

Tender No:1

Dated:28/01/2017

Odisha Judicial Academy, Cuttack

TENDER DOCUMENT FOR CATERING SERVICES

| | |
|--|-------------------------------------|
| Period of contract | One year |
| Start date for submission of the Tender Form | 28/01/17 |
| Last Date & time for submission of tender Form | 27/02/17 4:00 PM |
| Date and time of opening of Technical Bids | 27/02/17 4:30 PM |
| Date and time of opening of Financial Bids. | 27/02/17 5:30 PM |
| Performance Security | 10% of the total Bid Amount. |
| Bid Security | Rs. 30,000/- |

(A) INVITATION OF BIDS:-

- 1 Bids are invited from reputed Firm/Agencies, having valid registration from Competent Authority to run the Catering Service, in the campus of Odisha Judicial Academy, Sector-1, C.D.A, Abhinav Bidanishi, Cuttack-753014.
- 2 Firms are advised to study the tender document carefully before submitting the Bid Form. It will be presumed that the Agencies/Firms have considered and accepted all the terms and conditions of this tender. No enquiry, whatsoever verbal or written, shall be entertained in respect of acceptance/rejection of the tender. Bids must be unconditional.
- 3 Separate (duly filled) Bids should be prepared in accordance with the prescribed format **Annexure-I** (Technical Bid i.e. Details of the Agency) and **Annexure-II** (Financial Bid) of the tender document, and be submitted in physical form in the Office of the Dy. Director, Odisha Judicial Academy, Sector-1, C.D.A, Abhinav Bidanishi, Cuttack-753014.
- 4 The bidders are to deposit Rs.2,000/- towards Tender Document cost 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.
- 5 The Bid must be accompanied by an Earnest Money Deposit (EMD) / Bid Security of Rs. 30,000/- (**Rupees Thirty Thousand only**), in the form of Bank Draft or Bank Guarantee in favour of DIRECTOR, Odisha Judicial Academy as per the format enclosed.
- 6 Successful bidder has to deposit Performance Security amounting to 10% of total bid value as per format enclosed.
- 7 The tender form is nontransferable.
- 8 The prospective bidder shall furnish the following documents along with their technical bid (**Annexure-I & Annexure-III**):-
 - (i) Self attested copy of PAN No. card under Income Tax Act;
 - (ii) Self attested copy of Valid Odisha VAT Registration
 - (iii) Self attested copy of Service Tax Registration Number

- (iv) Self attested copy of Valid Registration No. of the Agency/Firm;
- (v) Self attested copy of valid Provident Fund Registration Number(If applicable);
- (vi) Self attested copy of valid ESI Registration Number (If applicable);
- (vi) Self attested copy of valid License and Number to run catering services under any Acts/Rules;
- (vii) Tender Document Cost Rs.2,000/- in shape of Demand Draft.
- (viii) Bid Security of Rs. 30,000/- **(Rupees Thirty Thousand only)**.
- (viii) 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;
- (ix) Terms and conditions duly accepted/signed with the stamp of the prospective bidder on all pages of the tender document. ;
- (x) Proof to the effect that tenderer has experience of providing similar works for at least last three consecutive years.

(B) Schedule for inviting tender:-

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

The Tender should be submitted physically in a sealed cover, envelope super scribing thereon “Tender for Providing Catering Services” along with the requisite documents in the office of the Dy. Director, Odisha Judicial Academy, Sector-1, C.D.A, Abhinav Bidanishi, Cuttack-753014., on or before **27/02/17** up to **4 PM**.

| | | |
|--|----------|----------------|
| Technical Bid Opening date and time will be on | 27/02/17 | 4:30 PM |
| Financial Bid Opening Date and time will be on | 27/02/17 | 5:30 PM |

(C) ELIGIBILITY:-

- 1 The tenderer should have the experience of providing similar works for at least 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.
- 2 The tenderer firm/agency/company should have a valid registrations such as Permanent Account Number (PAN) of the Income Tax Deptt; Valid VAT & Service Tax Registration Number; Registration No. of the Agency/Firm; Provident Fund Registration Number (If applicable); ESI Registration Number (If Applicable); License Number to provide catering services under any rule .
- 3 The tenderer 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).

- 4 The tenderer should have registered in his/her name or in the name of firm/company and the company should have the capacity of providing required number of Catering Service.
- 5 Resolution of Board meeting authorizing the person to sign tender document (if applicable).
- 6 The tenderer should submit an undertaking with the Technical Bid to the effect that terms and conditions of the Tender are duly accepted/signed with the stamp of the prospective bidder.

(D) PROCEDURE OF SUBMISSION OF BIDS:-

1. Bank Guarantee of Rs. 30,000/- (**Rupees Thirty Thousand only**), on account of Earnest Money Deposit (EMD) in favour of The **Director, Odisha Judicial Academy**, EMD should be deposited physically in the Office of the Dy, Director, Odisha Judicial Academy, along with the Tender Documents.
2. Financial Bids will be opened only of those firms which qualify technical bid.
3. 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.
4. 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.

Specification of works & scope of works

1. Area of Scope

1.1 The Odisha Judicial Academy requires an agency for catering services on rate contract basis for a minimum period of one year from the date of commencement to run the kitchen activities and room services at different places of the Academy. The Catering Services will include providing services to deliver tea / coffee, breakfast, lunch, dinner, working tea, high tea, special lunch / dinner program to such Hon'ble Judges, guests and High level dignitaries as would be intimated by the Academy.

- i. Kitchen and Dining Room .
- ii. VIP Suits:- 3 Suits.
- iii. Hostel Rooms- 56 Rooms.
- iv. Auditorium, 300 seat capacity
- v. Lawn
- vi. Open Air Amphitheatre.

1.2 Academy is having its training calendar. According to calendar, training activities run on an average of 20 to 25 days in a month. During training session about 40 to 50 rooms, and about 1 to 3 VIP Suit are likely to be occupied. Catering services are normally required during training sessions. Approximately about 200 Meals each at Breakfasts, Lunch & Tea time are to be served in a Week.

1.3 During Non-training period, the Agency may submit its offer for running the canteen services at the designated place for Academy's working staff and other staff working on regular basis at a subsidised rate.

2. Scope of Work

2.1 The catering agency shall maintain the standard equipments, cutlery and crockery in complete hygienic conditions and prepare food using good quality cereals, ground nut oil, Sunflower oil, spices, vegetable, fruits etc with good nutritional value. The edible oil, other additives to be used for preparation of food shall be of standard brand (preferably approved by the FPO) and has to be approved beforehand by the Academy official.

2.2 Normally except the bed tea, the Breakfast, Lunch and the Dinner are to be served in dining hall but if required, the Agency has to serve it in rooms for guests as per demand.

2.3 Catering services are to be provided in the premises of the Academy as per the instruction of the Academy.

2.4 Caterer is to abide by the dining rules of the Academy.

3. Kitchen Equipments Available with the Academy at Kitchen:

3.1 Academy possesses Modern Kitchen equipments. These equipments shall be issued to the Agency for carrying out the catering services. List of equipments annexed at appendix III

3.2 Equipments mentioned above will be made available by Academy to the agency for the works. Other equipments / machines required to execute the catering service shall be arranged by the Agency.

3.3 The Agency will consider while quoting the prices that the kitchen equipment available with the Academy will be issued without any charges. The Contractor shall ensure that the kitchen equipment are utilized and in operation.

3.4 The Agency shall return back the equipments in intact and working condition after completion of Contract of work.

3.5 The maintenance required for the machines supplied by the Academy will be borne by the contractor.

3.6 If it is found that any break down / damage occurred in equipment due to negligence of the Agency/ worker of the Agency, the Agency shall be liable.

3.7 The caterer shall be responsible for the upkeep of equipments provided by the Academy. In case of any damage to the furniture and equipments (list attached) by any person employed by the caterer, the caterer shall himself be liable to pay the cost as determined by the Academy.

4. Catering Equipments to be arranged by the Agency

4.1 All equipment (except mentioned in clause 3), cutlery crockery, utensils, raw material for cooking, LPG gas Commercial only/ fuel (Blue Gel), packaging material, signage's, staff etc required for running catering services shall be arranged by the Agency. Crockery and cutlery should be of good branded quality standard size and they should be white in colour and light in weight.

4.2 The machines/equipments/utensil etc. deployed as agreed under the contract shall be kept inside the Academy premises and maintenance, repair and upkeep of the machine shall be the responsibility of the Agency.

5. Uniform

5.1 The Contractor has to provide a distinct uniform to its workmen different from the employees of Academy. The uniform shall be kept in neat, tidy and wearable condition. For steward waist coat, name plate, proper shoes and bow will be the integral part of uniform. For Chef, Chef Cap, Chef Coat, Apron, proper shoes and name plate will be the integral part of uniform.

5.2 All the personnel engaged by the agency shall be provided with photo identity cards and due verification of their credential shall be done by the Agency.

5.3 The employees should be supplied with adequate number (at least two sets) proper uniforms with logo of the company inscribed on it, name plate by the agency at its cost. The workers/ supervisors/ personnel should use these uniforms in clean condition and properly pressed. They should wear apron and hand gloves while serving.

5.4 Hand sanitizer must be used with proper hand gloves & cap around food preparatory area.

6. Commencement & Completion of Work

6.1 The Agency will start its work within 7 days from the date of issuance of work order. The initial contract shall be for one year. The contract period may be extended for further period on mutual agreement.

7. Penalty

7.1 If the Academy is not satisfied with the quality of eatables served, services provided or behaviour of the contractor or his/her employees, the Contractor will be served with 24 hour notice to improve or rectify the defect(s), failing which the OJA will be at liberty to take appropriate necessary steps as deemed fit in addition to penalty as specified under clause 'Penalty'.

7.2 The Academy reserves the right to impose penalty (to be decided by the OJA authorities) on the Contractor for any serious lapse in maintaining the quality of the services wilfully or otherwise.

8.1 The contractor will get the menu from the Academy for all the training sessions before two days of commencement of training starts.

8.2 It will be the responsibility of the contractor to maintain high standard of cleanliness of the kitchen, dining hall and pantries and to ensure that cleanliness and hygiene is maintained to the satisfaction of the employer.

8.3 The failure to employ adequate number of persons resulting in sub-standard services will be considered as breach of the terms and conditions under the agreement.

8.4 The staff employed by the Agency to run its catering operation must be free from communicable diseases and are otherwise medically fit. If the Academy, on the basis of medical examination, forms an opinion that any employee of the contractor is medically unsuitable for work in the food industries, he may demand the contractor to replace that individual from work place immediately and the later shall abide by that decision.

8.5 All personnel employed by the agency shall be medically fit for handling food and certified for fitness before employment and every six months thereafter by a registered Medical practitioner. Medical fee, if any, will be borne by the contractor.

9. Water / Electricity

9.1 The Academy will provide the agency the following facilities free of cost for the execution of work;

(a) Water (b) Electricity (c) Kitchen equipment (List enclosed).

However, the Contractor shall be under obligation to provide potable water, in quantities to be specified by the Academy, in packed dispenser for breakfast, working tea/coffee, lunch and dinner, at Yoga Centre, Auditorium, Amphitheatre, Gym and Recreation Centre without any extra cost for the same.

9.2 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.

10. Safety Measures

10.1 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.

11. Terms of Payment

The payment shall be made on monthly basis on submission of the bills (In triplicate) after satisfactorily Completion of the work assigned, 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 Tenderer at the prevailing rates of such sum as income tax on the income comprised therein. Separate SERVICE CHARGES will not be paid. Rates quoted by the bidder for food items shall be inclusive of all SERVICE CHARGES.

12. Manpower

12.1 The Contractor has to employ sufficient number of manpower for efficient performance of contractual obligations. The manpower will invariably include at least one qualified and well experienced supervisor for management of services and a minimum of five trained waiters as lay over staff for room services, one well experienced Chef in addition to other required staff and Chefs.

12.2 That the caterer has to provide sufficient number of cooks, waiters and other support staff in the kitchen and dining hall and shall take all reasonable precautions to ensure that these workers attire themselves properly while on duty and are civil, polite, sober and honest in their dealings with the Academy's staff, visitors and guests. He shall also employ only those workers whose antecedents have been verified by the police and are medically fit in all respects.

12.3 If any employee deployed by the Caterer in the premises becomes liable for suspension or dismissal by the Academy due to his actions, disobedience or misconduct, the caterer shall accept the decision of the Academy as final and abide by such decision. In such an event, the Academy shall not in any way be liable for any claim made by the concerned employee of the caterer for wages or damages and the caterer shall keep the Academy's authorities indemnified.

13. General Conditions

13.1 The agency will be required to offer catering services in the space allotted for the purpose in the premises of the Academy. The agency will use the space so provided for catering services only and will have no tenancy right over the space so provided.

13.2 The Contractor shall serve Tea/Coffee/Biscuits/Snacks etc. to the guests inside the campus as required and shall provide various services at official meetings, training programs, conferences, special get-togethers and at various functions, in or outside as may be required.

13.3 The Academy, reserves the right to terminate the said contract at any time on the ground of poor quality of food served and ineffective services rendered by the agency. The Academy will be the sole judge to determine these facts.

13.4 The agency shall be responsible for maintaining the entire premises (Kitchen, Store, Office, Dining Hall, Service area etc.) spotlessly clean at all times. The crockery, cutlery, furniture and utensils used in the preparation and service of food shall always be in clean and in a hygienic condition. The kitchen shall be open at all times for inspection to the duly authorized representative of the Academy. The contractor will arrange for periodical disinfection treatment. The contractor has to maintain a logbook for the above cleaning activities and the log book shall be made available at all times in the Kitchen premises for inspection of OJA authorities.

13.5 It Shall ensure that timely good quality food is served to guest either in rooms or in the dining hall as per directions and the dining tables are properly cleaned.

13.6 It Shall ensure that all the utensils crockery kitchen equipment are cleaned and in working order

13.7 It Shall ensure that the kitchen and dining halls are kept clean and in hygienic condition

13.8 The site of work shall be cleaned and waste shall be removed from the premises of the OJA daily by the agency.

13.9 It will be the responsibility of the agency to store the materials purchased by him in a neat, tidy and hygienic manner in the space provided by the Academy. The security of such material will be the sole responsibility of the agency.

13.10 The authorized representative of the Academy shall check the quality and quantity of the items supplied and served and in case of any discrepancy the decision of such persons will be final.

13.11 Any dispute arising out of the terms of this contract or in the interpretation of any clause herein shall be settled by mutual discussion between the nominated authorities of the Academy and the Caterers or their authorized representatives. Director of OJA will be the final authority in resolving such disputes.

14. Contractor's Responsibility

14.1 The quality of work at all stage should be as per the standards laid down and explained to the agency. The agency shall ensure that it fully complies with and observe all the provisions of the Contract Labour Act (Regulation and Abolition) 1970, Minimum Wage Act 1948, Payment of Wages Act 1935, Employees Provident Fund and Miscellaneous Provisions Act 1952, Gratuity Act 1972, Registration under Prevention of Food Adulteration Act 1954, the E.S.I. Act, and such other statutory enactments / rules and regulations laid down by the Govt. or local body in force/ coming into force which may apply to catering services and any liability on account of non-compliance or violation thereof shall be the agency's responsibility.

14.2 The employees employed by the agency shall be its employees and the Academy shall in no way be responsible or liable for their wages, salaries, bonus, gratuity or any compensation notice pay etc.

14.3 The Agency shall regularly make payment to the Provident Fund, Family Pension, Employee State Insurance Contribution, Deposit Linked Insurance Scheme, Gratuity and all other statutory dues, if applicable, that may become due or payable by the agency for the labour employed by it and maintain all such records as may be statutorily required and present the same to the officers of the Academy as and when required.

14.4 All the workmen in the employment of the agency working in the Academy shall abide by the disciplinary procedures/rules and regulations laid down by the Academy from time to time.

14.5 In the event the agency is provided with any material or equipment belonging to the Academy, the agency undertakes to return the same in good condition, failing which the agency shall be responsible for the cost of the same.

14.6 The Academy may allow a few employees of the agency to stay in the kitchen premises for early / late hour duties such as fetching milk, serving of bed tea/coffee, etc. Their presence, however, should not cause any nuisance to normal functioning of the Academy.

14.7 The Academy shall accept no claim in the event of any of the agency's employees sustaining any injury, damage or loss to either person or property either inside or outside the

Academy premises. The Contractors should provide insurance cover as per Workmen's Compensation Act for all its workers.

14.8 A complete list of workers/supervisor/ personnel together with detailed bio-data, photographs etc. should be submitted to the Academy before they are employed.

14.9 OJA reserves right to accept/reject any particular worker/supervisor/personnel placed on duty in the Academy premises

14.10 The workers/ staff / personnel of the Contractor will have nothing to do with the OJA and shall have no presumptive right of absorption in the services of the Academy.

14.11 In case the workers engaged by the agency have any grievance, they will take it up with the agency without any disturbance on the campus. If the agency's workers were to resort to agitation resulting in damage to OJA property or hindrance to its work, the agency would be liable to pay damages to the Academy. Further; such action by the agency's workforce would result in termination of the contract.

14.12 The agency shall at all times indemnify the Academy against all claims for compensation under the provisions of any law for the time being in force/brought into force, by or in respect of any workmen employed by the agency in carrying out the contract and against all costs and expenditures incurred by the Academy in connection therewith, the Academy shall be entitled to deduct any amount due, from the agency, from all the money paid or payable by way of compensation as aforesaid and costs or expenses in connection with any claim thereto.

14.13 If in the course of execution of this contract by the agency any minor or major damage is caused by the agency or his workmen to the persons or property of the Academy, after joint investigation by the 'Academy' and the 'Contractor' any claims arising there from shall be recovered, settled and dealt with. The agency shall render all assistance and cooperation to the Academy if any enquiry is held thereon.

14.14 The agency shall at all times keep the Academy effectually indemnified against all sections, suits, proceedings, losses, costs, damages, charges, claims and demands in any way arising out of or reason of anything done or omitted to be done by the agency.

14.15 If any employee deployed by the Caterer in the premises becomes liable for suspension or dismissal by the Academy due to his actions, disobedience or misconduct, the caterer shall accept the decision of the Academy as final and abide by such decision. In such an event, the Academy shall not in any way be liable for any claim made by the concerned employee of the caterer for wages or damages and the caterer shall keep the Academy's authorities indemnified.

14.16 The caterer shall be responsible for the upkeep of equipments provided by the Academy. In case of any damage to the furniture and equipments (list attached) by any person

employed by the caterer, he will immediately inform in writing the concerned authorities of the Academy for recovery of such losses/damages, failing which the caterer shall himself be liable to pay the cost as decided by the Academy.

15. Type and style of services

15.1 The agency shall be solely and wholly responsible for the procurement at its expenses of all articles of food and provisions. The agency shall bear complete financial responsibility for all purchase it effects & financial commitments it may enter into for fulfilling the contract.

15.2 The quality of food and provisions should be acceptable and of high standard. The Academy or its authorized representative will have authority to inspect such articles of food and provision and will have full powers to order discontinuance of use of certain articles of food and provision which are found to be of unsatisfactory standard and on grounds of hygiene.

15.3 The agency shall provide customer satisfaction of high quality taste, nutritious and hygienic food and catering services.

15.4 A menu for all the services to be offered every day will be prepared for each programme and will be submitted to OJA sufficiently in advance. OJA will have free right to change / amend any of these menus.

15.5 In case of sickness of any guest, caterer shall supply suitable food to the sick person, up to the cost of normal menu.

15.6 Proper disposal of leftover food and other garbage will be done by the agency, in very hygienic manner. Leftover food will not be served again in any manner.

15.7 OJA reserves the right to indicate the best available brands at times and same will be binding on the contractor. The bidder has to maintain consistency in quality of ingredients to be used for preparation of food items for entire contract period.

16. Rates :

16.1 The amounts specified herein are inclusive of all costs, expenses, wages, all taxes and other expenses including ex-gratia payment to workmen or payment of their legal dues that may be incurred by the agency and the agency shall not be entitled to make any other demands monetary or otherwise from the Academy during the term of this contract.

17. Transportation

17.1 The Contractor shall make his own arrangements for transportation of the prepared foodstuff from the Kitchen to the various service points. The Contractor shall ensure adequate protection against seasonal weather conditions by transporting the food items by his own

motorized conveyance as may be necessary at his cost and for ensuring satisfactory and timely service.

17.2 For transporting the food items from Kitchen to various service points, the Contractor shall press into service a vehicle (fully covered with weather proof panels) in good condition, round the clock basis to the satisfaction of OJA.

17.3 OJA will not provide any facility for transporting the food items to various service points within the Academy premises.

17.4 The rate quoted shall be inclusive of these provisions.

18 Payment to workers:

18.1 Monthly salary in accordance with provisions of Minimum wage Act/Payment of wage Act

18.2 Report shall be provided to OJA by 9th of every month confirming such payment of wages

19. Quality of raw materials & brand to be used

19.1 Only packed and sealed spices / sauces/ condiments/ pickles, etc. with Agmark / FPO/ FSSAI certification are to be used.

19.2 Only those branded items carrying AGMARK/FPO/BIS Certification should be used, where such certification is available in any class of branded items.

19.3 Vegetables/Fruits should be tendered fresh from market on day-to-day basis preferably from reputed suppliers. Fresh Vegetables of good quality on day- to-day basis should be procured from reputed suppliers or stalls. The source of supply should be disclosed.

19.4 The Service Provider shall not be entitled 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.

19.5 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.

19.6 The Service Provider shall maintain 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.

19.7 The Service Provider shall use the best practice and legally mandated food and industry-standard storage and handling procedures.

19.8 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.

19.9 Contractor shall disclose all the sources of procurement to the employer.

19.10 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.

19.11 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.

ANTICIPATED ANNUAL QUANTITY OF WORK APPROXIMATELY

| Particular | Estimated volume of work per Week |
|---|--|
| 1st -Working tea (forenoon) | 200 Nos. |
| 2nd -Working tea (afternoon) | 200 Nos. |
| Breakfast | 200 Nos. |
| Lunch | 200 Nos. |
| Dinner | 200 Nos. |
| Special Lunch/Dinner* if assigned to the agency | In case of any special programme only. |

Note:- The work shown is only estimated quantity and there will be no guarantee on minimum quantity of work.

* Only 5% weightage is given to the Rate of Special Lunch/Dinner during evaluation of Financial Bids.

Annexure - I

TECHNICAL BID

(DETAILS OF THE AGENCY)

| | |
|---|--|
| Name of the Firm/agency: | |
| Address | |
| Address and Tele. No. of the Tenderer | |
| Registration No of the Firm: | |
| Name, Designation, Address & Tel No. of the Authorized person to deal with: | |
| Constitution of the Firm (Attach proof): | |
| Valid VAT registration Certificate | |
| Service Tax Registration. Number: | |
| Provident Fund Registration Number: | |
| ESI Registration Number: | |
| Any other Certificate: | |
| Experience details of Last three consecutive years for providing similar work. | |
| 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 | |
| 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.

Tenderer
Place:
Date: __ / __ /2017

Signature of the

Name of the Signatory
Name of the Firm/agency
Seal of the Firm/Agency

Annexure – II**Financial Bid**

Bid No.: OJA.....

Name of Contractor: _____

Address: _____

Execution and Facilitating the Catering Services in the Academy Premises**Annexure- ‘A’**

| Item No | Specification | Unit | Rate (In Figure) Rs. | Rate (In Words) Rs. |
|----------------|---|-------------|-----------------------------|----------------------------|
| 1. | TEA / COFFEE | | | |
| 1.2 | 1st -Working tea (forenoon) - Tea / coffee with assorted biscuits, or Cookies of good quality, (Veg Soup) | Cup | | |
| 1.3 | 2nd - Working tea (forenoon) - Tea / coffee with assorted biscuits, or Cookies of good quality. | Cup | | |
| 2 | BREAK FAST | | | |
| 2.1 | Breakfast Contains: Tea / Coffee / Porridge with milk or Cereals with milk, Bread with Butter/Jam/ One South Indian dish & One North Indian dish, One Egg preparation (Omelettes, Boiled etc.) | Plate | | |
| 3 | LUNCH / DINNER | | | |
| 3.1 | Lunch Menu - Soup, Rice preparations, Assorted Breads, Dal, Two vegetable Dishes (One Vegetable & One Paneer or Mushroom Dish), Non Veg item, Dessert (Sweet Dish/ ice Cream etc),Salad, Papad , Pickles etc | Plate | | |
| 3.2 | Dinner Menu- One Soup with bread loaf or stick One Salad. Rice, Chapatti, One vegetable dry or gravy, Dal, Thick creamy Curd or Raita/ Dessert/sweet-Ice cream and One Non Veg Item | Plate | | |
| 3.2 | Special Lunch/ Dinner Menu- Two Soups(One Veg & One Non Veg),Starters (One Veg & One Non Veg), Rice preparations, Assorted Breads, Two vegetable Dishes, One Paneer or Mushroom Dish, Two Non-veg Dishes, Dessert, Ice Cream & Mock tail | Plate | | |
| 4. | Packaged Drinking Water | | | |
| 4.1 | Aquafina, Kinley or Bislery 1 Litter Bottle | | | |
| 4.2 | Aquafina, Kinley or Bislery 500 ml Bottle | | | |

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: ___ 2017

Signature of the Tenderer
Name of the Signatory
Name of the Firm/agency
Seal of the Firm/Agency

FORMS OF SECURITIES

Acceptable forms of securities are annexed. Bidders should not complete the Performance Security forms at this time. Only the successful Bidder will be required to provide Performance Securities in accordance with one of the forms, or in a similar form acceptable to the Employer. Performance Security in form other than Bank Guarantee will not be accepted. Bidders can submit Bid Security as Bank Guarantee or Bank Draft in favour of Director O.J.A payable at State Bank Main Branch Cuttack, along with the bid documents falling so the bids will be summarily rejected.

Appendix I: Bid Security (Bank Guarantee)

Appendix II: Performance Bank Guarantee

BID SECURITY (BANK GUARANTEE)

WHEREAS, _____ [Name of Bidder] (hereinafter called “the Bidder”) has submitted his bid dated _____ [date] for Execution and Facilitating the Catering Services in the Academy Premises [name of Contract] (hereinafter called “the Bid”). KNOW ALL PEOPLE by these presents that We _____ [name of bank] of _____ (name of country) having our registered office at _____ (hereinafter called “the Bank”) are bound unto Odisha Judicial Academy, C.D.A., Sector – 1, Kathajodi Ring Road, Cuttack-14 [name of Employer] (hereinafter called “the Employer”) in the sum of _____ for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20 _____

THE CONDITIONS of this obligations are:

- 1) If after Bid opening the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid; or
- 2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders, or
 - (c) does not accept the correction of the Bid Price defect if any ;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____ after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____
 WITNESS _____ SEAL _____
 [Signature, name and address]

Note:

1. The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees.

Signature of contractor

PERFORMANCE BANK GUARANTEE

To: _____ [name of Employer]
_____ [address of Employer]

WHEREAS _____ [name and address of Contractor] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract _____ No. _____ dated _____ to execute _____ [name of Contract and brief description of Services] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [amount of guarantee]1 _____ [In words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand, and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee]1 as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 60 days from the date of expiry of the Contract period.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denomination.

Signature of contractor

| LIST OF EQUIPMENTS | | |
|---------------------------|--|-----------------|
| Sl No | Item Description | Quantity |
| 1 | Dish Landing Table Size:-54" X 24" X 34 + 6" (Inch) SWG 304 Grade SS Sheet. Garbage Chute: 150mm X 150 mm HEAVY DUTY : 304 grade SS Sheet Structure: Top underneath MS angle. Legs by round SS heavy duty 304 Grade SS Square Pipe with nylon adjustable bullets Cross bracing by SS round 304 Grade SS Square Pipe. | 01 Nos |
| 2 | Waste Collection Trolley Size-24" X 24" X 36 (Inch) Stainless Steel Body with heavy Duty Soundless castor wheel with locking arrangements. | 01 Nos |
| 3 | 3-Sink Unit Size :-64" X 24" X 34" + 6" (Inch) Three sink Unit (3 No. die pressed sink for 16 swg. SS top with splash back, SS Waste line & outlet CI ball valve, 1.5" dia SS 304 Grade SS Square Pipe legs and bracing etc. | 01 Nos |
| 4 | Wet Grinder 5 Ltr. Capacity Body : Made of 16 swg SS: 304 Sheet food gr. Complete with revolving drum, grindinstone & Wooden Scraper. Motor 1 hp Electric Motor & gear box. | 01 Nos |
| 5 | Potato Peeler Capacity 10 Kg. Peeling drum in 16swg s.s. Sheet fine mesh carborundum lining top opening for gravity feed swing out door for draw off water inlet socket and drain valve motor and drum enclosure in 18 swg Sheet. | 01 Nos |
| 6 | Dish Glass Rack Size :- 36" X 24" X 60" (Inch) 4 Shelves 18 SWG SS with 3 sides turned up & 1 side front turned down with perforated shelves 4 Nos. 14 SWG. SS angle Verticals with nylon bullet adjustable legs. | 01 Nos |
| 7 | Dough Kneader Capacity 7 Kg. Cast iron body painted in off, white painted finish 16 s.s. bowl with hand operated lifting mechanism s.s. dough hok 2 hp 3 phase Crompton Make motor gear drive. | 01 Nos |
| 8 | Pantry Table With 2 B.S. Size :-60" X 24" X 34" + 6" (Inch) Top in 16 swg thick S.S. Sheet top sound dampened by an approved method uprights in 38 X 38 X 16 swg 304 grade S.S. Square tube 18 swg s.s. sheet bolted to the uprights. | 01 Nos |
| 9 | Pot Rack Size :-48" X 24" X 60" (Inch) 4 shelves in 18 swg thick s.s. Sheet 38 X 38 X 2.5 mm thick s.s. upright | 01 Nos |

| | | |
|-----------|--|---------------|
| | S.S hardware shelves to have 20 mm dia holes | |
| 10 | <p>Chapatti Plate with Puffer Size :- 39" X 26" X 34" (Inch)</p> <p>Structure made of mild steel angle frame duly rust proof painted. Top of 12 mm mild steel, front panel and under shelf 18 swg ss Sheet, vertical legs of ss round pipe of 16 swg, 1.5" diameter with nylon adjustable feet. Complete with CI perforated grill for puffing of chapattis, heavy-duty high pressure RV burners pilot, individual control valves Indian oil corporation approved.</p> | 01 Nos |
| 11 | <p>Dosa Plate Size :- 48" X 24" X 34" (Inch)</p> <p>¾ "MS top plate with four side MS angle bracing. 20 SWG panel and 1.5" dia SS Pipe with nylon adjustable legs. Burner- Four high pressure RV –burner fitted with internal fittings and individual control and pilot ignition.</p> | 01 Nos |
| 12 | <p>Table With Sink Size :- 54" X 24" X 34" + 6" (Inch)</p> <p>Top in 16 SWG thick s.s. Sheet top sound dampened by an approved method uprights in 38 X 38 X 16 swg 304 grade s.s. square tube 18 swg, s.s. sheet bolted to the uprights Sink in 16 swg thick s.s. sheet with 12 mm collar on all sides.</p> | 01 Nos |
| 13 | <p>Spice Table With 6 Round Container Size :- 24" X 24 " X 34 " (Inch)</p> <p>The unit should be like a table trolley designed with SWG 16 (304) SS top, double beaded on all sides, secured to SS angle frame, with cut out to fit in inserts of 6 round containers to hold spices. Containers should of SS 304, removable of size 100 mm dia and 100 mm deep with individual lids.</p> <p>Unit to be Fitted with heavy duty noise free castors of 75 mm dia with two castors having locking facility. The trolley should have 25 mm dia SWG 16 SSS 304 Pipe handless on both sides. One under shelf of swg 22 SS 304 at the bottom at 100 mm from FFL</p> | 02 Nos |
| 14 | <p>2-Burner Indian Range Size :- 48" X 24" X 34" (Inch)</p> <p>Top : 16 swg 304 Grade SS Sheet. Side & Back 20 Swg 304 Grade SS Sheet. Legs 40 mm Dia SS 304 Grade SS Square Pipe B S 20 SWG 304 Grade SS Sheet MS Angle Frame Deep Trey 304 Grade SS Sheet HP-C-35.</p> <p>Burner , NC Valve, Copper Pigtail & Pilot Burner Nylon adjustable Bullet Feet.</p> | 01 Nos |
| 15 | <p>Stock Pot Stove Size :- 24" X 24 " X 24" (Inch)</p> <p>Top:- 16 swg SS, body Panel: 18 swg SS, Drip Tray: 20 swg SS, Internal: MS/SS angle structure, 38 mm X 38 mm X 16 swg SS square pipe verticals with hard nylon adjustable bullet fits, Bottom Cross Bracing: 25 mm/ 25 mm/ 16 swg ss., Cast iron grid, gas burner with</p> | 01 Nos |

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| | pilot ignition and control valves. | |
| 16 | Deep Fat Fryer (Single Tank) Single container deep fat fryer (Table Top) Oil Tank: 16 SWG AISI 304 SS Sheet. Panels: 18 SWG AISI 304 SS Sheet. Frying Basket: SS, rod with wire mesh base, fabricated and Bakelite heat proof handle | 01 Nos |
| 17 | 2- Burner Chinese Range Size :- 48" X 24" X 34" + 12" (Inch) Top : 16 SWG SS, body Panel : 18 SWG SS, Internal : MS/SS angle structure, 38 mm X 38 mm X 16swg SS Square pipe verticals with hard nylon adjustable bullet fits, Bottom Cross Bracing : 25 mm X 25 mm 16 swg SS., cast iron grid, gas burner with pilot ignition and control valves. | 01 Nos |
| 18 | Pick UP Table Size :- 54" X 24" X 34" (Inch) Top : 16 swg 304 Grade SS Sheet with underneath MS angle structure. Bottom shelf 18 SWG 304 Grade SS Sheet. Legs : 1.5 dia SS 304 Grade SS Square Pipe vertical with nylon adjustable bullet | 02 Nos |
| 19 | S.S. Storage Pallet Size:- 48" X 40" X 06"(Inch) Construction of top in 1.5 " Pipe having 2" gaps between pipes with legs (6 nos) fitted with plastic bullet feet | 02 Nos |
| 20 | Table With Sink Size :- 48" X 24" X 34" (Inch) Size in 16 SWG thick S.S. Sheet top sound dampened by an approved method uprights in 38 X 38 X 16 swg 304 grade S.S. square tube 18 SWG S.S. Sheet bolted to the uprights Sink in 16 swg thick S.S. Sheet with 12 mm collar on all sides. | 01 Nos |
| 21 | Work Table With U/S Size :- 48" X 24" X 34" (Inch) Top : 16 swg 304 Grade SS Sheet with underneath MS angle structure. Bottom shelf 18 swg 304 Grade SS Sheet Legs.: 1.5" dia SS 304 Grade SS Square Pipe vertical with nylon adjustable bullet including all cost, conveyances, taxes etc. complete. | 01 Nos |
| 22 | Weight Scale Capacity 100 kg. Supplying & Fixing of a Weighing Scale of Capacity-100 Kg. at Kitchen etc. | 01 Nos |
| 23 | 2 Door Vertical Refrigerator Size :- 54" X 28" X 34" + 6" (Inch) 600 Ltr Capacity Exterior in 20 SWG 304 grade S.S. Sheet interior in 22 SWG 304 S.S. Sheet 2 doors self closing type dark coloured magnetic gaskets high density puff insulation hermetically sealed Kirloskar compressor Indfoss thermostat fan cooled condenser easy to remove louvres for cleaning of Condenser | 01 Nos |

| | | |
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| 24 | <p>Under Counter Deep Freezer Size:- 60" X 24" X 34" + 6" (Inch)</p> <p>Top in 16 SWG thick S.S. Sheet bent 50 mm and 12 mm on all sides excepting on sides with splash back top sound dempened by an approved method rear splash raised 150 mm above the working height of 850 mm bent 25 mm at 90 deg. and down 12 mm exterior in 20 swg 304 grade s.s. Sheet interior in 22 swg 304 grade s.s. sheet doors self closing type.</p> | 01 Nos |
| 25 | <p>Storage rack Size :- 36" X 16" X 66" (Inch)</p> <p>4 shelves 18 swg SS with 3 sides turned up & 1 side front turned down with perforated shelves 4 Nos. 14 SWG SS angle verticals with nylon bullet adjustable legs .</p> | 02 Nos |
| 26 | <p>Service Table Size :- 60" x 24" X 34" (Inch)</p> <p>Specification: Top: 16 SWG 304 Grade SS Sheet with underneath MS angle structure. Bottom shelf 18 swg 304 Grade SS Sheet . Legs 1.5" dia SS 304 Square Pipe vertical with nylon adjustable bullet</p> | 01 Nos |
| 27 | <p>S.S. Hot Bain Marie With 4+2=6 No. G.N. Container Size :- 84" X 26" + 10" X 34" (Inch)</p> <p>Structure made of mild steel angle duly rust proof painted, top made of 18 swg food grade SS Sheet 304. Inner tank made of 18 swg ss 304 Sheets, outer body 20 swg ss Sheet, with 3 kw. Immersion type heating element with auto temp. Controller & indicating lamp also provided. Insulation puf type glass wool with 4 Nos. Big GN Pans and 2 Nos Small GN Pans</p> | 01 Nos |
| 28 | <p>Utility trolley with 3 tier Size :- 36" X 24" X 36' (Inch)</p> <p>Top: Tier made of 16 swg SS Sheet with all 4 sides 4" turned up and bottom dia, SS pipe vertical with 4" dia. Castor wheels 1" X 1" sq . SS pipe push handle fitted with top tires.</p> | 01 Nos |
| 29 | <p>Vegetable Cutting Machine Capacity 8o Kg. Per Hrs.</p> <p>SS Body with 5 spare blades Motor Power 1HP single phase 5 blades for cubes (Small andbig), chips and salad making, grating and slicing , Capacity 80 kg/hr</p> | 01 Nos |
| 30 | <p>Water Cooler Capacity 80 Ltr</p> <p>Completely SS made with puff insulated body having 3 Nos water tap. Water inlet in back side and water outlet with fotal valve. Compressor make of kirloskar. Elect. Load-350W, 220V, AC 150 Ltr SS Storage with 150 Ltr/hour cooling capacity</p> | 01 Nos |
| 31 | <p>Veg. Crate Trolley Size :- 30" X 18" X 16" + 20" (Inch) Trey Size :- 24" X 16" X 7" (Inch)</p> <p>Frame will be made with 25 X 25 mm sq. pipe with heavy duty castor</p> | 01 Nos |

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| | wheel | |
| 32 | Potato/Onion Bin Size :- 42" X 30" X 24" (Inch) Supplying & Fixing of Potato/Onion Bin Size :- 42" X 30" x 34" (Inches) etc. | 01 Nos |
| 33 | Atta/Rice Bin Standard Size Atta/Rice Bin of Standard Size The entire bin made of 18 swg ss Sheet on tin caster wheels & with top opening lid. | 01 Nos |
| 34 | Insect Killer CM 39.5 L X 9.5. B. X 31.2 H Two Tubes 20 Watt | 06 Nos |
| 35 | Forced Air Ventilation with Kitchen Hoods and Hot & Fresh Air With Ducting 24 gauge g.i. ducting including Fabrication, erection and commissioning with offsets, elbows Cowls, felts hangers, bird Screen, anchor fasteners with g.i. nut and bolts Hood-Exhaust Hoods inside kitchen Complete Stainless Steel Fabrication. 22 gauge S.S. centre hoods (I land type) including S.S. baffle type washable grease filters (2" thick with 22 gauge frame and 24 gauge louvers) nuts, bolts, felts, anchor fasteners, hangers , etc. as per sizes given below. FAN:- Heavy Duty Exhaust Fan 1400 RPM 18" Duct Mount (Almonard Make) Heavy Duty Exhaust Fan 1400 RPM 15" Duct Mount (Almonard Make) | 01 Set |