

## 1. Catering Services

### A. Scope of Work

The Odisha Judicial Academy requires a caterer with at least Three Star rating, for providing Catering Services during its State Seminar scheduled to be held on 16<sup>th</sup> & 17<sup>th</sup> March, 2019. The Catering Services will include serving of tea / coffee, breakfast, high tea, lunch & dinner to such Hon'ble Judges, guests and High level dignitaries who would attend the said seminar.

### B. Menu

#### i. Breakfast 300 Pax (each day)

Menu on 16/03/19	Menu on 17/03/19
<b>Welcome Drink:</b>	<b>Welcome Drink:</b>
Two Canned Juice	Two Canned Juice
<b>South Indian Dish:</b>	<b>South Indian Dish:</b>
Masala Vada	Idli
Suji Upma	Sewain Upma
Shambhar	Shambhar
Coconut Chutney & Tomato Chutney	Coconut Chutney & Tomato Chutney
<b>Bread :</b>	<b>Bread:</b>
Vegetable Sandwich With White and Brown Bread	Vegetable Sandwich With White and Brown Bread
Toast, Butter, Jam	Toast, Butter, Jam
<b>North Indian Dish:</b>	<b>North Indian Dish:</b>
Aloo Matar Subzi	Kachori
Poori	Tawa Paratha
Aloo & Gobhi Paratha	Aloo methi
Plain Curd	Gughni
Samosa	Masala Poha
<b>Cereals:</b>	<b>Cereals:</b>
Choco Flakes/ Corn Flakes/ Musilli With Hot & Cold Milk	Choco Flakes/ Corn Flakes/ Musilli With Hot & Cold Milk
Honey/ Dry nuts	Honey/ Dry nuts
<b>Eggs to order – (Live)</b>	<b>Eggs to order – (Live)</b>
Omelet / Poach	Omelet / Poach
<b>Dessert:</b>	<b>Dessert:</b>
Gulab Jamun	Rasgulla
Cut Fruits	Cut Fruits
Sweet Curd	Sweet Curd
Tea/ Coffee	Tea/ Coffee

ii. **Lunch 300 Pax (each day)**

<b>Menu on 16/03/19</b>	<b>Menu on 17/03/19</b>
<b>Welcome Drink:</b>	<b>Welcome Drink:</b>
Assorted Soft Drink	Assorted Soft Drinks
Butter Milk	Lassi (Sweet + Salt)
<b>Soup:</b>	<b>Soup:</b>
Tomato aur Dhanyan Ka Shorba	Vegetable Burnt Garlic Soup
<b>Rice:</b>	<b>Rice:</b>
Pease Pulao	Vegetable Fried Rice
Steamed Rice	Steamed Rice
<b>Assorted Indian Bread:</b>	<b>Assorted Indian Bread:</b>
Tandoori Roti	Tandoori Roti
Butter Nan	Butter Nan
Masala Kulcha	Aloo Kulcha
<b>Dal :</b>	<b>Dal :</b>
Yellow Dal Tadka	Dal Panchmel
<b>Vegetables:</b>	<b>Vegetables:</b>
Paneer Lababdar	Makai Palak
Mushroom Curry	Stuffed Parwal
Diwani Handi	Vegetable Jhalfrezi
Bhindi Kurkure	Kadhai Mushroom
<b>Non-Veg:</b>	<b>Non-Veg:</b>
Lal Maas / Mutton Korma	Mutton Kosha
Rohi Fish Kalia	Fish Curry Home Style
<b>Oriental :</b>	<b>Oriental :</b>
Vegetable Parsley	Stir Fry Vegetables
Vegetable Hakka Noodle	Chilli Garlic Noodles
<b>Accompaniments:</b>	<b>Accompaniments:</b>
Green Salad	Green Salad
Tamatar Khajuri Khatta	Tamatar Khajuri Khatta
Aloo Chat	Aloo Chat
Boondi Raita	Mix Vegetable Raita
Achaar / Papad / Chutney	Achaar/ Papad/ Chutney
<b>Dessert:</b>	<b>Dessert:</b>
Baked Gur Rasgulla	Baked Boondi with Rabri
Ice cream	Ice cream
Cut Fruits	Cut Fruits

iii. Dinner 300 Pax

Menu on 16/03/19	
<b>Welcome Drink:</b>	<b>Dal :</b>
Assorted Areated Soft Drink	Dal Makhni
Pineapple Blossom	<b>Non-Veg:</b>
<b>Starter:</b>	Chicken Tikka Butter Masala
Chicken Satay	Prawn Curry
Crunchy Fried Fish	<b>Continental :</b>
Hare Matar aur Makai ki Shammi	Pasta – Live
Cripsy Fried Vegetable with Babycorn	Penne & Fusilli
<b>Soup:</b>	With Tomato & Cream Sauce
Veg Lemon Coriander Soup	Sauteed Vegetables
<b>Rice:</b>	<b>Accompaniments:</b>
Jeera Pulao	Green Salad
Steamed Rice	Grilled Vegetable Salad
<b>Assorted Indian Bread:</b>	Channa Chaat
Tandoori Roti	Plain Curd
Butter Nan	Achaar/ Papad/ Chutney
Tandoori Kulcha	<b>Dessert:</b>
<b>Vegetables:</b>	Caramel Custard
Vegetable kofta in Palak Gravy	Ice cream
Matar Mushroom	Fresh Cut Fruits
Hing Dhanyan ke Chatpate Aloo	

The Menu is tentative and the Authority reserves the right to change the dish keeping the Number of Veg and Non Veg dishes Fixed.

Rate should include charges for 500 ML Packaged Drinking water that is to be served during each meal.

High Tea for Hon'ble Judges and High Dignitaries to Include:- Tea (with or without Milk), Coffee (with or without Milk), Biscuits, Fruit Juice, Salted Cashew nuts & Pastry. Tea and Coffee are to be prepared without sugar and served with Separate sugar cubes. Preferably Bone China Cup and Saucer sets fit to status of High Dignitary are to be used. Adequate numbers of trained personnel are to be engaged solely for serving High Tea to the High Dignitaries as and when required during the seminar. Adequate number of trained personnel to be engaged to provide Table services to the Hon'ble Judges and other High Dignitaries, even at odd hours.

**C. There will be two bid systems i.e. Technical Bid and Financial Bid.**

- (i) **Technical Bid.** Technical bid is to ascertain the Technical Qualification, Experience and Ability of the Bidder to execute the tendered Job.
- (ii) **Financial Bid.** The financial bids of only those bidders who qualify Technical Bid will be opened. Financial Bid is to be submitted as per Annexure II. Bids in any other format or modified format shall not be acceptable.

**D. SALE OF TENDER DOCUMENT :-**The Tender Document can be downloaded from the website [www.orissajudicialacademy.nic.in](http://www.orissajudicialacademy.nic.in). The bidders are to deposit the required amount as indicated in the notification page in shape of Demand Draft from any Nationalized Bank in favour of the Director, Odisha Judicial Academy payable at Cuttack, towards Tender Document Cost and submit the same along with Tender document. The cost of Tender Document is non-refundable.

**E. EMD/Bid Security:** - Tender must be accompanied by EMD / Bid Security of Rs 5000/- Rupees (Five thousand) only in the shape of Demand Draft from any Nationalized bank in favour of the Director, Odisha Judicial Academy payable at Cuttack. Bids without EMD/ Bid Security will be summarily rejected. The EMD shall be forfeited in case of withdrawal from bids or in a situation where the successful bidder after getting the letter of award withdraws / expresses his inability/failed to execute the work.

**F. Eligibility.**

- (i) The bidder should have the experience of providing catering services at least in three events of similar nature in the last three consecutive years in any of the Departments / Autonomous Institutions / Universities /Public Sector Undertakings of the Government of India or Government of Odisha or /any other State Government or Public Sector Banks or Local Bodies/Municipalities. Proof to this effect to be attached with Technical Bid.
- (ii) The Bidding firm/agency/company should have all valid documents required for providing assigned services including Permanent Account Number (PAN) of the Income Tax Deptt; Valid GST Registration Number; Registration No. of the Agency/Firm etc.
- (iii) The Bidder should have valid License and Number to run catering services under any Acts/Rules;
- (iv) The bidder should submit an undertaking with the Technical Bid to the effect that he or his firm has not been black listed by any of the Departments/Organizations of the Government of India/Government of Odisha and no criminal case is pending against the said firm on the date of submission of this bid (Prescribe Performa as per Annexure III).
- (v) The bidder should have the capacity of providing required Catering Service.
- (vi) Resolution of Board meeting authorizing the person to sign tender document (if applicable).
- (vii) The Bidder should submit the Bid Document duly signed by authorized signatory sealed and Stamped on each page as mark of unconditional acceptance of terms and Conditions of the Tender.

**G. Documents to be Submitted.**

- (i) Technical Bid in a Sealed Envelope Marked as “Technical Bid”.
  - (a) Self attested copy of PAN No. card under Income Tax Act;
  - (b) Self attested copy of GST Registration and Tax payment receipt
  - (c) Self attested copy of Valid Registration No. of the Agency/Firm;
  - (d) Self attested copy of valid License and Number to run catering services under any Acts/Rules;
  - (e) Bid Security of Rs. 5,000/- (**Rupees Five Thousand only**).
  - (f) Star rating certificate of the Hotel issued by competent Authority.
  - (g) An undertaking to the effect that the Agency has not been blacklisted by any of the Departments / Organizations of the Government of India/Government of Odisha and no criminal case is pending against the said firm/agency;
  - (h) Terms and conditions duly accepted/signed with the stamp of the prospective bidder on all pages of the tender document. ;
  - (i) Proof to the effect that bidder has experience of providing similar works for at least last three consecutive years.
  
- (ii) Financial Bid as per Annexure II in separate Sealed Envelope Marked as “Financial Bid” Both the Technical Bid and Financial Bid must be placed inside a 3<sup>rd</sup> Sealed Envelope marked as **“Tender for Providing Catering Service During State Seminar”**.

**H. Schedule for inviting tender:-**

Name of the Client: **Odisha Judicial Academy.**

The Tender should be submitted physically in a sealed cover, envelope superscripting thereon **“Tender for Providing Catering Service During State Seminar ”** along with the requisite documents in the office of the Deputy Director, Odisha Judicial Academy, Sector-1, C.D.A, Abhinav Bidanishi, Cuttack-753014., on or before **06/03/19** up to **11:00 AM**.

Technical Bid Opening date and time will be on **06/03/19** at 12:00 Noon followed by opening of Financial Bid.

**I. Procedure of submission of bids:-**

- (i) **Bank Guarantee of Rs.5,000/- (Five Thousand only), on account of Earnest Money Deposit (EMD) in favour of Director, Odisha Judicial Academy, should be deposited physically in the Office of the Deputy Director, Odisha Judicial Academy, along with the Tender Documents.**
- (ii) Financial Bids will be opened only of those firms which qualify technical bid.

- (iii) The Bids will be rejected in the event of information being found false or detected incorrect or incomplete at any stage prescribed in the tender or any ineligibility being detected, and no correspondence thereof shall be entertained, whatsoever.
- (iv) The Bid Security will be forfeited in the following conditions:-
  - (a) If at any stage, any of the information/declaration given by the bidder is found false.
  - (b) If a bidder withdraws his bid during the period of bid validity specified in the terms and conditions of tender.
  - (c) In case of any lapse/default in honoring of the terms and conditions at any stage after submitting the tender.
  - (d) In case of final selection of bidder, if he fails to enter into the contract or fails to furnish Performance Security in accordance with the terms and conditions of the tender.

**J. Terms & conditions:-**

- (i) The Bidder should take care that no column in the Technical as well as Financial Bid should be left blank which would be otherwise made the tender liable for rejection. In case any column has to be left blank, it should be filled as "NOT APPLICABLE".
- (ii) Any act on the part of the Bidder to influence anybody in the Odisha Judicial Academy is liable for rejection of the tender.
- (iii) The successful Bidder shall have to deposit a performance security by way of a Bank Guarantee amounting to the 10% of total bid value in the name of Director, Odisha Judicial Academy, within 7 Days of award of tender. The amount so deposited will carry no interest and refundable after successful completion of the tendered Job.
- (iv) The successful Bidder shall not engage any sub-Contractor or transfer the contract to any other person/firm/agency in any manner. The Bidder shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.
- (v) Tenders not conforming to the requirements of the **Odisha Judicial Academy** will be rejected and no correspondence thereof shall be entertained, whatsoever.
- (vi) Any person who is in Govt. service or an employee of this **Academy** should not be made partner to the contract by the Bidder directly or indirectly in any manner whatsoever.
- (vii) The Bidder shall indemnify the **Odisha Judicial Academy** against all other damages/charges and expenses for which the **Odisha Judicial Academy** may be held liable or pay on account of the negligence of the Bidder or his staff or any person under his control whether in respect of accident, injury to the person or damage to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. The **Odisha Judicial Academy** shall not be responsible financially or otherwise for any injury to the person deployed by the Bidder during the course of performing duties. The antecedents of the persons deployed by the caterer have to be got verified by the bidder.
- (viii) It should be ensured that the staff deployed in the campus of **Odisha Judicial Academy** should possess good physique, vision, and of good antecedents.
- (ix) All the staff and Supervisor should carry/affix the badge, showing their photographs. Their Entry into O.J.A campus will be with prior permission of the Authority.

- (x) The Bidder shall not employ any person who has not completed Eighteen years of age. The Bidder shall comply with all the statutory provisions as laid down under various Labour Laws/Acts/Rules like Minimum Wages, Provident Funds, ESI, Bonus, Gratuity, Contract Labour Act and other Labour Laws/Acts/Rules in force from time to time at his own cost. In case of violation of any such statutory provisions under Labour Laws or any other law applicable by the Bidder, there will not be any liability on the **Odisha Judicial Academy** and the bidder shall be solely liable for the same.
- (xi) The **Odisha Judicial Academy** shall have the right to ask for the removal of any personnel engaged by the agency, who is found not to be competent in discharging of his duties.
- (xii) The site of work shall be cleaned and waste shall be removed from the premises of the OJA daily by the agency.
- (xiii) The successful bidder shall arrange its own utensils and equipments as required for Cooking, Storing and Serving of Foods.
- (xiv) O.J.A shall only provide adequate space inside its premises for Cooking and Serving food. The caterer has to setup its own kitchen inside the premises of the Academy.
- (xv) The Academy will provide the agency with free water and electricity for the execution of work; the agency should keep the usage of the water and electricity to a reasonable level. If in the opinion of the Academy it is found that water and electricity are wasted or not used properly and, the Academy reserves the right/option to levy penalty on the agency up to Rs. 1000/- for each notice.
- (xvi) The **Odisha Judicial Academy** reserves the right to cancel or reject all or any of the tender without assigning any reason. The no of pax may increase or decrease as per requirement.

#### **K. Penalty**

**For Mismanagement, Shortage of Food, use of non standard raw materials and deviation from approved menu proportionate deduction shall be made to the bills raised by the bidder and the Performance Security of the Bidder will be forfeited along with blacklisting of the Agency.**

#### **L. Quality of raw materials & brand to be used**

- (i) Only packed and sealed spices / sauces/ condiments/ pickles, etc. with Agmark / FPO/ FSSAI certification are to be used.
- (ii) Only those branded items carrying AGMARK/FPO/BIS Certification should be used, where such certification is available in any class of branded items.
- (iii) Egg, Fish, Meat, Prawn, and Vegetables & Fruits should be tendered fresh from market on day-to-day basis preferably from reputed suppliers. Fresh items of good quality on day- to-day basis should be procured from reputed suppliers or stalls. The source of supply should be disclosed.
- (iv) The Service Provider shall not be allowed to serve pre-cooked food items purchased from an outside vendor excepting items like Mineral Water, Sweets, Ice-creams, Cold drinks (Bottled & Tetra Packets) in the Kitchen premises, unless specific prior permission is obtained from OJA.
- (v) No compensation shall be payable for items rejected for whatever reason. Further, the Contractor should ensure that there is no dislocation to the Kitchen services on this account.
- (vi) The Service Provider strictly adheres to quality and quantity in respect of the menu served in the Kitchen. In the event of any dispute over quantity and quality of the

- menu, proportionate deduction shall be made from the bills payable to the Contractor in addition to penalty and the decision of OJA shall be final and binding.
- (vii) The Service Provider shall use the best practice and legally mandated food and industry-standard storage and handling procedures.
  - (viii) The Service Provider shall exercise all reasonable imagination, creativity and good taste in the planning, preparation and serving of the meals and shall conscientiously strive to prepare and serve food in accordance with the diners' desires regarding quality, taste, appearance, nutritional value and variety.
  - (ix) Bidder shall disclose all the sources of procurement to the employer.
  - (x) Notwithstanding the same, the provisions of this clause shall always be subject to the right of OJA to fix the menu and no new item shall be introduced in the menu without the express prior permission of OJA.
  - (xi) Consumption or sale / possession of liquor or tobacco product is strictly forbidden to the Agency or its staff. In the event of any violation of this directive, this agreement may be terminated by the Academy at no prejudice to the other side.
  - (xii) Adequate number of trained personnel to be deployed by the successful bidder to ensure hassle free service.

#### **M. Safety Measures**

The Agency shall abide by the governing laws and safety measures for carrying out catering services and shall ensure that his own workmen and other people are not put to any risk due to its activities.

#### **N. PAYMENT TERMS**

The payment shall be made on submission of the bills (In triplicate) after completion of the work assigned satisfactorily, at approved rates after deducting statutory dues and penalties if any. No advance payment will be made. Income Tax will be deducted at source under Section 194-C of Income Tax Act from the Bidder at the prevailing rates of such sum as TDS on the income comprised therein.

#### **O. BID EVALUATION CRITERIA**

- (i) In case it is found that the bidder as per the requirement of the bid has not quoted rate of any specified item, his bid on that particular item, shall be evaluated on the basis of lowest quoted rates.
- (ii) Amongst eligible, the Bid Evaluation Committee shall select the bidders who are charging reasonable rates with due regards to quality.



**TECHNICAL BID**

**(DETAILS OF THE AGENCY)**

Name of the Firm/agency:	
Address	
Address and Tele. No. of the Bidder	
Registration No of the Firm:	
Name, Designation, Address & Tel No. of the Authorized person to deal with:	
Constitution of the Firm (Attach proof):	
Valid GST registration Certificate	
PAN Card No	
Any other Certificate:	
Experience details of similar work executed. (Attach Separate sheets if required)	
Whether the Agency has been blacklisted by any of the Departments/Organizations of the Government of India/ Government of Odisha and any criminal case is pending against the said firm/agency:	
Whether Terms and conditions of Tender duly accepted	
Details of Bid Security	
Details of Tender Document Cost.	
Any other Document relevant to tender	
List of References:	

This is to certify that I/we have carefully read the contents of the tender document and fully understood to all the terms and conditions therein and undertake myself/ourselves to abide by the same.

Place:

Date: \_\_\_ / \_\_\_ /2019

Signature of the Bidder

Name of the Signatory

Name of the Firm/agency

Seal of the Firm/Agency

**FINANCIAL BID**

Name and address of the Bidder: \_\_\_\_\_

**To,  
Dy. Director  
Odisha Judicial Academy  
Sector-1, CDA, Abhinav Bidanisi,  
Cuttack-753014**

SI No	Item	Rate in Rs. (Per Pax)
1	Breakfast on 16/03/19	
2	Lunch on 16/03/19	
3	Dinner on 16/03/19	
4	Breakfast on 17/03/19	
5	Lunch on 17/03/19	
6	High Tea	
7	Packaged Drinking water (500 MI)	

Applicable rate of Taxes in %.....

Signature of the Bidder.

Place:

Name of the Signatory \_\_\_\_\_

Date: \_\_\_ / \_\_\_ / \_\_\_

Name of the Firm/agency \_\_\_\_\_

Seal of the Firm/Agency \_\_\_\_\_

**Annexure III**

**UNDERTAKING**

It is certified that my firm/agency/company has never been **black listed** by any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of Odisha or any other State Government or Public Sector Banks or Local Bodies/Municipalities and no criminal case is pending against my firm/agency as on \_\_\_\_\_.

Place:  
Date: \_\_2019

Signature of the Bidder \_\_\_\_\_  
Name of the Signatory \_\_\_\_\_  
Name of the Firm/agency \_\_\_\_\_  
Seal of the Firm/Agency