



NEW TOWN KOLKATA DEVELOPMENT AUTHORITY

(A Statutory Authority under Government of West Bengal)

3, Major Arterial Road • New Town • Kolkata – 700156

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Memo.No. 626 /1(10)/ NKDA / Engg – 36 / 2010 (X)

Date: 07/02/2020

NOTICE INVITING EXPRESSION OF INTEREST (EOI)

Notice Inviting Expression of Interest (EOI) No. WBNKDA/02/EOI/EE-I/NKDA/2019-20

Executive Engineer – I, New Town Kolkata Development Authority invites item rate e-Tender (EOI) in online e-Tendering process for the intention to operate the Restaurant on “Leave & License basis” and to meet the rising demands for good eateries, New Town Business Club (NTBC), at Street No.90, New Town, Kolkata – 700156, under the aegis of New Town Kolkata Development Authority (NKDA) invites online tender from responsible, resourceful and bonafide Proprietorship Firm/ Partnership Firm/ Indian Company incorporated under Companies Act., 2013 or erstwhile Companies Act. Registered NGO/ Trust/ Cooperative Society/ Agencies/ Retailers/ Franchisees of outlet chains having credentials for similar type of work as mentioned below against a Reserve Rent through e-Tender (NIeT) procedure, for operation of a Cafeteria with closed Air Conditioned space measuring approximately 900 Sq. Ft. at New Town Business Club on monthly rental basis

Sl. No	Name of the Work	Reserve Monthly Rent (inclusive of GST @ 18%)	Earnest Money (Rs.)	Price of Tender Documents (Rs.)	Period of Rent
01	Leasing out of the Cafeteria (with a measurement of more or less 900 Sq. Ft.) on “Leave & License basis” at 1st Floor of Annex building of New Town Business Club.	Rs.57,348/- (Rs.48,600/- + GST Rs.8,748/-)	Rs.11000.00 (Eleven thousand)	1,005.00 Each set. To be paid only by the successful bidder during the time of agreement	11 (eleven) months

Background:

New Town Business Club or NTBC an initiative of NKDA has started functioning from 26/07/2016 and by this time of its journey it has above 2600 members and their families. NTBC has been able to arrange various outdoor and indoor games like Lawn Tennis, Badminton, Swimming, Table Tennis, Snooker and over and above Gym, facilities for upholding physical fitness of its members, Cultural Functions on Saturdays / Sundays, on special occasions. Members use all facilities to the maximum and attend the cultural and other events in huge numbers.

Scope of work & Activities:

The successful Bidder/Agency will have to run the Cafeteria, i.e., selling of food cooked in the specified kitchen area as well as ready foods, confectionary and non-alcoholic, non-intoxicating beverages for the period specified in this Notice against **payment of monthly rent of entire license period to this authority.**

The Area of the Restaurant and location is as follows:

Location	Carpet Area (in Sq. Ft.)
Over 1 st Floor of Annex Building within the premises of New Town Business Club at Street No.70, New Town, Kolkata.	900 (more or less)

General Terms and Conditions:

A. The successful Bidder on written intimation shall have to enter into a formal Deed of Contract in duplicate. The Bidder shall be bound by the terms and conditions of Contract to be executed along with the specifications as enumerated in the NlET along with enclosures, Special Terms & Conditions, if any, and schedule of works etc. which will form part and parcel of the contract.

B. The Bidder shall, after the agreement with New Town Business Club, shall deposit the entire 11(eleven) months rental plus GST as applicable as advance, at the beginning and within ten working days from the date of agreement

C. i) That the entire amount of Earnest Money Deposit of Rs. 11,000/- (Rupees eleven thousand) submitted by the successful Bidder will be adjusted with the rent payable. Earnest Money Deposit of unsuccessful Bidder will be refunded after completion of the tender process.

ii) The amount so converted will bear no interest and may be forfeited to the NKDA at its option in case of breach of any of the terms and conditions on the part of the operator. Such security deposit will be refunded after successful completion of the contract period.

G. The Restaurant shall continue to remain under the ownership and possession of NTBC.

H. i) The successful Bidder shall be responsible to run the Restaurant with its own employees. He should run the Restaurant with all necessary equipment for cooking, heating, grinding, serving etc. Any addition or alteration in the allotted space is not permitted except for interior decoration work for which written consent of the NKDA should be obtained beforehand. If any damage to the premises is caused due to negligence or any activity of the Intending Bidder, he will have to make good such damage at his own cost. If any violation of this condition is detected, it will be considered as a breach of the contract and it will entail the agreement liable to be cancelled forthwith.

ii) The successful Bidder shall engage and deploy at his cost, adequate numbers of whole time qualified personnel for smooth and proper execution of the work The Intending Bidder shall ensure that staff engaged for the purpose are well trained polite and free from communicable diseases.

iii) That the staff should be well dressed in a uniform whose design shall have prior approval of the NKDA authority or his authorised representatives) each employee shall wear a photo identity card to be provided by the Intending Bidder and approved by NKDA.

I. i) The Restaurant will remain open from 07.00 am to 11.00 p.m. However such timing is subject to change from time to time by NKDA depending upon seasonal suitability if it considers it necessary.

ii) Night stay inside the Restaurant is strictly prohibited.

J. i) That the waste materials so generated out of running of the Restaurant will be handled by the INTENDING BIDDER as per rules and guidelines of New Town Kolkata Development Authority for collection by its Solid Waste management staff from a particular point as decided by it (NKDA). There should be system of separation of bio-degradable/food waste and non bio-degradable/recyclable wastes. No waste material should be allowed to decompose or disposed of either inside the Restaurant or the adjacent area outside the Restaurant for keeping the area clean and pollution free. No littering will be allowed under any circumstances.

ii) The successful Bidder will be responsible for elimination of the littering and penalty will be imposed for such deviation. NKDA reserves the right to cancel the rent agreement in such cases.

iii) The successful Bidder will be responsible for maintaining high standards of hygiene and cleanliness in the Restaurant and for full observance of all relevant regulations of Government /NKDA. The **Intending Bidder shall not carry out any business within the premises/ site of the restaurant other than running the Restaurant under any circumstances.**

K. i) That all materials should be used as per rules and regulations of Health Department, Government of West Bengal, Environment Department Government of West Bengal and NKDA.

ii) The food items should have nutritious value and shall be subject to verification by the officials of NKDA or of Health department /Consumer Affairs Department, Government of West Bengal or representatives of any other competent authority at any time. If the quality of food is not found to be satisfactory, the food items shall be liable to be replaced at the cost of the Bidder. Further if the food quality is found to be unsatisfactory repeatedly, the contract will be liable to immediate termination.

iii) The Intending Bidder shall have to arrange to display conspicuously “ala carte menu” for general information of the public.

iv) That the entire arrangement should be in pollution free manner. In case of any deviation, the contract shall also be liable to be cancelled.

L. The successful Bidder will be solely responsible for all payments and observance and compliance of relevant provision of laws/rules/regulations etc. in respect of his employees and the business of running the Restaurant. NKDA or its authorised representatives will have no liabilities whatsoever with regard to such statutory compliances and payments.

M. The successful Bidder 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 Cluster of food stall. This book must be readily available for inspection by the NKDA officials whenever called for.

N. Consumption or sale of alcohol and tobacco or pan masala or any other intoxicant in the Restaurant is strictly prohibited and in the event of violation of this directive, the Agreement will be liable for termination.

O. The Restaurant including store space, equipment/ implements etc, including then articles kept by Intending Bidder for serving of food and beverages shall remain open for inspection by the NKDA or its authorised representative (s) at any point of time.

P. That cooking will be allowed only with use of non-domestic cooking gas, i.e., non-domestic LPG only inside the kitchen area of the Restaurant. Preservation of any inflammable article other than non-domestic cooking gas is not allowed. Use of domestic cooking gas/kerosene/coal/electricity /any other item as a cooking medium is strictly prohibited and if found so on inspection by NKDA or any other authority competent to inspect, the agreement will be liable to be cancelled forthwith.

Q. That NKDA will only provide the space of Restaurant, water and electricity connections. All recurring costs for running the Restaurant and charges for water and electricity consumption will have to be borne by the Intending Bidder himself.

R. The successful Bidder will have to do all minor repairs at his own cost after obtaining prior written approval of NKDA.

S. That in case of any major repairs work undertaken by NKDA for any reasons the Intending Bidder will have to vacate the premises and simultaneously arrange for an alternative accommodation by him at his own cost and NKDA will not entertain any claim whatsoever in this regard.

T. That at the end of the contract period, the premises is to be handed over by the Intending Bidder to NKDA at its original form.

U. That sub-letting of the Restaurant either in full or part by the Intending Bidder is strictly prohibited and if found so, the Agreement is liable to be terminated including imposition of penalties as determined by the NKDA

V. The Intending Bidder shall have to comply with all the provisions of West Bengal shops and Establishment Act 1963 while running the Restaurant.

W. Upon breach of any of the terms and conditions as detailed in this e-tender by the Successful Bidder NKDA may issue a notice in writing, determine and put end to the contract, to be entered into, without prejudice to the right of the NKDA to claim damages for antecedent breaches thereof on the part of the Successful Bidder and also to reasonable compensation for the loss occasioned by the failure of the Successful Bidder to fulfil the terms and conditions of this Agreement as certified in writing by NKDA which certificate shall be conclusive evidence of the amount of such compensation payable by the Successful Bidder to the NKDA.

X. In the event of any dispute or differences, whatsoever arising in connection with any terms & condition or guideline relating to meaning and interpretation subsequently including any alleged breach thereof, the same shall be referred to the Chairman, NKDA and his decision will be considered final.

Y. For any disruption of running the Restaurant for any reason beyond the control of NKDA, it (NKDA) shall not be bound to pay any compensation or compensate any loss of profit for any reason whatsoever if claimed by the BIDDER.

Z. The Intending Bidder agrees to indemnify, hold harmless, defend and protect NKDA officers, Directors, agents and employees from and against any and all claims losses, damages, demands liabilities, suits, costs, expenses (including attorney's fees) penalties judgments, or obligations whatsoever for or in connection with injury (including death) or damage to any person or the loss or damage of property to whomsoever, belonging or pecuniary or monetary loss resulting from arising out of or in any way related to activity conducted by or the omissions of Bidder.

- 1) In the event of e-filing, intending bidder may download the tender documents from the website <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate. All the bidders will have to submit On-line Earnest Money & necessary 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).
 - (i) **Net Banking** (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI bank payment gateway.
 - (ii) **RTGS / NEFT** through bank account in any bank. The EMD shall be deposited in favour of **"New Town Kolkata Development Authority"** payable at **"Kolkata"**.
- 2) Both **Technical Bid** and **Financial Bid** are to be submitted concurrently duly digitally signed in the website <http://wbtenders.gov.in>
- 3) Tender documents may be downloaded from website and submission of Technical Bid and Financial Bid will be done as per Time Schedule stated in Sl. No. 14 of this NIeT.
- 4) The **FINANCIAL OFFER** of the prospective qualified Bidder(s) will be considered only if the **TECHNICAL BID** of the Bidder(s) is found qualified by competent authority of New Town Kolkata Development Authority. The decision of the competent authority of New Town Kolkata Development Authority will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.

5) **Eligibility criteria for participation in the tender:-**

A. Basic eligibility criteria

- a) Be a sole Proprietorship Firm/ Partnership Firm/ Indian Company incorporated under Companies Act., 2013 or erstwhile Companies Act. Registered NGO/ Trust/ Cooperative Society/ Agencies/ Retailers/ Franchisees of outlet chains, having valid license of selling food (cooked / packed) items satisfactorily completed (as prime contractor) similar nature of work during the last 5 (five) years, having magnitude of at least **Rs. 3.00 (three) lakh**. Authentic documents in original of the work will have to be submitted in support of the above credential as non-statutory documents. Signed documents must be submitted/uploaded along with the bid.
- b) Possess requisite well established infrastructure to carry out the work, possession of qualified cook and other supervisory and non-supervisory staff, sufficient resourcefulness with adequate equipment, furniture, tools, support and sundries or sufficient financial resourcefulness and solvency to acquire all these required for proper execution of the work.
- c) Have sufficient financial resourcefulness and solvency to undertake the work.
- d) **Joint Ventures/MOU will not be allowed.**
- e) **Credential and Documents:**

The intending bidder should submit the following-

- i) a) Valid Trade License issued by a competent authority,
(b) Valid GST registration certificate,
(c) PAN issued by Income Tax Authority,
(d) FSSAI Certificate must be produced within one month of the date of executing agreement.
(e) Valid Pan Card.
(f) Income Tax Acknowledgement Receipt for the last three Assessment year.
(G) P.T. Deposit Challan for the year 2019-2020.

Documentary evidence should be provided in support of the above.

B. Annual Turnover

The organization should preferably have an average annual turnover of **Rs.15 (Fifteen) lakh** for the last three financial years. A certified document issued by a chartered accountant stating the net worth and average annual turnover of the bidder has to be submitted.

- 6) The offer shall remain valid for 180 days from the date of opening of the tender. The rate will be fixed for one year from the date of issuance of work order.

7) Date and Time Schedule:

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	07/02/2020
2.	Date & time for visiting / inspection the site	From 08/02/2020 to 22/02/2020 from 2:00P.M. to 6.00 P. M. except Monday.
2	Documents download start date (Online)	07/02/2020 from 6:00P.M.
3	Documents download end date (Online)	22/02/2020 upto 6:00P.M..
4.	Pre-Bid Meeting	13/02/2020 at 2.00 P.M.in office of The General Manager, New Town Business Club
5.	Bid submission start date (Online)	07/02/2020 from 6:00P.M.
6.	Bid submission closing date (Online)	22/02/2020 upto 6:00P.M..
7.	Bid opening date for Technical Proposals (Online)	24/02/2020 at 6:00P.M..
8.	Last Date of uploading list for Technically Qualified Bidder(online)	Will be intimated in due course
9.	Date for opening of Financial Proposal (Online).	Will be intimated in due course

- 8) (a) Bid Security Money for the successful Bidder will be retained and converted as Initial Security deposit.
(b) The security deposit for the original work of the successful Bidder will be refunded after defect liability period as stipulated in relevant clause of the tender document.
- 9) The Bidders are bound by the terms & conditions of WBF 2911(ii) along with specification, notice for calling Tenders, Special terms & condition, Information to Bidders, Schedule of works etc, which forms a part and parcel of this contract.
- 10) Income Tax and others Taxes as admissible will be deducted as per Govt. orders issued from time to time and would be applicable on the date of making payment of the bills. Building & other construction workers cess @ 1.0% will be deducted from progressive bills in pursuance with G.O. no. 599A/ 4M – 28 / 06 dated 27/09/2006. The rate quoted would remain same throughout the period of contract and should be inclusive of **all taxes** including GST which are and will also be applicable during the entire tenure of the contract.
- 11) The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting Tender, before submitting offer with full satisfaction. The cost of visiting the site, shall be at his own expenses.
- 12) The intending Bidders shall clearly understand that whatever may be the out come of the present invitation of Bids, no cost of Bidding shall be reimbursable by the Department. New Town Kolkata Development Authority reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any reimbursement of any cost that might have been incurred by any Bidder at any stage of Bidding.
- 13) Prospective applicants are advised to note carefully the eligibility criteria before tendering the bids.
- 14) **Conditional / Incomplete tender will not be accepted under any circumstances.**

- 15) **The intending Bidders are required to quote the rate *online*.**
- 16) Contractor 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 of the notification thereof or any other laws relating thereto and the rules made and order issued there under from time to time.
- 17) During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect / manufactured / fabricated, that bidder would not be allowed to participate in the tender and that application will be rejected without any prejudice.
- 18) Before issuance of WORK ORDER, the Tender Inviting Authority may verify the credential and other documents of the Highest Bidder in original, if found necessary. After verification if it is found that the documents submitted by the Highest Bidder is either manufactured or false in that case work order will not be issued in favour of the said Bidder under any circumstances and his/their offer will be treated as cancelled.
- 19) If any discrepancy arises between two similar clauses on different notification, the clause superseding others will be solely as per the discretion of the Tender inviting authority.
- 20) The successful Bidder whose tender is accepted shall make formal agreement in WBF 2911 (ii) along with bid documents in triplicate, within 7 (seven) days from the date of issue of LOI cum acceptance order by Executive Engineer – I, New Town Kolkata Development Authority on payment of usual charges which is non-refundable under any circumstances and submit the same duly signed by him/them to this office. If the contractor fails to perform the formalities within the specified period the Tender is liable to be cancelled and the Earnest Money will be forfeited as per relevant clauses under memorandum of WBF 2911(ii).
- 21) **Qualification criteria:**
The tender inviting and Accepting Authority will determine the eligibility of each bidder. The bidders shall have to meet all the minimum criteria as stipulated in relevant clauses of this NIeT.

The eligibility of a bidder will be ascertained on the basis of the document(s) submitted in support of the minimum criteria. If any document submitted by a bidder is either manufactured or false, in such cases the eligibility of the bidder / Bidder will be rejected at any stage without any prejudice to take any penal action against him/them as may be deemed fit by the Tender Accepting Authority.
- 22) **No. price preference and other concession will be allowed as per order no 8648 – F(T) dated 12.10.2012.**
- 23) In case of any inadvertent typographical mistake in the specific price schedule of rates, the same will be treated to be so corrected as to confirm with the prevailing relevant schedule of rates and/or technically sanctioned estimate.
- 24) The address as furnished by the contractor shall be deemed as the postal address of this office. Any notice or instruction to be given to the contractor under the terms of contract shall be deemed to have been served if it has been delivered to his authorized agent (on the strength of authorization) or representative or sent by registered letter to his official address as furnished.

- 25) Arbitration clause of WBF 2911(ii) stands deleted, notwithstanding whatever has the object of deletion of Clause-25 from the Contract Form of WBF-2911(ii), the parties entering into the agreement pertaining to this NIeT, if so desire, may go for money suit for any dispute in his / there opinion arising out of this contract and he/ they may file such suit in any court of law situated in Kolkata proper in the district of West Bengal.
- 26) Any Corrigendum, notification in connection to this NIeT will be published in the official website of New Town Kolkata Development Authority (www.nkdamar.org) as well as <https://wbtenders.gov.in>. The applicants are requested to please follow the websites for such notifications, corrigendum etc.

**Executive Engineer-I
New Town Kolkata Development Authority**

Memo.No. 626 /1(10)/ NKDA / Engg – 36 / 2010 (X)

Date: 07/02/2020

Copy forwarded for information to:-

1. Chief Executive Officer, New Town Kolkata Development Authority.
2. Chief Engineer, New Town Kolkata Development Authority.
3. Administrative Officer – I, New Town Kolkata Development Authority
4. Finance Officer, New Town Kolkata Development Authority.
5. General Manager, New Town Business Club
6. Assistant Engineer – I, New Town Kolkata Development Authority
7. Estimator/ Sr. Accountant / Cashier, New Town Kolkata Development Authority.
8. P.A to the Hon'ble Chairman, New Town Kolkata Development Authority.
9. Office Notice Board.
10. Official Website of New Town Kolkata Development Authority (www.nkdamar.org)

**Executive Engineer-I
New Town Kolkata Development Authority.**