

No. DJA/GAD/Contract for catering services/986/2015

DELHI JUDICIAL ACADEMY
(High Court of Delhi)
SECTOR – 14, DWARKA
NEW DELHI - 110078
Ph. No. : 011-28036684, Fax No. : 011-28036683

ESTIMATED COST : Rs.15,00,000/- +VAT

EARNEST MONEY DEPOSIT : Rs. 30,000/-

TENDER NOTICE

PART-I

1.1 GENERAL INSTRUCTIONS TO CATERERS

For and on behalf of the Director (Admn.), Delhi Judicial Academy, Sector-14, Dwarka, New Delhi offline tenders in Two Bids system (Technical Bid & Financial Bid) are invited from reputed Caterers of Delhi region for providing catering services during Training Programmes for a period of one year from the date of award of contract, extendable for a further period of one year on mutual consent and its satisfactory performance on the same terms and conditions with the approval of the Competent Authority.

- | | | |
|---|----------|---|
| 1. Mode of Tendering | : | Two-Bid System i.e. Technical Bid and Financial Bid |
| 2. Last Date & Time for Submission of Bids | : | 19.05.2016 at 11.00 a.m. |
| 3. Date & Time for Opening of Technical Bid | : | 19.05.2016 at 11.30 a.m. |
| 4. Date & Time for opening of Financial Bid in the presence of representatives of the Caterers | : | 25.05.2016 at 11.30 a.m. |

1.2 AVAILABILITY OF TENDER DOCUMENT

The tender document will be available for download on the website of the Delhi Judicial Academy (<http://judicialacademy.nic.in/>).

1.3 SCOPE OF WORK:-

Delhi Judicial Academy conducts various Training Programmes, Seminars/ Workshops for Judicial Officers of Delhi District Courts. The Academy is frequently visited by Hon'ble Judges of Supreme Court of India, Hon'ble Judges of the High Court of Delhi, Foreign Delegations and other dignitaries. During the training programmes Tea (twice a day-before and after lunch), Lunch and occasional High Tea are served to the participants and resource persons. Catering services are also provided to the dignitaries staying at the Guest House, Delhi Judicial Academy, Sector -14, Dwarka, New Delhi. Catering services would also required to be provided anywhere in Delhi-NCR on special occasions/seminars/workshops conducted by the Delhi Judicial Academy on any day at any time for the number of persons as specified by the Academy.

1.4. QUALIFICATION CRITERIA -

- 1.4.1. The Caterer should have at least three consecutive years running experience of providing catering services in Government Department/Autonomous Bodies. The Caterer shall give the experience certificate only in respect of the firm registered in the name of the caterer in whose name he/she is applying for the tender.
- 1.4.2. The Caterer should have minimum average annual turnover, during last three years, of Rs. 8 lakh in which turnover in any of the three years should not be less than Rs. 5 lakh.
- 1.4.3. The Caterer should have valid VAT Registration Certificate of Govt. of NCT of Delhi, New Delhi/ PAN No/Service Tax Registration No/Food License Registration No issued by Department of Food Safety, Govt. of NCT of Delhi.
- 1.4.4. The Caterer should have not been blacklisted by any organization during last three years (F.Y. 2012-13, 2013-2014 and 2014-15).
- 1.4.5. The Caterer should not be engaged in any litigation relating to providing food or catering services.

PART II

SUBMISSION OF BID:

2.1 TECHNICAL BID

The Technical Bid is required to be submitted as per Annexure 'C' along with the following documents/details:-

1. Copy of EMD as demanded in the NIT.
2. Name of the Firm/ Company/ Organization/ (enclose brochure, if any) with one self attested recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, where the Caterer is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also. (copy to be attached) along with copy of Registration certificate of the firm /company.
3. Copy of PAN number.
4. Copy of VAT/TIN registration certificate issued by Govt. of NCT of Delhi.
5. Copy of food license registration certificate issued by Department of Food Safety, Delhi
6. Copies of VAT Returns filed during the 2014-2015.
7. Technical Bid in the form as given in **Annexure 'C'**
8. Minimum average annual turnover, during last three years, of Rs. 8 lakh out of which turnover in any of the three years should not be less than Rs. 5 lakh duly audited, signed & stamped by a Chartered Accountant in the form given in **Annexure 'D'**.
9. Copies of Income Tax Returns for the three Assessment Years 2013-14, 2014-15 and 2015-2016.
10. Copy of Service Tax Registration Certificate.
11. Undertaking in the form of **'Annexure-E'**
12. Affidavit in the form of **'Annexure 'F'**.
13. Copies of documents/certificates showing running experience of at least three consecutive years running in providing catering services in Government Department/Autonomous Bodies only in respect of the firm registered in the name of the caterer in whose name he/she is applying for the tender.

* **All the scanned documents submitted in the bid must be clearly legible and self attested, failing which the bid(s) is likely to be rejected.**

** **The Academy may call for the documents in original as it may consider necessary in case it requires any clarification in respect of any document.**

2.2 FINANCIAL BIDS:

Only one rate is to be quoted against each item in the format prescribed at ANNEXRUE 'A'

and 'B'. Rates quoted in any other format will not be considered at all and the tender would be rejected. No lump-sum rates will be entertained. Financial bid of only those firms would be opened which qualify the technical Bid as approved by the department.

2.3 DOCUMENTS COMPRISING THE BID:

- 2.3.1 The bidder shall, on or before the date given in the Notice Invitation Tender, submit his bid to the Delhi Judicial Academy.
- 2.3.2 The Caterer shall submit the Technical Bid in a separate sealed cover and the Financial Bid in another sealed cover duly superscribed and all these two sealed covers are to be put in a bigger cover alongwith the envelope containing the EMD which should also be sealed and duly superscribed.

2.4 BID SECURITY:

- 2.4.1. The Caterer shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs.30,000/- (Rupees Thirty Thousand only in form of Fixed Deposit/Bank Guarantee from a Nationalized/ Scheduled Commercial Bank in favour of "the DDO, Delhi Judicial Academy, New Delhi" in sealed envelopes and put the same in tender box placed in Reception Counter of Delhi Judicial Academy, along with the Tender document. The Bid Security will remain valid for a period of **One Twenty Days** from the last date of submission of tender.
- 2.4.2. Any Tender not accompanied by Bid Security shall be rejected.
- 2.4.3. Bid securities of the unsuccessful Caterers will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
- 2.4.4. Bid security of the successful Caterer shall be returned on receipt of Performance Security in the Department and after signing the contract agreement.
- 2.4.5. Bid Security shall be forfeited if the Caterer withdraws his bid during the period of Tender validity.
- 2.4.6. Bid Security shall be forfeited if the successful Caterer refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the Department.

2.5 ONE BID PER BIDDER:

Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

2.6 COST OF BID:

The bidder shall bear all costs associated with the preparation and submission of his bid and the Department will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

PART-III

3.1 FACILITIES TO BE PROVIDED BY THE DELHI JUDICIAL ACADEMY:

The Delhi Judicial Academy shall make available the following -

- 3.1.1 Kitchen, Dining Hall, Washing Area and dining space, electricity and water in the Delhi Judicial Academy available to the Caterer.
- 3.1.2 Provide necessary furniture & Fixtures in the dining hall at 2nd and 3rd floor, DJA and dining space and pantry.
- 3.1.3 Provide equipments and appliances to the Caterer.

PART IV

4.1 GENERAL TERMS AND CONDITIONS

1. The Caterer shall provide catering services in the Delhi Judicial Academy or anywhere in Delhi-NCR on special occasions/seminars/workshops conducted by the Delhi Judicial Academy on any day at any time for the number of persons as specified by the Academy.
2. The Caterer would be provided space, water, electricity for which license fee @Rs 500/- per day would be levied. In case, the said facilities are not provided to the Caterer, no license fee would be charged.
3. All the required furniture, utensils, cutlery, waiters, accessories etc. are to be arranged by the Caterer at his own expense.
4. The premises of the Academy shall not be used for any other purpose except catering services.
5. Any damage to Govt. Property / fixtures shall be rectified/ replaced by the Caterer at his own cost.
6. The Purchase Committee reserves the right to reject any or all of the tenders without assigning any reason.
7. The nature of relationship between the Delhi Judicial Academy and the Caterer shall be contractual in nature confining to the terms of agreement signed between them. The Delhi Judicial Academy shall bear no liability towards any claim of the workers or staff of the Caterer whatsoever.
8. It would be the sole responsibility of the Caterer to ensure safety and security of the persons or property of the worker. Delhi Judicial Academy DJA shall not entertain any claim whatsoever in this regard.
9. Any person who is in Government Service or an employee of the Academy should not be made a partner to the contract by the Caterer directly or indirectly.
10. The Caterer shall not indulge himself in carrying out activities other than the purpose stipulated in the scope of work.
11. The Catering Contract is initially for a period of one year; however, it can be extended for a further period of one year on mutual consent and satisfactory performance by the Caterer, on the same terms and conditions with the approval of the Competent Authority.
12. The Caterers would not be allowed to alter/modify their bids, under any circumstances, after submission of their bids.
13. There would be no increase in rates payable to the Caterer during the contract period.
14. The Caterer shall ensure that all his workers/employees wear a standard uniform in neat & clean condition always.
15. The Caterer will be responsible for each and every claim of the employees engaged during the period of contract. The Caterer will also be responsible for the behavior & conduct of its employees.
16. The party who has submitted the bid shall be considered to have accepted all conditions mentioned in this notice.
17. Department shall deduct TDS as VAT, Income Tax, Surcharge and Cess etc. as TDS on VAT, as applicable, under the Income Tax Act.
18. The Caterer shall not sub-let the Catering Contract to any firm or individual. If so found, action will be taken as deemed fit by the Purchase Committee, Delhi Judicial Academy including forfeiting of Performance Guarantee and termination of the contract.
19. The Caterer shall be responsible for the quality and hygiene food supplied/served. Any Officer of the Delhi Judicial Academy will have full powers to inspect/check the food items at any time which if not found upto the standard the same shall be discarded and the same would be replaced by the Caterer immediately without any extra cost.

20. Caterer would be required to submit an undertaking on a non-judicial stamp paper of Rs.50/- duly signed, stamped and attested by the Notary Public as per **Annexure 'E'** by the due date and time of submitting the tender by depositing the same in the box to be kept at the reception area of Delhi Judicial Academy and also upload a copy of the same with the tender document.
21. In case of any dispute, the Director (Admn.), Delhi Judicial Academy would be the Competent Authority to resolve the issue and decision of Director (Admn.), Delhi Judicial Academy would be final and binding on both the parties.
22. The Caterer can pay a visit to the Academy before submitting the tender/bid for inspecting the facilities available with prior appointment on phone 011-28036684 or in writing/email dja@nic.in with Branch In-Charge General Administration Delhi Judicial Academy.
23. It is made clear that the entry of the contract with the Caterer will not debar the Delhi Judicial Academy to take the service of any other Caterer during currency of the agreement.
24. Delhi Judicial Academy shall be at liberty to terminate the contract during the currency of agreement at any point of time without assigning any reason.
25. Tenders not found supported with all the requisite documents, as requested, will be rejected.
26. Any bid received by the Department after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the Caterer.
27. The Caterer is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the Caterer's risk and may result in rejection of his bid.
28. The Caterer shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.
29. In case of any breach of terms & conditions of contract, performance guarantee shall stand forfeited.
30. Conditional bids/offers will be summarily rejected

4.2 PERFORMANCE SECURITY

Within one week of signing the contract, the successful Caterer shall be required to deposit Rs. 75,000/- (Rupees Seventy Five Thousand only) in the form of Fixed Deposit/ Bank Guarantee from a Nationalized/ Scheduled Commercial Bank in favour of "the DDO, Delhi Judicial Academy, New Delhi" as Performance Security Deposit valid upto sixty days beyond the completion of all contractual obligations. The Performance Security shall be released after successful completion of the Contract.

4.3 AGREEMENT

The Caterer shall sign an agreement with the Delhi Judicial Academy within fifteen days of the acceptance of offer on a stamp paper of Rs. 100/- to be furnished by the Caterer alongwith bid document.

4.4 AFFIDAVIT

The Caterer shall submit an Affidavit as per **Annexure 'F'**

4.5 STATUTORY OBLIGATIONS

- 4.5.1. The Caterer shall fulfill all statutory requirements applicable to the scope of work awarded. He shall submit a declaration to this effect at the end of every quarter stating that he / she/ it has not defaulted in fulfilling the statutory requirements.

- 4.5.2. The Caterer shall indemnify the Delhi Judicial Academy for any loss / damage caused by any default in fulfilling the statutory liabilities by him/ her. The Caterer shall sign an Indemnity Bond at the time of signing the agreement.
- 4.5.3. The Caterer shall obtain all statutory clearances/license applicable to the scope of work and submit a declaration at the time of signing the agreement to this effect stating that he has complied with all statutory requirements.
- 4.5.4 The Caterer shall bear all liabilities under all tax and regulatory laws applicable.

4.6 MAINTAINING CLEANLINESS IN AND AROUND THE KITCHEN

- 4.6.1. The Caterer shall take necessary statutory approvals from the local authorities.
- 4.6.2 The Caterer is bound to maintain cleanliness in and around the kitchen, service area, store & washing area and will dispose off the waste material outside the office premises.
- 4.6.3 All waste food shall be removed from catering premises on a daily basis.
- 4.6.4 Tables and sitting area provided in the dining space closed/open has to be cleared and cleaned immediately by the Caterer.
- 4.6.5 Maintenance of utensils/crockery/cutlery/ovens/fridge/or any other appliances installed by the Caterer for catering purpose etc. will be the sole responsibility of the Caterer.
- 4.6.6 The Caterer shall buy good quality raw material.
- 4.6.7 The Caterer has to ensure the cleanliness of the floor & platform in kitchen, store, service and utensil washing area. They have also to ensure that the area under their control is free from flies etc.

4.7 HYGIENE AND PRECAUTIONARY MEASURES:

- 4.7.1 The staff deployed by the Caterer in the kitchen, housekeeping etc. should be medically fit and the Caterer should immediately withdraw staff with any contagious disease from deployment.
- 7.7.2 The Caterer and his employees shall maintain proper decorum and decency befitting a higher institution. Any complaint in this regard will be viewed seriously and may amount to disqualification of the Caterer.

4.8 PENALTY CLASUE

In case of deficiency, the Caterer shall pay a penalty of Rs. 500/- on the first three occasions and thereafter the Department may impose penalty up to Rs. 2500/- depending upon the nature of the deficiency. The penalty shall be realized from the amount due to be paid to the Caterer against next bill. In case amount of penalty exceeds the amount of next bill the balance amount of the penalty shall be realized from the Performance Guarantee.

4.9 DISPUTES

Any legal dispute arising between the Academy and the Caterer shall be subject to jurisdiction of Courts in Delhi.

FINANCIAL BID

RATES OF FOOD ITEMS:- Rates to be given without applicable taxes. The applicable taxes shall be charged separately.

Sl No.	Occasion	Menu Items	Rates per person (Rs.)
01	Pre- Lunch Tea	Tea &Coffee with Biscuits (salty and sweet of reputed brand) , Wafers and at least one snack like Samosa/ Bread Pakoda/ Paneer Pakoda/ Dhokla/ Muttor Samosa/ Veg. Spring Rolls/ Special Paneer Cutlet/ Chilly Paneer/ Sandwich/ Idli/ Vada with chutney and Sambhar etc.)	
02	Lunch (Buffet)	1 Assorted Bread – Stuffed Naan/ Butter Naan/ Tanduri Roti/ Missi Roti/ Tawa Roti/ Lachha Parantha. 2. Plain Rice / Jeera Rice/ Veg. Pulao. 3. Dal (Rajma/Chhole/Dal Makhani/ Yello dal/ Dal Handi). 4. One Paneer dish (Shahi Paneer/Muttor Paneer/ Paneer lababdar/ Muttor Mashroom/ Kaju Mutter Makhani, etc). 5. One Seasonal vegetable 6. Raita (Boondi/fruit/pine-apple) or Dahi Bhalle with Saunth 7. Pickle 8. Papad. 9. Green Salad/ Corn Capsicum 10. One Sweet (Gulab Jamun / Ice-cream/ Rasmalai/ Rasgulla/ Imarti/Halua/) etc. 11. Water bottle 200 MI	
03	Evening Tea	Tea &Coffee with Biscuits (salty and sweet of reputed brand) Wafers and at least one snack like Samosa/ Bread Pakoda/ Paneer Pakoda/ Dhokla/ Muttor Samosa/ Veg. Spring Rolls/ Special Paneer Cutlet/ Sandwich/ Idli/ Vada with chutney and Sambhar etc.)	
04	High Tea (Buffet)	SNACKS: 1. Sandwiches (Veg & Cheese) 2.Veg cutlets 3.Paneer Pakora 4.Dhokla/Khandvi 5.Cookies 6.Wafers 7.Veg. Spring Rolls 8. Pastries – Black Forest/Chocolate nuts. SWEETS: 1. Gulab Jammun/Rasgulla/Ras Malai/ Jalebi/Ice Cream /Seasonal Halwa/ BEVERAGES: 1. Tea –(Black/Green)/Coffee 2. Juice/Cocojal/Lassi 3. Soft Drink	
05		Total	
06		Total amount in words	

ANNEXURE- 'B'**SERVICES TO BE PROVIDED IN THE GUEST HOUSE OF DELHI JUDICIAL ACADEMY, NEW DELHI**

RATES OF FOOD ITEMS:- Rates to be given without applicable taxes. The applicable taxes shall be charged separately.

SI No.	Occasion	Menu Items	Rates per person (Rs.)
01	Morning Tea	Tea & Coffee with Biscuits (salty and sweet of reputed brand).	
02	Breakfast	Tea & Coffee Stuffed Paratha/ Chana Bhatura/ Pav Bhaji/ Plain Dosa/Stuffed Dosa/ Uttapam (Onion Vegetable)/ Veg. Spring Rolls/ Sandwich/ Idli/ Vada with chutney and Sambhar etc.)	
03	Lunch (Buffet)	1 Assorted Bread – Stuffed Naan/ Butter Naan/ Tanduri Roti/ Missi Roti/ Tawa Roti/ Lachha Parantha. 2. Plain Rice / Jeera Rice/ Veg. Pulao. 3. Dal (Rajma/Chhole/Dal Makhani/ Yello dal/ Dal Handi). 4. One Paneer dish (Shahi Paneer/Muttur Paneer/ Paneer lababdar/ Muttur Mashroom/ Kaju Mutter Makhani, etc). 5. One Seasonal vegetable 6. Raita (Boondi/fruit/pine-apple) or Dahi Bhalle with Saunth 7. Pickle 8. Papad. 9. Green Salad/ Corn Capsicum 10. One Sweet (Gulab Jamun / Ice-cream/ Rasmalai/ Rasgulla/ Imarti/Halua/) etc. 11. Water bottle 200 MI	
04	Evening Tea	Tea & Coffee with Biscuits (salty and sweet of reputed brand)	
05	Dinner	1 Assorted Bread – Stuffed Naan/ Butter Naan/ Tanduri Roti/ Missi Roti/ Tawa Roti/ Lachha Parantha. 2. Plain Rice / Jeera Rice/ Veg. Pulao. 3. Dal (Rajma/Chhole/Dal Makhani/ Yello dal/ Dal Handi). 4. One Paneer dish (Shahi Paneer/Muttur Paneer/ Paneer lababdar/ Muttur Mashroom/ Kaju Mutter Makhani, etc). 5. One Seasonal vegetable 6. Raita (Boondi/fruit/pine-apple) or Dahi Bhalle with Saunth 7. Pickle 8. Papad. 9. Green Salad/ Corn Capsicum 10. One Sweet (Gulab Jamun / Ice-cream/ Rasmalai/ Rasgulla/ Imarti/Halua/) etc. 11. Water bottle 200 MI	
06	Total		
07	Total amount in words		

01	Total of Annexure 'A'	
02	Total of Annexure 'B'	
03	Grand Total of Annexure 'A' and 'B'	
04	Grand Total amount in words	

TECHNICAL BID FORM

In the first part, which shall be put in separate sealed envelope, the Caterer shall give the details, which shall be evaluated by the DJA on the basis of which any agency shall be declared qualified/disqualified for financial bid. The documents submitted with the technical bid shall be arranged as per the order below. The following Technical information/documents should accompany the quotation. If any of the document found missing/tempered in the technical bid as given below (from S.No.1 to 18) then the bid shall be rejected straight way.

1	Name of the Firm/ Company/ Organization/ (enclose brochure, if any) with one self attested recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, where the Caterer is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also. (copy to be attached)	
2	Name(s) & Address(s) of the partner(s)/ proprietor(s)/ Director(s)	
3	Name of authorized person to sign on behalf of agency (hereinafter referred to as Caterer): Designation Telephone & Mobile No. E-mail ID Specimen Signatures of the authorized person alongwith one recent self attested photograph	
4	Date of establishment/Registration of the Firm / Partnership Firm	
5	Registration No. of the Firm/Partnership Firm Company (copy to be enclosed)	
6	Service Tax Registration Number. (copy to be enclosed)	
7	PAN No of Firm/ Company/ Partner (copy to be enclosed)	
8	VAT/TIN Registration Number issued by Govt. of NCT of Delhi	
9	Food License No. issued by FSSAI -Delhi State (copy to be enclosed)	
10	Income Tax Return for three Assessment Year 2013-2014,2014-2015 and 2015-16 (Documentary evidence to be attached)	
11	VAT/TIN return filed during the financial year 2014-2015(Documentary evidence to be attached)	
12	EMD details (Amount, name of the Bank, Branch, Fixed Deposit/Bank Guarantee.	
13	List of Govt. Departments/Autonomous Bodies to whom catering services have been provided along with details and address. List of Govt. Departments/Autonomous Bodies where catering facility is being provided at present with full address (Documentary evidence to be attached)	
14	Copies of documents/certificates showing running experience of at least three consecutive years running in providing catering services in Government Department/Autonomous Bodies	
15	Declaration as per Annexure 'D'	
16	Undertaking as per Annexure 'E'	

17	Affidavit as per Annexure 'F'	
18	Any other information considered necessary but not included above.	

I/we hereby certify that I/we have gone through the terms & conditions and have understood the same and I/We do undertake to comply with the same.

Signature of the Caterer _____

Name & Address _____

Rubber Stamp

witnesses:- _____

DETAILS OF ANNUAL TURNOVER

(To Be Certified By Chartered Accountant)

	Financial Years	Gross Annual Turnover of Providing catering Services in Govt. Organizations/Autonomous Bodies	Profit/Loss (In Lacs)
	2012-13		
	2013-14		
	2014-15		

(Stamp, Name & Signature of Caterer)

Certificate by the Chartered Accountant

Certified that the above details of Annual turnover and profit and loss has been checked and verified from the annual accounts of M/s

Name of the Chartered Accountant) :

Address :

Phone No. :

Seal :

UNDERTAKING

(To be submitted on Rs.50/- Stamp Paper duly notarized)

Tender No. _____ Due for opening on: _____

To

The Director (Admn.),
Delhi Judicial Academy,
Sector – 14 Dwarka
New Delhi – 110078

Sir,

I/We hereby declare that:-

1. I/We the undersigned certify that I/we have gone through all the terms and conditions mentioned in the tender document and undertake to comply with them.
2. The rates quoted by me/us are valid and shall be binding upon me/us for the entire period of the contract.
3. The performance guarantee deposited by me/us shall remain in the custody of the Delhi Judicial Academy, till sixty days beyond the date of completion of all contractual obligations.
4. The conditions here in contained shall form part of and shall be taken as included in the agreement itself.
5. I/we shall be wholly responsible for providing Catering services at the Delhi Judicial Academy and will ensure deployment of adequate staff to provide, quick and efficient service.
6. I/We shall be responsible for all the personal claims, behavior and conduct of our workers.
7. Damage to Office property if any, due to lapse on our part/our staff may be recovered from us.
8. Should any lapse occur on our part or by our staff while discharging the services the Purchase Committee, Delhi Judicial Academy may cancel the contract and can forfeit the performance security.
9. The food/ eatables items will be fresh, hygienic and of good quality.
10. In case any of the our statement/submissions and undertakings are found wrong/false at any stage, the Delhi Judicial Academy has the full liberty to forfeit our EMD and Performance Security and to claim the excess amount from us along with any action as deemed fit by the Delhi Judicial Academy against us.
11. The decision of the Competent Authority i.e., Director (Administration), Delhi Judicial Academy will be binding upon us.

Signature of the Tenderer/Caterer _____

Name & Address _____

Rubber Stamp _____

DECLARATION FOR FAIR BUSINESS BY THE CATERER

(Affidavit on Non-Judicial Stamp Paper of Rs.10/- duly attested by Notary/Magistrate)

This is to certify that I/We, M/s_____ in submission of this offer confirm that:-

1. I/We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements;
2. I/We do not have records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
3. Business has not been banned with us by any Govt. Organisation/Autonomous Body.
4. I/We have submitted all the supporting documents and furnished the relevant details as per prescribed format.
5. The information and documents submitted with the bid by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.
6. I/We understand that in case of any statement/information/document furnished by us or to be furnished by us in connection with this offer is found to be incorrect or false, our EMD in full will be forfeited and business dealings will be banned.
7. I/We have not been punished/penalized by way of imprisonment in last three years.
8. I/We have not been blacklisted/debarred by any of the Government/Autonomous Body/ Public Sector Agency in last three years.
9. I/ We are not be engaged in any litigation relating to providing food or catering services.

(Stamp, Name & Signature of Caterer)

(Signing this document)

(To be made on Rs 100/- Non-Judicial Stamp Paper)

FORM OF AGREEMENT

This agreement is made on _____ day of _____ (Year)_____ between the Lieutenant Governor of Delhi through the _____ (name and address of the Department) as one part, hereinafter called "Department" and M/s _____, having its registered office at _____ hereinafter called the "Agency" for providing Catering services.

WHEREAS the Department is desirous to engage the Agency for providing Catering Services for the Delhi Judicial Academy at New Delhi on the terms and conditions stated below:

1. The Agency shall be solely responsible for compliance to provisions of various labour, Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI, insurance etc relating to Catering Services personnel deployed in the Department. The Department shall have no liability in this regard.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - a. Letter of acceptance of award of contract;
 - b. Terms and Conditions as stipulated in the tender document;
 - c. Tender Document
 - d. Technical Bid and Financial Bid submitted by the Agency
 - e. Addendums, if any; and
 - f. Any other documents forming part of the contract.
3. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at the Department. The Department shall have no liability in this regard.
4. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
5. Delhi Judicial Academy shall be at liberty to terminate the contract during the currency of agreement at any point of time without assigning any reason.
6. In case of any deficiency in services, the Caterer shall pay a penalty of Rs. 500/- on the first three occasions and thereafter the Department may impose penalty up to Rs. 2500/- depending upon the nature of the deficiency independent of the right of the Department to cancel/revoke the contract forthwith if it considers so necessary.
7. Performance Security of Rs.75,000/- (refundable without interest after successful completion of the contract) in the form of Demand Draft/Bank Guarantee shall be furnished at the time of signing of the Agreement.
8. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to their personnel deployed in Department.

9. The Catering Services personnel deployed by the Agency will not claim to become the employees of Department and there will be no Employee and Employer relationship between the personnel engaged by the Agency and in the Department.
10. There would be no increase in rates payable to the Agency during the contract period.
11. The Agency agrees to comply with the Terms and Conditions and amendments thereto from time to time.
12. Decision of the Department in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the Agency.
13. In case of any dispute between the Agency and Department, Department shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at New Delhi.

THIS AGREEMENT will take effect from _____ day of _____ Year ____ and shall be valid for one year.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in New Delhi in the presence of the witness:

For and on behalf of the Lieutenant Governor of Delhi

Through the

(Name and address of the Department)

Witness: 1.

(Name, Address and Telephone No.)

2.

(Name, Address and Telephone No.)

AGENCY

(Name and address of the Agency)

Witness: 1.

(Name, Address and Telephone No.)

2.

(Name, Address and Telephone No.)