

Government of West Bengal

Department of Youth Services & Sports
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No. 918-YS/SP/1M-20/2019,

Dated 26th February, 2020

Notice Inviting e-Tender No. 5 of 2019-2020

SUB: Tender for Canteen/Catering Services in Youth Hostels

The Department of Youth Services & Sports under Government of West Bengal invites e-Tender from reliable, resourceful, bonafide registered agency/registered firm/company having at least 3 years of experience as on 01.01.2020, in the field of catering service or supply of food or running canteen, for quoting annual rent for running of Canteen/Catering Services on operational contract on rental basis at the premises of Youth Hostels managed and governed by this department as mentioned in Schedule - A below. (Submission of e-Tender / Bid will be through **online**)

Sl. No.	Name of Operation	Earnest Money	Cost of Documents	Period of Operation	Eligibility of Bidder
		(In Rs.)	(In Rs.)		
1	Running of Canteen / Catering Services on operational contract on rental basis at the premises of Youth Hostels managed and governed by this department.	Rs. 50,000/- (Rupees Fifty Thousand) only	Not to pay the cost of tender documents for the purpose of participating in e-Tender/Bid	3 (three) Years	As per clause 15 of the NIT

1. Intending Bidders will have to download the documents for e- Tender/ Bid from the website: <https://wbtenders.gov.in> directly with the help of DigitalSignature Certificate.
2. Both **Technical document and Financial Bid** are to be submitted / uploaded in technical (Statutory & Non-statutory folder) and financial folder concurrently duly digitally signed in the website <https://wbtenders.gov.in> as per Date and Time schedule stated in Sl. No. 13.
3. **Financial Bid** of the prospective bidder will be considered only if the **Technical Bid** (both statutory and non-statutory) of the bidder found qualified by the Bid Evaluation Committee. The decision of the Bid Evaluation Committee will be final and absolute in this respect. The both list of Responsive and Non-Responsive Bidders will be displayed in the website and also in the Notice Board of this office.

4. **Earnest Money:** The amount of Earnest Money for the work is Rs. 50,000/- (Rupees Fifty Thousand only). Earnest Money will be deposited by the Bidder through the following payment mode as per Finance Department Order No. 3975-F(Y) dated 28th July, 2016 (Annexure – A). Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI bank payment gateway.
5. Refund of **Earnest Money Deposit:** As per Finance Department Order No. 3975-F(Y) dated 28th July, 2016 (Annexure – A).
6. Area for Canteen / restaurant including kitchen and Dining Hall at the premises of Youth Hostels as mentioned in the schedule hereinbelow will be allotted to the agency on rental basis. The selected agency will have to run Canteen/Catering Services with his own employees. He should run the Canteen/Catering Services with all necessary equipments for cooking and serving. All sorts of furniture and fixtures including installations, illuminations, cleaning and disposal of debris / waste materials as per norms in respect of the Canteen/Catering Services will have to be provided / installed / borne by the agency at his own cost. All duties, taxes and other levies including GST are payable by the agency in respect of running of the Canteen/Catering Services. Electricity Charges by installing a separate Electric Meter from WBSEDCL\CESC for running of the Canteen/Catering Services is to be borne by the agency.
7. The Bidders before submitting its Bid should inspect and examine the site infrastructure and its surroundings and shall satisfy himself about form and nature of the site, the quantities and nature of the work / service and materials necessary for the completion of the Works / Service, means of access to the site, the accommodation and obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect its Tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.
8. The Successful bidder has to run the Canteen/Catering Services for the boarders as well as for the outsiders.
9. The food should be prepared and served in hygienic manner by the successful bidder. The successful bidder should also have to take steps to provide safe protected drinking water.
10. No additions, alternations, modifications to the existing superstructure of the buildings shall be made in any manner without the written consent of this department. A written intimation shall be made to the Department whenever any repair and maintenance is required.
11. The Bidders before submitting its Bid should inspect and examine the site infrastructure and its surroundings and shall satisfy himself about form and nature of the site, the

quantities and nature of the work / service and materials necessary for the completion of the Works / Service, means of access to the site, the accommodation and obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect its Tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

12. In connection with the work, Arbitration will not be allowed.
13. Conditional Tender will not be accepted.
14. The Bid shall remain valid for 120 days from the stipulated last date for submission of bids.
15. **Eligibility Criteria of the Bidder** – Intending agency should have at least 3 (Three) years experience as on 31.03.2019 in the field of catering or supplying foods and should have possess up to date clearance of Income Tax return, Professional Tax Clearance Certificate, P.T. (Deposit *Challan*), PAN Card, GST Registration Certificate, Trade License, Fire License and other statutory license / registration from the appropriate authority as applicable for this type of service. Audited Accounts for last 3(three) years in support of average annual turnover of Rs. 5,00,000/- (Rupees Five Lakh) only in similar business during the last 3(three) financial years ending on 31.03.2019. Credentials of 3(three) years for similar type of works along with requisite number of Manpower to be submitted as Bid documents.

(Documents in support of above are to be submitted / uploaded as Technical Bid).

14. The Penal measures of suspension and debarment of agency will be taken against who are participating in the bid process as well as selected for execution of the public works / service for their false declaration or forgery or falsification of records submitted or failure to execute committed contract or for their failure to perform contractual obligations and thereby resulting delay / hampering in execution of the public works / service or execution of faulty works / services.
15. The successful bidder on receipt of provisional acceptance letter will execute formal agreement as will be stated therein, by paying usual cost of the said Form.
16. **Date & Time Schedule** –

Sl. No.	Particulars	Date & Time
1.	Date of uploading of N.I.T Documents online (Publishing Date)	28.2.2020, at 5 P.M.
2.	Documents download/sell start date (Online)	03.03.2020, at 1 P.M.
3.	Documents download/sell end date (Online)	28.03.2020. at 5 P.M.
4.	Pre-Bid Meeting	18.03.2020, at 1 P.M.
5.	Bid submission start date (On line)	03.03.2020, at 1 P.M.

6.	Bid Submission closing (On line)	28.03.2020. at 5 P.M.
7.	Bid opening date for Technical Proposals (Online)	31.03.2020, at 1 P.M.
8.	Opening the list of Technical Qualified Bidders (Online)	After the resolution taken by Tender Committee regarding evolution of technical bidders.
9.	Opening date of Financial Proposal (Online)	31.01.2020, at 3 P.M. or thereafter

17. The Department of Youth Services and Sports, Government of West Bengal reserves the right to postpone / modify / amend / cancel this e-Tender or any part of this Bid without furnishing any reason thereof.
18. The Department of Youth Services and Sports, Government of West Bengal reserves the right to withdraw or cancel the offer / contract for running Canteen/Catering Services on operational contract on rental basis at the premises of Youth Hostels managed and governed by this department at any point of time without furnishing any reason what so ever.
19. Acceptable ownership pattern of the intending agency are Sole Proprietorship / Partnership / Private or Public Ltd. Co. / PSU or Statutory Body or Registered Co-operative Society with appropriate authority / any other form duly accepted by the competent authority.
20. The selected agency shall have to comply with the provisions of (a) the Contract Labour (Regulation Abolition) Act. 1970 (b) Apprentice Act, 1961 and (c) Minimum Wages Act. 1948 or the notification thereof or any other laws relating thereto and the rules made and order issued there under from time to time.
21. The selected agency shall obtain Fire License from the competent authority within one month from the date of receiving work order.
22. In case of withdrawing service, the selected agency may give six clear calendar months written notice to the Department of Youth Services & Sports or they may give a written intimation to the Department of Youth Services & Sports along with money receipts of advance rent for succeeding six month from the date of their withdrawing service.
23. The tender inviting authority will verify the credential and other documents of the Highest Bidder. After verification if it is found that the documents submitted by the Highest Bidder is either manufactured or false in that case no Letter of Award will be issued in favour of the said Bidder under any circumstances and the Earnest Money deposited by the bidder will be forfeited without assigning any reason thereof.
24. Where an individual person holds a digital certificate in his own name duly issued to him by the company or the firm of which he happens to be a director or partner, such individual person, either belonging to an appropriate cadre officer of the company or an

authorized partner of a firm, having a registered power of attorney empowered by the Board or by the firm, shall invariably upload a copy of registered power of attorney showing clear authorization in his favour, to upload such tender. The power of attorney shall have to be registered in accordance with the provisions of the Registration Act, 1998”.

25. **Corrupt or Fraudulent Practices:**

The Competent Authority requires that the Bidder under this e-Tender observe the highest standards of ethics during the process and execution of such Contracts. In pursuance of this Policy and for clarification “Corrupt Practice” and “Fraudulent Practice” has been defined as follows:

- a) “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and
- b) “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the public interest, and includes collusive practice among Bidders (prior to or after Quotation Submission) designed to establish Contract Prices at artificial noncompetitive levels and to deprive the Competent Authority of the benefits of the free and open competition.

26. The Competent Authority shall reject a proposal for Letter of Award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question. The Competent Authority will deem a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if at any time it determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing , a Contract.

27. **Jurisdiction of Court:** The contract shall be deemed to have been entered into at Kolkata, West Bengal, and all causes of actions in relation to the contract will thus be deemed to have arisen only within the jurisdiction of the Kolkata Courts.

28. **Law Governing the Contract:** The contract shall be governed by the existing laws in force in India.

Sd/-

Commissioner & *Ex-officio* Director
Department of Youth Services and Sports
Government of West Bengal

INSTRUCTION TO BIDDERS

1 Requirement for submission of proposals

The proposal should contain all the information requested on both technical and Financial. The proposal should also be submitted along with the supporting documents which are required as evidence for the information furnished by the bidders.

2 Preparation of Proposal :-

2.1 Digital Signature certificate (DSC)

Each Bidder is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of e-Tender / Bid from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount. Details are available at the website stated above. DSC is given as a USB e-Token. The contractor can search and download Bid Documents electronically from computer once he logs on to the website mentioned above using the Digital Signature Certificate. This is the only mode of collection of Bid Documents.

2.2 Submission of Bid

General process of submission - Bids are to be submitted through online to the website stated above in two folders at a time, one in Technical Proposal and the other is Financial Proposal before the prescribed date and time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

2.3 The bidder is expected to examine all terms and instructions included in the bid document. Failure to provide all requested information will be at bidder's own risk and may result in rejection of the bidder's proposal.

2.4 Bidders shall submit their Bid in Technical Proposal and Financial Proposal.

2.5 **Technical Proposal** : The Technical Proposal shall contain the following:

- I. Application for submission of proposal as per **Format – I**.
- II. Authenticated Proof in respect of at least 3 (Three) financial years experience as on 01.01.2020 in the field of catering or supplying foods.
- III. Quotation / Bid documents, minutes of Pre-bid meeting, corrigendum, addendum and all other documents incidental thereto, including minutes of the pre-bid meeting, corrigendum, etc.

IV. Up to date clearance of Income Tax return, Professional Tax Clearance Certificate, P.T. (Deposit Challan), PAN Card, GST Registration Certificate, Trade License, Food & Beverage License, Fire License and other statutory license / registration from the appropriate authority as applicable for this type of service. Audited Accounts for last 3 (three) years in support of average annual turnover of Rs. 5,00,000/- (Rupees Five Lakh) only in similar business during the last 3(three) financial years ending on 31.03.2019. Registered Partnership Deed (For Partnership Firm), Memorandum of Association and Article of Association and Certificate of Incorporation under Companies Act (For Private / Public Limited Company), NOC from ARCS, Area of Operation documents, Bye-Laws, Board of Directors Details, Minutes of last AGM, Audit Report and evidence of submission to Appropriate Authorities (For Co-operative Societies), Certificate of a Chartered Accountant regarding Annual Turn Over of the bidder in similar business for last 3 (three) years.

V. Declaration regarding Structure and Organization as per prescribed **Format - II**

2.6 **Financial Proposal:** The Financial Proposal shall be submitted in Financial Folder and that shall be inclusive of GST. **The rate should be quoted against name of each Youth Hostel.** All Bidders are requested to present in the Office of the Commissioner & *Ex-officio* Director, Department of Youth Services and Sports, Government of West Bengal, during opening the financial bid. No objections in this respect will be entertained raised by any Bidder who will present during opening of bid, or from any Bidder who will absent at the time of opening of Financial Bid. No informal tenderer will be entertained in the Bid further.

3 Basis for Award of Contract

The selection criteria for awarding of the contract for this work will be based on technical and financial evaluation of the offer made by the applicant/bidder. **The Commissioner & Ex-officio Director, Department of Youth Services and Sports, Government of West Bengal will open “Financial Bid” if only the Bidders qualified after Technical Evaluation by the Bid Evaluation Committee.**

4 Duties and Taxes

GST is payable by the agency in respect of running of the Canteen Services and shall be included in the bid price and no claim on this behalf will be entertained by this office.

5 Proposal Validity Period

The Bid shall be kept valid for a period of one hundred twenty (120) days from the stipulated last date for submission of bids. The overall offer for the assignment and bidders quoted prices shall remain unchanged during the period of validity. In case the Bidder withdraws, modifies or changes his offer during validity period, the Earnest Money Deposit paid by him shall be forfeited forthwith, without assigning any reason thereof.

6 Evaluation of Offers

Technical Proposals received and found valid will be evaluated by One Tender Committee to be formed by the Department to ascertain best evaluated bid in the interest of the work. The Technical Bid received will undergo detailed evaluation.

The Bidder should take enough care to submit all the information sought by this office in the desired formats. In case of need, additional paper can be added. The bids are liable to be rejected if information is not provided in the desired formats.

This office will open “Financial Bid” of only the Bidders qualified after Technical Evaluation by the Tender Committee.

Financial Proposal will also be evaluated by the Tender Committee.

7 Language of Bids

All information in the bid shall be in English. Information in any other language shall be accompanied by its translation in English. Failure to comply with this shall disqualify a bid. In the event of any discrepancy in meaning, the English Language copy of all documents shall prevail.

8 Award of Contract

The contract for the work would be awarded to the best qualified and responsive Bidder offering the bid in conformity with the requirements of these specifications and documents and the Commissioner & *Ex-officio* Director, Department of Youth Services and Sports, Government of West Bengal (the Employer) shall be the sole judge in this regard.

Notification on Award of Contract will be made in writing to the successful Bidder by this office. The bids received and accepted will be evaluated by the Tender Committee to ascertain the best offer with due weightage to technical and financial bids, for the complete works / services under these specification and documents.

The selection of bidder / applicant will be at the sole discretion of the Tender Committee and this office reserves the right to accept or reject any or all the bids without assigning any reason

whatsoever. This office reserves the right to call for additional information from the bidder/applicants, if required.

9 DETAILS OF EVALUATION CRITERIA:

- i) Evaluation will be on QCBS (Quality and Cost Based Selection) method. Two bid system will be followed where the technical bid and price bid will be evaluated separately.
- ii) The tendering evaluation will be done on weightage with 70% for Technical evaluation based on resources capability/ skill expertise on work/ assessment of previous experience in similar type of work, and 30% for financial evaluation.

(A) The technical bid evaluation shall be done based on the following criteria:

During the Technical evaluation, each bidder will be assigned marks, out of total of 100 marks, as per the criteria below:

PROFIT EARNING UNIT	Max 25 marks
a) Profit for three consecutive years	15
b) Profit for more than three consecutive years and up to five years	20
c) Profit for more than five consecutive years.	25
NUMBER OF YEARS IN OPERATION	Max 20 marks
a) Up to 3 year	10
b) More than 3 years and up to 5 years	15
c) More than 5 years	20
TURNOVER (LAST FINANCIAL YEAR)	Max 30 marks
a) Up to 20 Lakhs	5
b) More than 20 lakhs and less than 75 lakhs	15
c) More than 75 lakhs	30

QUALITY RELATED MARKS	Max 25 marks(consolidated)
a) ISO 9001-2008	10
b) ISO 9001-2015	15
c) OHSAS 18001	25
Marks will be awarded for a, b, c separately or a+ c or b+ c but not a+ b+ c	

The supporting documents for the above are required to be submitted for evaluation.

- iii) The total marks obtained by a bidder in the technical bid shall be allocated 70% weightage and financial bids shall be allocated 30%, thus making total of 100% weightage for complete bidding.
- If a Bidder has secured 80 marks out of the total 100 marks in technical evaluation, his technical evaluation value shall be: 56 i.e. (80 x 70%)
 - The Bidder shall be required to produce self-attested copies of the relevant documents in support of the parameters being considered during technical evaluation.
 - A substantially responsive bid shall be one that meets the requirements of the bidding document totally, i.e., by following the procedure as above. The technical bid not meeting the minimum requirements as per the tender documents shall be rejected.
 - The bidders who qualify in the technical evaluation stage shall only be called for opening of financial bids.

(B) Financial Evaluation and determination of successful bidder:

- a) The financial evaluation shall be carried out and price bids of all the bidders shall be given weightage out of 30%.
- b) The Bidder's rankings shall be arranged depending on the marks obtained by each of the bidders in the Technical Evaluation and Financial Evaluation together.
- c) The Bidder meeting the minimum eligibility criteria and with the highest marks/rank (i.e., the total of technical evaluation marks and financial evaluation marks) will be deemed as the successful Bidder and will be considered eligible L1 Bidder for further processing.

The successful bidder will have to enter into an agreement broadly on the lines of terms and conditions mentioned in the specimen agreement enclosed with this agreement. The Agency shall bear all the expenses including towards stamp duty in connection with the execution of the agreement.

GENERAL TERMS AND CONDITIONS

1. The agency will have to run Canteen/Catering Services on operational contract on rental basis at the premises of Youth Hostels with their own employees with all necessary equipments for cooking and serving at his own cost. All sorts of furniture and fixtures for at least 60 seats including installations, illuminations, cleaning in respect of the Food Court will have to be provided / installed / borne by the agency at his own cost. All duties, taxes and other levies including GST are payable by the agency in respect of running of the Canteen/Catering Services on operational contract on rental basis at the premises of Youth Hostels. All recurring cost including Electricity Charges by installing a separate Electric Meter from WBSSEDCL/CESC to be borne by the agency himself for running the Canteen. Any addition or alteration in the allotted space is not permitted without the written consent of the Department. If violated, it will be considered as breach of the contract.
2. The essence of this contract is to supply prepared excellent quality food and beverage and related services to the boarder and visitors of Youth Hostels. The bidders are advised to carefully study all bid documents before submitting their bids. These terms and conditions will have to be followed by the Agency and no violation of these terms and conditions will be allowed. Any deviation in the bids from these terms and conditions may result in rejection of the bid. The successful bidder will have to enter into a Contract agreement with the Commissioner & *Ex-officio* Director, Department of Youth Services and Sports, Government of West Bengal.
3. The parties to the Contract Agreement shall be the Bidder, whose offer is accepted, and the Commissioner & *Ex-officio* Director, Department of Youth Services and Sports, Government of West Bengal on behalf of the Governor of West Bengal. The person signing the offer or any other document forming the part of Contract Agreement on behalf of other persons of a firm shall be deemed to have due authority to bind such person(s) or the firm as the case may be in all matters pertaining to the Contract Agreement. If it is found that the person concerned had no such authority, the Commissioner & *Ex-officio* Director, Department of Youth Services and Sports, Government of West Bengal may, without prejudice to any other Civil / Criminal remedies, terminate the Contract and hold the signatory and / or the firm liable for all costs and damage for such termination.
4. The Commissioner & *Ex-officio* Director, Department of Youth Services and Sports, Government of West Bengal or his / her subordinates shall have unabridged right to inspect and supervise the day-to-day operation of the Agency, including the inspection of the canteen premises, to ensure maintenance of high quality standards conformity to the

Contract Specifications.

- 5 The contract for running the Canteen/Catering Services on operational contract on rental basis at the premises of Youth Hostels will be issued for 3 (three) year.
- 6 In case of withdrawing service, the selected agency may give six clear calendar months written notice to the Department of Youth Services & Sports or they may give a written intimation to the Department of Youth Services & Sports along with money receipts of advance rent for succeeding six month from the date of their withdrawing service.
- 7 The selected agency shall obtain Fire License from the competent authority within one month from the date of receiving work order.
- 8 A provision of a separate exit / entry point to the Canteen/Catering Services for ingress and egress of the visitors may be made.
- 9 Canteen/Catering Services will remain open and functional on days and for such hours as may be notified by the Department of Youth Services and Sports time to time.
- 10 Night stay inside the Youth Hostels will not be allowed under normal circumstances. However, if required, night stay may be allowed under specific instruction from the Department of Youth Services and Sports.
- 11 The waste materials so generated out of the running of the Canteen/Catering Services will be handled by the agency as per rules and guidance of Department of Youth Services and Sports, and existing local bodies. No waste material should be allowed to decompose or disposed off inside the Youth Hostel complex for maintaining ecological balance and no littering will be allowed under any circumstances. The agency will be responsible for elimination of the littering and penalty will be imposed for such deviation. The Department of Youth Services and Sports reserves the right to cancel the rent agreement in such cases.
- 12 All food / beverage should be served as per rules and regulations of Health Department, Government of West Bengal, Environment Department, Government of West Bengal.
- 13 Sufficient fire safety measures should be arranged by the agency and the agency should obtain Fire License from the Fire Department, Government of West Bengal.
- 14 The food / beverage items should have nutritious value and may be inspected daily by the concerned authority.
- 15 The selected agency shall be bound to comply with the requisition and/or direction of the Department of Youth Services and Sports.
- 16 The agency shall ensure that the employees engaged for the purpose are well trained, polite and free from communicable diseases. The employees should be well dressed in a uniform whose design shall have prior approval of the Department of Youth Services and Sports. Each employee shall wear a photo identity card provided by the agency and approved by

the Department of Youth Services and Sports. The agency shall furnish fitness certificates issued by the authorized medical attendant of the Government of West Bengal every six months and at the beginning of the employment in case of new employee / staff and shall also get verified their personal details from the Police Authorities. Each and every staff appointed by the agency should have Police Verification Certificate. The agency shall follow all statutes, rules and regulations that are applicable for such employment and employees. He will alone be liable for action under these rules and regulations. Drinking of alcohol and other prohibited intoxicated materials in the canteen premises and inside Youth Hostels is strictly prohibited.

- 17 Any lost and found belongings of the Visitors / staff shall be promptly handed over by the staff of the agency to the Officers of the Competent Authority.
- 18 The agency will be solely responsible for all payment and observance and compliance of relevant provision of laws / rules / regulations etc. in respect of his employees and the business or running the canteen/ catering services. The Department of Youth Services and Sports or his authorized representatives will have no liabilities whatsoever with regard to such statutory compliances and payments.
- 19 The agency shall maintain a suggestion and complaint book and the suggestion recorded therein will be given due consideration. Notice disclosing existence of this book will have to be displayed in English and Bengali at a prominent point within the Youth Hostels. This book must be readily available for inspection by the Department or his representative whenever called for.
- 20 The entire arrangement should be in pollution free manner. In case of any deviation, the contract shall also be liable to be cancelled.
- 21 The agency will be responsible for maintaining high standard of hygiene and cleanliness in the Canteen/ Catering Services, dining area and store room and for full observance of all relevant Act, rules and regulations of Government of India and Government of West Bengal in force. The selected agency shall not carry out any business other than running the Canteen/ Catering Services at the Youth Hostels under any circumstances.
- 22 The agency shall arrange to properly dispose off the waste and garbage generated in and incidental to the operations of the Canteen/ Catering Services as soon as possible. He shall also ensure that gratings are fixed in washing areas / sinks and water enters the sewer lines. Any blockages to the sewer lines has to be got rectified by the Contractor at his own cost.
- 23 The quality of food and beverage shall be subject to verification by the Department of Youth Services and Sports, Government of West Bengal or his authorized representative at any time. If the quality of food and beverage is not found to be satisfactory, the food and

beverage items shall be liable to be replaced at the cost of the agency. Further, if the food and beverage quality is found to be unsatisfactory frequently, the contract will be liable to immediate termination.

24 The agency shall get the daily menu for each month approved by the Department of Youth Services and Sports, Government of West Bengal at the beginning of each month specifying the items to be served on each day. The Department of Youth Services and Sports, Government of West Bengal may suggest subsequent changes in the menu in consultation with the agency.

25 Use of Polythene bags/ plastic cups shall be avoided in the premises. All plastic containers/ polythene pouches and all non biodegradable trash shall be segregated from biodegradable waste for appropriate disposal. The agency shall take all measures to dispose of the waste generated. In case the Competent Officer is not satisfied with disposal of waste, he shall be competent to get it disposed of at agency's risk and cost.

26 The stall, store space, equipments / implements etc. including the articles kept by the agency for cooking and serving of food and beverages shall remain open for inspection by the Department of Youth Services and Sports or his authorized representative(s) at any point of time.

27 Penalty Provision :

The agency shall also be liable for penalty upto Rs. 1000 per instance in cases such as the following:-

- a. Inappropriate behaviors of the agency / Staff.
- b. Inappropriate quality / quantity of food items.
- c. Improper use of Competent Authority's property and premises.
- d. Inappropriate service standards by the staff of the agency or stoppage of services.
- e. Not maintaining hygiene, cleanliness (except for reason beyond the control of agency like natural disasters etc.)
- f. Not maintaining the committed strength of manpower by the agency.
- g. Any other misconduct noticed by the Competent Officer or his subordinates.

No penalty will be imposed without giving proper and prior hearing of agency's view point. However, Competent Authority's decision will be final and binding with regard to the imposition and extent of penalty. The amount of penalty will be deducted from Security Deposit.

28 No sub-agency / sub-leasing / sub-renting will be allowed under any circumstances whatsoever. The agreement stands cancelled on detection of such circumstances.

29 The agency shall submit annual rent to the Department of Youth Services and Sports,

Government of West Bengal in advance of one working year by way of a bank draft drawn in favour of the Joint Secretary, Department of Youth Services and Sports, Government of West Bengal payable at Kolkata or any other way which will be communicated by the Joint Secretary, Department of Youth Services and Sports, Government of West Bengal.

- 30 The selected agency will have to enter into a Contract Agreement with the Department of Youth Services and Sports, Government of West Bengal on behalf of the Governor of West Bengal in a manner as mentioned in the Letter of Acceptance.
- 31 **Security Deposit** - The selected agency will have to deposit a sum of Rs. 3,00,000/- (Rupees Five Lakh) only in the form of Bank Draft in favour of 'YOUTH HOSTEL BOOKING DEPARTMENT OF YOUTH SERVICES ACCOUNT GOVERNMENT OF WEST BENGAL' payable at Kolkata as Security Deposit within 7 days from the date of issue of Letter of Acceptance of Tender or any other manner which will be communicated by the employer. However, the amount the amount already deposited as Earnest Money Deposit will be adjusted against the amount payable as Security Deposit. The amount so deposited will bear no interest and may be forfeited by the Department, Government of West Bengal at its option in case of breach of any of the terms and conditions on the part of the operator or any damage to the Youth Hostel premise.
- 32 **Forfeiture of Security Deposit:** If during the term of this Contract, the agency is in default of the due and faithful performance of its obligations under this contract, or any other outstanding dues by the ways of fines, penalties any recovery of any other amounts due to it, the Competent Authority shall, without prejudice to its other rights and remedies hereunder or at the Applicable Law, be entitled to call in, retain and appropriate the Deposit. Nothing herein mentioned shall debar the Competent Authority from recovering from the agency by a suit or any other means any such losses, damages, costs, charges and expenses as aforesaid, in case the same shall exceed the amount of the Security Deposit. After appropriating the deposits, the agency shall provide the amount appropriated at the earliest, but not later than 15 days from the date of appropriate, failing which the contract may be terminated at the risk and cost of the contractor.
- 33 **Return of Security Deposit:** All Security Deposit shall be retained until all disputes, if any, between both the parties have been settled to the entire satisfaction of the Competent Authority. The Deposit shall be returned to the agency by the Competent Authority provided that no outstanding claims of the Competent Authority on the agency.
- 34 The Department of Youth Services and Sports, Government of West Bengal reserves the right to postpone / modify / amend / cancel this NIEt or any part of this NIEt. Moreover the selection of operating agency does not entail any bidder to have the right to get engaged

through execution of formal Memorandum of Agreement.

- 35 The Department of Youth Services and Sports, Government of West Bengal also reserves the right to withdraw or cancel the offer / contract for running Canteen/ Catering Services in the premises of Youth Hostels at any point of time without furnishing any reason therefore.
- 36 **Disputes and Arbitration:** The Commissioner and *Ex-officio* Director, Department of Youth Services and Sports, Government of West Bengal and the agency shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract. If a dispute of any kind whatsoever that cannot be resolved the same shall be referred to the Additional Secretary /Principal Secretary/Secretary, Department of Youth Services and Sports, Government of West Bengal whose decision in this regard shall be final and binding to the agency.
- 37 **Indemnity :** The agency shall indemnify and keep indemnified the Commissioner and *Ex-officio* Director, Department of Youth Services and Sports, Government of West Bengal against all losses and claims for injuries and or damages to any person or property. The agency shall abide by and observe all statutory laws and regulations in matters of Labour Law, Factory Act, W.B. Fire Services Act, Explosive Act, Workmen Compensation Act, GST, Royalty, Excise Duty, Works Contract etc. and shall keep the Institute indemnified against all penalties and liabilities of every kind for breach of any such statute, ordinance or law/ regulations or Bylaws.
- 38 The agency shall not employ child labour. Payment to workers must be according to Minimum Wages Act.
- 39 **Insurance :** The successful bidder (agency) shall take third party insurance to cover any accident or accidents of any nature, for an amount as required for this type of work against damage / loss/ injury to property or persons or loss of life during the complete period of the contract. The agency will hand over a copy of the Insurance Policy to the Commissioner and *Ex-officio* Director, Department of Youth Services and Sports, Government of West Bengal before as specified in the contract. In case the agency fails to take insurance policy, the Commissioner and *Ex-officio* Director, Department of Youth Services and Sports, Government of West Bengal would arrange for the same at the cost of the agency otherwise the Department of Youth Services and Sports may terminate the contract at the risk and cost of the agency.
- 38 **Force Majeure:**
1. Definition
- a) For the purposes of this Contract, "Force Majeure" means an event which is beyond

the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such Party's Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2. No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, "due care" and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

3. Measures to be taken

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

4. Extension of Time

Any period, within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. This doesn't preclude the Department

from extending the time period of the assignment.

5. Consultation

Not later than thirty (30) days after the Successful Bidder, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

SCOPE OF WORK

1) Work includes providing catering and related services to the boarder and visitors of the Youth Hostels. The quality of services to be provided shall be of very high class similar to the other Govt. Guest Houses / Bhavans in West Bengal.

2) **Catering Services :**

Most of the staff and visitors arrive from different district from West Bengal. Though West Bengal meal system or thali has been popular, but many expect snack, Tiffin items like roti/ bread, different curry, tea, coffee, soft drinks etc.

Catering and related services will include the following:

- i. Daily Lunch and Tiffin etc. at the Dining Halls, teas/ coffee/ Snacks / Bengali snacks.
- ii. Maintenance of the Dining and Kitchen areas to meet safe and hygiene standards.
- iii. Upkeep, Arrangements and Internal Décor of the Dining Hall and Kitchen.
- iv. Any other catering related services for the Boarder and Visitors of Youth Hostels.

3) **Catering :**

- i. The Agency shall provide all the items in the prescribe rate as specified by Department of Youth Services and Sports, Government of West Bengal time to time.
- ii. At the request of the Agency, the Department of Youth Services and Sports, Government of West Bengal may revise the rate fixed for various items at the end of each calendar year. The Department of Youth Services and Sports, Government of West Bengal may revise the rates in consultation with the Contractor. The decision of the Department of Youth Services and Sports, Government of West Bengal would be final.
- iii. The Agency would bring necessary furniture, utensils, crockery and cutlery / thali / katori etc. as required for smooth functioning of the canteen. While procuring the crockery and cutlery the contractor would also take into consideration the choice of the Department of Youth Services and Sports, Government of West Bengal or authorized representative.
- iv. The Agency shall ensure that the food and beverage items served to the boader and visitors are of good quality, hygienically prepared using good quality of raw materials and having

good nutritional value. Any discomfort / illness / indisposition caused by the consumption of food and beverage item shall be viewed strictly and the Department of Youth Services and Sports, Government of West Bengal may terminate the contract without giving any notice to the contractor. The Agency alone shall be held responsible for any such discomfort / illness / indisposition caused to the staff and visitors.

- v. The Agency shall not serve or store alcoholic drinks or prohibited intoxicated goods or materials either in the Canteen/Catering Services on operational contract on rental basis at the premises of Youth Hostels.
- vi. The Agency shall prominently exhibit the schedule of prices of food and beverage items in the canteen premises in Bengali and English languages. The Agency shall also make available in the dining hall, the laminated menu cards giving particulars of the food items served and their rates. The Agency shall put in place a mechanism of feedback acceptable to the Joint Secretary, Department of Youth Services and Sports, Government of West Bengal.
- 4) Ordinarily, the Agency will raise bill and collect amounts for the catering and related service provided from the boarder and visitors directly.
- 5) With prior permission of the Department of Youth Services and Sports, Government of West Bengal, the contractor will be at liberty to add other facilities, utilities, equipments and inputs required for the preparation and service of food also for improving the catering services. The contractor may prepare and provide a list of such items as a part of the quotations documents.
- 6) The Agency shall be responsible for and shall ensure the proper utilization of the facilities provided without any manner of abuse or excess use. For any loss or damages to the premises, fittings, fixtures and equipments, recovery at replaceable value i.e. prevailing market rates would be deducted from the Contractor's Security Deposit amount and if required the material / item repaired or replaced at his cost.
- 7) Notwithstanding anything elsewhere provided herein the contract may be terminated if the contractor does not rectify any defect in the maintenance, upkeep, hygiene and cleanliness of the kitchen and / or equipment to a state satisfactory to the Department of Youth Services and Sports, Government of West Bengal within a reasonable period given to him. If hygiene standards are not met with after giving a notice, the contract may be terminated for want of capacity to meet stipulation. The competent authority may re-tender the contract at the risk and cost of the contractor who shall bind himself to meet the loss incurred for the remaining period of the contract.

- 8) **Feedback Mechanism:** The Agency will set up a mechanism for receiving complaints and feedback from staff and visitors on the designed format and forwarding it to the Department of Youth Services and Sports, Government of West Bengal.

Schedule

[Details of canteen (youth hostel wise)]

Sl. No.	District	Name of Youth Hostel	Area of Kitchen (Sq. ft.)	Area of Dinning (Sq. ft.)	Bed Capacity of Youth Hostel	Base Price (Rs.)
1.	Alipurduar	Madarihat Youth Hostel P.O-Madarihat, Dist-Alipurduar, Pin-735220	216	504	60	50,000.00
2.	Bakura	Bishnupur Youth Hostel Municipality Natun Pukur,1, K.M. High School More, Bishnipur, Bankura-722122	165	132	132	50,000.00
3.	Bakura	Susunia Youth Hostel Vill+P.O- Susunia, Dist-Bankura, Pin-722132	150	500	54	50,000.00
4.	Murshidabad	Lalbagh Youth Hostel (Annex.) Lalbagh, Murshidabad, Pin-742149	411.25	704	234	1,00,000.00
5.	Purulia	Purulia Youth Hostel Jila Yuba Kendra, Ranchi Road, P.O+Dist-Purulia, Pin-713101	168	740	113	75,000.00
6.	Purulia	Joychandi Pahar Youth Hostel, Beside Baghline Kalimandir,Raghunathpur,Purulia-723133	120	375	110	75,000.00
7.	Purulia	Ajodhya Pahar Youth Hostel Kuchrirakha, Hill Top, Ajodhya Pahar, Baghmundi,Purulia-723152	150	360	72	75,000.00
8.	South 24 Parganas	Gangasagar Youth Hostel Vill.+ PO-Gangasagar,P.S-Sagar,Dist-South 24 Parganas,Pin-743373	180	440	70	50,000.00
9.	South 24 Parganas	Bally Youth Hostel Basanti, South 24 Parganas	300	450	120	50,000.00
10.	Jalpaiguri	Matiali Youth Hostel Tia Bon, Chalsa,Mateli, Jalpaiguri-735206	414	874	87	1,00,000.00
11.	Paschim Bardhaman	Durgapur Youth Hostel	475	1200	196	75,000.00
12.	Nadia	Mayapur Youth Hostel	612	1489	116	50,000.00
13.	Nadia	Nabadwip Youth Hostel	132	360	114	50,000.00
14.	Malda	Multi Facility Centre	132	360	138	75,000.00
15.	Birbhum	Bolpur Youth Hostel Bolpur, Dak Banglow Math, Birbhum, Pin-731204	120	420	120	1,00,000.00

Format I

[see para I, sub-clause (2.5) of clause 2 of Instruction of Bidder]

Application

(On Company's letterhead)

From:

To :

Format II

[see para VI, sub-clause (2.5) of clause 2 of Instruction of Bidder]

STRUCTURE AND ORGANIZATION

1	Name of the Firm		
2	Type of Firm		
3	Contact Address:		
4	Name of the Contact Person		
5	Contact Number		
6	Email Address		
7	Date and Year of Incorporation		
8	Number of years of experience in similar work / service		
10	Turn Over of the Firm:	Year	Amount (Rs. Lakhs)
		2016-2017	
		2017-2018	
		2018-2019	
11	Number of years of experience in similar work / service with Govt., Semi-Govt or Govt. Undertakings(if any)		
12	Any other important information about the organization		

Note: In support of the information provided the bidder shall enclose the following :

1. Certificate of Incorporation, Memorandum of Association and Articles of Association In case of Private / Public Limited Company.
2. Audited Annual accounts during last 3 financial years.
3. Annual Turn Over of the bidder shall be duly certified by a Chartered Accountant.
4. Experience certificates or work order issued by competent authority.
5. Other/further document evidencing their statement.

Annexure – I

DEED OF LICENCE OR AGREEMENT

This DEED OF LICENCE OR AGREEMENT is made on this dayof
.....

BETWEEN

THE GOVERNOR OF WEST BENGAL represented by Commissioner and Ex-officio Director, Department of Youth Services & Sports, Government of West Bengal having its office at 32/1, B.B.D. Bag (South), Standard Buildings, Kolkata – 700 001.

..... (hereinafter referred to as First Party)

AND

..... represented by its proprietor
Shri....., S/o, by faith....., by occupation....., aged
aboutyears, having its office at

..... (hereinafter referred to as Second Party)

WHEREAS the Department of Youth Services & Sports invites e-Tender for quoting annual rent for running of Canteen on operational contract on rental basis at the premises within Youth Hostel, *vide* Department's Memo. No., Dated

WHEREAS the Second Party being interested attended in the e-tender process by quoting annual licence fee therein, within prescribe time limit as per advertisement;

WHEREAS the tender given / quoted by the Second Party has been selected as highest bidder by the 'Tender Selection Committee' on, formed by the Department;

NOW, the parties witnesses as follows:-

1. **Commencement of Agreement.**- This agreement shall come into force on the date of execution of this Agreement;
2. **Period of Agreement.**- This agreement shall be valid for 3 (three) years from the date of execution of this Agreement.
3. **Name of the Canteen.**- The name of the canteen shall be 'Canteen'. The Second Party may write their franchise name under the name of the Canteen as 'run by.....' in the sign board display in the front gate of the Canteen. No other sign boards or posters shall display in the premises of the Canteen.
4. **Payment.**- The Second Party shall pay, Rs. only per annum to the First Party. The agency shall submit annual rent to the Department of Youth Services and Sports, Government of West Bengal in advance of one working year by way of a bank draft drawn in favour of the First Party payable at Kolkata or any other way which will be communicated by the First Party.

5. **Electricity Charges.**– Electricity charges by installing a separate Electric Meter from WBSSEDCL/CESE for running the Canteen/Catering Services is to be borne by the First Party.

6. **Catering Services :**

Most of the boarder and visitors arrive from different district from West Bengal. Though West Bengal meal system or thali has been popular, but many expect snack, Tiffin items like roti/ bread, different curry, tea, coffee, soft drinks etc.

Catering and related services will include the following:

- i. Daily Lunch and Tiffin etc. at the Dinning Halls, teas/ coffee/ Snacks / Bengali snacks.
- ii. Maintenance of the Dining and Kitchen areas to meet safe and hygiene standards.
- iii. Upkeep, Arrangements and Internal Décor of the Dining Hall and Kitchen.
- iv. Any other catering related services for the Boarder and Visitors of the Youth Hostel,

7. **Catering :**

- i. The Second Party shall provide all the items in the prescribe rate as specified by First Party time to time.
- ii. At the request of the Second Party, the First Party may revise the rate fixed for various items at the end of each calendar year. The First Party may also revise the rates in consultation with the Second Party. The decision of the First Party would be final.
- iii. The Second Party would bring necessary furniture, utensils, crockery and cutlery / thali / katori etc. as required for smooth functioning of the canteen. While procuring the crockery and cutlery the contractor would also take into consideration the choice of the First Party or authorised representative.
- iv. The Second Party shall ensure that the food and beverage items served to the boarder and visitors are of good quality, hygienically prepared using good quality of raw materials and having good nutritional value. Any discomfort / illness / indisposition caused by the consumption of food and beverage item shall be viewed strictly and the First Party may terminate the contract without giving any notice to the Second Party. The Second Party alone shall be held responsible for any such discomfort / illness / indisposition caused to the staff and visitors.

- v. The Second Party shall not serve or store alcoholic drinks or prohibited intoxicated goods or materials either in the Canteen or in any place within the Youth Hostel Complex premises.
- vi. The Second Party shall prominently exhibit the schedule of prices of food and beverage items in the canteen premises in Bengali and English languages. The Second Party shall also make available in the dining hall, the laminated menu cards giving particulars of the food items served and their rates. The Second Party shall put in place a mechanism of feedback acceptable to the Joint Secretary, Department of Youth Services and Sports, Government of West Bengal.
- vii. Ordinarily, the Second Party will raise bill and collect amounts for the catering and related service provided from the boarder and visitors directly.
- viii. With prior permission of the First Party, the Second Party will be at liberty to add other facilities, utilities, equipments and inputs required for the preparation and service of food also for improving the catering services.
- ix. The Second Party shall be responsible for and shall ensure the proper utilization of the facilities provided without any manner of abuse or excess use. For any loss or damages to the premises, fittings, fixtures and equipments, recovery at replaceable value i.e. prevailing market rates would be deducted from the Second Party's Security Deposit amount and if required the material / item repaired or replaced at his cost.
- x. Notwithstanding anything elsewhere provided herein the contract may be terminated if the contractor does not rectify any defect in the maintenance, upkeep, hygiene and cleanliness of the kitchen and / or equipment to a state satisfactory to the First Party within a reasonable period given to him. If hygiene standards are not met with after giving a notice, the contract may be terminated for want of capacity to meet stipulation. The competent authority may re-tendered the contract at the risk and cost of the Second Party who shall bind himself to meet the loss incurred for the remaining period of the contract.

8. **Feedback Mechanism:** The Agency will set up a mechanism for receiving complaints and feedback from staff and visitors on the designed format and forwarding it to the Department of Youth Services and Sports, Government of West Bengal.

9. **Others:**

- I. A provision of a separate exit / entry point to the Canteen for ingress and

egress of the visitors may be made.

- II. Canteen will remain open and functional on days and for such hours as may be notified by the Department of Youth Services and Sports time to time.
- III. Night stay inside Youth Hostel Complex will not be allowed under normal circumstances. However, if required, night stay may be allowed under specific instruction from the Department of Youth Services and Sports.
- IV. The waste materials so generated out of the running of the Canteen will be handled by the Second Party as per rules and guidance of Department of Youth Services and Sports, Municipalities/Corporations. No waste material should be allowed to decompose of/ disposed off inside the Youth Hostel Complex for maintaining ecological balance and no littering will be allowed under any circumstances. The Second Party will be responsible for elimination of the littering and penalty will be imposed for such deviation. The Department of Youth Services and Sports reserves the right to cancel the rent agreement in such cases.
- V. All food / beverage should be served as per rules and regulations of Health Department, Government of West Bengal, Environment Department, Government of West Bengal and Municipalities/Corporations.
- VI. Sufficient fire safety measures should be arranged by the Second Party and they should obtain Fire License from the Fire Department, Government of West Bengal.
- VII. The food / beverage items should have nutritious value and may be inspected daily by the concerned authority.
- VIII. The Second Party shall be bound to comply with the requisition and/or direction of the First Party.
- IX. The Second Party shall ensure that the employees engaged for the purpose are well trained, polite and free from communicable diseases. The employees should be well dressed in a uniform whose design shall have prior approval of the First Party. Each employee shall wear a photo identity card provided by the agency and approved by the First Party. The Second Party shall furnish fitness certificates issued by the authorized medical attendant of the Government of West Bengal every six months and at the beginning of the employment in case of new employee / staff and shall also

get verified their personal details from the Police Authorities. Each and every staff appointed by the agency should have Police Verification Certificate. The Second Party shall follow all statutes, rules and regulations that are applicable for such employment and employees. They will alone be liable for action under these rules and regulations. Drinking of alcohol and other prohibited intoxicated materials in the canteen premises and inside Youth Hostel Complex is strictly prohibited.

- X. Any lost and found belongings of the Visitors / staff shall be promptly handed over by the staff of the Second Party to the Officers of the Department of Youth Services & Sports.
- XI. The Second Party will be solely responsible for all payment and observance and compliance of relevant provision of laws / rules / regulations etc. in respect of his employees and the business or running the Canteen. The Department of Youth Services and Sports or his authorized representatives will have no liabilities whatsoever with regard to such statutory compliances and payments.
- XII. The Second Party shall maintain a suggestion and complaint book and the suggestion recorded therein will be given due consideration. Notice disclosing existence of this book will have to be displayed in English and Bengali at a prominent point within the Canteen. This book must be readily available for inspection by the employer or his representative whenever called for.
- XIII. The entire arrangement should be in pollution free manner. In case of any deviation, the contract shall also be liable to be cancelled.
- XIV. The Second Party will be responsible for maintaining high standard of hygiene and cleanliness in the Canteen, dining area and store room and for full observance of all relevant Act, rules and regulations of Government of India and Government of West Bengal in force. The Second Party shall not carry out any business other than running the Canteen at the allotted space at Youth Hostel under any circumstances.
- XV. The Second Party shall arrange to properly dispose off the waste and garbage generated in and incidental to the operations of the Canteen as soon as possible. He shall also ensure that gratings are fixed in washing areas / sinks and water enters the sewer lines. Any blockages to the sewer lines has to be got rectified by the Contractor at his own cost.

- XVI. The quality of food and beverage shall be subject to verification by First Party or his authorized representative at any time. If the quality of food and beverage is not found to be satisfactory, the food and beverage items shall be liable to be replaced at the cost of the agency. Further, if the food and beverage quality is found to be unsatisfactory frequently, the contract will be liable to immediate termination.
- XVII. The Second Party shall get the daily menu for each month approved by First Party at the beginning of each month specifying the items to be served on each day. The First Party may suggest subsequent changes in the menu in consultation with the agency.
- XVIII. Use of Polythene bags/ plastic cups shall be avoided in the premises. All plastic containers/ polythene pouches and all non biodegradable trash shall be segregated from biodegradable waste for appropriate disposal. The Second Party shall take all measures to dispose of the waste generated. In case the Competent Authority is not satisfied with disposal of waste, he shall be competent to get it disposed of at agency's risk and cost.
- XIX. The stall, store space, equipments / implements etc. including the articles kept by the agency for cooking and serving of food and beverages shall remain open for inspection by the Department of Youth Services and Sports or his authorized representative(s) at any point of time.
- XX. Penalty Provision :**
The agency shall also be liable for penalty upto Rs. 1000 per instance in cases such as the following :-
- a. Inappropriate behaviours of the agency / Staff.
 - b. Inappropriate quality / quantity of food items.
 - c. Improper use of Competent Authority's property and premises.
 - d. Inappropriate service standards by the staff of the agency or stoppage of services.
 - e. Not maintaining hygiene, cleanliness (except for reason beyond the control of agency like natural disasters etc.)
 - f. Not maintaining the committed strength of manpower by the agency.
 - g. Any other misconduct noticed by the Competent Officer or his subordinates.

No penalty will be imposed without giving proper and prior hearing of the Second Party's view point. However, the First Party's decision will be final and binding with regard to the imposition and extent of penalty. The amount of penalty will be deducted from Security Deposit.

XXI. No sub-agency / sub-leasing / sub-renting will be allowed under any circumstances whatsoever. The agreement stands cancelled on detection of such circumstances.

10. **Security Deposit** - The selected agency will have to deposit a sum of Rs. 5,00,000/- (Rupees Five Lakh) only in the form of Bank Draft in favour of the First Party payable at Kolkata as Security Deposit within 7 days from the date of execution of this agreement. The amount so deposited will bear no interest and may be forfeited by the Sports Department, Government of West Bengal at its option in case of breach of any of the terms and conditions on the part of the operator or any damage to the Canteen.
11. **Forfeiture of Security Deposit:** If during the term of this Contract, the Second Party is in default of the due and faithful performance of its obligations under this contract, or any other outstanding dues by the ways of fines, penalties any recovery of any other amounts due to it, the First Party shall, without prejudice to its other rights and remedies hereunder or at the Applicable Law, be entitled to call in, retain and appropriate the Deposit. Nothing herein mentioned shall debar the First Party from recovering from the agency by a suit or any other means any such losses, damages, costs, charges and expenses as aforesaid, in case the same shall exceed the amount of the Security Deposit. After appropriating the deposits, the Second Party shall provide the amount appropriated at the earliest, but not later than 15 days from the date of appropriate, failing which the contract may be terminated at the risk and cost of the contractor.
12. **Return of Security Deposit:** Security Deposit shall be retained until all disputes, if any, between both the parties have been settled to the entire satisfaction of the First Party. The Deposit shall be returned to the Second Party by the First Party, provided that no outstanding claim remains of the First Party on the Second Party.
13. The Department of Youth Services and Sports, Government of West Bengal also reserves the right to withdraw or cancel the offer / contract for running Canteen at

..... Youth Hostel, at any point of time without furnishing any reason therefor.

14. **Disputes and Arbitration:** The First Party and the Second Party shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract. If a dispute of any kind whatsoever that cannot be resolved the same shall be referred to the Principal Secretary, Department of Youth Services and Sports, Government of West Bengal whose decision in this regard final and binding to the agency.
15. **Indemnity** : The agency shall indemnify and keep indemnified the First Party against all losses and claims for injuries and or damages to any person or property. The Second Party shall abide by and observe all statutory laws and regulations in matters of Labour Law, Factory Act, W.B. Fire Services Act, Explosive Act, Workmen Compensation Act, GST, Royalty, Excise Duty, Works Contract etc. and shall keep the Institute indemnified against all penalties and liabilities of every kind for breach of any such statute ordinance or law/ regulations or Bylaws. The Second Party shall not employ child labour. Payment to workers must be according to Minimum Wages Act.
16. **Insurance** : The Second Party shall take third party insurance to cover any accident or accidents of any nature, for an amount. As required for this type of work against damage / loss/ injury to property or persons or loss of life during the complete period of the contract. The Second Party will handed over a copy of the Insurance Policy to the First Party before as specified in the contract. In case the agency fails to take insurance policy, the First Party would arrange for the same at the cost of the Second Party otherwise the Department of Youth Services and Sports may terminate the contract at the risk and cost of the agency.
17. **Exit Management:**
 - 1) At the end of the contract period or during the contract period or contract termination, if any other agency is identified or selected for providing services related to RFP's scope of work, the bidder shall ensure proper and satisfactory Transition is made to the other agency.
 - 2) All risk during transition stage shall be properly documented by bidder and mitigation measures are planned in advance so as to ensure smooth transition without any service disruption.

- 3) Bidder shall provide necessary handholding and transition support. 4. Bidder to provide shadow support for at least one month and secondary support for further one month after the termination of contract, as applicable at no additional cost.
- 4) Bidder shall close all critical open issues as on date of exit. All other open issues as on date of Exit shall be listed and provided the Department.
- 5) The bidder shall provide all knowledge transfer of the system to the incoming agency.

38 Force Majeure:

- a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such Party's Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2 No Breach of Contract

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, "due care" and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

3 Measures to be taken

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party of

such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

4 Extension of Time

Any period, within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. This doesn't preclude the Department from extending the time period of the assignment.

5 Consultation

Not later than thirty (30) days after the Successful Bidder, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

SCHEDULE

District, Police Station, Covered area of sq.m. (.....sq.ft.) for restaurant including kitchen, store room and open area of sq.m. (..... sq.ft.), mark as Canteen of the Youth Hostel,..... under Department of Youth Services & Sports, Government of West Bengal.

IN WITNESSES WHEREOF the parties of the Deed put their respective signature and designations.

.....
(Commissioner & Ex-officio Director)
Department of Youth Services & Sports
32/1, B.B.D. Bag (South)
Standard Buildings
Kolkata -700001
(First Party)

(.....)

.....

on behalf of

.....

(Second Party)

Witnesses :

(1)

(2)