

RFP

EMPANELLING OF CATERERS FOR OUTSOURCING CATERING
AT RSAOI, BANGALORE

1. Rajendra Sinhji Army Officers Institute, No 50, MG Road Bangalore – 560 001 (RSAOI Bangalore) has decided to empanel the caterers for outsourcing at banquet halls / places in its premises for various private parties such as get-together, birthday, wedding reception etc of its Members.
2. Interested reputed Caterers from Bangalore can forward their quotations in a sealed cover to the following address by **05 Nov 2021**:-

RSAOI
No 50, MG Road
Bangalore – 560 001
3. A copy of proposed agreement between “RSAOI” and “Caterer” is attached for reference.
4. Queries, if any, can be clarified on Mob No : **74066 77087 (F&B Manager)**.

OUTSOURCEING CATERERS : RSAOI BANGALORE

AGREEMENT

This agreement is made at Bangalore on this _____, two thousand and twenty one between Rajendra Sinhji Army Officers Institute (RSAOI) Management, through its Secretary, who is duly authorized in this behalf (hereafter referred to as the '**RSAOI / Licensor**' which expression unless repugnant to the context thereof be deemed to mean and include their respective heirs, executors, administrators, successors and assignees) of the one part.

AND

_____ licensed under Rule 50 PFA with GST No _____
having its registered office at _____
through _____ (hereafter referred to as the '**Licensee / Caterer**' which expression unless repugnant to the context thereof be deemed to mean and include their respective heirs, executors, administrators, successors and assignees) of the one part.

WHEREAS the Licensor is managing premises at No 50, MG Road, Bangalore – 560 001 under the name and style, Cariappa Hall (MPH), Swimming Pool, Wings, 50 EMGEE, Quarter Deck & Cavalier for its members for conduct of private functions / events for promoting bonhomie, social interactions & recreational purposes.

AND WHEREAS the Licensor is desirous of providing catering service to members in the Cariappa Hall (MPH), Swimming Pool, Wings, 50 EMGEE, Quarter Deck & Cavalier and the Licensor has agreed to grant License to the Licensee / Caterer for this purpose on the terms and conditions contained hereinafter.

General Conditions

NOW, THEREFORE, THIS AGREEMENT WITHSTAND AND THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS

1. The Licensor hereby grants a License to the Licensee for providing catering services in the Cariappa Hall (MPH) , Swimming Pool, Wings, 50 EMGEE, Quarter Deck & Cavalier for preparation, supply and service of food, snacks and beverages at the said Cariappa Hall and any other venue specified by the Licensor within the premises of Cariappa Hall, Swimming Pool, Wings, 50 EMGEE , Quarter Deck & Cavalier.
2. The catering service contract will be for **Eleven Months** from the date of signing ie with effect from _____ **2021 to** _____ **2022** and can be extended on the decision of RSAOI Management for a further period of Eleven Months. The Licensee will be on probation for the first three months of the contract initially and only if found fit, the contract will be applicable for the next eight (08) months. The licensee(s) will be reassessed after every six months by Board of Officers for quality of service based on performance during the contract period. If the services are found unsatisfactory, contract will be terminated with prior notice of thirty (30) days.
3. List of menu options being demanded and recommended rates is attached at **Appx 'A'** to this agreement. Additional items (and the addl cost thereto) as decided / agreed between the Licensee and the Member be informed to the RSAOI immediately for the accounting purpose. Management can instruct the caterer to introduce any item as and when required on the rates as agreed between the parties to this agreement.
4. Partially furnished Hall and Kitchen will be provided by RSAOI Management. **The Kitchen includes exhaust fans, washing area and electrical points. All the Function Halls has permanent bar counters.**
5. The RSAOI Management reserves the right to terminate the contract without assigning any reasons whatsoever after giving prior notice of thirty (30) days.
6. RSAOI Management reserves the right to disqualify any caterer who is involved in any litigation whatsoever with the Licensor except for implementation of this agreement.
7. The Licensee shall take over inventory of all items of the kitchen provided by the Licensor, as per inventory to include B&R, E&M and other property of the Licensor.
8. Licensee shall ensure the following :-

(a) **Best Practices.** Best practices for Catering Services will be followed to protect the health and safety of the consumers. Also, the services rendered will be of the highest quality.

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(b) To comply with the Labour Laws, Workmen Compensation Act, Shop and Establishment Act EPG / EST facilities and / or any other rules and regulations in force for the time being during the period of this agreement.

(c) **Sustainability.** To ensure Licensee follows RSAOI's expectations regarding waste, recycling, composting, and Styrofoam-free policies.

(d) To indemnify and to keep the Licensor indemnified against all commission, omission negligence of the Licensee and any loss, damages or injury that may be caused due to the acts of the Licensee or its employees / servants.

(e) **Must abide by the terms and conditions included in this Agreement in order to remain on the list of Approved Caterers.**

(f) **Provide RSAOI with a copy of its current business license.**

9. Every person employed by the Licensee during the period of this agreement, be under control of the Licensor and shall obey or perform all reasonable direction of the Licensor and / or its authorized representative(s) and shall be liable in case of impropriety or misconduct of immediate removal from the Licensor's premises, but such persons employed by the Licensee shall not be deemed to be the servants or agents of the Licensor under any circumstances. The Licensee or his authorized representative(s) agrees to dismiss any employee, who is considered to be undesirable by the Licensor.

10. The Licensee further agrees to abide by the following to the Licensor:-

(a) No party bookings or direct booking for parties will be accepted by the Licensee without prior permission of the Licensor.

(b) Licensee will not use the property of RSAOI Function Halls for supporting any other business of his.

(c) Licensee will be allowed to sublet the services only on prior written consent of the licensor.

(d) No home delivery of cooked items will be done.

(e) Licensee will not host /entertain any party / gathering at his own to oblige any guest / member.

11. It shall be the endeavor of the parties hereto to be true, fair and just to each other in all their transaction and dealings and the parties hereto shall, during the currency of this agreement deploy themselves diligently and faithfully for the conduction and managing the affairs of the RSAOI Function Halls and allied complex being the subject matter of the agreement.

12. To provide extra staff for functions in Cariappa Hall (MPH) or any other venue specified by the Licensor within the premises as provided by the RSAOI management against hiring charges.

13. The Licensor reserves the right to engage any outside caterer for any occasion at RSAOI Function Halls other than the members' bookings for marriage or other functions for which the current agreement has been signed.

14. The Licensee shall have valid food license for his base kitchen which shall be in compliance to "Prevention of Food Adulteration Act, 1954 & Food Safety & Standards Act, 2006". It shall be the sole responsibility to ensure compliance of "Employees' Provident Fund / Employees' State Insurance" for the permanent staff employed by the Licensee. For all hired / contractual staff for the event, the Licensee shall make an endeavour to ensure the same from the third parties providing such staff. A certificate to this effect shall be rendered by Licensee on monthly basis that the firm is complying with "Contract Labour Regulation Act (CLRA)" and other rules and regulations relevant to them. Any violation in this regard shall render the licensee responsible to indemnify any penalties as laid under such laws. Licensee shall not employ any person below the age of fourteen as a helper or staff as per the "Child Labour (Prohibition and Protection) Act.

15. **Approved Caterers.** The RSAOI management without any prejudice will share details of all the Caterers empanelled with its Members. Such list of empanelled Caterers will be made available to the Members of RSAOI, Bangalore on the authorized website of RSAOI viz www.rsaoibangalore.in . The final decision for giving the order to a specific caterer will solely be of the Member only.

16. **Responsibility of RSAOI.** Once Caterer is decided by the Member(s), the management will ensure following:-

- (a) Grant an exclusive permission to said caterer to occupy those parts of the site(s) necessary to enable him to provide the required services.
- (b) Grant an exclusive permission to said caterer to bring in or place all necessary equipment / items to enable him to provide required services.
- (c) Will provide the meters for both electricity and water so as to enable the Contractor to pay for the same as per meter reading or flat rate to be decided by RSAOI, Bangalore on average consumption for the service.
- (d) Carry out pest control treatment of areas occupied by the caterer from time to time.
- (e) Ensure necessary payments are made to caterer within seven days of submitting the invoice etc.

Responsibilities of the Caterer(s)

17. To provide crockery and cutlery of a high standard and without any preconditions whatsoever.

18. No rates will be changed without the prior approval of the Licensor.

19. Additional expenditure on hiring of extra staff for parties in RSAOI Function Halls will be borne by the Licensee.

20. During the probation period of three months the Licensor has the right to terminate the agreement without any notice and reason.

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21. Entire range of raw materials to be used will be meeting the AGMARK / ISI / FSSAI specifications only.

22. All products including milk will be procured from branded / government agencies / MCD / FSSAI only. Only broiler chicken will be used for catering unless in case of epidemic where in certified products will be used.

23. To provide food, snacks and eatables in the quality and quantity as per the menus approved by the Licensor.

24. **Health and Safety.** Caterer agrees to follow all standard regulations in preparation & packing of food in compliance with Food Safety and Standards Act and / or any other applicable laws and regulations, including but not limited to the following :-

- (a) All food must be prepared in a Health Department approved facility.
- (b) Caterer must have the correct equipment to hold and transport food at safe temperatures, complying with applicable state and country health regulations.
- (c) Caterer may not utilize Party Hall kitchens for food preparation facilities.

25. **Catering Proposal / Statement of Work.** Caterer shall provide the Member / Client with a written catering proposal / statement of work for each catering order, substantially in the form of Appx 'D' attached hereto (each, a "Statement of Work"), indicating terms for menu selection and pricing; cancellation or changes; guest count coverages and reduction; venue; date of event, beginning time of event, ending time of event; and leftover policy. A reasonable cancellation / change fee may be assessed for orders cancelled / changed less than seventy-two hours prior to the time of the event. Each Statement of Work shall be deemed accepted and incorporated into this Agreement only if signed by the client and the Caterer. The Approved Caterer shall provide the Catering Services :-

- (a) In accordance with the terms and subject to the conditions set forth in the respective Statement of Work and this Agreement;
- (b) Using personnel of required skill, experience, and qualifications;
- (c) In a timely, workmanlike, and professional manner;
- (d) In accordance with generally recognized industry standards for catering services; and
- (e) To the satisfaction of RSAOI.

26. The Caterer will provide services as agreed by him in the agreement signed with the management at RSAOI, Bangalore and as agreed with the member hiring him for the event / occasion. He will ensure that services provided by him are amongst the best practices and as per the norms of the RSAOI, Bangalore. Some of the important aspects which need deliberation are as under: -

- (a) Will provide realistic estimates for required services by the members i.e. No hidden costs, Service Tax / GST as applicable will be paid by the caterer and remitted to concerned authorities/ department directly.

(b) Will provide a minimum of following staff at the time of rendering catering services during the events: -

- (i) Supervisor.
- (ii) Asst. Supervisor.

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(iii) **Stewards (minimum 6 for strength per 100 guests i.e. one per 15 guests and part thereof).**

- (iv) Cooks as per requirement.
- (v) Support ground staff (as per requirement).

(c) Will cater for adequate staff, food, beverages and materials necessary to enable the provision of the services.

(d) Will maintain high standards of hygiene, presentation and cleanliness in respect of staff, the kitchenettes, cooking equipment and utensils from which the Services are provided.

(e) **Will position adequate serving points including counters, serviceable crockery, cutlery, tableware, cooking utensils and other connected stores.**

(f) **Adequate number of counters for the drinking water will be provided by the caterer. The caterer may provide hot / cold water dispensers if the Member so desires. The RSAOI shall provide electric points for drawing of electricity for such dispensers as well as for the lighting of the food counters if required. The consumption of such electricity will be billed to the caterer as per the combined meter reading / flat rate as mentioned at Para 16(c) above.**

(g) **Layout. The layout of the food counters shall be in accordance with the theme suggested by the Member keeping in mind the ease of serving. The caterer shall decorate and light the food counters if so desired by the Member.**

(h) Will ensure its employees / staff working at the "RSAOI Function Halls" comply with all reasonable safety and security measures and regulations advised to them by the RSAOI Management from time to time. Ensure adequate firefighting equipment at the time of rendering catering services.

(j) **Venue Restrictions. Entry to RSAOI is restricted to Function Halls, kitchen, Awning area and part of main lawn. The portion of the lawn allowed for the functions will be as earmarked by the Secretary, RSAOI and will be covered with the kanat / suitable partition during the function so as not to disturb the normal functioning of the RSAOI. Other premises are 'Out of Bound' for the staff to be employed by the Licensee. The caterer shall abide by additional restrictions like where all food and beverages will not be served in the premises, clean up expectations etc as an when issued by the RSAOI to the caterer.**

(k) **Venue Cleanliness / Hygiene Sanitation. Caterer will ensure that the venue is cleaned and maintained **as in where state** within next 04 (four) hours on completion of event. In case venue is not properly cleaned and handed over, a **fine / penalty of****

Rs 3,500/- (Rupees three thousand five hundred only) will be levied in the bill for utilising addl labour for payment.

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(l) **Sub-Contract.** If any portion of the catering service is subcontracted then such sub contractor shall also abide by the rules and regulations specified in this contract. The Caterer will be solely responsible for the conduct and / or negligence of any subcontractor.

(m) **Police Verification.** Police verification of the staff to be employed should be done and record of the same will maintained event wise by the Licensee.

(n) **Damage to Assets.** Any damage to existing infrastructure / assets will be recovered from the Licensee.

(o) **Non-disclosure of Contract Documents.** Except with the written consent of RSAOI Management, other party shall not disclose the contract or any provision or information thereof to any third party.

(p) **Will meet with the Secretary from time to time as necessary to discuss any issues, which arise in relation to the provision of the Services, record keeping and accounting.**

(q) Within 48 hours of becoming aware provide written notification to the RSAOI of any maintenance or repairs necessary to be undertaken to enable him provide necessary services.

(r) Will leave kitchen space and the entire premises provided to him for the event neat and clean after the event for immediate use for next planned event.

(s) Will be responsible for the waste management after the event, failing which charges as applicable/ decided by the RSAOI will be deducted from the invoice value.

(t) **Smoking and Alcohol Policies.** The Caterer agrees to abide by RSAOI regulations prohibiting employees smoking in all RSAOI premises and not allowing employees consumption of alcohol in the premises.

(u) **Recording of Events.** The Caterer will ensure that no audio or visual recording of the event shall be made without the prior mutual written consent of the parties to the Agreement provided that RSAOI reserves the right to record the event for archival purposes only and not for sale or commercial use.

(v) Permanent parking of vehicles for staff / equipment will not be allowed in front of RSAOI premises except for the space allotted for the same purpose.

(w) **Incident Reporting.** Caterer must report any occurrence of food borne illness immediately to the RSAOI. Pertaining to the event, the Caterer will notify

the RSAOI of property damage, vehicle accident, theft, or safety hazard immediately upon discovery and in writing within 24 hours of the incident.

Desired Personal Qualities of the Staff Employed by the Licensee

27. Desired personal qualities are as under:-
- (a) Good communication and other soft skills of the staff with a positive attitude towards challenging situation.
 - (b) Org skills and a flexible approach to work.
 - (c) Ability to plan and organize booking and staffing.
 - (d) Friendliness and approachability.
 - (e) To ensure that the staff employed by him have their antecedents verified by the Police and the copy of such verification be submitted to the Licensor.
 - (f) **Excellent turnout, hygiene and clean dress.**
 - (g) **Ensure all Caterer's employees wear name tags showing both employee and caterer's name. Chef's to wear apron, gloves and cap to ensure hygiene.**
 - (h) **No tip is to be given / accepted.**
 - (j) **All the staff employed by the caterer including the hired staff should be well groomed and trained in terms of hospitality norms and best practices.**
28. (a) **Feedback / Suggestion Form**. The feedback form will be handed over to all Members booking the catering from Licensee. Sample is att as **Appx 'B'**.
- (b) **Penalties**. In case of any infringement of Rules including Terms and Conditions of the agreement and any complaints of serious nature from Members during the period of this agreement will invite the penalties as given below:-

Ser No	Warning	Minor Complaint (dress violation, inadequate stewards or serving pts or crockery, etc)	Major Complaint (food shortage, broken / damaged crockery / cutlery, unhygienic food etc)
(i)	First	Rs 1,000/-	Rs 5,000/-
(ii)	Second	Rs 3,000/-	Rs 15,000/-
(iii)	Third	Rs 5,000/-	Rs 25,000/-
(iv)	Fourth	Rs 10,000/-	Termination of Contract

(c) There shall be hygiene inspection by the RSAOI Management. In case of any observation / defaults reported, a penalty of Rs 15,000/- (Rupees fifteen thousand only) shall be levied on the Licensee.

29. The Licensee agrees to abide by the directions and instructions issued by the Licensor on this account without any precondition including the methodology and the number of accounts / other documents to be maintained thereof.

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30. Nothing herein contained shall be construed as conferring upon the Licensee any right, title of interest in / or to the premises and the property of the Licensor.

Inspection / Medical Authority

31. **A medical inspection will be carried out of all the employees and cookhouses on monthly basis.** The inspection will be carried out by the Management of RSAOI or any officer or individual detailed on its behalf. **Also CORONA test will be carried out for all staff of the Licensee and the Licensee will ensure that all of his staff have been vaccinated.** The record of the same will be maintained event wise by the Licensee.

32. Any additional facilities / concession, the caterer(s) wishes to propose for Party Halls and in the menu to be notified to the Licensor. The kitchen facilities may be viewed / inspected by any officer nominated by RSAOI. The facilities will be open to regular inspection to ensure requisite, hygiene and sanitation is maintained at all times.

33. To provide and serve all foods, snacks, eatables as contracted and the quality thereof shall be in compliance with the existing statutory and Local Administration's hygiene and food law requirements and to the fullest satisfaction of the Licensor and / or concerned authorities, as may be specified by the Licensor, from time to time, so as to maintain highest standards of hygiene, quality and reputation of the Institution.

34. The Licensee shall maintain, at all times during the currency of this agreement, adequate manpower to ensure smooth and efficient preparation of food items and their service to the Members / Guests in the Function Halls and allied complex. The manpower employed by the Licensee shall have adequate skills and be of good character, well behaved and physically and medically fit for handling eatables.

35. The Licensee should have adequate cleaning staff on their payroll to maintain the cleanliness / sanitation of the complex.

36. **Termination Clause.** RSAOI reserves its right to terminate the Licensee from empanelment and the agreement deed will automatically stand terminated and the security deposit forfeited for any reason at its absolute discretion including but not limited to the following:-

(a) If the Licensee is adjudicated insolvent by the Competent Court or files for insolvency or if the Licensee being a company is ordered to be wound up by Court of Competent Jurisdiction; dues if any, will be recovered from the Licensee and balance security deposit will be refunded.

(b) Licensee commits any breach / violation of the terms of this contract document.

(c) Admission of any proceedings against the Licensee in respect of this facility in a court for any violation of law / rules / orders.

(d) Any criminal act or misbehavior on part of Licensee or his workers within the premises of RSAOI and whether or not it is connected to this agreement.

(e) If any charge sheet is filed by a competent authority of the Government of India against the Licensee or company, is convicted by a criminal court on grounds of moral turpitude.

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(f) The Licensee is involved in wrongful billing including number of plates / persons and rates charged. Rates should be consistent with the menu / services offered. In case variation in rates is observed or it is observed that Licensor had charged lower rates to any Member that the Licensor shall be bound to provide similar services at the same rates. In addition, hereto wrongful billing shall also result in the Licensee being debarred from participating in any future tender of the RSAOI for the next three years.

(g) In the event of dissatisfaction of the Members for whom the facility is being created or unsatisfactory service or failure on the part of the Licensee at any time, to carry out the terms and conditions of the contract to the satisfaction of the Member availing services, of which the RSAOI shall be the sole judge has the right to forthwith terminate the contract.

(h) The decision of the RSAOI in terminating the Contract will be final and binding on the Licensee.

(j) Based on reasonable complaints from Members.

(k) In case Licensee is found to be involved in cartel formation.

Financial Effects

37. Rebate of 15% of the total sales (less taxes) shall be deducted from the Licensee's bill.

38. In consideration of such arrangements, the Licensee shall deposit Rs 3,00,000/- (Rupees three lakh only) with the Licensor, will be refundable on the termination of the agreement after clearing all dues by the Licensee or setting off of such dues against the security deposit). Such security in full or part will be forfeited incase Licensee violates any of the terms of the agreement.

39. **Risk and Purchase Clause.** If any time during the currency of the contract it is found that :-

(a) Services are not provided in time, and/or

(b) The services are found unsatisfactory, and/or

(c) Services do not conform to the specifications indicated in the contract. Then in that event, RSAOI will be at liberty to obtain the services covered under this contract from alternative source(s) at Licensee's risk and cost including invoking / resorting to

apply any other clause of this Agreement. Expenses incurred on such risk and expense shall be debited from the security deposit of the Licensee.

40. **Indemnification.** Licensee shall indemnify, defend, and hold harmless the RSAOI, Bangalore, its respective officers, staff, and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, interest, award penalties, fines, damages or expenses of any kind and description, including attorneys' fees and / or litigation expenses, any claim of a third party, arising out of or occurring in connection with the Licensee's negligence, willful misconduct, or breach of this Agreement.

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41. **Assumption of Risk and Responsibility.** Caterer hereby assumes any and all risk of personal injury and property damage attributable to its willful or negligent acts or omissions and the willful or negligent acts or omissions of its officers, employees, and agents. Licensee also assumes such risk with respect to the willful or negligent acts or omissions of Licensee's subcontractors or persons otherwise acting or engaged to act at the instance of Licensee in furtherance of Licensee fulfilling Licensee's obligations under this Agreement. Licensee acknowledges and agrees that Licensee is cognizant of all of the inherent dangers and risks involved in providing Catering Services, including but not limited to bodily injury.

42. **Independent Contractor.** Caterer an independent private contractor, and neither Caterer nor Caterer's employees, agents, or other representatives shall be considered as RSAOI, Bangalore employees or agents. It is understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. The Caterer agrees to perform and discharge all obligations as an independent contractor under any and all laws, whether existing or in the future, in any way pertaining to the engagement of Catering Services.

43. **Confidentiality of Information.** If Caterer is exposed to any non-public, confidential or proprietary information of RSAOI, Bangalore's ("Confidential Information"), Caterer will keep such information confidential. This provision shall survive till termination of this Agreement.

44. **Abide by the Law of the Land.** The Licensee shall abide by and comply with all laws in connection with the Services to be provided by the Licensee under the subject contract. RSAOI shall not be responsible for breach of law, if any, by the Licensee.

45. This agreement shall be valid for period of 11 months. The Licensor of its intention to do so with assigning any reasons at the expiry of the period of such notice, the agreement all ipso facto comes to an end.

46. The Licensee shall maintain regularly a true and correct account of all income in the proper books of accounts in the ordinary course of business, which shall be kept at the Function Halls and the Licensor or his authorized representative shall have the right to inspect and verify

such books of accounts in so far as it concerns their dues, rights and obligations arising out the terms of the agreement.

47. The Licensee agrees to abide by the directions and instructions issued by the Licensor on his account, into and without any precondition including the methodology and the number of account/other document to be maintained thereof.

48. **Mode of Payment.** The Licensee shall have the entire sales through bill, as certified and issued by the Licensor, and not on cash basis under any circumstances. **The format of the bill is as given at Appx 'C' to this contract.** He shall submit all such bills to the Licensor, which shall be reimbursed by the Licensor within five clear working days after verification and documentation, as may be required. **The payment to the Caterer will be done by way of cheque or online.** Violation of rules will invite "Termination of Contract without any notice".

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49. The accounts, which will be signed by the authorized representatives of the Licensor and Licensee, shall be finally settled between the parties. The names of such authorized representatives shall be intimated by either party to the other along with their specimen signatures in writing.

50. The Licensee shall maintain regularly a true and correct account of all incomes in the proper books of accounts in the ordinary course of business, over and above the computerized bills, which shall be kept at the Function Halls and the Licensor and / or his authorized representative(s) shall have the right to inspect and verify such books of accounts in so far as it concerns their dues, rights and obligation arising out of the terms of the Agreement.

51. **Dispute Redressal.** In the event of any dispute or difference arising out of or in connection with this agreement whether with regard to or interpretation of any clause or otherwise, the same shall be referred to a sole arbitrator to be appointed by the Licensor under the provisions of the Arbitration and Conciliation Act. The arbitration award shall be binding on both the parties. The venue of arbitration shall be at Office of Chairman RSAOI.

52. **Mediation.** If any dispute which may arise between the first party and second party to te agreement in regard to any issue as stated in the agreement shall be refered to the Chairman, RSAOI, who shall endeavour to resolve the same through mediation, and the decision so taken by the Chairman shall be deemed to be final and binding on both the parties.

53. **Arbitration.** If a dispute arises between the Purchaser and the Supplier and it does not get resolved through mediation, the dispute shall be referred to the sole arbitrator who shall be appointed by the Chairman, RSAOI under the provisions of Arbitration and Reconciliation Act. The arbitration award after due consideration of factors brought out by both the parties shall be considered final and binding on both the parties. The venue of arbitration shall be at the office of Vice Chairman, RSAOI.

54. **Public Records.** This Agreement is subject to the Public Records and the Caterer agrees and acknowledges that any documents, emails, correspondence or other records, in any medium, created, kept or obtained by RSAOI or by Caterer, in connection with this agreement or the services contemplated herein, and any related records, are public records subject to inspection and copying by Competent authorities governing the RSAOI, unless otherwise deemed confidential and / or exempt.

55. **Exhibits.** The exhibits attached hereto and referred to herein are by such attachment and reference made a part of this Agreement for all purposes.

56. **Entire Agreement.** This Agreement (and all exhibits and addenda hereto) constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior or contemporaneous agreements, whether written or oral, with regard to Catering Services. No covenants, agreements, terms, provisions, undertakings, statements, representations or warranties, whether written or oral, made or executed by any party hereto or any employee or agent thereof, with regard to Catering Services, or any part thereof, shall be binding upon any party hereto unless specifically set forth in this Agreement or in subsequent amendments executed by RSAOI and Caterer.

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57. **Conflict of Interest.** Caterer must disclose the name(s) of his employee(s) or agent who is also an employee of the RSAOI. Further, Caterer must disclose the name of any RSAOI employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Caterer's business.

58. **Notices.** All notices, consents, approvals, and other communications (collectively, "Notices") which may be or are required to be given by either party shall be properly given only if made in writing and sent to the address of RSAOI or Caterer, as applicable, by post, by hand delivery or by email delivery. Telephone and facsimile numbers are listed for convenience only. Either party may change its address for Notices by giving written notice to the other party in accordance with this provision.

59. In witness hereof the parties here to have signed this agreement at Bangalore on the day, date and year mentioned herein above.

Licensee

Licensor

(Authorized Signatory)
(Col Mario D'Monty (Retd))
Secretary, RSAOI,
Bangalore-560 001

Witness No 1

Witness No 2

(Mr Srinvas R)
F&B Manager
RSAOI, Bangalore

Appx 'A'
(Ref Para 3 of MOU)



**RAJENDRA SINHI ARMY OFFICERS' INSTITUTE
BENGALURU**

(HQ K&K Sub Area Officers' Mess Annexe)

BANQUET MENU

THE CAVALIER, QUARTER DECK & 50 EMGEE

BANQUET MENU

ONE VEG SOUP

ONE SALAD

ONE PANEER

ONE CHICKEN

ONE VEGETABLE

ONE DAL

ONE RAITA

MAIN COURSE

SOUP (any ONE)

Veg Manchow
Veg Clear
Veg Hot & Sour
Veg Noodles
Veg Sweet Corn
Cream of Mushroom
Cream of Spinach
Cream of Veg
Cream of Green Peas
Cream of Celery
Cream of Tomato
Cream of Potato

SALAD (any ONE)

Fresh Green
Tossed
Green Peas & Corn
Sprouted Bean & Capsicum
Cabbage Pineapple
Shredded Kachumber
Potato Corn
Beetroot

PANEER (any ONE)

Paneer Pasanda
Paneer Lababdar
Paneer Jalfrezi
Paneer Butter Masala
Paneer Do-Pyaza
Kadai Paneer
Palak Paneer
Paneer Methi Malai
Shahi Kofta Curry
Navratna Korma

CHICKEN (any ONE)

Murgh Korma
Murgh Achari
Murgh Adrak
Murgh Do-Pyaza
Murgh Mughalai

VEGETABLE (any ONE)

Aloo Gobhi
Aloo Tamatar
Aloo Shimla Mirch
Aloo Gobhi Capsicum
Zeera Aloo
Sukha Aloo
Veg Korma
Veg Kofta Curry
Vegetable Jalfrezi
Veg Makhnwala
Bhindi Tawa Fry
Bhindi Do-Pyaza
Kadai Vegetable
Amritsari Bhindi
Bharvan Baigan
Baigan Bharta
Baghara Baigan

DAL (any ONE)

Chana Masala
Dal Makhani
Dal Chana Urad
Dal Hara Moong
Moong Dal Tadka
Palak Wali Dal
Dal Pancharangi
Lobiya Dal

RAITA (any ONE)

Boondi Raita
Cucumber Raita
Veg Raita
Pudina Raita
Pineapple Raita
Potato Raita
Tomato Potato Raita
Lauki Raita
Plain Curd
Dahi Vada
Curd Rice

RICE (any ONE)

Steamed Rice
Butter Rice
Ghee Rice
Vegetable Biryani
Kaju Matar Pulao
Zeera Pulao
Matar Pulao
Pudina Pulao
Corn Pulao
Vegetable Pulao

DESSERTS (any TWO)

Hot Gulab Jamun
Kala Jamun
Moong Dal Halwa
Gajar Halwa
Jalebi
Rasmalai
Rasgulla
Laddu
Balushahi
Ice Cream

OPTIONAL

LAMB

Gosht Roganjosh
Mutton Chettinad
Kadai Gosht
Gosht Masala
Mutton Curry
Gosht Hara Masala
Handi Gosht
Gosht Do-Pyaza

FISH

Fish Amritsari
Masala Fried Fish

CHINESE MENU

SOUP (any ONE)

Veg Sweet Corn
Veg Clear Soup
Veg Manchow
Veg Hot & Sour
Veg Noodles

SALAD (any ONE)

Cabbage Khimchi
Cabbage Raddish Khimchi
Raw Papaya
Veg Crispy
Pickled Vegetables

PANEER (any ONE)

Chilly Paneer
Garlic Paneer
Soya Paneer
Paneer Manchurian
Sweet & Sour Paneer
Schezwan Paneer

CHICKEN (any ONE)

Chilli Chicken
Garlic Chicken
Ginger Chicken
Chicken Manchurian
Sweet & Sour Chicken
Lemon Chicken
Schezwan Chicken
Soya Chicken
Hunan Chicken
Chicken Pepper Sauce
Chicken in Oyster Sauce
Shangai Chicken

VEGETABLE (any ONE)

Baby Corn Capsicum
Chilly Baby Corn
Garlic Baby Corn

RICE / NOODLES (any TWO)

Veg Fried Rice
Veg Fried Noodles
Schezwan Fried Rice
Schezwan Fried Noodles
Burnt Garlic Noodles
Hakka Noodles

DESSERT (any TWO)

Banana Sweet Dumpling
Apple Sweet Dumpling
Pineapple Sweet Dumpling
Date Pan Cake
Fruit Toffee
Ice Cream

CONTINENTAL MENU

.....SOUP (any ONE).....

Cream of Vegetable
Cream of Tomato
Cream of Spinach
Cream of Mushroom
Cream of Celery
Cream of Potato
Cream of Green Peas

SALAD (any ONE)

Tossed
Beetroot Vinaigrette
Bean Sprout Capsicum
Cucumber Karam
Corn Capsicum
Cabbage Pineapple
Cole Slaw
Russian

PANEER (any ONE)

Paneer Cutlet
Spinach Cottage Cheese
Cottage Cheese Capsicum
Paneer Southern Pepper Sauce
Tomato Basil Paneer

CHICKEN (any ONE)

Fried Chicken
Roast Chicken
Grilled Chicken
Chicken Cutlet
Chicken Croquette
Chicken Stew
Chicken Southern Pepper Sauce
Chicken Caramelised Onion
Chicken in White Sauce
Tomato Basil Chicken
Garlic Tomato Chicken
Chicken in Spinach Sauce
Chicken Capsicum

VEGETABLE (any ONE)

Boiled Vegetables
Butter Fried Vegetables
Pepper Fried Cauli Flower
Pickled Vegetables
Vegetable Cutlets
Vegetable Croquettes
French Spinach
Spinach & Corn
Tomato Basil Aubergine
Potato Pearls in Dill
Potato Wedges
Hash Brown
Mashed Potato
Vegetable Stew

PASTA / RICE (any ONE)

Spaghetti Bolognese
Spaghetti Tomato Basil
Spaghetti Garlic
Macroni Hot Pot
Macaroni Tomato Basil
Macaroni Basil Pesto Sauce
Butter Fried Rice
Herb Rice
Herb Corn Rice
Tomato Basil Rice
Celery Capsicum Rice

RSAAOI

- 3 -

P.T.O

STARTERS

PANEER

- Paneer Tikka (6 Pieces)
- Paneer Sashlik (6 Pieces)
- Paneer Pakora (6 Pieces)
- Paneer Chilly (6 Pieces)
- Paneer Manchurian (6 Pieces)
- Paneer Ginger (6 Pieces)
- Paneer Garlic (6 Pieces)
- Paneer Schezwan (6 Pieces)
- Crispy Paneer Finger (6 Pieces)

VEGETABLE

- Veg Sheekh Kebab (6 Pieces)
- Golden Baby Corn (6 Pieces)
- Cheese Corn Croque (5 Pieces)
- Spring Roll (6 Pieces)
- Veg Dragon Roll (6 Pieces)
- Cheese Pineapple (5 Pieces)
- Cocktail Cheese Samosa (6 Pieces)
- Hara Bara Kebab (6 Pieces)
- Gobhi Manchurian (8 Pieces)
- Veg Croquette (5 Pieces)
- Cocktail Aloo Samosa (6 Pieces)
- Cocktail Vada (6 Pieces)
- Aloo Bonda (4 Pieces)
- Chilly Bajji (4 Pieces)
- Onion Pakora (6 Pieces)
- Finger Chips

MURG

- Chilly Chicken (6 Pieces)
- Garlic Chicken (6 Pieces)
- Ginger Chicken (6 Pieces)
- Chicken Manchurian (6 Pieces)
- Schezwan Chicken (6 Pieces)
- Chicken Kebab (6 Pieces)
- Chicken Tikka (6 Pieces)
- Haryali Kebab (6 Pieces)
- Malai Kebab (6 Pieces)
- Reshmi Kebab (6 Pieces)
- Chicken Sheekh (6 Pieces)
- Crispy Chicken Finger (6 Pieces)
- Chicken Lollypop (6 Pieces)
- Chicken Spring Roll (6 Pieces)
- Tandoori Chicken (Full)

LAMB

- Mutton Sheekh Kebab (6 Pieces)
- Shami Kebab (6 Pieces)
- Chilly Mutton (6 Pieces)
- Mutton Keema Vada (6 Pieces)

FISH

- Fish Finger (6 Pieces)
- Fish Tikka (6 Pieces)
- Chilly Fish (6 Pieces)
- Fish Kebab (6 Pieces)
- Beer Batter Fish (6 Pieces)
- Crispy Netuli (6 Pieces)

EXTRA MENU

ADDITIONAL RATES PER HEAD

- One Dessert Dish
- One Rice & Rasam / Curd Rice
- One Vegetable Dish
- One Dal Dish
- One Paneer Dish
- One Chicken Dish
- One Mutton Dish
- One Fish Dish
- Chicken Biryani
- Mutton Biryani



**RAJENDRA SINHI ARMY OFFICERS' INSTITUTE
BENGALURU**

(HQ K&K Sub Area Officers' Mess Annexe)

BANQUET MENU

WINGS (ROOF TOP), SWIMMING POOL & CARIAPPA HALL

BANQUET MENU

ONE WELCOME DRINK

ONE VEG SOUP

TWO SALADS

ONE PANEER

ONE CHICKEN

ONE VEGETABLE

ONE DAL

ONE RAITA

TWO TYPE OF BREADS

ONE RICE

ONE INDIAN SWEET

ONE ICE CREAM

MAIN COURSE

WELCOME DRINK

(Any One)

Sugar Cane juice
Orange Blossom
Nimboo Pani
Jal Zeera
Sherbet
Masala Soda
Masala Coke

SOUP (any ONE)

Veg Manchow
Veg Clear
Veg Hot & Sour
Veg Noodles
Veg Sweet Corn
Jade Soup
Lemon Coriander
Cream of Mushroom
Cream of Spinach
Cream of Veg
Cream of Green Peas
Cream of Celery
Cream of Tomato
Cream of Potato

SALAD (any TWO)

Fresh Green
Tossed
Green Peas & Corn
Sprouted Bean & Capsicum
Cabbage Pineapple
Shredded Kachumber
Potato Corn
Beetroot
Kosambir

PANEER (any ONE)

Paneer Pasanda
Paneer Lababdar
Paneer Jalfrezi
Paneer Butter Masala
Paneer Do-Pyaza
Kadai Paneer
Palak Paneer
Matar Paneer
Paneer Chettinad
Paneer Methi Malai
Shahi Kofta Curry
Navratna Korma
Malai Kofta

CHICKEN (any ONE)

Murgh Korma
Murgh Achari
Murgh Adrak
Murgh Do-Pyaza
Murgh Mughalai
Murgh Masala
Murgh Hyderabad
Chicken Chettinad
Chicken Saagwala
Butter Chicken
Kadai Chicken
Chicken 65'
Kerala Roast Chicken

VEGETABLE (any ONE)

Aloo Gobhi / Aloo Tamatar
Aloo Shimla Mirch
Aloo Gobhi Capsicum
Zeera Aloo / Sukha Aloo
Veg Korma
Veg Kofta Curry
Vegetable Jalfrezi
Veg Makhnwala
Bhindi Tawa Fry
Bhindi Do-Pyaza
Kadai Vegetable
Amritsari Bhindi
Bharvan Baigan
Baigan Bharta
Baghara Baigan

DAL (any ONE)

Chana Masala
Dal Makhani
Dal Chana Urad
Dal Hara Moong
Moong Dal Tadka
Palak Wali Dal
Dal Pancharangi
Lobiya Dal

RAITA (any ONE)

Boondi Raita / Plain Curd
Cucumber Raita
Veg Raita / Dahi Vada
Pudina Raita
Pineapple Raita
Potato Raita
Tomato Potato Raita
Lauki Raita

BREADS (any TWO)

Tandoori Roti
Plain Naan
Kulcha
Methi Roti
Garlic Naan
Butter Roti
Butter Naan

RICE (any ONE)

Steamed Rice
Butter Rice
Ghee Rice
Vegetable Biryani
Vegetable Pulao
Kaju Matar Pulao
Zeera Pulao
Matar Pulao
Pudina Rice
Corn Pulao
Curd Rice

DESSERTS (any TWO)

Hot Gulab Jamun
Kala Jamun
Moong Dal Halwa
Gajar Halwa
Jalebi
Laddu
Balushahi
Mysore Pak
Ice Cream

OPTIONAL

LAMB

Gosht Roganjosh
Mutton Chettinad
Kadai Gosht

Gosht Masala / Mutton Curry
Gosht Hara Masala
Handi Gosht
Gosht Do-Pyaza

FISH

Fish Amritsari
Masala Fried Fish
Rawa Fried Fish / Fish Kebab
Crumb Fried Fish / Fish Fry
Malabar Fish Curry
Goan Fish Curry
Crispy Fish
Fish Patra

(a-la-Card rate @ Rs.160/-)

ADDITIONAL OPTIONAL COUNTERS WITH UNLIMITED FOOD

SALAD COUNTER

Salads – 2 Types with Veg Carving
Achar
Chatni
Papad

FRUIT COUNTER

Cut Fruits
Mixed Fruits
Fruit & Cream
Honey Fruits
Fruit Salad
Fruit Juice

CHINESE COUNTER

Veg Chowmein
Veg Wonton
Veg Noodles
Veg Rice
Babycorn
Gobi Manchurian
Veg Spring Roll
Veg Bhel

DOSA COUNTER : I

Plain Dosa
Masala Dosa
Set Dosa
Utthapam
Paper Dosa
(with Chatni & Sambar)

IDLI & SANNA

Soft Dosa
Idli
Sanna
Pessarettu
(with Stew & Chatni)

DOSA COUNTER : II

Sanna
Idli
Mini Dosa
(with Kozhi Saaru)

CHAAT COUNTER

Papdi Chat
Bhel Puri
Pani Puri
Dahi Puri
Aloo Tuk
Samosa Chat
Kachodi Chat

CONTINENTAL

Pasta
Sandwich
Garlic Bread
Fresh Corn

VEG APPETIZER

Chilli Paneer
Cheese Balls
Paneer Pakoda
Dal Pakoda
Cocktail Vada
Cocktail Samosa
Corn Croquette

NON VEG APPETIZER

Mutton Shami Kebab
Chilli Fish
Prawn Tikki
Murgh Malai Kebab
Chicken Sheekh Kebab
Chicken Tikka
Haryali Tikka
Crispy Netuli

PAKORA COUNTER: I

Onion Pakora
Aloo Pakora
Baigan Pakora
Gobhi Pakora
Aloo Bonda
Chilli Bhajji
Palak Pakora

PAKORA COUNTER II

Paneer Pakora
Dal Pakora
Egg Pakora
Cheese Pakora

PAV BHAJI / VADA PAV / CHEELA

Pav Bhaji
Vada Pav
Besan Cheela

PARATHA COUNTER

Aloo Paratha
Gobhi Paratha
Onion Paratha
Muli Paratha
Paneer Paratha
Dal Paratha
(with Chatni & Raita)

BURGER/HOT DOG

Chicken Hot Dog
Chicken / Paneer Cutlet
Chicken / Paneer Burger

CAKE COUNTER

Chocolate
Pineapple
Black Forest

DESSERT COUNTER

Jalebi
Gulab Jamun
Rasgulla
Kala Jamun
Malpua

DESSERT COUNTER

Chocolate Fudge
Kulfi
Dry Fruit/Mix Fruit /Natural
Badam Halwa

RSAAOI

For Assistance:

Mr Charles : 9845499071
(Chief Chef)

FEEDBACK FORM

1. Name : _____
2. Membership No : _____
3. Date and time : _____
4. Event : _____
5. Quality of Food
- | | |
|------------|--------------------------|
| Excellence | <input type="checkbox"/> |
| Good | <input type="checkbox"/> |
| Average | <input type="checkbox"/> |
| Poor | <input type="checkbox"/> |
6. Time lines
- | | |
|------------------|--------------------------|
| Fast | <input type="checkbox"/> |
| In time | <input type="checkbox"/> |
| Slightly Delayed | <input type="checkbox"/> |
| Very Delayed | <input type="checkbox"/> |
7. Accuracy of Order
- | | |
|-----|--------------------------|
| Yes | <input type="checkbox"/> |
| No | <input type="checkbox"/> |
8. Services & staff behavior
- | | |
|-----------|--------------------------|
| Excellent | <input type="checkbox"/> |
| Good | <input type="checkbox"/> |
| Average | <input type="checkbox"/> |
| Poor | <input type="checkbox"/> |
9. Overall experience
- | | |
|-----------|--------------------------|
| Excellent | <input type="checkbox"/> |
| Good | <input type="checkbox"/> |
| Average | <input type="checkbox"/> |
| Poor | <input type="checkbox"/> |
10. Any comments, questions or suggestions?

Appx C

(Refer Para 48 of MOU)

CATERING BILL (RSAOI, Bangalore)

1. **Caterer / Company Name** _____
2. **GST No** _____ **PAN No** _____ **Bill No** _____
3. **Member No** _____ **Rk** _____ **Name** _____
4. **Member Contact No** _____ **Email** _____
5. **Event Venue Selected** _____ **and/or Annexe** **and/or Awning** **and/or Lawn**
6. **Event Date** _____ **Start Time** _____ **End Time** _____
7. **Event Start Date/Time** _____ **Cleanup End Date/Time** _____
8. **No of Guests Attended** _____

9. **Food Menu Selected** _____ **Qty** _____ **Rate** _____ **Amount** _____
10. **Add On Food Options**
 - (a) _____ **Qty** _____ **Rate** _____ **Amount** _____
 - (b) _____ **Qty** _____ **Rate** _____ **Amount** _____
 - (c) _____ **Qty** _____ **Rate** _____ **Amount** _____
11. **GST** _____ **% Amount** _____
12. **Total Amount** _____ **(in Rupees** _____ **)**

Caterers Stamp

Signature

Terms and Conditions

CATERING STATEMENT OF WORK**(RSAOI, Bangalore)**

1. **Caterer / Company Name** _____
2. **Contact Person** _____ **Phone** _____ **Email** _____
3. **Membership No** _____ **Rk** _____ **Name** _____
4. **Member's Contact No** _____ **Email** _____
5. **Event Venue Selected** _____
6. **Event Date** _____ **Start Time** _____ **End Time** _____
7. **Event Start Date/Time** _____ **Cleanup End Date/Time** _____
8. **No of Guests** _____ **No of Final Guaranteed Guest Count** _____
9. **Food Menu Selected** _____
10. **Add On Food Options**
 (a) _____
 (b) _____
 (c) _____

11. **Soft Beverages** _____
12. **Special Choice in Soft Beverages** _____
13. **Staffing Required (Nos _____) Stewards, Cooks, Bar Tenders, Attendant, Supervisor / Captain.**
14. **Decoration Required** _____ Yes/No
15. **Total Estimated Amount** _____
16. **Policies**__ (Leftover Policy, Cancellation, ..etc)

Note :- The above estimate is not a guaranteed amount. The final invoice amount will reflect charges according to the final guaranteed guest count and may additional charges incurred due to changes approved by Member and the Caterer.

Caterer Signature _____ **Date** _____

Member's Signature _____ **Date** _____

RSAOI Rep Signature _____ Date _____

RSAOI