

No. DJA/GAD/Contract for catering services/1172/2017-18

**DELHI JUDICIAL ACADEMY
(High Court of Delhi)
SECTOR – 14, DWARKA
NEW DELHI - 110078
Ph. No. : 011-28036684, Fax No. : 011-28036687/83**

Tender Enquiry No : 2017_DJA_138705_1

ESTIMATED COST : Rs.28,00, 000/- +TAX
EARNEST MONEY DEPOSIT : Rs. 56,000/-

TENDER NOTICE

PART-I

1.1 GENERAL INSTRUCTIONS TO BIDDERS

For and on behalf of Delhi Judicial Academy, Director (Admn.), Delhi Judicial Academy, invites **online** Tenders in Two-Bid System (Technical Bid & Financial Bid) from reputed Caterers of Delhi- NCR for providing catering services during the Training Programmes at Delhi Judicial Academy and for its guests staying at its Guest House and for the trainee Judges/officers staying at its Judicial Hostel located in the same complex, for a period of one year from the date of awarding of contract, extendable for a period of another one year subject to both the Parties consenting to it and the same being approved by 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 along with :** 06-11-2017 upto 11:00 A.M.
EMD online
- 3. Last Date & Time for Submission of documents in :** 06-11-2017 upto 12:00 Noon
Tender box at Delhi Judicial Academy
- 4. Date & Time for opening of Technical Bids :**06-11-2017 at 04:00 P.M.

1.2 AVAILABILITY OF TENDER DOCUMENT

The Tender Document will be available for download on the e-procurement website of Govt. of NCT of Delhi (<https://govtprocurement.delhi.gov.in>), GeM portal of Govt. of India (<http://gem.gov.in>) and also on the website of Delhi Judicial Academy (judicialacademy.nic.in).

1.3 SCOPE OF WORK:-

Delhi Judicial Academy conducts various Training Programmes, Seminars/ Workshops for Judicial Officers of Delhi District Judiciary and other stakeholder in the Judicial System. 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. It is, therefore, expected that catering service to be provided will be of very high quality. The catering services would be required during the training programmes for serving Tea, Lunch and occasionally High Tea to the participants and resource persons (for details may see Annexure A). Apart from it, Catering services would also be required to be provided to the dignitaries/guests staying at the Guest House and trainee Judges/officer staying at the Judicial Hostel. Catering services sometimes would also be required to be provided at locations other than the Delhi Judicial Academy in case Academy decides to conduct seminars, workshops, training programmes etc outside the Academy.

1.4. QUALIFICATION CRITERIA -

- 1.4.1. The Bidder should have running experience of at least three consecutive years of providing catering services in Government Department(s)/Autonomous Bodies. The Experience Certificate to be furnished shall be only of the bidder Firm/ Company submitting the tender and not of any other allied or associate Firm or Company.
- 1.4.2. The Bidder should have minimum average annual turnover, during last three years, of Rs. 15 lakh with annual turnover of not less than Rs. 5 Lakhs in any of the last three years.
- 1.4.3. The Bidder should have valid GST Registration Certificate, PAN, Registration No. of Firm / Company and Food License Registration Certificate issued by Department of Food Safety, Govt. of NCT of Delhi.

1.4.4. The Bidder should not have been blacklisted by any organization during last three years (F.Y. 2014-15, 2015-2016 and 2016-17).

1.4.5. The Bidder should not be involved in any litigation relating to providing food or catering services.

PART II

SUBMISSION OF BID:

2.1 TECHINCAL BID

The Technical Bid is required to be uploaded as per **Annexure 'C'** along with the scanned copies of the following documents/ details:-

1. EMD as demanded in the NIT.
2. Registration Certificate under the Indian Partnership Act or Companies Act, as the case may be. In case of a Proprietorship Firm, any certificate under any law which may show it to be a business entity.
3. PAN.
4. Food License Registration Certificate issued by Department of Food Safety, Govt. of NCT of Delhi
5. VAT Returns filed during the F.Y. 2015-2016.
6. Technical Bid in the form as given in **Annexure 'C'**
7. Statement showing minimum average annual turnover, during last three years, of Rs. 15 lakh with annual turnover of not less than Rs. 5 Lakhs in any of the last three years, duly audited, signed & stamped by a Chartered Accountant in the form given in **Annexure 'D'**.
8. Income Tax Returns for the three Assessment Years - 2014-15, 2015-16 and 2016-2017.
9. Registration Certificate for GST.
10. Undertaking in the form **'Annexure-E'**
11. Affidavit in the form **'Annexure 'F'**.
12. Experience Certificate(s)/ any other documents showing the successful completion of Contract issued by the Government Department/ Autonomous Bodies constituting experience of at least three consecutive years of providing catering services to such Government Department(s)/Autonomous Bodies only in respect of the Firm/

Company submitting tender and not of any other allied or associate Firm/ Company.

13. Letter of authorization / Board of Resolution authorizing the person to sign the tender document /entering into agreement with the Academy.

- * **The Tender shall remain valid and open for acceptance for a period of 120 days from the last date of submission of tender.**
- * **All the scanned documents submitted in the bid must be clearly legible and self attested, failing which the Bid 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 of the document uploaded.**

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 Bidders would be opened who meet the technical qualifications.

The Bidder who quotes the overall lowest rates for the items mentioned in the Annexure-A and Annexure-B shall be treated as the L-1. In case two or more Bidders quote the same rate, the Bidder having longer experience in terms of time shall be preferred over the other(s). The decision of the Purchase Committee shall be final in this regard. Thus, the lowest Bidder will be decided based on the rates quoted by the Bidders in Annexure-A and Annexure-B taken together.

The Bidder shall quote the rates both in figures and words. In case of any difference, the rates quoted in words shall be treated as final.

2.3 DOCUMENTS TO BE SUBMITTED OFFLINE:

The Bidder shall deposit EMD in a sealed cover and also affidavit/ declaration/ undertaking as per Annexure 'E' & 'F' in original in another separate envelop in the tender box kept at

the reception counter of Delhi Judicial Academy on or before the date and time given for the submission of Tender.

2.4 BID SECURITY:

2.4.1. The Bidder shall deposit Bid Security (Earnest Money Deposit) for an amount of **Rs.56,000/- (Rupees Fifty Six Thousand only)** in the form of Fixed Deposit Receipt/Term Deposit Receipt (from a Nationalized/ Scheduled Commercial Bank in favour of “*DDO, Delhi Judicial Academy, New Delhi*” in a sealed envelope and deposit the same, as noted above, in the tender box kept at the Reception Counter of Delhi Judicial Academy. The Bid Security will remain valid for a period of six months from the last date of submission of Tender.

2.4.2. Any Tender not uploaded with a copy of Bid Security and Bid Security not being submitted in original as stated above shall be rejected.

2.4.3. Bid securities of the unsuccessful Bidders will be returned to them at the earliest soon after the completion of the tendering process.

2.4.4. Bid security of the successful Bidder shall be returned on the receipt of Performance Security and signing the Contract.

2.4.5. Bid Security shall be forfeited if the Bidder withdraws its Bid during the period of Tender validity.

2.4.6. Bid Security shall be forfeited if the successful Bidder neglects or refuses to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the Academy.

2.5 ONE BID PER BIDDER:

Each Bidder shall submit only one tender. If it is found Bidder has filed another Bid in some other name or through some other Partner or Director or close relative, like son/daughter/spouse or parents, all such Bids shall be rejected.

2.6 COST OF BID:

The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Academy will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

PART-III

3.1 FACILITIES TO BE PROVIDED BY THE DELHI JUDICIAL ACADEMY :

The Delhi Judicial Academy shall make available the following facilities to the Caterer -

- 3.1.1 Kitchen with equipments and appliances, Dining Hall, Washing Area and dining space.
- 3.1.2 Electricity and water.
- 3.1.3 Necessary furniture & Fixtures in the dining hall at 2nd floor, DJA, dining space and pantry at Guest House, Judicial Hostel and Club House.

3.2 GENERAL INSTRUCTIONS FOR BIDDERS :

- 3.2.1 The Purchase Committee reserves the right to reject any or all Tenders without assigning any reason.
- 3.2.2 The Bidders would not be allowed to alter/modify their Bids, under any circumstances, after submission of their Bids.
- 3.2.3 Bidder 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.
- 3.2.4 The Bidder can pay a visit to the Academy before submitting the Bid for inspecting the facilities at the Academy by seeking prior appointment with Branch In-Charge, General Administration, Delhi Judicial Academy on phone 011-28036684 or by writing an e-mail to **dja@nic.in**.
- 3.2.5 Bids not found supported with all the requisite documents will be rejected.
- 3.2.6 In case of a Bid being received in time, but the documents required to be deposited offline are received after the deadline, the Bid so received shall not be entertained.
- 3.2.7 Bidders are 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 Bidder's risk and may result in the rejection of its Bid.

3.2.8 The Bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

3.2.9 In case of any breach of terms & conditions of Contract, performance guarantee shall stand forfeited.

3.2.10 Conditional Bids will be summarily rejected.

PART IV

4.1 GENERAL TERMS AND CONDITIONS

1. The Caterer shall provide catering services at the Delhi Judicial Academy, Guest House, Judicial Hostel, Club House or anywhere in Delhi-NCR (on special occasions like seminars/workshops conducted by the Delhi Judicial Academy on any day and time and for such number of persons as may be specified by the Academy).

2. The Caterer would pay licence fee for the facilities made available as per Para no. 3.1 @ Rs.10,000/- per quarter. The same would be required to be paid in advance by the Tenth day of first month of the beginning of the quarter. For example, if the quarter begins on 1st of October and ends on 31st of December, the licence fee would be payable by the 10th of October. In case the payment is not deposited in advance, the same will be adjusted against the outstanding dues/ Performance Security of the Caterer with an additional penalty of Rs.100/- for each day's delay.

3. All the required utensils, cutlery, waiters, accessories etc. are to be arranged by the Caterer at his own expense.

4. Any damage to Govt. Property / fixtures shall be rectified/ replaced by the Caterer at its own cost.

5. The nature of relationship between the Delhi Judicial Academy and the Caterer shall be of contractual nature confined 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.

6. It would be the sole responsibility of the Caterer to ensure the safety of the workers employed by it. In case of any injury suffered by any one of them while on

duty, it would be for the Caterer to compensate him or her for the injury suffered. Delhi Judicial Academy shall not entertain any claim whatsoever in this regard.

7. Any person who is in Government Service or an employee of the Academy shall not be made a Partner to the Contract by the Caterer directly or indirectly.

8. The Caterer shall not use the space provided by the Academy for carrying out any other activity other than the purpose stipulated in the scope of work.

9. The Catering Contract would be initially for a period of one year; however, it can be extended for a further period of one year on the same terms and conditions provided both the parties agree to it and is approved by the Competent Authority

10. There would be no increase in rates payable to the Caterer during the Contract period.

11. The Caterer shall ensure that all its workers/employees wear a standard uniform and always appear tidy and not misbehave with anyone.

12. The Caterer shall 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.

13. Academy shall deduct TDS & GST, Surcharge and Cess etc. as applicable, under the rules.

14. 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 Delhi Judicial Academy including forfeiting of Performance Guarantee and termination of the Contract.

15. The Caterer shall be responsible for the quality and hygiene of the food supplied/served. Any of the Officers of the Academy will have full powers to inspect/check the food items at any time and if not found up to the standard the same shall be discarded and the same would be replaced by the Caterer immediately without any extra cost.

16. 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.

17. It is made clear that the entering 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.

18. 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.

4.2 PERFORMANCE SECURITY

Before signing the Contract, the successful Bidder shall be required to deposit **Rs. 1,40,000/- (Rupees One Lakh and Forty Thousand only)** in the form of Fixed Deposit from a Nationalized/ Scheduled Commercial Bank in favour of “ DDO, Delhi Judicial Academy, New Delhi” as Performance Security which shall remain valid and open till all obligations under the Contract have been discharged of all outstanding dues against the Caterer of any nature against the bills submitted by the Caterers or otherwise.

4.3 AGREEMENT

The Successful Bidder 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 Successful Bidder to be drawn in terms of the present Tender Document and draft agreement as given in **Annexure G**.

4.4 STATUTORY OBLIGATIONS

4.4.1. The Caterer shall fulfill all statutory requirements applicable to the scope of work awarded. It shall submit a declaration to this effect at the end of every quarter stating that it has not defaulted in fulfilling its statutory requirements.

4.4.2. The Caterer shall obtain all statutory clearance(s) /license(s) 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.

4.4.3 The Caterer shall bear all liabilities under all Tax and Regulatory laws as applicable.

4.5 INDEMNITY BOND

The Successful Bidder shall submit an Indemnity Bond undertaking to indemnify the Academy for any loss to the Academy on account of its failure to fulfill its statutory obligations and for any loss or damage caused to the property or properties of the Academy or its employees/ workers, guests, participants etc. because of the acts/ omissions of its employees/ workers in the form as given in **Annexure H**, at the time of the awarding of the Contract

4.6 MAINTAINING CLEANLINESS IN AND AROUND THE KITCHEN

- 4.6.1 The Caterer is bound to maintain cleanliness in and around the kitchen, service area, store & washing area and will dispose of the waste material outside the DJA-NLUD Integrated Complex.
- 4.6.2 All waste food shall be removed from catering premises on a daily basis.
- 4.6.3 Tables and sitting area provided in the dining space closed/open shall be required to be cleared and cleaned immediately after use by the Caterer.
- 4.6.4 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.
- 4.6.5 The Caterer shall use good quality raw material for its preparation.
- 4.6.6 The Caterer shall ensure the cleanliness of the floor & platform in kitchen, store, service and utensil washing area. It shall also ensure that the area under their control is free from flies etc.

4.7 PERSONAL HYGIENE OF THE EMPLOYEES:

The employees deployed by the Caterer in the kitchen, housekeeping etc. should be medically fit and maintain personal hygiene while cooking and serving food. The Caterer would ensure that none of the employees deployed at the Academy suffers from any contagious disease.

4.8 MAINTENANCE OF DECORUM

The Caterer shall ensure that all its employees shall maintain proper decorum and decency befitting a higher institution. Any complaint in this regard will be viewed seriously and may result in temporary discontinuation of the services of the Caterer or termination of the Contract.

4.9 PENALTY CLASUE

In case of any deficiency in service, the Caterer shall pay a penalty of Rs. 500/- for first three deficient services and thereafter the Academy may impose penalty up to Rs. 2500/- on each lapse depending upon the nature of the deficiency. The penalty shall be realized

from the amount due to be paid to the Caterer by adjusting it against the outstanding bills / bills to be submitted. In case the amount of penalty is more than the outstanding bills, the excess amount shall be realized from the Performance Guarantee after having first adjusted the amount of penalty against the outstanding bills/ bills to be submitted. It may be clarified that in addition to the imposition of penalty, the Academy may also suspend the Contract temporarily for the period it may consider appropriate or terminate the Contract permanently.

4.10 DISPUTES

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

Before, approaching any Court for the adjudication of the Dispute, parties shall approach the Delhi High Court Mediation Centre for the amicable resolution of Dispute by way of Mediation or Conciliation. In case of the non settlement of the Dispute through Mediation or Conciliation, the Dispute shall be referred to Delhi High Court Arbitration Centre for Arbitration.

FINANCIAL BID

SERVICES TO BE PROVIDED AT DELHI JUDICIAL ACADEMY DURING TRAINING PROGRAMMES

RATES OF FOOD ITEMS:- Rates to be given without applicable taxes.

Sl. No.	Occasion	Menu Items	Rates per person (Rs.)
01	Morning Tea	Tea with Biscuits (salty and sweet of reputed brand).	
02	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/ Mutter Samosa/ Veg. Spring Rolls/ Special Paneer Cutlet/ Chilly Paneer/ Sandwich/ Idli/ Vada with chutney and Sambhar etc.)	
03	Lunch (Buffet)	<ol style="list-style-type: none">1. Soups2. Assorted Breads – Stuffed Naan/ Butter Naan/ Tanduri Roti/ Missi Roti/ Tawa Roti/ Lachha Parantha/noodles or dish of similar nature3. Plain Rice / Jeera Rice/ Veg. Pulao/Fried Rice or dish of similar nature4. Dal (Rajma/Chhole/Dal Makhani/ Yello dal/ Dal Handi/ Sambar) or dish of similar nature5. One Paneer dish (Shahi Paneer/Mutter Paneer/ Paneer lababdar/ Muttoer Mashroom/ Kaju Mutter Makhani, etc) or dish of similar nature6. One Seasonal vegetable/ baked vegetables or dish of similar nature7. Manchurian/ Vegetables in gravy/ Stir Fry Vegetables/ Pasta in Tomato Sauce or dish of similar nature8. Raita (Boondi/fruit/pine-apple) or Dahi Bhalle with Saunth or dish of similar nature9. Pickle10. Papad.11. Green Salad/ Corn Capsicum12. One Sweet (Gulab Jamun / Ice-cream/ Rasmalai/ Rasgulla/	

		Imarti/Halua/ Kheer/ Phirni) etc. or dish of similar nature 13. Water bottle 200 mL	
04	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.) or dish of similar nature	
05	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. or dishes of similar nature SWEETS: 1. Gulab Jammun/Rasgulla/Ras Malai/ Jalebi/Ice Cream /Seasonal Halwa/ dishes of similar nature BEVERAGES: 1. Tea –(Black/Green)/Coffee 2. Juice/Cocojal/Lassi 3. Soft Drink	
06	Total		
07	Total amount in words		

ANNEXURE- 'B'

**SERVICES TO BE PROVIDED IN THE GUEST HOUSE / JUDICIAL HOSTEL OF DELHI
JUDICIAL ACADEMY**

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 with Stuffed Paratha/ Chana Bhatura/ Pav Bhaji/ Plain Dosa/Stuffed Dosa/ Uttapam (Onion Vegetable)/ Veg. Spring Rolls/ poha/Sandwich/ Idli/ Vada with chutney and Sambhar etc .)/ Pizza slices/ Chilly Paneer or dish of similar nature.	
03	Lunch (Buffet)	<ol style="list-style-type: none">1. Soups2. Assorted Breads – Stuffed Naan/ Butter Naan/ Tanduri Roti/ Missi Roti/ Tawa Roti/ Lachha Parantha/noodles or dish of similar nature3. Plain Rice / Jeera Rice/ Veg. Pulao/Fried Rice or dish of similar nature4. Dal (Rajma/Chhole/Dal Makhani/ Yello dal/ Dal Handi/ Sambar) or dish of similar nature5. One Paneer dish (Shahi Paneer/Muttor Paneer/ Paneer lababdar/ Muttor Mashroom/ Kaju Mutter Makhani, etc) or dish of similar nature6. One Seasonal vegetable/ baked vegetables or dish of similar nature7. Manchurian/ Vegetables in gravy/ Stir Fry Vegetables/ Pasta in Tomato Sauce or dish of similar nature8. Raita (Boondi/fruit/pine-apple) or Dahi Bhalle with Saunth or dish of similar nature9. Pickle10. Papad.11. Green Salad/ Corn Capsicum	

		12. One Sweet (Gulab Jamun / Ice-cream/ Rasmalai/ Rasgulla/ Imarti/Halua/ Kheer/ Phirni) etc. or dish of similar nature 13. Water bottle 200 mL	
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/Muttor Paneer/ Paneer lababdar/ Muttor Mashroom/ Kaju Muttor 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/Halwa/) or dishes of similar nature 11. Water bottle 200 ML	
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

S. No.	Information Sought	Information Given
1	Name of the Proprietorship Firm/ Partnership Firm/Company/ Organization:	
	Business Address(es)/ Registered Address :	
	Phone No.	
	Email Address(es) :	
	Permanent Account Number (PAN)	
	GST NO.	
	Earlier VAT no.	
	Partnership Registration No./ Registration No under Companies Act/ In case of Proprietorship Firms any Certificate under any law showing it to be Business Entity :	
	Date of establishment / Registration of Partnership Firm/Company	
	Food License Registration Certificate issued by Department of Food Safety, Govt. of NCT of Delhi (copy to be enclosed)	
2	Name(s) of the partner(s)/ proprietor(s)/ Director(s):	
	Address(es) Residential	
	Address (es) correspondence:	
	Mobile No.	
	Email Address(es)	
	Registration No as partner (s)/ Registration No. as Director (if any) :	
	Permanent Account Number (PAN)	
3	Name of authorized person to sign the Tender	

	<p>Document and represent the Bidder during tendering process: (in case the tender document is not being signed by Proprietor/ Partner/ Director)</p> <p>-----</p> <p>Designation</p> <p>-----</p> <p>Telephone & Mobile No.</p> <p>-----</p> <p>E-mail ID</p> <p>-----</p> <p>Specimen Signatures of the authorized person</p> <p>-----</p> <p>Recent photograph (attested by Proprietor/Partner/Director)</p>	
4	Income Tax Return for three Assessment Years 2014-2015,2015-2016 and 2016-2017 (Documentary evidence to be attached)	
5	VAT/TIN return filed during the financial year 2015-2016 (Documentary evidence to be attached)	
6	EMD details (Amount, name of the Bank, Branch, Fixed Deposit Receipt No.)	
7	List of Govt. Departments/Autonomous Bodies to whom catering services have been provided along with details and address(es).	
8	Copies of Experience Certificate/ any other documents showing the successful completion of Contract, issued by the Govt. Department(s)/Autonomous Bodies showing experience of at least three consecutive years of providing catering services to such Government Department(s)/Autonomous Bodies	
9	Declaration as per Annexure 'D'	
10	Undertaking as per Annexure 'E'	

11	Affidavit as per Annexure 'F'	
12	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)
2013-14		
2014-15		
2015-16		

(Stamp, Name & Signature of Caterer)

Certificate by the Chartered Accountant

Certified that the above details of Annual turnover and profit and loss have been checked and verified by me 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: _____

I/ We the undersigned hereby certify that I/ We have gone through all the terms and conditions of the Contract mentioned in Tender Documents and have understood the same. I/We hereby undertake to comply with all the terms and conditions stated therein. I/We do realize and understand that in case of non compliance of any of the terms and conditions, the Tender submitted by me/us can be rejected or Contract terminated after having being awarded, as the case may be, and in this regard the decision of the Academy shall be final and binding on me/ us.

Signature of the Bidder _____

Name & Address _____

Rubber Stamp _____

To

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

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. I/We have not been blacklisted/ debarred by any of the Government/Autonomous Body/ Public Sector Agency in last three years I/We have submitted all the supporting documents and furnished the relevant details as per prescribed format.
4. The information and documents submitted with the bid by us are correct and I/we are fully responsible for the correctness of the information and documents submitted by us.
5. 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/Performance Guarantee in full will be forfeited and my/our organization may be blacklisted.
6. I/ partners of our Partnership Firm / Directors our Company have not been punished/penalized by way of imprisonment in last three years.
7. I/ We are not 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 Delhi Judicial Academy, Sector-14, Dwarka, New Delhi as one part, hereinafter called “the Academy” and M/s _____, having its registered office at _____ hereinafter called the “Caterer” for providing Catering services to the Academy.

WHEREAS the Department is desirous to engage the Caterer for providing Catering Services to the Delhi Judicial Academy at its Administrative Block, Judicial Hostel, Guest House and Club House or at any other place outside the Academy in case of it deciding to hold any seminar or training programme etc outside the Academy on the terms and conditions stated below:

1. The Caterer shall be solely responsible for the compliance of provisions of various Labour and Industrial laws and any other law or laws applicable and all statutory obligations, related to wages, allowances, compensations, EPF, Bonus, Gratuity, ESI, insurance etc in respect of employees deployed by the Caterer to provide catering services to the Academy. The Academy shall have no liability in this regard.
2. The following documents shall be deemed to form and be read and construed 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 Caterer
 - e. Addendums, if any; and
 - f. Any other documents forming part of the Contract.
3. The Caterer shall be solely responsible for any accident/medical/health related liability/compensation in respect of its employees for any injury suffered by any one of them during the course of their deployment for providing catering service to the Academy. The Academy shall have no liability in this regard.

4. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any further reference or without waiting for any notice period to be completed.
5. Delhi Judicial Academy shall be at liberty to terminate the Contract during the currency of this 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/- for the first three occasions of deficient service and thereafter the Academy may impose penalty up to Rs. 2500/- for each subsequent lapse depending upon the nature of the deficiency independent of the right of the Academy to cancel/revoke/ suspend the Contract forthwith if it considers so necessary.
7. Performance Security of Rs.1,40,000/- furnished in the form of Fixed Deposit Receipt/ Term Deposit Receipt at the time of signing the Agreement shall be returned only after the discharge of all obligations under the Contract and adjustment of outstanding dues against the Caterer of any nature against the bills submitted by the Caterer or otherwise.
8. The Caterer shall be fully responsible for timely monthly payment of wages and any other dues to its employees deployed for providing catering service to the Academy.
9. The employees deployed by the Caterer to provide catering services to the Academy will not lay any claim to become the employees of Academy. They will have no Employer and Employee relationship with the Academy.
10. There would be no increase in rates payable to the Caterer during the contract period.
11. The Caterer agrees to comply with any modification made in the Terms and Conditions of this Agreement necessitated to meet any exigency or to give effect to terms and conditions of this Agreement or to correct inadvertent errors, if any.
12. Decision of the Academy in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the Caterer.
13. All disputes between the parties shall be subject to jurisdiction of courts in Delhi. However, before approaching any court for the resolution of any dispute, parties shall approach Delhi High Court Mediation Centre for the amicable resolution of the dispute by way of Mediation or Conciliation. In case of non settlement of the dispute through Mediation or Conciliation, the dispute shall be referred to Delhi High Court Arbitration Centre for Arbitration

14. 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 Academy

Witness: 1.

(Name, Address and Telephone No.)

2.

(Name, Address and Telephone No.)

Caterer

(Name and address of the Caterer)

Witness: 1.

(Name, Address and Telephone No.)

2.

(Name, Address and Telephone No.)

ANNEXURE 'H'

(To be typed on Non-Judicial Stamp Paper of Rs.100/- and attested by Notary Public)*

INDEMNITY BOND

This Indemnity Bond is executed on this ___ day of ____, 20__ at New Delhi by M/s _____, a Company/Partnership Firm/ Proprietorship Firm having its Registered/ Corporate Office at _____ represented through Mr./ Ms. _____ S/o, W/o, D/o _____ its duly authorized representative (hereinafter referred to as the 'Caterer') in favour of Delhi Judicial Academy having its Office at Sector-14, Dwarka, New Delhi-110078 (hereinafter referred to as the 'Academy').

WHEREAS, the Caterer engaged in the business of providing catering services, has entered into a Agreement with the Academy for providing Catering Services to the Academy w.e.f. _____ for a period of one year, extendable by another one year with the consent of both the parties and subject to the approval of the Competent Authority.

And WHEREAS, the Caterer is under a legal obligation to comply with all the statutory requirements while providing catering services to the Academy.

And WHEREAS, the Caterer is also under a legal obligation to ensure that neither any loss or damage is caused to the property of the Academy nor any physical harm/ injury is caused to the employees/ workers of the Academy, its guests or the participants etc visiting the Academy and all those staying at the Guest house or judicial Hostel of the Academy, as a result of the acts/ omissions of the employees/ workers of the Caterer.

NOW, THEREFORE, this Bond witnesses and it is agreed to and undertaken by the Caterer to keep the Academy harmless against any claims or demands made against the Academy as a result of its failure to comply with its statutory obligations and to indemnify the Academy for any loss or damage caused to its property or any physical harm/ injury is caused to the workers/ employees of the Academy, guests or the participants etc. visiting the Academy and all those staying at the Guest House of Judicial Hostel of the Academy, as a result of the acts/ omissions of the employees/ workers of the Caterer.

IN WITNESS WHEREOF, this Bond has been executed at New Delhi by the Caterer through its Authorized Representative in the presence of witnesses.

Witnesses:

Caterer, through Authorized Representative

1. _____

2. _____

* To be submitted at the time of awarding of the Contract