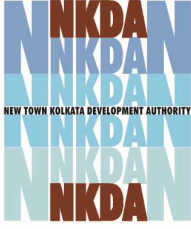


# NEW TOWN KOLKATA DEVELOPMENT AUTHORITY



(A Statutory Authority under Government of West Bengal)  
Plot No. DG/13, Premises No. 04-3333, Action Area – ID,  
New Town, Kolkata – 700156

**Memo.No. 13147 / NKDA / Engg – 36 / 2010 (XIV)**

**Date: 20/02/2024**

**NOTICE INVITING EXPRESSION OF INTEREST (EOI)**  
**Notice Inviting Expression of Interest (EOI) No. 02/EOI/EE-I/NKDA/2023-24**

**Name of Work : EXPRESSION OF INTEREST (EOI) FOR OPERATION OF CAFETERIA ON  
MONTHLY RENTAL BASIS AT NEW TOWN BUSINESS CLUB**

New Town Business Club under the aegis of New Town Kolkata Development Authority (NKDA) invites online Expression of Interest for operation of enclosed Cafeteria with AC space measuring approximately 2,000 (two thousand) sq. ft. on monthly rental basis for a period of 11 (eleven) months at New Town Business Club. The applicant / agencies is advised to carefully read all the 'Terms & Conditions' contained in this EOI. They should particularly go through all the mandatory eligibility requirements

**1. Schedule of Property**

Sl. No:	Types of Outlate	Location	E.M.D.	Area	No:
01	Restaurant / Cafeteria	New Town Business Club, Gym Building, First Floor, Street No 90, AA 1, New Town	Rs. 21,000.00	AC Hall – about 2,000 sq. ft.	01

**2. Monthly Rent:**

Air-Conditioned Hall: Rs 1,19,600.00 (Rupees One Lakh Nineteen Thousand Six Hundred) only (Rs 59.80 per sq ft) + 18% GST as applicable

**3. Submission Procedure**

The hard copies of the application, documents (PAN, Trade License, FSSAI, GST Registration, P-Tax Registration, Income Tax Return) along with original EMD to be submitted within the last date of submission of application

**4. Evaluation Procedure**

Upon receipt of applications from various interested agencies, NTBC will verify all the credentials submitted by them. Selection of the agencies will be done by the cumulative marks secured by the participants in a five-minute presentation given by them as per the description 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 food kiosk / food outlet / restaurant etc)	35
2	Presentation	15
Total Marks:		50

### 5. Eligibility Conditions for Agencies

Serial No:	Description of Items	Document Proof:
1.	<input type="checkbox"/> The bidder may be a Company, Partnership Firm or Sole Proprietorship Firm / Indian Company incorporated under Companies Act, 2013 or erstwhile Companies Act Registered NGO / Trust / Cooperative / Franchisees of Outlet Chains and should be ISO certified <input type="checkbox"/> The bidder shall be a <b>single entity</b> <input type="checkbox"/> The bidder shall be solvent at the date of bidding	Documentary proof for business operation in India
2.	<input type="checkbox"/> The bidder must have an experience of carrying out similar type work i.e. operating any food shop etc. during the last 1 year and must be registered in India with an experience of working in India for at least 1 year	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 in India (ii) Barred by any government or government instrumentality in India (iii) Defaulter in payment of dues in this connection or in any other contract (iv) Was in police custody exceeding 48 (forty-eight) hours in connection of any offence or if there is any	A self-declaration by the Bidder may be submitted in this regard in a Non - Judicial Stamp Paper

	case pending against him / her	
4.	<input type="checkbox"/> Other mandatory legal documents Trade License GST Certificate Income Tax Return Copy of PAN FSSAI Certificate Professional Tax Clearance Certificate for last FY ISO Certificate	Self-attested copy of the valid documents

### **6. 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.

### **7. 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 NKDA in future

### **8. Payment Schedule**

Selected agency on signing of agreement will need to pay the rental amount as specified, within 10 days of issue of the rental invoice. The selected Agency would be required to pay 60% (sixty percent) of the yearly accrued amount within 10 (ten) days of acceptance and balance 40% (forty percent) accrued amount after 6 (six) months of signing of Agreement {permissible additional extension by 10 (ten) days only}

### **9. 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 NKDA 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

## 10. Important Dates:

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	21/02/2024
2.	Date & time for visiting / inspection the site	From 21/02/2024 to 27/02/2024 from 2:00P.M. to 6.00 P. M. except Monday.
2	Documents download start date (Online)	21/02/2024 from 10:30A.M.
3	Documents download end date (Online)	28/02/2024 upto 10:30A.M..
4.	Bid submission start date (Online)	21/02/2024 from 10:30A.M.
5.	Bid submission closing date (Online)	28/02/2024 upto 10:30A.M..
6.	Bid opening date for Technical Proposals (Online)	01/03/2024 at 11:00A.M..
7.	Presentation by the participants	01/03/2024 to 02/03/2024
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

## 11. Terms and Conditions of the Operation:

- a) The successful bidder will have to enter into an operational agreement with NTBC before starting operation
- b) The tenure of operation will be for 11 (eleven) months
- c) The upfront advance payment of rent will have to be paid 6 (six) months and 5 (five) months at a time in the Agreement period of 11 (eleven) months. The advance payment of rent is payable from the date of receiving of possession of restaurant / cafeteria space or from the date of execution of agreement whichever is earlier
- d) Sub-leasing, sub-letting of the restaurant / cafeteria will not be allowed
- e) The lease / contract can be terminated in case of irregularities / under-performance / suppression of facts with a notice of one month from either side
- f) NTBC will provide floor space and facilitate utilities connection
- g) The successful bidder may make any addition to the interior furnishing / decoration to facelift the space at its own cost but will not in any way make any alteration to the prefixed installations, furniture / fixtures, structures of the space allotted
- h) Tools, implements and machineries required for the cafeteria will be supplied by the successful bidder at its own cost
- i) The water and electricity connection will have to be taken from the concerned authority by the successful bidder on payment of actual charges and monthly bill payment to NKDA

- j) Sufficient fire safety measures should be arranged by the successful bidder and should obtain fire license clearance, if required
- k) The waste materials generated out of the running of the restaurant / cafeteria will be handled by the successful bidder as per rules and guidance of NKDA. If required, the successful bidder may keep separate waste bins to store the garbage at their own arrangement and no littering will be allowed under any circumstances. The successful bidder will be responsible for elimination of littering and penalty will be imposed for such deviation
- l) The successful bidder will be solely responsible for all payments and the food items should have nutritious value and may be inspected daily by the concerned authority
- m) The successful bidder shall be bound to comply with the requisition and direction of the authorized representative(s) of NKDA
- n) The successful bidder himself shall have to procure all materials / items required for running the business and will run the business by their own employees. No material or manpower will be issued by NTBC / NKDA
- o) The successful bidder will be responsible for maintaining high standards of hygiene and cleanliness and for full observance of all relevant regulations of Government / NKDA. The successful bidder shall ensure that staffs engaged for the purpose is well trained, polite, and free from communicable diseases. Each employee observance and compliance of relevant provision of laws / rules / regulations etc. in respect of his employees and the business of running the food shop. NKDA or his authorized representative(s) will have no liabilities whatsoever with regard to such statutory compliances and payments.

**12)** Both **Technical Bid** and **Financial Bid** are to be submitted concurrently duly digitally signed in the website <http://wbtenders.gov.in>

**13)** 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. 10 of this NleT.

**14)** 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

**15) (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.

**16)** 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.

- 17) 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. 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.
- 18) 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.
- 19) 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.
- 20) Prospective applicants are advised to note carefully the eligibility criteria before tendering the bids.
- 21) **Conditional / Incomplete tender will not be accepted under any circumstances.**
- 22) **The intending Bidders are required to quote the rate *online*.**
- 23) 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.
- 24) 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.
- 25) 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.
- 26) 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.
- 27) 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).

28) Arbitration clause of WBF 2911(ii) stands deleted, Settlement of disputes & arbitration shall be according to the '**Memorandum**' for the modifications of clause relating to settlement of disputes under conditions of contract vide no. 8182-F(Y) dated: Kolkata, the 26<sup>th</sup> September, 2012 of Secretary to the Govt. of West Bengal, Finance Department, Audit Branch

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

**Memo.No. 13147/1(9)/ NKDA / Engg – 36 / 2010 (XIV)**

**Date: 20/02/2024**

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. Sr. Accountant / Cashier, New Town Kolkata Development Authority.
7. P.A to the Hon'ble Chairman, New Town Kolkata Development Authority.
8. Office Notice Board.
9. Official Website of New Town Kolkata Development Authority ([www.nkdamar.org](http://www.nkdamar.org))

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