

# **TENDER DOCUMENT**

**FOR HIRING OF CATERING SERVICES AT THE OFFICE OF  
THE B. R. AMBEDKAR INSTITUTE OF PANCHAYATS  
AND RURAL DEVELOPMENT (BRAIPRD)  
KALYANI, NADIA, WEST BENGAL, PIN-741235**

## **TENDER DOCUMENTS FOR**

*Hiring of Catering Services for Training Programmes and other Events  
conducted by BRAIPRD at Gandhi Bhawan, Binoy Bhawan Campus*

**E-NIT NO. 17 of 2024-25 (Providing Catering Services)**

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## BRIEF INFORMATION ON BID DOCUMENT

### CRITICAL DATES OF TENDER FLOW

| Sl. No. | Particulars   | Date and Time           |
|---------|---|-------------------------|
| 1.      | Date for Publication of Tender [Online]                                     | 13.03.2025 at 18:00 Hrs |
| 2.      | Document Download Start Date [Online]                                       | 14.03.2025 at 10:00 Hrs |
| 3.      | Pre-bid Meeting at the Meeting Hall, Gandhi Bhawan, BRAIPRD, Kalyani, Nadia | 24.03.2025 at 12.30 Hrs |
| 4.      | Bid Submission Start Date [Online]  | 14.03.2025 at 14:00 Hrs |
| 5.      | Bid Submission End Date [Online]  | 19.04.2025 at 16:00 Hrs |
| 6.      | Date of Opening for Technical Bid [Online]                                  | 21.04.2025 at 16:00 Hrs |
| 7.      | Date of Opening of Financial Bid [Online]                                   | To be notified later.   |

|   |  |
|---|--|
| Tender No. <u>e-NIT No. – 17 of 2024-25</u> | Memo No. <u>315/09/VII-13/2023 (A-III)</u><br>Date: <u>11.03.2025</u>  |
| Duration of Contract                        | 2 (Two) years from the date of agreement, which is extendable for another year subject to satisfactory services and annual renewal of contract |
| EMD   | Rs.50,000/- (Rupees FIFTY THOUSAND) only<br>(Nil in case of SHG certified by PD, DRDC of respective district)                                  |
| Validity of Bid                             | 120 days   |
| Total Number of pages of Tender Document    | 41 pages   |
| Mode of submission of bids                  | Online   |

# **ANNEXURE-1**



GOVERNMENT OF WEST BENGAL  
DEPARTMENT OF PANCHAYATS & RURAL DEVELOPMENT  
B. R. AMBEDKAR INSTITUTE OF PANCHAYATS & RURAL DEVELOPMENT  
KALYANI, NADIA, PIN - 741235, PHONE NO. 25828161, 25825975/5641  
Website - <http://www.braiprd.org.in> E-Mail: [siprdkalyani@gmail.com](mailto:siprdkalyani@gmail.com)

**e-NIT No. - 17 of 2024-25 (Providing Catering Services)**

The Director, B.R.A.I.P.R.D., Kalyani, Nadia, invites online bids through e-tendering portal ([www.wbtenders.gov.in](http://www.wbtenders.gov.in)) adhering to the guidelines of e-tendering and by **two cover system** from reputed, bona fide and resourceful Caterers / Self-Help Groups / Agencies / Cooperative Societies etc. having valid **FSSAI license** as well as license of Catering Services, issued by the Competent Authority, and credentials and proven experience in providing catering services on contract basis at Government Institutions or renowned Corporate Bodies / Private Institutions.

The selected agency will provide catering services to **B.R.A.I.P.R.D., Kalyani, Nadia** and supply Meal (Cooked at the Hostel Kitchens located within the premises of BRAIPRD) for Breakfast, Lunch, Tiffin / Evening Snacks and Dinner etc. for the trainees and other concerned persons in connection with different Residential and Non-Residential Training Programmes and other Events conducted by BRAIPRD at Gandhi Bhawan and Benoy Bhawan campuses, following one or more of the attached menus in **ANNEXURE-A, ANNEXURE-B, ANNEXURE-C** and **ANNEXURE-D** simultaneously for separate programmes at the venues, as per instruction of the authority, throughout the contract period as mentioned below unless ordered otherwise by the authority.

The prequalification documents are to be uploaded in two separate folders. One of the folders shall contain technical documents along with scanned copy of challan of Earnest Money deposit proof. Financial Bids are to be uploaded in another folder.

Intending bidders may download tender documents from the website: <https://wbtenders.gov.in>, [www.wbprd.nic.in](http://www.wbprd.nic.in) and [www.braiprd.org.in](http://www.braiprd.org.in) from the date as mentioned in the table below [*See the Table for Date and Time of Tender Flow*]. The description of works is given in the tender document. Bids can be submitted only in online mode through these portals. Bids submitted in any portal other than these Portals will not be accepted.

**B.R.A.I.P.R.D.**, does not take any responsibility for the delay in submission of online bids caused due to non-availability of internet connection or for any other reasons. **Earnest Money** should be deposited by online banking service of ICICI Bank in e-Procurement System.

The Financial bid will be opened after evaluation of technical bid. The bid documents of disqualified bidders will remain unopened. No separate intimation will be given for this, unless the date of tender flow is changed.

In case of change of date, due intimation will be given on-line. No individual intimation will be given.

The Director, BRAIPRD, Kalyani, Nadia reserves the right to reject or cancel any or all pre-qualification documents and financial bid document without assigning any reason what so ever.

**1. Location for Catering work:**

- a. **Gandhi Bhavan Campus (B-18/204, Kalyani)**
- b. **Benoy Bhavan Campus (B-4/352, Kalyani)**

**Available Kitchen and Dining Facilities at BRAIPRD**

- a) No. of Kitchens: **1(One)** at Gandhi Bhavan Campus and **1(One)** at Benoy Bhavan Campus
  - b) No. of Dining Facility: **3(Three)** at Gandhi Bhavan Campus with seat capacity of (116) and **1(One)** at Benoy Bhavan Campus with seat capacity of (64)
- ❖ *Additionally, a small canteen is to be run at both the campuses on "Cash Payment" basis at the negotiated rates.*

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**2. ELIGIBILITY CRITERIA**

The bidders must fulfil the following criteria:

1. Possess a valid license for catering services and a valid FSSAI license.
2. Have a team of well trained and certified expert Chefs / Cooks, proficient in preparing all prominent and famous 'Indian Cuisines', well-mannered Serving Personnel, Cleaners and efficient Managers / Supervisors.
3. Experience in providing catering services for at least three years to Government Organizations or renowned Corporate Bodies / Private Institutions.
4. Submit proof of statutory compliance (GST, IT etc.).
5. Have a minimum annual turnover of **Rs. 25 Lakhs** for the last three financial years.

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**3. SCOPE OF WORK**

The selected contractor shall:

1. Provide hygienically cooked food as per the menu specified and approved by the Institute.
2. Serve meals and beverages during designated times:
  - I. Morning Tea & Biscuits
  - II. Breakfast with Tea
  - III. Tea & Biscuits at Tea Break during Trainings / Events
  - IV. Lunch
  - V. Tea & Biscuits at Tea Break during Trainings / Events
  - VI. Tiffin / Evening Snacks with Tea
  - VII. Dinner
3. Ensure cleanliness and hygiene at the kitchen and dining areas including mopping of kitchen and dining floor and allied areas marked therefor with cleansing agent and disinfectant.

4. Keep food upon warmers to maintain appropriate serving temperature and serve hot meals, wherever applicable.
5. Supply necessary cooking utensils and buffet sets including warmers and fly catchers.
6. Manage waste disposal in an eco-friendly manner, which includes:
  - I. Segregation of waste at the source (organic, recyclable, and non-recyclable) as per standard protocol.
  - II. Timely collection and proper disposal as per municipal guidelines.
  - III. Minimizing the use of single-use plastics and promoting sustainable alternatives.
7. Maintain cleanliness by:
  - I. Regular cleaning of kitchen and dining areas after each meal service.
  - II. Daily mopping of kitchen and dining floor and allied areas marked therefor with cleansing agent and disinfectant.
  - III. Sanitization of cooking and serving equipment.
  - IV. Periodical cleaning of Chimneys or Exhaust Fans.
  - V. Periodical Pest Control measures in kitchen, dining and storage areas.
8. Deploy well trained and certified expert staff, including:
  - I. Whole-time Manager
  - II. Kitchen Manager
  - III. Chefs / Cooks
  - IV. Support Staff
  - V. Dining Hall supervisor
  - VI. Serving Personnel
  - VII. Cleaners
9. Two separate teams will have to work at the two venues mentioned above.

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#### **4. Menu And Quality Standards:**

- I. Food must be prepared as per the prescribed and approved menu and portion size.
- II. The menu, in congruence with Annexure-A, B, C & D, should include:
  - ❖ Balanced meals with regular staples and variety, ensuring nutritional adequacy for daily consumption.
  - ❖ Festive or occasion-specific dishes, high-protein meals, or dietary adjustments as required.
  - ❖ Inclusion of seasonal vegetables and fruits to promote variety and freshness.
  - ❖ Rotation of food items to avoid monotony and ensure dietary diversity.
- III. Nutritional and calorific value of the food must align with dietary guidelines. Proper ratio of caloric and nutritional content should be maintained.
- IV. Quality ingredients must be used, adhering to FSSAI standards.
- V. Periodic quality checks will be conducted by the Institute and Govt. Food Safety Inspectors.

- VI. Feedback from Trainees, Coordinators and other Officers regarding Revision of Menu, if any, are to be considered and consulted with the Training Coordinator and approved by the Administrative Officer.
- VII. A complaint Box (physical and or electronic) will be maintained.

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## 5. Key Responsibilities:

- I. **Whole-time Manager:** She or he will Manage daily kitchen and dining operations, ensure compliance with quality and hygiene standards, oversee orderliness, maintain financial records, oversee staff, coordinate with the Training / Event Coordinators and institute's Administrative Officer and ensure submission of bills within the stipulated period.
- II. **Kitchen Manager:** She or he will Manage daily kitchen operations, ensure compliance with quality and hygiene standards, coordinate with support staff and keep liaison with Training / Event Coordinators.
- III. **Chefs / Cooks and Support Staff:** They will prepare meals, wearing unsoiled agency uniform, apron, gloves and hairnets, as per the menu, General or Special as the case may be according to the decision of the authority and accordingly informed by the coordinator, maintain cleanliness and ensure timely service.
- IV. **Dining Hall Supervisor:** She or he will oversee dining facility operations, ensure orderliness, arrange to keep the food upon warmer, wherever applicable, and serve hot food, through serving personnel and collect as well as address feedback from trainees and other concerned persons like the Training Coordinator or Manager and or support staff.
- V. **Serving Personnel:** They will wear unsoiled agency uniform, apron, gloves, hairnets and serve hot food using neat and clean utensils, crockery, and cutlery, be well mannered and prompt in service.
- VI. **Cleaners:** They will wear unsoiled agency uniform, apron, gloves, hairnets and clean the tables with sponge and colin or any other cleaning agent and also mop dining floors immediately after meals.

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## 6. Kitchen Operations Guidelines:

- **Kitchen Setup and Maintenance:**

- (i) All equipment (stoves, ovens, utensils, storage units, etc.) should be cleaned daily.
- (ii) A weekly deep cleaning schedule should be maintained for the kitchen floors, walls, and storage areas.
- (iii) Adequate measures for periodic pest control must be in place.
- (iv) A weekly deep cleaning of kitchen floor, chimneys and exhaust fans, basins, racks etc. must be done.

- **Food Preparation:**

- (i) Prepare meals based on the menu specified and approved by the Authority.
- (ii) Use only fresh, high-quality ingredients procured from local markets, as far as practicable.
- (iii) Follow standard recipes to ensure consistency and meet nutritional requirements.



- **Hygiene and Safety:**

- (i) All personnel pertaining to catering service should be trained in food safety and hygiene.
- (ii) All personnel pertaining to catering service must wear clean agency uniforms, aprons, gloves, and hairnets.
- (iii) Clean and sanitize surfaces, to be used for catering service, before and after use.
- (iv) Ensure proper handwashing with soap before handling food.
- (v) Use separate cutting boards and utensils for raw and cooked food to prevent cross-contamination.
- (vi) Regularly wash and sanitize all cooking equipment.

- **Cooking:**

- (i) Cook food at the recommended temperatures with moderate spices to ensure food safety and hygiene.
  - (ii) Only purified water collected from the purifier installed at the dining hall must be used for cooking while normal tap water is to be used for cleaning and washing purposes.
  - (iii) Taste food before serving to ensure quality.
  - (iv) Cooked food must not be stored on the floor, place the same upon tables or racks
  - (v) Covering is must while cooking or storing food to avoid any type of contamination.
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## **7. Dining Hall Operations Guidelines:**

- **Dining Hall Setup:**

- (i) Arrange tables and chairs to accommodate the expected number of trainees and other concerned persons.
- (ii) Keep sober and good quality of hand towel and mild hand wash liquid in place.
- (iii) Display of day wise menu is mandatory.
- (iv) Hand Towel is to be changed daily.
- (v) Refill the hand wash regularly as per need.
- (vi) Ensure availability of neat and clean plates, cutleries, tumblers and purified water at each table.

- **Serving:**

- (i) Keep cooked food in separate containers upon food warmers.
- (ii) Serve hot food, wherever applicable, in clean crockeries at designated meal times without delay.
- (iii) Ensure prompt top up of food items in the buffet sets before those exhaust.
- (iv) Place four waste bowls in each table for collecting food waste.



- (v) Maintain orderliness and ensure trainees and allied persons follow the queue system and deposit food coupon.
- (vi) Change or clean Table Cloth, after every meal, upon which food containers are kept.
- (vii) Change Table Mat after every batch completes meal.

- **Cleanliness:**

- (i) Mop tables with sponge and colin or any other cleansing agent upon consultation with authority.
- (ii) Mop dining floors immediately after every meal.
- (iii) Sweep and mop the floor daily and as needed.
- (iv) Regularly wash and sanitize all dining hall equipment.
- (v) Use Fly Catchers at Kitchens and Dining facilities.
- (vi) Weekly deep cleaning of dining tables, dining floor and allied areas must be done.

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## **8. Waste Management Guidelines:**

- Separate biodegradable and non-biodegradable waste.
- Dispose of waste in designated bins and ensure daily collection by authorized personnel.
- Minimize food waste by preparing quantities based on expected consumption.

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## **9. Bill Submission and Payment Guidelines:**

- **Billing Procedure:**

- (i) Bills are to be prepared training batch wise.
- (ii) Bills are to be submitted in duplicate to the Administrative Officer, within 2 (Two) working days, detailing:
  - a) Name of Training / Event, Coordinator, Duration, Venue etc.
  - b) Day wise No. of Meals mentioning separately for Breakfast, Lunch, Tiffin, Dinner etc. with cost thereof.
  - c) GST and other applicable taxes, if any.
- (iii) Bills must be duly certified by the Training Coordinator and annexed with log sheet of daily meal consumption, duly signed by the Training Coordinator.

- **Verification and Approval of Bill:**

- (i) Concerned Dealing Assistant will check the bills against log sheet and forward the same to the Finance Officer for fund allocation and final verification. Payment will be sanctioned by the HOO, the bill(s) being forwarded by the Administrative Officer.
- (ii) Any discrepancies to be resolved in consultation with the SHG or Agency Representative.



- **Payment of Bill:**

- (i) Payment to be made to the selected Agency's bank account (not in personal account) within 15 days of bill submission after necessary deductions as applicable under Government norms from time to time.

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## **10. Record-Keeping Guidelines:**

- Maintain daily logs (*to be authenticated daily by the Hostel Superintendent*) for:
  - (i) Workers and staff
  - (ii) Food preparation and serving.
  - (iii) Cleaning and sanitation activities.
  - (iv) Bills and payments.
- Keep one feedback register at the dining hall or reception. Review feedback or complaints from trainees and other stakeholders for continuous improvement.

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## **11. General Information, Credentials, Terms & Conditions of Tender:**

- (i) BRAIPRD has two campuses, one at Gandhi Bhavan, B-18/204, Kalyani, Nadia, and another at Benoy Bhavan, B-4/352, Kalyani, Nadia.
- (ii) Gandhi Bhavan & Benoy Bhavan each can accommodate more than 100 trainees in the hostels.
- (iii) The successful caterer is to provide food for both the campuses of BRAIPRD.
- (iv) The successful bidder must segregate the total rate splitting in the rates of 1) Breakfast, 2) Lunch, 3) Evening Snacks / Tiffin, 4) Dinner and 5) Four times Tea and Biscuit before issuance of work order failing which work order will not be issued.
- (v) Payment will be made on the basis of segregated rates provided by the successful bidder as per clause (iv).
- (vi) Branded crockeries (Porcelain / Bone China) like cups, plates, dishes including tumblers and cutleries (Stainless Steel) like spoons, forks, knives and other similar items are to be arranged by the caterer. Annual replacement of crockeries, tumblers etc. is mandatory.
- (vii) Cooking instruments, utensils and buffet sets including warmers and fly catchers are to be arranged by the caterer.
- (viii) The LPG connection is in the name of BRAIPRD, the caterer can use the connection but payment of gas to be consumed will be borne by the caterer.
- (ix) Electricity & Running water will be provided by BRAIPRD free of cost as per existing infrastructure.
- (x) Generator facility during power cut will be provided by BRAIPRD free of cost.
- (xi) Refrigerators, Microwave Ovens, Induction Ovens and Toasters will be provided by the institute.
- (xii) One room is to be provided to the caterer by BRAIPRD for supervision of the catering system.
- (xiii) Cooking by Electric Heater is strictly prohibited.
- (xiv) Cooking, in both campuses is to be done by trained and certified expert chefs /cooks, proficient in preparing all prominent and famous 'Indian Cuisines' and having experience of homely, less-oily and less-spicy but tasteful cooking methods.
- (xv) During each lunch and dinner session, fully covered container having cooked food inside must be kept on running burners / electric warmers to ensure hot food. Any complaint regarding serving cold food will be viewed seriously and may lead to cancellation of the contract forthwith.
- (xvi) All Cooking and Service personnel of both the campuses, while on service, must be soberly and neatly dressed with agency uniform, apron, gloves, hairnets maintaining standard etiquette and gentle gesture.
- (xvii) Proper cleaning of Kitchen and Dining Halls must be done every day and every time before serving breakfast, lunch, evening snacks and dinner.
- (xviii) Intermittent cleaning of dining tables during Lunch and dinner with Surface Cleanser liquid and Microfiber absorbent cleaning sponge of good quality is compulsory.

- (xix) Any negligence regarding the cleaning of kitchen, dining halls and serving of food will be viewed seriously by the authority which may result into termination of contract.
- (xx) In case of emergency if the numbers of trainees are increased, the caterer will have to supply food in a relatively short notice.
  - In case of any deviation from the approved Menu, cost of the same will be deducted from their bills, against written complaints / written observation of any Officer or Staff of this Institute, after justification by the Authority.
  - Payment of bill will be made as per availability of fund. Claim for delay in payment will not be entertained under any circumstances.
  - All the Intending Bidders are requested to visit the sites of works prior to the submission of Tender at their own effort and interest.
  - This Notice Inviting Tender will be treated as part of the Tender Document.
  - Pre-conditioned tender will not be accepted.
  - All the rates should be quoted inclusive of all taxes, cess, levy, octroi, royalties, transportation, loading, unloading, stacking, etc. including all other incidental charges therein but excluding GST. No other charges will be allowed beyond the quoted rate.
  - The Successful Bidder, will have to execute an agreement on Non-Judicial Stamp Paper of appropriate amount within 7 working days from the date of receiving of 'letter of intent' to get work order. All the Bidders have to deposit Rs. 50,000/- (Rupees fifty thousand only) as "Earnest Money Deposit" at the time of application through online banking service. All the Bidders except the successful one will get back the "Earnest Money Deposit" within 07 (Seven) working days after completion of the Agreement process with the successful Bidder. The Successful Bidder will get back the "Earnest Money Deposit", after completion of contract period.
  - Necessary deduction towards GST, Income Tax, Welfare Cess and any other applicable deductions will be made as per Government norms prevailing from time to time.

12. (i) Escalation of rate during the contract period, if claimed, will not be entertained by the Authority.
- (ii) GST or other taxes / fees modified by the Government during the work period will be suitably modified to the higher / lower side as applicable.
- (iii) Basic rates (without taxes etc.) will be modified after 1 (one) complete year from the day of first serving of food at the rate of inflation based on 'consumer Food Price Index' (CFPI) as will be decided by the Government.

- ❖ B.R.A.I.P.R.D. will not take any responsibility for the delay in submission of online bids caused due to non-availability of internet connection or for any other reason.
- ❖ The pre-qualification documents (Technical bid) will be opened by the Tender Inviting Committee, BRAIPRD, Kalyani, Nadia, in presence of the bidders present. Financial bids will be opened only after the formalities of opening of technical bids are completed.

### 13. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

13.1.1 "Force Majeure" shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:


- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but no more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- 13.1.2 the date of commencement of the event of Force Majeure;
- 13.1.3 the nature and extent of the event of Force Majeure;
- 13.1.4 the estimated Force Majeure Period;
- 13.1.5 reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.
- 13.1.6 the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- 13.1.7 any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

***GST and other taxes, if any, will be applicable as per notification issued by GST Council and concerned Government Authority from time to time.***

**N.B.\*\* Selection of agency will be made based on consolidated weighted average price considering approximate weightage for Annexure-A, B, C and D as 60%, 25%, 10% and 5% respectively. The bidder offering lowest consolidated weighted average price will be awarded the contract. The quoted rates should be reasonable, logical and convincing. If rate is not quoted for all the category of Menus, the bid will not be valid and hence the same will be rejected.**

  
O.S.D. & E.O. Joint Secretary  
BRAIPRD, Kalyani, Nadia

Memo No: 715/(19)/11-13/2023 (Pt-III)

Date: 11.03.2025

Copy forwarded, for information and taking necessary action, to:

1. The Secretary to the Govt. of West Bengal, Panchayats & Rural Development Department, Joint Administrative Building, 9th floor, Block- HC 7, Sector-III, Kolkata-700106
2. The Commissioner to the Government of West Bengal, Panchayats & Rural Development Department, Mrityika Bhaban, 3rd Floor, DD-18/9, Sector-1, Bidhannagar, Kolkata-700064.
3. The Additional Secretary to the Government of West Bengal, Panchayats & Rural Development Department, Joint Administrative Building, Block - HC 7, Sector - III, Salt Lake, Kolkata - 700106, with the request to upload the notice in the Department's Website.
4. The District Magistrate, Nadia.
5. The O.S.D. & E.O. Additional Secretary, BRAIPRD, Kalyani, Nadia.
6. The Additional Director, BRAIPRD, Kalyani, Nadia.
7. The Chairman, Kalyani Municipality, Kalyani, Nadia.
8. The Additional Executive Officer, Nadia Zilla Parishad.
9. The Sub-Divisional Officer, Kalyani, Nadia.
10. The Superintending Engineer, BRAIPRD, Kalyani, Nadia.
11. The District Information & Cultural Affairs Officer, Krishnagar, Nadia.
12. The Sub-Divisional Information & Cultural Officer, Kalyani, Nadia.
13. The Deputy Director (Finance), B.R.A.I.P.R.D., Kalyani, Nadia.
14. Shri Ashis Chowdhury, Librarian, B.R.A.I.P.R.D., Kalyani, Nadia, with the request to upload the notice in the Office Website.
15. The Office Superintendent, B.R.A.I.P.R.D., Kalyani, Nadia.
16. P.A. to Director, B.R.A.I.P.R.D., Kalyani, Nadia.
17. The AHC, B.R.A.I.P.R.D., Kalyani, Nadia.
18. The Cashier, B.R.A.I.P.R.D., Kalyani, Nadia.
19. Office Notice Board, B.R.A.I.P.R.D., Kalyani, Nadia.

  
O.S.D. & E.O. Joint Secretary  
BRAIPRD, Kalyani, Nadia



## **ANNEXURE-2**

### **BID SUBMISSION FORM**

*(To be printed on Bidder's letterhead, signed, stamped, scanned and submitted online through E-Tender Portal)*

**Date:**

#### **LETTER OF BID**

**To**

**The OSD & EO Joint Secretary,  
BRAIPRD, B-18/204,  
(Gandhi Bhaban),  
PO & PS: Kalyani,  
District: Nadia,  
West Bengal-741235.**

**Ref: e-NIT No. - 17 of 2024-25 (Providing Catering Services)**

**Sir,**

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
2. We undertake to provide the security services to your office in conformity with the Bidding Document.
3. Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India, Government of West Bengal or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any other failure / lapses of serious nature.
6. We undertake to enter into agreement as per the terms and conditions of the bidding document and bear all expenses including charges for stamps etc. and agreement will be binding on us.
7. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

#### **Authorized Signatory**

*(Authorized person shall attach a copy of Authorization for signing on behalf of Bidder)*

#### **Full Name and Designation**

*(To be printed on Bidder's letterhead)*

WhatsApp No. :

E-mail address :

## ANNEXURE-3

### INSTRUCTIONS TO THE BIDDERS

#### **1. GENERAL INSTRUCTIONS**

- 1.1 Office of the BRAIPRD, Kalyani, Nadia hereinafter referred to as the 'Client' invites e-bids (Online Tenders) UNDER TWO BID SYSTEM (TECHNICAL AND FINANCIAL) through West Bengal E-Tender Portal from reputed, bona fide and resourceful Caterers/Self-Help Groups /Agencies/Cooperative Societies etc. dealing with Central / State Govt. institutions or renowned Corporate Bodies / Private Institutions for providing catering services on contract basis.
- 1.2 While all efforts have been made to avoid errors in the drafting of the tender document, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.3 The Bidder should download the tender document through West Bengal E-Tender Portal and upload it again at the time of submission of the tender after verification and signing with his / their DSC. The uploading of tender document online with digital signature is in token of the Bidder having acquainted himself / themselves and accepted the entire tender documents including various conditions of contract.
- 1.4 The bidder shall attach the copy of the authorization letter / power of Attorney as proof of authorization for signing on behalf of the Bidder.
- 1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of contract, the bids not meeting the minimum eligibility criteria, Technical Bids, not accompanied with EMD of requisite amount / format, or any other requirements, stipulated in the tender documents are liable to be rejected.
- 1.6 The parties to the Bid shall be the 'Bidders' and the Office of the BRAIPRD will be the "Client".
- 1.7 For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Office of the BRAIPRD. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

#### **2. MINIMUM ELIGIBILITY CRITERIA**

The following shall be the minimum eligibility criteria for selection of the eligible bidders technically.

- a. **Financial Capacity:** The bidders should have the minimum turnover of Rupees 25 (Twenty-Five) Lakhs each in the last 3 financial years. Relevant proof for supporting the above shall be submitted.
- b. The Bidder shall be registered with the Income Tax, Service Tax etc. Relevant proof in support shall be submitted.
- c. **Experience:** The Bidder should have experience in the similar field of providing catering services in Government Organizations or Renowned Corporate Bodies / Private Institutions for the last 3 (three) years. Relevant proof in support shall be submitted.



- d. **License:** The Bidder should possess a valid FSSAI and catering service providing license from the respective Controlling Authority of the Government under the applicable provisions of relevant Act or Rule framed in this context.

**2.1 Documents supporting the Minimum Eligibility Criteria**

- (i) In proof of having fully adhered to minimum eligibility criteria at 2(a), attested copy of the audited balance sheets for the completed last three financial year shall only be acceptable. In case of Partnership Firm/ Registered Company, the intending Bidders are requested to submit the copy of the DEED of Partnership / relevant document in support of proof.
- (ii) In proof of having fully adhered to minimum eligibility criteria at 2(b), valid attested copy of PAN, GST, ITR shall only be acceptable.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 2(c), attested copy of work orders along with work completion certificate / experience certificates showing continuous experience in the field for the last three years, issued by the Government Departments shall only be acceptable.
- (iv) In proof of having fully adhered to minimum eligibility criteria at 2(d), attested copy of license, duly issued by the respective Controlling Authority of the Government shall only be acceptable.

**3. EARNEST MONEY DEPOSIT:**

- 3.1 The Earnest Money of Rs. 50000/- (Rupees Fifty thousand) only shall be deposited by the bidder as per West Bengal Government Finance Department Order No. 3975-F(Y), Dated 28.7.2016 electronically through Net banking Challan from the E-tender Portal. Intending bidders will get the beneficiary details from E-Tender portal with the help of their Digital Signature Certificate. EMD should be submitted electronically with effect from start of bid submission date to bid submission end date. Bidders are advised to avoid the last date for payment of EMD. Non-payment of EMD within the stipulated date and time due to issues with Bank's server or fund transfer portal or any other reasons will not be entertained under any circumstances and the bid will be rejected summarily.
- 3.2 The Bidder should scan a copy of the earnest money deposit challan and upload it online through the E-tender Portal.
- 3.3 Bidders, who are eligible to be exempted from depositing EMD according to Rule-170 of GFRs, 2017, should submit documentary proof thereof along with technical bid online through the E-Tender portal. Besides, they have also to enclose a hardcopy of same valid exemption certificate(s) and ensure that the same is submitted to the officer-in-charge as stated in clause 3.2.
- 3.4 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.
- 3.5 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.
- 3.6 The bids without Earnest Money shall be summarily rejected.
- 3.7 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

**3.8 The bid security (earnest money deposit) may be forfeited:**

- (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
- (ii) In case of successful bidder, if the bidder
  - (a) Fails to sign the contract in accordance with the terms of the tender document
  - (b) Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client.
  - (c) Fails or refuses to honor his own quoted prices for the services or part thereof.
  - (d) In such case, the bidder is also liable to be debarred from future tendering.

3.9 No interest shall be paid on the earnest money deposit.

**4. SECURITY DEPOSIT:**

Security deposit of Rs. 50000/- (Rupees Fifty Thousand) only is to be deposited in the form of Bank Guarantee valid for 'One Year' and to be renewed before cut-off date for the appropriate balance period. The 'One Year' period may be suitably adjusted by authority on satisfactory claim but in any case, to be renewed before cut-off date.

**5. VALIDITY OF BIDS**

- 5.1 Bids shall remain valid and open for acceptance for a period of **120 days** from the last date of submission of Bids.
- 5.2 In case Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 5.3 The Client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

**6. PREPARATION AND SUBMISSION OF E-TENDERS IN E-TENDER PORTAL**

- 6.1 The tender document, along with terms and conditions, has been uploaded on the E-Tender Portal. The bidders can log on to the website and see the tender document. The Bidders shall be required to submit Technical and Financial Bids through the Portal electronically using valid Digital Signature Certificates.
- 6.2 The bidders who are desirous of participating in e-tender shall submit their Bids in two bid system i.e. Technical Bids and Financial Bids through the portal
- 6.3 The bidders should upload the scanned copies of all relevant certificates, documents etc. including earnest money deposit / exemption certificate as per the requirements contained in **Clause (6) of Annexure 3** of the Tender document on the said portal in support of their technical bids. The bidder should sign on all statements, documents etc. uploaded by him, owning responsibility for their correctness/authenticity.
- 6.4 The Bidder should upload the financial bids as per the instructions contained in Clause 7 of Annexure 3 of the tender document on the Portal.
- 6.5 The bids shall be summarily rejected, if the tender is submitted through any other means than online portal, mentioned above or original earnest money deposit challan / exemption letter and other requisite documents viz. affidavits etc. are not submitted by the bidders within stipulated date / time as mentioned in Clause (8) of Annexure 3 of tender document.
- 6.6 The important dates are mentioned in Annexure 1 of the tender document.

## 7. TECHNICAL BID

The Bidder shall be required to follow the procedure as specified above and submit the Technical Bid online through the E-Tender Portal. The following documents shall comprise Technical Bid: -

- a. **Annexure-2:** The Bidder shall be required to print "Bid Submission Form" as per *Annexure-2* on entity's letterhead, sign, scan and upload it online with the Bid in the E-Tender Portal.
- b. **Annexure-8:** The Bidder shall be required to submit a notarized affidavit on non-judicial stamp paper of Rs.10/- as per *Annexure-8* to the effect of acceptance of the terms and conditions of the tender document. The Bidder shall ensure that copy of the Affidavit is scanned and uploaded in the E-Tender Portal.
- c. **Annexure 9 :** The Bidder shall be required to submit a notarized affidavit on non-judicial stamp paper of Rs.10/- as per *Annexure-9* to the effect that none of the relatives of the Bidder are employees of Client and that the bidder has not been convicted of an offence under the Prevention of Corruption Act, 1988 and the bidder has not been convicted under the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. The Bidder shall ensure that copy of the Affidavit is scanned and uploaded in E-Tender Portal.
- d. **Annexure-10:** The Bidder shall be required to submit a notarized affidavit on non-judicial stamp paper of Rs.10/- as per *Annexure-10* to the effect that they have fully adhered to minimum eligibility criteria as per the requirements of the tender document and has provided services in the Central / State Govt. institutions or renowned Corporate Bodies / Private Institutions.
- e. **Annexure-11:** The Bidder shall be required to submit a notarized affidavit on non-judicial stamp paper of Rs.10/- as per *Annexure-11* to the effect that they have trained catering manpower on their rolls for providing requisite services in accordance with the conditions of the tender document.
- f. **Annexure 7: Technical Bid Form:** The Bidder shall be required to sign, scan and upload the Technical Bid Form as per *Annexure 7* in the E-Tender Portal.
- g. **Tender Document:** The Bidder shall be required to download the tender document and upload it again during submission of tender with the DSC in support of their acceptance of the terms and conditions of the tender document.
- h. **Earnest Money Deposit:** A scanned copy of earnest money deposit or exemption certificate should be uploaded through the Portal as per clause 3 of the tender document.
- i. **Documents in support of Minimum Eligibility Criteria:** The Bidder shall be required to upload each of the document online through the Portal as mentioned in Clause 2.1 of *Annexure-3* of the Tender Document in support of their fulfillment of minimum eligibility criteria.

## 8. FINANCIAL BID:

- 8.1 The Bidder shall be required to quote their Financial Bid in a single consolidated statement "Bill of Quantity (BoQ)" template (XLS format) which is available on the E-Tender Portal. The e-Tender Portal will accept the BoQ template only and hence the rate should not be quoted in any other place except BoQ template provided in the Portal.

- 8.2 The Bidder should quote rates in terms in Indian Rupees (in figures as well as words in English) based on consolidated weighted average price considering approximate weightage for Annexure-A, B, C and D as 60%, 25%, 10% and 5% respectively. The bidder offering lowest consolidated weighted average price will be awarded the contract. In case of difference of rate in figures and words, rate written in words shall only be considered. If rate is not quoted for all the category of Menus, the bid will not be valid and hence the same will be rejected.
- 8.3 The rates quoted shall be firm and final. The price should be inclusive of all types of costs. The prices shall be exclusive of GST, which is payable as per Government of India norms notified from time to time.
- 8.4 At the time of payment of bills, the income tax and any other tax / duty etc. that is required to be deducted, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

## **9. TECHNICAL BID OPENING PROCEDURE**

- 9.1 The technical bids shall be opened online at the E-Tender Portal by the tender committee of the institution at the time and date as specified in the tender document.
- 9.2 A letter of authorization shall be submitted by the Bidder's representative, in case they wish to be present for opening of the bids before opening of the Bids.
- 9.3 Absence of bidder or their representative shall not impair the legality of the opening procedure.
- 9.4 After opening of the Technical Bids in the E-Tender Portal, all documents uploaded by the Bidders in their Technical Bid shall be downloaded for detailed verification. The documents submitted by the Bidder in support of their minimum eligibility criteria shall be examined in detail in accordance with the terms and conditions of the tender document.

## **10. CLARIFICATION ON TECHNICAL BID EVALUATION.**

- 10.1 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing in conventional manner.
- 10.2 If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.
- 10.3 Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.1.

## **11. TECHNICAL BID EVALUATION**

- 11.1 The Client shall follow segregated bid evaluation system where the technical bid and financial bid shall be evaluated separately.
- 11.2 The technical bid evaluation shall be done based on the following criteria:
- (i) That the bidder has signed, scanned and uploaded copy of the 'Bid Submission Form' as per *Annexure-2* in the prescribed format in Portal.
  - (ii) That the Bidder has signed, scanned and uploaded the Technical Bid Form as per *Annexure 7* in the prescribed format in Portal.

- (iii) That the Bidder has scanned and uploaded a copy of notarized Affidavit as per *Annexure 8* in the prescribed format in Portal
  - (iv) That the Bidder has scanned and uploaded a copy of notarized Affidavit as per *Annexure 9* in the prescribed format in Portal.
  - (v) That the Bidder has scanned and uploaded a copy of notarized Affidavit as per *Annexure 10* in the prescribed format in Portal.
  - (vi) That the Bidder has scanned and uploaded a copy of notarized Affidavit as per *Annexure 11* in the prescribed format in Portal.
  - (vii) That the Bidder has uploaded the tender document with DSC in the Portal in support of their acceptance of the terms and conditions of the tender document.
  - (viii) That copy of Earnest Money Deposit is scanned and uploaded in the Portal.
  - (ix) That the Bidder meets the minimum eligibility criteria as per Clause 2.1 of *Annexure 3* and has uploaded copies of all documents required in support of minimum eligibility criteria as per clause 2.1 of *Annexure-3*.
- 11.3 The bids shall be summarily rejected, if the tender is submitted other than through online (E-Tender Portal).
- 11.4 A substantially responsive bid shall be one that meets the requirements of the bidding document in totality. The technical bid not meeting the minimum eligibility criteria as per the tender document, shall be rejected.
- 11.5 The bidder who qualifies in the technical evaluation stage shall only be called for opening of financial bids.

## **12. FINANCIAL BID OPENING PROCEDURE**

- 12.1 The Financial Bids of all the technically qualified bidders, whose bids are accepted in conformity with the required specifications shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.
- 12.2 All the qualified bidders / their authorized representatives who choose to be present at the time of opening of the Financial Bids shall be required to produce authority letter.
- 12.3 Absence of bidders or their authorized representatives shall not impair the legality of the process.
- 12.4 Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the Lowest Bidder to claim that she or he is successful in the bidding process.

## **13. RIGHT OF ACCEPTANCE:**

- 13.1 The Office of the Client reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority of the Office of BRAIPRD in this regard shall be final and binding.
- 13.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 13.3 The competent authority of the office of BRAIPRD reserves the right to award any or part or full contract to any successful agency(s) at its discretion and this will be binding on the bidders.
- 13.4 In case of failure to comply with the provisions of the terms and conditions of the contract by the

agency(s) that has / have been awarded the contract, the competent authority of the Office of BRAIPRD reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.

- 13.5 The office of BRAIPRD may terminate the Contract at any stage if it is found that the Contractor is black listed / debarred on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

#### **14. NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'**

- 14.1 After determining the successful Lowest Bidder(s), Client shall issue a Letter of Acceptance (LoA), in duplicate, to all the empaneled Agency(s) / Firm(s) who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within **Three (3) working days** from the date of receipt of the same by him.
- 14.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.
- 14.3 The time taken between the date of issue of LoA and Notice to Proceed shall not prevent the contractor for mobilization.

#### **15. RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)**

- 15.1 The Earnest Money Deposit of the unsuccessful bidders in the *technical Bid evaluation stage* shall be returned within seven (07) working days after opening of the eligible financial Bids.
- 15.2 The Earnest money Deposit of the unsuccessful bidders in the *financial bid evaluation stage* shall be returned within seven (07) working days, on award of contract to the Successful bidder.
- 15.3 The Earnest money deposit of all the bidders shall be returned within (07) working days in case of cancellation of Tender after the opening of Bids and prior to opening of financial bids.
- 15.4 No interest shall be payable on the Earnest Money Deposit returned to unsuccessful bidders.

## **ANNEXURE-4**

### **GENERAL CONDITIONS OF CONTRACT (GCC)**

#### **1. DEFINITIONS**

##### **1.1 General**

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

|                            |  |
|----------------------------|--|
| “Agreement”                | The word “Agreement” and “Contract” has been used interchangeably.   |
| Party                      | The word “party” means the Successful Bidder to whom the work of providing catering services has been awarded and the Client “BRAIPRD”.  |
| Letter of Acceptance       | Shall mean the intent of the Client to engage the successful bidder for providing catering services in its premises.   |
| Notice to Proceed          | Shall mean the date at which the catering services are to commence in Client’s premises.   |
| ‘Confidential Information’ | shall mean all information that is not generally known and which is obtained / received during the tenure of the contract and relates directly to the business / assets of Client including the information having the commercial value. |
| Termination Date”          | Shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.   |
| Termination Notice         | Shall mean the notice of Termination given by either Party to the other Party  |
| Contractor                 | Shall mean the successful bidder to whom the work of providing catering services in Client’ premises has been awarded.   |

##### **1.2 CONFIDENTIALITY**

- 1.2.1 The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the Client’s business or catering arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client’s information.
- 1.2.2 If the Contractor receives enquiries from Press / News / Media/ Radio / Television or other bodies / Persons, the same shall be referred by the Contractor to Client immediately on receipt of such queries.
- 1.2.3 The catering staff shall not accept any gratitude, tip or reward in any shape.

#### **3. NOTICE TO PROCEED**

After the acceptance of the LoA and securing Performance Bank Guarantee from the successful bidder, Client shall issue the ‘Notice to proceed’, to the contractor authorizing him to provide sweeping and cleaning services in the Office at the specified locations.

#### **4. SIGNING OF CONTRACT AGREEMENT**

- 4.1 The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.
- 4.2 Client shall prepare the draft Articles of Agreement in the Proforma included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.
- 4.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within Two (02) working days of receipt of the draft Articles of Agreement from Client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.
- 4.4 The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.

#### **5. SERVICES REQUIRED BY THE CLIENT**

- 5.1 The Contractor shall be providing catering services in Client's premises as per the details given herein, or any other location as required by the Client to be read with the Assignment Instructions, stated in the Schedule of Requirements.
- 5.2 The Client shall pay the charges as agreed between the Client and the Contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of Bidding process.
- 5.3 The Contractor shall ensure deployment of catering personnel in all the locations. The Contractor shall provide catering services in the Client's premises to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor's obligations.

#### **6. COMMENCEMENT OF SERVICES**

The Contract shall become legally binding and in force only upon:

- 6.1 Submission of Security Deposit in the form of Bank Guarantee.
- 6.2 The Contractor shall commence catering services in Client's premises within 07 (SEVEN) days from the date of receipt of Notice to Proceed.
- 6.3 The Contractor shall submit detailed resume in respect of the catering Staff along with Photographs duly attested by their organization and verified by the Police before commencement of the catering services to Client's office. In the event of non-compliance of the condition, the Contract is liable to be terminated and the Contract shall be awarded to the next higher bidder. The Contractor is also liable to be blacklisted by the Client.

#### **7. CONTRACTOR'S OBLIGATIONS**

- 7.1 The Contractor shall provide catering services at Client's premises as per assignment instructions stipulated in the Schedule of Requirements which may be amended from time to time by the



Client during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time.

- 7.1.1 In addition to the Assignment Instructions, Client shall issue instructions to the Contractor for catering arrangements for all the locations. The Contractor shall ensure that all such instructions of the Client are complied with in totality. In cases of negligence of duties, or in cases of non-compliances of the instructions, or in cases of breach of the conditions of the contract, the Contract shall be liable to be terminated, the security deposit submitted by the Contractor shall be forfeited and the Contractor shall be liable to be blacklisted by the Client.
- 7.2 The Contractor shall provide catering Services as per the Assignment Instructions and as per the directions of the Client through its trained personnel for the performance of its services hereunder and these catering personnel deployed shall be employees of the Contractor only and the Client shall not in any manner be liable for any payment default in respect of them by the Contractor.
- 7.3 The Client shall have the right, within reason, to have any catering personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of the Client, emergencies, exempted.
- 7.4 The Contractor shall cover its catering personnel for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.
- 7.5 The Contractor shall exercise adequate supervision to reasonably ensure proper performance of catering services in accordance with assignment instructions.
- 7.10. The Contractor shall issue identity cards / identification documents to all its personnel who will be instructed by the Contractor to display the same.
- 7.11 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment / duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 7.12 The Contractor shall provide uniforms, aprons, gloves and hairnets to its catering personnel at its own cost.
- 7.13 The antecedents of catering staff deployed shall be got verified by the Contractor from local police authority and an undertaking in this regard to be submitted to the Client.
- 7.14 Adequate supervision shall be provided to ensure correct performance of the said catering services in accordance with the prevailing assignment instructions agreed upon between the two parties.

## **8. CONTRACTOR'S LIABILITY**

- 8.1 The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the catering services to the Client.
- 8.2 The Contractor shall not Sub-Contract, transfer or assign the contract or any other part thereof without prior written permission of the Client. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractor's risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

## **9. CLIENT'S OBLIGATIONS**

- 9.1 No employee of the Contractor shall be contracted or employed by the Client through any other contractor in similar manner within a period of 6 months of having left the services of the Client.
- 9.2 Except as expressly otherwise provided, the Client shall, at its own expense, provide timely all the required articles and facilities at the location(s) where the catering services are to be provided to enable Contractor's employees to carry out the catering services.
- 9.3 The Client shall comply with and fulfill the catering recommendations (if any), if deemed necessary by the Client, made in writing by the Contractor in connection with the performance of the catering Services. The Client shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's employees or agents in connection with the catering services as soon as possible after the Client becomes aware of them. The Client shall also provide any such assistance as considered necessary.

## **10. VALIDITY OF CONTRACT**

The contract, if awarded, shall be initially for a period of 2 (Two) years from the date of award subject to continuous satisfactory performance and annual renewal of contract. In case of breach of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the Client. The initial period of 2 (Two) years can be further extended for 1 (One) more term of 1 (One) year i.e. the total duration of the contract period shall not exceed 3 (Three) years, subject to satisfactory services at the sole discretion of the office of the Client and annual renewal of contract.

## **11. PAYMENTS**

- 11.1 After selection of the Successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the Client for the catering services.
- 11.2 The prices in the Price Schedule shall be exclusive of any GST or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.
- 11.3 The Contractor shall raise invoice within 2 (Two) working days from the date of completion of the training / event. The Client shall make all endeavor to make payments within 15 (fifteen) days from the date of the receipt of the invoice to the Contractor.
- 11.4 In addition to the Contract payments, the Client shall pay for any additional services required by the Client, which are not specified in the *Price Schedule*.
- 11.5 All payments shall be made through such method as convenient to the Client, after deducting TDS, as per the rules of the Government and as applicable from time to time.
- 11.6 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.

- 11.7 No payment shall be made in advance nor any loan from any bank or financial institution shall be recommended on the basis of the order of award of work.
- 11.8 Client shall not be liable for any payment incurred by the contractor on account of disbursal of insurance claim etc. towards its employees.

## **12. CONTRACTOR'S PERSONNEL**

### **12.1 Engagement of Catering Personnel**

The Contractor shall make its own arrangements for the engagement of all catering and other administrative personnel for providing catering services in Client premises and shall use due diligence in arranging for a sufficient and suitable supply of such personnel but all such arrangements in India shall be in accordance with the general local usage and subject to the Applicable Laws.

### **12.2 Contractor's Personnel**

- 12.2.1 The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the Client premises at the Client Site and in sufficient number to undertake the responsibilities imposed upon the Contractor under the Contract and to provide full attention for executing the work thereof.
- 12.3 Besides, deploying the required number of catering personnel and manager in the Client's premises, the Contractor shall also ensure that adequate number of catering personnel are available with the Contractor as a pool of standby catering personnel for substitution in case of absence of any personnel.
- 12.3.1 The Contractor shall submit its Organization Chart, showing therein the details of key personnel with their full contact details. The Contractor shall also keep informing the Client of any change in its organization or its personnel
- 12.3.2 The personnel engaged by the Contractor shall be dressed in neat and clean uniform (including proper name badges).

## **14. PENALTIES**

Whenever and wherever it is found that the assigned work is not performed up to the entire satisfaction as per the directions of the Client, it will be brought to the notice of Contractor by the Client and if no action is taken immediately, penalty of Rs.1000/- (One Thousand) per day per complaint will be imposed by invoking penalty clause.

## **15. TERMINATION**

- 15.1 This Contract may be terminated forthwith by either party by giving written notice for a minimum period of one month to the other if the other party is in material breach of its obligations under this Agreement and, in the case of such breaches as are capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or
- 15.2 The Contract may be terminated forthwith by the Client by giving written notice to the Contractor, if:
- 15.2.1 In case of breach of any of terms and conditions of the Contract and/or unsatisfactory services by the Contractor and/or the Contractor goes bankrupt and becomes insolvent, the Competent Authority of the Client shall have the right to cancel the Contract without assigning any reason

thereof, and nothing will be payable by the Client and in that event security deposit in the form of performance Bank Guarantee shall be forfeited and in such event the Contractor is liable to be blacklisted by the Client.

## **16. DISCLAIMER**

The relatives / near relatives of employees of the Client are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family.
- (b) Their spouse.
- (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law)

## **17. INSOLVENCY**

- a. The competent authority of the office of BRAIPRD may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

- i) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
- ii) If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

## **18. CURRENCIES OF BID AND PAYMENTS**

- i. The Bidder shall submit his price bid / offer in Indian Rupees and payments under this contract will be made in Indian Rupees.

## **19. GOVERNING LAWS AND SETTLEMENT OF DISPUTE**

- a. Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorized Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid

within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the parties in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be KOLKATA and the decision of the arbitrator shall be final and binding on the parties.

- b. **Jurisdiction of Court:** This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in KOLKATA.

## **20. CORRUPT OR FRAUDULENT PRACTICES**

- a. The Contractors shall observe the highest standard of ethics during the period of the contract.
- b. BRAIPRD shall reject the Bid, if it determines that the Bidder has engaged in corrupt or fraudulent practices in competing for the contract in question.
- c. BRAIPRD will declare a firm ineligible / black-listed, either indefinitely or for a stated period of time, if it at any time determines that the firm has been engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.
- d. BRAIPRD shall also terminate the contract and black list the contractor in case it is found that the contractor was blacklisted /debarred by any other organization on any occasion.

## **ANNEXURE-5**

### **SPECIAL CONDITIONS OF CONTRACT (SCC)**

1. The special conditions of Contract shall supplement the “Instructions to the Bidders” as contained in Section 5 and General Conditions of the Contract (GCC) as contained in Section 6.

2. **INDEMNIFICATION:**

The successful bidder is solely liable to fully indemnify and keep Client indemnified against all losses/penalties/awards/decrees arising out of litigation/claims/application initiated against the Client on account of acts of omission/commission attributable to the Contractor and which are punishable under the provisions of various Central / State Acts / Rules as amended from time to time. Client shall be vested with sole discretion to determine damages/ loss suffered on account of above from the dues payable from security deposit as performance Guarantee or from either the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the Contractor at any point of time.

3. **OFFICIAL RECORDS:**

- 3.1 The Contractor shall maintain a personal file in respect of all the staff who is deployed in Client's office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent), contact number(s) and all grievances recorded vis-à-vis action taken etc.

## **ANNEXURE-6**

### **SCHEDULE OF WORKS / SERVICES TO BE PROVIDED**

In this Schedule of Requirements, the details of catering services to be provided by the Contractor and also other information, instructions of the Client and instructions to the Contractor's employees posted at the Clients' site are and all such other aspect of the Contracts are to be mentioned.

#### **1. GENERAL INSTRUCTIONS**

1.1 The Contractor shall deploy all catering personnel at the Client facility in the manner and as per the instructions of the Client.

1.2 The Contractor shall ensure that all catering personnel are fully conversant with the premises and with the client's business activities and its related catering requirements. Hence the staff will observe / ensure the following:

##### **1.2.1 CODE OF CONDUCT**

The Contractor shall ensure that their catering personnel

- (i) Are punctual and arrive at least 15 minutes before start of their shift.
- (ii) Take charges of their duties properly and thoroughly.
- (iii) Perform their duties with honesty and sincerity.
- (iv) Read and understand their duty and site instructions and follow the same.
- (v) Extend respect to all the Officers and Staff of the office.
- (vi) Shall not drink on duty, or come drunk and report for duty.
- (vii) Will not gossip or chit chat while on duty.
- (viii) Will not leave the place of duty unless their reliever comes.
- (ix) Will immediately report if any untoward incident / misconduct or misbehavior occurs, to the Contractor and the Client.
- (x) When in doubt, approach concerned Manager / Supervisor immediately.
- (xi) Catering personnel should not leave duty without the knowledge of the Manager / Supervisor. If necessary, the needful arrangement will be made by the Manager / Supervisor.
- (xii) Catering personnel should get themselves checked whenever they go beyond BRAIPRD premises by the security guards.
- (xiii) Are extremely courteous with very pleasant mannerism.

##### **1.2.2 CONFIDENTIALITY**

- (i) The phone number and movement plans of the client will not be given to anyone.
- (ii) The following information about the client will not be given to anyone.
  - a. Car makes, color and number of higher officials.
  - b. Telephone no. / Any other information.
  - c. Location and movement plans.
  - d. Meetings and conference schedules.
  - e. Site plan of the premises.
  - f. Travel details of the clients.

##### **1.2.3 NOTE FOR THE CLIENT**

- (i) List of authorized signatories to be provided.

## ANNEXURE-7

### TECHNICAL BID FORM

1. Name of the firm.....
2. Name of the authorised person submitting the Bid "Shri/Smt/Ms.....
3. Designation of the authorized person submitting the Bid.....
4. Name, Designation, address and Mobile Number of alternate person.....  
.....
5. Address of the firm .....  
.....  
.....
6. Tel no. with STD code (O).....(Fax).....(R).....
7. Mobile No. of the person submitting the Bid.....
8. E-mail of the person submitting the Bid.....
9. Organization's email ID.....
10. Website Address.....
11. Registration & incorporation particulars of the firm:
  - i) Private Limited
  - ii) Public Limited
  - iii) Any other – Please specify.....
12. Name of Director(s).....
13. Email ID of Director (s).....
14. Mobile Number of Director (s).....
15. Bidder's bank, its address and current account number .....  
.....  
.....
16. Permanent Income Tax number, Income Tax circle .....
17. GST No. ....



18. Particulars of EMD

- i) Demand Draft / Bank Guarantee No.....
- ii) Date.....
- iii) Name of Bank.....
- iv) Address of Bank.....
- v) Validity of BG/DD.....

19. Description of similar work of providing catering services during the last three financial years in Government Departments

| Description of Work / Order executed | Actual Value of work / order executed | Name of Government Organization or Renowned Corporate Body / Private Institution | Start Date | Finish Date | Document evidence uploaded (Yes/No) |
|--------------------------------------|---------------------------------------|--|------------|-------------|-------------------------------------|
|                                      |                                       |  |            |             |                                     |
|                                      |                                       |  |            |             |                                     |
|                                      |                                       |  |            |             |                                     |
|                                      |                                       |  |            |             |                                     |
|                                      |                                       |  |            |             |                                     |

Details of Uploaded Documents

|     |  |        |
|-----|--|--------|
| 1.  | Earnest Money Deposit                    | Yes/No |
| 2.  | Copy of PAN                              | Yes/No |
| 3.  | Copy of GST                              | Yes/No |
| 4.  | Copies of Last three years Balance Sheet | Yes/No |
| 5.  | Copies of ITR for the last three years   | Yes/No |
| 6.  | Experience Certificates and Work orders  | Yes/No |
| 7.  | Annexure-2                               | Yes/No |
| 8.  | Annexure-7                               | Yes/No |
| 9.  | Annexure-8                               | Yes/No |
| 10. | Annexure-9                               | Yes/No |
| 11. | Annexure-10                              | Yes/No |
| 12. | Annexure-11                              | Yes/No |

## **ANNEXURE-8**

### **UNDERTAKING**

(Notarized Affidavit to be executed on non-judicial stamp paper of Rs.10/-)

**A copy of Affidavit should be scanned and uploaded in the E-Tender Portal**

1. I, the undersigned certify that I have gone through all the terms and conditions mentioned in the tender document No.....dated.....and undertake to comply with them unconditionally.
2. That the rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
3. That I/We give the rights to the competent authority of the office of the BRAIPRD to forfeit the Earnest Money/Security money deposit submitted by me/us in case of breach of conditions of Contract and take action for blacklisting my/our agency.
4. That I/We also give rights to the competent authority of the office of the BRAIPRD to forfeit the Earnest Money Deposit and blacklist our agency in case our agency fails to accept the work order and/or execute the contract agreement, or in cases of negligence in executing the contract, or in case of breach of contract.
5. That I/We also give rights to the competent authority of the office of the BRAIPRD to forfeit the Earnest Money Deposit and initiate action against our agency for blacklisting in case our agency fails to submit the security deposit in the form of bank guarantee in accordance with the terms and conditions of the tender document / contract agreement / Letter of Acceptance.
6. That I/We also declare that Government of India, Government of West Bengal or any other Government body has not declared us ineligible or black listed or debarred us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of any nature.
7. That I/We hereby undertake to provide the items as per the directions given in the tender document/contract agreement.

**Place:**

**Date:**

Dated Signature of Bidder along with Stamp .....

Name of the Bidder .....

## **ANNEXURE-9**

**(Notarized Affidavit to be executed on non-judicial stamp paper of Rs.10/-)**

**A copy of Affidavit should be scanned and uploaded in the E-Tender Portal**

- (i) That I, the undersigned undertake that my firm has not been convicted of an offence under the Prevention of Corruption Act, 1988.
- (ii) That my firm has not been convicted under the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- (iii) That I hereby certify that none of my relative(s) as defined in the tender document is/are employed in BRAIPRD as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, BRAIPRD shall have the absolute right to take any action including termination of the Contract as deemed fit/without any prior intimation to me.

**Place:**

**Date:**

Dated Signature of Bidder along with stamp.....

Name of the Bidder.....

## **ANNEXURE-10**

**(Notarized Affidavit to be executed on non-judicial stamp paper of Rs.10/-)**

**A copy of Affidavit same should be scanned and uploaded in the E-tender Portal**

- (i) That I, the undersigned undertake that I have fully adhered to minimum eligibility criteria as per the requirements of the tender document No. ....dated.....
- (j) That my agency M/s.....has at least three years' experience for providing catering services in any Government Organization or Renowned Corporate Body / Private Institution.
- (k) That my agency also has carried out at least one similar work of providing catering services costing not less than Rs..... lakh for entire one contract in the last three years in Government Organization or Renowned Corporate Body / Private Institution.

**Place:**

**Date:**

Dated Signature of Bidder along with Stamp.....

Name of the Bidder.....

## **ANNEXURE-11**

**(Notarized Affidavit to be executed on non-judicial stamp paper of Rs.10/-)**

**A copy of Affidavit should be scanned and uploaded in the E-Tender Portal**

- (i) That I, the undersigned undertake that my agency M/s..... have its own trained catering manpower on our rolls to provide requisite services in accordance with the Tender No.....dated.....
- (ii) I also undertake that all the catering personnel employed by the agency will be covered for personal accident and death whilst performing the duty, in accordance with the conditions of the contract.

**Place:**

**Date:**

Dated Signature of Bidder along with Stamp.....

Name of the Bidder.....

## ANNEXURE-12

### CONTRACT AGREEMENT NO.....

THIS AGREEMENT is made on ..... between **BRAIPRD** (hereinafter referred to as “Client” which expression shall include his successors and assigns), and whose principal place of office is at B-18/204, KALYANI, NADIA, WEST BENGAL-741235

AND

M/s.....having its registered office at..... (Hereinafter referred to as “the Contractor”) which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing catering service.

- a. **WHEREAS** the Client invited bids through open tender, vide Notice Inviting Tender dated ..... for “**availing catering services for the trainings and other events to be conducted at all the locations / venues within its office premises under Tender No. ...., dated .....**”
- b. **AND WHEREAS** the Contractor submitted his bid vide..... in accordance with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client
- c. **AND WHEREAS** the Client has selected M/s..... as the successful bidder (“the Contractor”) pursuant to the bidding process and negotiation of contract prices, awarded the **Letter of Acceptance (LoA) No. ....**, to the Contractor on ..... against the consolidated weighted average price of Rs. .... (Rupees ..... ) only.
- d. **AND WHEREAS** the Client desires that the catering services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.
- e. **AND WHEREAS** the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the catering services for the trainings and other events to be conducted at the locations / venues within its office premises in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.
- f. **AND WHEREAS** the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.
- g. **AND WHEREAS** the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing catering

services in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

The Client and the Contractor agree as follows:

1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
  2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
    - (a) The Letter of Acceptance (LoA) issued by the Client.
    - (b) Notice to Proceed (NTP) issued by the Client
    - (c) The complete Bid including tender document including tender document with detailed terms and conditions of the Contract, as submitted by the Contractor.
    - (d) The Addenda, if any, issued by the Client.
    - (e) Any other documents forming part of this Contract Agreement till date. (Performance Bank Guarantee, Bank Guarantee)
    - (f) Charges – Schedule annexed to this Article of Agreement
    - (g) Supplementary Agreements executed from time to time.
  3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
  4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.
- h. IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor

Signed on Behalf of **BRAIPRD**

**(Authorised Signatory)**

**(Authorised Signatory)**

### **ANNEXURE-13**

(Letter of Authorization for attending Bid Opening)

#### **LETTER OF AUTHORISATION FOR ATTENDING BID OPENING (To reach on or before time of bid opening (Technical and Financial))**

To

**The OSD & EX-Officio Joint Secretary,  
BRAIPRD, KALYANI, NADIA**

Subject: Authorization for attending bid opening on \_\_\_\_\_ (date) in the  
Tender No. \_\_\_\_\_.

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on  
behalf of \_\_\_\_\_ (Bidder)  
in order of preference given below.

| <b>Order of Preference</b> | <b>Name</b> | <b>Specimen Signatures</b> |
|----------------------------|-------------|----------------------------|
|----------------------------|-------------|----------------------------|

I.

II.

Alternate Representative

Signatures of Bidder

Or

Officer authorized to sign the bid  
Documents on behalf of the Bidder

- Note:**
1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
  2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received



**ANNEXURE-14**  
**BID SECURITY FORM**

No. ....

Date.....

**To**

**The OSD & EX-Officio Joint Secretary  
BRAIPRD, KALYANI, NADIA**

Whereas M/s..... (Hereinafter called "the bidder")  
has submitted its bid dated ..... for providing catering services for on contract basis under  
**Tender No. .... dated ..... KNOW ALL MEN** by these presents  
that WE..... (Name of Bank) of ..... (Name of Country)  
having our registered office at .....  
(Hereinafter called 'the Bank') are bound unto the Owner in the sum of **Rs 50000/- (Rupees FIFTY THOUSAND)** only for which payment will and truly to be made of the Owner, the Bank binds itself, its  
successors and assigns by these present.

**The Conditions of the obligations are:**

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Owner, during the period of bid validity.
  - (a) fails or refuses to execute the Contract, if required;  
OR
  - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.  
OR
  - (c) fails or refuses to perform their duties fully or partially to the satisfaction of the Owner.

We undertake to pay the Owner up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the Owner will not justify the demand of the amount claimed by it is due to it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in ..... of the Bid document up to 120 days and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness

Address of witness

Signature of the Bank Authority

Name

Signed in capacity of

Full address of Branch

Telephone No. of the Branch