



NEW TOWN KOLKATA DEVELOPMENT AUTHORITY

(A Statutory Authority under Government of West Bengal)

3, Major Arterial Road, New Town, Kolkata – 700 156

Memo No. 3851/NKDA/Admn-430/2013

Date: 03.10.2013

Notice Inviting Quotation (N.I.Q.) for running Restaurants at the 1st floor of Pay and Use Toilets (1) at 1st Rotary of Major Arterial Road and (2) near New Town Police Station at New Town, Kolkata – 700 156 on Operation Contract basis

New Town Kolkata has been developed by the Government of West Bengal as a new city to cope up with the pace of rapid urbanization and growing demand for housing and commercial spaces. Keeping in view the inflow of residents and other visitors to this city and prospective demands, it has been planned to construct a number of two storied buildings with restaurants on top floors 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. Two such buildings have already been constructed by New Town Kolkata Development Authority (NKDA) at 1st Rotary and near New Town police Station.

NKDA intends to operate those two Restaurants on operation contract basis and for the purpose cited above, NKDA invites Expression of Interest (NIQ) from reputed and experienced agencies only.

1.0 Scope of Activities

The successful Agency will have to run the Restaurants, 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 are as follows :-

Sl. No.	Location	Carpet Area (in Sq. M.)
1	Over 1 st Floor of Pay & Use Toilet (Sulabh International) at 1 st Rotary on Major Arterial Road, New Town, Kolkata.	70.00
2	Over 1 st Floor of Pay & Use Toilet (Sulabh International) near New Town Police Station, New Town, Kolkata.	70.00

2.0 Eligibility of Applicants

The intending quotationer should :-

- ii) 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 for selling food (cooked / packed) items.
- iii) Have average annual turnover of Rs. 10.00 lakh in similar business during last 2 financial years.
- iv) Have working experience of similar type of business for at least 5 (five) consecutive years with an establishment of at least 750 sq. ft. approx.
- v) 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, required for proper execution of work.
- vi) Have sufficient financial resourcefulness and solvency to undertake the work.
- vii) Be vastly experienced for similar work.

3.0 Credential and Documents

The intending quotationer should possess :-

- (a) Experience certificates / credential of similar type of work during the last 5 financial years.
- (b) Valid ST / VAT registration.
- (c) Valid Trade License issued by a competent authority.
- (d) Permanent Account Number (PAN) of Income Tax Department / Election Photo Identity Card / Passport issued by the competent authority / Driving License.
- (e) Other Tax Registration documents, if any, issued by competent authorities.
- (f) Food & Beverage License from the Appropriate Authority.
- (g) Other statutory license / registration as applicable for this type of service.
- (h) Audited Accounts for last two years in support of average annual turnover of Rs. 10.00 lakhs (Rs. ten lakhs) in the last two financial years.

4.0 General Terms & Conditions

- (a) The intending participants will have to submit self-attested photo copies of all documents mentioned in Clause No. 2.0 and 3.0 above. The originals will have to be produced for verification for the successful participant only. The originals will be returned after verification.
- (b) The quotationers shall make offer and related insertions, in English, legibly at proper places in the document. For any wrong entry, single line striking and putting right insertion close to the earlier entry be made. Such corrections must bear initial signature of the quotationer. No overwriting and use of correction fluid is allowed.
- (c) Intending agency may apply for any one or for all two areas. Separate quotation shall have to be submitted for each Restaurant.
- (d) The quotationer has to affix seal and make signatures on all pages of the document, in addition to specified spaces. In case of blank page, the work “BLANK” to be written by quotationer and similarly signed with affixing seal.
- (e) Successful quotationer on written intimation shall have to enter into a formal deed of Contract in duplicate.
- (f) (i) Intending quotationers will have to deposit Earnest Money for Rs. 1,00,000/- (Rupees one lakh only) per Restaurant in the form of Demand Draft / Banker’s Cheque of any Scheduled Bank drawn in favour of “New Town Kolkata Development Authority” payable at Kolkata.
(ii) Earnest Money will not be accepted by cheque / cash or in any form other than mentioned above.
(iii) Quotations unaccompanied by full earnest money in requisite instrument will, under no circumstances, be entertained and will summarily be rejected without further reference to the quotationers.
- (g) Earnest Money shall be refunded to the unsuccessful quotationers after finalization of tender procedure on the basis of their applications. Entire amount of the Earnest Money of the successful quotationer will be converted as part of Security Deposit. 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.

- (h) No Conditional offer will be entertained and shall be deemed as 'informal'.
- (i) The right is reserved by the NKDA to revise or amend the quotation documents prior to the date notified for submission of quotation, or also to extend such dates. Such revisions, amendments or extension shall be duly notified, which shall also form as a part of quotation documents.
- (j) The intending bidders may visit the site of the Restaurants on the following date and time for on spot assessment of the volume of work and all other aspects which may influence the work. They also should fully understand the contents of the quotation 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.

Location	Date	Time
Over 1 st Floor of Pay & Use Toilet (Sulabh International) at 1 st Rotary on Major Arterial Road, New Town, Kolkata.	22.10.2013	12.00 noon to 2.00 p.m.
Over 1 st Floor of Pay & Use Toilet (Sulabh International) near New Town Police Station, New Town, Kolkata.	22.10.2013	12.00 noon to 2.00 p.m.

- (k) All cost for inspection of site and understanding the work including any cost for planning of various aspects, to be borne by quotationers themselves.
- (l) Quotations which have been considered valid on the general examination at the time of opening of quotation by the authority of NKDA, shall be subjected to detailed scrutiny, subsequently notwithstanding the general examination carried out earlier, the quotation accepting authority reserves the right of rejection of quotations which have been found defective during detailed scrutiny.

- (m) NKDA reserves the right to disallow participation of any or all the applicants in the NIQ process without assigning any reason whatsoever and no challenge against such refusal will be entertained. The applicants will also not be entitled for any compensation for rejection of the EOIs.
- (n) 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 '**Important Timelines**', will automatically be deferred to the next working day without further notice.
- (o) Participation in this NIQ deems that the applicant is fully agreeable to abide by all terms and conditions as stated in this notice inviting Quotation.
- (p) Any notice or instruction to be given to the participants under the terms of this NIQ 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 address as furnished.
- (q) The last date of submission of Quotation along with documents, as cited in "**Important Timelines**" is 24.10.2013 upto 3.00 p.m.
- (r) The undersigned reserves the right to cancel the whole process of NIQ without assigning any reason whatsoever.
- (s) Any corrigendum regarding this NIQ before the due date of submission of bid will be uploaded in the official website of NKDA, i.e. www.nkdamar.org along with publication in the office notice board. The intending participants are requested to visit the website for any updations etc. in this regard.
- (t) The Quotationers are bound by the terms and conditions of **Contract** to be executed along with the specifications as enumerated in the NIQ along with all enclosures, Special Terms & Conditions, if any, and schedule of works etc. which will form part and parcel of this contract.

- (u) The Quotation inviting authority reserves the right to accept the Quotation. He also reserves the right to reject any or all Quotations without assigning any reasons and the Authority will not be bound to accept either the lowest quotation or any of the quotations.
- (v) Settlement of all disputes will be guided by existing norms of Government of West Bengal and Law of the land.

5.0 Period of Contract

The period of contract for each Restaurant is for 3 (three) years.

6.0 Selection Procedure

Selection of the agency will be based on evaluation of Technical Bid for shortlisting of bidders followed by final selection of the bidder quoting the highest amount of monthly rent above the amount of Reserved Rent among the bidders qualified in the Technical Bid.

There shall be a marking system of the Technical Bids.

The technical bid will carry maximum marks of 100. The maximum mark for each activity of technical bid is as under.

Subject	Max. Marks
(a) Turnover and Net Worth for last five years.	50
(b) Experience of similar work of running Food Stalls / Restaurant during last five years and past Experience in carrying out similar work at various Public places (all supporting documents to be attached).	50

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

The applicants who will not be able to obtain at least 70% of marks in such Technical Bid, i.e. exactly 70 marks, will not be eligible for the next stage, i.e. opening of the Financial Bids.

The technically eligible agency who offers highest Financial Bid will be selected.

7.0 Consideration of the Contract

Payment of monthly rent by the selected agency to New Town Kolkata Development Agency is the Consideration of the Contract. After completion of the first year, the rent will be enhanced by

5% and after completion of second year, it will be enhanced by 10%. Such enhancements will be calculated on compound basis. Intending quotationers will have to quote the rate of rent for the first year in the prescribed form given in this NIQ. The rate quoted should be on monthly basis and be in the form of Indian Rupee and exclusive of Service Tax etc. These are to be quoted in an explicit way.

There will be a monthly reserved rent for the Restaurant which will be disclosed to the bidders just before opening of the Financial bid. The rent quoted below the reserved rent will not be accepted / considered. In case of a tie in respect of the highest bid for all or for a particular site, the agencies offering such highest bids would be requested to submit closed offers again.

8.0 Security Deposit

The successful applicant will have to enter into an agreement with the NKDA on non-judicial stamp paper of the proper value which will be related with work. The selected agency will have to deposit a sum of Rs.2,00,000.00/- (Rupees two lakhs only) for each Restaurant in the form of Bank Draft in favour of New Town Kolkata Development Authority from a scheduled bank payable at Kolkata as Security Deposit. However, the amount already deposited as Earnest Money Deposit will be adjusted against the amount payable as security deposit. EMD of unsuccessful bidders will be refunded after finalization of tender procedure on receipt of their written applications for refund in due course.

9.0 Agency's General Obligation and responsibility

- (a) The agency will 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 activities of the selected agency, 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 be liable to be cancelled forthwith.
- (b) The agency will operate the Restaurant for such hours as may be notified by this Authority for time to time.

- (c) The waste materials so generated out of the running of the Restaurant will be handled by the agency 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 inside the Restaurant or the adjacent area for keeping the area clean and pollution free. **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. NKDA reserves the right to cancel the rent agreement in such cases.
- (d) 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.
- (e) Sufficient fire safety measures should be arranged by the agency and No Objection Certificate from Fire Services authority shall be obtained, if necessary.
- (f) The food items should have nutritious value and may be inspected daily by the authorized representatives of this Authority.
- (g) The selected agency shall be bound to comply with the requisition and direction of the NKDA's authorized representative(s).
- (h) The agency shall engage and deploy, at his cost, adequate numbers of whole time qualified personnel for smooth and proper execution of the work. The agency shall ensure that staff engaged for the purpose are well trained, polite and free from communicable diseases.
- (i) The staff should be well dressed in a uniform whose design shall have prior approval of the NKDA authority or his authorized representative(s). Each employee shall wear a photo identity card provided by the agency and approved by NKDA.
- (j) 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. NKDA or its authorized representatives will have no liabilities whatsoever with regard to such statutory compliances and payments.
- (k) 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 Cluster of food stall. This book must be readily available for inspection by the NKDA officials whenever called for.

- (l) 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 for engagement in this respect will be liable for termination.
- (m) The entire arrangement should be in pollution free manner. In case of any deviation, the contract shall also be liable to be cancelled.
- (n) The selected agency shall have to arrange to display conspicuously “*A La carte menu*” for general information of the public.
- (o) The agency 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 selected agency shall not carry out any business other than running the Restaurant under any circumstances.
- (p) The quality of food shall be subject to verification by the officials of Health Department, Government of West Bengal or of this 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 agency. Further, if the food quality is found to be unsatisfactory repeatedly, the contract will be liable to immediate termination.
- (q) The Restaurant including store space, equipment / implements etc. including the articles kept by agency for serving of food and beverages shall remain open for inspection by the NKDA or its authorized representative(s) at any point of time.
- (r) Cooking will be allowed only with use of non-domestic cooking gas, i.e., 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.
- (s) Night stay inside the Restaurant is strictly prohibited.
- (t) NKDA will only provide the space for food stall, water and electricity connection. All recurring costs for running the food stall and charges for electricity and water consumption will have to be borne by the agency himself.
- (u) The selected agency will have to do all minor repairs at his own cost after obtaining prior written approval of NKDA.

(w) In case of any major repairs work undertaken by NKDA for any reasons, the selected agency will have to vacate the premises and arrange for an alternative accommodation by him at his own cost and NKDA will not entertain any claim whatsoever in this regard.

(x) At the end of the contract period, the premises is to be handed over by the selected agency to NKDA at its original form.

10.0 No Sub-Contracting

Sub-contracting either full or part of the assigned work with it's scope / terms/ conditions etc., by the agency is strictly prohibited and if found so, the contract is liable to be terminated including imposition of penalties.

11.0 Payment Terms

The selected agency 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 cash or demand draft drawn in favour of "New Town Kolkata Development Authority" from a scheduled bank payable at Kolkata.

12.0 Important Timelines

- a) Pre-bid meeting : 21.10.2013 at 3.00 PM
- b) Last date of submission of bid application : 24.10.2013 at 3.00 PM
- c) Time and Date of Opening of technical bid : 24.10.2013 at 3.30 PM
- d) Time and Date of Opening of financial bid : 24.10.2013 at 3.30 PM

13.0 Submission details regarding NIQ

- (a) Covering letter and copy of the NIQ, duly signed on all pages including all annexure and self attested copies of all documents as cited in (a) of General Terms and Conditions. The quotation documents can be downloaded from the official website of NKDA, i.e. www.nkdamar.org.
- (b) Participant's Profile and Technical Proposal (**Annexure I**), relevant Experience Details for last 5 years (**Annexure II**) and Turnover and Net Worth for last 5 years (**Annexure III**).
- (c) Financial offer on the enclosed schedule (**Annexure IV**).

(a), (b) and demand draft for Earnest Money Deposit should be submitted in a sealed envelope super scribed as “Technical Bid for running Restaurant over 1st floor of Pay and Use Toilet at / near _____ New Town, Kolkata – 700 156 on operation contract basis” and (c) should be submitted in a separate sealed envelope super scribed as “Financial Bid for running Restaurant at 1st floor of Pay and Use Toilet at / near _____ New Town, Kolkata – 700 156 on operation contract basis”.

Both the envelopes containing the bids should be sealed in a large envelope clearly labeled as “Notice Inviting Quotations (NIQ) for running Restaurant at 1st floor of Pay and Use Toilet at / near _____ New Town, Kolkata – 700 156 on operation contract basis” and submitted to the address given below within 3.00 p.m. of 24.10.2013 :-

Chief Executive Officer,
New Town Kolkata Development Authority,
03, Major Arterial Road, New Town, Kolkata– 700 156.
Phone: (033) 2706-2310.

Quotation submitted by the quotationers through fax / by e-mail will not be accepted.

Financial Bid of only those participants who will qualify in the Technical Bid will be opened after preparing the list of qualified participants in the Technical Bid. Quotation from firms failing to provide all requisite documents and information will summarily be rejected.

**Chief Executive Officer
New Town Kolkata Development Authority.**

ANNEXURE-I
APPLICANT'S PROFILE AND TECHNICAL PROPOSAL

1	Name of the Quotationer	
2	Address for correspondence and phone Nos.	
3	E-mail Id	
4	Name of the contact person and Phone No.	
5	Year of establishment	
6	No. of outlets / shops in India and abroad (if any) with address and other details (separate sheets may be attached)	
7	Proposed number of technical (cook), managerial and other support staff to be deployed in this work in detail (separate sheets may be attached)	

**Signature of the Authorized Person
with seal of the firm**

ANNEXURE-II
APPLICANT'S EXPERIENCE DETAILS

Details of the work of similar nature carried out in the last five years

Name and address of the organisation / outlet / shop with phone no.	No. of staff deployed in each organization/ outlet / shop	Date of commencement

(Self-attested photocopies of supporting documents to be enclosed)

**Signature of the Authorized Person
with seal of the firm**

ANNEXURE-III

APPLICANT'S TURNOVER AND NET WORTH DETAILS FOR THE LAST FIVE YEARS

Year	Turnover (Rs. in lakhs)	Net Worth (Rs. in lakhs)

- N.B. – (1) Self-attested photocopies of supporting documents to be enclosed.
(2) Original Documents should be certified by a Chartered Accountant.**

**Signature of the Authorized Person
with seal of the firm**

ANNEXURE -IV

Price Schedule

Name of Work	Monthly rent offered in INR (to be quoted in both figures and words)
Running of Restaurant over 1st floor of Pay and Use Toilet at 1st Rotary of Major Arterial Road, New Town, Kolkata on operation contract basis	
Running of Restaurant over 1st floor of Pay and Use Toilet near New Town Police Station, Kolkata on operation contract basis	

N.B. – (a) I/We shall abide by all the terms and conditions of the quotation and this offer will remain valid for 120 days from the date mentioned below.

(b) I/we have submitted earnest money for Rs. _____ (Rupees _____ only) vide Demand Draft No. _____ Dated _____ drawn on _____ bank payable at Kolkata.

Name, address and signature of the Authorized person of the firm
