

**Telangana State Judicial Academy -Sec'bad/Kitchen Services/2019**  
**Cost of Tender Document Rs 500/-**

**TELANGANA STATE JUDICIAL ACADEMY**

(Category I Training Institution under the Administrative Control of High Court for the State of Telangana at Hyderabad)

**TENDER DOCUMENT FOR KITCHEN SERVICES at Telangana State Judicial Academy , S.P. ROAD, SECUNDERABAD.**

**Time schedule for Tender Process:**

Date of publication of tender notification on official website hc.ts.nic.in	08.11.2019
Last date for receipt of duly filled in tenders	23.11.2019
Date and Time of opening Technical Bids	23.11.2019
Date and Time of opening Financial Bids will be notified to the technically qualified tenderers	

Note: This tender document contains 25 pages and shall be signed on all the pages.

**1. INTRODUCTION:**

1.1 The Telangana State Judicial Academy, a Category-I Training Institute has been functioning as a comprehensive training Institute for the State Judiciary. It has been conducting various training programmes for all cadres of Judicial Officers and the Judicial Ministerial Officers in the State. The Academy is centrally located on S.P.Road, Secunderabad.

**2. NOTICE INVITING TENDER:**

2.1 The Telangana State Judicial Academy, Secunderabad invites sealed tenders under "TWO BID SYSTEM" for selection of a reputed firm for providing Kitchen Services at their Campus at S.P. Road, Secunderabad. The details of the tender are given below:

a.	Closing date & time for submission of bids:	23-11-2019 Time 01-00 pm
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b.	Date & time of opening of Bid: i. Technical bid: (in presence of the tenderers or their authorized representatives. ii. Financial bid:	23-11-2019 Time 03-00 pm  After evaluation of Technical Bid
c.	Bid validity upto:	90 days from the date of opening of financial bid
d.	Address for Correspondence:	Director, Telangana State Judicial Academy, S.P. Road, Secunderabad - 500003.

2.2 "TWO BIDS SYSTEM" shall be followed for this tender. tenderers/ contractors should take due care to submit the tender in accordance with requirements in sealed covers. Bids received shall be evaluated as per the Criteria prescribed in the tender document. Telangana State Judicial Academy will not entertain any modifications subsequent to opening of bids and bids not conforming to tender conditions shall be liable to be rejected. Therefore, bidders are advised to submit their bids complete in all respects as per requirement of tender document specifying their Acceptance to all the clauses of Bid Evaluation Criteria, General terms and conditions and compliance to the Scope of Work requirement etc.

2.3 Tender documents for providing Kitchen Services can be downloaded from official website of the High Court for the State of Telangana i.e., hc.ts.nic.in from **8-11-2019 to 23-11-2019**. The filled in Tender Form shall be submitted along with a non-refundable cost of Tender of Rs.500/- which shall be payable in the form of a Demand Draft drawn in favour of **Director, Telangana State Judicial Academy, Secunderabad**, along with EMD draft for Rs.25,000/-. They should be put in the technical bid envelope. In case if it is submitted along with financial bid, the same will be rejected.

2.4 The Technical bid and the financial bid should be sealed by the tenderer/ contractor in separate covers duly super scribed as "Technical Bid" and "Financial Bid" respectively. Both these sealed covers should then be kept in a bigger cover which should also be sealed & duly super scribed as "Tender for providing KITCHEN Services at Telangana State Judicial Academy, Secunderabad".

### 3. Scope, minimum standards and conditions of Work:

The primary objective of food and beverage operations  
The successful tenderer shall conduct food and beverage operations in such a manner that all users shall be ensured of availability of food and beverages as prescribed at all reasonable times, all the products are provided to be wholesome, hygienic, and healthy, as well as all processes are conducted scientifically and professionally at acceptable standards.

Following are included but not limiting on the food and beverage operations:

1. Materials

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- a. To procure, receive, sort, store, process, cook, serve, dispense, and dispose all food and beverage input materials and fuels and keep proper records and accounts for same.
  - b. To procure, receive, sort, store, use, consume and dispose all non food and beverage input materials and keep proper records and accounts for same.
2. Manpower
    - a. To hire, recruit, appoint or otherwise deploy skilled, experienced, able and fit personnel to carry out all designated activities, in conformity to the standards of Telangana State Judicial Academy as well as in conformity with applicable laws. Personal hygiene, grooming and health checks of all personnel, especially of food handling personnel shall be in conformity with food handlers' standards.
    - b. To plan, organize, monitor and conduct required training programs for all personnel.
3. Food preparation
    - a. To prepare all menu items in a clean and hygienic manner as per standard and safe cooking methods and serve to consumers.
4. Service
    5. To provide service of all food and beverage products as per the style of buffet service as a regular practice, and in situational exigencies to serve in the rooms of trainees when they are sick and/or under directions of the designated officers of Telangana State Judicial Academy. Additionally, provide service in a manner and style prescribed for special events and occasions at mutually agreed additional charges.
6. Disposal
    - a. To ensure that the solid waste is disposed of in a manner prescribed by Telangana State Judicial Academy or as meeting the norms of the local municipal corporation and to ensure that in transit the solid waste is held without causing contamination, foul odor, nuisance or health hazards.
7. Kitchen
    - a. To take charge and custody of the kitchen with its inventory of cooking equipment, processing equipment, pots, pans, utensils, accessories, working systems and working tools etc., and to remain responsible for their upkeep, maintenance, good repair and uptime at the successful tenderer's sole cost and responsibility. This also extends to equipment and accessories provided in the dining hall. The kitchen with its equipment and systems will be handed over to the successful tenderer at the time of commencing operations and shall be returned to TAJA at the expiry or prior determination in working condition and similar state, save operational wear and tear. Any equipment or system returned in defective condition shall be rectified at the successful tenderer's cost, and any items lost / missing shall be debited to their account on a cost of replacement basis.
8. Hygiene and sanitation

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a. To ensure that the areas allotted for food and beverage operations are always maintained in a hygienic and sanitary condition. This includes regular cleaning and pest control as well as thorough cleaning and pest control of all areas including kitchen and dining hall.

9. Timings and offerings

a. All outlets shall be operated as per their prescribed timings and the stipulated menu items shall be made available as may be reviewed from time to time and agreed mutually. It shall be the endeavor of the proposer to ensure that at least 80% (eighty per cent) of the prescribed menu items shall be available. Telangana State Judicial Academy and the successful tenderer shall mutually review the menu and operations once in three months, to ascertain the consumption pattern, and make suitable and required changes to ensure better patronage to users and greater efficiency and convenience in operations. This will be a continuing activity through the contractual term. Though the process of review will be mutual, any decision taken by Telangana State Judicial Academy in terms of menu offerings, timings etc., shall be binding on the proposer.

10. Uniforms

a. All personnel deployed by the successful tenderer shall wear proper uniforms approved by Telangana State Judicial Academy, and such uniforms shall always be clean, neat, in good condition, laundered and maintained by the successful tenderer at its own cost and responsibility. Telangana State Judicial Academy may seek to have its logo / emblem prominently displayed on all such uniforms at its own discretion and such requirement will be binding on the proposer.

11. Menu

12. The successful tenderer is required to display the menu of items prominently in the dining hall, and such display shall be both informative in content and appealing in style. Any changes in the menu shall be effected on the display as and when such changes take place.

13. Licenses

a. The successful tenderer shall ensure that it has and will keep valid all required licenses, permissions and statutory clearances without limitation through the tenure of the contract and shall furnish copies of all such documents to Telangana State Judicial Academy. Where any such license is required to be procured and kept valid by Telangana State Judicial Academy, the successful tenderer shall pursue and follow up the process, and Telangana State Judicial Academy will provide all documents and meet all expenditure on reimbursement basis to the successful tenderer. In other words, the proposer is responsible for all statutory compliances on behalf of itself as well as on behalf of Telangana State Judicial Academy as required by applicable laws in force from time to time during the contractual term.

14. Insurance

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- a. The successful tenderer shall enter into and keep valid during the contractual term, adequate insurance coverage against damage to the equipment and furniture handed over to them, workmen accident coverage, workmen compensation coverage, and public liability coverage. The coverage value of all such insurance shall be mutually agreed upon, and the successful tenderer shall submit copies of all such insurance policies to Telangana State Judicial Academy prior to commencement of operations, and each time when they are renewed prior to expiry. Any consequences arising out of failing to renew such policies shall be borne by the successful tenderer solely without any liability to Telangana State Judicial Academy.

15. Documents

- a. The successful tenderer shall prepare and submit both in soft copy and hard copy such documents as prescribed by Telangana State Judicial Academy, which will include but not limit to SOPs (Standard Operating Procedures), Standard recipes, job cards, job descriptions etc., of the food and beverage operations. Formats of all such documents shall be as per industry standards, and Telangana State Judicial Academy will reserve the right to seek alteration of any format or provision of additional information, and such a direction shall be binding on the successful tenderer.

16. Accounts

- a. The successful tenderer shall prepare, maintain and keep all accounts and records of accounts through the duration of the contract. Telangana State Judicial Academy may seek any accounting information, especially when any price review is required. The proposer shall have their accounts audited, and submit a copy of the audited and certified accounts to Telangana State Judicial Academy. It is clarified that Telangana State Judicial Academy shall have no interest in the financial performance of the successful tenderer except to review any request for price enhancement and to comply with statutory requirements. Telangana State Judicial Academy will neither participate nor interfere in day to day accounting or its management.

17. Others

- a. The successful tenderer shall conduct their activities with due diligence so as to ensure that all their operations shall meet the logical end objectives as well as to ensure that their operations shall not create obstruction to any other activities of Telangana State Judicial Academy, or cause any adverse impact on its good will and reputation.

18. Monitoring and dispute resolution

- a. Telangana State Judicial Academy will constitute a monitoring committee comprising of representatives of the successful tenderer, consumers and its own personnel, the composition of which may be reviewed from time to time. The primary objective of such committee shall be to oversee the proper conduct of all operations and to resolve any routine or minor disputes likely to arise. However, Telangana State Judicial Academy shall always have the right to overrule any resolutions of such committees at its own discretion.

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19. Compliance to rules in force

- a. All personnel deployed by the successful tenderer, all their suppliers, vendors, visitors and other personnel shall be subject to all rules and regulations in force with reference to timings, arrival, departure, security search, conduct on premises etc., of Telangana State Judicial Academy.

20. Lead time

The successful tenderer emerging out of this process is required to commence operations within two days of awarding the work order. The number of trainees to be served initially will be intimated along with the work order, and any variance in the number of trainees will always be intimated 2 days in advance. It is specifically mentioned the number of trainees is dynamic and is not fixed.

21. Others

- a. The successful tenderer and Telangana State Judicial Academy shall always engage in a continuous communication to ensure proper conduct of all operations and endeavor to constantly improve on the standards and experiences to consumers.

**22. Additional emphasis on Quality & Hygiene**

- a. The successful tenderer shall procure all food articles for preparation of food to be provided in Telangana State Judicial Academy of good quality to the satisfaction of the Kitchen Committee consisting of Additional Director, Administrative Officer and Two Trainees nominated by the Director, constituted by the Academy. The Kitchen Committee shall have the right to change any brand of material supplied/used for cooking, provided the cost of the same does not exceed the cost of specified brand.
- b. The food shall be cooked, stored and served under hygienic conditions. The successful tenderer shall ensure that only freshly cooked food is served and the stale food is not recycled. Stale food shall be removed from Telangana State Judicial Academy premises as soon as possible. Unrefrigerated cooked food, not consumed within three hours of preparation, shall be deemed to be stale and unfit for consumption.
- c. The food preparation shall be wholesome and shall generally cater to the taste of the trainees/guests.
- d. The oil that remains from deep frying at the end of the day shall have to be disposed of and shall not be recycled for the purpose of cooking again.
- e. The food shall be cooked and served in clean utensils.
- f. The utensils shall have to be maintained sparkling clean at all times.
- g. All utensils shall be sterilized each morning before usage.
- h. The successful tenderer shall ensure that the Kitchen, Dining and wash areas are maintained in clean and hygienic conditions at all times. The Kitchen and dining and wash areas shall be cleaned thoroughly after each meal and usage regularly by the employees of the successful tenderer.

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- i. The successful tenderer shall ensure that all items required to be served will be served hot and all items required to be served cold/chilled to be served at their correct temperature.
- j. The successful tenderer shall ensure that sufficient man power is deployed at all times for preparation and serving each meal including cleaning, washing and overall upkeep of Kitchen and Dining Hall assets and premises.
- k. The successful tenderer should supply the items at the rates fixed on finalization of tender for the items listed in Annexure-V. The quantity / volume of each item shall be as per industry standard practice. Any deviation / discrepancy shall be reviewed mutually, however, the final decision taken by Telangana State Judicial Academy shall be binding upon the successful tenderer.
- l. The tenderer/contractor should also follow the brand of raw material as listed in **Annexure-VII**.

#### **4. Facilities Provided by Telangana State Judicial Academy , Secunderabad:**

4.1 Telangana State Judicial Academy, Secunderabad has exclusive space for Kitchen services which include kitchen, storage and dining facilities. The premises can be inspected during any working day from 10.00 am to 04.00 pm under prior intimation to Section Officer, Telangana State Judicial Academy. Electricity and water shall be provided by the Telangana State Judicial Academy . However, raw materials, food articles, LPG Gas/Gas cylinder, cleaning/washing materials/tools and man power shall have to be arranged by the tenderer/ contractor at his/their own cost.

4.2 Only those workers who are required to serve bed tea and breakfast the next day will be allowed to stay at the designated place overnight in the premises of the Telangana State Judicial Academy campus.

#### **5. Technical and Qualifying Criteria:**

5.1 To have an annual turnover of not less than Rs.10,00,000 (Rupees ten lakhs only) per financial year consecutively for the last three financial years in similar business activities, in similar or likewise institutions. Audited financial reports and copies of ITRs in such proof shall be submitted.

5.2 To possess currently valid, the following:

- a. Registration under the Shops and Establishments Act.
- b. Registration with the commissionerate of Labor.
- c. Registration under GST act.
- d. Registration under ESI act.
- e. Registration with Income tax department and a PAN.

Documentary evidence of all above shall be submitted.

5.3 Not to have been blacklisted from carrying out similar activity by any of their present / past clients in the previous three years. An undertaking to this effect shall be submitted in the format prescribed in this tender.

5.4 EMD

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A demand draft of Rs.25,000/- (Rupees Twenty Five thousand only) to be deposited as Earnest Money Deposit in favour of “Director, Telangana State Judicial Academy” along with tender. The tenderer/contractor will have to enclose D.D. of Earnest Money Deposit with Technical Bid. The Earnest Money Deposit DD will be refunded to unsuccessful bidders. The tenderer/contractor shall also give an undertaking specifically agreeing to all tender conditions failing which his financial bid shall not be opened.

#### 5.5 Tender fee

A separate Demand Draft of Rs. 500/- as a non-refundable tender fee in favour of “Director, Telangana State Judicial Academy” payable at Hyderabad must be enclosed along with the tender document.

#### 5.6 Rejection of incomplete bid

The Technical Bid without complete information and supporting documents will not be considered for evaluation of the Financial Bid.

5.7 The Tenderer/Contractor has to fill the Technical Bid form **Annexure-II** and Checklist **Annexure-III** and provide supporting documents mentioned above and in the checklist.

5.8 All columns must be filled compulsorily.

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## **GENERAL TERMS AND CONDITIONS:**

## **Annexure-I**

1. The contract shall remain valid for a period of One year from the date of its commencement. The contract can be further extended on the same terms and conditions on yearly basis up to 3 years, the right of which is reserved by Telangana State Judicial Academy.

The extension shall be based on the satisfactory performance of the contract. The contract once awarded can be terminated by either party after giving three months notice. Nevertheless, Telangana State Judicial Academy may terminate the contract with a fifteen day notice for breach of contract, and without any notice for serious breach of contract. For the purpose of clarity, any act of omission or commission by the successful tenderer leading to a consequential damage such as an accident causing physical injury, incidence of fire due to negligence at work place, food poisoning leading to ill health of consumers, arson, vandalism, gross misbehavior and such other acts will constitute breach of contract. The discretion of Telangana State Judicial Academy as to what constitutes a serious breach of contract is final and binding.

2. The successful tenderer shall accept terms and conditions mentioned in this tender. Partial acceptance or refusal to accept any of the terms will render the tender disqualified.

3. The successful tenderer shall arrange at their own cost and responsibility the required LPG cylinders and their regular supply and replacement.

4. The rates quoted in this bid shall be for the items to be provided at Telangana State Judicial Academy, the successful tenderer shall not be allowed to reduce the items required to be provided, without prior written permission from Telangana State Judicial Academy . Failure to supply any item at the indicated cost unless the justification for such act is accepted by Telangana State Judicial Academy shall be considered a breach of contract.

5. The successful tenderer shall not use any single use plastic ware. Usage of plastic otherwise is strongly discouraged and the successful tenderer shall endeavour to use suitable alternatives in glass, paper or metal for items which otherwise would normally be used in plastic.

6. In case of breach of terms and conditions of the Contract, Telangana State Judicial Academy shall be entitled to take over possession of the premises. However, any case of default will be pointed out in writing to him as and when it comes to the notice to enable him to correct and rectify his mistake.

7. Tender shall be submitted in official tender form only. If submitted in any other format the same shall be summarily rejected. No tenderer shall be issued more than one tender form.

8. Tenders received without prescribed Earnest Money Deposit (EMD) and tender fee shall not be considered.

9. The Annexures issued with the form of tender listing the menus etc. for Kitchen services to be rendered, must not be altered by the tenderer. There will not be any modifications/alterations of the menu for the purpose of this tender.

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10. No paper shall be detached from the tender.
11. The name and address of the tenderer with rubber stamp shall be clearly written in the space provided and no overwriting, corrections, insertion shall be permitted in any part of the tender unless duly countersigned by the tenderer. The tender should be filled in and submitted in strict accordance with the instructions laid down herein otherwise the tender is liable to be ignored.
12. The tender is liable to be rejected if complete information is not given therein or if the particulars and data (if any) asked for in the Schedule to the tender are not filled in.
13. Individual signing the tender or other documents connected with the tender must specify whether he signs as:
  - a. A sole proprietor of the concern or constituted attorney of such sole proprietor.
  - b. A partner of the firm if it is a partnership firm, in such case he must have authority to execute contracts on behalf of the firm by virtue of partnership agreement or by a power of attorney duly executed by the partners of the firms.
  - c. Director or Principal Officer duly authorized by the Board of Directors of the company.
14. In case of above a copy of the partnership deed or general power of Attorney, in either case attested by a Notary Public should be furnished or an affidavit on stamp paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of Attorney should be furnished. The attested copy of the certificate or registration of firm should be attached along with the tender. In case of partnership firm, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by all the partners of the firm.
15. In case of 13(C) above the person signing the tender should be authorized by a resolution passed by the Board of Directors and a copy of the resolution attested by the Principal Officer should be attached to the tender.
16. The Earnest Money deposit of the successful Tenderer shall be forfeited if the Tenderer -
  - a. Withdraws tender offer before finalization of the same.
  - b. Fails to accept the contract, if his/their tender is accepted by Telangana State Judicial Academy.
  - c. Fails to deposit the Security deposit within stipulated time limit.
  - d. Fails to execute the agreement in the prescribed form within 2 (Two) days of the receipt of the letter awarding the contract.
  - e. Fails to commence the Canteen Services within 5 (Five) days of the receipt of the letter awarding the contract.
17. Within Two days of Declaration of the successful bid, the successful Tenderer has to furnish Security Deposit only in the form of Fixed Deposit Receipt drawn on any Nationalized Bank for Rs. 50,000/- (Rupees Fifty Thousand only) as refundable deposit in favour of the "Director, Telangana State Judicial Academy". On furnishing the Fixed

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Deposit Receipt, the Demand Draft submitted towards EMD by the successful bidder shall be returned. The Fixed deposit along with the accrued interest, if any, will be returned after the successful completion of contract and after adjusting dues if any, from the tenderer/contractor.

18. Late tenders will not be considered. Telangana State Judicial Academy reserves the right to accept or reject any or all the offers either fully or partly without assigning any reason.

19. Telegraphic/fax or conditional tender will not be considered.

20. Telangana State Judicial Academy 's decision that a breach has occurred will be final and shall be accepted without any demur by the tenderer/contractor.

21. If at any time during the period of contract, it comes to the notice of the Telangana State Judicial Academy that the Agency has misled the Telangana State Judicial Academy by way of giving incorrect/false information, which has been material in the award of Contract to him/her, the contract shall be liable for termination besides other legal action which may be initiated against the Agency or the owner /partners/directors or any person responsible for the affairs of the Agency under law.

23. The tenderer/contractor will have to provide a list of workers who will be working at Telangana State Judicial Academy Campus and provide complete details about them. The tenderer/contractor will also provide police verification and medical report of all his/her workers working within Telangana State Judicial Academy Campus.

24. The successful tenderer will have to submit an affidavit at the time of signing the agreement indicating that all employees of the tenderer/contractor are paid the minimum wage as per Minimum Wages Act of the Central Government.

25. The financial bid/s of the technically qualified bidders will only be opened.

26. Tenderer/contractor shall abide by all laws of the land including labour laws (ESI, PF, Bonus, Income Tax, GST or any other extra taxes levied by the Govt.) companies Act, Tax deduction liabilities, welfare measures of its employees and all other obligations of the region and also those Laws which are not essentially enumerated and defined herein. Any such claims at a later stage shall be the exclusive responsibility of the successful tenderer and the successful tenderer shall indemnify the Telangana State Judicial Academy against any such claims and liabilities. The Telangana State Judicial Academy has no responsibility for any breach or violation of the statutory provisions committed by the tenderer/ contractor or its employees.

27. Telangana State Judicial Academy reserves the right to instruct the tenderer/contractor to remove any person deployed by the tenderer/contractor without assigning any reason or notice.

28. The raw materials used for cooking can be checked by the Kitchen Committee at any time and if substandard/unauthorized materials are found, the successful tenderer will be penalized at the discretion of Telangana State Judicial Academy, which shall be binding. The penalty will be Rs.5,000/- per occasion in case if it is found that sub-standard material was used.

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29. The tenderer/contractor should take all safety measures (including fire) while running Kitchen. He will keep a First- Aid box for the persons deployed to work in Kitchen.

30. The tenderer/contractor shall not deploy minor/child labour for any work of the Contract.

31. Telangana State Judicial Academy will deduct Income Tax at source under Income Tax Act, 1961 from the bills of the successful tenderer, if required as per statutory compliance.

32. Kitchen Committee member(s) may inspect the preparation of food etc., on time to time.

33. Monetary fine as penalty @ Rs.1000/- per day will be imposed for every default during the period of contract. If the services do not improve within 03 working days, a monetary fine as penalty of Rs.5,000/- per day will be imposed for the defaults and this will have to be paid by the successful tenderer within a week on receipt of communication from the Telangana State Judicial Academy, failing which it will be adjusted against the running bills / Security Deposit.

34. No food shall be sold to the trainee officers/staff of Telangana State Judicial Academy. The Academy will not be responsible for credit or other sales to trainees, staff, employees and others or for losses or pilferage.

35. No legal right shall vest in the tenderer/contractor's workers to claim employment or otherwise absorption in Telangana State Judicial Academy, nor the successful tenderer's workers shall have any right whatsoever to claim the benefit and/or emoluments that may be permissible or paid to the employees of Telangana State Judicial Academy. The workers will remain the employees of the successful tenderer and this should be the sole responsibility of the contractor to make it clear to his/her workers before deputing them to work at Telangana State Judicial Academy.

36. The successful tenderer shall not engage the services of any sub-contractor or transfer the contract to any other person. If, it is found at any time that the tenderer/contractor is unable to provide the kitchen services and has sub contracted to any other party, the Telangana State Judicial Academy has right to terminate the contract and to forfeit all security deposits.

37. Firms submitting tender would be considered to have read & accepted all terms & conditions. No enquiries verbal or written shall be entertained in respect of acceptance or rejection of the tender. The bidder shall in a separate sheet disclose the details of the partners/directors etc. which shall be enclosed with technical bid.

38. The bidder should indicate the names of the firm/firms along with location where they are currently having business with them and which can be seen by the Telangana State Judicial Academy Officials. A satisfactory report issued by such organization/s must be enclosed with the bid.

39. In case of the breach of the terms of the agreement, security deposit of the successful/contractor is liable to be forfeited, and Telangana State Judicial Academy may claim compensation for consequential expenses for such act.

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40. Dispute if any, arising out of the contract shall be settled by mutual discussion or arbitration by sole arbitrator to be nominated by the Director, Telangana State Judicial Academy, as per the provisions of the Indian Arbitration and Conciliation Act, 1996 and the rules framed there under. The Arbitrator shall not have the jurisdiction to pass any interim awards, or to grant interest higher than 8% charged simply on the award amounts or amounts payable to either party. No dispute arising of the execution, implementation or termination of the present contract, as also any other dispute with respect to the present contract be entertained by any court and shall be subject matter of Arbitration under the Indian Arbitration and Conciliation Act, 1996 and rules framed there under.

41. All legal disputes shall be subject to jurisdiction of Hyderabad court only.

42. The successful tenderer shall inform to Kitchen committee of Telangana State Judicial Academy, Secunderabad any changes of Canteen workers, if required, made by him along with their police verification and medical report, and such changes shall be pre approved and ratified by the Director, Telangana State Judicial Academy .

43. The tenderer/contractor shall submit duly signed undertaking enclosed with the tender document.

44. Any act on part of the tenderer/contractor to influence anybody in Telangana State Judicial Academy would make him liable for rejection of his tender.

45. In the event of violation of any contractual or statutory obligations by the successful tenderer he/she shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the Institute by any individual, agency or government authority due to acts of omission or commission of the successful tenderer, the successful tenderer shall be liable to make good/ compensate such claims or damages to the Academy. As a result of the acts of commission or omission of the successful tenderer, if the Academy is required to pay any damages to any individual, agency or government authority, the successful tenderer would be required to reimburse such amount to the Academy or the Academy reserves the right to recover such amount from the payment(s) due to the successful tenderer.

46. The successful tenderer shall not use the kitchen premises for any other activity except for the purpose for which it has been provided for.

47. The payment in respect of official meetings/conference/of the Academy submitted in duplicate by the successful tenderer shall be released on receipt basis. Any supply of food items without proper authorization by the designated authority of Telangana State Judicial Academy will not be paid for.

48. In case of more than one L-1 vendors, decision for allocation of contract will be done by Director based on experience, credibility and other criteria deemed fit. The L-1 will be decided on the basis of total lowest charges of items mentioned in Annexure V and highest technical evaluation. (technical bid evaluation):

1. Experience: Upto three years – 1 point; one additional point for each year's experience.
2. Number of institutions serving/served: One point per institution.

49. The Telangana State Judicial Academy authorities would constitute a Kitchen Committee consisting of Additional Director, Administrative Officer and Two Trainee

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Officers nominated by the Director, Telangana State Judicial Academy. The Kitchen committee will interact with the successful tenderer only through Administrative Officer and shall follow the instruction of the Administrative Officer. The successful tenderer will have to follow instructions of the Committee related to Menu, meal frequency, food quality, cleanliness, health & hygiene of kitchen, dining and wash areas. Kitchen committee would check the quality of food and hygienic condition. Successful tenderer should enclose duly signed satisfactory performance certificate issued by the Administrative Officer of the Academy for the period for which the bill is presented. The cycle of the bill would of 15 days/one month as required by the Director of the Academy.

50. The tenderer/contractor should visit the campus and the kitchen premises to see the infrastructure before bidding. The successful tenderer will be provided the space and infrastructure like Dining tables, chairs, light fittings, fans, water dispensers for water supply, Kitchen equipment, kitchen utensils, cookware etc. and he/she shall take care of the same.

51. Days and timings of breakfast and meals to be provided should be as per Annexure-VI.

52. The successful tenderer will maintain daily served menu list in proper register and it has to be certified daily by Kitchen committee member authorized for the purpose.

Committee/complete Monitoring Committee every fortnight Date	No. of Morning Tea	No. of Milk	No. of Breakfast plate	No. of Lunch Plate	No. of Evening Tea	No. of Eggs Plate	No. of Fruits Plate	No. of Dinner Plate	Signature of Tenderer/ Contractor	Signature of Administrative Officer of Academy
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53. In case the trainee fall ill and stays in the Hostel room, food shall be supplied by the tenderer/contractor at the Hostel room as per the recommendations of the Kitchen committee without any extra charges.

54. Telangana State Judicial Academy shall not provide any consumable or non-consumable items including raw materials at the kitchen for the purpose of Kitchen. The successful tenderer shall maintain the equipment provided by Telangana State Judicial Academy in good working condition (as per list of inventory enclosed) and would be responsible for damages caused. He will carry out the repairs without any delay to avoid interruption in services and cost of repairs shall be borne fully by the successful tenderer. On termination of agreement, successful tenderer will hand over all such equipment / articles in good working condition back to Telangana State Judicial Academy.

55. Telangana State Judicial Academy shall provide a list of normal holidays and vacations to the successful tenderer for assessing and providing kitchen services to the trainees staying in hostel during holidays and vacations.

56. It shall be compulsory for the successful tenderer to take the following hygiene and cleaning measures:

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- (a) Cleaning the kitchen and dining area including the store-room at least twice a day
- (b) Soaking the vessels in hot water at the end of the day.
- (c) Utensils, serve ware and cookware, cutlery and cookware, plates, glasses etc, to be washed with hot water using appropriate cleaning agents.
- (d) Thorough cleaning of refrigerators and all kitchen equipment including stoves, ovens etc.
- (e) Maintaining highest standards of health & hygiene.
- (f) Cleaning dining tables and chairs with appropriate cleaning and water at the end of each use and at the end of the day.
- (h) Thorough cleaning of wash basins after every breakfast and meal and at the end of the day.

In case of failure the successful tenderer will be liable for legal action as per the provisions of FSSA, 2006 and relevant rules applicable in this respect.

57. The successful tenderer shall ensure that either he himself or one of his responsible supervisors remains present during breakfast/lunch/dinner services to the trainees.

58. Whenever any special order is placed for any occasion, the successful tenderer shall deploy additional staff, men and material as required. The material shall include, serving utensils, crockery and cutlery.

59. The successful tenderer shall undertake that any act of omission or commission including theft, by his staff shall be his sole responsibility and further that he would compensate the Academy immediately, any loss or damage on account of theft by his staff individually or collectively.

60. The successful tenderer shall be required to enter in to an agreement prepared on a Rupee 100 Non-judicial stamp paper, for due performance of the contract with Telangana State Judicial Academy. It should be stamped with adhesive stamps as required and should be signed by the successful tenderer and the Academy.

61. The tender submitted by the tenderers will remain valid for a period of 90 days from the date of opening of the tender.

**62. Terms of Financial Bid:**

a. Bidder for providing Canteen services will be decided at the time of finalization of tender on the basis of lowest rate (Grand Total) quoted for Menu Charges. At its discretion, Telangana State Judicial Academy may compare the rates quoted on a bucket – menu basis instead of individual item rates or the sum total of rates quoted, to ensure a transparent and unambiguous process.

b. The tenderer/contractor has to quote the rates in Annexure-V mandatorily and abide by the brand specification given in Annexure-VII.

c. There should not be any calculation & totaling mistake in the Financial Bid. If any mistake is found Competent Authority will have full discretion to accept or reject the Bid. In case of discrepancy between words and numerals, the value mentioned in words will prevail over numerals.

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**Technical Bid:****Annexure-II**

Telangana State Judicial Academy, Secunderabad

**TECHNICAL BID**

(Technical Bid should be kept in separate sealed cover super scribing "Technical Bid" on it).

S.No	Description	To be filled by the Bidder
1	Name of the Tenderer	
2	Details of Tender Document cost Rs.500/-	(Rs.....) With Draft No.
3	Details of E.M.D. in the form of Demand Draft for Rs.25,000/-	Rupees Draft No. Issuing Bank

2. Details of Experience in the relevant field, attach copies of experience certificate from the organizations of at least last three years (Attach separate sheet, if required):

S. No.	Period	Organization/Agency	Approx number of persons served
	From                      To		

\*\* Certificate from the Agency concerned must also be attached.

**Signature of the Tenderer**  
**Date with Rubber Stamp**



## **FINANCIAL BID**

The tenderers may before filling the financial bid may note that the tenderer is being selected on the basis of following:

1. That the tenderer is agreeable to provide the desired items at the rates fixed by Telangana State Judicial Academy .
2. That the tenderer is agreeable to provide kitchen facilities and items listed in the tender.

Consequent upon accepting the above I/We M/s \_\_\_\_\_  
quote the charges for Kitchen Services as per Annexure V

If there is any variation between rates quoted in Numbers & Words, the lowest value among the two will be considered.

The tenderer will be selected on qualification of Technical Criteria and on acceptance of all the terms of Tender in general and all the terms of financial bid in particulars and the highest quotes for the kitchen taken together.

**Signature of the Tenderer**  
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**Signature of the Tenderer**  
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**Check List****Annexure-III**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Mention 'Yes' or 'No'</b>
1.	Whether "Technical' & 'Price' bids submitted separately and the respective envelopes super scribed properly.	
2.	Whether "Technical' & 'Price' bids submitted separately and the respective envelopes super scribed properly.	
3.	Whether Demand Draft of Rs. 25,000/- (Rupees Twenty Five Thousand only), in favour of "Telangana State Judicial Academy, Secunderabad " is enclosed as EMD with the tender submitted.	
4.	Shop Establishment Valid Certificate.	
5.	Whether certificate/document in support of having experience of minimum 3 years for running Kitchen in government sector/PSU /Education institutions/private institutions, along with a list of organization (Govt./PSU/reputed MNCs/Organizations) where the tenderer/contractor is currently providing/provided kitchen Services is enclosed.	
6.	Whether agrees to pay minimum wages of the central Government to all employees engaged.	
7.	Whether copy of valid PAN Card enclosed.	
8.	Whether copy of latest and last 2 years valid Income Tax Return duly certified by C.A. enclosed.	
9.	Whether registered with FSSAI? Copy of the FSSAI Number.	
10.	The annual turnover of the tenderer was minimum Rs. 10 lakhs per annum for the last 03 years.	
11.	Whether agreed & able to arrange kitchen services within 02 day on accepting the work order.	
12.	Whether agreed to abide by all the terms & conditions of this tender.	
13.	Copy of Final accounts duly Certified by CA for the last three Years (to the attached) 2016-17, 2017-18 & 2018-19 (CA certified audited/unaudited)	
14.	Please specify as to whether Tenderer is sole proprietor /Pvt. Ltd./Partnership firm (Name of The partner should be specified in this case). Separately attach details of partnership/company etc. in accordance with clause 17.	
15.	Whether the firm/Company has ever been blacklisted by any Govt./Non Govt. agency.	
16.	PF and ESI registration (if not applicable, to be given on companies letter head)	
17.	Whether copy of valid GST registration No. is attached.	

**Signature of the Tenderer**  
**Date with Rubber Stamp**

Note: (1) The contractor/tenderer without relevant category of FSSAI certificates shall be summarily rejected.

### **UNDERTAKING**

I/We .....hereby solemnly agree to abide by the Terms & Conditions and the rates quoted by us. Any break of the Clause/Clauses will render my/our contract null and void.

I/We have understood completely about this tender document and the terms and conditions therein. I/We agree to cook and supply the eatables/snacks/ Tea/High Tea/Juices etc. on the rates mentioned in the tender rate list **Annexure-V** annexed with. I/We have also understood that I/We have to maintain the high standard, quality and hygiene of all the eatables as mentioned in the rate list of items with the tender.

Dated

Signature of the tenderer/contractor

Name of the tenderer/contractor \_\_\_\_\_

(Full signature of the Tenderer/Contractor with seal of the Agency)

**Signature of the Tenderer  
Date with Rubber Stamp**

**TENDER LETTER**

The Director,  
Telangana State Judicial Academy , Secunderabad.

Ref. your tender No.

Sir/Madam,

1. I/We the undersigned (hereinafter known as "the contractor") hereby apply for grant of contract for running the kitchen at Telangana State Judicial Academy, Secunderabad at Hyderabad.
2. I/We have gone through all the terms and conditions and also the schedule of items as enlisted by you in your notice inviting tender for the subject under reference.
3. I/We, hereby confirm that I/We have understood all the terms and conditions and confirm my/our commitment to abide by them. In case of any discrepancy / dispute or wrong / incorrect nomenclature in the schedule, the decision of Telangana State Judicial Academy shall be final.
4. I/We also confirm my / our commitment to provide the material as enlisted in the schedule of items with your notice inviting tender under reference.
5. I/We have experience of 03 years providing Kitchen services in a Govt. Sector/PSUs/Educational Institutions including schools & colleges /Private Institutions of repute.

(a)	
(b)	
(c)	

6. I/We enclose herewith experience certificate duly signed by Principal/Director/Manager of .....
7. I am/we are enclosing herewith a DD bearing No ..... Dated .....Bank ..... Branch .....for Rs. 25,000/-(Rupees Twenty Five Thousand only) drawn in favour of "Director, Telangana State Judicial Academy" payable at Hyderabad. I/We understand that the amount will be forfeited, if the applicant who is awarded the contract refuses to accept the contract.

**Signature of the Tenderer**  
**Date with Rubber Stamp**

8. I/We understand that I/We shall have to deposit a security deposit of Rs.50,000/- (Rupees Fifty Thousand only) as refundable security deposit in favour of Telangana State Judicial Academy , Secunderabad before signing the "Agreement" in case I am/We are awarded the contract. This deposit should be in the Form of a Long Term Fixed Deposit issued by a Nationalized bank, to be returned on termination of the contract after adjusting dues, if any.

9. In case the contract is awarded to me/us, I/We shall sign an agreement within 2 days (on a non-judicial stamp paper of prescribed value) of the receipt of the letter awarding the contract.

Signature of the Tenderer  
& Date with Rubber Stamp

### **UNDERTAKING**

I/We ..... solemnly state that I/We have not so far been black listed by any of the institutions/offices in which I/We have worked/run canteen.

Signature of tenderer/contractor  
(Full signature of the Tenderer/Contractor with seal of the Agency)  
Date:  
Place:

**Signature of the Tenderer  
Date with Rubber Stamp**

**Annexure-V**

**STANDARD MENU**

1. The service of all food items/beverages is on “BUFFET” basis.
2. Mix of Menu by rotation with seasonal vegetables/fruits will be decided in advance on weekly basis by the Administrative Officer and intimated to the tenderer/contractor for service accordingly.
3. Schedule Menu of food items/beverages to be served are as follows:-

**A. Normal Menu Schedule (Daily)**

- i) BED TEA : Tea/Coffee with good quality of Tea Powder/Nescafe/Bru.
- ii) BREAKFAST of the following types to be decided on rotation basis:

Day	Daily Menu	Rate in Rs.
Day 1	bread, butter, jam, eggs to order with hot milk, cornflakes, idli, sambar & chutney with tea/coffee & fresh fruits	
Day 2	bread, butter, jam eggs to order with hot milk, cornflakes, vada, sambar & chutney with tea/coffee & fresh fruits.	
Day 3	bread, butter, jam eggs to order with hot milk, cornflakes, dosa, sambar & chutney with tea/coffee & fresh fruits.	
Day 4	bread, butter, jam eggs to order with hot milk, cornflakes, poori, chole with tea/coffee & fresh fruits.	
Day 5	bread, butter, jam eggs to order with hot milk, cornflakes, stuffed parata, raitha with tea/coffee & fresh fruits.	
Day 6	bread, butter, jam eggs to order with hot milk, cornflakes, uthappam, sambar & chutney, with tea/coffee & fresh fruits.	
Day 7	bread, butter, jam eggs to order with hot milk, cornflakes, semia & chutney with tea/coffee & fresh fruits.	

**Signature of the Tenderer  
Date with Rubber Stamp**

iii) CLASS ROOM TEA: Tea/coffee biscuits (2 types)  
(Morning & Afternoon)

Friday/Saturday afternoon – snacks instead of biscuits.

iv) LUNCH: Rice (2 types-one special and plain) chapathi/puri, dal, papad, pickle, curd, green salad and a common curry, vegetable curry, vegetable (dry), sweet or ice cream, or seasonal fruits.

For non-vegetarians: chicken – thrice a week

fish – twice a week

mutton – once a week

egg curry – once a week

v) DINNER: Soup, rice (2 types – one special and plain), chapathi/pulka, dal, papad, pickle, green salad and a common vegetable (dry), vegetable curry, with sweet or ice cream, or seasonal fruits.

NOTE: Saunf, tooth picks of good quality to be supplied after Breakfast, Lunch and Dinner.

## **B. Special Occasions:**

### 1. High Tea:

- Pastry/Plum cake
- Curry Puff/Pakod/Samosa
- Fruit/Cream Biscuits
- Salt Biscuits
- Coffee/Tea

### 2. Additional items for special lunch/dinner for farewells, important meetings and guest, etc.

- Fresh fruit juice
- Vegetable and Non-Vegetarian Soup
- Additional Desert
- Pan
- Veg Dish – Biryani/Poolav
- Non-Veg Dish – Mutton/Chicken Biryani
- Ice Cream or Sweet

**Signature of the Tenderer**  
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## **Annexure-VI**

The schedule of the Kitchen Timings will normally be as follows:

a)	Bed Tea/Coffee	:	06.00 AM – 06.30 AM
b)	Breakfast	:	08.00 AM – 09.00 AM
c)	Class Room Tea/Coffee (Morning)	:	11.00 AM – 11.30 AM
d)	Lunch	:	01.00 PM – 02.00 PM
e)	Class Room tea/Coffee (Afternoon)	:	03.30 PM – 04.00 PM
f)	Dinner	:	07.30 PM – 09.30 PM

Note:

1. The above timings are liable to be changed depending upon the requirements of the Academy.
- 2. There will be no room service except when required by the Director, Telangana State Judicial Academy.**

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Date with Rubber Stamp**



**Annexure-VII****Permissible Brands of Consumables**

Items	Brand
Salt	Iodized salt such as Tata, Annapurna, Nature Fresh
Spices	MDH, MTR or equivalent quality brands or Agmark brand
Ketchup	Maggi, Kissan, Heinz
Oil	Refined oil such as Sundrop, Nature Fresh, Fortune or equivalent
Pickle	Mother's/ Priya or MTR
Atta	Aashirvad, Pillsbury, Nature Fresh/Shakti Bhog
Butter	Amul, Britannia, Mother Dairy, Heritage
Bread	Harvest/Britania Make, Spencer
Jam	Kissan, Nafed
Milk	Amul, Jersey, Vijaya, Heritage
Paneer	Amul, Mother Dairy, Jersey
Tea	Brook Bond, Lipton, Tata or equivalent brand
Coffee	Brook Bond, Nescafe, Rich, Bru or equivalent brand
Biscuits	Britania, Parle, Good Day, etc.
Ice Cream, Lassi, Curd	Mother Dairy, Amul, Kwaliti, Cream Bell -
Mixtures/Chips	Haldiram/Bikaner or any good brand
Besan, Dal	Rajdhani, Shaktibhog or Agmark brand
Rice	Basmati, India Gate or Agmark brand
Juices	Real, Tropicana, Fresh

**Signature of the Tenderer**  
**Date with Rubber Stamp**