Amul, Mother Dairy, Britania, Gits, Everyday.
- (o) **Milk.** Amul, Pulwama Dairy (Without water).
- (p) **Paneer.** Amul, Mother Dairy.
- (q) **Rice.** Quality to be approved by Mess Committee before entering the kitchen.
- (r) **Fruit.**
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|----------------------|-----------------------------|
| Banana | - Wt 110 gms (single Piece) |
| Apple | - Wt 110 gms (Single Piece) |
| Orange | - Wt 110 gms (Single Piece) |
| Grapes | - Wt 200 gms (Per child) |
| Nashpati/Babberkosha | - Wt 100 gms |

17. All brands to be ISI marked and FSSI approved

18. No water to be added to milk.

Performance Bank Guarantee

19. The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd, Axis Bank Ltd or HDFC Bank Ltd) for a sum equal to 10% of the contract value within 30 days of signing of contract. Performance Bank Guarantee will be valid up to 60 days beyond the date of contract.

20. **Penalty for use of Undue Influence** The Contractor undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward commission, fees, brokerage or inducement to any person in service of the Management Committee or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaken by the Contractor or any one employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or the commission of any offers by the Contractor or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Management committee to cancel the contract the amount of any loss arising from such cancellation. A decision of the Management Committee or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Contractor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the contractor towards any officer/employee of the Management Committee or to any other person in a position to influence any officer/employee of the Management Committee for showing any favour in relation to this or any other contract, shall render the Contractor to such liability/penalty as the Management Committee may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Management Committee.

21. **Non-disclosure of Contract documents.** Except with the written consent of the Management Committee /Contractor, other party shall not disclose the contract or any provision specification, plan design, pattern, sample or information thereof to any third party.

22. **Transfer and Sub-letting.** The contractor has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contractor or any part thereof, as well as to give or to let a third party take benefit or advantage of the present contract or any part thereof.

23. **Amendments.** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this contract and signed on behalf of both the parties and which expressly states to amend the present contract.

Fax : _____

Phone : _____

Stamp

Signature of the Proprietor/Authorized person