

RAJASTHAN STATE JUDICIAL ACADEMY

1

Near Jhalamand Circle, Old Pali Road, Jodhpur - 342 013

Phone : 0291-2720107, 2720787 & 2720788, Fax :- 2720108

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Request for proposal (RFP) Document for Selection of vendor for catering services at Rajasthan State Judicial Academy, Jodhpur

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Disclaimer

The information contained in this Request for Proposal (RFP) document or subsequently provided to Applicant(s), whether verbally or in documentary form by or on behalf of the **Director, Rajasthan State Judicial Academy, Jodhpur**, or any of their employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by the Rajasthan State Judicial Academy or its representatives to any other party. The purpose of this RFP document is to provide interested parties with information to assist the formulation of their Application and detailed Proposal. This RFP document does not purport to contain all the information each Applicant may require. This RFP document may not be appropriate for all persons, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain applicants may have a better knowledge of the proposed Project than others. Each applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. Rajasthan State Judicial Academy, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. Rajasthan State Judicial Academy may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

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BID DOCUMENT FOR CATERING SERVICE CONTRACT NOTICE INVITING BID

NIB No. 220/2017 Date : 15/06/2017

Rajasthan State Judicial Academy invites Technical & Financial Bids through e-bid from the eligible bidders for providing Catering services **as and when required** at Raj. State Judicial Academy, Jodhpur Campus (Officers Hostel, Guest House and other places) for a period of **One year**, which is further extendable up to One Year by mutual consent. Bidders should submit the proposal on the website www.eproc.rajasthan.gov.in The first part will consist of Technical Proposal and the second part will consist of Financial Proposal:-

S. No	Description	Remark
1.	Work/Services to be outsourced	Catering service contract at RSJA Campus
2.	Estimated value of Work/Services	Rs. 15,00,000/- (Fifteen lacs only)
3.	Cost of BID Document	Rs. 1000/- (Rupees One Thousand only) (Non-refundable) Either by Bankers Cheque or DD only Drawn in favour of Director , Rajasthan State Judicial Academy, Jodhpur
4.	Amount of Bid Security	Rs. 30,000/- (Rs. Thirty thousand Only)
5.	RISL Processing fee	Rs. 500/- (Five Hundred only) by bankers cheque, DD in favour of MD, RISL payable at Jaipur
6.	Date and Time of up-loading of BID Document	27/07/2017
7.	Pre bid meeting Date/Time/Place	03/08/2017 at 10.00 a.m. at RSJA
8.	Date and Time of up-loading of Corrigendum in BID Document (if any after pre bid)	04/08/2017
9.	Last Date for submission of BID	14/08/2017 At 05.00 PM RSJA, Jodhpur
10.	Date/Time/Place of opening of Technical Bid	16/08/2017 At 11.30 AM RSJA, Jodhpur
11.	Date/Time/Place of opening of Financial Bid Will be intimated to Technically qualified Bidders	18/08/2017 At 10.30 AM RSJA, Jodhpur

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12.	Websites for downloading Bid Document, Corrigendums/ Addendums etc.	www.eproc.rajasthan.gov.in www.rajasthanjudicialacademy.nic.in
13.	Rajasthan state public procurement portal	http://sppp.raj.nic.in
14.	Contract period	One year from the date of awarding of contract, which is further be extended as per rule by mutual consent.
15.	Validity of Bid	90 days from the date of opening of BID
16.	Performance Security	10% of bid value from successful bidder

Note :- The calculation of estimated value is based on average catering services obtained in last few years. The estimated value does not given any guarantee that RSJA has bound to give order of catering services up to the limit of estimated value.

1. Detail of this bid notification and qualification criteria can also be seen on website www.rajasthanjudicialacademy.nic.in, <http://sppp.raj.nic.in> & www.eproc.rajasthan.gov.in
2. The interested bidders shall have to be enrolled/registered with portal of www.eproc.rajasthan.gov.in & <http://sppp.raj.nic.in> for participating in the bidding process.
3. Before last date of the Bid submission the bidder shall have to submit **bid form fees, bid security and bid processing fees** through DD / Bankers Cheque in the office of RSJA, Jodhpur at Accounts Section, Admn. Block.
4. The bid security/ performance security may be given in the form of a banker's cheque or demand draft or bank guarantee in a specified format of a scheduled bank or deposit through e-GRAS.
5. If for any reason, the date of opening of Technical Bid be a holiday, the same shall be opened at the same time on next working day.
6. The bidder who has downloaded the BID document from procurement portal should submit separate DD along with BID fee Rs.1000/- (One Thousand only) and this should be attached with the fee for BID SECURITY in the Technical Bid of the BID document; else BID document for the bid will not be accepted.
7. RSJA reserves the right to accept / reject any of the BID(s) without assigning any reason whatsoever and shall be final and binding.
8. The Bidders shall have to submit a valid VAT and Service Tax Registration certificate along with latest VAT Clearing Certificate from the concerned Department and the TAN/PAN issued by Income Tax Department.

Nodal Officer
Raj. State Judicial Academy,
Jodhpur

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PROJECT PROFILE

Rajasthan State Judicial Academy (RSJA) has decided to procure catering services for the various training programmes / workshops / seminars / conferences/ round table conferences etc. organized for various stake holders of Justice Delivery System in which Hon'ble Judges of Supreme Court and High Courts, other high dignitaries participate as Resource Persons & participants are Judicial Officers/ Prosecutors / supporting staffs of courts / Advocates etc. The services will be procured in a transparent manner through a competitive bidding process following the procedures stipulated in the Rajasthan Transparency in Public Procurement Act 2012 and Rules thereon. Selected bidder(s) would be required to provide qualitative services matching to the standards of a institution like Judicial Academy.

In this regard, Rajasthan State Judicial Academy, Jodhpur would like to invite bids from qualified Bidders who have experience and ability to serve the institution like Judicial Academy for a period of one year which can be further extendable up to one year by mutual consent of both the parties.

Project Overview

This RFP is being implemented in pursuance of the decision taken by the Hon'ble Working Committee of Rajasthan State Judicial Academy, to procure catering services as per the RTPP Act & rules.

The selected bidder(s) shall be responsible for catering services as per the scope of work during the entire contract period as and when required of the Agreement.

Objective of the project:

The Rajasthan State Judicial Academy is a premier judicial training institution and serves as a platform for various training programmes. RSJA organize various training programmes. During training programmes, catering services are required for Food arrangement of trainees officers and Guest Faculties/Resource Persons.

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Conditions relating to E-Procurement

1. RSJA invites Technical & Financial Bids through e-bid from the eligible bidders for providing Catering service contract at RSJA (RAJASTHAN STATE JUDICIAL ACADEMY CAMPUS), Jodhpur. Bidders should submit the proposal on the website <http://eproc.rajasthan.gov.in>. The first part will consist of Technical Proposal and the second part will consist of Financial Proposal.

2. Bidder is advised to visit the <http://sppp.raj.nic.in> and <http://eproc.rajasthan.gov.in> follow the guidelines for *registration and submission of e-bid for the bid*.

a. It is advised that bidders should submit their bids well in advance of the last date of bid submission. Raj. State Judicial Academy, Jodhpur shall not be liable for any problems faced by the bidder during submission at the last moment. Extension of deadline/ permission to include bids not submitted on the website because of above mentioned reasons will not be considered.

b. Bidders should register on the site <http://eproc.rajasthan.gov.in>, <http://sppp.raj.nic.in> and follow the process prescribed for e-bidding. Bid should be submitted online. Offline submitted bids will not be considered for evaluation and will be rejected.

c. Bidders need to have a valid class 2 or class 3 digital signature certificates to participate in the e-bidding process.

d. Bidders need to digitally sign all the documents submitted as a part of their bid.

e. RSJA will not be responsible for the rejection of bids in case of non compliance to e-bidding process.

f. Bidders need to upload all the required documents mentioned in the bid document.

g. Any corrigendum will be published on the website <http://eproc.rajasthan.gov.in> & <http://sppp.raj.nic.in> and will be a part of this bid. Bidders should look on this website regularly for updates, details related to the bid.

h. Bids shall be opened online however bidder either himself or may authorize any person to attend the bid opening at the Raj. State Judicial Academy, Jodhpur office. Absence of bidder or representative shall not impair legality of the opening procedure.

i. Bidders should submit their Bid security, bid document fee and e-bid processing fee (as given in NIB). **Bidders should be careful while uploading the necessary documents on the website. Documents related to technical bid shall only be uploaded in the technical bid and the necessary documents related to financial bids shall be uploaded in the financial bid.**

j. For filling financial bid refer to instructions for filling Financial Bid in e-bidding portal given in the Financial Bid format.

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General conditions of Bid Form

1. Complete bid document shall be published on the websites <http://rajasthanjudicialacademy.nic.in>, <http://sppp.raj.nic.in> and <http://eproc.rajasthan.gov.in> for the purpose of downloading. The downloaded final bid document shall only be considered valid for participation in the bid process, subject to submission of required documents.
2. Bid document fee shall be Rs 1000/- in form of cash or demand draft or banker's cheque in the favour of Director RAJASTHAN STATE JUDICIAL ACADEMY. E-bid processing fee shall be Rs. 500 /- in form of demand draft or banker's cheque in favour of **The Managing Director, RISL** payable at Jaipur.
3. **Please note that a Pre-Bid meeting of prospective bidders will be held as given in NIB. The objective of this meeting is to address queries of the prospective bidders related to the Bid document.**
4. All the communication/ correspondence including the bid document (Technical and Financial Bid) should be signed digitally and stamped on each page by the designated authorized representative of the bidder.
5. The Technical Bid shall be opened on the date prescribed in NIB in the presence of the designated representatives of the bidder. The qualifying bids after the Technical evaluation process shall only be considered for further evaluation of Financial Bid. The Financial bid shall be opened in the presence of the technically qualified bidders/ designated representatives on separate date and time that will be intimated later to all the technically qualified bidders.
6. No contractual obligation whatsoever shall arise from the bidding process unless and until a formal contract is signed and executed between the bidding authority and the successful bidder.
7. RTPP Act-2012 & Rules-2013 along with GF&AR shall prevail.
8. No request for transfer of any previous deposit of Bid Security or Performance Security or adjustment against any pending bill held by the Raj. State Judicial Academy, Jodhpur in respect of any previous work will be entertained.
9. Bids will not be considered without bid form fee, Processing fees and bid security amount.
10. Rate shall be written both in words and figures. There should not be errors and over-writings/corrections, if any, should be made clearly and initial with dates, if there is a discrepancy between words and figures in financial bid, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the provisions of rule 64 in Rajasthan Transparency in Public Procurement Rule 2013
11. Amount of Bid quoted is inclusive of all Statutory taxes, levies, charges, amount for contribution towards employees PF, ESI & Service tax TDS etc. and it also includes any other legal liabilities which may be in force at present or may arise in future. Nothing will be paid extra by the Raj. State Judicial Academy, Jodhpur in addition to the above quoted bid amount.

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12. Bid shall be valid for 90 days. Validity of bid may be extended as per Rajasthan transparency in public procurement Act and Rules. On extension of time period of bid the time period of demand draft for bid security shall also be extended accordingly.

13. The bidder shall furnish the following documents at the time of execution of agreement:-

- a) Attested copy of Partnership Deed in case of Partnership Firms.
- b) Registration Number and year of registration in case partnership firm is registered with Registrar of Firms.
- c) Address of residence and office, telephone numbers in case of sole Proprietorship.
- d) Registration issued by Registrar of Companies in case of Company.
- e) Qualification of bidders.-

14.

a. The procuring entity shall disqualify a bidder if it finds at any time that - 1) The information submitted concerning the qualifications of the bidder was false or constituted a misrepresentation or

2) The information submitted concerning the qualifications of the bidder was materially inaccurate or incomplete

b. The procuring entity may require a bidder who was pre-qualified to demonstrate its qualifications again in accordance with the same criteria used to prequalify such bidder. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity.

c. Any bidder debarred under section 46 of RTPP Act, 2012 shall not be eligible to participate in any procurement process.

15. Changes in the bidding document -

At any time prior to the deadline for presenting bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the Bidding documents by issuing an addendum in accordance with provisions of section 23 of RTPP Act- 2012 .

16. Validity of bids -

a. The validity of bids would be 90 days. It may be extended by mutual consent of both parties. Validity of demand draft will be extended accordingly.

b. Prior to the expiry of the period of validity of bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of bid but in such circumstances bid security shall not be forfeited.

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c. Bidders that agree to an extension of the period of validity of their bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids.

d. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its bid.

17. Clarification of bids.-

a. To assist in the examination, evaluation, comparison and qualification of the bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its bid. The committee's request for clarification and the response of the bidder shall be in writing. If a bidder does not provide clarifications of its bid by the date and time set by the Raj. State Judicial Academy, Jodhpur, their bid may be rejected.

b. Any clarification submitted by a bidder with regard to its bid that is not in response to a request by the committee shall not be considered.

c. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial bids.

d. No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission responsive shall be sought, offered or permitted.

e. All communications generated under this rule shall be included in the record of the procurement proceedings.

18. The Procuring entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the bidders. Reasons for doing so shall be recorded in writing.

a. Any change in the constitution of the firm etc. shall be notified forthwith by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm etc. from any liability under the contract.

b. No new partner/partners shall be accepted in the firm by the contractor in respect of the contract unless he/they agree to abide by all its terms, conditions and deposit with the procuring entity a written agreement to this effect. The contractor's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient to discharge for any of the purpose of the contract.

19. Direct indirect canvassing on the part of the Bidder or his representative will be a disqualification.

20. **Recoveries** of liquidated damages and other types, if any, shall ordinarily be made from bills and from his dues and security deposit available with the department. In case recovery is not possible, recourse will be taken under Rajasthan PDR Act or any other law in force.

21. If a Bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his tender is liable to summary rejection. In any case none

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of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the Procuring entity.

22. Final evaluation shall be done on the basis of the most advantageous & lowest bidder. In case of receiving different lowest rate in different menus by different bidders, L-1 will be decided on the average of total rates of all the menu.

23. The successful bidder will have to commence the services within 7 days of the award of the contract or from the date prescribed by the institute in this regard.

24. Bidder shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the Bidder fails to observe and comply with the stipulations made herein or back out after quoting the rates, the BID SECURITY will be forfeited.

25. All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with Bid Security of requisite amount/format, or any other requirements, stipulated in the BID documents are liable to be rejected.

26. After opening of Technical bid and verifying the Bid Security amount, the technical bids shall be evaluated later on to ensure that, the bidders meet the eligibility criteria as specified in the Bid document.

27. The successful bidder shall enter into contract and the authorized signatory shall execute and sign the contract agreement in accordance with the articles of agreement and general conditions and provisions contained in the Bid document before commencement of service.

28. Financial bid will be opened for the qualified technical bidders.

29. If the bidder fails to perform as per the terms and conditions of the bid, the firm shall be imposed with the penalty as deemed fit by the institute. If the bidder does not deposit the penalty, the firm shall be liable to be penalised as per the provisions of the PDR Act.

30. Bid security.-

a. Bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of procurement. Every bidder if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bid. In lieu of bid security, a bid securing declaration shall be taken from Departments' of the State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.

b. Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.

c. The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank or deposit through eGRAS. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.

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d. The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank.

e. The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.

f. The Bid security taken from a bidder shall be forfeited in the following cases, namely:-

I. when the bidder withdraws or modifies its bid after opening of bids;

II. when the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period;

III. when the bidder fails to commence the supply of the goods or service or execute work as per supply/work order within the time specified;

IV. when the bidder does not deposit the performance security within specified period after the supply/work order is placed; and if the bidder breaches any provision of code of integrity prescribed for bidders specified in the RTPP Act & RTPP Rules

31. Performance security.-

a. The amount of performance security shall be **10% (ten percent)**, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of services.

b. Performance security shall be furnished in any one of the following forms-

I. deposit through eGRAS;

II. Bank Draft or Banker's Cheque of a scheduled bank;

III. National Savings Certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;

IV. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank.

V. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 for bid security;

VI. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity.

VII. On account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the Fixed Deposit Receipt that the bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

c. Performance security furnished in the form specified in clause (b) to (e) of sub-rule (3) shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

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d. The Performance security taken from a bidder shall be forfeited according to RTPP Rules / GF&AR Rules.

32. An agreement on non-judicial stamp paper of prescribed amount (0.25% of tender cost or 15,000/- maximum) as per rules is to be signed by the bidder and Raj. State Judicial Academy, Jodhpur according to RTPP Rules / GF&AR Rules.

33. Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorized Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period of 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the RSJA in accordance with the provisions of the Arbitration and Reconciliation Act 1996 and rules made there under including any modifications, amendments and future enactments thereto. The jurisdiction for the Arbitration will be Jodhpur and the decision of the arbitrator shall be final and binding on both parties.

34. Any notice given by one party to the other pursuant to this contract shall be sent in writing to the concerned Party at the address as mentioned in the contract. Tenders are not transferable.

35. **SERVICE TAX** - The responsibility of payment of Service Tax lies with the Service Provider only. The Bidder shall also furnish copy/Challan of paid Service Tax, wherever Service Tax is applicable.

36. COMPLIANCE OF VARIOUS LABOUR & INDUSTRIAL LAWS:

a. The contractor's firm/concern should be an independent establishment having its own registration for Provident Fund Account Numbers with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Funds & Misc. Provisions Act 1952. It shall be obligatory on the part of the contractor to submit along with their monthly bills a copy of challan in proof of the payment of PF contribution (Employer and Employees) alongwith the detailed status submitted to RPFC showing the name of contractor's employees and the amount remitted in respect of such employees. All incidental expenses such as Administrative charges etc. shall be the contractor's liability.

b. It shall be the sole liability of the contractor (including the Contracting firm/company) to obtain and to abide by all necessary certificates/ licenses/ permissions from the concerned authorities as provided under the various labour legislation's including the Labour License obtained as per the provisions of the Contract Labour (Regulation & Abolition) Act, 1970. No work shall be allowed to start without a proper Labour License, if applicable. License should be obtained for maximum number of labours to be deployed on any one day.

The agency shall not pay to the persons engaged by him less than the minimum wages as approved under Minimum Wages Act 1948. The entire responsibility of payment as per Minimum Wages Act shall be of the contractor.

c. The contractor shall discharge obligations as provided under various applicable statutory enactment's including the Employees Provident Fund & Miscellaneous

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Provision Act, 1952, the Employees State Insurance (ESI) Act, 1948, the Contract Labour (Regulation and Abolition) Act, 1970, the Inter-state Migrant workmen (Regulation of employment & conditions of Service) Act, 1979, the Minimum Wages Act, 1948, the payment of Wages Act, 1936, the Workmen's Compensation Act, 1923, and other relevant Acts, Rules and Regulations enforced from time to time. The contractor shall be liable for all payments etc. arising out of enforcement of the said legislature. Further, the contractor should maintain records etc. as required under the Legislature and produce the same for inspection whenever asked for.

d. The contractor shall be responsible for providing leave with wages/compensatory holidays as per the relevant Act applicable.

e. The contractor shall ensure payment of Bonus to its employees under payment of Bonus Act 1965, which shall in no case will be less than the minimum Bonus prescribed under the Act from time to time.

f. The contractor shall be responsible for required contributions towards P.F., Pension, ESI or any other statutory payments to be made in respect of the contract and the personnel employed for rendering service to Raj. State Judicial Academy, Jodhpur and shall deposit these amounts on or before the prescribed dates.

37. For enforcement of awards or any other litigation, Court/Tribunal at Jodhpur will have jurisdiction.

Date :

Place :

Yours sincerely,

Authorized Signatory
Full Name and Designation
Stamp of the Agency:

RAJASTHAN STATE JUDICIAL ACADEMY

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Near Jhalamand Circle, Old Pali Road, Jodhpur - 342 013

Phone : 0291-2720107, 2720787 & 2720788, Fax :- 2720108

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TECHNICAL BID SUBMISSION FORM

Letter of Bid

(To be printed on Bidder's letterhead)

To
The Director,
Rajasthan State Judicial Academy,
Jaipur.

Ref: Invitation for Bid in respect of BID Notice dated.....

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents.
2. We offer to execute in conformity with the bid Document for "**CATERING SERVICES at Rajasthan State Judicial Academy, Jodhpur**".
3. Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
5. We also accept all the terms and conditions of this bidding document and undertake to abide by them; including the condition that Raj. State Judicial Academy, Jodhpur is not bound to accept highest Ranked bid / lowest bid or any other bid that Raj. State Judicial Academy, Jodhpur may receive.
6. This is to certify that I/we before signing this BID have read and fully understood all the terms and conditions contained herein and undertake myself to abide by them.

There would be no increase in the rates during the contract period except for provision made under the terms and conditions.

Note:

1. All the Equipments, water cooler and water purifier, utensils, raw material, other required materials shall be provided by the concerned agency(Name-----
---) as per the requirement for catering services. This variable cost should be included in the financial bid value.

2. **The human resources (Workers) shall be provided by the bidder in sufficient/adequate numbers, such that the Work/Services are not hindered/suffered.**

Date:

Place:

Yours sincerely,
Authorized Signatory
Full Name and Designation
Stamp of the Agency:

RAJASTHAN STATE JUDICIAL ACADEMY

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Near Jhalamand Circle, Old Pali Road, Jodhpur - 342 013

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Email : rsjadir-jod-rj@nic.in Website: rajasthanjudicialacademy.nic.in

Particular Details of Bidders Representative

1. Name of the Contact person.....
2. Designation.....
3. Phone No.
4. Mobile No.
5. E-Mail ID.

UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract and period of extension,
3. I/We give the rights to the Director, Raj. State Judicial Academy, Jodhpur to forfeit the Bid Security /Performance Security by me/us in case of breach of conditions of Contract.
4. I hereby undertake to provide the Catering services at Raj. State Judicial Academy, Jodhpur campus and different buildings (Officers Hostel, Guest House and other places with the Raj. State Judicial Academy, Jodhpur Campus) whichever is applicable, as per the provisions in the BID document/contract agreement.

Date:

Place:

Yours sincerely,

Authorized Signatory
Full Name and Designation
Stamp of the Agency:

RAJASTHAN STATE JUDICIAL ACADEMY

17

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Phone : 0291-2720107, 2720787 & 2720788, Fax :- 2720108

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Bidders Terms & Conditions for catering services **Bidders Eligibility Criteria**

1. Bidder having minimum 2 years (2015-16, 2016-17) satisfactory experience (Enclose experience certificates compulsorily) of providing catering services in a Government Department, Corporations, Boards and other Semi Government organization / institute of Central and State Government, 3 to 5 star hotels, Restaurants, Canteens of reputed institutions, Colleges and Universities where regular catering services are being rendered.
2. Catering service Firms with turnover of total Rs. 7,50,000/- (Rs. Seven lakhs Fifty thousand only) during the last three years (2015-16, 2016-17). The Firms shall enclose a CA certified certificate / balance sheet as a documentary proof of their turnover.
3. The Bidders must be registered with EPF Department, ESI Department and must have PAN. The bidder should have a license also under Contract Labour (Regulation & Abolition) Act — 1970, if applicable.
4. The Bidders must have authenticated documents (Challans) of EPF Department, ESI Department for each of the three last Month.
5. The bidder must be registered with Sales Tax Department/GST with valid Registration Certificate and shall attach latest Sales Tax Clearance Certificate.
6. The bidder shall submit valid License from food department / Nagar Nigam for providing Catering Services.
7. The Bidder shall submit valid Service Tax Registration number along with Technical Bid.
8. LANGUAGE OF BID: ENGLISH / HINDI

Yours sincerely,

Authorized Signatory
Full Name and Designation
Stamp of the Agency:

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Terms & Conditions and Requirements for Catering Services at, RSJA, Jodhpur

1. **Amount of Rs. 500/- (Five hundred only) per day shall be deposited** by the caterer in the Accounts Section of RSJA for using Electricity and water and Mess (kitchen) of RSJA and other facilities.

2. Plates, Cups, Tumblers and Spoons and other all utensils for cooking and serving food will be provided by the Firm/Contractor. All utensils shall be used after the approval by committee constituted by the Director.

3. The Caterer shall use deep freezer compulsorily in the kitchen for the purpose of storage. Along with commercial bread toaster, juicer shall also be used compulsorily in the kitchen so that crispy toast and fresh juice can be served during breakfast to the trainees/officers.

4. Water will be Provided by Raj. State Judicial Academy, Jodhpur for cooking purpose. However, usage shall be judicious and any wastage will attract extra charges.

6. The Institute shall provide electricity to the Caterer for the exclusive purpose of running the dining facilities.

7. The Caterer shall use only branded raw materials and best quality for preparing the food. The authorized officers/official of RSJA will check all material brought to the mess as well as Cooking practices. In the event of the quality of the food being served is found poor or not adhering to the contractual conditions of the agreement, the Institute will then be free to impose monetary fine/penalty - as deemed fit on the caterer.

I. At the first instance Rs. 5,000/-

II. At the second instance Rs. 10,000/-

III. At the third instance Rs. 20,000/-

IV. At the fourth instance the contract will be terminated or any other additional penalty shall be imposed. Director, Raj. State Judicial Academy, Jodhpur will take the final decision in such matters.

8. Morning Tea, Breakfast, Lunch, Evening Snacks, Tea/Coffee, Hi-Tea, Dinner and milk items need to be served as per the basic menu specified in the Bid Document, in case of non compliance, monetary penalty of Rs. 1,000/- per instance shall be imposed on the caterer.

9. Procurement of best quality provisions, Fruits, Vegetables, Milk, etc. preferably Agmark. During inspection, any rotten or below standard edible material is found, it will be destroyed on the spot by the competent officer and monetary penalty of Rs. 1,000/- per instance shall be imposed on the caterer.

10. The meal should compulsorily be served fresh and hot and all the serving dongas should always be filled with fire fuel to serve hot food every time. If this provision is violated, penalty will be imposed according to the point number 12 of this section.

11. It will be responsibility of the firm to keep the kitchen neat and clean and for this purpose; it has to employ sufficient number of workers. If proper cleanliness is not found on any day, the fine of Rs. 1000/- will be imposed on the firm each time.

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12. Depending on the number of trainees/probationers, adequate quantity of food to be prepared each time. Any instance of non compliance or on complaint of inadequacy/insufficiency of food being served, penalty of Rs. 1,000/- per complaint will be imposed on the caterer each time.

13. Basmati rice must be used for meal as it holds major portion of meals every day. Any instance of non-compliance will lead to imposition of penalty of Rs. 1,000/- per complaint will be imposed on the caterer each time.

14. The Caterer shall be responsible for the proper conduct/behaviour of the employees engaged. If the conduct of the employees is not found proper in the mess and any instance of misconduct is brought to the notice of the Raj. State Judicial Academy authorities, a penalty of Rs. 500/- per complaint will be imposed on the caterer/firm.

15. Institute will inform the caterer in advance about the absence / outside tour of Trainee, for non service, non preparation of food. No payment will be made for such trainees. The institute will not be responsible if any prepared food is wasted and the caterer must arrange to send such prepared food to any needy/required place so that optimum use of the prepared food could be taken. In no case the left over vegetables and other food items, gravy and the prepared food shall be allowed to be used for next immediate meal or the next day, if it happens, penalty of Rs. 1,000/- per complaint will be imposed on the caterer each time.

16. Institute will inform in advance about the training courses to the Bidder. Afterwards it will be duty of the firm to a day before to know the possible number of trainee coming in the course. Though the exact number of trainees will be informed on the day of the beginning of the course.

17. Non service, poor service adulteration, service of bad quality of food would result in deduction of payment and could lead to imposition of penalty of Rs. 1,000/- per complaint will be imposed on the caterer each time.

18. The firm shall not be allowed to use the kitchen for any commercial use or to sublet it. The food or any other item prepared in the hostel kitchen will not be allowed for sale outside, if this provision is violated, the firm will be put in the black list.

19. Smoking and Consumption/ Distribution of Alcohol and tobacco shall be strictly prohibited. If any worker of the caterer found guilty, penalty of Rs. 1,000/- per complaint will be imposed on the caterer each time.

20. If the arrangement of meals like timing, Number of items, Quality, etc is not found satisfactory then if necessary, the institute in such situation will carry out make shift arrangement through outer agency and the expenses will be borne/paid by caterer.

21. The Caterer should be solely responsible for the arrangements of gas refills and their safety and supply of Gas/Fuel from his own resources.

The caterer will always use commercial cylinders only. Arrangement of good quality utensils, bone china crockery, and other recourses for making and serving food will be the responsibility of the caterer. Nothing will be provided by the institute on this account.

22. The Caterer shall provide catering services as given in the menu and as per direction of competent authorities of RSJA. The cost would include fuel cost, procurement of grains, pulses, spices and vegetables of good quality and other items. Further, the cost

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of these raw materials shall be inclusive of loading and unloading, transportation, statutory taxes including service tax, duties and all other levies for which no additional cost is payable or reimbursable by the Institute.

23. Cleaning cooking utensils and crockery & keeping the mess premises clean and hygienic will be the responsibility of the Caterer.

24. Staff employed should wear aprons along with a name tag, head cap/chefs cap during preparation of food, gloves during serving compulsorily. Waiters of the firm will always wear uniform with photo id card around the neck. All such expenses will be borne by the caterer.

25. The caterer shall not serve food at any other place other than in the designated dining area. But on some occasion, according to the requirement of any training course, workshop, seminar etc, Caterer may be required to serve anywhere in the RAJASTHAN STATE JUDICIAL ACADEMY campus as per directions of the competent authority at the same price/bid document price.

26. The firm will follow labour and employment department rules. The responsibility along with financial accountability or any fine for violation of any legal provision will be borne completely of the firm. If the institute is held responsible by any authority or court of law in such matters, all the expenses will be made/paid by the firm.

27. Institute will provide tables, chairs to the firm in the dining area. It shall be the responsibility of the firm to keep the furniture neat and clean and on its designated place. The firm will be responsible for any breakage and loss of the furniture. Any damage to the furniture will be recovered by the firm and to also repair the broken furniture immediately. The firm will provide frill, chair cover, table cover with plastic covers for which institute will not pay any amount. If the meal is to be served at other location within the premises such as Academic block or any where else tables/ chairs and other tent material be provided by the caterer for which no additional payment will be made.

28. The time table for catering services should be followed by the caterer with an extra grace period of 15 minutes in order to keep provision for trainees who may arrive late in the mess for any reason whatsoever.

29. The caterer will have to prepare food, breakfast, tea even for one or two trainees residing in the hostel. Caterer cannot refuse to prepare food on the pretext that any minimum number of trainees are required for preparation of food. It need to be served on all days including Gazetted holidays i.e. Sunday.

30. Adequate cold mineral water bottles to be stored by the contractor in the mess kitchen for providing on demand.

31. Tandoori, Naan to be provided as and when required.

32. Proper, systematic, professional, hygienic arrangement of Hi-Tea, Tea-Biscuits by the caterer at places specified by the Director.

33. If any additional milk, tea etc is demanded during training period by the trainees, the same will have to be arranged instantly by the caterer to be reimbursed/paid by the trainee himself.

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34. Sabudane ki khichdi, sagahari namkeen, fruit, milk, Khichdi, Dalia etc shall have to be arranged for the trainees staying on fast or in the case of sickness. Packed lunch should also be provided according to the requirement of training courses.

35. Separate provision/items must be kept for diabetic/blood pressure suffering trainees/officers during meals so as to ensure flawless availability of food items for each/all trainees.

36. Baked vegetable, potato finger chips, egg curry etc shall have to be prepared compulsorily for international trainees/foreigners/specified courses.

37. The Caterer shall not make or permit any construction or structural alteration of additional fitting inside the premises of the work place without prior written approval of the authorities.

38. The Caterer shall vacate the leased premises with all fixtures, furniture etc. which are the Institute's Property in the conditions as they were handed over to him. Any damage of the property is liable to be recovered from him. The firm will be completely responsible, If Municipal Corporation, Jodhpur and any other Government Department / Corporation imposes any penalty for any negligence.

39. Staff strength in each category of cooks, helpers should be such as to ensure flawless service.

40. Caterer will be informed on telephone/mobile for emergency food arrangement hence the caterer must have his own telephone/mobile available for 24 hours. The mobile numbers of supervisor/supervisors taking care of the catering arrangements shall be provided to the authorities.

41. The employees cannot reside in the place of work except to the extent necessary for their duty in respect of the functioning of the dining facility.

42. Employment of child labour (Below the age of 18 year) is totally prohibited. It is the responsibility of the Caterer to comply with all formalities of labour Laws including obtaining necessary labour license.

43. The Caterer is solely responsible for the payment of minimum wages for their employees as per of the Government of Rajasthan norms and towards P.F. and E.S.I. The record of duty hours and pay structure should be maintained as per rules for inspection by authorized government personnel and Rajasthan State Judicial Academy meeting statutory and non — statutory obligations.

44. The caterer will always keep the kitchen neat and clean after reparation of food. The contractor shall remove garbage from kitchen and dining hall etc. daily at his own cost and dump off at specified place according to the norms of municipal corporation, Jaipur

45. Any stale and / or rejected raw material shall be removed from Rajasthan State Judicial Academy's premises immediately by the Contractor. The wastage shall be thrown/removed within 2 days outside the institute to the specified place.

46. Raw material/kitchen material will not be transported in any situation through reception area. For this purpose, a separate door has been constructed behind the main kitchen.

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47. The caterer will have to arrange preparation of breakfast, lunch, dinner, hi-tea etc. at the guest house and cottage premises during seminars, workshops, training courses, VIP programmes and during stay of trainees/officers.

48. Authorities of RSJA will taste the food to keep a check on the quality of food being prepared and supplied. No charges will be paid to the Contractor in this regard.

49. The Authorized person/persons of Rajasthan State Judicial Academy shall have unrestricted entry in the premises at any time to inspect the up keep of kitchen, dining place, etc.

50. The caterer will arrange on its own the control of entry of unauthorized person during breakfast, lunch, evening tea, dinner and if necessary, CCTV cameras can also be installed. In this system if there will be any instance of any mis-behaviour with any trainee or Rajasthan State Judicial Academy officer/officials then the caterer will have to obey the decision of the institute.

51. All the Rules & Regulations regarding hygiene, health etc. issued by the State Municipal Corporation and any other authority shall be strictly adhered to by the Contractor. The contractor will be required to indemnify the Institute against any loss or damage on this score.

52. Good quality steel/melamine ware crockery will be used by the contractor for service of Cooked food to the Trainee from his own resources. Good quality of Bone China Crockery will be used for service of food to the Trainees/delegates/ guest. Institute will not provide any type of crockery for service of food.

53. Bidder shall have to submit identification proof of all workers to concerned police station and the copy for information be submitted to Raj. State Judicial Academy.

54. Approved Bid rates will be applicable for providing food for trainees & delegates at Raj. State Judicial Academy on per person, per meal basis.

55. Raj. State Judicial Academy can take sample of food etc through authorized person/officer and get tested in any government laboratory or through National Accreditation Board for Testing and Calibration Laboratories (NABL). Such testing charges shall be borne by the Raj. State Judicial Academy if sample food is found as per quality and hygiene. Otherwise testing charges shall be borne by caterer and such food and raw materials shall be destroyed and becomes liable to action against the caterer as per the contract/agreement.

I, undersigned have read the terms and conditions carefully and undertake to provide the catering services as per the provisions in the Bid document/contract agreement.

Yours sincerely,

Authorized Signatory
Full Name and Designation
Stamp of the Agency

RAJASTHAN STATE JUDICIAL ACADEMY

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TECHNICAL BID DOCUMENT FOR CATERING SERVICES AT RSJA

Mandatory details to be provided with seal & signature else BID will be rejected Summarily.

S. No.	Particulars	Remark
1	Name of the Bidder/Firm, Office Address, Telephone No., Fax No., Mobile No., E-mail (Please attach registration certificate of Firm)	Copies shall be enclosed
2	Name and Designation of Authorized Signatory EPF Registration No. Document of Monthly Return submitted for the last two months.	Copies shall be enclosed
3	ESI Registration No., if applicable Copies shall be enclosed	Copies shall be enclosed
4	Income Tax PAN/TAN (with date) Copies shall be enclosed	
5	VAT Registration Certificate including Latest VAT Clearance Certificate	
6	Present Employers certificate	Copies shall be enclosed
7	Duly authenticated Experience certificate from existing Employer/past employer should be enclosed of last 3 year(2014-15, 2015-16 & 2016-17)	Copies shall be enclosed
8	Income Tax Return for the last 3 years (2014-15, 2015-16 & 2016-17)	Copies shall be enclosed
9	. Main clients at present (Name, Address, Tel. No.) (please enclose separate sheet.)	
10	Service Tax Ragistration Certificate	Copy shall be enclosed
11	Details of Bank Turnover or CA certified Balance sheet of the last 3 years (with documentary proof)	2014-15 Rs. 2015-16 Rs. 2016-17 Rs.
12	Valid licence from Municipal Department/ Medical and Health Department (Attach Licence copy)	Valid up to
13	DD/ Bankers Cheque for Rs. 30,000/- for BID SECURITY and Rs. 1000/- Bid Document fee, in favour of Director, Raj. State Judicial Academy, payable at Jodhpur and RISL processing fee Rs. 500/- in favour of MD, RISL Jaipur	Shall be attached

Note : All the bid documents form need to be duly signed with seal. If signature & stamp in any of the documents found missing, the bidder shall communicate the same for acceptance.

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Description of instruments to be used in Mess/Kitchen services :-

Sr. No.	Name of instrument along with brand name	Purpose/use of instrument	Purchase year	No. of instruments

Verification :

I verify that all the details furnished above are true and correct to the best of my knowledge and belief. I understand that in case of furnishing of any false information or suppression of any material information, the bid shall be liable for rejection besides initiation of penal proceedings by the Raj. State Judicial Academy, Jodhpur, if it deems fit.

Date :

Place:

Yours sincerely,

Authorized Signatory
Full Name and Designation
Stamp of the Agency:

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FINANCIAL BID DOCUMENT FOR CATERING SERVICES IN RSJA

<u>Menu</u>	<u>Approx. rate</u>	<u>Rate given by bidder</u>
<u>MENU NO.01 (VEGITARIAN MENU) :</u> 1. Soup (Veg./Sweet Corn/Mushroom/Tomato) 2. Paneer (Palak/Mattar/Shahi/Butter Masala/Pasanda/Kadahi/Chilly/Navratan Korma) 3. One Seasonal Vegetable 4. Dal/Rajma/Chola/Kadhi 5. Rice/Zeera Rice/Pulao 6. Raita (Bathua/Kakri/Louki/fruit) 7. Green Salad with Lemon/sprout salad 8. Fried Papad/Plain Papad/Roasted Masala Papad, Achar 9. Roti (Tandoori/Missi/Tawa/Naan) 10. Sweet (Limited) 11. Ice Cream (Limited) 12. Sonf & crystal Sugar	Rs. 275.00	Cost per person per meal Rs./-
<u>MENU NO.02 (VEGITARIAN MENU) :-</u> 1. Soup (Veg./Sweet Corn/Mushroom/Tomato) 2. Paneer (Palak/Mattar/Shahi/Butter Masala/Pasanda/Kadahi/Chilly/Navratan Korma) 3. One Seasonal Vegetable 4. Dal/Rajma/Chola/Kadhi 5. Rice/Zeera Rice/Pulao 6. Raita (Bathua/Kakri/Louki/fruit) 7. Green Salad with Lemon/sprout salad 8. Fried Papad/Plain Papad/Roasted Masala Papad, Achar 9. Roti (Tandoori/Missi/Tawa/Naan) 10. Sweet (un-limited) 11. Ice Cream (un-limited) 12. Sonf & crystal Sugar	Rs. 300.00	Cost per person per meal Rs./-
<u>MENU NO.03 (VEG - NON-VEG. MENU) :-</u> 1. Soup- Veg. (one) as directed by RSJA 2. Soup Non Veg (one) 3. Paneer (Palak/Mattar/Shahi/Butter Masala/Pasanda/Kadahi/Chilly/Navratan Korma) 4. One Seasonal Vegetable 5. Dal/Rajma/Chola/Kadhi 6. Non-veg (Gravy Chicken / Mutton) 7. Rice/Zeera Rice/Mix Vegetable Pulao/Veg Biryani 8. Raita (Boondi/Bathua/Kakri/Louki) 9. Green Salad with Lemon/sprout salad 10. Roti (Tandoori/Missi/Tawa/Naan Butter) 11. Fried Papad/Plain Papad/Roasted Masala Papad 12. Sweet / Ice Cream 13. Sonf & crystal Sugar	Rs. 450.00	

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14. Water bottle 200ml		
<u>MENU NO.04 (NON-VEGITARIAN MENU) :-</u> 1. Gravy Chicken(Shahi/Masala/Tandoori/Stew/Chilly Or Mutton (Rogan josh/Masala/Korma/Stew) 2. Rice/Zeera Rice/Mix Vegetable Pulao/Veg Biryani/Shahi Kandhari Pulao 3. Raita (Boondi/Bathua/Kakri/Louki) 4. Green Salad with Lemon/sprout salad 5. Roti (Tandoori/Missi/Tawa/Naan Butter 6. Fried Papad/Plain Papad/Roasted Masala Papad 7. Sweet / Ice Cream 8. Soup (Chicken/Mutton) 9. Sonf & crystal Sugar 10. Water bottle 200ml	Rs. 400.00	Cost per person per meal Rs./-
<u>MENU NO.05 (VEGITARIAN MENU) :-</u> 1. One rich vegetable 2. One Seasonal Vegetable 3. Dal/Rajma/Chola/Kadhi 4. Rice/Zeera Rice/Pulao 5. Raita (Boondi/Bathua/Kakri/Louki/fruit) 6. Salad with Lemon 7. Fried Papad/Plain Papad/Roasted Masala Papad, Achar 8. Roti (Tandoori/Missi/Tawa) 9. Sweet (one pc.) 10. Sonf & Crystal Sugar	Rs. 200.00	Cost per person per meal Rs./-
<u>MENU NO.06 (VEGITARIAN MENU) PACK LUNCH :-</u> 1. Poori (08)/Parantha (04) 2. Sabji Dry (Two type) + 3. Achar (Mixed), Pulao, Dahi, Sweet (one)	Rs. 120.00	Cost per person per meal Rs./-
<u>MENU NO.07 BREAKFAST :-</u> 1. Cornflakes/Wheat flakes with milk (hot or cold) 2. Fresh fruits 3. Eggs (Boiled/Scrambled/Omelette) 4. Slices of plain bread (White /Brown) & toasted, Jam, Butter & preservers of Kissan/Amul/ Mothers Dairy / 5. Idli-sambhar or Dosa or Stuffed paratha or Chole Bhaturrey or Wada-Sambhar or Dahi Paratha 6. Tea/Coffee/Milk- Bournvita/Horlicks/Equivalent	Rs. 160.00	Cost per person per meal Rs./-
<u>MENU NO.08 :- Hi-Tea</u> 1- Samosa/Kachori/Sandwich (One Pcs) 2- Sweet Mawa (One Pcs) 3- Biscuits (Two) 4- Wafers	Rs. 50.00	Cost per person per meal Rs./-

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5- Tea , Coffee		
MENU NO.09 :- High Tea a) Paneer/Vegetable Pakora, (Five Pcs per person) b) Khaman (Limited) c) KajuKatli (Two Pcs) d) Cookies (Two) e) Wafers` f) Tea, Coffee or Lassi or Soft Drink	Rs. 100.00	Cost per person per meal Rs./-
MENU NO.10 :- High Tea 1- Pastry (Black Forest or Pineapple or Chocolate or Butter Scotch) 2- Veg Pakoda (Paneer/Cheese) or Kachori or Samosa or Veg Cutlet or fried Snacks 3- Biscuits (Bakery/Monaco/Parle/Krack Jack/Sunfeast) or Wafers (branded) with different flavours. 4- Patties and Cakes 5- Tea/Coffee (Nescafe) 1- Cold Drinks 2- Roasted dry fruits such as Cashew & Almonds	Rs. 300.00	Cost per person per meal Rs./-
MENU NO.11 :- Tea/Coffee with biscuits 1- Biscuits (Four) 2- Tea, Coffee	Rs. 14.00	Cost per person per meal Rs./-
MENU NO.12 :- Special Lunch / Dinner 1. Veg Soup-Hot & Sour, Sweet Corn, Clear, Tomato, Mushroom, Vegetable 2. Non-Veg Soup- Chicken etc 3. Starters: Veg- Hara bhara kabab, Roasted Paneer, Paneer 4. Tikka, Spring Roll etc 5. Starters: Non-Veg- Chicken Tikka (Boneless), Chicken 6. Kabab, Fish Tikka (Boneless) etc. 7. Rice- Plain or Jeera or Pulao 8. Roti-Plain Tawa or Tandoori or Naan 9. Two Non-Veg item (chicken,Mutton,Fish,Prawn,Eggs) 10. Green Salad and Sprouts 11. Daal fry/Daal Makhani 12. 1 item of Paneer with gravy 13. 1 Vegetable dry 14. 1 Live vegetable (tawa sabji) 15. Plain curd or Raita 16. Pickles & Papad 17. Sufficient quantity of Fresh Seasonal Fruits of excellent quality. 18. Sweet / Ice Cream/Pudding 19. Saunf & Mishri	Rs. 700.00	Cost per person per meal Rs./-

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Note: -

1. All quoted rates shall be inclusive of all taxes and levies.
2. **Only one Bid value** shall be quoted and it shall not be bifurcated in any manner.

Declaration:

1. This is to certify that I/we before signing this BID have read and fully understood all the terms and conditions contained herein and undertake myself to abide by them. Enclose a copy of the latest Government Order on minimum wages. There would no increase in the rates during the contract period except for provision made under the terms and conditions.

2. This is to certify that I/We are the bonafide firm for this particular work/service. If my declaration is found incorrect then my Performance security/Bid security may be forfeited and the bid awarded to me may be cancelled.

Date:

Place:

Yours sincerely,
Authorized Signatory
Full Name and Designation
Stamp of the Agency:

Annexure-1

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any Information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A bidder may be considered to be in Conflict of interest with one or more parties in an bidding process if, including but not limited to;

- (a) have controlling partners/shareholders in common; or
- (b) receive or have received any direct or indirect subsidy from any of them; or
- (c) have the same legal representative for purposes of the Bid; or
- (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- (e) the bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- (f) the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- (g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring Entity as engineer-in-charge/consultant for the contract.

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Annexure-2

Declaration by The Bidder regarding Qualification

Declaration by the Bidder

In relation to my/our Bid submitted to for procurement of in response to their Notice Inviting Bid No. Dated..... I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the bidding document;
3. I/We are not insolvent in receivership , bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/We do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/We do not have a conflict of interest as specified in the Act, Rules and Bidding Document, which materially affects fair competition;

Date:

Place :

Signature of Bidder

Name:

Designation:

Address:

Annexure-3

Grievance Redressal during Procurement Process

The designation and address of the Appellate Authority

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a procuring Entity evaluates the Technical Bids before the opening of the financial Bids, an appeal related to the matter of Financial Bids may be filed only by a bidder whose technical bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para(1) fails to dispose of the appeal filed within the period specified in para(2), or if the Bidder or prospective bidder of the Procuring Entity is aggrieved by the order passed by the Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be.
- (4) **Appeal not to lie in certain cases**
No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-
- (a) Determination of need of procurement;
 - (b) Provisions limiting participation of Bidders in the Bid process;
 - (c) The decision of whether or not to enter into negotiations;
 - (d) Cancellation of a procurement process;
 - (e) Applicability of the provisions of confidentiality
- (5) **Form of Appeal**
- (a) An appeal under para(1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.

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- (b) Every appeal shall be accompanied by an order appealed against, if any. Affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for Filing Appeal

- (a) Fee for filing appeal shall be rupees two thousand five hundred, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft of banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

- (a) The Appellate Authority as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the Appellate Authority, as the case may be, shall,-
 - (i) Hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies there of relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies there of relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause(c) above shall also be placed on the State Public Procurement Portal.

Annexure-4

Additional Conditions of Contract

1. Correction of arithmetic errors.-

Provided that Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis, namely: -

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to vary Quantities.-

- (a) At the time of award of contract, the quantity of Goods, works or service originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (b) If the procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (c) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the suppliers fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

3. **Dividing quantities among more than one bidder at the time of award.-**

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, then in such cases, the quantity may be divided between the Bidders, whose Bid is accepted and the second lowest Bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

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Annexure-5

Format of the Covering Letter

(The covering letter is to be submitted by the Bidder as a part of the RFP)

Date:
Place:

Director
Rajasthan State Judicial Academy,
Jodhpur

Dear Sir,

Sub: Selection of a Bidder for purchase of Furniture

Please find enclosed 2 (two) copies (one original and one duplicate) of our "Request for Proposal" (RFP) in response to the issuance of RFP by RSJA for Selection of a Bidder for purchase of Furniture for use of Rajasthan State Judicial Academy, Jodhpur. We hereby confirm the following:

- The RFP is being submitted by *(Name of the Bidder)* in accordance with the conditions stipulated in the RFP/RFP Documents.
- We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by Rajasthan State Judicial Academy, Jodhpur and in any subsequent corrigendums sent by RSJA. We agree and undertake to abide by all these terms and conditions. Our RFP is consistent with all the requirements of submission as stated in the RFP Document or in any of the subsequent corrigendum from Rajasthan State Judicial Academy, Jodhpur
- *(mention the name of the Bidder)*, satisfy the legal requirements laid down in the RFP Document. We as the Bidder designate Mr./Ms. *(mention name, designation, contact address, phone no., fax no., E-mail id, etc.)*, as our Authorized Representative and Signatory who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments, etc. on behalf of us in respect of the project.
- We affirm that this proposal shall remain valid for a period of*[not less than 3 (three) months]* from the last date for submission of the RFP. RSJA may solicit our consent for further extension of the period of validity.

For and on behalf of

Signature (with seal)
(Authorised Representative/
Signatory) Name of the
Person.....
Designation.....
..... (Kindly attach the
authorization letter)

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ANNEXURE-6

TENDER FORM {to be filled by the bidder}

No. RSJA/2017-18/

Dated:

Addressed to :

Name of the Tendering Authority	Director
Address	Rajasthan State Judicial Academy, State Judicial Academy Campus Near Medical & Health Office, Jhalamand Circle, Old Pali Road, Jodhpur, (Rajasthan) – 342013
Telephone	0291-2720108, 2721788
Tele Fax	0291-2720108
Email	rsjadir-jod-rj@nic.in (clearly mention the NIT no. in the subject of the mail)

Firm Details :

Name of Firm			
Name of Contact Person with Designation			
Registered Office Address			
Address of the Firm			
Year of Establishment			
Type of Firm (Public Limited/ Private Limited/ Partnership/ Proprietary)			
Telephone Number(s)			
Email Address/ Web Site	Email:		Web-Site:
Fax No.			
Mobile Number			
Certification/Accreditation/Affiliation, if Any			

- 3)The requisite tender fee amounting to Rs. _____/- (Rupees <in words>) has been deposited vide DD/ BC/ receipt no. _____ dated _____.
- 4)The requisite RISL processing fee amounting to Rs. _____/- (Rupees <in words>) has been deposited vide DD/ BC _____ dated _____.
- 5)The requisite EMD amounting to Rs. _____/- (Rupees <in words>) has been deposited vide Banker's Cheque/ DD No. _____ dated _____.
- 6)We agree to abide by all the terms and conditions mentioned in this form issued by the Empanelment Authority and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

Date:

Name & Seal of the firm:

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Annexure-7

PROPOSAL FORMAT FOR ORGANIZATION

Selection A: Organization Profile

1. Name of the Organization :

.....

2. Registered Address :

.....

(Necessary fill Tel., Fax.,

.....

Email, Website, etc.)

.....

.....

3. Legal Status:

SNo.	Particulars	Registration no.	Date
1	Public Charitable Trust Act		
2	Society under Societies Registration Act		
3	Non-profit company under Indian Companies Act 19 56		
4	Registration under Foreign Contribution (Regulation) Act, 1976		
5	Income tax registration:		
	Under Section 12A		
	Under Section 80 G		
	Under Section 35 CCA		
	Any other Section		

4. Bank Details:

Bank name	Account No.	Date of Opening Account

5. Details of the Contact Person

Name :

Designation :

Contact No. :

E-Mail: :

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7. Members Associated with the Organization:

SNo.	Name	Nationality	Occupation/qualification	Position held in the organization	Relationship with any other officer bearers (if any)	Address

Section B: Operational Background

1. Project related to supply of these type of tems:

SNo.	Name of the programme	Period		No of outreach session per month	Details of the Programme	Total Budget	Source of fund
		From	To				

1. Staff Details (Kindly provide the details of 5 key positions in the organization)

Name of Staff	Position	Qualification	Working since

2. Any previous association/working experience with Govt. Sector? If yes, please provide the details:

3. Volume of Year wise Grant Received during the last 3 years (in different projects):

4. Name of the Donors/Funders during the last 3 Years:

Section C: Basic Documents required to be submitted along with the proposal for Evaluation

- Copy of Trust Deed if registered under Trust Act.
- Copy of Memorandum and Rules if registered under Society Registration Act.
- Annual Report of last one year
- Audited Accounts of last 3 Years.
- Organizational Chart
- Legal Status of the society-Copy of Registration Certificate
- Copy of PAN/TAN Number
- Copy of Latest Income Tax Return File
- Any other document relevant to the proposal.

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ANNEXURE-8:

SELF-DECLARATION – NO BLACKLISTING

{to be filled by the bidder}

To,

{Tendering Authority},

_____,

In response to the Tender/ NIT:/RSJA /2017/.....Datedfor {Project Title}, as an Owner/ Partner/ Director of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding, is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

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ANNEXURE- 9: **CERTIFICATE OF CONFORMITY/ NO DEVIATION**

{ to be filled by the bidder }

To,

{Tendering Authority},

NIT:/RSJA/2017/.....Dated

CERTIFICATE

This is to certify that, the specifications of furniture/fixture which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the Tender/ bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the tender/ bidding document and by signing this certificate, we hereby submit our token of acceptance to all the tender terms & conditions without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the Tender/ bidding Document.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

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ANNEXURE-10: PRICE BID(BoQ) (on e-Proc website):

Tender Inviting Authority : Director, Rajasthan State Judicial Academy, Jodhpur						
Nature of Work: Catering Services (as and when required) at RSJA						
Contract No: RSJA/2017-18/			DATED			
Bidder Name :						
SCHEDULE OF WORKS						
(This BoQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
Sl. No.	Description of work	No.or Qty.	Unit	RATE In Figures To be entered by the Bidder Rs. (inclusive all taxes) FOR Store		AMOUNT Rs. P
				Figures	Words	
01	<u>MENU NO.01 (VEGITARIAN MENU)</u> :- 1. Soup (Veg./Sweet Corn/Mushroom/Tomato) 2. Paneer (Palak/Mattar/Shahi/Butter Masala/Pasanda/Kadahi/C hilly/Navratan Korma 3. One Seasonal Vegetable 4. Dal/Rajma/Chola/Kadhi 5. Rice/Zeera Rice/Pulao 6. Raita (Bathua/Kakri/Louki/fruit) 7. Green Salad with Lemon/sprout salad 8. Fried Papad/Plain Papad/Roasted Masala Papad, Achar 9. Roti (Tandoori/Missi/Tawa/Naan) 10. Sweet (Limited) 11. Ice Cream (Limited) 12. Sonf & crystal Sugar					
02	<u>MENU NO.02 (VEGITARIAN MENU)</u> :- 1. Soup (Veg./Sweet Corn/Mushroom/Tomato) 2. Paneer (Palak/Mattar/Shahi/Butter Masala/Pasanda/Kadahi/C hilly/Navratan Korma 3. One Seasonal Vegetable 4. Dal/Rajma/Chola/Kadhi					

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	<ol style="list-style-type: none"> 5. Rice/Zeera Rice/Pulao 6. Raita (Bathua/Kakri/Louki/fruit) 7. Green Salad with Lemon/sprout salad 8. Fried Papad/Plain Papad/Roasted Masala Papad, Achar 9. Roti (Tandoori/Missi/Tawa/Naan) 10. Sweet (un-limited) 11. Ice Cream (un-limited) 12. Sonf & crystal Sugar 				
03	<p><u>MENU NO.03 (VEG - NON-VEG. MENU) :-</u></p> <ol style="list-style-type: none"> 1. Soup- Veg. (one) as directed by RSJA 2. Soup Non Veg (one) 3. Paneer (Palak/Mattar/Shahi/Butter Masala/Pasanda/Kadahi/C hilly/Navratan Korma 4. One Seasonal Vegetable 5. Dal/Rajma/Chola/Kadhi 6. Non-veg (Gravy Chicken / Mutton 7. Rice/Zeera Rice/Mix Vegetable Pulao/Veg Biryani 8. Raita (Boondi/Bathua/Kakri/Louki) 9. Green Salad with Lemon/sprout salad 10. Roti (Tandoori/Missi/Tawa/Naan Butter 11. Fried Papad/Plain Papad/Roasted Masala Papad 12. Sweet / Ice Cream 13. Sonf & crystal Sugar 14. Water bottle 200ml 				
04	<p><u>MENU NO.04 (NON-VEGITARIAN MENU) :-</u></p> <ol style="list-style-type: none"> 1. Gravy Chicken(Shahi/Masala/Tan doori/Stew/Chilly Or Mutton (Rogan josh/Masala/Korma/Stew) 2. Rice/Zeera Rice/Mix 				

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	<p>Vegetable Pulao/Veg Biryani/Shahi Kandhari Pulao</p> <p>3. Raita (Boondi/Bathua/Kakri/Louki)</p> <p>4. Green Salad with Lemon/sprout salad</p> <p>5. Roti (Tandoori/Missi/Tawa/Naan Butter</p> <p>6. Fried Papad/Plain Papad/Roasted Masala Papad</p> <p>7. Sweet / Ice Cream</p> <p>8. Soup (Chicken/Mutton)</p> <p>9. Sonf & crystal Sugar</p> <p>10. Water bottle 200ml</p>				
05	<p><u>MENU NO.05 (VEGITARIAN MENU)</u></p> <p>:-</p> <p>1. One rich vegetable</p> <p>2. One Seasonal Vegetable</p> <p>3. Dal/Rajma/Chola/Kadhi</p> <p>4. Rice/Zeera Rice/Pulao</p> <p>5. Raita (Boondi/Bathua/Kakri/Louki /fruit)</p> <p>6. Salad with Lemon</p> <p>7. Fried Papad/Plain Papad/Roasted Masala Papad, Achar</p> <p>8. Roti (Tandoori/Missi/Tawa)</p> <p>9. Sweet (one pc.)</p> <p>10. Sonf & Crystal Sugar</p>				
06	<p><u>MENU NO.06 (VEGITARIAN MENU)</u></p> <p><u>PACK LUNCH :-</u></p> <p>1. Poori (08)/Parantha (04)</p> <p>2. Sabji Dry (Two type) +</p> <p>3. Achar (Mixed), Pulao, Dahi, Sweet (one)</p>				
07	<p><u>MENU NO.07 BREAKFAST :-</u></p> <p>1. Cornflakes/Wheat flakes with milk (hot or cold)</p> <p>2. Fresh fruits</p> <p>3. Eggs (Boiled/Scrambled/Omelette)</p> <p>4. Slices of plain bread (White /Brown) & toasted, Jam, Butter & preservers of Kissan/Amul/Mothers</p>				

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	<p>Dairy/</p> <p>5. Idli-sambhar or Dosa or Stuffed paratha or Chole Bhaturrey or Wada-Sambhar or Dahi Paratha</p> <p>6. Tea/Coffee/Milk-Bournvita/Horlicks/Equivalent</p>				
08	<p><u>MENU NO.08 :- Hi-Tea</u></p> <p>1- Samosa/Kachori/Sandwich (One Pcs)</p> <p>2- Sweet Mawa (One Pcs)</p> <p>3- Biscuits (Two)</p> <p>4- Wafers</p> <p>5- Tea , Coffee</p>				
09	<p><u>MENU NO.09 :- High Tea</u></p> <p>1- Paneer/Vegetable Pakora, (Five Pcs per person)</p> <p>2- Khaman (Limited)</p> <p>3- KajuKatli (Two Pcs)</p> <p>4- Cookies (Two)</p> <p>5- Wafers``</p> <p>6- Tea, Coffee or Lassi or Soft Drink</p>				
10	<p><u>MENU NO.10 :- High Tea</u></p> <p>1- Pastry (Black Forest or Pineapple or Chocolate or Butter Scotch)</p> <p>2- Veg Pakoda (Paneer/Cheese) or Kachori or Samosa or Veg Cutlet or fried Snacks</p> <p>3- Biscuits (Bakery/Monaco/Parle/Krack Jack/Sunfeast) or Wafers (branded) with different flavours.</p> <p>4- Patties and Cakes</p> <p>5- Tea/Coffee (Nescafe)</p> <p>3- Cold Drinks</p> <p>4- Roasted dry fruits such as Cashew & Almonds</p>				
11	<p><u>MENU NO.11 :- Tea/Coffee with biscuits</u></p> <p>1- Biscuits (Four)</p> <p>2- Tea, Coffee</p>				

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12	<u>MENU NO.12 :- Special Lunch / Dinner</u> <ol style="list-style-type: none">1. Veg Soup-Hot & Sour, Sweet Corn, Clear, Tomato, Mushroom, Vegetable2. Non-Veg Soup- Chicken etc3. Starters: Veg- Hara bhara kabab, Roasted Paneer, Paneer4. Tikka, Spring Roll etc5. Starters: Non-Veg- Chicken Tikka (Boneless), Chicken6. Kabab, Fish Tikka (Boneless) etc.7. Rice- Plain or Jeera or Pulao8. Roti-Plain Tawa or Tandoori or Naan9. Two Non-Veg item (chicken,Mutton,Fish,Prawn,Eggs)10. Green Salad and Sprouts11. Daal fry/Daal Makhani12. 1 item of Paneer with gravy13. 1 Vegetable dry14. 1 Live vegetable (tawa sabji)15. Plain curd or Raita16. Pickles & Papad17. Sufficient quantity of Fresh Seasonal Fruits of excellent quality.18. Sweet / Ice Cream/Pudding19. Saunf & Mishri				
Total in Figures					0.00
Total in Words				Rupees only	

The rates shall be filled up separately in given format on e-procurement portal with financial bid.

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ANNEXURE-11: DRAFT AGREEMENT FORMAT

(As per rules on Non-Judicial Stamp Paper of 0.25% of tender cost or 15,000/- maximum)
{ to be signed by selected bidder(s) and tendering authority }

An agreement made this _____ (*enter date of Agreement*) between _____ (*enter your firm's name & address*) (hereinafter called "the approved supplier", which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators of the one part and the RSJA which expression shall, where the context so admits, be deemed to include his successors in office and assigns of the other part.

Whereas the approved supplier has agreed with the RSJA to supply to the **Director, Rajasthan State Judicial Academy, Jodhpur**, Rajasthan on behalf of (*enter name of client organization*) to its various Offices, all those articles set forth in our Work Order No.

_____ Dated _____ appended hereto in the manner set forth in the conditions of the bidding document and contract appended herewith and at the rates set forth in the said order.

And whereas the approved supplier has deposited a sum of Rs. _____ in the form of: -

- a) Cash/ Bank Draft No./ Banker Cheque/ Bank Guarantee No. _____ dated. _____ valid upto _____.
- b) Post Officer Savings Bank Pass Book duly hypothecated to the Departmental authority.
- c) National Savings Certificates / Defence Savings Certificates / Kisan Vikas Patras or any other script / instrument under National Saving Schemes for promotion of Small Savings, if the same can be pledged under the relevant rule. (The certificates being accepted at surrender value) as security for the due performance of the aforesaid agreement which has been formally transferred to RSJA.

Now these Presents witness:

- 1) In consideration of the payment to be made by the RSJA through cheque/ DD at the rates set forth in the Work Order hereto appended the approved supplier will duly supply the said articles set forth in our Work Order No. _____ dated ___/___/20___ thereof in the manner set forth in the NIT, Tender Form, Instructions to Bidders, Terms of Reference, General and Special Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures.
- 2) The NIT, Tender Form, Scope of Work, General and Special Terms & Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures enclosed with the Tender Notice **NIT:/RSJA/ 2017/.....Dated** and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
- 3) Letter Nos. _____ dated _____ received from {bidder} and letter Nos. _____ Dated _____ issued by the RSJA. and appended to this agreement shall also form part of this agreement.
- 4) The RSJA do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the RSJA will through cheque/ DD pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.

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- 5) The mode of payment will be as specified in this bidding document/ work order.
The prescribed scope of work/ requirement of services and deployment of technical resources shall be effected and completed within the period as specified in the Work Order.
In case of extension in the delivery period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which the bidder has failed to supply or complete the work.

No.	Condition	LD %
I.	Delay up to one fourth period of the prescribed delivery period of the lot & completion of work	2.5 %
II.	Delay exceeding one fourth but not exceeding half of the prescribed delivery period of the lot & completion of work	5.0 %
III.	Delay exceeding half but not exceeding three fourth of the prescribed delivery period of the lot & completion of work	7.5 %
IV.	Delay exceeding three fourth of the prescribed delivery period of the lot, & completion of work	10.0 %

Note:

- Fraction of a day in reckoning period of delay in supplies and completion of work shall be eliminated, if it is less than half a day.
- The maximum amount of liquidated damages shall be 10% of the desired Lot.
- *The percentage refers to the payment due for the associated milestone/lot.

If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

Delivery period may be extended with or without liquidated damages if the delay in the supply of goods in on account of hindrances beyond the control of the bidder.

Warranty/ Services shall be provided by the bidder as per terms and conditions of the RFP and Contract.

All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the RSJA and the decision of the RSJA shall be final.

In witness whereof the parties hereto have set their hands on the ____ day of ____ (Year).

Signature with Seal of the Approved
supplier/ bidder

Designation:

Date:

Witness No.1

Signature for and on behalf of
Director, RSJA, Jodhpur

Designation:

Date:

Witness No.1

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ANNEXURE-12:

PERFORMANCE BANK GUARANTEE { to be submitted by the bidder's bank }

(To be submitted on Non-Judicial stamp paper accordance with Stamp Act and to be issued by a Nationalized/ Scheduled bank having its branch at Jodhpur)
(Payable at par at Jodhpur)

To,

Director,
Rajasthan State Judicial Academy,
Jodhpur.

1. In consideration of the Rajasthan State Judicial Academy, Jodhpur having agreed to exempt M/s ----- (hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No..... dated made between the Rajasthan State Judicial Academy, through Registrar General and M/s ----- (Contractor) for the work of Supply of furniture (hereinafter called "the said Agreement") of Security Deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.-/ (rupeesRupees only), we..... (indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of Contractor(s) do hereby undertake to pay to the Director, Rajasthan State Judicial Academy, Jodhpur an amount not exceeding Rs.-/ (rupees Rupees only) on demand.
2. We..... (Indicate the name of Bank), do hereby undertake to pay Rs.-/ (rupees Rupees only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the Rajasthan State Judicial Academy. Any such demand made on the bank by the Rajasthan State Judicial Academy shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the Rajasthan State Judicial Academy and We..... (Indicate the name of Bank), bound ourselves with all directions given by Rajasthan State Judicial Academy regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.-/ (rupeesonly).
3. We..... (indicate the name of Bank), undertake to pay to the Rajasthan State Judicial Academy any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We..... (indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to 36 month + 45 days (DATE) and that it shall continue to be enforceable for above specified period till all the dues of Rajasthan State Judicial Academy under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Rajasthan State Judicial Academy certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

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5. We (indicate the name of Bank) further agree with the Rajasthan State Judicial Academy that the Rajasthan State Judicial Academy shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Rajasthan State Judicial Academy against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Rajasthan State Judicial Academy or any indulgence by the Rajasthan State Judicial Academy to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.
6. The liability of us (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the Rajasthan State Judicial Academy in writing
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the Rajasthan State Judicial Academy. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs./- (rupees Rupees only).
9. It shall not be necessary for the Rajasthan State Judicial Academy to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Rajasthan State Judicial Academy may have obtained or obtain from the contractor.
10. We (indicate the name of Bank) verify that we have a branch at Jodhpur. We undertake that this Bank Guarantee shall be payable at any of its branch at Jodhpur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Dated.....day of.....For and on behalf of the <Bank>
(indicate the Bank)

Signature

(Name & Designation)

Bank's Seal

The above performance Guarantee is accepted by the Rajasthan State Judicial Academy
For and on behalf of the Rajasthan State Judicial Academy
Signature
(Name & Designation)