

1. Catering Services

A. Scope of Work

The Odisha Judicial Academy requires caterer for providing Catering Services during its National Seminar on 28th & 29th January, 2017. The Catering Services will include serving of tea / coffee, breakfast, high tea, special lunch & dinner to such Hon'ble Judges, guests and High level dignitaries as would attend the said seminar.

B. Menu

Menu on 28/01/16			
A. Breakfast 07:30 AM to 09:00 AM (300 PAX Approximately)		C. Dinner 08:00 PM (250 PAX Approximately)	
Sl No	Item	Sl No	Item
1	Vada with Chutney	1	Veg Lemon Coriander Soup
2	Uttapam	2	Welcome Drink (Non Alcoholic)
3	Veg Sandwich	3	Fish Finger
4	Biri Kachori	4	Chicken Pakoda
5	Allo Matar Subzi	5	Crispy Chilly Baby Corn
6	Mall Pua	6	Paneer Kofta
7	Mixed Cut Fruits	7	Chicken Niligiri Korma
8	Tea & Coffee	8	Dal Pancharatan
B. Lunch 01:30 PM to 02:30 PM (300 PAX Approximately)		9	Nan
Sl No	Item	10	Roti
1	Veg Hot & sour Soup	11	Green Salad
2	Green Salad	12	Veg Harabhara Kabab
3	Welcome Drink (Non Alcoholic)	13	Mustard Mushroom
4	Peas Pulao	14	Cabbage Matar
5	Nan	15	Fish Dahiwala
6	Roti	16	Jeera Rice
7	Plain Curd	17	Plain Curd
8	Dal Fry	18	Hot Gulab Jamun
9	Palak Paneer	19	Ice Cream
10	Gobi Matar Kassa	20	Cut Fruits
11	Veg Manchurian		
12	Chicken Butter Masala		
13	Fish Kalia		
14	Kheer Sagar		
15	Papad		
16	Tomato Khajuri Khata		
17	Ice Cream		

Menu on 29/01/16			
A. Breakfast 07:30 AM to 09:00 AM (300 PAX Approximately)		B. Lunch 01:30 PM to 02:30 PM (300 PAX Approximately)	
SI No	Item	SI No	Item
1	Idly with Chutney	1	Plain Rice
2	Masala Upma	2	Tomata Dhai Shorba
3	Poori Subzi	3	Paneer Capsicum
4	Veg Sandwich	4	Veg Jhalfray
5	Sambar	5	Fish Fry Rohu
6	Gulab Jamun	6	Nan
7	Mix Cut Fruits	7	Rooti
8	Rassagolla	8	Hot Jalebi
9	Tea & Coffee	9	Black Dal
		10	Corn Palak
		11	Methi Aloo Dum
		12	Mutton Rogan Jush
		13	Chicken Masala
		14	Green Salad
		15	Papad
		16	Ice Cream
		17	Welcome Drink (Non Alcoholic)

Rate should include charges for 250 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. 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 VAT & Service Tax 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 number of 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.

- (a) Technical Bid in a Sealed Envelope Marked as “Technical Bid”.
 - (i) Self attested copy of PAN No. card under Income Tax Act;
 - (ii) Self attested copy of Valid Odisha VAT Registration and up-to-date VAT clearance Certificate
 - (iii) Self attested copy of Service Tax Registration Number

- (iv) Self attested copy of Valid Registration No. of the Agency/Firm;
 - (vi) Self attested copy of valid License and Number to run catering services under any Acts/Rules;
 - (vii) Bid Security of Rs. 5,000/- (**Rupees Five 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 bidder has experience of providing similar works for at least last three consecutive years.
- (b) 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 3rd Sealed Envelope marked as **“Tender for Providing Catering Service During National Seminar”**.

H. Schedule for inviting tender:-

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

The Tender should be submitted physically in a sealed cover, envelope superscribing thereon **“Tender for Providing Catering Service During National Seminar ”** along with the requisite documents in the office of the Additional Director, Odisha Judicial Academy, Sector-1, C.D.A, Abhinav Bidanishi, Cuttack-753014., on or before **10/01/17** up to **5.00 pm**.

Technical Bid Opening date and time will be on: **11/01/17 11:30 A.M.** followed by opening of Financial Bid.

I. PROCEDURE OF SUBMISSION OF BIDS:-

1. **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 Addl., 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.

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.

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 adhere 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:-

- 1 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.
- 2 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 VAT registration Certificate	
Service Tax Registration. Number:	
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: ___ / ___ /2016

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,
Addl, Director
Odisha Judicial Academy
Sector-1, CDA, Abhinav Bidanisi,
Cuttack-753014**

Sl No	Item	Rate in Rs. (Per Pax)
1	Breakfast on 28/01/17	
2	Lunch on 28/01/17	
3	Dinner on 28/01/17	
4	Breakfast on 29/01/17	
5	Lunch on 29/01/17	
6	High Tea	
7	Packaged Drinking water (250 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: __2016

Signature of the Bidder _____
Name of the Signatory _____
Name of the Firm/agency _____
Seal of the Firm/Agency