Office of the Resident Commissioner Government of West Bengal A/2, State Emporia Buildings, Baba Kharak Singh Marg, New Delhi-110 001

NOTICE INVITING E-EXPRESSION OF INTEREST No. 01 /PRCND of 2022-23 of Principal Resident Commissioner, New Delhi, Government of West Bengal Published online through Executive Engineer-I, City Division, PWD

MEMO NO.: 285-RCWB/G 22A/2023

Tender Reference Number: WBPWD/PRCND/WB/E01-0/22-23
Tender ID: 2023_ PWD_482109_1
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Section 1

GENERAL NOTICE

The Principal Resident Commissioner, New Delhi, Government of West Bengal invites e-Expression of Interest (in two bid system) for the work detailed in the table below. (Submission of Technical Bid and Financial bid through online only)

SI. No	Name of work	Earnest Money	Contract Period	Minimum Bid Value
		(Rs.)		(Rs.)
1,	Provision of Catering Services at Banga Bhawan, 3, Hailey Road, New Delhi – 110 001 and West Bengal Guest House, 2, Pandit Uma Shankar Dixit Marg, Chanakyapuri, New Delhi – 110 021	100000/-	3 years	200000/- per Month

- Expressions of Interest are hereby invited from intending reputed and bona-fide agencies for provision of Catering Services at Banga Bhawan, 3, Hailey Road, New Delhi 110 001 and West Bengal Guest House, 2, Pandit Uma Shankar Dixit Marg, Chanakyapuri, New Delhi 110 021. The selected participant will be liable to run the Canteen Facilities at both the above mentioned guest houses as per Government Norms and according to the Terms & Conditions in the form of MoU which will be executed at a later stage, for a period of three years from the date of execution of the MoU/Contract Bond. The said contract will remain renewable at the end of three years from such date upon satisfactory performance, to be considered by the office of the Resident Commissioner, Government of West Bengal, subject to maximum period of (3years+2years)= 5 years. The terms & conditions are attached at Annexure –A.
- The interested participants are to state clearly in writing the amount that they would be prepared to pay per month as rent to the Government of West Bengal, and in this context are to note that the minimum offer to be considered is Rs. 2,00,000/- as monthly rent and offers equal to or higher than such amount shall only be considered. Bids lower than the amount rejected ab initio.
- 3 The offered amount of rent will remain the only criteria for final selection.
- The commercial establishment/restaurant would cater to non-boarders and boarders alike at same floor space which would be indicative of segregated commercial space and boarder space, but such commercial activity would be allowed only at the Banga Bhawan, 3, Hailey Road, New Delhi 110001.

Minimum eligibility conditions:

5

- i) Total turnover of at least Rs. 75 Lakh per annum in catering/ restaurant business for the last three financial years, (Documentary evidence shall have to be submitted with the 'Technical Proposal').
- ii) Five years' experience in a similar service providing capacity
- iii) Minimum number of staff who can be readily deployed: 25 (total for both establishment/Guest Houses.) (Documentary evidence shall have to be submitted with the 'Technical Proposal').

- iv) The participants must possess experience of serving Bengali cuisine in a catering service, hotel or restaurant and submit a certification to prove specialty in authentic Bengali cuisine from those served in the last 3 years. (Documentary evidence shall have to be submitted with the 'Technical Proposal').
- v) The participant must have a multicity presence. One of the restaurant/commercial establishments should have its presence in West Bengal. (Documentary evidence shall have to be submitted with the 'Technical Proposal').
- vi) Valid up to date clearance of Income Tax return / Professional Tax Clearance Certificate / P.T. (Deposit Challan) / Pan issued by the IT Deptt., Govt. of India / 15-digit Goods & Service Taxpayer Identification Number (GSTIN) under GST Act, 2017/ Voter ID Card for self identification to be accompanied with the Technical documents [Non statutory Documents] Income Tax Acknowledgement Receipt for assessment year 2022-2023 to be submitted. [Non statutory Documents]
- vii) In case of Proprietorship and Partnership Firms and Company to Tax Audited Report in PDF Form is to be furnished along with Balance Sheet & Profit and Loss A/c. for the last 5 (five) years (year just preceding the current Financial year will be considered as year-1). [Non statutory Documents]
- viii) Where an individual person holds a digital certificate in his own name duly issued to him by the company or the firm of which he happens to be a director or partner, such individual person, either belonging to an appropriate cadre officer of the company or an authorized partner of a firm, having a registered power of attorney empowered by the board or by the firm shall invariably upload a copy of registered power of attorney showing clear authorization in his favour to upload such tender.
- ix) Declaration regarding Structure and Organization duly digitally signed by the applicant to be submitted along with application.
- x) A prospective bidder shall be allowed to participate in a single job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job, all his applications will be rejected for that job.
- xi) Where there is a discrepancy between the unit rate & the line item total resulting from multiplying the unit rate by the quantity, the unit rate quoted shall govern.
- xii) The Partnership Firm shall furnish the registered partnership deed and the company shall furnish the Article of Association and Memorandum. [Non statutory Documents]

6 General terms & Conditions:

- The dining area will be available for both the residents as well as non-residents of both Guest Houses.
- ii) A tariff differential shall have to be maintained between the residents and non-residents, with the tariff for residents of Banga Bhawan being determined by the Government of West Bengal.
- iii) Only restricted parking facility will be available with entry from Gate no. 2 of Banga Bhawan, 3, Hailey Road, New Delhi for which valet services would have to be provided by the participant.
- iv) Pest control and operational management of the canteen & Restaurant will solely be the responsibility of the selected participant.
- 7. Traditional process of deposit of earnest money through offline instruments like Bank Draft, Pay Order etc. has been stopped for e-tender procurement of this Division wef. 01.10.2015. Necessary Earnest Money will be deposited by the bidder electronically: online through his net banking enabled bank account, maintained at any bank or: offline through any

bank by generating NEFT/ RTGS challan from the e-tendering portal. Intending Bidder will get the Beneficiary details from e-tender portal with the help of Digital Signature Certificate and may transfer the EMD from their respective Bank as per the Beneficiary Name & Account No., Amount, Beneficiary Bank name (ICICI Bank) & IFSC Code and e-Proc Ref No.

Intending bidder who wants to transfer EMD through NEFT/RTGS must read the instruction of the Challan generated from E-Procurement site.

Bidders are also advised to submit EMD of their bid, at least 3 working days before the bid submission closing date as it requires time for processing of Payment of EMD.

- 8. The selected participant will have to furnish deposit of Rs. 3, 00,000/- as security money in the form of demand draft from the Nationalized Bank within 7 days from the date of receipt of Letter of Intent/Provisional Work Order.
- 9. In the event of e-filling, intending bidder may download the EOI documents from the website: https://etender.wb.nic.in directly with the help of Digital Signature Certificate. Technical Bid and Financial Bid (two bid system) both will be submitted concurrently duly digitally signed in the https://etender.wb.nic.in.Tender document may be downloaded from website & submission of Technical Bid/Financial Bid as per EOI time schedule stated in Item no.— 16 of N.I.T as mentioned in page— 5.

The documents submitted by the bidders should be properly indexed & digitally signed.

Both Technical document and Financial Bid are to be submitted in technical (Statutory & Non–Statutory folder) and financial folder concurrently duly digitally signed in the website https://etender.wb.nic.in.

- 11 The Technical bid document and Financial Bid submission: As per Table mentioned at page-5.
- Technical bid of the bidders will be opened on 24th March, 2023 for assessing conformity to eligibility criteria. Both the lists of eligible & non-eligible bidder(s) will be uploaded in the web portal of PWD http://wbpwd.in on that day. Evaluation Committee constituted as per Order of the Principal Resident Commissioner Government of West Bengal New Delhi will function as Evaluation Committee for selection of technically qualified contractors. After evaluation of the Technical Bid both the lists of qualified & non- qualified bidder(s) after final short listing will be uploaded in the website http://etender.wb.nic.in, in the web portal of PWD http://wbpwd.in and in the web portal of office of the Resident Commissioner, Government of West Bengal http://rcwb.in. The decision of the competent authority in this respect will be final and absolute. Financial bid opening will commence online subsequent to the Technical Bid Evaluation
- 13 Intending participants should note that mere fulfillment of minimum qualifying criterion and/or quoting the highest amount payable as monthly rent does not entitle a participant to be selected, and final selection will be at the sole discretion of this office and this office reserves the right to declare a candidate disqualified at any stage of process. Any canvassing or any other mode of resorting to untoward means, if detected, will automatically lead to disqualification of a candidate with the forfeiture of funds deposited.
- 14 BID Document shall be marked to and uploaded, addressing:

The Resident Commissioner, Government of West Bengal, A/2, State Emporia Buildings, Baba Kharak Singh Marg, New Delhi – 110 001

15 Opening of Bid

i) Technical bid of the bidders will be opened on 24th March, 2023 for assessing conformity to eligibility criteria. Both the lists of eligible & non-eligible bidder(s) will be uploaded in the

- web portal of PWD <u>http://wbpwd.in</u> as well as in the web portal of office of the Resident Commissioner, Government of West Bengal <u>http://rcwb.in</u> on 27th March, 2023.
- ii) Cover (folder) for Statutory Documents will be opened first and if found in order, cover (folder) for Non-Statutory Documents will be opened. If there is any deficiency in the Statutory Documents, the tender will summarily be rejected.
- iii) Decrypted (transformed into readable formats) documents of the non-statutory cover will be downloaded & handed over to the Tender Evaluation Committee.

Summary list of technically qualified bidders will be uploaded online.

Pursuant to scrutiny & decision of the Tender Evaluation Committee, the summary list of eligible bidders will be uploaded in the web portals.

During evaluation the committee may summon of the bidders & seek clarification / information or additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

The financial bid will be opened on or after declaration of result of technical round.

The financial proposal should contain the following documents in one cover (folder) i.e. Bill of Quantities (BOQ). The contractor is to quote the rate online through computer in the space marked for quoting rate in the BOQ

Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor. The tender document and other details submitted by the participating contractor should mention all the details in the Index and all pages should be numbered and signed with office seal.

iv) For further details/clarification intending participants may contact on 011-2334 4269/ 2374 2695, email id:- info@rcwb.in, ddi@rcwb.in, lowb@rcwb.in , eelctdpwd@wb.gov.in and aebbpwd@gov.in , Address:- A/2,State Emporia Buildings, Baba Kharak Singh Marg, New Delhi-110001, visit our office website: www.rcwb.in/rcwb.

16 Important information Date & Time schedule:

SI.	Particulars	Date & Time
No		
1.	Date of uploading of EOI online (Publishing Date)	25th February, 2023
2.	Documents download start date (On-line)	28 ^{tht} February, 2023 at 10:00 hrs.
3.	Documents download end date (On-line)	21 st March, 2023 at 18:00 hrs.
4.	Pre- Bid Meeting at Office of the Resident Commissioner, Government of West Bengal, New Delhi	10 th March' 2023 ay 12:00 hrs.
5.	Bid submission start date (On-line)	28 ^{tht} February, 2023 at 10:00 hrs.
6.	Bid submission closing (On-line)	21 st March, 2023 at 18:00 hrs.
7.	Bid opening date for Technical Proposals (On-line)	24 th March, 2023 at 12:00 hrs.
8.	Date of uploading list for Technically Qualified Bidders online	27 th March, 2023 at 12:00 hrs.
9.	Date of opening of Financial Proposal (Online)	Will be intimated later on
17	LOCATION OF C	

Bid Opening	Office of the Executive Engineer-I,
Place:	City Division, PWD, Block-V, 2 nd
	Floor, Writers Buildings, Kolkata- 700001

If any discrepancy arises between two similar clauses on different notification, the clause as stated in later notification will supersede former one in following sequence.

NIT

Special terms & conditions

Technical Bid

Financial Bid

- During the scrutiny, if it come to the notice to tender inviting authority that the credential or any other paper found incorrect/manufactured/fabricated, that bidder would not allowed to participate in the tender and that application will be out rightly rejected without any prejudice. The EOI inviting authority reserves the right to cancel the EOI due to unavoidable circumstances without assigning any reason, whatsoever, to the bidders and no claim in this respect will be entertained.
- In case if there be any objection regarding prequalifying the Agency that should be lodged to the EOI inviting Authority within 02(two) day from the date of publication of list of qualified agencies and beyond that time schedule no objection will be .
- Before issuance of the WORK ORDER, the EOI inviting authority may verify the credential and other documents of the lowest bidder if necessary. After verification if it is found that the documents submitted by the lowest bidder is either manufactured or false in that case work order will not be issued in favour of the said bidder under any circumstances and the Earnest Money deposited by the bidder will be forfeited by the Tender Inviting Authority without assigning any reason thereof.
- 22 Declaration must be uploaded by the bidder for the clause mentioned below:

"any intending bidder who have failed to execute more than one works contract under any Directorate of this Department and was terminated by any sub-rule under Clause-3 of tender Form No. 2911 or terminated under any clause of Standard Bidding Document by the Engineer-in-Charge/Employer during last 3 (three) years will not be eligible to participate in any bid under any Directorate under this Department for another 2 (two) years from the date of imposition of last termination notice by the Engineer-in-Charge/Employer."

Principal Resident Commissioner Government of West Bengal New Delhi

Duration

- 1.1 The period of contract shall be for a period of three years from the date of commencement of service as per Work Order. The Competent Authority may revoke the contract if the contractor fails to abide by any of the terms and conditions of the license or acts in a manner prejudicial to the interest of both the Guest Houses or Government of West Bengal or the common public. Before revoking the contract, the Government shall give the contractor an opportunity to be heard. However, the decision of the Competent Authority in this regard shall be final. The performance of the Contractor shall be evaluated every 6 months.
- 1.2 The Government or the contractor may terminate the contract after giving 3 months notice. The Government may forfeit the security deposit tendered by him in case the contractor fails to give such noticeor gives inadequate notice to the Government.
- 1.3 Immediately, after expiry of or after termination of contract for any reasons mentioned above or termination of contract the contractor shall vacate the premises and handover possession of the premises withall movable/immovable equipments belonging to the Government to the Competent Authority, failing which he shall be liable to pay the penal amount which shall be three times of the annual rent of that of that period for the period of continued wrongful possession after expiry of the period of contract. This 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.

2. Measurement of the Canteen Premises

- 2.1 The area and other details of the canteen premises specified as per map attached (Annexure-B.)
- 2.2 The contractor before submission of tender acceptance form should have visited the premises.

3. Financial Conditions

- 3.1 The Contractor shall pay monthly rent per month basis under the contract to the Government on or before 10th of each calendar month in advance and shall obtain valid receipt from the Government, which may be revised after 1 year as per the direction of the Competent Authority.
- 3.2 If the Contractor fails to pay the amount of rent or revenue sharing or any other amount due under this agreement, for a period exceeding two months, the contract may be terminated without giving any notice. However, this will be without prejudice to any other action that the Competent Authority may take for recovering the amount due. The Competent Authority is entitled to recover the interest@ 24% per annum on the outstanding amount.

4. Electricity and Water Bill

- 4.1 The Contractor shall pay the existing / revised / current rates of the Consumption of the Electricity and /or water to the Government as directed by the Competent Authority timely.
- 4.2 Any penalty arising from late payment / payment beyond due date / non-payment / bouncing of cheque / bouncing of other legal instruments would be charged in excess from the contractor with appropriate fines. The appropriate fines shall be decided by the Competent Authority based on the demand of the situation.
- 4.3 In the event of disruption of water supply on account of power failure, the contractor shall make his own arrangement for supply and storage of water in the canteen for smooth running of the canteen. The potability of water shall be checked by the contractor engaging technical experts in regular intervals. A report has to be submitted to Government in regular intervals. Non compliance of this clause will attract penalty to the contractor. In the event of Power failure, the contractor should make his own arrangements for grinding etc., at his own cost.

4.4 The Contractor shall provide adequate facilities such as UV Lights for control of insects, flies etc and other equipments as per direction of the component authority.

5. Renovation and Segregation of the Canteen Areas

- 5.1 The Contractor shall segregate the dining area of the Canteen for boarders and non-boarders in consultation with or as per direction of competent Authority.
- 5.2 The Contractor shall renovate the restaurant space at his own expense without hampering the structure and after consultation with Competent Authority.
- 5.3 The Contractor shall maintain the theme of renovation of the dining area Predominately highlighting the essence of Bengali Culture and tradition.
- During the period of renovation, the dining services of the boarders shall not be disrupted for any reason. If required, the Contractor shall request the Government for appropriate space at Banga Bhawan for the temporary period. The Government shall provide all necessary assistance to the Contractor in this regard.

6. Equipments supplied

- 6.1 The Contractor shall arrange all equipments for the preparation of food & delivery of services at hisown cost.
- 6.2 The Contractor shall deploy adequate fire safety devices in the cooking and dining area for prevention of any fire hazards.
- 6.3 The Contractor shall not use any harmful chemicals for preservation and storage of the raw materialand other items.

7. Staff

- 7.1 The Contractor shall engage his own staff for the work in the kitchen, for cooking and serving the food in the dining halls, for catering in the premises, and providing room service to the guests / staffof the Competent Authority / Visitors. The kitchen and room service staff, maximum of 25 people inclusive of both guest houses, would be allowed to sleep during night and maintain cleanliness and decorum of the Government premises.
- 7.2 The Contractor shall appoint three Manager with qualification of minimum 3 years Diploma in Hotel Management and must have 5 years of experience in serving Bengali food in Kitchen/Restaurantswho shall supervise all staff and other activities, shall attend calls by the boarders and ensure that the calls are promptly and satisfactorily attended to. Complaints or dissatisfaction of the boarders relating to any of the service or otherwise provided by the contractor, shall be properly attended to by the manager / contractor / to ensure that the guests are fully satisfied with his explanation.
- 7.3 The Employees / staff members appointed by the Contractor shall also follow the instructions given from time to time by the Competent Authority and other responsible officer duly authorized.
- 7.4 The Contractor shall provide suitable uniforms for the personnel at his own cost. The Contractor shallon 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 to the affairs of such employees, including their appointment, conduct, disciplinetermination, wages, terms & conditions of work etc. which is the sole obligation of

the Contractor. The uniform would also indicate the name of the Bhawan at a prominent part of the uniform.

- 7.5 The Contractor shall follow all statutes, rules and regulations that are applicable for such employmentand employees. He will alone be liable for action under these rules and regulations. He shall expressly indemnify the Government of West Bengal and the Competent Authority of any such action.
- The Contractor shall ensure that the staff employed by him exhibits a disciplined conduct and the staff is neatly dressed and is well groomed, presentable and is polite to the guests at all times. The Contractor shall furnish COVID vaccination certificate & fitness certificate issued by the authorized medical attendant of the Government of West Bengal every six months and at the beginning of the employment in case of newemployee / staff and shall also get verified their personal details from the police authorities. Any lost and found belongings of the guests / staff of the Competent Authority / visitors shall be promptly handed over by the staff of the Contractor to the officers of the Competent Authority.
- 7.7 The Contractor shall arrange to supply proper identity cards and badges for the staff employed by him. Smoking or consumption of alcoholic beverages in the canteen premises and the premises of Banga Bhawan is strictly prohibited and staff of the contractor shall follow the prohibition order.
- 7.8 In case of any complaint of behavior or improper conduct on the part of the employees / staff, the contractor shall immediately take action against such employees at the instance of the Competent Authority.
- 7.9 The Contractor is responsible for upkeep of the premises given to him and shall maintain the hygiene, including the kitchen, bathrooms, washing places and other adjoining areas enclosed and used by himand his staff.
- 7.10 The Contractor shall arrange to properly dispose off the waste and garbage generated in and incidental to the operations of the canteen. The contractor shall co-ordinate with NDMC to dispose of the garbage as per rules and regulations. He shall also ensure that gratings are fixed in washing areas / sinks and water enters the sewer lines. Any blockage to the sewer lines has to be rectified by the Contractor at his own cost.

8. <u>Catering</u>

- 8.1 The Contractor shall primarily provide Bengali food and shall have the liberty to promote the Bengalidelicacies.
- 8.2 The Contractor shall maintain separate dining areas for the boarders and non-boarders in consultationor as per direction of competent authority. The contractor shall also provide room service and initiate the disposal of the same in hygienic manner.
- 8.3 The contractor shall provide food to the boarders at the offered price and this price cannot be changedor altered without prior notice and approval of the Competent Authority.
- 8.4 The Contractor shall have the liberty to provide to food to non-boarders at tariff determined by him.
- 8.5 The boarders shall have the liberty to choose between the fixed buffet/set menus and ala carte. The boarders shall pay the price of the a al carte as decided by the Contractor. The boarders would will discount the a al carte menu as notified by the component authority from time to time.

- 8.6 The Contractor shall collect payment for the food served to the boarders.
- 8.7 The Contractor shall keep record of the food costs of the boarders in appropriate registers/digitalmode.
- 8.8 The rates / quantity / quality of the choice menu dishes shall be decided in consultation and with approval of the Competent Authority / as per ornamentation of the contract document.
- 8.9 The Contractor shall ensure that the items served to the boarders are of high quality as per norms, hygienically prepared using good quality of 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 caused to the boarders.
- 8.10 The Contractor shall not serve alcoholic beverages either in the restaurant or in the rooms or at any place within the premises of the guesthouse. The Contractor is allowed to serve only non-alcoholic beverages or packed drinking water to the guests.
- 8.11 The Competent Authority reserves the 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.
- 8.12 The Contractor shall prominently exhibit the schedule of prices of food items in the canteen premises in English and Bengali languages and shall also make available in the guest rooms and the dininghall, the laminated menu cards giving particulars of the food items served and their rates. The contractor shall also keep a Remarks book/Visitors Book for their complaints, suggestions, and remarks if any.

9. Maintenance

- 9.1 The Contractor should make his own arrangements for supply of water for his operations in case of shortage of the water supply to Banga Bhawan.
- 9.2 The Contractor alone shall be responsible for the collection of dues from the guests/staff of Competent Authority/visitors to whom he provides his services. If necessary, he may coordinate with the reception desk for getting details of check in, check out timings, any other contact details of the guests/staff of the Competent Authority/visitors. The default in payment if any, shall be his on responsibility. The Competent Authority would not intervene in recovering of the dues.

10. Penalty Provision

The Contractor shall be liable for penalty as behavior by competent authority per instance in cases such as the following:

- 10.1 Inappropriate behavior of the Contractor/Staff.
- 10.2 Inappropriate quality/quantity of food items. Food standard need to be certified as per norms of the FSSAI.
- 10.3 Inappropriate use of Competent Authority's property and premises.
- 10.4 Inappropriate service standards by the staff of the Contractor or stoppage of services.

- 10.5 Not maintaining hygiene, cleanliness.
- 1.6 Labour laws relating to ages, Minimum wages of personnel deployed along with PF, ESI as per notification issued by authority should strictly adhere to. Monthly statement of PF, ESI, and minimum wages statement shall be submitted by the contractor to the component authority.

11. General

- 11.1 The Contractor shall obtain prescribed license and permission from authorities such as MCD/NDMC, Commercial Tax Authority, Income Tax Authority, Labour Authorities, etc. The Contractor shall pay all the taxes in respect of services offered under the contract. The Competent Authority is not liable to pay any of the taxes or dues concerning the services offered under the contract or to maintain prescribed registers/digital mode under the Central State and Local Statutory payment to the respective authorities.
- 11.2 The Contractor shall before commencing any activity, procure the necessary licenses under the Local laws, for running the canteen and catering services before and shall abide by all the laws relating to the services offered and the Contractor shall also produce before the Competent Authority the documentary proof showing compliance of the relevant laws whenever called upon to do so by the Competent Authority.
- 11.3 If the Contractor commits breach of any of the above conditions or becomes insolvent or he is found guilty of any offence punishable under the law of the Land or fails to perform the work entrusted to him satisfactorily, the Competent Authority shall be at liberty to terminate the contract. This action would be without prejudice to any other action that can be taken under any other law in force at that time. The component authority will supersede the clause mentioned under para 2 of Annexture "A".
- 11.4 After the expiry of the contract period or after termination of the contract or after withdrawing the contract by either party as contained in this agreement as the case may be, the Contractor shall clear all his dues payable towards the tax, wages to the employees and other agencies, etc & shall produce to the Competent Authority valid proof of the same from the concerned Authority. On satisfaction of the payment of the said dues, the Competent Authority shall release the security deposit. The Competent Authority is entitled to adjust the amount due if any, before releasing the security deposit.
- 11.5 The Competent Authority may at his discretion impose any additional conditions and delete the existing conditions as may be necessary and may call for any relevant information, give necessary directions to the Contractor in the interest of the Government of West Bengal and the guest utilizing the services under the contract.
- 11.6 The Competent Authority reserves its right to amend any of the conditions mentioned above. It also reserves it rights to add any of the conditions in the interest of public and in the interest of Government of West Bengal. The right is also reserved subject to the subsequent rules, regulations, enactments and notifications by and policy made by the Government of West Bengal.
- 11.7 The Contractor shall not hand over the possession of premises or he shall not reassign this contract or sub-lease the premises to any third party during the period of contract.
- 11.8 The Contractor will abide with all the terms and conditions.
- 11.9 The Contractor shall ensure that the non-boarders should not trespass or encroach or transgress or interfere in the area of Banga Bhawan meant for the boarders, officials and staff.

12. Facilities for the Contractor

- 12.1 The Government would provide separate space as per the situation for personnel and requirements for accommodating the equipments of the contractor and twenty five personnel (inclusive of guest houses) of the Contractor.
- 12.2 The Government shall provide earmarked space for parking of vehicles of non-boarders inside Gate No. 2 of Banga Bhawan. It shall be the duty of the Contractor to manage, ensure safety & security of the parking space and parking vehicles.
- 12.3 The Government may provide accommodation to the higher officials of the contractor at Banga Bhawan. The Contractor shall have to intimate Government one day prior of any such visits. No earmarked room at Banga Bhawan shall be provided to the Contractor free of cost.

SECTION-3

Appendix - 1: Formats for Technical Bid

CATERING SERVICES AT BANGA BHAWAN, 3, HAILEY ROAD, NEW DELHI AND WEST BENGAL STATE GUEST HOUSE, 2, PANDIT UMA SHANKAR DIXIT MARG, CHANAKYAPURI, NEW DELHI – 110 021 TECHNICAL PROPOSAL

SI.	Description	
1	Tenderer Firm's Name & Address	
2	Name, Telephone No, Mobile no, email of authorized contact person	
3	Date of Registration and Registration Details	
4	Firm's Details (Proprietorship, Partnership, Company, Corporate Body	
5	GST Regn. No.	
6	PF Regn No	
7	ESI Regn No	
8	FSSAI Certificate no.	
9	Whether ISO certified. YES/NO. (attach certificate)	
10	Details of present work place (Multi city presence to be indicated)	
1	EMD Amount Rs.1,00,000/-	
2	PAN	
3	Experience Certificate of serving Bengal Cuisine.	
4	List of Supervisor/Workers along with their qualification to be deployed forwork (Certificate to be attached)	
5	List of equipment & machines available to be used for work	
6	Complete Concept proposal, along with details of Govt contract at VVIP Events	
7	Turnover of last five years	
8	Declaration Clause: I/we hereby agree to the terms & conditions of the tender, and as an acceptance my signature is appended below	
9	The participant must have a multicity presence. One of the restaurant/commercial establishments should have its presence in West Bengal.	

Authorized Signatory

SECTION-4 Pro-forma I Tender Acceptance Form

To be submitted along with Technical Bid.

To, The Resident Commissioner, Government of West Bengal, A/2, State Emporia Building, Baba Kharak Singh Marg, New Delhi – 110001

Sub: Sub: Catering Services at Banga Bhawan, 3, Hailey Raod, New Delhi – 110001 and West Bengal Guest House, 2, Pandit Uma Shankar Dixit Marg, Chanakyapuri, New Delhi – 110 021

Dear Sir,

We have visited the above premises and buildings and have completely acquainted ourselves with the relevant facilities to provide catering services as envisaged in this tender.

We fully understand that non-compliance of the above shall not be accepted as an excuse for performance below the expected level of standards.

Having examined the conditions of the buildings, their surroundings, the nature of occupants, working hours, local conditions, etc, relating to the description in the tender document hereunder set out and having completed the assessment of the SOW specified in the said tender document and having acquired the requisite information relating thereto as affecting the RFP Documents, I/We hereby offer to undertake the job specified in the said tender document for the duration specified in the said tender document as they may be applicable.

I/We guarantee that the contents of the RFP documents will be kept confidential within our Organization and text of the said documents shall remain the property of Government of West Bengal, and that the said documents are to be used only for the purpose of response to this tender only .

Name of the person having Power of Attorney to sign the Contract (Certified True Copy of the Power of Attorney shall be attached) is given below:

(Name) : (Designation):

Yours faithfully,

(Signature of the Catering Facilities Provider Along with Company Seal)

WITNESSES:

(1) Signature : Occupation : Address :

(2) Signature : Occupation : Address :

Authorized Signatory

SECTION-5

Pro-forma II

Organization Status To be submitted along with Technical Bid

Name
Registered Office and branch Office
Location address

Name of CEO / MD

Contact e- mail, fax, tel, mobile nos.

Year of registration/date of commencement of operation

Registering Authority and Registration Number

Whether ISO 9001:2000 Certified (or updated version) or not (Attach ISO Certification)

Performance Bank Guarantee

Bid Capacity certificate to be annexed.

Note:

Supporting Documents:

- (1) Copy of Certificate of Incorporation
- (2) ISO and other Certificates
- (3) Memorandum & articles of association
- (4) Brief profile of the Company
- (5) Membership of relevant national and international relevant organizations

SECTION-6

Pro-forma III

Relevant Experience

Technical Bid

Please mention all major experience details which is relevant in catering services in order of annual billing indicating its nature, annual billing etc. Also specify the work by virtue of which the organization fulfils minimum qualifying experience with annual billing of at least Rs. 75 Lakh (one year) per year during the last 5 (five) years.

S.no	Sector (Govt. / Private Pls indicate)	Name of the work	Client details, contact nos., etc.	Annual Payment (Please support with proof) (Rs)	Duration of the work
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(1) All client certificates and service agreements should be provided.

SECTION-7 Pro-forma – IV Organization Chart and Approach & Methodology

This should contain the following:

- (1) Organization chart depicting key people at various levels in the hierarchy in the company.
- (2) Approach and Methodology including manpower deployment plan.
- (3) Feedback, Monitoring and Quality Assurance Mechanisms.
- (4) CVs of key personnel in the organization to be deployed for the work.

SECTION-8 PRO-FORMA-V

Item	Ceiling Price in Rs. (exclusive of GST)
Veg Thali	100
Egg Thali	100
Fish Thali	. 110
Chicken Thali	125
Mutton Thali	145
Tea	8/-
Coffee	15/-
Breakfast (in rotation)	40/-

a la carte could include authentic Bengali and Multi Cuisine (Kindly enclose rate chart for proposed a la carte).

Veg Thali:

Veg Thali should be served unlimited:- Rice, Roti, Daal, Green Vegetable Dish (1 Nos. Seasonal), Limited:- Green Vegetable Dish (1 Nos. Seasonal), Ghee, Saag, Papad, Pickle, Chutney, Salad, Sweet / Curd.

Non-Veg Thali:

Egg Thali: Egg Thali should be served unlimited Rice, Roti, Daal, Green Vegetable Dish (1 Nos. Seasonal), Limited: Egg Dish (2 pieces of egg), Ghee, Saag, Papad, Pickle, Chutney, Salad, Sweet/curd.

Fish Thali: Fish Thali should be served unlimited Rice, Roti, Daal, Green Vegetable Dish (1 Nos. Seasonal), Limited: Fish Curry (2 piece of fish, total minimum of 200 gm. dish), Ghee, Saag, Papad, Pickle, Chutney, Salad, Sweet/curd.

Chicken Thali: Chicken Thali should be served unlimited Rice, Roti, Daal, Green Vegetable Dish (1 Nos. Seasonal), Limited: Chicken Curry (minimum 200 gm., 4 pieces of 50gm. each), Ghee, Saag, Papad, Pickle, Chutney, Salad, Sweet / Curd.

Mutton Thali: Mutton Thali should be served unlimited Rice, Roti, Daal, Green Vegetable Dish (1 Nos. Seasonal), Limited: Mutton Curry (minimum 150 gm.), Ghee, Saag, Papad, Pickle, Chutney, Salad, Sweet/Curd.

Bed Tea Should be served at Guest Room in the Morning at 06:30AM

Tea / Coffee - 150 ml each cup (With Biscuit or Cookies)

Sugar cubes / Powder sugar may be served separately for Coffee/Tea.

Breakfast (In Rotation-Inclusive of a cup of Tea/ Coffee)

- A. Loochi Sabzi/ Loochi Chhola Daal
- B. Veg Sandwich / Cheese Sandwich and fruit bowl.
- C. Paratha Aloo Dum
- D. Bread Omelette or Bread, butter and Jam (2 slice bread + 2 eggs) with Banana.
- E. Cornflakes **OR** Museli **OR** Honey Loops + Milk & a fruit should be available as an option on all days.
- F. Dosa / Idli / Vada

I have checked/ gone through the rates for set-Thalis as per enclosed as per Proforma-V and I am agreeable to serve the same.

(Name)

(Designation):

Yours faithfully.

(Signature of the Catering Facilities Provider Along with Company Seal)

WITNESSES:

(1) Signature : Occupation : Address :

(2) Signature : Occupation : Address :

Authorized Signatory

SECTION-9 INSTRUCTION TO BIDDERS

General guidance for e-EOI:

Instructions / Guidelines for electronic submission of the tenders have been annexed for assisting the contractors to participate in e-EOI.

1. Registration of Contractor:

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system; through logging on to https://etender.wb.nic.in (the web portal of Public Works Department) the contractor is to click on the link for e-Tendering site as given on the web portal.

2. Digital Signature certificate (DSC):

Each contractor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated in Clause A.1 above. DSC is given as a USB e-Token.

- 3. The contractor can search & download EOI & Tender Document(s) electronically from computer once he logs on to the website mentioned in Clause A.1. using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
- 4. Participation in more than one work:

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job all his applications will be rejected for that job.

5. Submission of EOI:

Tenders are to be submitted through online to the website stated in Clause A.1 in two folders at a time for each work, one in Technical Proposal & the other is Financial Proposal before the prescribed date &time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

6. Technical Proposal:

The Technical proposal should contain scanned copies of the following in two covers (folders):

- a) Statutory Cover Containing the following documents:
- (i) Tender Forms & EOI (download properly and upload the same digitally Signed). The rate will be quoted in the B.O.Q. Quoted rate will be encrypted in the B.O.Q. under Financial Bid. In case quoting any rate in Tender Form, the tender is liable to be summarily rejected.
 - (ii) Special terms & conditions and specification of works, if any.
 - b) Non-statutory Cover containing the following documents:
 - (i) Professional Tax (PT) deposit receipt challan for the current financial year, Pan Card, IT, Saral for the current assessment year, GSTIN Registration Certificate along with acknowledgement, Labour license.
 - (ii) Registration Certificate under Company Act. (If any).
 - (iii) Registered Deed of partnership Firm / Article of Association & Memorandum.
 - (iv) Power of Attorney (For Partnership Firm / Private Limited Company, if any).
 - (v) Tax Audited Report in 3 CD form along with Balance Sheet & Profit & Loss A/c. for the last 5 (five) years (year just preceding the current Financial Year will be considered as year-I)
 - (vi) Clearance Certificate for the Current Year issued by the Assistant Register of Co-Operative Society (ARCS), bye laws are to be submitted by the Registered Labour Co-Operative Society / Engineers' Co-Operative Society.

(vii) For prospective bidders having Credential for completion of similar nature of works as per amendments vide Notification No- 04-A/PW/O/10C-02/14 dated 18.03.2015 under the authority of State / Central Government, statutory bodies under State / Central Government constituted under the statute of the State / State Government during the last 5 (five) years prior to the date of issue of this NIT is to be furnished. [Ref. Sl. No. 6(i) of this NIT and (Section – B, Form – V)]. Scanned copy of Original Credential Certificate as stated in Sl. No. 6.(i). of EOI. The bidder must have experience of executing at least two similar nature of work. Order copies to be enclosed as documentary evidence.

(vii Affidavits (Ref:- format for general affidavit shown in "Y", Section - B)

N.B.: Failure of submission of any of the above mentioned documents as stated in Sl. No. A.6.(a). and Sl. No. A.6.(b). will render the bidder liable to be rejected for both statutory & non statutory cover.

The above stated Non-Statutory/ Technical Documents should be arranged in the following manner:

Click the check boxes beside the necessary documents in the My Document list and then click the tab "Submit Non Statutory Documents' to send the selected documents to Non–Statutory folder.

Next Click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to upload the Technical documents.

	S.No	Category	Sub Category	Sub Category Description	Format/ File
	1.	CERTIFICATES	CERTIFICATES	Up to date clearance of Income Tax return / Professional Tax Clearance Certificate / P.T. (Deposit Challan) / Pan issued by the IT Deptt., Govt. of India / 15—digit Goods & Service Taxpayer Identification Number (GSTIN) under GST Act, 2017/ Voter ID Card, labour license	File
,	2.	DETAILS	COMPANY DETAIL 1	Partnership Deed, Co-operative society bylaw, moa, Trade License, company Registration Certificate	
	3.	COMPANY DETAILS	COMPANY DETAIL 2	Company Detail 2	
	4.	CREDENTIAL	CREDENTIAL 1	Credential-1	
	5.	CREDENTIAL	CREDENTIAL 2	Completion Certificates	
	6.	DECLARATION	DECLARATION FILE 1	Declaration file 1	
	7.	DECLARATION	DECLARATION FILE 2	Declaration file 2	
	8.	EQUIPMENT	MACHINERIES1	MACHINERIES	-
	9.	EQUIPMENT	MACHINERIES2	Tools and Plants	
	10.	FINANCIAL INFO	PAYMENT CERTIFICATE 1	Payment Certificate 1	
	11.	FINANCIAL INFO	P/L AND BALANCE SHEET 2019-20	P/L and balance sheet 2018–19	
	12.	FINANCIAL INFO	P/L AND BALANCE SHEET 2020-21	P/L and balance sheet 2019-20	
	13.	FINANCIAL INFO	P/L AND BALANCE SHEET 2021-22	P/L and balance sheet 2020-21	
	14.	FINANCIAL	WORK IN HAND	WORK IN HAND	

	INFO				
15.	MAN POWER	TECHNICAL PERSONNEL	TECHNICAL PAYROLL	PERSONNEL	ON
16.	MAN POWER	TECHNICAL PERSONNEL ON CONTRACT	TECHNICAL CONTRACT	PERSONNEL	ON

1. Tender Evaluation Committee (TEC)

Evaluation Committee constituted as per Order of the Principal Resident Commissioner Government of West Bengal New Delhi will function as Evaluation Committee for selection of technically qualified

2. Opening & evaluation of tender:

If any contractor is exempted from payment of EMD, copy of relevant Government Order needs to be furnished.

Opening of Technical Proposal:

Technical proposals will be opened by the Executive Engineer, City Division, Public Works Directorate and his authorized representative electronically from the website using their Digital Signature Certificate (DSC).

- 4. Intending bidders may remain present if they so desire.
- 5. Cover (folder) for Statutory Documents [Ref. Sl. No. A.6. (a)] will be opened first and if found in order, cover (folder) for Non-Statutory Documents [Ref. Sl. No. A.6. (b)] will be opened. If there is any deficiency in the Statutory Documents, the tender will summarily be rejected.
- Decrypted (transformed into readable formats) documents of the non-statutory cover will be downloaded & handed over to the Tender Evaluation Committee.
- 7. Summary list of technically qualified bidders will be uploaded online.
- 8. Pursuant to scrutiny & decision of the Tender Evaluation Committee the summary list of eligible bidders & the serial number of work for which their proposal will be considered will be uploaded in the web portals.
- During evaluation the committee may summon of the bidders & seek clarification / information or additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

10. Financial Proposal

- The financial proposal should contain the following documents in one cover (folder) i.e. Bill of (i) Quantities (BOQ). The contractor is to quote the rate (Presenting Above / Below / At Par) online through computer in the space marked for quoting rate in the BOQ
- Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally (ii) Signed by the contractor.

Financial capacity of a bidder will be judged on the basis of information furnished in Section-B.

(iii) Penalty for suppression / distortion of facts:

If any bidder fails to produce the original hard copies of the documents like Completion Certificates and 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.

(iv) Rejection of Bid:

Employer reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or

Bidders of the ground for Employer's action.

(v) Award of Contract:

The Bidder who's Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter / Letter of Acceptance.

The notification of award will constitute the formation of the Contract.

Terms & Conditions in the form of MoU which will be executed at a later stage, for a period of three years from the date of execution of the MoU/Contract Bond. The said contract will remain renewable at the end of three years from such date upon satisfactory performance, to be considered by the office of the Resident Commissioner, Government of West Bengal, subject to maximum period of 5 years. The terms & conditions are attached at Annexure –A. The EOI and BOQ of this will be the part of agreement.

Sd/-

Principal Resident Commissioner Government of West Bengal New Delhi

Memo No:

-Rcwb/G 22A/2023

Date:

Copy forwarded for information and wide circulation through Notice board to: -

- 1. Principal Secretary, Public Works Department, Government of West Bengal.
- 2. Principal Secretary, Department of Power & Non-conventional Energy Sources
- 3. Principal Secretary, Agriculture and Marketing Department.
- 4. Principal Secretary, MSME&T
- Principal Secretary, SHG & SE Department
- 6. Principal Secretary, Department of Higher Education
- 7. Principal Secretary, Department of Technical Education & Training.
- 8. Principal Secretary, Department of Agriculture.
- 9. Principal Secretary, Department of Horticulture & Food Processing.
- 10. Principal Secretary, Information & Cultural Affairs Department, Government of West Bengal.
- 11. Principal Secretary, Department of Commerce & Industries
- 12. Principal Secretary, Department of Tourism
- 13. Principal Secretary, IT Department
- 14. Principal Secretary, Information & Cultural Affairs Department
- 15. Secretary, School Education.
- 16. Chief Managing Director, WBPDCL
- 17. Chief Managing Director, WBSEDCL
- 18. Managing Director, WBIDC.
- 19. Managing Director, WBTDC.
- 20. Managing Director, WEBEL.
- 21. Managing Director, HIDCO.
- 22. Director of Information, Information & Cultural Affairs Department, Government of West Bengal .
- 23. Deputy Resident Commissioner, Government of West Bengal.
- 24. Chief Engineer (HQ), Public Works Department, Government of West Bengal.
- 25. Chief Engineer, South Zone, Public Works Department, Government of West Bengal.
- 26. The Superintending Engineer, Presidency Circle, PWD.
- 27. The Executive Engineer-I, City Division, PWD.



Assistant Engineer, Banga Bhawan Sub -Division of PWD.

Notice Board of the office of the Resident Commissioner, Government of West Bengal .

Sd/–
Principal Resident Commissioner
Government of West Bengal

