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TENDER NO: WBSHC/e- NIQ/04/2023

DATED: 24/03/2023

Name of the Items: Providing catering services/Running Canteen services for the Haj Operation 2023 (Phase I & II) at Madinat-ul-Hujjaj, II-26/A , New Town, Rajarhat, Kolkata - 700160

Electronic Quotations are invited from financially sound, experienced, resourceful and bona-fide agencies/ firm/Associations of persons / contractor/ Limited Companies for **Providing catering services/Running Canteen services for the Haj Operation 2023 (Phase I & II) at Madinat-ul-Hujjaj, Action Area - II, New Town, Rajarhat, Kolkata - 700160** tentatively between 21st May 2023 to 26th June 2023 (Phase-I) and 3rd July to 2nd August, 2023 (Phase-II).

The quotation shall be electronically submitted in the website: <https://wbtenders.gov.in>

Important Date		
Sl No.	Particulars	Date & time
1.	Publishing date and time	24.03.2023 at 6:00 PM
2.	Document download start date(online)	24.03.2023 at 6:00 PM
3.	Bid submission start date (Online)	24.03.2023 at 6:00 PM
4.	Pre Bid Meeting	04.04.2023 at 02:00 PM
5.	Bid Submission closing (Online)	14.04.2023 at 6:00 PM
6.	Bid opening date for Technical Proposals (Online)	17.04.2023 at 11:00 AM
7.	Bid opening date for Financial Proposal (Online)	to be informed later

- 1) **SCOPE:**
Providing catering services/Running Canteen services for the Haj Operation 2023 (Phase I & II) at Madinat-ul-Hujjaj, II-26/A, New Town, Rajarhat, Kolkata - 700160 tentatively between 21st May 2023 to 26th June 2023 (Phase-I) and 3rd July to 2nd August, 2023 (Phase-II).
- 2) **Eligible Criteria for Bidders**
- Valid Trade license.
 - PAN Card.
 - GST Registration certificate.
 - FSSAI Certificate.
 - Income tax return for last three years.
 - Audit Report for last three years.
 - Annual turnover minimum 50 Lac.
 - Firm/Company registration certificate.
 - Self-Declaration of non-blacklistment of firm.
 - Minimum two year experience of rendering similar supply in a single order to offices under the establishment of this Government or Government of India/ Undertaking of this Government or Government of India or any Private Organization of repute for at least two years.
- 3) **Earnest Money:-**The bidder shall be required to deposit Earnest Money of Rs. 100,000.00 (Rupees One Lac only) in Online Mode only (as per Finance Memo No: 3975 F (Y) dated 28th July 2016). By selecting ICICI Bank Mode bidder have to pay the EMD amount through net banking and in case of ICICI NEFT/RTGS a challan will generate online in that case bidder have to pay the EMD at their concerned bank branch through NEFT of RTGS mode.
MSME Certificate is not accepted as EMD exemption.
- 4) **Terms & Conditions to be followed for the Technical Bid.**
- Performance Guarantee:** 3% of total work order value to be deposited in favour of Executive Officer, West Bengal State Haj Committee payable at Kolkata which is refundable after satisfactory completion of contract. The security deposit will bear no interest.
 - Multiple quotations by a single agency will not be entertained.
 - The items shall have to be provided in good condition.
 - Quality and other related things shall not be compromised.
 - Hard copy to be submitted in the Office of West Bengal State Haj Committee, Madinat-ul-Hujjaj, Action Area – II, New Town, Rajarhat, Kolkata – 700160
 - BOQ:** The Financial Proposal should contain Bill of Quantities (BOQ) in one cover (folder). The service providers and or their authorized representatives is to quote the rate online through computer in the space marked for quoting rate in the BOQ after downloading the prescribed format from the web site.
 - Opening of Bid Proposal:** A Tender Evaluation Committee comprises of selected officers will open the bids of the Tender.
 - Intending bidder may remain present if they so desire during opening of technical and financial bid.
 - 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/Non-statutory Documents the tender will summarily be rejected.
 - Decrypted (transformed into readable formats) documents of the Non-Statutory cover will be downloaded and handed over to the Tender Evaluation Committee.
 - Pursuant to scrutiny and decision of the Tender Evaluation Committee the Summary List of eligible bidder and the serial number of items for which their proposal will be considered & uploaded in the web portal.

- l)** During evaluation the committee may summon the bidder and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these are not produced within the stipulated time frame, their proposals will be liable for rejection.
- m) Rejection of Bid:** The E-tender Committee formed by the West Bengal State Haj Committee reserves the right to reject any / or all the tendered rates without assigning any reason and/ or not to place any orders even after selection and is not liable for any cost that might have been incurred by any bidder at the stage of bidding and also reserves the right to divide the contract amongst any number of bidder, if required so. The said committee does not bind himself to accept the lowest rate.
- n)** If the contractor fails to provide any or all of the food menu or to perform the Services within the period(s) specified in the Contract, the WBSHC shall, without prejudice to its other remedies under the Contract; WBSHC shall impose a penalty as per Tender Terms & Conditions including forfeiture of EMD, Security Deposit and Deposit of Cheque etc.
- o)** The agreement shall be valid initially for a period from 21.05.2023 to 26.06.2023 and from 03.07.2023 to 02.08.2023 and thereafter it may be extended for a further period as may be necessary on mutual agreement. The contractor should have/arrange a valid food/catering or any necessary license or permission required for running a canteen.
- p)** The price list as mentioned in BOQ will be made an attachment to this agreement and will be valid for the above mention period.
- q)** The contractor will be responsible for providing all food items mentioned in LIST OF ITEMS.
- r)** The building for canteen will be provided by the WBSHC. The contractor will be responsible for proper handling and safe custody. Repair and maintenance of the equipment's will be carried out by the contractor and he will not claim any reimbursement of expenses on this account.
- s)** In case of any food poisoning/contamination the contractor will be held fully responsible and he will bear all the expenses caused due to food poisoning/Contamination.
- t)** The Contractor will employ adequate number of staff in order to maintain efficiency.
- u)** All persons engaged by the contractor shall be the contractor's own employees and they will claim no privileges from WBSHC . The contractor will be directly responsible for the administration of his employees as regards general discipline and courteous behaviour.
- v)** The Contractor will be responsible for cleanliness of crockery, cooking utensils, furniture, fixtures and fittings, etc. in the kitchen as well as the canteen hall. The organization will not provide any cleaning materials/dusters, etc. for the same.
- w)** Very high standards of hygiene and cleanliness shall be observed in the running of the kitchen, the canteen hall and connected services by the contractor and workers engaged by contractor including those responsible for collection of used utensils and periodic disposal of waste and refuse.
- x)** The Canteen shall be opened for catering during Haj Operation (Phase-I & II).
- y)** The contractor will not take out of the Madinat-ul Hujjaj Premises any articles or stores without a Gate-Pass to be issued by the Cell in-charge, WBSHC. In the event of failure, to supply the approved items without notice by the contractor, the same will be arranged by the Organization at the Contractor's risk and cost.
- z)** The Contractor shall at his own cost, effect, as required as per the Act, necessary insurance in respect of the staff and other personnel or persons to be employed or engaged by the Contractor in connection with the rendering of the aforesaid services to Haj Pilgrims/Companion / other and shall comply with the provisions of (Regulation and Abolition) Act, Employees Staff Insurance Act, Workmen's Compensation Act, Payment of was Act, The Employees Provident Fund and Family Pension Fund Act 1952, the other rules regulations and / or statues that may be applicable to them now or that may be introduced.
- aa)** The contractor will have to furnish the statement showing the names and was of all the employees engaged for Canteen. Any addition/deletion must be communicated to WBSHC.WBSHC will issue ID Cards to the contractor's worker in consultation with Contractor.

- bb)** A Food Cell will be nominated by WBSHC to inspect and oversee functioning of Canteen with a view to ensure hygiene and sufficient service in the canteen. In case there are repeated failures or lacuna noticed by the committee due to failure of contractor, the Secretary and / or Chairman of the Canteen Committee can impose a fine up to Rs. 20000/-at one time to be recoverable from bills due to the contractor.
- cc)** Contractor will ensure that hazardous or inflammable or any intoxicating material is not stored in the canteen premises.
- dd)** **The contractor shall be responsible for all damages or losses to WBSHC**, property by the contractor himself or his staff and shall be liable to make good any such loss or damage excepting those due to reasonable use or wear and tear or such as caused by an act of God.
- ee)** WBSHC will not be in any way responsible for any loss or damages accruing to any goods, stores or articles that may be kept by the contractor in the canteen premises including kitchen and other rooms.
- ff)** In case of any dispute the decision of EO, WBSHC will be final and binding on the Contractor.
- gg)** The Contractor has a bare permission only to run a canteen in the WBSHC, premises during the contract period and nothing contained in this document shall be construed as demise in law of the said WBSHC premises or any part thereof and shall not give any legal title or interest to the Contractor.
- hh)** The Canteen Contractor will bring all crockery/utensils for the purpose of making serving including Gas Burners.
- ii)** Working experience in catering or running of canteen in various offices at least of 2 years or more.
- jj)** List of Offices or Organization where the canteen had been run or presently running.
- kk)** TDS will be deducted as per financial norms.

Staff to be deployed by contractor at WBSHC:

- **The contractor shall deploy a cook in the kitchen, the cook being employed, should have a minimum experience of two year in a reputed institution or having a certificate in such field.**
- The contractor shall employ adult labour only. Employment of child labour shall render the contractor liable to termination of the contract .The contractor shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities.
- The staff deployed by the contractor must wear proper Photo ID Cards during their duty hours, duly issued with approval of competent authority of WBSHC. They should wear clean uniforms including face masks/ scalp hair masks during their duty hours. The colour and design of such uniform shall be approved by competent authority of WBSHC. Any staff found without uniform or ID card during duty hours shall be deemed to be absent from duty and the said occasion shall be treated as a lapse in the services being provided by the contractor, liable for deduction of liquidated damages and other remedies available to the WBSHC under the contract. The contractor should provide at least two pairs of approved uniforms to its staff deployed at the WBSHC. The cost of uniforms and ID cards to workers shall be borne by the contractor.
- The contractor at all times should indemnify the WBSHC against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; The Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; The Equal Remuneration Act, 1976; Maternity Benefit Act, 1961 or any

other law relating thereof and rules made hereunder from time to time. The WBSHC shall not own any responsibility in this regard.

- The contractor shall pay to the staff deployed at least the minimum wages as fixed by the State Government for unskilled workers, EPF, ESI, EDLI contributions, any other dues, entitlements etc. as per the relevant statutes in vogue and revised from time to time. The contractor shall submit documentary evidence of such payment to EO, WBSHC with the contractor's monthly bill.
- The staff deployed through contractor at the Canteen shall not claim any benefit, compensation, absorption or regularization of their services in the establishment of the WBSHC either under the provisions of Industrial Disputes Act, 1947 or Contract Labour (Regulation and Abolition) Act, 1970 or any other law in vogue and as revised from time to time. The contractor shall obtain an undertaking from the deployed persons to the effect that the deployed persons are the employees of the contractor. **The contractor shall submit the said undertaking to the EO, WBSHC.** In the event of any litigation on the status of the deployed staff, the WBSHC shall not be a necessary party. However, in any event, either by the deployed persons or on order of a Court of Law, if the WBSHC is made necessary parties in dispute to adjudicate the matter, the contractor shall reimburse the expenditure borne by the WBSHC for such.

The contractor shall be fully responsible for the conduct of his staff.

- a) The staff shall not divulge or disclose any details of operational process, technical know-how, confidential information, security arrangement, administrative matters, to third person(s).
- b) The staff deployed should be disciplined, entailed on enforcing prohibition of alcoholic drinks, paan/ beetle leaf, smoking, loitering without work, gambling etc. any illegal, disruptive, immoral act in the WBSHC.
- c) The staff should be sensitive in dealing with Haj Pilgrims along with companion and also the public at large visiting the WBSHC.
- d) The contractor and his staff shall take proper and reasonable care and precautions to prevent loss, destruction, waste or misuse in any area within its scope of responsibilities in the WBSHC, and shall not knowingly lend to any person or identity any of the effects, assets or resources of the WBSHC, under its control.
- e) Any loss/ damage etc. to the property, persons (including to Haj Pilgrims) of the WBSHC due to negligence/ any omission or commission on part of contractor or his staff, established after an enquiry by authorized representative(s) of the WBSHC/ any higher authority of the Government; shall be recovered from the contractor through appropriate method without prejudice to any other rights and remedies available to the WBSHC.

5) Guarantee on quality of goods:

- 1) The supplier shall have to guarantee the quality of goods provided, strictly as per specification of contract/ purchase orders.
- 2) If the food provided is found not as per contract/purchase order specification, the material shall be liable for rejection. On intimation from the Unit/Unions the contractor shall have to arrange replacement of food as per specification. If the supplier delays/fails to make arrangement to replace the foods.
- 3) The Contractor shall not indulge in supplying the rejected/returned foods. If the contractor is found indulging such practice the Contract shall be liable for cancellation, forfeiture of security deposit and black listing of firm.

6) Specification for Menu in Canteen.

Veg. Meal	Non Veg. Meal		
Rice (Miniket 150 gm.) , Bhaji, Dal, Sabji, Chatni	Rice (Miniket 150 gm.), Dal, Sabji, Fish Curry (75 gm.), Chatni	Rice (Miniket 150 gm.), Dal, Sabji, Egg Curry 1 Pc., Chatni	Rice (Miniket 150 gm.), Dal, Sabji, Chicken Curry (100 gm.), Chatni
Tea 75 ml., Tea 100 ml. and Omelette (One Egg)			

8) INSTRUCTIONS FOR BIDDERS:

- a. Quotation must be electronically submitted in two parts, i.e., (i) Part-A, Technical Bid and (ii) Part- B, Price Bid.
- b. Technical bid should contain all the documents like, Quotation documents, Instructions for bidder, Pre-qualifying requirements, General terms & conditions duly filled in& signed by the bidder.
- c. Only one set of tender document duly signed & stamped on each page by authorized representative of bidder shall be electronically submitted. Bidder should note specifically that all pages of tender document are to be electronically submitted by them as a part of their offer. Price should not be mentioned by them anywhere in the technical bid portion of offer.
- d. Price should be mentioned only in the "Part-B, Price Bid Format" after quoting the rates online as specified in the price bid format. Rate per Item should be quoted for supply of Canteen for Haj Pilgrims - 2023 both in figures as well as in words including taxes in the price bid.
- e. Prior to quoting of rates, the intending agencies are requested to inspect **the godown/storing place at Madinat-ul-Hujjaj, Action Area - II, New Town, Kadampur, Kolkata - 700160**
- f. On the date of opening of Quotation, Technical Bid shall be opened first to select the eligible Bidder. Price Bid will be opened on the scheduled date only in respect of those Bidder, whose bids are found technically acceptable.
- g. The West Bengal State Haj Committee reserves the right to accept or reject any or all offer without assigning any reason thereof. In addition, the West Bengal State Haj Committee shall not entertain any correspondence from bidders in this matter.
- h. The West Bengal State Haj Committee reserves the right to relax the pre-requisites and/or negotiate the rates, terms and conditions with the lowest tenderer or any of the other bidder to ascertain the suitability of the acceptable offer.
- i. The contract shall be for Haj Operation - 2023. The authority holds the right to terminate the contract for violation of terms and conditions by the qualified bidder at any time without any notice or assigning any reason.
- j. The Bidder or their representative may attend the opening of both the Bids (Part A & B).
- k. **Registration of Contractor:** Any service providers and or their authorized representatives 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://wbtenders.gov.in>.
- l. **Digital Signature Certificated (DSC):** Each service providers and or their authorized representatives is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders for the approval service of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the web site <https://wbtenders.gov.in>. DSC is given as a USB e-Token.
- m. The service providers and or their authorized representatives can search and download the NIT and Tender Document(s) electronically from computer once he logs on to the website <https://wbtenders.gov.in> using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
- n. **Submission of Tenders:** Tenders are to be submitted through online to the web site <https://wbtenders.gov.in> 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). Virus scanned and digitally signed copies of the documents are to be uploaded. The documents will get encrypted (transformed into non readable formats).
- o. **Payment of EMD:** The Tenderer shall be required to deposit Earnest Money of **Rs. 100,000.00 (Rupees One Lac) only** in Online Mode only (as per Finance Memo No: 3975 F

dated 28th July 2016). By selecting ICICI Bank Mode bidder have to pay the EMD amount through net banking and in case of ICICI NEFT/RTGS a challan will generate online in that case bidder have to pay the EMD at their concerned bank branch through NEFT or RTGS mode.

p. **Technical Proposal:** The Technical Proposal should contain scanned copies of the following two covers (folders)

a) **Statutory Cover** Containing the following documents –

i. NIT

b) **Non-Statutory Cover** Containing the following documents –

Sl. No.	Category Name	Sub-Category Description	Detail(s)
A.	Certificate (s)	Certificate(s)	GST Registration certificate PAN Valid Trade License FSSAI Certificate Licence under Contract Labour (Regulation and Abolition) Act. IT return for last three Years
B.	Company Detail(s)	Company Detail	PARTNERSHIP DEED, CO-OPERATIVE SOCIETY BYLAW, MOA, TRADE LICENCE, COMPANY REGISTRATION CERTIFICATE
C.	Balance Sheet	Last Three Years	P/L AND BALANCE SHEET Last Three Years
D.	Credential	Credential – 1	Minimum two years experience of rendering similar supply in a single order to offices under the establishment of this Government or Government of India/ Undertaking of this Government or Government of India or any Private Organization of repute for at least two years.

Sd/-

Executive Officer
West Bengal State Haj Committee