



Government of West Bengal
West Bengal Police Recruitment Board,
Araksha Bhavan, Block - DJ, Sector - II,
Salt Lake City, Bidhannagar, Kolkata - 700 091.
Tel :- (033) 2337 1402, Fax :- (033) 2321 4200.

Memo No. PRB/Canteen/2021 - 1377

Dated : 31/05/2021

NOTICE INVITING QUOTATION

The Member [& Superintendent of Police], WBPRB invites sealed bids from bonafide caterers for "Providing Canteen Service in the Canteen for Office Staff, Police Personnel, Police Officers and visitors at Araksha Bhawan, Salt Lake, Kolkata".

"Quotation Documents" comprising the NIQ including Definition, Scope of Work, General Conditions of Contract, Appendix - R, Check List and Declaration will be available on payment of Non-refundable amount of **Rs. 100/-** (Rupees One hundred) only from Member, WBPRB. The payment will be made by way of Demand draft payable at Salt Lake / Kolkata in favour of West Bengal Police Housing & Infrastructure Development Corporation Ltd.

Quotation in the prescribed forms duly sealed are hereby invited.

Name of the Work	EMD
Providing canteen service in the canteen for Office Staff, Police Personnel, Police Officers and visitors at Araksha Bhawan, Salt Lake, Kolkata.	Rs. 5,000/-

General Information to the Bidder :

- 1) Intending bidder will get an approximately area of 80.90 sqm comprising of Dining Space, Kitchen, Store etc. for running the Canteen which has been shown clearly in the schematic sketch drawing attached to the tender document.
- 2) The successful bidder shall have to deposit a License Fee amounting to **Rs. 9,000 /-** (Rupees Nine thousands) only per month payable under Clause No. 4 of General Conditions of Contract, for use of the space along with running water provided to the bidder from owner's end.
- 3) Initially the period of license for canteen service shall be given to the successful bidder for 1 (one) year from the date of Letter of Acceptance. The extension of license period may be given as per Clause No. 6 of General Conditions of Contract.
- 4) Date and Schedule for the above quotation are given below :

i	Last date of Application	:	04.06.2021	upto 14.00 hrs (IST)
ii	Last date of purchasing tender document	:	09.06.2021	upto 14.00 hrs (IST)
iii	Last date of dropping tender documents	:	18.06.2021	upto 14.00 hrs (IST)
iv	Earnest money to be deposited in form of DD from any Nationalized Bank payable at Salt Lake / Kolkata.	:	Rs. 5,000/-	

5) **Manner of submission of Quotation :**

Quotation / offer may be submitted in person in the Quotation Box kept at the West Bengal Police Recruitment Board, Araksha Bhawan, 5th Floor, Block - DJ, Sector - II, Bidhannagar, Salt Lake, Kolkata - 700 091 or by SPEED POST to the above address. However, the office of the WBPRB accepts no responsibility for any loss / delay / non-receipt of offer not submitted in person. Offer received late / incomplete are liable for rejection.

6) Bidder is requested to submit all the required documents properly indexed in the Bid with cross reference to enable a faster scrutiny. It must have all necessary documents to support its claims made in the bid. This may include -

I. All the details sought from the bidder in the quotation document including all documents mentioned in this Notice Inviting Quotation.

II. EMD.

III. Self attested copies of all the documents on which the bidder relies upon to meet the specifications given in the Quotation Document.

7) **Acceptance of Quotation and Validity of Bidder's Offer :**

The Competent Authority i.e., WBPRB may accept a Quotation on behalf of the Government of West Bengal and will inform the successful Bidder the acceptance of the Quotation. The offer will be valid for a period of 120 days from the opening of the Price Bid and continue to remain valid for a period of 01 (one) year from the date of commencement of operation.

8) **Earnest Money Requirement :**

i) Earnest Money Deposit (EMD) : The EMD for an amount mentioned in the quotation notice / document valid minimum 120 days in form of Demand Draft / Banker's Cheque from any Nationalized Bank in favour of the West Bengal Police Housing & Infrastructure Development Corporation Ltd., payable at Salt Lake / Kolkata. In exceptional circumstances, the competent authority may seek extension of validity of EMD up to additional 90 days. The failure or omission to deposit the Earnest Money shall disqualify the quotation and the Competent Authority shall exclude from its consideration such disqualified Quotation(s). No interest shall be payable in respect of EMD.

9) **Forfeiture of EMD :**

i) In case the successful Bidder backs out / or fails to take up the job under the Contract, the amount of EMD shall be forfeited by the Competent Authority.

ii) The successful Bidder shall not revoke his Quotation or vary its terms and conditions without the consent of the Competent Authority during the validity period of quotation, failing which the Earnest Money deposited by it shall stand forfeited to the Govt. of West Bengal without prejudice to its other rights and remedies and the Bidder shall be disentitled to submit a quotation to the Govt. of West Bengal for execution of any work during the next twelve (12) months effective from the date of such revocation.

iii) If the successful Bidder does not pay the Security Deposit and Performance Deposit within the prescribed time limit or fails to sign the Contract, the Earnest Money Deposit will be forfeited by the Competent Authority who may invite the next best choice available at risk and costs of original successful bidder which may be recovered following the legal remedies available to the Competent Authority.

10) **Refund of the EMD :**

If the Competent Authority accepts the quotation, the Earnest Money at the request of the bidder, may be adjusted towards the Security Deposit payable by the Bidder in accordance with the Condition of Contract. Alternatively on payment of the required amount of the Security Deposit and the execution of the Contract Agreement, the Earnest Money shall be released to the Bidder.

Earnest Money of unsuccessful Bidders will be released after award of work to the successful Bidder.

11) **Documents to be enclosed with the bid :**

Copies as proof of testimonials in respect of annual turn over and compliances with the other laws, rules and orders in force must accompany the bid document for the last three financial years or the latest which ever is applicable.

A prospective bidder should have an average annual turn over of at least **Rs. 5,00,000/-** (Rupees Five Lakhs) only over the last 03 (three) Financial Years (excluding 2020-2021) and shall enclose copies of Income Tax Certificates, Service Tax returns etc. as proof of his annual turn over. He must also enclose a copy of FSSAI clearances for his existing establishment. The Bidder must also enclose self attested copies of the following documents of his establishment :

- PAN Card;
- Voter's Identity Card;
- Professional Tax Challan - last 03 years;
- Proprietorship Firm - copy of Trade Licence;
- Partnership Firm - copy of Partnership Deed, Trade Licence;
- Private Limited Company - copy of Incorporation Certificate, Trade Licence;
- Society - copy of Registration, under W.B. Societies Registration Act, 1961 or the W.B. Cooperative Societies Act, 2006; Trade Licence;

12) **Selection and Intimation to the Successful Bidder :**

The Competent Authority will scrutinize the bids received to determine whether they are complete, whether any errors have been made, whether required technical documentation has been furnished, whether the documents have been properly authenticated and whether the Quotations are generally in order. During opening of Bid, the name of Bidders who have submitted their offers along with details of Earnest Money Deposit will only be read out and no other information / details whatsoever will be provided. The Competent Authority will also determine the substantial responsiveness of the Quotation. For purpose of this clause, a substantially responsive Quotation is one that confirms to all the terms and conditions of the Quotation Documents without material deviations. Ordinarily the Competent Authority's determination of Quotation's responsiveness is to be based on the contents of the Quotation itself recourse to extrinsic evidence.

13) **Important points to be noted by the Bidder :**

i) In case of a firm each partner or the power of attorney holder shall sign the Quotation and the signature shall be self attested. The self attested copies of Power-of-Attorney of persons signing the Quotation shall be enclosed with the Quotation. The power of attorney shall be signed by all partners. In case of Private Limited / Public Limited Companies, the power of attorney shall be signed by a person who is on the Board of Directors of the Company. A self attested copy of the

resolution of the Board will be furnished with the Quotation documents, without which the tender documents may be rejected.

ii) The Bidder should submit the Quotation which satisfies each and every condition laid down in this Quotation Document failing which the Quotation may be rejected. Conditional Quotations can be rejected without assigning any reasons.

iii) The originals of all self attested documents must be produced when demanded for scrutiny, failing which the bid may be declared non-responsive.

14) **Inspection of Site Infrastructure :**

The Bidders before submitting its Bid should inspect and examine the site infrastructure and its surroundings and shall satisfy itself about the form and nature of the site, the quantities and nature of the work / service and materials necessary for the completion of the Works / Service, means of access to the site, the accommodation it hold and in general, obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect its Quotation. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

15) **Credentials of the bidder :**

The bidder shall have experience of running an established in-house canteen service / food court / food plaza with *insitu* cooking facilities to a Govt. organization or a reputed private organization for a minimum of 200 persons which shall include staff and visitors for a period of at least 3 years to the satisfaction of that organization [Please attach certificate(s) of the organization(s)].

16) **Corrupt or Fraudulent Practices :**

i) The Competent Authority requires that the Bidder under this Quotation to observe the highest standards of ethics during the procurement and execution of such Contract. In pursuance of this Policy and for clarification “**Corrupt Practices**” and “**Fraudulent Practices**” has been defined as follows :

a) “**Corrupt Practices**” means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in Contract execution; and

b) “**Fraudulent Practices**” means a misrepresentation of facts in order to influence a procurement process or a execution of a Contract to the detriment of the public interest and includes collusive practice among Bidders (prior to or after Quotation submission) designed to establish Contract Prices at artificially non-competitive levels and to deprive the Competent Authority the benefits of the free and open competition.

ii) The Competent Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question. The Competent Authority will deem a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if at any time it determines that the firm has engaged in corrupt and fraudulent practices in competing for or in executing a Contract.

17) **Process to be Confidential :**

Information relating to the examination, clarification, evaluation and comparison of Quotations and the award of Contract shall not be disclosed to Bidders or any other person not officially concerned with such process until the award to the successful Bidder has been announced. The information provided by the Bidders shall be treated as provided in commercial confidence that will not be ordinarily disclosed.

18) **Opening of Bids :**

The bids will be opened on **18.06.2021 at 15.00 hours** in the presence of authorized representatives of bidder who prefer to be present. Tender without EMD will be summarily rejected. The Competent Authority may reject any part or all the tenders without assigning any reasons.

19) The Competent Authority may, at its discretion, extend this deadline for submission of Tenders by amending the Tender Documents in which case all rights and obligations of the Competent Authority and Bidders thereafter are subject to the deadline as extended.

20) Any bid received after the prescribed deadline for submission of tender, will be rejected.

21) **Contact Persons :- (Name, Detail Postal Address and Mobile No. shall have to be mentioned)**

i)

ii)

22) Any queries, regarding NIQ may be clarified from the office of the West Bengal Police Recruitment Board.

Member
West Bengal Police Recruitment Board

DEFINITIONS

Unless repugnant to the subject or context of usage, the following expressions used herein shall carry the meaning hereunder respectively assigned to them, namely:

1. **“Annexure”** referred to in the quotation document shall mean the relevant annexure appended to the Quotation Document and the Contract.
2. **“Approved”** shall mean approved in writing including subsequent confirmation of previous verbal approval. “Approved” shall remain approval in writing including as aforesaid.
3. **“Bidder”** shall mean the Bidder who submits the quotation for the work and shall include the successors and permitted assigns of this Bidder.
4. **“Bhawan”** shall remain the Araksha Bhawan, Block - DJ, Sector - II, Salt Lake City, Kolkata - 91.
5. **“Commencement Date”** shall mean the date upon which the Contractor receives the notice to commence the supply of services.
6. **“Competent Authority”** shall mean the Chairman, West Bengal Police Recruitment Board.
7. **“Member”** shall mean the Member (in the rank of SP), West Bengal Police Recruitment Board who will represent the Competent Authority as has been laid down in this Contract.
8. **“Contract”** shall mean the Contract for the work and shall include the Quotation Documents, the General of Conditions of Contract, the Letter of Acceptance and the accepted rates, the Offer, the Agreement and mutually accepted conditions in the authorized correspondences exchanged between the Contractor and the Competent Authority and any other document forming part of the Contract.
9. **“Contract Amount”** shall mean the sum of the weighted rates quoted by the Contractor in his Offer and accepted by the Competent Authority.
10. **“Contractor”** shall mean individuals or firm or company whether incorporated or not, undertaking the Contract and shall include legal representatives of such individual or persons composing such firm or unincorporated company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company. This shall be synonymous with term “Bidder” used in the Detailed Quotation Notice and shall mean the successful “Bidder”.
11. **“Letter of Acceptance”** means the formal acceptance issued by the Competent Authority.
12. **“Meals”** shall include *Thali* with cereals, lentil & dishes as per Annexure - R.
 - i. ‘Tiffin’ shall include snacks, small eats;
 - ii. ‘Beverages’ shall include Coffee, Tea, Cool Drinks, *Lassi* & Bottled (Packaged) Water.

13. **“Owner”** shall mean the Chairman & Managing Director, West Bengal Police Housing & Infrastructure Development Corporation Ltd. appointed by Govt. of West Bengal to hold charge of Araksha Bhawan, Block – DJ, Sector – II, Salt Lake City, Kolkata – 700 091.
14. **“Employer”** shall mean any establishment which has awarded the bidder, a contract for canteen services for/at his establishment.
15. **“Service”** shall mean the canteen and related services to be supplied to the Bhawan by the Contractors as stated in the Contract or that as prescribed in the Quotation Document.
16. **“Specification”** means the specification referred to in the quotation and any modification thereof or addition or deduction thereto as may from time to time be furnished or approved in writing by the Competent Authority. In case where no particular specification is given, the relevant specification, where one exists of the Bureau of Indian Standards or FSSAI shall apply.
17. **“Quotation”** means the Contractor’s bid offered to the Competent Authority for the supply of service or any part thereof as stated in the Contract calculated from the Commencement Date.
18. **“Time for completion”** means the time for completing the supply of service or any part thereof as stated in the Contract calculated from the date of commencement.
19. **“Work” and “Scope of Work”** shall mean the totality of the work / service and supplies of food and materials by expression or implication envisaged in the Contract and shall include all materials, equipment and labour required commencement, performance, provision or completion thereof.

Any term that has not been defined hereinabove, shall be governed by the meaning explained in Oxford Dictionary and / or should be determined by the General Clauses Act relevant to such Contracts.

SCOPE OF WORK

1) Work includes providing canteen and related services to the staff and visitors of Araksha Bhawan, Bidhannagar. The quality of services to be provided shall be of a fairly high order as at the State Secretariat of West Bengal or such other Offices, Guest Houses of the Government of West Bengal.

2) Canteen Services :

Most of the staff and visitors arrive from different districts from West Bengal with most of the staff preferring a *thali* meal with visitors having snacks, tiffin and hot & cold beverages.

Canteen and related services will include the following :

- i) Daily Meal and Tiffin & beverages at the dining hall.
- ii) Maintenance of the dining and kitchen areas to meet safety and hygiene standards.
- iii) Upkeep of the immediate premises, fittings, fixtures and internal decor of the dining hall and kitchen.
- iv) Any other canteen related services for the staff and visitors of the Bhawan such as meetings, briefings & official gatherings.

3) Canteen :

- i. Everyday the Contractor (Selected Bidder) shall provide all the items as specified in Annexure - R at the prescribed tariff rates. The Competent Authority may at his discretion require the Contractor to include any new item at mutually agreed rates during the course of the Contract period.
 - ii. At the request of the Contractor, the Competent Authority may revise the rates fixed for various items at the end of each year if the Contract is renewed or extended by mutual agreement. The Competent Authority may revise the rates in consultation with the Contractor. These will not exceed 10% of the cost fixed in the previous year. The decision of the Competent Authority would be final.
 - iii. The Contractor would bring necessary furniture, utensils, crockery and cutlery/ *thali*/ *katori* etc. as required for smooth functioning of the canteen. While procuring the crockery & cutlery the Contractor would also take into consideration the choice of the Competent Officer.
 - iv. The Contractor shall ensure that the food items served to the staff and visitors are of good quality i.e., value for money, hygienically prepared using good quality raw materials and having good nutritional value. Any discomfort/ illness/ indisposition caused by the consumption of food item shall be viewed strictly and the Competent Authority may terminate the Contract without giving any notice to the Contractor. The Contractor alone shall be held responsible for any such discomfort/ illness/ indisposition/injury caused to the staff and visitors.
 - v. The Contractor shall not serve alcoholic drinks either in the restaurant or in the rooms or at any place within the premises of the Bhawan.
 - vi. The Contractor shall prominently exhibit the schedule of prices of food items in the canteen premises in Bengali and English language. The Contractor shall also make available in the dining hall, laminated menu cards giving particulars of the food items served and their rates. The Contractor shall put in place a mechanism of feedback acceptable to the Member.
- 4) Ordinarily, the Contractor will raise bill and collect amounts for the canteen and related service provided from the staff and visitors directly and immediately and the Competent Authority shall not be responsible for any dues or bills left unpaid by the staff or the visitors.

- 5) With prior permission of the Competent Officer, the Contractor will be at liberty to add other facilities, utilities, equipment and inputs required for the preparation and service of food also for improving the canteen services. The Contractor may prepare and provide a list of such items as a part of the quotation documents.
- 6) The Contractor shall be responsible for and shall ensure the proper utilization of the facilities provided by the Bhawan without any manner of abuse or misuse. For any loss or damages to the premises, fittings, fixtures and equipment, recovery at replaceable value i.e. prevailing market rates would be deducted from the Contractor's security amount and if required the material/ item repaired or replaced at his cost.
- 7) Notwithstanding anything elsewhere provided herein the Contract may be terminated if the Contractor does not rectify the defect or deficiency in the maintenance, upkeep, hygiene and cleanliness of the kitchen and / or equipment to a state satisfactory to the Competent Authority within a reasonable period given to him. If hygiene standards are not met with after giving a notice, the Contract may be terminated for want of capacity to meet stipulation. The competent authority may re-tendered the Contract at the risk and cost of the Contractor who shall bind himself to meet the loss incurred to the Bhawan for the remaining period of the Contract.
- 8) **Feedback Mechanism :**

The Contractor will set up a mechanism for receiving complaints and feedback from staff and visitors on the designed format and forwarding it to the Member, West Bengal Police Recruitment Board.

GENERAL CONDITIONS OF CONTRACT

1. Introduction :

The essence of this Contract is to supply prepared good quality food and related services to the staff and visitors of Araksha Bhawan, Bidhannagar. The bidders are advised to carefully study this document before submitting their bids. These terms and conditions will have to be followed by the Bidders and no violation of these terms & conditions will be allowed. Any deviation in the bids from these terms & conditions may result in rejection of the bid. The successful bidder will enter into a Contract with the Competent Authority.

2. Parties to the Contract :

The parties to the Contract shall be the Bidder, whose offer is accepted and on behalf of Government of West Bengal, the Competent Authority namely WBPRB. The person signing the offer or any other document forming the part of Contract on behalf of other persons of the firm shall be deemed to have due authority to bind such person/s or the firm as the case may be in all matters pertaining to the Contract. If it is found that the person concerned had no such authority, the Competent Authority may, without prejudice to any other civil/ criminal remedies, terminate the Contract and hold the signatory and / or the firm liable for all costs and damage for such termination.

3. Right of the Competent Authority to inspect the food prepared or services or both :

The Competent Authority or his / her subordinates shall have unabridged right to inspect and supervise the day-to-day operation of the Contractor, including the inspection of the canteen premises, to ensure maintenance of high quality standards in conformity to the Contract Specifications.

4. Licence Fee :

The Contractor shall have to pay a Licence Fee of **Rs. 9,000 /-** (Rupees Nine thousands) only per month for use of the building infrastructure including utilization of Dining Hall and Kitchen. The staff and visitors of Araksha Bhawan are to be provided meals, tiffin & beverages at prescribed rates indicated at Annexure - R. However, the caterer will not indulge in any outdoor canteen services or home delivery services from the premises except for official meetings, briefings & gatherings of the West Bengal Police. All rates mentioned in Annexure - R are inclusive of all applicable taxes. The licence fee will be paid by way of NEFT or Bank Draft payable at Salt Lake / Kolkata in favour of West Bengal Police Housing & Infrastructure Development Corporation Ltd.

5. Imposition of Penalty for Late Payment of Licence Fee :

The successful bidder is also required to pay the licence fee by the 5th of every month failing which he/she will be charged a **penalty @ 1.5%** (one and a half percent) per month or part thereof after the due date of payment of Licence Fee. For non-payment of the licence fee and penalty, the Competent Authority may recover it from the Performance and / or Security Deposit without further notice. For repetitive failure to pay the licence fee on time, the Contract may be terminated. However, this will be without prejudice to any other action that the Competent Authority may take for recovering the amount due to him.

6. **Period of Contract :**

The period of Contract will be for one year extendable to three years after regular reviews which may be continuous. The Competent Authority may revoke the Contract if the Contractor fails to abide by any of the terms and conditions of the Contract or Government of West Bengal or in the interest of public. Before revoking the Contract, the Competent Authority shall give the Contractor an opportunity to be heard. However, the decision of the Competent Authority in this regard shall be final.

The Contract can be terminated by the Competent Authority or the Contractor after giving one month's notice. The Competent Authority may forfeit the Security Deposit tendered by him in case the Contractor fails to give such notice or gives inadequate notice to the Competent Authority.

Immediately after expiry / termination of Contract for any reasons mentioned above, the Contractor shall vacate the premises & handover vacant possession of the premises with all fittings & fixtures belonging to the Araksha Bhawan within 07 days, failing which he / she shall be liable to pay the **penal license fees @ 03 (three) times the normal license fees** as quoted in the commercial bid for the period of continued wrongful possession after expiry / termination of the period of Contract. Besides the Competent Authority may forfeit the security deposit given by the Contractor. The action would be taken without prejudice to any other action that can be taken by the Competent Authority under any prevailing laws in addition to the above action.

Notwithstanding anything contained in other clauses of the Quotation document, the Contract will automatically terminate if and to the extent that the continuation of the Contract or any part thereof becomes illegal or legally impermissible for any reason.

7. **Security cum Performance Deposit :**

For the Contract period, the Contractor shall furnish a security deposit of **Rs. 25,000 /-** (Rupees Twenty Five thousands) only towards the building, fittings & fixtures or any other equipment, provided to him under this Agreement and towards payment of regular monthly license fee. The Security cum Performance Deposit will be paid by way of Bank Draft payable at Salt Lake / Kolkata in favour of West Bengal Police Housing & Infrastructure Development Corporation Ltd.

8. **Forfeiture of the Deposit :**

If during the term of this Contract the Contractor is in default of the due and faithful performance of his/her obligations under this Contract, or any other outstanding dues by the way of fines, penalties or any recovery of any other amounts due to it, the Competent Authority shall, without prejudice to his other rights and remedies hereunder or at the applicable law, be entitled to call in, retain and appropriate the deposits/dues. Nothing herein mentioned shall debar the Competent Authority from recovering from Contractor by a suit or any other means any such losses, damages, costs, charges and expenses as aforesaid, in case the same shall exceed the amount of the Performance Deposit. After appropriating the deposits, the Contractor shall provide the amount appropriated at the earliest, but not later than 15 days from the date of appropriation failing which the Contract may be terminated at the risk and cost of the Contractor.

9. **Return of Security cum Performance Deposit :**

The Security cum Performance Deposit shall be retained until all disputes, if any, between both the parties have been settled to the entire satisfaction of the Competent Authority. The Deposits shall be returned to the Contractor by the Competent Officer provided that no outstanding claims of the Competent officer on the Contractor remain.

10. **Electricity, Cooking Gas Bill :**

The Contractor shall make an economical use of water. If for any reasons, there is a shortage or breakdown of services of this essential supply to Araksha Bhawan, Bidhannagar the Contractor should make his own arrangements for the supply of this utility for his operational purposes. Electricity charges & LPG charges will be paid by the Contractor. The modalities of payment of metered water and piped cooking gas if made available on the premises at a later day will be worked out by mutual consultation.

11. **Infrastructure Supplied :**

a) Araksha Bhawan will provide Dining Room, Kitchen with available infrastructure to run the canteen business, which includes water supply. The Contractor will arrange all additional items required for providing the canteen services at his own cost.

12. **Taxes, Labor Laws and Other Regulations :**

a) The Contractor shall be liable to comply with all the rules and regulations in respect of all statutory obligations applicable to the workmen including safety regulations.

b) The Contractor will be exclusively responsible to meet and comply with all legal requirements with respect to the food items prepared and sold by him to the staff and visitors of the Bhawan, including with respect to raw materials and ingredients incorporated therein, and shall be exclusively responsible for any infraction of the provision of any applicable law with regard to the preparation, storage, and sale of food, including the provisions of the Prevention of Food Adulteration Act, 1954; The Essential Commodities Act, 1955; The West Bengal Shops and Establishment Act, 1963; Standard of Weights and Measures Act, 1976; Standard of Weights & Measures (Enforcement) Act, 1985 and Food Safety and Standards Act, 2006 all rules, regulations and orders framed there under.

c) Latest copies of Registration of Provident Fund & Employees State Insurance (if applicable) for the existing staff & employees of the Bidder firm must be enclosed.

d) The Contractor shall accept and bear full and exclusive liability for the payment of any and all existing taxes of the Central or State Government or any other authority with respect to the Contract or any item sold or supplied pursuant thereto or anything done or service rendered pursuant thereto.

e) Due to sourcing of the canteen and related services, if the Bhawan is liable to pay any tax or cess to Local or any other authority, the same shall be borne by the Contractor.

13. **Staff :**

a. Efficiency, promptness, quality service, good behavior and politeness of the Contractor and his staff are the essence of the Contract. The Contractor is required to supervise the operations at all working hours and his manager or supervisor shall personally supervise operations in the premises. The Contractor shall engage his own staff for the work in the kitchen, for cooking and serving the food in the dining halls, for canteen in the premises to the guests of the Bhawan or the staff and visitors.

b. The Contractor shall provide suitable uniform duly approved by the Competent Authority for his personnel at his own cost. The Contractor shall on his own responsibility appoint all the necessary staff and employees who should be proficient in running the canteen. The Competent Authority shall have no responsibility or obligation, legal or otherwise in respect of the affairs of such employees, including their appointment, conduct, discipline, wages, terms & conditions of work, termination etc. which are the sole obligation of the Contractor.

- c. The Contractor shall furnish fitness certificates issued by the Authorized Medical Attendant/ Civil Surgeon of the Government of West Bengal every six months and at the beginning of the employment in case of any new employee / staff and shall also get verified their personal details from the Police authorities. Each and every staff appointed by the Contractor should have police verification certificate. The Contractor shall follow all statutes, rules and regulations that are applicable for such employment and employees. He will alone be liable for action under these rules and regulations. Smoking and drinking of alcohol in the canteen premises and the premises of Araksha Bhawan, Bidhannagar is strictly prohibited and staff of the Contractor shall strictly follow this order. He shall expressly indemnify the Government of West Bengal and the Competent Authority against any such action if it is carried out by way of omission or commission which is contrary to the laws, rules, regulations and orders concerning the canteen service business.
- d. Due to the CoVID-19 pandemic, the Contractor shall furnish the CoVID vaccination certificate of all the staffs who would be working in the canteen, issued a competent authority. He also has to follow the CoVID protocols issued by the Government of West Bengal i.e. use of hand sanitizers, temperature check up of the staffs and maintain proper cleanliness of the canteen area.
- e. Any 'lost and found' properties of the visitors / staff shall be promptly handed over by the staff of the Contractor to the Competent Authority.
- f. The Contractor shall arrange to properly dispose off the waste and garbage generated in and incidental to the operations of the Canteen as soon as possible. He shall also ensure that gratings are fixed in washing areas / sinks and water enters the sewer lines. Any blockages to the sewer lines has to be got rectified by the Contractor at his own cost.
- g. Entry into the Bhawan by any Contractor's personnel will be subject to issue of Gate Passes / Identity Cards to such personnel for the purpose.
- h. The gate passes / identity cards issued to the Contractor's personnel shall not ordinarily exceed the number which will be communicated to him by the Contractor from time to time except to meet emergent, casual or temporary requirements.
- i. The Contractor shall get the daily menu for each month approved by the Member, West Bengal Police Recruitment Board at the beginning of each month specifying the items to be served on each day. The Competent Authority may suggest subsequent changes in the menu in consultation with the Contractor.
- j. Use of polythene-bag / plastic cups shall be avoided in the Bhawan premises. All plastic containers / polythene pouches and all non-biodegradable trash shall be segregated from biodegradable waste for appropriate disposal. The Contractor shall take all measures to dispose of the waste generated. In case the Competent Officer is not satisfied with disposal of waste, he shall be competent to get it disposed of at Contractor's risk and cost.
- k. Work shall be carried out by the Contractor as per the Condition of Contract.

14. **Penalty Provision :**

The Contractor shall also be liable for penalty up to **Rs. 500/-** (Rupees Five hundred) only per instance in cases such as the following : -

- a. Inappropriate behaviour of the Contractor / or his staff.
- b. Inappropriate quality / quantity of food items.
- c. Improper use of Competent Authority's property and premises.
- d. Inappropriate service standards by the staff of the Contractor or stoppage of services.

- e. Not maintaining hygiene, cleanliness (except for reason beyond the control of Contractor like natural disasters etc.)
 - f. Not maintaining the committed strength of manpower by the Contractor.
 - g. Any other misconduct noticed by the Competent Officer or his subordinates.
- No penalty will be imposed without giving proper and prior hearing of Contractor's view point. However, Competent Authority's decision will be final and binding with regard to the imposition and extent of penalty. The amount of penalty will be deducted from the Contractor's Performance Deposit. If for any reason amount in performance Deposit is not available, the competent Authority may withdraw these amounts from Security Deposit.

15. **Assignment of Contract, Alternative in Firm :**

Except where otherwise provided for by the Contract, the Contractor shall not sub Contract any part of the Contract without the prior consent of the Competent Authority. The Contractor must provide proof of handling the Contract independently and not by forming a consortium of various Contractors.

16. **Disputes & Arbitration :**

The Member, WBPRB and the Contractor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract. If a dispute of any kind whatsoever that can not be resolved the same shall be referred to the sole arbitration of the Chairman, West Bengal Police Recruitment Board whose decision in this regard would be final and binding on the Contractor.

17. **Legal Jurisdiction :**

No suit or other proceedings relating to performance or breach of Contract shall be filed or taken by the Contractor in any Court of Law except the principal Court of ordinary civil jurisdiction under the District of North 24 Parganas which shall have exclusive jurisdiction to the exclusion of any outside court.

18. **Execution of Contract Document :**

The successful Bidder shall be required to execute a Contract Agreement with the Competent Authority on the non-judicial stamp paper of amount as prescribed under any law governing the Contract. The Competent Authority reserves the right to amend the terms & conditions of Contract after mutual discussion and shall only be in writing. The Agreement should be signed within 15 days from the date of Acceptance of the Bid. The Contract will be governed by the Contract Agreement, the Condition of the Contract (CoC) and other documents as specified in the CoC.

It shall be incumbent on the successful Bidder to pay stamp duty (if applicable) for the Contract Agreement, as applicable on the date of its execution.

19. **Documents to be Maintained :**

Such other documents as may be required by the Competent Authority to ensure that the Contractor has duly complied with his Contractual and statutory obligations. Copies of the Income Tax /Sales Tax /VAT/ Service Tax etc. (if applicable as per rule) of the last 03 (three) years paid, shall be submitted to the Competent Authority. The Contractor will produce all documents demanded by the Competent Authority.

20. Rights of the Competent Authority :

In case of any ambiguity in the interpretation of any of the clauses in Bid Document or the Contract Document, interpretation of the Clauses by the Competent Authority shall be final and bindings on all parties. Notice to form part of Bid Notice and these instructions shall form part of the Contract.

21. Inspection :

The Competent Authority shall be entitled to inspect and /or test by itself or through any of its representative or an independent agency any premises of the Contractor and materials stored therein for use pursuant to the Contract and / or any ingredient to be used in the preparation of food intended for provision of sale pursuant to the Contract. If any material, item or component intended to be used for the work is found to be unsatisfactory (in which matter the decision of the Competent Authority or his authorized representatives shall be final) the Contractor shall not use such material and shall kept the owner indemnified from and against any claim of infection, poisoning or illness arising from any bad, stale or defective food or material provided by the Contractor.

22. Interpretation :

The Special Condition of Contract shall be read in conjunction with all other documents forming part of this Contract. Notwithstanding the sub divisions of the documents into these separate sections, every part of each shall be deemed to be supplementary to and complimentary of every part and shall be read with and into the Contract.

23. Insurance :

The successful bidder (Contractor) shall take third party insurance to cover any accident or accidents of any nature, for a reasonable amount as required for this type of work against damage /loss/ injury to property or persons or loss of life during the complete period of the Contract.

The Contractor will hand over a copy of the Insurance Policy to the Competent Authority as specified in the Contract. In case the Contractor fails to take insurance policy, the Competent Authority would arrange for the same at the cost of the Contractor, otherwise the Competent Authority may terminate the Contract at the risk and cost of the Contractor.

24. Indemnity :

The Contractor shall indemnify and keep indemnified the Competent Authority against all losses and claims for injuries and or damages to any person or property. The Contractor shall abide by and observe all statutory laws and regulations in matters of Labour Law Factory Act, Explosive Act, Workmen Compensation Act, Sales Tax, Royalty, Excise Duty, Octroi, Works Contract etc. and shall keep the Competent Authority indemnified against all penalties and liabilities of every kind for breach of any such statute ordinance or law/ regulations or Bylaws. The Contractor shall not employ child labour. Payment to workers must be according to Minimum Wages Act, 1948.

ANNEXURE - R

PRESCRIBED MENU				
Sl. No.	Group	Description of Item	Unit	Rate (in Figure & words) (in Rs)
1.	A	Vegetable Thali :- Only Chapati / Roti (6 pcs / 150 gms) or Only Rice (Banskathi) (250 gms) or Mixed : Chapati (3 pcs) & Rice (100 gms) 1 Veg Curry / Sabji (100 gms) 1 Veg Bhaji (50 gms) Dal (Moong / Arhar / Masoor) (100 gms) Salad - 30 gms Papad - 1 pce.	Per Plate	
2.	A	Non Vegetable Thali :- Only Chapati / Roti (6 pcs) (150 gms) or Only Rice (Basmati) (250 gms) or Mixed Chapati (3 pcs) & Rice (100 gms) 1 Veg Curry / Sabji (100 gms) Dal (Moong / Arhar / Masoor) (100 gms) Salad - 30 gms Papad - 1 pce. Non veg Curry (any one item) :- A (i) Egg (2 pcs) A (ii) Fish (Rohu / Katla) (1 pce - 75 gms) A (iii) Chicken (2 pcs - 100 gms) A (iv) Mutton (2 pcs - 100 gms)	+	
3.	B	Alu Posto - 150 gms	Per Plate	
4.	B	Dhokar Dalna - 150 gms	Per Plate	
5.	B	Alu Potol - 150 gms	Per Plate	
6.	B	Paneer Curry - 150 gms	Per Plate	
7.	B	Extra Rice (Banskath / Basmati) - 100 gms	Per Plate	
8.	B	Extra Chapati / Roti	Per Piece	
9.	B	Vegetable Chow - 200 gms	Per Plate	
10.	B	Egg Chow - 225 gms	Per Plate	
11.	B	Chicken Chow - 225 gms	Per Plate	
12.	B	Mixed Chow - 225 gms	Per Plate	
13.	B	Veg Fried Rice - 150 gms	Per Plate	
14.	B	Egg Fried Rice - 175 gms	Per Plate	
15.	B	Chicken Fried Rice - 175 gms	Per Plate	
16.	B	Luchi (6 pcs) with vegetables/ Alur Dum (100 gms)	Per Plate	
17.	B	Parota (2 pcs) with vegetables/ Alur Dum (100 gms)	Per Plate	
18.	B	Masala Dosa with Sambar & Chutney	Per Plate	
19.	B	Plain Dosa with Sambar & Chutney	Per Plate	
20.	B	Idlee (4 pcs) with Sambar & Chutney	Per Plate	
21.	B	Sweets (2 pcs) - 100 gms	Per Plate	
22.	C	Chilli Chicken (4 pcs) - 200 gms	Per Plate	

23.	C	Veg. <i>Pakora</i> (4 pcs) - 100 gms	Per Plate	
24.	C	Onion <i>Pakora</i> (4 pcs) - 100 gms	Per Plate	
25.	C	Chicken <i>Pakora</i> (4 pcs) - 150 gms	Per Plate	
26.	C	Fish Finger (4 pcs) - 80 gms : a. Bhetki - b. Basa -	Per Plate	
27.	C	Fish Fry (2 pcs) - 150 gms : a. Bhetki - b. Basa -	Per Plate	
28.	C	French Fries - 100 gms	Per Plate	
29.	C	Veg Sandwich (1 Triangle) - 100 gms	Per Plate	
30.	C	Butter/ Jam Toast (2 Triangle) - 50 gms	Per Plate	
31.	C	Veg Cutlet (2 pcs) - 150 gms	Per Plate	
32.	C	<i>Samosa</i> (2 pcs) - 100 gms	Per Plate	
33.	D	1 Pot Tea with biscuit (4 pcs) - (200 ml tea) [Britannia/ Bisk Farm]	Per Pot	
34.	D	1 Pot Coffee with Biscuits (4 pcs) - (200 ml coffee) [Britannia/ Bisk Farm]	Per Pot	
35.	D	<i>Lassi</i> (200 ml)	Per Glass	
36.	D	Soft Drink (not higher than the MRP)	Per Can/ Bottle	
37.	D	Ice Cream (Branded) (not higher than the MRP)	Per Stick/Cone /Tub	
38.	D	Bottled (Packaged) Water [Branded] (not higher than the MRP)	Per Bottle 500 ml / 1 liter	
39.	D	Tea (100 ml)	Per Cup	
40.	D	Coffee (100 ml)	Per Cup	

N.B. : Subject to adhering to all the General Conditions of Contract including the conditions laid down in the Notice Inviting Quotations and the Scope of Work, the average rates for each group will be calculated and multiplied by a weightage of 4 (four), 3 (three), 2 (two) and 1 (one) for groups A, B, C and D respectively and the firm which offers the lowest weighted rates of all the four groups taken together will be offered the contract.

CHECK LIST & DECLARATION OF THE BIDDER

Sl. No.	Document	YES	NO
1.	Earnest Money Deposit		
2.	PAN Card;		
3.	Voter's Identity Card;		
4.	Professional Tax Challan - last 03 years;		
5.	Proprietorship Firm - copy of Trade Licence;		
6.	Partnership Firm - copy of Partnership Deed, Trade Licence;		
7.	Private Limited Company - copy of Incorporation Certificate, Trade Licence;		
8.	Society - copy of Society Registration, Trade Licence;		
9.	Annexure - R		
10.	Certificates of credentials from Employers - last 03 years		

DECLARATION

I hereby declare that I have inspected the site and have fully acquainted with the local conditions and have also gone through the Notice Inviting Quotation (NIQ), Scope of Work, General Conditions of Contract etc. and have enclosed all the documents with this bid. The copies of the documents are self attested of the original and are true to the best of my knowledge and belief. I also undertake to abide by all the laws, rules, regulations & orders governing the canteen service business.

Place :

Date :

Signature of the Bidder
(Full name of the Signatory)
Name of the firm of the bidder