West Bengal Tourism Development Corporation Limited

TENDER NOTICE

No. 1170/ WBTDC/XII-160	Dated : 06/09/2012

Sealed Tenders are invited in duplicate by the Managing Director, West Bengal Tourism Development Corporation Ltd (WBTDCL), from resourceful companies, registered partnership firms and proprietorship firms having at least 3 years experience of providing catering services for the under mentioned work as per the terms and conditions mentioned in this Tender Document :

a) **Name of work : Catering Service Contract For Maithan Tourist Lodge , P.O.- Kalyaneswari, Dist.- Bardhaman**

b) **Duration Period of Contract: 60 (Sixty)** months

c) **Earnest Money** : **Rs. 10,000.00** (Rupees Ten Thousand) only Demand Draft dischargeable / payable at Kolkata and drawn in favour of "***West Bengal Tourism Development Corporation Ltd".*** Tenders without Earnest Money will be rejected. EMD will be refunded to the unsuccessful tenders without any interest as soon as possible after award of the contract.

d) **Cost of Tender Document:** Tender documents may be purchased on payment of non-refundable and non-adjustable amount of **Rs 500/-(Rupees Five Hundred) only, per document,** payable in **Cash Only.**

e) **Availability of Tender Document:**

West Bengal Tourism Development Corporation Ltd.

Hemanta Bhavan, 12, B.B.D. Bag (E) 4th floor, Kolkata 700 001

f) Sale of Tender: From 21/09/2012 to 28/09/2012 Between 11.00 A.M. to 4.00 P.M.
Interested parties may apply to the office of WBTDCL at Hemanta Bhavan, 4th floor, 12, B.B.D. Bag (E), Kolkata-700 001, on any working day between 10th September,2012 to 25th September, 2012 between **11.00 AM to 4.00 PM** with all self attested documents as stated in Tender Documents. Only prequalified bidders shall be invited to purchase the tender document and will participate in the main bid.

g) **Last Date for Sale of Tender Document: 28/09/2012 till 16.00 Hrs.** No tender document will be available for sale after the expiry of scheduled date and time.

h) **Last Date and Time of Submission of Tender: 01/10/2012, 13.00 Hrs.** No tender document will be accepted after the expiry of the schedule date &time.

i) **Time and Date of opening: 14.30 hrs**. On **01/10/2012 in** presence of intending Tenderers.

j) **Tender to be Addressed to** : *Managing Director*

West Bengal Tourism Development Corporation Ltd.
Hemanta Bhavan, 12, BBD Bag(E),4th Floor, Kolkata - 700 001

k) The successful tenderer should provide requisite manpower for manning & operation of the Catering Services within **2 (two) months** from the date of issuance of offer letter, failing which the EMD will be forfeited and the offer will be cancelled.

l) Delay in submission of tender arising out of postal or any other irregularities at any Stage will not be considered. The West Bengal Tourism Development Corporation Ltd. will not be responsible for any damage in transit in case of postal delivery / delivery through courier service.

m) The acceptance of tender will rest with the Managing Director, West Bengal Tourism Development Corporation Ltd., who does not bind himself/ herself to accept any or all tenders and reserves to himself/herself the right to reject any or all the tenders received without assigning any reason/s thereof.

n) Minimum Qualification required for bidding:

Average Annual Financial Turnover, during last 3 years of Rs.10 Lacs.

Bank Solvency Certificate of Rs.5 Lacs from Nationalised Bank.

Yours faithfully,

Managing Director.

Copy to:

1. Notice Board
2. Web Site

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West Bengal Tourism Development Corporation Ltd.

(A *Govt. of West Bengal Undertaking*)

Hemanta Bhawan, 4th Floor, 12 BBD Bag (East)

Kolkata 700 001, West Bengal

TENDER DOCUMENT

For

Catering Service Contract At

Maithan Tourist Lodge - Maithan

Properties belonging to: West Bengal Tourism Dev. Corp. Ltd.

Phones: 033 44012084. Fax: 033 22314063/ 22488290

Website: westbengaltourism.gov.in e-mail: visitwestbengal@yahoo.co.in

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1. BIDDERS ELIGIBILITY CRITERIA:

1.1 Contractors having at least 3(three) years satisfactory experience of providing catering services in reputed institution(s)/ clubs/hotels/ office where regular daily Catering services are being rendered with an annual turnover of **Rs.10.00 lacs** in similar nature of business in each of the last three years in the name of the contractor without any change in the constitution.
1.2 The Bidders should have EPF , ESI, Service Tax, VAT, PAN registrations.. The bidder should also have a license under contract labour (Regulation & Abolition) Act – 1970, if applicable. Bidders should also posses any other license/permit etc. as required from local/ statutory authorities/ bodies necessary for running such business.
1.3 The Bidders must have authenticated documentary evidence certifying an annual turnover of at least **Rs.10.00 lacs (rupees ten lacs)** on average in the last three financial years. The Bidder may visit the concerned Tourist Lodge to have an idea of the job to be undertaken.
1.4 Bankers solvency certificate for **Rs 5 lacs (rupees five lakhs)** from a nationalized bank.

2. INSTRUCTIONS TO BIDDERS

2.1 Definitions

In the document unless otherwise mentioned or expressed clearly, the terms `Bidder' or `Contractor', ` Maithan T. L. / WBTDCL would have meaning as given below:

a. Bidder or Contractor: The company, registered partnership firm, and proprietorship firm participating and quoting for the tender.
b. WBTDC / WBTDCL: **West Bengal Tourism Development Corporation Ltd.**
c. Maithan T.L.: Maithan Tourist Lodge, P.O.- Kalyaneswari, Dist.- Bardhaman
d. Restaurant : Restaurant of Maithan Tourist Lodge, P.O.- Kalyaneswari, Dist.- Bardhaman.

2.2 Name of the Property : Restaurant in Maithan Tourist Lodge, P.O.- Kalyaneswari, Dist.- Bardhaman

2.3 Schedule of Tender

Sr. No.	Item	Expected Date/Remarks
1	Tender Reference No.	1170/WBTDC/XII-160
2	Date of Tender Notice	06/09/2012
3	Last date of submission of tenders (Technical Bid & Commercial Bid Tenders).	01/10/2012 upto 13.00 hrs.
4	Time and Date of opening of Technical Tender.	14.30 hrs on 01/10/2012
5	Place of opening of Tender	H.O.; WBTDC, 12 BBD Bag, Kol-1
6	Address of communication / submission of tender.	WBTDC, 12 BBD Bag, Hemanta Bhawan, 4th Floor,Kolkata-700001
7	Money Receipt no. for purchase of tender.	

Signature of contractor/ authorized person

2.4 Bid Submission

For the purpose of the present job, a two-stage bidding process will be followed by the WBTDC. The response to the present tender shall be submitted in two parts by the vendor, **Part 1 containing compliance to the Terms and Conditions as mentioned in Technical Bid (Part 1 of this document) and Part 2 containing the Commercial Bid (Part 2).**

The bidder shall submit the Part 1 and Part 2 Portion of the Bids separately for the property, in lac-sealed envelopes, duly super scribing 'Technical Bid' on one envelope and 'Commercial Bid' on another envelope - both the envelopes shall be submitted by the tenderer in another third sealed envelope super scribing `Offer for catering Service Contract at 'Maithan Tourist Lodge'.

Note:

Part 1 of the Bid shall NOT contain any pricing or commercial Information at all. In the first stage of evaluation process, only Technical Bid (Part 1) of the bids will be opened and evaluated by the WBTDC. Those bidders satisfying the technical requirements as determined by the WBTDC and accepting the terms and conditions of these documents shall be short-listed.

Under the second stage of evaluation process, the Commercial Bid (Part 2) of only those bidders, which have been short listed earlier in first stage, will be opened. Bids duly **lac-sealed** should be hand delivered so as to be received on or before **01.10.2012** up to **13.00 hours** at the following address:

Managing Director,
West Bengal Tourism Development Corporation Ltd.;
12, BBD Bag, Hemanta Bhawan, 4th Floor, Kolkata -700 001

The WBTDC will NOT return any of the bids (technical and commercial) once it has received the bids from the bidders. Every bidder can apply for only one bid for each of the property.

2.5 Earnest Money Deposit (EMD)

Each tender must be accompanied by a Payee's A/c Bank draft of **Rs.10000/- (Rupees ten thousand only)** from a Nationalised Bank (other than co-operative bank) drawn on…….…….. Bank, favouring 'West Bengal Tourism Development Corporation Ltd.', payable at Kolkata and put in the Technical Tender document as earnest money. The tenderer's name etc. should not appear on the Bank Draft. This amount will be refunded in due course to the unsuccessful tenders. Tenders not accompanied by earnest money shall be summarily rejected. No interest shall be payable on the earnest money.

Signature of bidder/ authorized person

2.6 Format and Signing of Bid

A forwarding letter listing all the documents enclosed with Technical Tender, signed by the tenderer or an authorized signatory of the tenderer is required. All the pages of all the documents should be duly stamped with the seal of the organisation and signed by the tenderer.

In one envelope marked `Technical Bid' put the forwarding letter plus all requisite documents duly signed and sealed in compliance with provisions of this tender document plus Part 1 plus Bank Draft of Earnest Money. In the second envelope marked `Commercial Bid' put only Part 2.

2.7 Evaluation and comparison of Bids

Only bids from Bidders, meeting the eligibility criteria and submitting the complete and responsive bids will be evaluated and compared.

The evaluation procedure to be adopted for the bid will be the sole discretion of the WBTDC and the WBTDC is not liable to disclose either the criteria or the evaluation report / reasoning to the bidder(s).

2.8 Acceptance or rejection of Bid

The WBTDC reserves the right to accept any bid, or reject all or any bid at its sole discretion without assigning any reason whatsoever.

2.9 Signing of Contract

The successful bidder shall be required to enter into a contract with the West Bengal Tourism Development Corporation Ltd. within 15 days of the award of the tender or within such extended period as may be specified by the Managing Director, WBTDC. The bidder needs to intimate the WBTDC about acceptance of all the terms and conditions in the work order by letter duly signed by proprietor / authorized signatory.

2.10 Resolution of Disputes

All disputes or differences whatsoever arising between the parties out of or in relation to the catering contract, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If however, the parties are not able to solve them amicably, the same shall be settled by Arbitration as per arbitration and Conciliation Act, 1996. For enforcement of awards or any other litigation, Court / Tribunal at Kolkata will have jurisdiction.

2.11 Notices

Any notice given by one party to the other pursuant to this contract shall be sent in writing to the concerned Party at the address as mentioned in the contract.

2.12 Tenders are not transferable.

Signature of bidder/ authorized person

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PART 1 (i) (Contains 11 pages)

TECHNICAL BID for Catering Services of Maithan Tourist Lodge

1) Full Name of the Firm / Company : …….. ……..
……..
… ……

2) Constitution with details of Proprietor/ : …….
Partner /Directors …….
……..

3) Complete address : ……..
……..
……..

4) Telephone, Fax, e-mail etc. : ……..
……..
……..

5) Name(s), address & telephone(s) : ……..
Number(s) of Proprietor / ……..
Managing Director / Managing Partner …….

6) Name(s), address & telephone No. : …….
of contact person(s) …….
……

7) Year of Establishment of firm / Co. : …….

8) Income Tax PAN / TAN No (with date) : …….
……

9) No. of workmen employed : …….

10) License No. & date issued under : …….
Contract Labour (Regulation & Abolition)……..
Act 1970, If applicable ……..

11) EMD details : D.D.No. …….. for Rs.10,000.00 dated ……..
favouring West Bengal Tourism Development
Corporation Ltd. Drawn by (Bank's name)

12) Experience with duly authenticated : ……..
Certificates …….

Signature of bidder/ authorized person

W.B.T.D.C.Ltd.

(ii)

13) EPF No with date : ……
ESI No with date: ……..
ST/VAT No with date : …..……..
Service Tax No with date: ……
(attach authenticated proof)

14) Institution(s) where catering services are being provided on regular daily basis for the last 3 years (Name, address & Telephone No with No. of rooms) . ……..
……..
……..

15) Details of turnover for the last 3 FY : 2009-10 - Rs…….. lacs (Audited)
(with authenticated documentary proof) 2010-11 - Rs…… lacs (Audited)
2011-12 - Rs……..lacs (Provisional)

16) Details of Bank Solvency Certificate : ……..

<u>Verification</u>: I verify that all the details furnished above are true and correct to the best of my knowledge and belief. I understand that in case of furnishing of any false information or certificate / document or suppression of any material information, the bid shall be liable for rejection besides initiation of penal proceedings by the WBTDC Ltd, if it deems fit.

Contractor/Authorized person

Compliance to all the points mentioned in technical bid shall stand for evaluation of Technical Bid

Signature of bidder/ authorized person

W.B.T.D.C.Ltd.

Guidelines to Bidder

A. Earnest Money Deposit (EMD) as stated in paragraph 2.5 must be put in the Technical Bid.
B. Successful bidder has to execute an agreement on Non –Judicial Stamp paper worth Rs 500/-, accepting all the terms and conditions with 15 days of receipt of offer letter from WBTDC..
C. The successful bidder has to commence the operarion within 2 months from the date of issuance of the offer letter from WBTDC.
D. Bidder must sign every page of this bid and also sign all the documents furnished with this bid.
Following Documents must be enclosed with the Technical Bid:-
1. Bank Draft of Rs.10, 000/- (Rupees Ten Thousand only) from a Nationalised Bank (other than co-operative Bank) in favour of West Bengal Tourism Development Corporation Ltd at Kolkata.
2. Tender document, duly stamped by his official seal and signed by the tenderer on all the pages, in token of having accepted all the terms and conditions of the tender.
3. Authenticated certificate of constitution of the Firm, Company etc. and copy of registration certificate in case of company and firm, and copy of trade licence.
4. Authenticated Experience certificate(s) from the Institution(s) where catering services have been / are being provided on regular daily basis for the last three years.
5. Authenticated Documentary evidence certifying annual turnover of **Rs.10 lacs on an average** in the last three financial years.
6. Authenticated copies of the Balance Sheets and Profit & Loss account for each of the last three financial years 2008-09 , 2009-10 & 2010-11 duly audited by a Chartered Accountant and also for 2011-12 along with Bankers' solvency certificate of Rs. 5.00 lacs (Rupees five lacs) only.
7. Authenticated & legible copies of registration with EPF Department, ESI Department & PAN Number, ST/VAT & Service Tax No, & Trade License and any other license/permit etc. as required from local/ statutory authorities/ bodies necessary for running such business.
8. Authenticated & legible copy of licence / registration under Contract Labour (Regulation & Abolition) Act -1970 if applicable.
9. In case, the registration as per Sr.No 8 is not applicable, a letter confirming that the Contract Labour Act is not applicable should be enclosed as per specimen given on page (xi).

Signature of bidder/ authorized person

W.B.T.D.C.Ltd.

The bidder must accept all the terms & conditions mentioned below. Following points must be reproduced in the technical bid submitted by the bidder & each page must be signed by the proprietor / partner / authorized signatory of the bidder in token of having accepted the terms & conditions.

1. The Contractor shall provide catering services round the clock as per the requirements and satisfaction of the guests/boarders of WBTDC. Only skeleton services may be made available after 11:00 PM to 6:00 AM.
2. The quality of the ingredients to be used for preparation of eatables, beverages etc. shall be of good quality and of market accepted proven quality.
3. The cost of food served to the guests/ boarders will be realized by the Caterer from the guests/ boarders directly under proper receipt. WBTDC will have no role in such realization and shall not be responsible for any unpaid Bill/s.
4. All displayed items in the Menu should be available on ordering, as far as practicable.
5. The Contractor shall not claim any extra charges when any high dignitaries / Senior Management officials visit the property for reasons whatsoever. The charges should be 60 % + Taxes as applicable. of the price displayed in the Menu as on that date.
6. The staff of the Contractor shall wear at all times, authenticated photo identity cards, duly supplied by the caterer and authenticated by the Manager of the property.
7. If at any time during the subsistence of the contract, the WBTDC so desires to utilize the services of the contractor for any special parties, seminars, conferences, meetings or otherwise, the contractor shall arrange the same at the approved rates or on mutually agreed rates.
8. The Contractor shall supply food and beverages etc., to Manager & the Lodge staff at subsidized rates.(60% of the Menu Price + Taxes as applicable)
9. The Contractor's employees will be allowed entry into the premises of the T. Lodge with the specific permission of the Manager or any Officer authorized in this behalf.
10. The WBTDC reserves the right to grant permission or to refuse permission or to withdraw it where it has been granted earlier without assigning any reasons.
11. The contractor shall provide Aquaguard processed drinking water in the dining hall, place of service etc. The cost of the machine (Aquaguard) and allied work related to it, shall have to be borne by the Caterer.

Signature of bidder/ authorized person

12. Timings of service of food and beverages and the menu as approved by the WBTDC will be displayed at the Restaurant/ Dining Hall of the Tourist Lodge by the Contractor.
13. Bed tea from 6:00AM onwards till a reasonable period of time shall have to be served in the guest rooms, whereas breakfast, lunch, afternoon-tea, forenoon tea, coffee, snacks and dinner will normally be served in the Dining Hall. However these may be served in the guest rooms, if so ordered by the Room guests. Separate charges, duly approved by the WBTDC for such services may be levied by the caterer from the concerned guests, directly.
14. The menu should be changed frequently to provide variety and uniform standard.
15. The Contractor will provide at his cost toilet soap and hand towels for the washing place provided in the dining hall etc. and replace the same as soon as such service is found to be depleted or soiled, as the case may be. It shall be the responsibility of the Contractor to employ sufficient staff and to provide cleansing material of first class quality for the cleaning, washing area, pantry, kitchen, dining hall and service area. Cleanliness and maintenance of all these areas will be the exclusive responsibility of the Contractor. Contractor shall be responsible for pest control or similar job to ensure that the washing / pantry / kitchen / dining hall and service areas are pest-free. Any laxity in the cleaning of these areas will attract severe penalties to be decided on the sole discretion of the WBTDC, which will be binding on the contractor.
16 The Contractor shall devote his full attention to the work of purchases, preparations of food and beverages etc. and shall discharge his obligations under the contract most diligently and honestly with a high standard of service.
17. The contractor shall remove garbage from kitchen and dining hall etc. daily at his own cost and dump / dispose off at proper/designated place. No cost under this head will be borne by the WBTDC.
18 Any stale and / or rejected material (raw or cooked), shall be removed from WBTDC premises immediately by the Contractor.
19. The Contractor shall provide very high standard cooking utensils, bone china crockery, glassware, cutlery, table linen etc. for use of the catering at his own expenses. The table linen will be changed daily and washed & ironed at his expenses. The said items shall be of first class quality and shall be to the full satisfaction of the WBTDC, whose decision in this regard shall be final and binding on the Contractor. The standard of cleanliness of kitchen utensils, crockery, glassware, cutlery; linen etc. shall be of very high order and any laxity in this regard will attract severe penalties of the amount to be determined by the WBTDC. The Contractor shall be bound by the decision of the Lodge Manager.

Signature of bidder/ authorized person

20. The contractor shall maintain high standard of quality in the catering services comparable to those rendered by WBTDC hotels. The WBTDC shall also have the right to insist doing any service of catering and care taking which has already been performed if the same is not carried out to the satisfaction of the WBTDC.

21. Authorized official of the WBTDC i.e. the Manager or his authorized representative may test and taste the food to keep a check on the quality of food being prepared and supplied. No charges will be paid to the Contractor in this regard. Catering experts of the WBTDC may also check the quality of the cooked food and advice accordingly, if found otherwise, and against any complaint received from paying guests, in the interest of the WBTDC.

22. The WBTDC shall have full rights and shall be at liberty to refuse to serving of any food found unsuitable or complained by the Guest.

23. The contractor shall ensure to keep and use materials, items etc. of high quality as per Schedule -II and maintain buffer stock of each item of requirement to last at least for 1 week. Further, all the required materials, perishables, grocery, milk products, etc. should be stored properly by the contractor in proper high quality containers so that the same are not exposed to any risk, damage etc. due to insects, rodents, weather conditions etc. at his own cost.

24. The authorized officer of the WBTDC shall have unrestricted entry into the premises at anytime to inspect the up keep of kitchens, dining place, pantry etc. If the authorized officer finds that the upkeep is not up to the defined standard, then a penal action may be contemplated by the WBTDC, as deemed fit. A set of duplicate keys of all locks used by the contractor shall have to be handed over to the Manager for purpose of emergency.

25. All questions relating to the performance of the obligations under the contract and to the quality of ingredients, as stipulated by the WBTDC, used in preparing the food and beverages and all the disputes and differences which may arise either during or after the contract period or other matters arising out of or relating to the payments to be made in pursuance of the contract shall
be decided by the MD, WBTDC, whose decision shall be final, conclusive and binding on the parties to the Contract.

26. The Contractor shall bear all taxes, rates, charges, levies or claims, whatsoever, as may be imposed by the State / Central Govt. or any local body or authority. The Contractor shall furnish such proof of payment, of compliance or the obligations including registration certificate, clearance certificate etc. as may be required by the WBTDC from time to time.

Signature of bidder/ authorized person

27. The Contractor shall obtain any licence(s), permit, consent, sanction etc. as may be required or called for from / by local or any other authorities for doing such work. The Contractor shall comply with all applicable laws, rules and regulations of the land in force. Further, the Contractor shall obtain such permission / licence(s) as may be required under the Contract Labour (Regulation and Abolition) Act, 1970, if applicable to them or under any other Laws relating to his services. The Contractor shall produce the licence(s) permission etc. so obtained to the WBTDC or furnish copies thereof as and when required by the WBTDC The contractor shall keep and get renewed such licence(s), permission etc. from time to time. The Contractor shall be responsible for any contravention of the Local, Municipal, other Laws, Rules, Regulations etc.

28. The Contractor shall keep and maintain regular and proper books of accounts supported by vouchers so that the same may be available for inspection by any statutory authority. The Contractor shall engage the services of sufficient number of able, trained, efficient, neat, healthy, honest, well-behaved and skilled persons for cooking, serving and cleaning of kitchen, dining halls and services areas at his cost. However, the Contractor shall deploy a minimum of 3 waiters / serving personnel per 8 hour shift. The Lodge / Motel Manager may in consultation with the caterer receive orders for banquets, social functions viz. marriage parties, etc. The caterer shall be responsible for smooth execution of the party and to the satisfaction of the guests and the indentor. WBTDC will however claim no levy/ royalty for such earnings of the caterer. But in no case should such event disturb the normal catering to the room/ Dining Hall/Restaurant/walk-in guests of the WBTDC. All attendants, waiters, cooks should be properly trained and shall wear smart and neat uniform (pattern to be got approved from the WBTDC) with their name badges and photo identity cards. The contractor must engage appropriate number of trained cooks for providing authentic Bengali and North Indian dishes. He will be responsible for the good conduct and performance on their part and the contractor shall be deemed for all legal and contractual purposes, as the employer of such persons and such persons will not have any claim for employment in the WBTDC now or at a future date. In any case, the Contractor shall have to engage the services of sufficient number of bearers etc. and one or more supervisors and shall engage minimum 10 employees for the entire catering setup, for the property. The contractor shall give necessary guidance and directions to his employees to carry out the jobs assigned to them by the contractor and / or the WBTDC. The Contractor shall also be responsible for the payment of their wages and / or dues to his employees. All liabilities arising out of violating of local Laws and / or Central Laws shall be his responsibility. The contractor shall also furnish a detailed duty chart of his employees at the beginning of every month and keep informed the office of any change made in the list from time to time.

Signature of bidder/ authorized person

The duty chart for the month should give the specific names of the employees and the respective duties they are required to attend to. He will, on the request of In-Charge of the T. Lodge, immediately remove from work any person(s)/ employee(s) who may, in the opinion of the WBTDC be unsuitable or incompetent or who may misconduct himself and such a person shall not be again employed or allowed in the work / campus without the permission of the WBTDC Ltd.

29. The Contractor will ensure that his employees abide by the order of the Manager / Asstt. Manager for the purpose of discipline etc.

30. The contractor shall appoint Manager (s) / Supervisor (s) with good manners and with catering background who should be available round-the-clock for attending to the services and complaints and requirements of guests/ visitors etc.

31. The Contractor shall issue appointment letters to all the persons employed in connection with performance of his contract for catering services, furnish proof by submitting copies of such letters received by the employees as and when demanded by the WBTDC. The appointment letter shall make clear that the concerned employee is the employee of the contractor only and West Bengal Tourism Development Corporation Ltd. where catering services are rendered has no obligation or any relationship as to employment or otherwise whatsoever with him.

32. The Contractor's employees will be allowed entry into the premises of the Lodge with the specific permission of the Manager or any Officer authorized in this behalf. The WBTDC reserves the right to grant permission or to refuse permission or to withdraw it. even where it has been granted earlier without assigning any reasons. The Contractor shall ensure that his employees attend to their assigned duties and do not wander or roam about or pose disturbance to the WBTDC, its staff, guests or interests.

33. Except the personnel of the contractor working in the night shift other persons deployed by the contractor will not be allowed to be in the Lodge premises during night time or to use the Lodge for their residential purpose.

34. The contractor indemnifies the WBTDC against all monetary or other benefits to which his personnel are entitled during the period of employment or in relation to employment under various Labour Laws such as Factory Act 1948, Workmen Compensation Act or other such statute as may be made applicable from time to time. He will also be required to obtain the licence (s) as per provisions of Law including contract Labour (Regulation & Abolition) Act 1970 if applicable to them. Contractor shall be solely responsible and shall fully comply with all the provisions of all the labours laws applicable such as Factories Act, Industrial Dispute Act, Miscellaneous Provisions Act, Minimum Wages Act, Payment of Bonus Act, Workmen Compensation Act, and Contract Labour (Regulation of Employment and conditions of services) Act 1979, Employees State Insurance Act, Employees PF Act etc. and any other Act / Legislations passed from time to time.

Signature of bidder/ authorized person

There shall neither be any privity of contract with employees of the contractor nor an employer – employee relationship between the WBTDC and the contractor.

35. The contractor shall not use the Lodge premises for any other activity except the purpose for which it has been provided for.

36. The premises with fittings and fixtures, furniture, equipment etc. provided to the Contractor are the property of WBTDC. The contractor shall have no right on any of these and shall place them back at the disposal of the WBTDC when demanded. The contractor shall be responsible for the safe custody and proper use and maintenance of all equipments and properties of Lodge/ Motel, whether movable or immovable. Any damage caused to the equipments or properties shall be made good by the contractor immediately to the WBTDC without any loss of time, failing which the cost of equipments, properties etc. will be recovered from his bills or from other means as deemed fit by the WBTDC.

37. Failure of equipment etc. will not be an excuse for not providing service.

38. Nothing contained in this contract is intended to be nor shall be construed to be a grant, demise or assignment in the Law of premises or any part thereof by the WBTDC to the Contractor or his employees and the Contractor and his employees shall vacate the same on the termination of the contract period either by efflux of time or otherwise.

39. The contractor will have to maintain permanent records of all materials, equipments etc. supplied to him by the WBTDC. At the end of each quarter and also at the end of the contract period, the contractor will prepare the list of all items held by him and show them separately in good condition, repairable, irreparable and missing and make them available for the purpose of joint verification by the authorized officer of the WBTDC and the contractor. Cost of missing or damaged items shall be recovered from the contractor.

40. The contractor shall not assign or sub contract this contract. In case, the Contractor assigns or sub-contracts this contract without written approval of the WBTDC or in case the performance of the Contractor is found unsatisfactory or in case of contravention by the contractor of any of the terms & conditions contained herein or in case of abrupt stoppage of work by contractor or his employees for any reason, whatsoever, or if at any stage, during the period of contract, any case involving moral turpitude is instituted by the Court against the contractor or his personnel the WBTDC shall have the right to terminate the contract without giving any notice to the Contractor. The MD, WBTDC Ltd. shall be the sole authority to decide and judge the quality of service rendered by the Contractor and his/her decision will be fully binding on the Contractor

41. The contract shall be for a period of five years subject to six monthly review by the WBTDC.

Signature of bidder/ authorized person

42. The contract can be terminated as provided in clause 39 (without notice) or by efflux of time or earlier by one month notice at the option of the WBTDC as the case may be. The contractor shall also have the option to terminate the contract after giving three months notice to the WBTDC.

43. If at any stage during the period of the contract any case involving moral turpitude is instituted in court against the contractor or its personnel, the WBTDC reserves the exclusive and special right to terminate the contract without any notice to the contractor and in such event, the contractor will not be entitled to any compensation from the Lodge/ Motel.

44. On termination of contract by the WBTDC for any reason whatsoever, the WBTDC shall be entitled to engage the services of any other person, agency or contractor to meet its requirement without the prejudice to its rights including claim for damages against the contractor

45. In case where there is no Gas Bank for the kitchen, the Caterer will endevour to get the connection from authorized LPG companies with assistance from the Manager of the concerned T.Lodge.

46. The offer to the WBTDC shall be lump sum, quoted on a yearly basis, and payable at the beginning of the year. (This offer to be quoted in the Commercial Bid). The accepted offer shall have to be paid at the beginning of each year by way of Demand Draft drawn on any Nationalised Bank favouring 'West Bengal Tourism Development Corporation Ltd'.

47. Notwithstanding any other court or courts having jurisdiction to decide the question forming the subject matter of suit, any and all actions and proceedings arising out of or relating to the contract shall lie in the court of competent civil jurisdiction in this behalf at Kolkata only (where this contract has been signed on behalf of the WBTDC) and only the said court shall have jurisdiction to entertain and try such actions and / or proceedings to the exclusion of all the other courts.

Signature of Contractor / Authorized person

W.B.T.D.C.Ltd.

(xi)

The Managing Director,

West Bengal Tourism Development Corporation Ltd.

12, BBD Bag, Hemanta Bhawan, 5th Floor,

Kolkata 700 001

Reg.: Contract Labour (Regulation & Abolition) Act 1970.

We confirm that we have employed …….(number) workmen only and that the Contract Labour (Regulation & Abolition) Act 1970 is not applicable to us.

Signature of Contractor / Authorized person

W.B.T.D.C.Ltd.

PART 2

COMMERCIAL BID

The Managing Director,
West Bengal Tourism Development Corporation Ltd.
12, BBD Bag, Hemanta Bhawan, 5th Floor,
Kolkata 700 001

Reg: Tender for Catering Service contract for Maithan Tourist Lodge-

Commercial Bid

Sir / Madam,

This has reference to your tender for catering & Bar service contract followed by my/our technical bid. I/we have read all the terms & conditions as stipulated in the technical & commercial bids and I/we are ready to execute the stamped agreement. I/we confirm that I/we fulfill the eligibility criteria as stipulated by you.
I/we offer my rates as under:

Period	**Yearly Amount (Rs) (Payable before commencement of the corresponding year)**
1st year	Rs ----------, In words (rupees ----------)
2nd year	Rs ----------, In words (rupees ----------)
3rd Year	Rs ----------, In words (rupees ----------)
4th year	Rs ----------, In words (rupees ----------)
5th year	Rs ----------, In words (rupees ----------)

Note: for the purpose of arriving at the highest bidder the aggregate of total bid for five years shall be amongst one of the considerations.

Signature of Contractor / Authorized person

West Bengal Tourism Development Corporation Limited

TENDER NOTICE

No. 1171/ WBTDC/XII-160	Dated: 06/09/2012

Sealed Tenders are invited in duplicate by the Managing Director, West Bengal Tourism Development Corporation Ltd (WBTDCL), from resourceful companies, registered partnership firms and proprietorship firms having at least 3 years experience of providing catering and bar services for the under mentioned work as per the terms and conditions mentioned in this Tender Document :

Name of work : Catering and Bar Service Contract For Pathik Motel, Durgapur

b) **Duration Period of Contract : 60 (Sixty)** months

c) **Earnest Money** : **Rs. 20,000.00** (Rupees Twenty Thousand) only Demand Draft dischargeable / payable at Kolkata and drawn in favour of "***West Bengal Tourism Development Corporation Ltd".*** Tenders without Earnest Money will be rejected. EMD will be refunded to the unsuccessful tenders without any interest as soon as possible after award of the contract.

d) **Cost of Tender Document:** Tender documents may be purchased on payment of non-refundable and non-adjustable amount of **Rs 500/-(Rupees Five Hundred) only, per document,** payable in **Cash Only.**

e) **Availability of Tender Document** :

West Bengal Tourism Development Corporation Ltd.

Hemanta Bhavan, 12, B.B.D.Bag (E) 4th floor,Kolkata 700 001

f) **Sale of Tender: From 21/09/2012 to 28/09/2012 Between 11.00 A.M. to 4.00 P.M.**

Interested parties may apply to the office of WBTDCL at Hemanta Bhavan, 4th floor, 12, B.B.D. Bag.(E) Kolkata-700 001, on any working day between 10th September,,2012 to 25th September, 2012 between 11.00 AM to 4.00 PM with all self attested documents as stated in Tender Documents. Only prequalified bidders shall be invited to purchase the tender document and will participate in the main bid.

g) **Last Date for Sale of Tender Document: 28/09/2012 till 16.00 Hrs.** No tender document will be available for sale after the expiry of scheduled date and time.

h) **Last Date and Time of Submission of Tender: 01/10/2012, 13.00 Hrs.** No tender document will be accepted after the expiry of the schedule date &time.

i) **Time and Date of opening: 15.30 hrs**. on **01/10/2012** in presence of intending Tenderers.

j) Tender to be Addressed to : *Managing Director*

West Bengal Tourism Development Corporation Ltd.

Hemanta Bhavan, 12, BBD Bag(E),4th Floor, Kolkata - 700 001

k) The successful tenderer should provide requisite manpower for manning & operation of the Catering & Bar Services within **2 (Two) months** from the date of issuance of the offer letter failing which the EMD will be forfeited and the offer will be cancelled.

l) Delay in submission of tender arising out of postal or any other irregularities at any Stage will not be considered. The West Bengal Tourism Development Corporation Ltd. will not be responsible for any damage in transit in case of postal delivery / delivery through courier service.

m) The acceptance of tender will rest with the Managing Director, West Bengal Tourism Development Corporation Ltd., who does not bind himself/ herself to accept any or all tenders and reserves to himself / herself the right to reject any or all the tenders received without assigning any reason/s thereof.

Managing Director

Copy to:

1. Notice Board
2. Web Site

Beautiful Bengal

West Bengal Tourism Development Corporation Ltd.

(A *Govt. of West Bengal Undertaking*)

Hemanta Bhawan, 4th Floor, 12 BBD Bag (East)

Kolkata 700 001, West Bengal

TENDER DOCUMENT

For

Catering & Bar Service Contract At

Pathik Motel - Durgapur

Properties belonging to: West Bengal Tourism Dev. Corpn. Ltd.

Phones: 033 44012084. Fax: 033 22314063/22488290

Website: westbengaltourism.gov.in e-mail: visitwestbengal@yahoo.co.in

W.B.T.D.C.Ltd.

1. BIDDERS ELIGIBILITY CRITERIA:

1.1 Contractors having at least 3(three) years satisfactory experience of providing catering services in reputed institution(s)/ clubs/hotels/ office where regular daily Catering services are being rendered with an annual turnover of **Rs.25.00 lacs** in similar nature of business in each of the last three years in the name of the contractor without any change in the constitution.
1.2 The Bidders should have EPF, ESI, Service Tax, VAT, PAN registrations.. The bidder should also have a license under contract labour (Regulation & Abolition) Act – 1970, if applicable. Bidders should also posses any other license/permit etc. as required from local/ statutory authorities/ bodies necessary for running such business.
1.3 The Bidders must have authenticated documentary evidence certifying an annual turnover of at least **Rs.25.00 lacs (rupees twenty five lacs)** on average in the last three financial years. The Bidder may visit the concerned Tourist Lodge to have an idea of the job to be undertaken.
1.4 Bankers solvency certificate for **Rs 10.00 lacs (rupees ten lakhs)** from a nationalized bank.

2. INSTRUCTIONS TO BIDDERS

2.1 Definitions

In the document unless otherwise mentioned or expressed clearly, the terms `Bidder' or `Contractor', ` Pathik Motel / WBTDCL would have meaning as given below:

a. Bidder or Contractor: The company, registered partnership firm, and proprietorship firm participating and quoting for the tender.
b. WBTDC / WBTDCL: **West Bengal Tourism Development Corporation Ltd.**
c. Pathik Motel.: Pathik Motel, Gandhi More, P.O.- Durgapur, Dist.- Bardhaman
d. Bar & Restaurant : Bar & Restaurant of Pathik Motel, Gandhi More, P.O.- Durgapur Dist.- Bardhaman.

2.2 Name of the Property : Bar & Restaurant in, Pathik Motel, Gandhi More, P.O.- Durgapur Dist.- Bardhaman

2.3 Schedule of Tender

Sr. No.	Item	Expected Date/Remarks
1	Tender Reference No.	1171/WBTDC/XII-160
2	Date of Tender Notice	06/09/2012
3	Last date of submission of tenders (Technical Bid & Commercial Bid Tenders).	01/10/2012 upto 13.00 hrs.
4	Time and Date of opening of Technical Tender.	15.30 hrs on 01/10/2012
5	Place of opening of Tender	H.O.; WBTDC, 12 BBD Bag, Kol-1
6	Address of communication / submission of tender.	WBTDC, 12 BBD Bag, Hemanta Bhawan, 4th Floor,Kolkata-700001
7	Money Receipt no. for purchase of tender.	

Signature of contractor/ authorized person

2.4 Bid Submission

For the purpose of the present job, a two-stage bidding process will be followed by the WBTDC. The response to the present tender shall be submitted in two parts by the vendor, **Part 1 containing compliance to the Terms and Conditions as mentioned in Technical Bid (Part 1 of this document) and Part 2 containing the Commercial Bid (Part 2).**

The bidder shall submit the Part 1 and Part 2 Portion of the Bids separately for the property, in lac-sealed envelopes, duly super scribing 'Technical Bid' on one envelope and 'Commercial Bid' on another envelope - both the envelopes shall be submitted by the tenderer in another third sealed envelope super scribing `Offer for catering Service Contract at 'Pathik Motel, Durgapur'.

Note:

Part 1 of the Bid shall NOT contain any pricing or commercial Information at all. In the first stage of evaluation process, only Technical Bid (Part 1) of the bids will be opened and evaluated by the WBTDC. Those bidders satisfying the technical requirements as determined by the WBTDC and accepting the terms and conditions of these documents shall be short-listed.

Under the second stage of evaluation process, the Commercial Bid (Part 2) of only those bidders, which have been short listed earlier in first stage, will be opened. Bids duly **lac-sealed** should be hand delivered so as to be received on or before **01.10.2012** up to **13.00 hours** at the following address:

Managing Director,
West Bengal Tourism Development Corporation Ltd.;
12, BBD Bag, Hemanta Bhawan, 4th Floor, Kolkata -700 001

The WBTDC will NOT return any of the bids (technical and commercial) once it has received the bids from the bidders. Every bidder can apply for only one bid for each of the property.

2.5 Earnest Money Deposit (EMD)

Each tender must be accompanied by a Payee's A/c Bank draft of **Rs.20000/- (Rupees twenty thousand only)** from a Nationalised Bank (other than co-operative bank) drawn on…….…….. Bank, favouring 'West Bengal Tourism Development Corporation Ltd.', payable at Kolkata and put in the Technical Tender document as earnest money. The tenderer's name etc. should not appear on the Bank Draft. This amount will be refunded in due course to the unsuccessful tenders. Tenders not accompanied by earnest money shall be summarily rejected. No interest shall be payable on the earnest money.

Signature of bidder/ authorized person

2.6 Format and Signing of Bid

A forwarding letter listing all the documents enclosed with Technical Tender, signed by the tenderer or an authorized signatory of the tenderer is required. All the pages of all the documents should be duly stamped with the seal of the organisation and signed by the tenderer.

In one envelope marked `Technical Bid' put the forwarding letter plus all requisite documents duly signed and sealed in compliance with provisions of this tender document plus Part 1 plus Bank Draft of Earnest Money. In the second envelope marked `Commercial Bid' put only Part 2.

2.7 Evaluation and comparison of Bids

Only bids from Bidders, meeting the eligibility criteria and submitting the complete and responsive bids will be evaluated and compared.

The evaluation procedure to be adopted for the bid will be the sole discretion of the WBTDC and the WBTDC is not liable to disclose either the criteria or the evaluation report / reasoning to the bidder(s).

2.8 Acceptance or rejection of Bid

The WBTDC reserves the right to accept any bid, or reject all or any bid at its sole discretion without assigning any reason whatsoever.

2.9 Signing of Contract

The successful bidder shall be required to enter into a contract with the West Bengal Tourism Development Corporation Ltd. within 15 days of the award of the tender or within such extended period as may be specified by the Managing Director, WBTDC. The bidder needs to intimate the WBTDC about acceptance of all the terms and conditions in the work order by letter duly signed by proprietor / authorized signatory.

2.10 Resolution of Disputes

All disputes or differences whatsoever arising between the parties out of or in relation to the catering contract, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If however, the parties are not able to solve them amicably, the same shall be settled by Arbitration as per arbitration and Conciliation Act, 1996. For enforcement of awards or any other litigation, Court / Tribunal at Kolkata will have jurisdiction.

2.11 Notices

Any notice given by one party to the other pursuant to this contract shall be sent in writing to the concerned Party at the address as mentioned in the contract.

2.12 Tenders are not transferable.

Signature of bidder/ authorized person

W.B.T.D.C.Ltd.

PART 1 (i) (Contains 11 pages)

TECHNICAL BID for Catering & Bar Services of Pathik Motel

1) Full Name of the Firm / Company : …….. ……..
……..
… ……

2) Constitution with details of Proprietor/ : ……
Partner /Directors ……
……..

3) Complete address : ……..
……..
……..

4) Telephone, Fax, e-mail etc. : ……..
……..
……..

5) Name(s), address & telephone(s) : ……..
Number(s) of Proprietor / ……..
Managing Director / Managing Partner ……

6) Name(s), address & telephone No. : ……
of contact person(s) ……
……

7) Year of Establishment of firm / Co. : ……

8) Income Tax PAN / TAN No (with date) : ……
……

9) No. of workmen employed : ……

10) License No. & date issued under : ……
Contract Labour (Regulation & Abolition)……..
Act 1970, If applicable ……..

11) EMD details : D.D. No. …….. for Rs.20,000.00 dated ……..
favouring West Bengal Tourism Development
Corporation Ltd. Drawn by (Bank's name)

12) Experience with duly authenticated : ……..
Certificates ……

Signature of bidder/ authorized person

W.B.T.D.C.Ltd.

(ii)

13) EPF No with date : ……
ESI No with date: ……..
ST/VAT No with date : …..……..
Service Tax No with date: ……
(attach authenticated proof)

14) Institution(s) where catering services are being provided on regular daily basis for the last 3 years (Name, address & Telephone No with No. of rooms) . ……..
……..
……..

15) Details of turnover for the last 3 FY : 2009-10 - Rs…….. lacs (Audited)
(with authenticated documentary proof) 2010-11 - Rs…… lacs (Audited)
2011-12 - Rs……..lacs (Provisional)

16) Details of Bank Solvency Certificate : ……..

<u>Verification</u>: I verify that all the details furnished above are true and correct to the best of my knowledge and belief. I understand that in case of furnishing of any false information or certificate / document or suppression of any material information, the bid shall be liable for rejection besides initiation of penal proceedings by the WBTDC Ltd, if it deems fit.

Contractor/Authorized person

Compliance to all the points mentioned in technical bid shall stand for evaluation of Technical Bid

Signature of bidder/ authorized person

W.B.T.D.C.Ltd.

Guidelines to Bidder

A. Earnest Money Deposit (EMD) as stated in paragraph 2.5 must be put in the Technical Bid.
B. Successful bidder has to execute an agreement on Non –Judicial Stamp paper worth Rs 500/-, accepting all the terms and conditions with 15 days of receipt of offer letter from WBTDC..
C. The successful bidder has to commence the operarion within 2 months from the date of issuance of the offer letter from WBTDC.
D. Bidder must sign every page of this bid and also sign all the documents furnished with this bid.
Following Documents must be enclosed with the Technical Bid:-
1. Bank Draft of Rs.20, 000/- (Rupees Twenty Thousand only) from a Nationalised Bank (other than co-operative Bank) in favour of West Bengal Tourism Development Corporation Ltd at Kolkata.
2. Tender document, duly stamped by his official seal and signed by the tenderer on all the pages, in token of having accepted all the terms and conditions of the tender.
3. Authenticated certificate of constitution of the Firm, Company etc. and copy of registration certificate in case of company and firm, and copy of trade licence.
4. Authenticated Experience certificate(s) from the Institution(s) where catering & Bar services have been / are being provided on regular daily basis for the last three years.
5. Authenticated Documentary evidence certifying annual turnover of **Rs.25 lacs on an average** in the last three financial years.
6. Authenticated copies of the Balance Sheets and Profit & Loss account for each of the last three financial years 2008-09 , 2009-10 & 2010-11 duly audited by a Chartered Accountant and also for 2011-12 along with Bankers' solvency certificate of Rs.10.00 lacs (Rupees ten lacs) only.
7. Authenticated & legible copies of registration with EPF Department, ESI Department & PAN Number, ST/VAT & Service Tax No, & Trade License and any other license/permit etc. as required from local/ statutory authorities/ bodies necessary for running such business.
8. Authenticated & legible copy of licence / registration under Contract Labour (Regulation & Abolition) Act -1970 if applicable.
9. In case, the registration as per Sr.No 8 is not applicable, a letter confirming that the Contract Labour Act is not applicable should be enclosed as per specimen given on page (xi).

Signature of bidder/ authorized person

Beautiful Bengal

W.B.T.D.C.Ltd.

The bidder must accept all the terms & conditions mentioned below. Following points must be reproduced in the technical bid submitted by the bidder & each page must be signed by the proprietor / partner / authorized signatory of the bidder in token of having accepted the terms & conditions.

1. The Contractor shall provide catering services round the clock as per the requirements and satisfaction of the guests/boarders of WBTDC. Only skeleton services may be made available after 11:00 PM to 6:00 AM.
1.A. The Contractor shall provide Bar services for the Bar at premises which will have to be operated as per extant Excise Deptt. Govt of W.B. Rules/Orders/Circulars.
2. The quality of the ingredients to be used for preparation of eatables, beverages etc. shall be of good quality and of market accepted proven quality.
2.A. Liquor to be purchased from dealer/ bonded house duly authorized by Excise Deaprtment., GoWB.
3. The cost of food served to the guests/ boarders will be realized by the Caterer from the guests/ boarders directly under proper receipt. WBTDC will have no role in such realization and shall not be responsible for any unpaid Bill/s.
4. All displayed items in the Menu should be available on ordering, as far as practicable.
5. The Contractor shall not claim any extra charges when any high dignitaries / Senior Management officials visit the property for reasons whatsoever. The charges should be 60 % + Taxes as applicable of the price displayed in the Menu as on that date.
6. The staff of the Contractor shall wear at all times, authenticated photo identity cards, duly supplied by the caterer and authenticated by the Manager of the property.
7. If at any time during the subsistence of the contract, the WBTDC so desires to utilize the services of the contractor for any special parties, seminars, conferences, meetings or otherwise, the contractor shall arrange the same at the approved rates or on mutually agreed rates.
8. The Contractor shall supply food and beverages etc., to Manager & the Motel staff at subsidized rates.(60% of the Menu Price + Taxes as applicable)
9. The Contractor's employees will be allowed entry into the premises of the Motel with the specific permission of the Manager or any Officer authorized in this behalf.
10. The WBTDC reserves the right to grant permission or to refuse permission or to withdraw it where it has been granted earlier without assigning any reasons.
11. The contractor shall provide Aquaguard processed drinking water in the dining hall, place of service etc. The cost of the machine (Aquaguard) and allied work related to it, shall have to be borne by the Caterer.

Signature of bidder/ authorized person

12. Timings of service of food and beverages and the menu as approved by the WBTDC will be displayed at the Restaurant/ Dining Hall of the Motel by the Contractor.
13. Bed tea from 6:00AM onwards till a reasonable period of time shall have to be served in the guest rooms, whereas breakfast, lunch, afternoon-tea, forenoon tea, coffee, snacks and dinner will normally be served in the Dining Hall. However these may be served in the guest rooms, if so ordered by the Room guests. Separate charges, duly approved by the WBTDC for such services may be levied by the caterer from the concerned guests, directly.
14. The menu should be changed frequently to provide variety and uniform standard.
15. The Contractor will provide at his cost toilet soap and hand towels for the washing place provided in the dining hall etc. and replace the same as soon as such service is found to be depleted or soiled, as the case may be. It shall be the responsibility of the Contractor to employ sufficient staff and to provide cleansing material of first class quality for the cleaning, washing area, pantry, kitchen, dining hall and service area. Cleanliness and maintenance of all these areas will be the exclusive responsibility of the Contractor. Contractor shall be responsible for pest control or similar job to ensure that the washing / pantry / kitchen / dining hall and service areas are pest-free. Any laxity in the cleaning of these areas will attract severe penalties to be decided on the sole discretion of the WBTDC, which will be binding on the contractor.
16 The Contractor shall devote his full attention to the work of purchases, preparations of food and beverages etc. and shall discharge his obligations under the contract most diligently and honestly with a high standard of service.
17. The contractor shall remove garbage from kitchen and dining hall etc. daily at his own cost and dump / dispose off at proper/designated place. No cost under this head will be borne by the WBTDC.
18 Any stale and / or rejected material (raw or cooked), shall be removed from WBTDC premises immediately by the Contractor.
19. The Contractor shall provide very high standard cooking utensils, bone china crockery, glassware, cutlery, table linen etc. for use of the catering at his own expenses. The table linen will be changed daily and washed & ironed at his expenses. The said items shall be of first class quality and shall be to the full satisfaction of the WBTDC, whose decision in this regard shall be final and binding on the Contractor. The standard of cleanliness of kitchen utensils, crockery, glassware, cutlery; linen etc. shall be of very high order and any laxity in this regard will attract severe penalties of the amount to be determined by the WBTDC. The Contractor shall be bound by the decision of the Motel Manager.

Signature of bidder/ authorized person

20. The contractor shall maintain high standard of quality in the catering services comparable to those rendered by WBTDC hotels. The WBTDC shall also have the right to insist doing any service of catering and care taking which has already been performed if the same is not carried out to the satisfaction of the WBTDC.

21. Authorized official of the WBTDC i.e. the Manager or his authorized representative may test and taste the food to keep a check on the quality of food being prepared and supplied. No charges will be paid to the Contractor in this regard. Catering experts of the WBTDC may also check the quality of the cooked food and advice accordingly, if found otherwise, and against any complaint received from paying guests, in the interest of the WBTDC.

22. The WBTDC shall have full rights and shall be at liberty to refuse to serving of any food found unsuitable or complained by the Guest.

23. The contractor shall ensure to keep and use materials, items etc. of high quality as per Schedule -II and maintain buffer stock of each item of requirement to last at least for 1 week. Further, all the required materials, perishables, grocery, milk products, etc. should be stored properly by the contractor in proper high quality containers so that the same are not exposed to any risk, damage etc. due to insects, rodents, weather conditions etc. at his own cost.

24. The authorized officer of the WBTDC shall have unrestricted entry into the premises at anytime to inspect the up keep of kitchens, dining place, pantry etc. If the authorized officer finds that the upkeep is not up to the defined standard, then a penal action may be contemplated by the WBTDC, as deemed fit. A set of duplicate keys of all locks used by the contractor shall have to be handed over to the Manager for purpose of emergency.

25. All questions relating to the performance of the obligations under the contract and to the quality of ingredients, as stipulated by the WBTDC, used in preparing the food and beverages and all the disputes and differences which may arise either during or after the contract period or other matters arising out of or relating to the payments to be made in pursuance of the contract shall
be decided by the MD, WBTDC, whose decision shall be final, conclusive and binding on the parties to the Contract.

26. The Contractor shall bear all taxes, rates, charges, levies or claims, whatsoever, as may be imposed by the State / Central Govt. or any local body or authority. The Contractor shall furnish such proof of payment, of compliance or the obligations including registration certificate, clearance certificate etc. as may be required by the WBTDC from time to time.

Signature of bidder/ authorized person

27. The Contractor shall obtain any licence(s), permit, consent, sanction etc. as may be required or called for from / by local or any other authorities for doing such work. The Contractor shall comply with all applicable laws, rules and regulations of the land in force. Further, the Contractor shall obtain such permission / licence(s) as may be required under the Contract Labour (Regulation and Abolition) Act, 1970, if applicable to them or under any other Laws relating to his services. The Contractor shall produce the licence(s) permission etc. so obtained to the WBTDC or furnish copies thereof as and when required by the WBTDC The contractor shall keep and get renewed such licence(s), permission etc. from time to time. The Contractor shall be responsible for any contravention of the Local, Municipal, other Laws, Rules, Regulations etc.

28. The Contractor shall keep and maintain regular and proper books of accounts supported by vouchers so that the same may be available for inspection by any statutory authority. The Contractor shall engage the services of sufficient number of able, trained, efficient, neat, healthy, honest, well-behaved and skilled persons for cooking, serving and cleaning of kitchen, dining halls and services areas at his cost. However, the Contractor shall deploy a minimum of 3 waiters / serving personnel per 8 hour shift. The Lodge / Motel Manager may in consultation with the caterer receive orders for banquets, social functions viz. marriage parties, etc. The caterer shall be responsible for smooth execution of the party and to the satisfaction of the guests and the indentor. WBTDC will however claim no levy/ royalty for such earnings of the caterer. But in no case should such event disturb the normal catering to the room/ Dining Hall/Restaurant/walk-in guests of the WBTDC. All attendants, waiters, cooks should be properly trained and shall wear smart and neat uniform (pattern to be got approved from the WBTDC) with their name badges and photo identity cards. The contractor must engage appropriate number of trained cooks for providing authentic Bengali and North Indian dishes. He will be responsible for the good conduct and performance on their part and the contractor shall be deemed for all legal and contractual purposes, as the employer of such persons and such persons will not have any claim for employment in the WBTDC now or at a future date. In any case, the Contractor shall have to engage the services of sufficient number of bearers etc. and one or more supervisors and shall engage minimum 10 employees for the entire catering setup, for the property. The contractor shall give necessary guidance and directions to his employees to carry out the jobs assigned to them by the contractor and / or the WBTDC. The Contractor shall also be responsible for the payment of their wages and / or dues to his employees. All liabilities arising out of violating of local Laws and / or Central Laws shall be his responsibility. The contractor shall also furnish a detailed duty chart of his employees at the beginning of every month and keep informed the office of any change made in the list from time to time.

Signature of bidder/ authorized person

The duty chart for the month should give the specific names of the employees and the respective duties they are required to attend to. He will, on the request of In-Charge of the T. Lodge, immediately remove from work any person(s)/ employee(s) who may, in the opinion of the WBTDC be unsuitable or incompetent or who may misconduct himself and such a person shall not be again employed or allowed in the work / campus without the permission of the WBTDC Ltd.

29. The Contractor will ensure that his employees abide by the order of the Manager / Asstt. Manager for the purpose of discipline etc.

30. The contractor shall appoint Manager (s) / Supervisor (s) with good manners and with catering background who should be available round-the-clock for attending to the services and complaints and requirements of guests/ visitors etc.

31. The Contractor shall issue appointment letters to all the persons employed in connection with performance of his contract for catering services, furnish proof by submitting copies of such letters received by the employees as and when demanded by the WBTDC. The appointment letter shall make clear that the concerned employee is the employee of the contractor only and West Bengal Tourism Development Corporation Ltd. where catering services are rendered has no obligation or any relationship as to employment or otherwise whatsoever with him.

32. The Contractor's employees will be allowed entry into the premises of the Lodge with the specific permission of the Manager or any Officer authorized in this behalf. The WBTDC reserves the right to grant permission or to refuse permission or to withdraw it. even where it has been granted earlier without assigning any reasons. The Contractor shall ensure that his employees attend to their assigned duties and do not wander or roam about or pose disturbance to the WBTDC, its staff, guests or interests.

33. Except the personnel of the contractor working in the night shift other persons deployed by the contractor will not be allowed to be in the Lodge premises during night time or to use the Lodge for their residential purpose.

34. The contractor indemnifies the WBTDC against all monetary or other benefits to which his personnel are entitled during the period of employment or in relation to employment under various Labour Laws such as Factory Act 1948, Workmen Compensation Act or other such statute as may be made applicable from time to time. He will also be required to obtain the licence (s) as per provisions of Law including contract Labour (Regulation & Abolition) Act 1970 if applicable to them. Contractor shall be solely responsible and shall fully comply with all the provisions of all the labours laws applicable such as Factories Act, Industrial Dispute Act, Miscellaneous Provisions Act, Minimum Wages Act, Payment of Bonus Act, Workmen Compensation Act, and Contract Labour (Regulation of Employment and conditions of services) Act 1979, Employees State Insurance Act, Employees PF Act etc. and any other Act / Legislations passed from time to time.

Signature of bidder/ authorized person

There shall neither be any privity of contract with employees of the contractor nor an employer – employee relationship between the WBTDC and the contractor.

35. The contractor shall not use the Lodge premises for any other activity except the purpose for which it has been provided for.

36. The premises with fittings and fixtures, furniture, equipment etc. provided to the Contractor are the property of WBTDC. The contractor shall have no right on any of these and shall place them back at the disposal of the WBTDC when demanded. The contractor shall be responsible for the safe custody and proper use and maintenance of all equipments and properties of Lodge/ Motel, whether movable or immovable. Any damage caused to the equipments or properties shall be made good by the contractor immediately to the WBTDC without any loss of time, failing which the cost of equipments, properties etc. will be recovered from his bills or from other means as deemed fit by the WBTDC.

37. Failure of equipment etc. will not be an excuse for not providing service.

38. Nothing contained in this contract is intended to be nor shall be construed to be a grant, demise or assignment in the Law of premises or any part thereof by the WBTDC to the Contractor or his employees and the Contractor and his employees shall vacate the same on the termination of the contract period either by efflux of time or otherwise.

39. The contractor will have to maintain permanent records of all materials, equipments etc. supplied to him by the WBTDC. At the end of each quarter and also at the end of the contract period, the contractor will prepare the list of all items held by him and show them separately in good condition, repairable, irreparable and missing and make them available for the purpose of joint verification by the authorized officer of the WBTDC and the contractor. Cost of missing or damaged items shall be recovered from the contractor.

40. The contractor shall not assign or sub contract this contract. In case, the Contractor assigns or sub-contracts this contract without written approval of the WBTDC or in case the performance of the Contractor is found unsatisfactory or in case of contravention by the contractor of any of the terms & conditions contained herein or in case of abrupt stoppage of work by contractor or his employees for any reason, whatsoever, or if at any stage, during the period of contract, any case involving moral turpitude is instituted by the Court against the contractor or his personnel the WBTDC shall have the right to terminate the contract without giving any notice to the Contractor. The MD, WBTDC Ltd. shall be the sole authority to decide and judge the quality of service rendered by the Contractor and his/her decision will be fully binding on the Contractor

41. The contract shall be for a period of five years subject to six monthly review by the WBTDC.

Signature of bidder/ authorized person

42. The contract can be terminated as provided in clause 39 (without notice) or by efflux of time or earlier by one month notice at the option of the WBTDC as the case may be. The contractor shall also have the option to terminate the contract after giving three months notice to the WBTDC.

43. If at any stage during the period of the contract any case involving moral turpitude is instituted in court against the contractor or its personnel, the WBTDC reserves the exclusive and special right to terminate the contract without any notice to the contractor and in such event, the contractor will not be entitled to any compensation from the Lodge/ Motel.

44. On termination of contract by the WBTDC for any reason whatsoever, the WBTDC shall be entitled to engage the services of any other person, agency or contractor to meet its requirement without the prejudice to its rights including claim for damages against the contractor

45. In case where there is no Gas Bank for the kitchen, the Caterer will endevour to get the connection from authorized LPG companies with assistance from the Manager of the concerned T.Lodge.

46. The offer to the WBTDC shall be lump sum, quoted on a yearly basis, and payable at the beginning of the year. (This offer to be quoted in the Commercial Bid). The accepted offer shall have to be paid at the beginning of each year by way of Demand Draft drawn on any Nationalised Bank favouring 'West Bengal Tourism Development Corporation Ltd'.

47. Notwithstanding any other court or courts having jurisdiction to decide the question forming the subject matter of suit, any and all actions and proceedings arising out of or relating to the contract shall lie in the court of competent civil jurisdiction in this behalf at Kolkata only (where this contract has been signed on behalf of the WBTDC) and only the said court shall have jurisdiction to entertain and try such actions and / or proceedings to the exclusion of all the other courts.

48. The WBTDC that has the requisite licence and or permission for such bar shall be solely responsible to renew such licence and or permission on expiry of the same with the appropriate authorities at the cost of the contractor. WBTDC shall also be responsible for all the legal formalities including filing of returns, deposit payment of numerous fees and charges before the authorities concerned for smooth running of such bar at the cost of the contractor after verification /inspection made by WBTDC over records (to be maintained by Contractor).

Signature of Contractor / Authorized person

W.B.T.D.C.Ltd.

(xi)

The Managing Director,

West Bengal Tourism Development Corporation Ltd.

12, BBD Bag, Hemanta Bhawan, 5th Floor,

Kolkata 700 001

Reg.: Contract Labour (Regulation & Abolition) Act 1970.

We confirm that we have employed …….(number) workman only and that the Contract

Labour (Regulation & Abolition) Act 1970 is not applicable to us.

Signature of Contractor / Authorized person

W.B.T.D.C.Ltd.

PART 2

COMMERCIAL BID

The Managing Director,
West Bengal Tourism Development Corporation Ltd.
12, BBD Bag, Hemanta Bhawan, 5th Floor, Kolkata 700 001

Reg: Tender for Catering & Bar Service contract for Pathik Motel, Durgapur - Commercial Bid

Sir / Madam,

This has reference to your tender for catering & Bar service contract followed by my/our technical bid. I/we have read all the terms & conditions as stipulated in the technical & commercial bids and I/we ready to execute the stamped agreement. I/we confirm that I/we fulfill the eligibility criteria as stipulated by you.
I /we offer my rates as under:

Period	**Yearly Amount (Rs) (Payable before commencement of the corresponding year)**
1st year	Rs ----------, In words (rupees ----------)
2nd year	Rs ----------, In words (rupees ----------)
3rd Year	Rs ----------, In words (rupees ----------)
4th year	Rs ----------, In words (rupees ----------)
5th year	Rs ----------, In words (rupees ----------)

Note: for the purpose of arriving at the highest bidder the aggregate of total bid for five years shall be amongst one of the considerations.

Signature of Contractor / Authorized person