



NEW TOWN KOLKATA DEVELOPMENT AUTHORITY

(A Statutory Authority Under Government of West Bengal)
3, Major Arterial Road, New Town, Kolkata - 700 156

Memo No. 5437 /NKDA/Admn-899/2018

Dated : 20/11/2018

NOTICE INVITING e-TENDER

NOTICE INVITING e-TENDER No. NKDA/17/ADMN of 2018

Since New town Kolkata is developing rapidly as a new city with a huge inflow of residents and other visitors to this day, NKDA has constructed a two storied building at the 1st Rotary of Major Arterial Road at New Town Kolkata – 700156 with restaurant on top floor (measurement of the Restaurant is more or less 70 Sq. Mtr.) and pay and use toilets on ground floor to meet the rising demands for good eateries as well as to ensure clean and hygienic environment in the surroundings.

Accordingly with the intention to operate the Restaurant (measurement of the Restaurant is more or less 70 Sq. Mtr.) on “Operation and maintenance contract basis” and for the purpose cited above, the Administrative Officer, New Town Kolkata Development Authority invites online tender from responsible, resourceful and bonafide Individuals/Firms/Companies having credentials for similar type of work as mentioned below against a Reserve Rent through e-Tender (NIEt) procedure.

Schedule

Sl. No	Name of the Work	Reserve Monthly Rent	Earnest Money	Period of completion
01	Leasing out of the Restaurant (with a measurement of more or less 70 Sq. Mtr.) on “Operation and maintenance contract basis” at 1st Rotary of Major Arterial Road under New Town Kolkata Development Authority	Rs.71472.00	Rs.100000.00 (One Lakh)	5 (Five) years

1) Intending bidder shall have to download the tender documents from the website directly with the help of Digital Signature Certificate. All the bidders shall have to deposit **Earnest Money of Rs. 100000/- (Rupees one lakh) only** through the following payment modes as per Finance Department Order No.3975-F(Y) dt.28th July, 2016:

(i) **Net Banking** (any of the Banks listed in the ICICI Bank Payment Gateway) in case of payment through ICICI Payment Gateway.

(ii) **RTGS/NEFT** in case of Offline Payment through Bank Account in any Bank. The EMD shall be deposited in favour of “**New Town Kolkata Development Authority**” payable at “**Kolkata**”. **Clause-15.Fi** of this NIEt is to be read simultaneously. No hard copy of EMD will be allowed for participating in the Bidding process.

2) i. Both Technical Bid and Financial Bid are to be downloaded from and submitted concurrently, duly digitally signed, in the website <http://wbtenders.gov.in>. as per the Date & Time indicated at **Clause-20, ‘Important Dates & Time’** of this NIEt.

ii. **Rate of monthly rent should be quoted excluding GST.** It should be quoted online both in words and figures. Scope of Work detailed at Clause-14 of this NIEt as well as all other terms & conditions of this NIEt should be read carefully before quoting rate.

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iii) The Intending Tenderer may visit the premises/site of the Restaurant on any Govt. working day in consultation with the Administrative Officer, NKDA for on spot assessment of the premises/site and all other aspects which may influence the work. All cost for inspection of site and understanding the work including any cost for planning of various aspects, to be borne by bidders themselves.

iv) The Technically eligible tenderer who offers the highest Financial Bid above the Reserve Monthly Rent as mentioned in the "Schedule" of this NIEI will be selected. However NKDA reserves the right to reject any or all of the bids.

v) **The Intending Bidder should quote/ offer a rate of Monthly Rent (excluding GST) of the restaurant higher than the Reserve Monthly Rent i.e., Rs.71,472/- (Rupees seventy one thousand four hundred seventy two) mentioned at Schedule at page-1 hereinbefore.** The Financial Bid/ offer shall remain valid for 180 days from the date of opening of the tender.

3) The **Financial Offer** of the prospective qualified Intending Tenderer(s) will be considered only if the **Technical Bid** of the tender (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.

4) **Eligibility Criteria for participation in the tender:**

- a) Be a sole Proprietorship Firm or a Partnership Firm or a Private or Public Ltd. Co. or a Public Sector Undertaking or a Statutory Body or a Co-operative Society registered with appropriate authority, having valid license of selling food (cooked / packed) items. 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) **No one who has a Shop/ Outlet/ Restaurant/ etc. allotted by NKDA/ WBHIDCO will be eligible to bid.**

5) **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) Food & Beverages License from the appropriate authority,
 - (e) Other statutory license / registration as applicable for this type of service.
 - (f) Prof. Tax Registration and Deposit Challan for the current period are to be uploaded / submitted as non-statutory documents.
- ii) Registration Certificate of Co-operative Society from appropriate authority / Registered Partnership Deed, for Partnership Firms only along with Power of Attorney since executed under any Judicial Magistrate / First Class Magistrate / Certificate of incorporation and Article of Association and Memorandum of Association of a Ltd. company shall be uploaded / furnished as non-statutory documents.

6) **Joint Venture / MOU will not be allowed. No Conditional offer will entertained and shall be deemed as 'informal'.**

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- 7) The right is reserved by NKDA to revise or amend the tender documents prior to the date notified as the last date for submission of tender or also to extend such dates. Such revisions, amendments or extension shall be duly notified, which shall also form part of tender documents.
- 8) **The indenting Tenderer should fully understand the contents of the tender document in right spirit. Any post claim due to insufficient knowledge on any count, shall not be entertained and such deficiency shall not come in way of proper and timely progress of work.**
- 9) NKDA reserves the right to reject any or all of the bids/ tenders without assigning any reason whatsoever and no challenge against such rejection will be entertained. The tenderer will not be entitled to any compensation for such rejection tender / bid.
- 10) In case of sudden closure of office due to reasons beyond the control of the undersigned, the last date and time as indicated hereinafter under the **Clause-20, 'Important Dates & Time'** will automatically be deferred to the next working day without further notice.
- 11) Participation in the tender process deems that the applicant is fully agreeable to abide all the terms and conditions as stated in this notice inviting tender.
- 12) Any notice or instruction to be given to the participants under the terms of this NIeT shall be deemed to have been served if it has been delivered to his authorized agent (on the strength of authorisation) or representative or sent by speed post to his address as furnished.
- 13) Any corrigendum regarding this NIeT before the last date of submission of tender/ bid will be uploaded in the website www.wbtenders.gov and www.nkdamaar.org along with publication in the office notice board. The intending tenderers are requested to visit the website for any updation etc. in this regard.

14) Scope of Activities:

The successful Bidder/Agency will have to run the Restaurant, 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 to this authority.

The Area of the Restaurant and location is as follows:

Location	Carpet Area (in Sq. M.)
Over 1 st Floor of Pay & Use Toilet (Sulabh International) at 1 st Rotary on Major Arterial Road, New Town, Kolkata.	70.00 (more or less)

15) General Terms and Conditions:

- A.** The successful Tenderer on written intimation shall have to enter into a formal Deed of Contract in duplicate. The tenderer shall be bound by the terms and conditions of Contract to be executed along with the specifications as enumerated in the NIeT along with enclosures, Special Terms & Conditions, if any, and schedule of works etc. which will form part and parcel of the contract.
- B.** The Tenderer shall at the beginning of each month within the first 7 (Seven) working days deposit the monthly rent in advance plus Taxes as applicable from time to time.
- C.** The monthly rent will be **enhanced by 5% after completion of each year**. Monthly rent will be payable from the actual date of handing over of the possession of the Restaurant.

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D. The Tenderer shall pay the monthly rent plus the Service Tax as applicable from time to time in advance to NKDA within first 7 (Seven) working days of the concerned month to the counters of Syndicate Bank, New Town Rajarhat Branch, by NEFT/RTGS or Demand Draft/Banker's Cheque drawn in favour of "New Town Kolkata Development Authority" from a scheduled bank in India payable at Kolkata under intimation to this office.

E. A delayed payment interest will be levied on the amount of monthly rent @ 8% p.a to be calculated on daily basis even if payment is made within the month but beyond the stipulated date of payment as mentioned above.

Further delayed payment interest will be levied at the same rate to be calculated on monthly basis for the entire period of default if payment is made beyond the scheduled month of payment. If rent remains outstanding for 3 (three) consecutive months, the agreement will be liable to be terminated and the contract will be cancelled accordingly and the amount of Security Deposit will be forfeited to NKDA.

The delayed payment interest as mentioned above will have to be paid along with the monthly rent of the month following the defaulting month.

F. i) That the entire amount of Earnest Money Deposit of Rs. 1,00,000/- (Rupees one lakh only) submitted by the Intending Tenderer and a further sum of Rs.4,00,000/- (Rupees four lakh only) deposited by him subsequently will be converted into security Deposit for a total amount of Rs. 5,00,000/- (Rupees five lakh only) and such Security Deposit will be refunded after successful completion of the entire contract period.

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 NKDA.

H. i) The successful Tenderer 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 Tenderer, 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 Tenderer shall engage and deploy at his cost, adequate numbers of whole time qualified personnel for smooth and proper execution of the work The Intending Tenderer 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 Tenderer and approved by NKDA.

I. i) The Restaurant will remain open from 10.00 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 TENDERER 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 ...

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area outside the Restaurant for keeping the area clean and pollution free. No littering will be allowed under any circumstances.

ii) The successful Tenderer 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 Tenderer 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 Tenderer 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 Tenderer. Further if the food quality is found to be unsatisfactory repeatedly, the contract will be liable to immediate termination.

iii) The Intending Tenderer 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 Tenderer 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 Tenderer 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 Tenderer 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 Tenderer himself.

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

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S. That in case of any major repairs work undertaken by NKDA for any reasons the Intending Tenderer 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 Tenderer to NKDA at its original form.

U. That sub-letting of the Restaurant either in full or part by the Intending Tenderer 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 Tenderer 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 Tenderer 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 Tenderer and also to reasonable compensation for the loss occasioned by the failure of the Successful Tenderer 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 Tenderer 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 TENDERER.

Z. The Intending Tenderer 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 Tenderer.

16. Settlement of all disputes will be guided by existing norms of Government of West Bengal and Laws of the land.

17. **Period of Contract:** The [period of contract for the restaurant is for **5 (five) years** from the date of formal work order.

18. The technical bids will be scrutinized on the basis of the eligibility criteria. The tenders may be required to make presentations of documents and / or written submissions to an Authorised Committee of officers.

The technically eligible agency will offers highest Financial Bid will be selected, if otherwise found ok.

19. Consideration of the contract:

Payment of monthly rent by the selected agency to New Town Kolkata Development Authority is the Consideration of the Contract. After completion of the first year, **the rent will be enhanced by 5% each completed year on compound basis.** Intending tenderers will have to quote the rate of rent for the first year in the prescribed format in the BOQ.

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20. Important Dates & Time:

Sl. No	Particulars	Date & Time
1	Date of uploading of NIT & other documents (online) (publishing date)	20/11/2018 at 05:00 p.m
2	Documents download start date	20/11/2018 at 05:00 p.m
3	Date of Pre-bid Meeting	26/11/2018 at 03:00 p.m
4	Documents download end date	10/12/2018 at 05:00 p.m
5	Bid Submission start date	20/11/2018 at 05:00 p.m
7	Bid Submission closing date	10/12/2018 at 05:00 p.m
8	Date of opening for Technical Bid	12/11/2018 at 05:00 p.m
9	Date of uploading list of Technically Qualified Bidders	Will be intimated later on
10	Date of opening of Financial proposal	Will be intimated later on


Administrative Officer,
New Town Kolkata Development Authority.


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Dated : 20/11/2018

Copy forwarded for information to:

1. P.A to Hon'ble Chairman, NKDA.
2. Guard File.


Administrative Officer,
New Town Kolkata Development Authority.

