



West Bengal Housing Infrastructure Development Corporation Limited

(A Govt. of West Bengal Undertaking)

HIDCO BHABAN, 35-1111, Biswa Bangla Sarani, 3rd Rotary, New Town, Kolkata - 700156

Telephone No. (033) 2324-6037/38, Fax: (033) 2324-3016

e-mail: info@wbhidco.com website: www.wbidcoltd.com

Memo No: 247/HIDCO/Admn-3924/2021

Dated: 20/01/2023

NOTICE INVITING e-TENDER FOR RENTING OUT SPACE
INSIDE THE ALIPORE MUSEUM PREMISES

WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. (WBHIDCO), an enterprise under the Urban Development and Municipal Affairs Department, Govt. of West Bengal, invites offer from eligible, reputed and resourceful agencies for operating restaurant, subject to issuance of License from Competent Authority inside the Alipore Museum premises.

The detailed tender document is available at <https://wbtenders.gov.in/nicgep/app> and also in WBHIDCO portal at <https://www.wbidcoltd.com>. Interested participants who meet the pre-qualification criteria may submit a bid online through wbtenders portal with all the necessary documents as mentioned in the Nle-T.

Applications submitted by the intending agency will be evaluated as per norms laid down in this regard. WBHIDCO Ltd. reserves the right to accept / reject any or all offers at its sole discretion without assigning any reason whatsoever and the same will be binding on the Applicants.

GENERAL MANAGER (ADMIN)
WBHIDCO LTD.

THE OFFER

WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. (WBHIDCO), an enterprise under the Urban Development and Municipal Affairs Department, Govt. of West Bengal, invites offer from eligible, reputed and resourceful agencies for operating restaurant, subject to issuance of License from Competent Authority inside the Alipore Museum premises.

1. TERMS AND CONDITIONS

- a) Expression of Interest is being invited for getting possession on rental basis as per the schedule of property under clause 2 of the EOI. WBHIDCO, however, reserves the right to cancel the EOI at any stage prior to the signing of the agreement. WBHIDCO shall not be liable to pay any compensation to any agency for any loss that they may incur due to such cancellation.
- b) This EOI is governed by the TERMS & CONDITIONS as contained herein.
- c) The selection of the bidder will be on the submitted documents and technical evaluation thereof.
- d) The selected Agency will have to enter into a renewable agreement of eleven months with WBHIDCO Ltd. within 15 (Fifteen) days from the date of issuance of LOA and it may further be extended, if considered satisfactory by the authority of WBHIDCO Ltd., subject to enhancement of 3% of rent for consecutive terms.
- e) Application with relevant documents towards renting of the space will be considered upon selection based on cumulative marks secured by the participants as mentioned elsewhere in the EOI.
- f) EOI opening time and other dates & times mentioned in the EOI document may be treated as (IST) Indian Standard Time only.
- g) WBHIDCO, however, reserves the right to accept/reject any or all of the Bids without assigning any reasons thereof and the decision of WBHIDCO would be final and binding upon the Agencies.
- h) The agencies who have either been blacklisted from participation in any tender/quotation of HIDCO/NKDA/any office/organization earlier or have record of defaulted in payment of rent to HIDCO/NKDA are not eligible to apply.
- i) The agencies who have been disqualified from running their business earlier at HIDCO / NKDA allotted space due to non-observance of required terms and conditions and whose letter of allotment/acceptance has been cancelled by the Competent Authority, are not eligible to apply.
- j) The entire arrangement should be made in pollution free manner. In case of any deviation, the contract shall also be liable to be cancelled.
- k) Sufficient fire safety measures should be arranged by the agency and the agency should obtain Fire License Certificate, if required.

- l) The waste materials generated out of the running of the restaurant will be handled by the agency as per rules and guidance of Kolkata Municipal Corporation (KMC). If required, the agency may keep separate waste bins to store the garbage at their own arrangement 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. WBHIDCO Authority reserves the right to cancel the rent agreement in such cases.
- m) The food items should have nutritious value and may be inspected daily by the concerned authority.
- n) The selected agency shall be bound to comply with the requisition and direction of the WBHIDCO's authorized representative(s).
- o) The successful agency himself shall have to procure all materials/items required for running the business and will run the business by their own employees. No material will be issued by WBHIDCO Ltd.
- p) The agency will be responsible for maintaining high standards of hygiene and cleanliness and for full observance of all relevant regulations of Government / WBHIDCO authority. The agency shall ensure that staff engaged for the purpose is well trained, polite, and free from communicable diseases. The staff should be well dressed in a uniform whose design shall have prior approval of the WBHIDCO authority or his authorized representative(s). Each employee shall wear a photo identity card provided by the agency and approved by WBHIDCO.
- q) The agency 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. WBHIDCO authority or his authorized representatives will have no liabilities whatsoever with regard to such statutory compliances and payments.
- r) Sub-leasing, sub-letting of the restaurant will not be allowed.
- s) WBHIDCO Ltd. reserves the right to accept or reject any offer without assigning any reason whatsoever. In case of cancellation, no liability will be incurred by WB HIDCO Ltd.
- t) The upfront payment of License fee will have to be paid on monthly basis. The License fee is payable from the date of receiving of possession of restaurant or from the date of execution of agreement whichever is earlier.
- u) Before submitting any offer, the intending Agencies should make themselves acquainted thoroughly with the prevailing local conditions by way of actual inspection of the site and no claim whatsoever will be entertained after finalization of the bid.
- v) The agreement can be terminated in case of irregularities/ under-performance/ non-payment of upfront monthly License fee/suppression of facts by giving a written notice of one month.
- w) The agency will have to bear maintenance charge of internal cleaning.
- x) The Electricity charges will have to be paid by the agency separately.
- y) GST @18% on rent has to be paid by the successful agency.

- z) The agency will be responsible for maintaining high standards of hygiene and cleanliness in the restaurant, dining area and storeroom and for full observance of all relevant regulations of Government / WBHIDCO authority.

2. SCHEDULE OF PROPERTY

Sl. No.	Name	Location		Area (sq.ft)	Total area (sq.ft.)
		Ward No.	Floor		
1.	Restaurant-1	1	Ground Floor	2067.76	4164.69
			First Floor	2096.93	

3. Monthly Rent

Rs.68236.00 (Ground floor) + Rs.62908.00 (First floor) = Rs.131144.00 + GST as applicable.

(Based on per sq.ft. rate of Rs.33.00 on ground floor and Rs.30.00 on 1st Floor)

4. Earnest Money Deposit (EMD)

All interested agencies have to deposit Rs.4,00,000/- (Rupees four lakh) as EMD.

Earnest Money Deposit amounting to Rs.4,00,000/- (Rupees four lakh) is to be deposited either online or offline in the form of NEFT/RTGS. EMD in the form of IMPS/DD/PO shall not be accepted. Without submission of the EMD, the application will be considered summarily cancelled. EMD of unsuccessful Bidders will be returned in due course.

BANK DETAILS towards EMD for NEFT/RTGS for payments through Indian Rupees only:-

1)	Account Name	West Bengal Housing Infrastructure Development Corporation Ltd.
2)	Bank & branch name	Union Bank of India, Salt Lake City Branch
3)	IFS Code	UBIN0810231
4)	Account number	102311011000134

Bidders should take utmost care to ensure that the EMD and intimation are made correctly. EMD deposited elsewhere will not be considered for participation in this e-tender. No interest will be payable on the EMD. The EMD of the Successful Bidder shall be automatically retained and will be converted to Security Deposit for the selected bidder.

In case the submitted documents are found false, their offer would stand cancelled and the Earnest Money Deposit will automatically stand forfeited. In addition to such forfeiture as stated above the defaulting Bidder may not be allowed to take part in any of the bids which may be held by WBHIDCO in the future.

Confirmation on electronics transfer of EMD through NEFT/RTGS will have to be submitted as a soft copy (Scanned copies of the Originals) along with the tender. The successful bidder will submit the hard copy of documents to the tender inviting authority with his acceptance letter of the LOI within the specified time as mentioned in the letter of acceptance. Failure to submit the hard copy with the acceptance letter within the time period prescribed for the purpose may be construed as an attempt to disturb the tendering process and will be dealt with according to legal provisions including barring the bidder from participating in any tender of WBHIDCO Ltd. for one year. Successful tenderers/bidders, who will not submit all relevant copies of the documents physically as stipulated in this NIT, will be barred from participating in any further tender of WBHIDCO for one year from the date of this NIT.

- a) Refund of EMD: The Earnest Money of all the unsuccessful bidders deposited online through <https://wbtenders.gov.in/nicgep/app> will be refunded according to the order of Finance Department of Government of West Bengal vide no.-3975-F(Y) of 28th July 2016. EMD of the unsuccessful bidders, deposited offline would be returned by WBHIDCO Ltd. after completion of the bidding process.
- b) The EOI response submitted by the Bidder should be in the English language only. All the documents relating to the EOI (including brochures) supplied by the Bidder should also be in English, and the correspondence between the Bidder & WB HIDCO will be in the English language only.
- c) No claim for interest or compensation will be entertained with respect to any money or *balance of payment that may be due or alleged to be due to the agency owing to any dispute between the contractor and WBHIDCO or with respect to any delay in making payment of a progressive or final bill of the work, to the contractor.*
- d) The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of bidding shall be reimbursable by WBHIDCO. WBHIDCO 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 Tenderer at any stage of Bidding.
- e) Prospective applicants are advised to carefully note the minimum qualification criteria before tendering the bids.
- f) If any discrepancy arises between two similar clauses on different notifications, the clause superseding others will be solely as per the discretion of the Tender inviting authority.

5. Evaluation procedure

Upon receipt of applications from various interested agencies, WBHIDCO will verify all the credentials submitted by them. Selection of the agencies will be done by the cumulative marks secured by the participants as per the scheduled mentioned below. Qualifying marks will be 30 out of total 50 marks. Division of the marks are as mentioned below:

SI No	Description of items	Marks assigned
1	Credentials (having experience in running the restaurant)	15
2	Presentation	35
Total marks		50

6. CONTACT PERSON OF WBHIDCO

General Manager (Administration) WBHIDCO Limited, HIDCO Bhaban, 35-1111, Biswa Bangla Sarani, 3 rd Rotary, New Town, Kolkata-700156 Telephone: 033-23246010, Email: gm.admin@wbhidco.in

7. ELIGIBILITY CONDITIONS FOR AGENCIES

SI.NO	ELIGIBILITY CRITERIA	DOCUMENT PROOF
1	<ul style="list-style-type: none">The bidder may be a Company, Partnership Firm or Sole Proprietorship Firm.The bidder shall be a single entityThe bidder shall be solvent at the date of bidding	Documentary proof for business operation in India
2	The bidder must have an experience of carrying out similar type work i.e. operating any restaurant etc during the last 1 years and must be registered in India with an experience of working in India for at least 1 years	Relevant documentation/ certificate
3	The Bidder should not have in the past 5 years, preceding the due date of this proposal, been (i) Expelled from any contract by any government or government instrumentality (ii) barred by any government/government instrumentality in India.	A self-declaration by the Bidder may be submitted in this regard in a Non-Judicial Stamp Paper.

4	Other mandatory legal documents <ul style="list-style-type: none"> • Trade License • GST Certificate • Income Tax Return • Copy of PAN • FSSAI Certificate • Professional Tax Clearance Certificate for last FY 	Copy of the valid documents
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All the above documentary proofs have to be uploaded in the concerned section. In case of submission of EMD offline, scanned copy of the confirmation of deposition of EMD should also be uploaded along with the above specified documents.

8. SITE INSPECTION

All intending applicants are advised to visit the site and inspect the status of the premises including the infrastructure at their own cost, before applying.

9. FORFEITURE OF EARNEST MONEY DEPOSIT (EMD)

In case the submitted documents are found false or the applicant refuses to accept the offer letter/possession after being selected, their offer would stand cancelled, and the Earnest Money Deposit will automatically stand forfeited. In addition to such forfeiture as stated above the defaulting Agency may not be allowed to take part in any of the bids which may be held by WBHIDCO in future.

10. PAYMENT SCHEDULE

Selected agency on signing of agreement will need to pay the rental amount within 10 days of issue of the rental invoice.

11. OBSERVANCE OF ACTS, RULES & REGULATIONS OF NEW TOWN

All successful applicants will have to abide by the Acts, Rules and Regulations framed/ to be framed from time to time by the Government of West Bengal or any subsidiary authority. If any dispute/ difference arises relating to allotment, the decision of the authority of WBHIDCO shall be final and binding upon all. Any dispute arising in respect of it shall be subject to the exclusive jurisdiction of the Kolkata High court

12. SCHEDULE OF DATES

Sl. No.	Schedule	Date & Time
1.	Publication of EOI	20/01/2023
2.	Start date for downloading the EOI document	21/01/2023 10.00 AM
3.	Last date for downloading the EOI document	31/01/2023 4.00 PM
4.	Start date of Submission of Technical document	21/01/2023 2.00 PM
5.	Last Date of Submission of Technical document	31/01/2023 5.00 PM
6.	Opening of Technical Proposal	02/02/2023 5.00 PM
7.	Date of Technical Presentation	To be notified
8.	Date of Publication of the list of qualified Bidders	To be notified
10.	Date of Publication of the final selection	To be notified

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GENERAL MANAGER (ADMIN)
WBHIDCO LTD.