

DELHI JUDICIAL ACADEMY (DJA)
(High Court of Delhi)
SECTOR – 14, DWARKA
NEW DELHI - 110078
Ph. No.: 011-20892140, Fax No.: 011-28036687

ESTIMATED COST : **Rs. 35,20,000/- +TAX**
EARNEST MONEY DEPOSIT : **Declaration Certificate**

TENDER NOTICE
(Tender ID – 2022_DJA_227312_1)

PART-I

GENERAL INSTRUCTIONS TO BIDDERS

For and on behalf of Delhi Judicial Academy, Director (Administration), Delhi Judicial Academy, invites **online** Tenders in Two-Bid System (Technical Bid and 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 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 it being approved by the Competent Authority.

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| 1. Mode of Tenderin | : Two-Bid System i.e. Technical Bid and Financial Bid |
| 2. Last Date & Time for Submission of Bids | : Date 29.08.2022 upto 01:00 PM |
| 3. Date & Time for opening of Technical Bids | : Date 29.08.2022 at 03:00 PM |
| 4. Date & Time for opening of Financial Bids | : Date & Time to be notified separately |

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>) and on the website of Delhi Judicial Academy (judicialacademy.nic.in).

SCOPE OF WORK:-

Delhi Judicial Academy conducts various Training Programmes, Seminars/ Workshops for Judicial Officers of Delhi District Judiciary and other stakeholders 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. Therefore, the catering service must be of superior 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 Judges/Officers under training staying in the Judicial Hostel (for details may see **Annexure B**). 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.

QUALIFICATION CRITERIA

- 1.4.1. The Bidder should have the experience of completion of similar works in any of the Departments/ Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities, for any three consecutive years from within the last five years (i.e. years 2017-18, 2018-19, 2019-20, 2020-21, 2021-22), as follows—
- (a) Three similar completed works costing not less than the amount of 40% of the estimated cost i.e. Rs.14,08,000/- (Rupees Fourteen Lakh Eight Thousand Only)
 - or
 - (b) Two similar completed works costing not less than the amount of 60% of the estimated cost i.e. Rs.21,12,000/- (Rupees Seventeen Lakhs Sixty Thousand Only)
 - or
 - (c) One similar completed work costing not less than the amount of 80% of the estimated cost i.e. Rs.28,16,000/- (Rupees Twenty Eight Lakhs Sixteen Thousand Only)
- 1.4.2 The Bidder should have minimum average annual turnover of Rs.14.80 Lakhs, during any three consecutive years, between the financial years 2017-18, 2018-19, 2019-20, 2020-21, 2021-22. The bidder shall also submit certificate duly issued by Chartered Accountant in this regard.
- 1.4.3 The Bidder should have valid GST Registration Certificate, PAN, Registration No. of Firm / Company, ESIC, EPF and FSSAI Certificate under the relevant category.
- 1.4.4 The Bidder should not have been blacklisted by any organization and shall submit an undertaking in this regard.
- 1.4.5 The Bidder should not be involved in any litigation relating to providing food or catering services and should submit an undertaking in this regard.

PART II

SUBMISSION OF BID:

2.1 TECHNICAL BID

NOTE:- Please submit all the documents with an Index – documents properly paginated and arranged in order as required below.

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

1. Bid Security Declaration as per Rule 170 (III) of GFR 2017 along with declaration as per clause 2.4.1.
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 of the bidding firm.
4. FSSAI Certificate.

5. Technical Bid in the form as given in **Annexure C.**
 6. Copies of documents in support of eligibility as referred to in Para No. 1.4.2 in the form given in **Annexure D.**
 7. Income Tax Returns for the last five Financial Years (FYs) 2017-18, 2018-19, 2019-20, 2020-21, 2021-22, as applicable.
 8. Registration Certificate for GST and final GST return for the last five FYs 2017-18, 2018-19, 2019-20, 2020-21, 2021-22, as applicable.
 9. Registration Certificate with ESI and EPFO.
 10. Undertaking in the form **Annexure E.**
 11. Affidavit in the form **Annexure F.**
 12. Copies of completion/experience certificate issued by the competent authority in support of eligibility as referred to in Para No 1.4.1.
 13. Letter of authorization / Board Resolution authorizing the person to sign the tender document/ entering into agreement with the Academy.
 14. Undertaking in respect of 1.4.4 and 1.4.5.
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- * **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 documents considered necessary in original, in case it requires any clarification in respect of any of the documents uploaded.**

2.2 FINANCIAL BID

Only one rate is to be quoted against each item in the format prescribed at **Annexure 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 of the Delhi Judicial Academy 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.

2.4 BID SECURITY:

2.4.1 A Bidder shall submit a declaration that in case it withdraws or modifies its bid during the period of Bid Validity or in case of it being awarded the contract and failing to sign the contract or submit the Performance Security before

the deadline defined in the Bid Document, the Academy may forbid such bidder for such period as it may consider appropriate, from participating in Bids invited by the Academy from time to time.

2.4.2 Any Tender not uploaded with a copy of Bid Security Declaration Certificate as stated above shall be rejected.

2.4.3 Performance Security is to be deposited by successful bidder before signing the Contract.

2.4.4 Action as per 2.4.1 may be initiated if the Bidder withdraws its Bid during the period of Tender validity and if 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 bid. If it is found the Bidder has filed another Bid in some other name or through some other Partner or Director or close relative etc., 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 shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

PART-III

3.1 GENERAL INSTRUCTIONS FOR BIDDERS:

3.1.1 The Purchase Committee reserves the right to reject any or all bids without assigning any reason.

3.1.2 The Bidders would not be allowed to alter/modify their Bids, under any circumstances, after submission of their Bids.

3.1.3 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. Legible scanned copy of the undertaking shall be uploaded by the bidder along with the other documents to be submitted.

3.1.4 The bidder shall produce the documents mentioned at para 2.1 in original if and when required by the Academy.

3.1.5 The Bidder can pay a visit to the Academy between 10 AM to 5 PM on working days only 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 011-20892140 or by writing an e-mail to **dja@nic.in**.

3.1.6 Bids not found supported with all the requisite documents will be rejected.

3.1.7 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 in accordance with the Tender document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

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

3.1.9 Conditional Bids will be summarily rejected.

PART IV

4.1 FACILITIES TO BE PROVIDED BY THE DELHI JUDICIAL ACADEMY:

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

1. Kitchen with equipments and appliances (as mentioned in **Annexure J (colly)**), Dining Hall, Washing Area and Dining space.
2. Electricity and water.
3. Necessary furniture and fixtures in the dining hall at the second floor, Delhi Judicial Academy, dining space and pantry at Guest House, Judicial Hostel and ClubHouse.

PART V

5.1 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 a licence fee against the facilities provided as per Para no. 4.1 @ Rs.10,000/- per quarter. This 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, it will be adjusted against the outstanding dues/ Performance Security of the Caterer with an additional penalty of Rs.100/- for each day's delay, wherein the maximum penalty applicable is 10% of the license fee.
3. All the required personnel including waiters and equipment/apparatus such as gas cylinders, utensils, cutlery, 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 contractual in nature and will remain confined to the terms of the 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 it is approved by the Competent Authority.
10. There would be no increase in rates payable to the Caterer during the Contract period.

11. Service Provider shall provide uniforms (as approved by the Director (Admin) DJA), identity card, name badges and safety items/kits, shoes etc. to its staff working in the DJA. They would also ensure proper sanitization, wearing gloves and hair covers while cooking and serving food.
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 prevalent 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, termination of the Contract and the caterer being blacklisted.
15. Quality Maintenance
 - A. 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.
 - B. The Service Provider shall undertake Hygiene Audit by a recognised third party on a quarterly basis and the report shall be submitted to DJA. They shall also undertake independent hygiene and quality audits every month as per **Annexure I** and the monthly audit report shall be submitted to the Academy in a timely manner. The decision on the report as taken by the Academy shall be final and binding.
 - C. All vegetables etc. used shall be fresh and not rotten or overripe. Milk and milk products such as curd, yoghurt, cheese etc. shall be of good quality and must be prepared and served fresh. All the items being used shall be stored properly and served well before their expiry date. The Service Provider shall be responsible for maintaining hygiene and safety of cooking /serving area.
 - D. Non-vegetarian dishes shall be prepared from fresh and good quality eggs, chicken, mutton, fish or other sea foods as desired by the buyer and they shall be purchased from standard authorized shops. The pieces of non-vegetarian items shall not be too small or too big. Un-necessary shreds and small bone pieces shall be removed. The non-vegetarian items shall be washed and marinated properly before cooking.
 - E. The Service Provider shall provide catering services in the Dining Area and/or administrative building premises of the DJA as per the service order and for the number of people mentioned by the Buyer.
 - F. The Service Provider shall provide varieties in Menu/Cuisine in consultation with DJA.
 - G. The Service Provider shall provide adequate crockery, dispensers, serving utensils, hot/ cold Buffet chafers, table cloth and mats etc. of approved superior quality in the kitchen and dining halls.
 - H. The waiters/serving staff shall be well dressed, presentable, well-mannered, trained and shall be courteous and polite at all times.
 - I. The Service Provider shall arrange, at his own cost, any special type of equipment and apparatus if

required during catering service.

- J. The Caterer shall be responsible for serving food/snacks/tea etc., during the programmes. The Caterer must arrange the sufficient number of attendants required for any particular programme on the instructions of theDJA.
- K. In case of any dispute, the Director (Administration), Delhi Judicial Academy would be the Competent Authority to resolve the issue and decision of Director (Administration), Delhi Judicial Academy would be final and binding on both the parties.
- L. It is made clear that Contract with the Caterer will not debar the Delhi Judicial Academy to take the service of any other Caterer during the period of agreement.
- M. Delhi Judicial Academy shall be at liberty to terminate the Contract at any point of time during its currency, without assigning any reason.

5.2 SPECIAL TERMS AND CONDITIONS

- 1. The Service Provider will, at his own cost and expenses, maintain all the gadgets, equipments and appliances etc. in good working conditions and will ensure that all safety measures have been put in place.
- 2. All persons, employed by the Service Provider should be medically fit for handling food; and certified for fitness before engagement by the Service Provider.
- 3. It shall be the Service Provider's responsibility to take protective measures to protect the property and persons and prevent accidents during the contract period.
- 4. A senior level representative of the Service Provider shall visit the Buyer's premises at least once during the contract period and review the service performance of its personnel. The services shall be carried out in consultation with and under direction of the DJA.
- 5. The Service Provider shall ensure that the food items supplied are as per the Government standards. If at any point of the time any penalty is imposed by any Government Authority i.e., by the Inspector of the Food Department etc., the same shall be borne by the Service Provider.

5.3 PERFORMANCE SECURITY

- 5.3.1 Before signing the Contract, the Bidder shall furnish a Performance Guarantee for an amount equal to three percent (3%) of the value of the contract in the form of a 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 or all outstanding dues against the Caterer, of any nature, against the bills submitted by the Caterer or otherwise, as per Rule 171 of the GFR 2017 are settled.

5.3.2 In the event of a breach of contract by the Contractor, the performance guarantee shall be forfeited and credited to the Delhi Judicial Academy.

5.4 AGREEMENT

- 5.4.1 The Successful Bidder shall sign an agreement with the Delhi Judicial Academy within fifteen days of the

acceptance of the offer on a stamp paper of Rs. 100/- to be furnished by the Successful Bidder to be drawn up in terms of the present Tender Document and draft agreement as given in **Annexure G**.

5.5 STATUTORY OBLIGATIONS

- 5.5.1 The Caterer shall fulfill all statutory requirements applicable to the scope of work awarded.
- 5.5.2 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.
- 5.5.3 The Caterer shall bear all liabilities under all Tax and Regulatory laws, as applicable.

5.6 INDEMNITY BOND

- 5.6.1 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.

5.7 MAINTAINING CLEANLINESS OF KITCHEN / DINING AREA

- 5.7.1 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-NLU Integrated Complex.
- 5.7.2 The Service Provider shall prepare and serve the breakfast/ lunch/ dinner/ tea/ snacks, as per Menu, in a pleasing and presentable manner. White clothes and coloured frill clothes required for covering the serving table and dining tables shall be provided by the Service Provider.
- 5.7.3 Disposable paper napkins (of approved quality)/Cloth napkins shall be placed along with each plate while serving food.
- 5.7.4 All waste food shall be removed from catering premises on a daily basis.
- 5.7.5 Tables and sitting area provided in the dining space closed/open shall be cleared and cleaned immediately after use by the Caterer.
- 5.7.6 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.
- 5.7.7 The Caterer shall use good quality raw material for preparation of the food to be served.
- 5.7.8 The Caterer shall ensure the cleanliness of the floor and platform in kitchen, store, service and utensil washing area. It shall also ensure that the area under their control is free from flies, pests etc.
- 5.7.9 The Caterer shall ensure minimal use of plastic in cooking and serving.
- 5.7.10 The Service Provider should follow the instructions of the DJA for the following:
 - 5.7.10.1 Catering arrangement
 - 5.7.10.2 Raw materials being used

5.7.10.3 Quality and quantity of the eatables and drinks served

5.7.10.4 Condition of fittings and fixtures

5.7.10.5 Sanitary arrangement and cleanliness

5.7.10.6 Hygiene of the canteen staff/worker

5.7.10.7 Sample checking of receipt of purchase

5.8 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.

5.9 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.

5.10 PENALTY CLAUSE

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 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.

The Chairperson of the Academy and in his/her absence the Director (Academics)/Director (Administration) in his/her discretion may however, reduce/waive off the penalty amount on a representation, if made and if there are some mitigating circumstances brought to his/her notice.

5.11 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 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.

S.No	Occasion	Minutes	Rates per Person (Rs.)
01	Morning Tea (Buffet)	Tea with Biscuits (salty and sweet of reputed brand).	
02	Pre- Lunch Tea (Buffet)	Tea and Coffee with Biscuits (salty and sweet of reputed brand), Wafers and 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. Soups 2. Assorted Breads – Stuffed Naan/ Butter Naan/ Tanduri Roti/ Missi Roti/ Tawa Roti/ Lachha Parantha/noodles/ or dish of similar nature 3. Plain Rice / Jeera Rice/ Veg. Pulao/Fried Rice or dish of similar nature 4. Dal (Rajma/Chhole/Dal Makhani/ Yellow dal/ Dal Handi/ Sambar) or dish of similar nature 5. One Paneer dish (Shahi Paneer/Mutter Paneer/ Paneer lababdar/ Mutter Mashroom/ Kaju Mutter Makhani, etc) or dish of similar nature 6. One Seasonal vegetable/ baked vegetables or dish of similar Nature 7. Manchurian/ Vegetables in gravy/ Stir Fry Vegetables/ Pasta in Tomato Sauce or dish of similar nature 8. Raita (Boondi/fruit/pineapple) or Dahi Bhalle with Saunth or dish of similar nature 9. Pickle 10. Papad 11. Green Salad/ Corn Capsicum or other salads 12. One Sweet (Gulab Jamun / Ice-cream/ Rasmalai/ Rasgulla/ Imarti/Halwa/ Kheer/ Phirni) etc. or dish of similar nature. 13. Water Jar (20 litres). 	

04	Evening Tea (Buffet)	Tea & Coffee with Biscuits (salty and sweet of reputed brand) Wafers and at least one snack like Samosa/ Bread Pakoda/ Paneer Pakoda/ Dhokla/ Muttur 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: <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 1. Gulab Jamun/Rasgulla/Ras Malai/ Jalebi/Ice Cream /Seasonal Halwa/ dishes of similar nature BEVERAGES: <ol style="list-style-type: none"> 1. Tea –(Black/Green)/Coffee 2. Juice/Coconut Water/Lassi 3. Soft Drink 	
	Total		
	Total amount in words		

Note:- For the Catering Services following Brands be used:-

S.No.	Catering Arrangement	Brand Required
1	Tea Brand	Taj Mahal / Brook Bond / Tata Tea
2	Coffee Brand	Nescafe / Bru / Tata
3	Biscuits Brand	McVities Digestive / Nutri Choice / Britannia / Marie Gold/ Unibic Oatmeal Cookies
4	Oil Brand	Sun Drop Gold / Fortune / Saffola
5	Pure Ghee Brand	Mother Dairy / Milk Food / Patanjali/ Amul Ghee
6	Spices	MDH / Everest / Catch
7	Cereals/Rajma/Cholle	Reputed Brand
8	Daal & Halwa	Always be prepared in Desi Ghee

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.

S.No	Occasion	Menu Items	Rates per person (Rs.)
01	Morning Tea (Buffet)	Tea & Coffee with Biscuits (salty and sweet of reputed brand).	
02	Breakfast (Buffet)	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 and Omelette/Boiled Eggs/any dish of Eggs/ Porridge / Upma	
03	Lunch (Veg.) (Buffet)	<ol style="list-style-type: none"> 1. Soups 2. Assorted Breads – Stuffed Naan/ Butter Naan/ Tanduri Roti/ Missi Roti/ Tawa Roti/ Lachha Parantha/ or dish of similar Nature 3. Plain Rice / Jeera Rice/ Veg. Pulao/Fried Rice/Noodles or dish of similar nature 4. Dal (Rajma/Chhole/Dal Makhani/ Yello dal/ Dal Handi/ Sambar) or dish of similar nature 5. One Paneer dish (Shahi Paneer/Muttor Paneer/ Paneer lababdar/ Muttor Mashroom/ Kaju Mutter Makhani, etc) or dish of similar nature 6. One Seasonal vegetable/ baked vegetables or dish of similar nature 7. Manchurian/ Vegetables in gravy/ Stir Fry Vegetables/ Pasta in Tomato Sauce or dish of similar nature 8. Raita (Boondi/fruit/pineapple) or Dahi Bhalle with Saunth or dish of similar nature 9. Pickle 	

		10. Papad. 11. Green Salad/ Corn Capsicum or any other salad 12. One Sweet (Gulab Jamun / Ice-cream/ Rasmalai/ Rasgulla/ Imarti/Halwa/ Kheer/ Phirni) etc. or dish of similar nature 13. Water Jars 20 liter with Glasses.	
04	Lunch (Non-Veg.) (Buffet)	1. All items of Veg. Lunch 2. One Non-Veg. dish (Mutton / Fish / Rogan Josh / Murg Methi Malai / Butter Chicken) or dish of similar nature	
05	Evening Tea (Buffet)	Tea and Coffee with Biscuits (salty and sweet of reputed brand) with one snacks	
06	Dinner Veg. (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/Muttar Paneer/ Paneer lababdar/ Muttar Mashroom/ Kaju Mutter Makhani, etc). 5. One Seasonal vegetable 6. Raita (Boondi/fruit/pine-apple) or Dahi Balle 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 Jars 20 liters with Glasses	
07	Dinner Non-Veg. (Buffet)	1. All items of Veg. Dinner 2. One Non-Veg. dish (Mutton / Fish / Rogan Josh / Murg Methi Malai / Butter Chicken) or dish of similar nature	
	Total		
	Total amount in words		

Note: - Food items Brands be used as specified in Annexure–A at page no. 12

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

1	Name of the Bidder	
2	Legal Status of Bidder	
	a) Name of its Directors/ Partners/ Proprietor	
	b) Their telephone No(s) including Mob. Nos.	
	c) Their Residential Addresses	
	d) Their Email IDs	
3	Registered Address of Bidder	
4	Email and Telephone No.	
5	Permanent Account Number	
6	Goods & Service Tax Registration Number	
7	ESI Registration Number	
8	EPF Registration Number	
9	EPF Account Number	
10	Registration No. Under FSSAI	
11	Registration number under Labour Department	
12	Details of the Assessed Income and Tax Paid for FYs 2017-18, 2018-19, 2019-20	
13	Details of the Annual Turnover and Profits earned as per the Balance Sheets corresponding to the Income Tax for the FYs 2017-18, 2018-19, 2019-20	

14	Details of the documents submitted as to the Financial Capabilities referred in para no. 1.4.2	
15	Details as to experience referred in para no. 1.4.1	
16	Letter of Authority, authorising a person(s) to represent the Bidder during the tendering process giving his full name, designation, address, contact no.	
17	Details of ISO Certification	
18	Any Other Information	
19	Whether Undertaking/Declarations has been uploaded	Yes No

Declaration:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Date : _____

Place : _____

(Signature of the Bidder)

Signature, Name and Address with Seal

The Detail of the Documents to be uploaded online along with the bid:

1. Bid Security Declaration as per Rule 170 (III) of GFR 2017 along with declaration as per clause 2.4.2 .
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 of the bidding firm.
4. FSSAI Certificate.
5. Technical Bid in the form as given in **Annexure C**.
6. Copies of documents in support of eligibility as referred to in Para No. 1.4.2 in the form given in **Annexure D**.

7. Income Tax Returns for FYs 2017-18, 2018-19, 2019-20.
8. Registration Certificate for GST and final GST return for FYs 2017-18, 2018-19, 2019-20.
9. Registration Certificate with ESI and EPFO.
10. Undertaking in the form **Annexure E**.
11. Affidavit in the form **Annexure F**.
12. Copies of completion/experience certificate in support of eligibility as referred to in Para No 1.4.1.
13. Letter of authorization/Board Resolution authorizing the person to sign the tender document/entering into agreement with the Academy.
14. Undertaking in respect of 1.4.4 & 1.4.5.

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)
2017-18		
2018-19		
2019-20		
2020-21		
2021-22		

(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)

To

The Director
(Administration),
Delhi Judicial Academy,
Sector -14 Dwarka,
New Delhi -110078

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 _____

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 Performance Guarantee in full will be forfeited and my/our organisation may be blacklisted.
6. I/ partners of our Partnership Firm / Directors our Company have not been punished/ penalised 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 3% 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 _____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 witnesses:

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)

(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 ____, 2021 at New Delhi by M/s____, a Company/Partnership Firm/ Proprietorship Firm having its Registered/ Corporate Office at _____ (hereinafter referred to as the 'Caterer') represented through Mr./ Ms.____S/o, W/o, D/o____its duly authorized representative 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 an Agreement with the Academy for providing Catering Services to the Academy w.e.f.____for a period of one year, further extendable by 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 indemnified 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 caused to the workers/ employees of the Academy, 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.

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

Hygiene and Quality Audit**Food Preparation**

Food indexing- the menus are being decided to ensure food variety

Yes No

Food Safety

1. Is the food prepared properly under hygienic conditions

Yes No

2. Are the prepared items covered properly

Yes No

3. Proper cleaning of the utensils

Yes No

Kitchen/Pantry Hygiene

4. Floors are hygienically clean

Yes No

5. Walls are dust /damp free

Yes No

6. Furniture is regularly cleaned

Yes No

7. Washing area provides hygienic environment

Yes No

8. Cooking counter is adequately clean

Yes No

Condition of Equipment in Food Preparation

9. Work worthy

Yes No

10. Clean

Yes No

11. Safe to handle

Yes No

Food Handler's Health

12. Periodical health check up done or not

Yes No

13. Nails are cleanly cut and are healthy

Yes No

14. Head gears/caps are worn

Yes No

15. Gloves are worn

Yes No

Smoking, eating or chewing of tobacco, zarda, gutka etc spitting are strictly prohibited –

16. Prohibition observed or not

Yes No

Hygiene of Eating Place

17. Floor is hygienically clean

Yes No

18. Walls are dust/damp free

Yes No

19. Furniture is regularly cleaned

Yes No

Food Quality

Palatability is tasted by the Service provider's

20. Representative

Yes No

Freshness and warmth of the food served up to the

21. mark

Yes No

General

22. Exhaust System is working

Yes No

23. Garbage disposal is done regularly

Yes No

24. Drainages system is functioning

Yes No

25. Washing area provides hygienic environment

Yes No

26. Service counter(s) are adequately clean

Yes No

Quality Checklist- Cafeteria

Yes

No

1. Raw materials received are branded
2. Raw materials are stored properly
3. Food prepared properly and stored properly under Hygienic conditions
4. Prepared items covered properly
5. Utensils are properly cleaned
6. Floors are hygienically cleaned
7. Kitchen staff are in uniform
8. Service Boys are in uniform and wearing gloves and caps
9. Potable Drinking water arrangements neatly done
10. Utensil washing area is properly maintained
11. Dining hall and Tables in cafeteria properly cleaned and setup
12. All items as per Menu provided
13. All items in orderly manner and are in presentable manner
14. Fingernails trimmed and clean
15. Bathing daily
16. Storage area/ fridge is clean
17. Exhaust system is working
18. Garbage disposal done regularly
19. Drainage system is functioning
20. Flies present in Kitchen and Dining Area?
21. Fly Catcher working satisfactorily
22. Insect or Spider web seen in Kitchen and Dining Area?
23. Any Other Observation
24. Overall

Facilities provided by the Delhi Judicial Academy**List of installed Kitchen Equipment in Delhi Judicial Academy**

S No.	Description of Items	Quantity
1.	Cutlery table	3
2.	Hot food Bain-Marie	2
3.	Six Slot Electric Toaster	1
4.	Sandwich Griller	1
5.	Microwave Oven	1
6.	Idly Steamer	1
7.	Espresso Coffee Machine	1
8.	Four burner Cooking Range	1
9.	Three Burner cooking Range	1
10.	Centrifugal Blower	1
11.	Chapatti Plate	1
12.	Work Table	4
13.	Wall Shelf	2
14.	Dosa Plate	1
15.	Storage Rack	4
16.	Storage Bin (Atta)	2
17.	Planetary mixer	1
18.	Four Door Refrigerator	1
19.	Deep Freezer	1
20.	S.S. Exhaust Hood & CFC lighting System	1
21.	Mixi make Maharaja Whiteline	1
22.	Garbage Bin	1
23.	Vegetable Cutting Machine	1
24.	Potato/Onion Bin	1
25.	Masala Grinder	1
26.	Pulverizer	1
27.	S.S. Tandoor	1

Sr. No.	Kitchen Equipments of Club House	Qty.
1.	Refrigerator (Big)	1
2.	Refrigerator (Deep)	1
3.	Container (Steel)	1
4.	Coffee Machine (Fiamma (0220) Marina CV)	1
5.	Toaster Machine (Commercial 4 slice)	1
6.	Griller	1
7.	Microwave with Accessories (IFB)	1
8.	Grinder	1
9.	Pulveriser Mixer (Steel)	1
10.	Bain-Marie	1
11.	Chopping Machine	1
12.	Idly Maker	1
13.	Mixer (B-40)	1
14.	Chair (Wooden Net)	1
15.	Mixer Grinder (Commercial)	1
16.	Tandoor	1
17.	Chimney (Steel)	2
18.	Gas Tawa	2
19.	Two Burner Cooking Range	1
20.	Four Burner Cooking Range	1
21.	4 Door Freezer	1
22.	Working Table(steel)	1
23.	Cutlery Table	1
24.	Rack	4
25.	Wall Shelf	2

Sr. No.	Kitchen Equipment of Judicial Hostel	Qty.
1	Providing and placing in position of Cutlery table of size 600 x 675 x 850 mm stainless steel. (Make : K.E.I.)	1
2	Providing and placing in position of Hot food Bain Marie of size 1800 x 675 x 850 mm. (Make : K.E.I.)	1
3	Providing and placing in position of Four Burner Cooking range of size 750 x 750 x 850 mm. (Make : K.E.I.)	1
4	Providing and placing in position of Three Burner Cooking range of size 1200 x 600 x 850 mm. (Make : K.E.I.)	1
5	Providing and placing in position of Chapati Plate of size 1200 x 600 x 850 mm. (Make : K.E.I.)	1
6	Providing and placing in position of work Table of size 1200 x 600 x 850 mm of Stainless Steel. (Make : K.E.I.)	2
7	Providing and placing in position of Storage Rack of size 900 x 450 x 1800 mm (4 No. Shelves Each). (Make : K.E.I.)	1
8	Providing and placing in position of Storage Bin (Atta) of size 450 x 600 x 700 mm in stainless Steel body. (Make : K.E.I.)	1
9	Providing and placing in position of Two door Refrigerator (4/5 star) of 350-400 Ltr . (Make : LG)	1
10	Providing and placing in position of Mixi of 3 speed with whipper, blender 1.5 Ltr, grinder 1 Ltr, chutney jar 200gm. (Make : K.E.I.)	1
11	Providing and placing in position of Garbage Bin of 50 Litre in Stainless Steel Body of 16 SWG (Make : Sintex)	2
12	Providing and placing in position of Potato / Onion Bin of size 750 x 600 x 800 mm in stainless steel body of 16 SWG. (Make : K.E.I.)	2
13	Providing and placing in position of Masala Grinder (Non - Tilting) of 7.5 Ltr in stainless steel of 16 SWG. (Make : K.E.I.)	1
14	Providing and placing in position of Dosa Plate of size 1200 x 600 x 850 mm. (Make : K.E.I.)	1