



NOTICE INVITING TENDER NO.:
WBPDCL/CORP/NIT/E1686/23-24

**Tender Document For
“Providing Service for Running
Canteen/Cafeteria for the
employees of WBPDCL
Corporate Office at Bidyut
Unnayan Bhaban”**

APRIL 4, 2023

THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED
(A Government of West Bengal Enterprise)

REGISTERED & CORPORATE OFFICE: BIDYUT UNNAYAN BHABAN, BLOCK - LA, PLOT NO. 3/C, SECTOR-I II, SALT LAKE CITY, KOLKATA – 700106

The West Bengal Power Development Corporation Limited (hereinafter referred as WBPDC/Employer/Owner/Purchaser which expression includes its successors and assigns) is a Govt. of West Bengal enterprise and the largest power generating utility in the state of West Bengal. It has an existing installed capacity of 4265 MW with 5 (five) power plants viz.

- i) Kolaghat Thermal Power Station (4 x 210 MW),
- ii) Bakreshwar Thermal Power Station (5 x 210 MW),
- iii) Sagardighi Thermal Power Project (2 x 300 MW+ 2 x 500 MW) ,
- iv) Bandel Thermal Power Station (1 x 60 MW+ 1 x 215 MW) and
- v) Santaldih Thermal Power Station (2 x 250 MW).

The following coal mines had been allotted to WBPDC by MoC ,GoI :

- i) Barjore Coal Mine
- ii) Barjora North Coal Mine
- iii) Gangaramchak & Gangaramchak-Bhadulia Coal Mine
- iv) Pachchwara North Coal Mine
- v) Tara (East & West) Coal Mine

The Breakout area, where the canteen runs (during office hours only) is situated in the 1st floor of Corporate Office of WBPDC at Bidyut Unnayan Bhaban, Plot-3/C, LA-Block, Sector-3, Salt Lake City, Kolkata – 700106. The number of head at lunch usually varies from 100 to 120. Sometimes it is increased when any meeting is conducted at office.

E-tender is hereby invited by the Deputy General Manager (M&C-I/C), The West Bengal Power Development Corporation Limited from the resourceful, well experienced and financially sound Agencies/ Companies through electronic tendering (e-tendering) , for the job of **“Providing Service for Running Canteen/Cafeteria for the employees of WBPDC Corporate Office at Bidyut Unnayan Bhaban ”** .

1.	Title of the NIT	:	Providing Service for Running Canteen/Cafeteria for the employees of WBPDC Corporate Office at Bidyut Unnayan Bhaban.
2.	NIT NO.	:	<u>WBPDC/CORP/NIT/E1686/23-24</u> dtd.04.04.2023
3.	Scheduled dates of e-tendering :		
i)	Publishing Date	:	04.04.2023 at 15:00 hrs.
ii)	Document Download start date	:	04.04.2023 at 15:00 hrs.
iii)	Pre-bid queries submission end date	:	18.04.2023 at 11:00 hrs.
iv)	Pre-Bid meeting <i>(minutes of the pre-bid meeting shall be uploaded before bid submission start date)</i>	:	18.04.2023 at 15:00 hrs. (Venue : at Corporate Office of the WBPDC)
v)	Bid submission start date	:	19.04.2023 at 12:00 hrs.
vi)	Bid submission end date	:	02.05.2023 at 12:00 hrs
vii)	Technical Bid opening date	:	04.05.2023 at 12:05 hrs.
viii)	Uploading of Technical Bid Evaluation sheet	:	To be notified later
ix)	Financial Bid opening date	:	To be notified later
x)	Uploading of Financial Bid evaluation sheet	:	To be notified later
4.	Mode of tendering	:	Open E-Tender
5.	Contract period	:	12 months with a provision of extension of 6 months
6.	Bid Security/ EMD	:	Rs. 30,000 /-
7.	Name, Designation, Address of the tendering authority	:	The Deputy General Manager(M&C-I/C) , Corporate The West Bengal Power Development Corp. Ltd. Bidyut Unnayan Bhaban, Plot No. 3/C LA-Block, Sector-III, Bidhannagar,Kolkata-700 106
8.	Address for Communication	:	The Manager (PS) , M&C department, Corporate Office, The West Bengal Power Development Corp. Ltd. Bidyut Unnayan Bhaban, Plot No. 3/C LA-Block, Sector-III, Bidhannagar,Kolkata-700 106 Contact: 03326813625 / 9830616477 /managermnc21@gmail.com

1. GENERAL GUIDANCE FOR E-TENDERING

Interested bidders are requested to log on to the website <https://wbtenders.gov.in> to participate in the bid.

➤ Registration of Bidders

Bidders willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) from any authorized Certifying Authority (CA) under CCA, Govt of India. (viz. nCode Solution, Safescrypt, e-Mudhra, TCS, MTNL, IDRBT) or as mentioned in e-tendering portal of GOWB <https://wbtenders.gov.in>. DSC is given as a USB e-Token. After obtaining the Class II/III Digital Signature Certificate (DSC) from the approved CA they are required to register the Digital Signature Certificates through the registration system available in the website.

➤ Collection of Tender Documents

Interested bidders will have to download the tender documents from the website <https://wbtenders.gov.in> directly with the help of the e-Token provided. This is the only mode of collection of tender documents.

2. PRE-BID DISCUSSION

The queries for Pre-Bid within the stipulated date mentioned in the schedule of e-tendering in order to seek any additional information or to furnish additional clarification , if any , needed on the scope of work and NIT .

Clarification (signed copy of the pre-bid queries) has to be sought by the bidders through wbtenders.gov.in “**clarification**” module. Bidder manual for the same has been uploaded along with the Tender document.

Editable word document of the pre-bid queries has to be sent to email ID : **managemnc21@gmail.com**.

The pre-bid meeting shall be held at the Corporate Office , WBPDC as per the schedule given in this document.

Attendance of the Bidders at the pre-bid meeting is not mandatory. A maximum of 2 (two) representatives from each Bidder shall be allowed to attend the pre-bid meeting.

However, WBPDC may in its sole discretion respond to such queries submitted by any Bidder or amend the NIT as required, but is under no obligation to do so.

The clarification (s) /decision(s) against the queries/points as would be given by WBPDC and such decision shall form the integral part of this NIT & shall be binding on all the participating bidders. The outcome of the pre –bid meeting shall be uploaded in the e-tender portal as an integral part of the NIT .

3. EARNEST MONEY DEPOSIT

A) Value of EMD: Rs. 30,000 /-

B) Mode of submission: EMD shall be submitted ONLINE through this portal.

C) Refund of EMD:

i. In case of unsuccessful bidder(s):

EMD amount (deposited online) of the unsuccessful bidders, shall automatically be returned to the respective debited accounts from the e-tender portal.

ii. In case of rejected bid(s):

EMD amount (deposited online) of the bidders, shall automatically be returned to the respective debited accounts from the e-tender portal .

iii. In case of cancellation of the tender, the deposited EMD amounts shall be returned to the respective bidders automatically to the respective debited accounts from the e-tender portal .

- iv. In case of successful bidder: The Earnest Money of the successful Bidder will be converted into Security Deposit. However, no interest will be paid against this security money in any form. The security deposit will be refunded after completion of the entire contract period and due certification by the controlling officer.

There is no exemption in EMD.

No interest shall be payable by the Corporation on the Earnest Money that is refunded to unsuccessful bidders under any circumstances.

D) Forfeiture of Security Deposit/Earnest Money:

Earnest Money submitted will be liable to forfeiture on the following grounds:-

- i. For failure of bidders to accept the order / LOI / LOA placed within the validity period of their offer
- ii. On placement of order, if the contractor refuses to take up the job or withdraw his service in midway of the contractual period for any reason whatsoever, then the Earnest money and/or total Security Deposit may liable to be forfeited as per discretion of the WBPDC Authority and other penal action may be taken as deemed fit.
- iii. WBPDC reserves the right of forfeiture of Earnest Money deposit in case the bidder(s) after opening of tender, withdraws amends, impairs, derogates, or revokes his tender within the validity period or extension thereof.
- iv. If the bidder does not accept the arithmetical correction of its bid price.
- v. For failure to submit contract performance guarantee within stipulated date.
- vi. If the acceptance of order is not received within the stipulated period.
- vii. On providing false or incorrect information in respect of qualifying requirement or any other information.
- viii. In case of successful bidders who does not execute the awarded job, necessary action under the provisions of Corporation's Blacklisting Policy may be initiated.
- ix. Other conditions mentioned in this tender document.

4. QUALIFYING REQUIREMENT (QR)

- i. The bidder must be in business of running canteen in reputed Organizations / Corporate House / Educational Institutes having at least 03 years of experience in canteen.
- ii. The Bidder should have experience of running at least one canteen contract serving foods to more than 50 persons at a time to provide lunch / dinner, in reputed Organizations / Corporate House / Educational Institutions for at least 01 year.
- iii. The agency/contractor must have the following statutory certificates :
 - a. PF Establishment Code, allotted by RO/SRO with latest PF Return cum challan,
 - b. ESI Code, allotted by ESIC.
 - c. Trade License.
 - d. FSSAI License.
 - e. The Food & Adulteration certificate
 - f. The agency/contractor must have registered under West Bengal Shop & Establishment Act'54.
 - g. Valid GSTIN Registration certificate.
 - h. Valid PAN (Permanent Account Number) with Income Tax Authority in India.
- iv. The agency/contractor must have an Average Annual Turnover in last three

financial years (viz. year 2019-20, 2020-21, 2021-22) Rs.20 lakhs (Rupees Twenty lakhs) and Net worth in each of the last three financial years must be Positive. (Last FY being 2021-22).

- v. The agency must not have any adverse record or defaulter of statutory liabilities .
- vi. The Bidder should neither presently have blacklisted by, nor should be engaged in any enquiry or pending legal issue with the any State Government in India or Government of India.

5. SUBMISSION OF TENDER DOCUMENTS

A) Tenders are to be submitted online through the website <https://wbtenders.gov.in>. All the documents uploaded by the Tender Inviting Authority form an integral part of the bid.

Bidders are to keep track of all the Addendum / Corrigendum issued against the particular NIT and download copies of the above documents and merge the Addendum / Corrigendum with respective NIT. **No need to upload the published NIT documents**, instead upload the declaration as per format given in **Annexure I** . Bidders are required to upload all the tender documents along with the other documents, as asked for in the tender and the agendum / corrigenda of the tender,if published, through the above website within the stipulated date and time as given in the Tender.

The documents uploaded must be scanned against any virus and digitally signed using the Digital Signature Certificate (DSC).

B) Bidders must download tender specific documents (NIT, BOQ etc) from <https://wbtenders.gov.in>, prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations viz.

Cover #1 : "Fee/PreQual/Technical" &

Cover #2 : "Finance" for BOQ sheet duly filled up. Bidders needs to fill up the rates of items in the BOQ, downloaded for the supply, in the designated cell of the BOQ spreadsheet and upload the same in designated location of Cover #2 .

➤ The bid and other supporting documents uploaded by the bidders should be in only English language. **Bid in any other language is liable to be rejected.**

➤ Currency should be in INR.

C) No alteration in the Bid or in the amount(s) or any addition by way of special stipulation will be permitted.

D) Any Bid which is incomplete, ambiguous, or not in compliance with the Bid Document is liable to be rejected.

6. ONE BID PER BIDDER

a) Each Bidder shall be allowed to submit only one Bid. A bidder who submits more than one Bid will be disqualified.

b) The NIT/Bid is not transferable.

**7. COVER 1
DOCUMENTS:
TECHNICAL BID**

- i. Declaration as per annexure –I has to be submitted
- ii. Duly filled Annexure-III with documentary evidence viz
 - a. Company details documents (as applicable) viz. Partnership Deed ,Co-operative society Bylaw, MOA,Trade License, Company Registration Certificate
 - b. Valid PAN Card and IT Return of AY2020-21 , AY2021-22, AY 2022-23
 - c. Valid GST Registration Certificate
 - d. Valid PF establishment code supported by latest PF return-cum-challan
 - e. Valid ESI code supported by ESIC challan /Declaration on Workmen compensation
 - f. FSSAI License.
 - g. The Food & Adulteration certificate
 - h. Registration certificate under West Bengal Shop & Establishment Act'54.

Note : Undertaking on non-applicability for any of above statutory documents is to be executed on non-judiciary stamp paper of Rs. 10 with Legal declaration affirmed before a First Class Magistrate / Notary .

- i. Audited Accounts along with Audit report for last three consecutive financial years (last FY being FY 2021-22) to be submitted by the bidder .
- j. Credentials related to experience as per QR criteria 4(i) and 4(ii).

Note:

- i. All declaration and undertakings must be executed on non-judiciary stamp paper of Rs. 10 and Legal declaration affirmed before a First Class Magistrate / Notary – to be filled & duly signed and sealed by authorized signatory of the bidder and upload it.
- ii. Subcontractor's credentials are not acceptable. Credentials on working as a subcontractor are not accepted.
- iii. Authenticated scanned copies of all documents are to be uploaded in the designated locations of the e-tender portal and original documents of above copies are to be produced on demand.
- iv. The offers of the Bidder not meeting the Qualifying Requirements and not producing supportive documents shall be summarily rejected and no correspondence whatsoever shall be entertained.
- v. The Authority reserves its right to verify the documents/information submitted by the bidder.
- vi. Non-submission of any one of the above documents, non-compliance with the given format, submission of incomplete documents and false claims may disqualify the bidder and the bid document submitted, if any, may be rejected outright without any further reference to the bidder.

**8. COVER 2 :
FINANCIAL BID**

The financial proposal has to be submitted in Finance Cover as per decrypted BOQ sheet.

The bidder should fill up the BOQ with quoted value . **The price should be mentioned in the BOQ sheet including GST.**

Once completion of quoting rates in both of the sheets the bidder must encrypt the rates and upload the same with digitally signed. (Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the bidder).

Evaluation will be done only on the basis of rates quoted in the BOQ sheet .

- Price quoted should be inclusive of all taxes and should not be increased during the contract period.
- Contractor / Agency must clearly indicate in their offers the different taxes and duties which they propose to charge mentioning clearly the present rate(s) thereof. Vague offer / rate like “duties as applicable” shall not be considered.

9. CONDITIONAL AND INCOMPLETE TENDER

- i. The offer must accompany Declaration as per annexure-I , failing which it will be summarily rejected. If it is found that the Agency is blacklisted by any government department/ PSU/ Government agency at the time of submission of the bid and has submitted false declaration in annexure-I, the bid submitted by the bidder shall be rejected and their EMD shall be forfeited and necessary actions may be taken under the provisions of Corporation’s Blacklisting Policy.
- ii. Conditional and incomplete tenders are liable to summary rejection.
- iii. The entire offer to be submitted by the bidder should be unconditional. Any information, assumption, statement having a direct or indirect relation/ correspondence with the quoted rates shall be treated as a condition and as such a deviation from the tender norms stipulated in the tender documents. Bidders are, therefore, requested to thoroughly scrutinize the entire tender document and seek clarifications if required before submission of tender.
- iv. If any bidder fails to produce any original hard copies of the documents like Completion Certificate or any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies, it may be treated as submission of false documents by the bidder and action may be referred to the appropriate authority for prosecution as per relevant IT Act.
- v. All the uploaded annexures will have to be attested by the bidder with official seal of the agency / company .
- vi. All declaration and undertakings must be executed on non-judiciary stamp paper of Rs. 10 and Legal declaration affirmed before a First Class Magistrate / Notary – to be filled & duly signed and sealed by authorized signatory of the bidder.
- vii. The Corporation reserves the right to accept / cancel any or all tenders without assigning any reason whatsoever. The corporation does not bind itself to accept the rate quoted by the lowest bidder and reserves the right to accept or to reject any or all the tenders .
- viii. The bidder is expected to carefully examine the Bid documents and fully satisfy himself as to all the conditions and matters, which may in any way affect the work or the cost thereof. If any Bidder finds discrepancies or omissions in the Bid documents or is in doubt as to the true intent or meaning of any part thereof, he can submit his query within the date stipulated in the NIT for further clarification. Any query for clarification in the above respect after the submission of bid shall not be entertained. After receipt of such interpretation or clarification the Bidder shall submit his Bid but within the time and date as specified in the invitation to Bid. All such interpretation and clarification shall

form an integral Step of the tender documents and must accompany the bid.

- ix. The agency has to submit written clarification and information if any, verbal clarification and information shall not be accepted.
- x. Cost of bidding : All the expenses, incidental to the submission of the tender, discussion, conferences, if any, shall be borne by the bidder irrespective of whether the tender is accepted or not and the WBPDCI shall bear no liability whatsoever.
- xi. Any hardcopy of the document asked for clarification or any shortfall documents against uploaded tender submitted by the bidder shall become the property of the WBPDCI and The WBPDCI shall have no obligation to return the same to the Bidder for any reason whatsoever.

10. AMENDMENT OF BIDDING DOCUMENTS

a) At any time prior to the deadline for submission of bids, WBPDCI may, for any reason whether at its own initiative or in response to a clarification requested by prospective Bidders, modify the Bidding document by issuing addenda/Amendments. The amendment/addenda shall be part of the Bidding documents, and will be notified electronically to all prospective bidders and shall be binding on them. The Bidders will be required to acknowledge receipt of any such amendment to the Bidding documents only by uploading the Annexure-I duly signed and sealed. In order to provide time to prospective Bidders to take into account such amendment in preparing their bids, WBPDCI may, at its discretion, extend the deadline for the submission of Bids. Owner shall in no way responsible if the bidder fails to take notice or act in accordance to the addenda/Amendments issued time to time. WBPDCI may, at its discretion, extend the deadline for the submission of bids by amending the Bidding documents, in which case all rights and obligations of WBPDCI and bidders previously subject to the deadline, will thereafter be subject to the deadline as extended.

Any addenda /corrigenda to the NIT, will be published in the <https://wbtenders.gov.in> and bidders are requested to keep track of any addenda/corrigenda published time to time.

b) WBPDCI reserves its right to accept or reject any or all bids or any part of the bid without assigning any reason whatsoever and it shall not be liable for any compensation to expenses/loss incurred by the bidder in the process in whatever manner it may be.

11. OPENING & EVALUATION OF BID

A) Technical bid evaluation

Evaluation by The WBPDCI shall be based on the documents as uploaded by the bidder as per the tender clauses.

All QR documents viz, declarations, annexures, statutory documents, credentials, financial documents will be checked.

The requirements as stipulated in the tender documents are the minimum ones and The WBPDCI has the right to ask for any additional information, if necessary, in case the documents uploaded by the bidder are found inadequate. The WBPDCI reserves its right to reject any tender, if the bidder is found not qualified to perform the work satisfactorily. The WBPDCI reserves

the right to reject any tender, at any stage, if the bidder is found to have become qualified by giving incorrect and/or false information. **The bid without declaration as per annexure –I will be disqualified.**

Notwithstanding anything stated above or elsewhere, The WBPDC reserves the right to assess the capability and capacity of the bidder, should the circumstances warrant such assessment in the overall interest of The WBPDC.

Pursuant to scrutiny and decision of the Technical Evaluation Authority, the summary list of eligible bidders for which their Financial Proposals will be considered will be uploaded for the above in the web portals.

B) Price bid opening

Price bids of the technically eligible bidders declared by the Tender Evaluation authority will be opened electronically from the e-tender portal .

C) Price bid evaluation

L1 bidder will be Evaluated on weighted average basis and in totality of Sl. (i), (ii) & (iii) as noted below:-

- i) 70% weighted will be given to items at Schedule-A.**
- ii) 20% weighted will be given to items at Schedule -B.**
- iii) 10% weighted will be given to items at Schedule -C**

System generated L1 shall not be considered.

After evaluation of price-bid, by Tender Evaluation authority, the final summary result, name of the successful bidder and the rates quoted will be uploaded. The Tender Accepting Authority may ask any of the Bidders to submit analysis to justify the rate quoted by that bidder.

Issue of tender documents to any bidder will not be construed that such bidder is automatically considered qualified for the entire tender process.

The WBPDC reserves the right to accept any tender or reject any or all the tenders or cancel/withdraw the invitation for tender without assigning any reason whatsoever. Such decision taken by The WBPDC shall not be subject to raising of question by any bidder and The WBPDC shall bear no liability consequent upon such decision and the bidder shall have no claim in this regard against The WBPDC.

12. VALIDITY OF BID :

- (a) Bid shall remain open for acceptance by the Owner for a period of One hundred Eighty (180) days from the last date of opening of the financial Bid. During this period the Bidder shall not withdraw or amend his Bid.
- (b) The quoted prices shall remain firm till completion of the contract.
- (c) Notwithstanding sub-clause (a) above, the Owner may obtain the Bidder's consent to extend the validity period of his Bid, as required. The request and response thereto shall be made in writing. A Bidder accepting the request will not be permitted to modify his Bid.

13. DEVIATIONS

No deviation is allowed to the NIT .

14. CANVASSING PROHIBITED

Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the Facilitators who resort to canvassing will be liable to rejection.

15. SITE VISIT

The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of Works and its surroundings, go through service details connected to the work, if / as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

It shall be deemed that the Bidder has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates.

It shall be deemed that the Bidder has got himself acquainted with the running conditions and other details available for the service to be rendered.

16. ACCEPTANCE OF TENDER

Bids with Lowest valid rate as per calculation of weighted average basis should normally be accepted.

However, the Tender Accepting Authority does not bind himself to do so and reserves the right to accept any tender or reject any or all tenders or cancel / withdraw the invitation of tender, without assigning any reason for such decision. Such decision by the WBPDCI shall not be subject to question by any tenderers and the WBPDCI shall bear no liability consequent upon such decision. Further, after acceptance of the order, if the agency fails to execute the job within stipulated time the Earnest Money / Security deposit will be forfeited, without any reference.

WBPDCI shall not be obliged to furnish any information/ clarification/ explanation to the unsuccessful bidders as regards non-acceptance of their bids. Except for refund of EMD, if asked for, to unsuccessful bidders, WBPDCI shall correspond only with the successful bidder.

17. AGREEMENT:

- a) **The successful Bidder has to enter a License Agreement with WBPDCI on a Non-Judicial Stamp Paper as per specified value and termed as LICENSEE.**
- b) **An agreement on Non-judicial stamp paper of value of Rs.100/- has to be executed as per prescribed format (Annexure- II) between the Agency as the First Party and WBPDCI as the second party within 30 days from the date of placement of Order.**

18. REJECTION OF BID

On submission of any Bid, the corresponding bidder shall have no cause of action or claim against the Owner for rejection of his Bid. The Owner will always be at liberty to reject or accept any Bid at his sole discretion without assigning any reason and any such actions will not be called into question and the bidder shall have no claim in this regard against the Owner.

19. CANCELLATION OF TENDERS

WBPDCI may cancel the tender at his discretion without assigning any reasons whatsoever. In that case bid security will be released without interest. WBPDCI will not be liable for any other expenses incurred by the bidder to participate in the tender.

20. SCOPE OF WORK

- i. **The contractor / agency will be permitted to use the canteen hall / break-out area at the 1st floor of the Bidyut Unnayan Bhaban for the purposes of serving**

(Canteen Services)

the staff / employees of WBPDC.

- ii. **Food should be served from 03 (three) separate counters and adequate manpower should be available for serving the food.**
- iii. **Food Serving Time:-**
Lunch: From 12:30 pm. to 3 pm.
Evening Snacks : From 4:30 pm. to 6 pm.
- iv. The contractor / agency will be provided with a Kitchen measuring approximately 300 Sq.ft. at the Ground Floor of the Bidyut Unnayan Bhaban with required Electrical connection, water supply, Drainage and Sewerage facilities for the purpose of cooking / preparation of food items.
- v. The contractor / agency is entitled to use the infrastructural facilities, furniture, fixtures and fittings, belonging to the Corporation, in the canteen and kitchen premises and the contractor / agency shall ensure that the above are always properly maintained at their own cost.
- vi. Electricity, Electrical Appliances and other built-in equipments will be provided by the WBPDC at free of cost. All major and costly Electrical Appliances like Deep Freezer, Hot Case, Oven, and Furniture will also be provided by the WBPDC. The contractor / agency shall maintain Electrical Appliances and other built-in equipments in good working condition at their own cost and put it to regular use for purposes solely connected with catering arrangements. However, Repair & Maintenance Cost of such appliances will be borne by the cafeteria/canteen service rendering entity.
- vii. The contractor / agency will be provided with crockery, cutlery, cooking utensils, gas oven / burners, glassware and other articles necessary and required and suitable for running the canteen services. The contractor / agency shall at all times keep and maintain all these articles in a clean, neat, hygienic and tidy order and condition.
- viii. The contractor / agency shall arrange at their own cost regular supply of industrial gas cylinders. Maintenance of gas burners, gas lines etc., and regular servicing of gas burners, gas lines etc., shall be the responsibility of the contractor / agency.
- ix. A high standard of catering shall be maintained for all items with due regard to quality and purity of food stuff, quality and quantity of dishes, cleanliness in preparation and handling of food items and utmost courtesy of services.

Schedule-A

Menu / Items Description	
Veg. Meal Uncooked Rice-150gms. (Dudherswar / Banskati or similar type Fine Rice)/ 4 Roti, Uncooked Dal-20gms.-, Bhaji/Potato Smash, Uncooked Vegetable- 150gms. (curry-seasonal vegetable as available), Chatni, Papad.	
Egg Meal Rice, (Dudherswar / Banskati or similar type Fine Rice)/ 4 Roti, Dal, Bhaji/Potato Smash, Sabji, Egg Curry-1pc., Chatni, Papad.	
Fish Meal Rice, (Dudherswar / Banskati or similar type Fine Rice)/ 4 Roti, Dal, Bhaji/Potato Smash,, Sabji, Fish Curry, Chatni, Papad)	Fish Type :
	Ruhi – 70 gms. (1 pc.)
	Katla – 70 gms. (1 pc.)

Chicken Meal

Rice, (Dudherswar / Banskati or similar type Fine Rice)/ 4 Roti, Dal, Bhaji/Potato Smash,, Sabji, **Chicken Curry-150gms.-3pcs.**, Chatni, Papad.

Mutton Meal

Rice, (Dudherswar / Banskati or similar type Fine Rice)/ 4 Roti, Dal, Bhaji/Potato Smash,, Sabji, **Mutton Curry-150 gms.-3pcs.**, Chatni, Papad.

***** Note: The quantity of Rice/Dal/Vegetables as mentioned in Vegetable Menu will be same for Egg./Fish/Chicken/Mutton Meal.**

Schedule-B

Separate Items:	<u>Qty.</u>
Chicken Curry	1pc. (50 gms.)
Fish Curry- Ruhi	1pc. (70 gms.)
Fish Curry - Katla	1pc. (70 gms.)
Egg Curry	1pc.
Plain rice	150gms.(uncooked)
Paratha	1pc.
Roti	1 pc.
Plain Curd	100gms. (Reputed brand)
Sweet Curd	100gms. (Reputed brand)
Rasogolla	1pc. (good quality)
Sandesh	1pc. (good quality)
<u>Schedule-C</u>	
<u>Evening Snacks Items</u>	<u>Qty.</u>
Butter Toast	1pc. (good quality)
Omelet	1pc. (good quality)
Boiled Egg	1pc. (good quality)
Singara	1pc. (good quality)
Veg. Chowmein	200gms. (Cooked)
Egg. Chowmein	200gms. (Cooked)
Vegetable Chop	1pc.
Jhal Muri Mixture	100 gms.

- **The list is not exhaustive and may be changed as per requisition.**

21. OBLIGATION OF THE CONTRACTOR / AGENCY

- The contractor / agency will use only branded raw material for preparation of food items and cooking purpose.
- Care must be taken to ensure that, while carrying out the work, no fittings, fixtures, furnishings, equipments provided by the WBPDC are damaged. Any damages done to the same or any other property will have to be repaired / replaced by the contractor / agency, failing which the same will be done by WBPDC at the contractor's risk and cost. In this regard, the decision of the competent authority shall be final and binding on the contractor / agency.

- iii. Storing / supply / sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in canteen and kitchen premises as provided by the WBPDC. Any breach of such restrictions by the contractor / agency will attract deterrent action against the contractor / agency as per statutory norms.
- iv. WBPDC shall not provide any consumable or non-consumable items including raw materials at the Canteen for the purposes of cooking. WBPDC shall not provide any gas cylinders, equipments, etc. for the functioning of canteen. The contractor / agency have to install electronic fly-kill / insect repellent equipment, emergency lighting / gas and fuel supply on their own cost.
- v. The Furniture, Fittings, Electrical Appliances and other built-in equipments etc. including cooking utensils as stated above shall remain the property of the WBPDC and the contractor / agency shall be responsible for any loss, theft, misplacement or damage whatsoever for which the WBPDC shall be at liberty to claim compensation.
- vi. The contractor / agency shall not use the canteen and kitchen premises for any other activity except for the purpose for which it has been provided.
- vii. The contractor / agency shall keep the canteen and kitchen as well as its surrounding areas clean and upkeep sanitation every day after the services are over. The cleaning includes cleaning of kitchen, canteen / break-out area, floor, counter, tables, chairs, etc. WBPDC management will have 24 hours access to inspect the canteen premises at any time for ensuring the cleanliness and hygienic conditions of the canteen, kitchen and dining hall premises.
- viii. The contractor / agency without causing any environmental hazards should dispose off kitchen garbage and leftover food at their own cost and arrangement. The contractor / agency should liaise with the local Municipal / Civic Authorities for disposal of non-degradable garbage once in two days.
- ix. The contractor / agency shall not keep any spurious goods in the canteen or kitchen premises and shall not use the same for any immoral or illegal purpose. The contractor / agency will be strictly prohibited to deal in and / or carry on in the said canteen / kitchen premises, the prohibited business, such as Alcohol, Narcotics, highly inflammables like petrol, diesel, kerosene etc. Only Industrial LPG shall be used for cooking purposes.
- x. The contractor / agency shall remain fully responsible to carry out lawful instructions of the beneficiary and for smooth running of the Canteen for the employees / staffs.
- xi. The food stuff to be supplied must be of good quality and if it is found substandard, the Management reserves the right to destroy those without any compensation and may also impose penalty as considered necessary. In that case, they have to make fresh supply of food stuff to cater the employees / staffs.
- xii. The contractor / agency shall be responsible for engaging adequate number of trained manpower required for cooking and serving food items at the canteen premises. The deployed staff should possess good health, properly cleaned, neatly dressed and should be free from any disease especially contagious and

- frequently recurring diseases.
- xiii. The contractor / agency shall obtain at their own expense all Licenses, Permission etc., as may be required by Law and shall bear all Taxes imposed by any Governmental / Municipal Authority.
 - xiv. It is the exclusive responsibility of the contractor to ensure due and timely compliance with all relevant laws including labour laws, regulations etc. relating to the employment of persons.
 - xv. The contractor shall provide distinctive uniforms, apron, gloves, headgear etc to its supervisors, canteen persons, kitchen workers and other workers at their own cost.
 - xvi. The contractor / agency shall clean and maintain the wash area and basins provided at the canteen / kitchen premises all times during the contract period. The taps and fittings are to be maintained in serviceable condition at all times by the contractor / agency.
 - xvii. The contractor / agency or its staff shall not indulge in any act which may hamper the peace or serenity of the office, likely to be detrimental to the interests of the Corporation. The contractor / agency or its staff shall not use the premises, properties, fixtures, fittings, etc., for any purpose other than those expressly provided in the contract. The contractor / agency shall not engage any persons having bad / criminal records.
 - xviii. The contractor / agency shall not alienate and mortgage the canteen / kitchen to any bank, financial institution or any person and the contractor / agency shall not accrue any right of inheritance or succession by this contract.
 - xix. The contractor / agency should not sublet the work to any other agencies in any cases.
 - xx. Observance of Statutory Compliances: The contractor / agency shall have to ensure all statutory compliances and have to observe, perform and comply with the provision of
 - (a) The Contract Labour (R&A) Act, 1970,
 - (b) The Payment of Wages Act, 1936,
 - (c) The Employees' Provident Fund & Misc. Provisions Act, 1952,
 - (d) The Payment of Bonus Act, 1965,
 - (e) The Minimum Wage Act, 1948,
 - (f) The Employees State Insurance Act, 1948 / the Employees' Compensation Act, 1923
 - xxi. Other law of the land as may be applicable. However, WBPDC will not bear any financial responsibility of the workers to be deployed by the contractor / agency.
 - xxii. Additionally the agency should obtain Group Personal Accident Insurance from the enlisted company by the WBPDC.
 - xxiii. The payment of Insurance Premium for Group Personal Accident Insurance will be reimbursed by WBPDC against submission of original receipt at actual (The Insurance should be obtained from the enlisted Insurance Company by the WBPDC). Basic premium Rs.130/-per worker/year+ GST as applicable.

22. OTHER CONTRACTUAL OBLIGATION & PENALTY

- xxiv. The personnel to be deployed by the contractor / agency shall not have any relationship whatsoever with the Corporation under the contract. The Corporation's relationship with the contractor would be on principal basis.
- i. WBPDC reserves the right to impose a penalty [to be decided by WBPDC authorities] on the contractor / agency for any serious lapses in maintaining the quality and the services willfully or otherwise by the contractor or its staff or for any adulteration.
 - ii. If the Corporation is not satisfied with the quality of eatables served, services provided or behavior of the contractor or its employees, the contractor will be served with 24-hour notice to improve or rectify the defect[s], failing which WBPDC will be at liberty to take an appropriate necessary steps as deemed fit.
 - iii. The raw materials used for cooking may be checked by the canteen committee at any time and if substandard / unauthorized material is found after serving three adverse notices, it will be treated as breach of contract and WBPDC may review the contract. And such decision of WBPDC shall be final and binding.
 - iv. The contractor / agency should take all the safety measures including fire while running the canteen/cafeteria. The agency shall take all safety measures during the work as per the safety rules as defined in "**Safety Annexure-A**" in consultation with the Controlling officer and Safety Officer, Corporate, WBPDC as and where applicable. The contractor will be solely and wholly responsible for accident that may occur during the execution of the work and for injury or damage to person or property of any description whatsoever which may be caused by or result from the execution of the work.
 - v. The contractor / agency will be required to display the daily menu and the rate list of all the food articles (as per quoted list), soft drinks, beverage, juices, etc. to be sold in the canteen/cafeteria.
 - vi. The contractor / agency will be liable & indemnify for any loss or damage to the Corporation resulting from fire, negligence, accident, theft, pilferage or for any other cause in course of carrying out the work assigned to them. WBPDC also reserves the right to impose penalty as deemed fit.

23. PRICE

Accepted rates of items shall remain fixed for the period of contract.

24. GOODS AND SERVICE TAXES

GST rates as applicable. Any change in GST rate will be applied accordingly. **Basic price quoted for each items specified should be inclusive GST as applicable on date of submission of bid.**

25. TERMS OF PAYMENT

The individual users shall pay the meal charge as per approved rate on daily basis. The official requisition as approved by the Communication Cell shall be paid by WBPDC at the end of each month on rising of invoice and certification of the concerned officer.

26. CONTRACT PERIOD

The period of contract shall be for **12 (Twelve) months**.

If the contractor / agency agree to continue the jobs entrusted upon even after expiry of the contract period as asked by the Corporation the same may be

extended depending upon satisfactory performance of the contractor / agency over last year at the same terms and conditions for a period of 06 months, as mutually agreed.

27. DATE OF COMMENCEMENT Date of commencement shall be reckoned from the 15th day from the placement of Letter of Award.

28. CONTROLLING OFFICER The Dy. General Manager(HR&A), WBPDC or his authorized representative.

29. PAYING AUTHORITY The General Manager (F&A)/Corporate, WBPDC shall be the paying authority of the said job in case of official requisitions and refund of SD.

30. CONTRACT PERFORMANCE SECURITY DEPOSIT The Earnest Money of the successful Bidder will be converted into Security Deposit. However, no interest will be paid against this security money in any form. The security deposit will be refunded after completion of the entire contract period and due certification by the controlling officer.

It is required to cover the statutory liabilities of the Contractor / agency & also to recover the damages caused to WBPDC/ penalty to be imposed by WBPDC under clause no. 22.0 of Tender documents.

31. TERMINATION OF CONTRACT

- i. In the event of breach of any of the covenants and stipulations contained in the agreement/ terms and conditions of the tender documents as well as Work Order and failure of the contractor / agency to remedy such breach within the stipulated time as will be directed by the Corporations, the contract will be terminated by giving one month notice by either party.
- ii. Any goods of the Corporation in custody or power of the contractor / agency at the time of termination of contract or expiry of the contract by efflux of time or by notice or otherwise shall be restored / return by the contractor / agency to the Corporation.
- ii. WBPDC at its discretion may terminate the orders with 1 (One) months' notice without assigning any reason whatsoever.

32. LEGAL JURISDICTION Any legal dispute would be dealt under the Jurisdiction of Calcutta High Court only.

33. BLACKLISTING The Agency may be blacklisted as per WBPDC's Policy & Procedure of Blacklisting and Debarment of Agencies from Business Dealings.

ANNEXURE-I

DECLARATION

A. I, _____ on behalf of _____ (name of the company / partnership firm) _____ do hereby declare that I have gone through all the provisions of NIT No. _____ dated _____ (including subsequent Addenda/ Corrigenda and other documents) and clearly understood the implications of all those provisions and submitting my / our bid adhering all the provisions of said NIT (including subsequent Addenda/ Corrigenda and other documents).

B. I, _____ on behalf of M/s. _____ (name and address of the bidder) hereby declare that M/s. _____ (name of the bidder) is not blacklisted/ debarred by any Government department/ Public Sector Undertakings/ Other Government Agencies for which we have executed/undertaken the works/ services during the last _____ year(s).

C. I, _____ on behalf of M/s. _____ (name and address of the bidder) do hereby declare that no additions/ deletions/ corrections have been made in the downloaded/ supplied tender document and the tender document submitted by M/s. _____ (name of the bidder) is identical to the one appearing in the procuring entity's portal/supplied by the procuring entity.

D. I, _____ on behalf of M/s. _____ (name and address of the bidder) do hereby declare that _____ (Name of the agency) have satisfactory past record of compliance of all statutory applicable Labour / Financial Laws in their favour and have no adverse record or defaulter of statutory liabilities.

E. I, _____ on behalf of M/s. _____ (name and address of the bidder) do hereby confirm that my / our bid complies with the total techno commercial requirement of tender document without any deviation. We hereby withdraw all deviation mentioned in technical proposal ,if any. The bid is a "Zero Deviation bid".

I, hereby, further declare that all the above information declared hereinabove, are true to the best of my knowledge and in the event any of the above information at a later stage, is found to be false, by the Procuring Entity, the Procuring Entity shall be at liberty to take any action as deemed fit at my/ our sole risk and cost.

Signature of Bidder / Authorised representative
Seal of the Company

Must be executed on non-judiciary stamp paper of Rs. 10 and Legal declaration affirmed before a First Class Magistrate / Notary – to be filled & duly signed and sealed by authorized signatory of the bidder and upload it.

THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

A Government of West Bengal Enterprise | CIN : U40104WB1985SGC039154

(Annexure- II)

(To be executed in non judicial stamp paper of Rs. 100/-)
CONTRACT AGREEMENT FORM

ARTICLES OF AGREEMENT made this day of Two Thousand and Nineteen BETWEEN THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED (in short WBPDCCL), (A Government of West Bengal Enterprise) incorporated under the Companies' Act, 1956 having its Registered Office at Bidyut Unnayan Bhaban, Plot 3/C , LA-Block, Sector-III, Salt Lake City, Kolkata – 700 106, hereinafter called as “WBPDCCL” – Tender (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the First Party of the first part AND hereinafter referred to as “Contractor” (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) hereinafter called as “Contractor” of the Second Party of the second part. The parties hereto agreed as follows:-

- 1) The West Bengal Power Development Corporation Limited – (First Party) herein desired to engage Company / Contractor / Agency on contractual basis for Running Canteen/Cafeteria Service for the employees of WBPDCCL Corporate Office at Bidyut Unnayan Bhaban, Plot 3/C, LA- Block, Sector –III, Bidhannagar, Kolkata- 700 106 under the control and supervision of the said contractor / agency and subject to the Terms & Conditions as mentioned in the Tender Document vide Notice Inviting Tender No..... dtd.
- 2) In pursuance of the said NIT M/s.....Contractor (Second Party) submitted their offer along with all specified documents and maintaining the Terms & Conditions of the Tender Document along with other Agencies for Running Cafeteria / Canteen Service for its employees of WBPDCCL Corporate Office at Bidyut Unnayan Bhaban, Plot 3/C, LA- Block, Sector –III, Bidhannagar, Kolkata- 700 106.
- 3) After being successfully fulfilling all the criteria of the NIT, the Work Order had been placed on M/s.....(Second Party) vide no. by the First Party for execution of the job.
- 4) The Contractor (Second Party) agreed to accept the Terms & Conditions of the Work Order, Terms & Conditions of the Tender Documents, MOM and other terms and condition which may be communicated from time to time, the Contractor (Second Party) further, agreed to strictly abide-by the aforesaid Terms & Conditions of the Tender Documents which will be treated as part of the agreement for all intents and purposes.

IN WITNESS WHEREOF the parties to these presents have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED AND DELIVERED for and on behalf of
The West Bengal Power Development Corporation Limited

In the presence of

SIGNED AND DELIVERED by the Contractor

In the presence of

THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

A Government of West Bengal Enterprise | CIN : U40104WB1985SGC039154

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18. Details with name of the organization where of running at least one cafeteria/canteen contract serving more than 50 persons at a time to provide lunch / dinner, in reputed Organizations / Corporate House / Educational Institutions as on date, in the following format as per clause no.4(ii):

Name of the Org.	Period of contract	Name of controlling officer & Ph. No.	User performance certificate/W.O. to be enclosed (Yes/No) & pg. no.

19. Yearly turnover of the firm during the last three years;

2019-20.....

2020-21.....

2021-22.....

20. Name of the firms / organizations in the Kolkata and surrounding region where bidder is providing cafeteria / canteen services of the equivalent scale as on date:

(Copies of the contract award letter along with the name of contact persons, addresses and telephone numbers should be enclosed)

(Signature with Office Seal of Contractor / agency / firm / organization / Contractor / Person)

Full Name:

Date:

Place: