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**Request for Proposal (RFP)**  
**For**  
**Running of Food Truck at Banabitan Park Parking Area, Kolkata**



**RFP NO: 134/DM/URF/WBFDC/2022-23 (2<sup>nd</sup> Call)**

Date: 02.11.2022

**Issued by:**

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### **DISCLAIMER**

1. The information contained in this Request for Proposal document (the “RFP” or subsequently provided to interested parties (Applicants/ Bidders), whether verbally or in documentary or in any other form by or on behalf of West Bengal Forest Development Corporation Limited, (hereinafter referred to as “**WBFDC**”) or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. WBFDC has prepared this document to give interested parties background information on the Project. While WBFDC have taken due care in the preparation of the information contained herein and believe it to be accurate, neither WBFDC nor any of its authorities or agencies are not responsible for the completeness or accuracy of the information contained in this document.
3. The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely on the information in submitting their Proposal. The information is provided on the basis that it is not binding on WBFDC, any of its authorities or agencies or any of their respective officers, employees, agents or advisors. WBFDC reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party expressing interest.
4. No reimbursement of cost of any type will be paid to persons or entities expressing interest

**Sd/-**

Ex- Officio Divisional Manager,  
WBFDC & DCF, Urban Recreation Forestry Division

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## **Request for Proposal**

### **1. Background**

- 1.1. The West Bengal Forest Development Corporation Limited (WBFDCCL) (hereinafter also referred to as the "Corporation") came into existence in 1974 as per the Companies Act 1956, on the recommendation of the National Commission of Agriculture. The Broad Objectives of setting up WBFDCCL was to offer timber, non-timber forest produces, and value-added forest products at reasonable prices for the public in general, to develop awareness for conservation of nature and wildlife through responsible eco-tourism.
- 1.2. In order to provide convenience to the visitors, intended to ply 10 nos Food Trucks/ Cart at the Parking Area of Banabitan Park at given time slot on Public Private Partnership mode.
- 1.3. Banabitan/ Central Park situated in Salt Lake, Kolkata is a public urban park. The Park was created by Forest Department in 1991. The Park is spread over 70 acres and is attracting large number of visitors every day.
- 1.4. Details of the Site is provided at Appendix 3.

### **2. Selection of Agency**

- 2.1. WBFDCCL has decided to carry out a two-part bidding process, comprising of namely, Technical Bid and Price Bids (collectively referred to as the "Bidding Process") from interested Agencies/ Bidders for selection of an Agency/ies to whom the Project will be awarded. Only those Bidders, whose Technical Bids qualify in terms hereof will be eligible for opening and evaluation of their Price Bids.
- 2.2. The Authority has upfront decided the size, location and kind of food that can be served from each of the Food Truck. Interested Bidders are advised to go through Appendix 3 & 4 of this document to see the same.
- 2.3. A Bidder can Bid for one or all the Food Trucks/ Cart. The Corporation shall examine financial bids for each Food Truck/s on stand-alone basis and bidders provide best financial bid for particular Food Truck/ Cart shall be selected as successful bidder for that Food Truck/ Cart.
- 2.4. This RFP contains information about the Project, Bidding Process, Bid submission, Qualification, and Financial Proposal requirements
- 2.5. The Bid shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date ("Bid Validity Period").
- 2.6. Interested Firms/ Companies who are able to comply with the requirements may submit the tender duly filled in and supplemented with all relevant documents to WBFDCCL for further processing as per laid procedures. Tender not completed in any respect are liable to be rejected summarily.
- 2.7. Interested Bidder can submit their application only through electronic means, as per guidelines provided in Appendix 1.
- 2.8. The Project shall be awarded to the Bidder who submits the best financial bid (as defined in clause 12 of this document). The other Bidders will be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the bid submitted by the Preferred Bidder (who has submitted the best financial offer) in a case where the Preferred Bidder

withdraws or is not selected for any reason. If none of the Bidders match the bid of the Preferred Bidder, Wbfdcl may, in its sole discretion, invite fresh bids from all Bidders or annul the Bidding Process, as the case may be.

- 2.9. Tenders are to be submitted through online to the website as stated in two folders, one is Technical Proposal (BID A) & the other is Financial Proposal (BID B) [as BOQ] before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus free scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).
- 2.10. The bidders are advised to submit the bids well in advance of the deadline. Wbfdcl will not be liable or responsible for non-submission of the bids or submission of incomplete bid on account of any technical glitches or any problems in connectivity services used by the bidder.
- 2.11. Any award of Contract pursuant to the Bidding Process shall be subject to the terms and conditions of Bidding Documents

### 3. Calendar of Events

Sl. No.	Particulars	Date & Time*
1.	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	03.11.2022 at 10:00 AM
2.	Last date of Receipt of any query by the private partner in relation to tender documents	09.11.2022 at 05.00 PM
3.	Pre-Bid Meeting	11.11.2022 at 03.00 PM
4.	Bid submission start date (Online)	12.11.2022 at 10.00 AM
5.	Last date of submission of Bid online	26.11.2022 at 05.00 PM
6.	Bid opening date for Technical Proposals (Online)	28.11.2022 at 05.00 PM
7.	Opening of the Financial Proposal (Online)	To be informed later

Note: The above time is tentative and the Corporation may at its discretion change the same by issuing an Addendum. Wbfdcl reserves the right to modify the said schedule of the Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.

### 4. Instruction to Bidders

- 4.1. The Bidder shall submit a Power of Attorney as per the format enclosed at Annexure-IV, authorizing the signatory of the Bid to commit the Bidder.
- 4.2. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid. The bids shall be unconditional, firm, and irrevocable
- 4.3. The Bidders shall be responsible for all costs associated with the preparation of their Bids and their participation in the Bid. The Corporation will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process

- 4.4. Any entity which has been barred by the [Central/ State Government, or any entity controlled by it] from participating in any project, and the bar subsists as on the date of bidding, would not be eligible to submit a Bid. A Bidder including any Associate should, in the last 3 (three) years, have neither failed to perform on any contract (except due to Force Majeure Event), as evidenced by the imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, or Associate thereof, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, or Associate thereof.
- 4.5. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in the English language.
- 4.6. A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Corporation shall forfeit and appropriate the Bid Security or Performance Security (in case of Successful Bidder, after the Project is awarded to it), as the case may be, as mutually agreed on genuine pre-estimated loss and damage likely to be suffered and incurred by the Corporation and not by way of penalty for, inter alia, the time, cost and effort of Corporation, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the Corporation hereunder or/and the Contract Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:
- i. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; or
  - ii. a constituent of such Bidder is also a constituent of another Bidder; or
  - iii. such Bidder or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Bid of either or each of the other Bidder; or
  - iv. such Bidder has participated as a consultant to Corporation in the preparation of any documents, design, or technical specifications of the Project.

For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

## 5. Eligibility Criteria

- 5.1. The Bidder may be Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company/ Limited Liability Partnership / Cooperative Society/ Society/ Consortium/ joint venture shall be allowed.
- 5.2. The Bidder shall have a minimum of 2 years of experience in similar nature (business activities such as Food & Beverages Business, Retail Business, Operations of commercial Food Truck/ss) preceding to the e-Bid Due Date.
- 5.3. The Bidder should have a minimum annual turnover of at least Rs 10 lakhs in each of the last 3 financial years preceding the Bid Due Date. ***For example, if a bidder is bidding for 2 no of Food Truck/s, the minimum annual turnover will be increased to Rs 20 lakhs in each of the last 3 financial years preceding the Bid Due Date and so on.***
- 5.4. The Bidder must also possess the following:
  - 5.4.1. GST Registration
  - 5.4.2. License issued by Food Safety and Standard Authority of India (FSSAI)
  - 5.4.3. Trade License (in case of proprietorship firm/ partnership firm)
  - 5.4.4. In case of Company – Please enclose Memorandum and Articles of Association along with certificates of incorporation, and date of commencement of business etc.
  - 5.4.5. In case of Partnership Firm, registered under the Partnership Act., 1932 – Please enclose details of partners, details of their business and partnership deed etc. duly attested by Notary.

## 6. Clarifications

- 6.1. WBFDCCL shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, WBFDCCL reserves the right to not respond to any question or provide any clarification, in its sole discretion.
- 6.2. WBFDCCL may also on its own motion if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by WBFDCCL shall be deemed to be part of the RFP.

## 7. Amendment of RFP

- 7.1. At any time prior to the Bid Due Date, WBFDCCL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 7.2. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, Corporation may, at its own discretion, extend the Bid Due Date.

## 8. Right to accept and to reject any or all Bids

- 8.1. Notwithstanding anything contained in this RFP, WBFDCCL reserves the right to accept or reject any bid and to annul the Bidding Process and reject all Bids at any time during the

Bidding Process without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof.

8.2. The Corporation reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) At any time, a material misrepresentation is made or uncovered, or
- (b) The Bidder does not provide, within the time specified by the Corporation, the supplemental information or clarification sought by the Corporation for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Bids have been opened and the successful Bidder gets disqualified / rejected, then the Corporation reserves the right to:
  - (i) Invite the remaining Bidders to submit Bids; or
  - (ii) Take any such measure as may be deemed fit in the sole discretion of the Corporation, including annulment of the Bidding Process.

The Corporation reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Corporation, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Corporation shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Corporation there under.

## 9. Language

- 9.1. The Bid and all related correspondence and documents in relation to the Bidding Process shall be in the English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

## 10. Uploading of the Bid

- 10.1. The bids shall be uploaded in two folders which comprise the following documents:

A. **Folder-I (Bid A) Technical Bid:** The Bidder shall submit the Technical Bid in the formats specified in respect thereto

- i) Letter Comprising the Bid in the form and manner as described in Annexure I.
- ii) Details of the Bidder in the form and manner as described in Annexure II.
- iii) Technical Capacity of the Bidder in the form and manner as described in Annexure III.
- iv) Financial Capacity of the Bidder in the form and manner as described in Annexure IV.



- v) Power of Attorney authorizing the signatory of the bid to commit the Bidder and in the format as specified in Annexure V.
- vi) Statement of Legal Capacity of the Bidder in the form and manner as described in Annexure VI.
- vii) Scan copy of the receipt of online payment of EMD/ Security Deposit.
- viii) Trade License (in case of proprietorship firm/ partnership firm).
- ix) In case of Company – Please enclose Memorandum and Articles of Association along with certificates of incorporation, and date of commencement of business etc.
- x) In case of Partnership Firm, registered under the Partnership Act., 1932 – Please enclose details of partners, details of their business and partnership deed etc. duly attested by Notary.
- xi) GST Certificate
- xii) Experience certificate (Bidder should have an operating experience of Food & Beverages Business or Retail Business or both and having applicable relevant certificates also during last two year from bid due date).
- xiii) FSSIA License

The Corporation shall not consider bid/s which are lacking in terms of the above mentioned information (information as sought under Folder A; Technical Bid).

**B. Folder-II (Bid B)** Financial/Price Bid: The Bidder shall directly submit all-inclusive financial quotes as its Financial Bid online in Folder II (Bid B) in the BOQ format as per the guidelines in response to financial criteria and the same is required to be encrypted using their Digital Signature Certificate. A format of Financial Bid is provided in Annexure VII, however the same is only for reference and need not to be submitted in hard copy or with Folder I.

#### **11. The queries must be submitted to the following address:**

Ex- Officio Divisional Manager,  
 WBFDC & DCF, Urban Recreation Forestry Division,  
 10A, Auckland Road, Eden Garden  
 Kolkata-700 021  
 E-mail: [dcfurfkolkata@gmail.com](mailto:dcfurfkolkata@gmail.com)

## **12. Financial Proposal/ Bid Variable/ Price Bid**

- 12.1. The Bidder shall submit its financial quotes as its Financial Bid online in Folder II (Bid B) in the BOQ format. Draft of the BOQ format is enclosed as Annexure-VII.
- 12.2. Bidder quoting the highest price subject to a minimum reserve shall be selected as Successful Bidder or Selected Agency.
- 12.3. The Minimum Reserve Price (Minimum License Fee) for each of the Food Cart/ Truck is provided in Annexure VII (Format of Financial Bid). A bidder participating in the bid shall have to quote in excess of the Minimum Reserve Price.
- 12.4. The Price Bid to be quoted by the Bidder is subject to escalation at the rate of 10% per annum.
- 12.5. The Price Bid to be quoted by the Bidder shall be exclusive of GST and the same shall be payable at applicable rate along with the License Fee to the Authority .

## **13. Bid Validity**

- 13.1. Bids shall remain valid for a period of 120 days (one hundred twenty days) after the Bid Due Date (herein the "Bid Validity Period"). A Bid having lesser validity period than the prescribed Bid Validity Period shall be summarily rejected by the Corporation as non-responsive.
- 13.2. Prior to expiry of the Bid Validity Period, the Corporation may request the Bidders to extend the Bid Validity Period for a specified additional period.

## **14. Bid Security**

- 14.1. The Bidder shall furnish, as part of its Bid, a Bid Security equivalent to Rs. 20,000/- (Rupees twenty thousand only).
- 14.2. EMD has to be payable in ONLINE mode as per Finance Department G.O. No 3975 F (Y) dated 28<sup>th</sup> July 2017.
- 14.3. The EMD of the selected Bidder will be returned through the online payment portal as per guidelines issued by Finance Department G.O. No 3975 F (Y) dated 28<sup>th</sup> July 2017.
- 14.4. The EMD of the selected Bidder may be forfeited if the organization fails to sign the contract in accordance with the terms and conditions.
- 14.5. The Bid Security of unsuccessful Bidders, except the Bidder (H2) next to the Successful Bidder (H1) will be returned promptly without any interest, but not later than 60 days from the Bid Due Date. The Bid Security of H2 will be returned within 15 (fifteen) days of signing of Contract Agreement with the successful bidder. The EMD will be returned through the online

payment portal as per guidelines issued by Finance Department G.O. No 3975 F (Y) dated 28<sup>th</sup> July 2017.

14.6. The Bid Security shall be forfeited as damages without prejudice to any other right or remedy that may be available to the Corporation under the Bidding Documents and/ or under the Contract Agreement, or otherwise, under the following conditions:

- a) If a Bidder submits a non-responsive Bid;
- b) If the Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Corporation;
- c) If the Bidder submits a conditional Bid which would affect unfairly the competitive position of other Bidders who submitted substantially responsive Bids.
- d) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
- e) If the Bidder does not accept the correction of errors in its Bid, pursuant to Clause 19 hereof;
- f) In the case of the Successful Bidder, if the Bidder fails within the specified time limit to
  - a. To sign and return the duplicate copy of LOI;
  - b. Sign the Contract Agreement;
- g) any other conditions, for which forfeiture of Bid Security has been provided under this RFP.

## **15. Opening of Bid**

- 15.1. Wbfdcl opens the Bids of those Bidders who have successfully submitted their bids online and will evaluate the bid in line with Clause 17
- 15.2. The Eligible Bidders will be informed of a date, time and place for opening of their Financial Bids.
- 15.3. The Financial Bids of only the Eligible Bidders i.e. technically qualified based on the criteria will be considered for evaluation on the intimated date. The Financial Bids will be opened in the presence of the representatives of the Eligible Bidders that choose to be present.

## **16. Examination and of Technical Bids**

- 16.1. Wbfdcl will determine responsiveness of the Technical & Financial Bid
- 16.2. A substantially technical bid is one which conforms to all the terms & conditions of the bid and the bidder has submitted all the relevant papers as per the requirements of this RFP
- 16.3. If the Bid of any Bidder is not substantially responsive in terms hereof, the Bid of such Bidder shall be rejected by Wbfdcl and the Bidder shall not subsequently be allowed to make its Bid responsive by correction or withdrawal of the non-conforming deviation or reservation.

## **17. Evaluation Process**

- 17.1. Only those Bidders whose Bids are found responsive in terms hereof and meet the eligibility criteria specified in Clause 5 above shall qualify for opening of their Financial Bid. Bidders whose bid does not meet the aforesaid qualification criteria shall be rejected.
- 17.2. All claims to be supported by relevant documents / certificates. Onus of substantiating claims lies with the bidder.

## **18. Evaluation and Comparison of Financial Bids**

- 18.1. Wbfdcl will evaluate and compare only those Financial Bids which are determined to be substantially responsive
- 18.2. In evaluating the Financial Bids, Wbfdcl will determine for each Financial Bid the evaluated Bid Price by adjusting the Bid Price by making any correction for errors.
- 18.3. Financial Proposal of the bidders qualifying in the evaluation of Technical specification will be evaluated. The bidder who has qualified in the Technical Specification evaluation and returns with lowest quote (L1) in financial bid would normally be awarded the contract subject to Post Qualification

## **19. Correction of Errors**

- 19.1. Financial Bids determined to be substantially responsive will be checked by Wbfdcl for any arithmetic errors. Arithmetic errors will be rectified on the following basis:-
  - (a) Where there is a discrepancy between number and words, the number in words will prevail over the number in figures, to the extent of such discrepancy

- (b) The number stated in the Financial Bid will be adjusted by Wbfdcl in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected number in respect of its Bid quote, his Bid will be rejected, and his Bid Security may be forfeited.

## **20. Award Criteria**

- 20.1. Subject to Clause 21, Wbfdcl will award the Project to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the best Bid Price, provided that such Bidder has been determined to be eligible in accordance with the provisions of Clause 5.
- 20.2. In the event that two or more Bidders quoted the same price, the Corporation shall identify the selected Successful Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend
- 20.3. In the event that the Highest Rank Bidder (H1) withdraws or is not selected for any reason in the first instance, the Corporation may invite 2nd Highest Rank Bidder (H2) to match the Price Bid of H1 and bid security of H1 shall be liable to be forfeited. However, in case H2 does not accept the offer, its bid security is not liable to be forfeited. But it is at the discretion of the Corporation to declare H2 as selected bidder for the same bid price as quoted by H2. Even if H2 does not accept the offer and/or fails to comply with the terms of the LOI, its Bid Security shall be liable to be forfeited. If no bidder is selected in first round of bidding, Corporation may invite from all the remaining Bidders to revalidate or extend their Bid Security, as necessary and ask the bidders to match the Bid of H1 (only financial bid in the "Second Round of bidding") If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Bid was lower as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third highest Bidder shall be the Selected Bidder.
- 20.4. In the event that no Bidder offers to match the Highest Bidder in the second round of bidding, the Corporation may, in its discretion, invite fresh Financial Bids (the "third round of bidding") from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids.

## **21. Corporation's Right to Accept any Bid and Reject any or all Bids**

- 21.1. Notwithstanding anything contained in Clause 20 above, Wbfdcl reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders

or any obligation to inform the affected Bidder or Bidders of the grounds for the Wbfdcl's action.

## **22. Scope of Work of the Selected Agency**

- 22.1. The Selected Bidder/s shall be responsible for running of Temporary Food Truck/s at designated Location.
- 22.2. Towards the above, the selected bidder shall prepare a project report giving details of design, drawings & specifications of the Food Truck/s and also provide details of the business activities that will be carried out from the Food Truck/s to the Authority for its approval.
- 22.3. Each Food Trucks/ Cart to offer food items different from the other Food Trucks/ Cart. At the time of submission of Project Report, the Selected Bidder shall provide 3 types of food items it intends to serve from its Food Truck. The Corporation shall after going through

the Project Report of each of the selected Bidders shall by draw of lots will decide that which items to be served from each of the Food Trucks/ Cart.

- 22.4. The Selected Bidder shall bear all costs associated with Food Truck/ Cart and its operation.
- 22.5. The operational time of the Food Trucks/ Cart will be 06.00 AM to 11.00 PM on all working days . The Food Trucks/ Cart can be stationed at the designated area
- 22.6. The Selected Bidder shall be responsible for operation, maintenance and management of the Food Trucks/ Cart/s during the license period.
- 22.7. All cost associated with designing, installing, operating, maintain and managing of the Food Trucks/ Cart/s will be on the part of the Selected Bidder and the Authority shall have no financial obligation towards the same.
- 22.8. The maximum size of the Food Trucks/ Cart/ Cart shall be 18 ft x 8 ft

### **23. Terms & Conditions**

- 23.1. WBIDFC reserves the right to increase the number of Food Cart at later stage and the Selected Bidder/s shall not have any objection towards the same.
- 23.2. WBFDC reserves the right to withdraw or include any item without assigning any reason thereof.
- 23.3. WBFDC reserves the right to reject the Application of any Applicant who is a defaulter to the WBFDC Ltd., West Bengal Zoo Development Authority & the Forest Directorate, W B in respect of payment of dues.
- 23.4. The response should be submitted in a structured format as per the checklist appended with number on every page. Each page of the application should be signed by person(s) on behalf of the organization having necessary Authorization / Power of Attorney to do so, duly affixing the company seal. Applications containing false or inadequate information are liable for rejection. (Authorization Letter from the company should be furnished along with the application)
- 23.5. The evaluation of the applications for Shortlisting shall be carried out by the committee constituted for the purpose.
- 23.6. Any un-authenticated, alterations, erasures, overwriting, blanking out or discrepancies may render the tender submission invalid. The evaluation of the response will only be

based on the documents submitted and the evaluation committee reserved the right to relax the evaluation criteria.

- 23.7. Response submitted by Fax or E-mail or any form other than mentioned above will not be acceptable and liable for rejection by Wbfdcl.
- 23.8. The Bidder at his own cost responsibility and risk is encouraged to visit and examine the site and obtain all information that may be necessary for preparing the bid and entering into a contract before submitting its offer.
- 23.9. The intending Bidder shall clearly understand that whatever the outcome of the present invitation of bids, no cost of bidding shall be reimbursed by the Corporation. The Corporation reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any tenderer at any stage of bidding.
- 23.10. Conditional/ incomplete tender will not be accepted under any circumstances.
- 23.11. **All bids are exclusive of taxes and duties.**
- 23.12. The Selected Bidder to provide a Project Report giving details of the design, drawings & specifications of the Food Trucks/ Cart and also provide details of the business activities



that will be carried out from the Food Trucks/ Cart within 30 days to the Authority for its approval.

- 23.13. Once the approval is granted, the Selected Bidder to start the Commercial Operation within 60 days (date of Commissioning of Commercial Operation)
- 23.14. The Selected Bidder shall operate its Food Truck/ Cart only from the pre-designated location as allotted to it by the Corporation.
- 23.15. The operation of the Food Truck shall not cause any harm to environment and the surrounding area and people.
- 23.16. The Food Truck/ Cart must be maintained in proper working condition and should be free of visible damage including but not limited to rust, dents, cracked or broken glass and chipped paint.
- 23.17. Operation of Food Truck shall be restricted to the sale of approved and safe food items and beverages only. No alcoholic drink or contraband will be permitted inside
- 23.18. The Authority shall provide the License Right for a period of 3 years from the Effective Date of the Agreement. The Effective Date of the Agreement shall be the date of Commissioning of Commercial Operation,
- 23.19. The License of the Project Site will be provided on the as-is-where-is basis with the existing power and water connection on the site. Any additional load requirements with respect to power and water will need to be taken up by the Licensee at its own cost.
- 23.20. Selected Bidder will have a non-exclusive right, privilege, and obligation to operate and manage the permitted business activities from its Assigned Premises. At any time during the Term, the Authority may enter into other agreements with other licensee's/vendors for the operation of business activities similar to those of Selected Bidder. It is understood and agreed that nothing in the RFP or Contract is to be construed to grant or authorize the granting of an exclusive right to an individual selected bidder/licensee.
- 23.21. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the license Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the License Agreement
- 23.22. The Selected Bidder shall be responsible for procuring all the permissions/licenses etc. required from the statutory/regulatory/civic authorities concerned, to be able to use the offered space for intended business activities will be sole responsibility of the successful

bidder. The Licensor shall not be responsible for any such procurement and shall not entertain any claims in this regard

- 23.23. The selected bidder can sub-contract or grant sub-concession or assign any of its rights, duties and obligations under the license Agreement to any third party only upon approval of the Corporation.
- 23.24. The Licensee shall be responsible for payment of all other Government dues/ fees as well as levied to such Authority from the date of taking over to the Date of expiry of this contract without burdening the Corporation on that account.
- 23.25. The Licensee shall be responsible for keeping dry, organic & wet garbage separately and its disposal in line with applicable law. All cost associated with the same has to be borne by the Licensee.
- 23.26. The Licensee shall ensure that there will be no discharge of water in the open areas outside the Licensed premises.
- 23.27. The Licensee shall always keep the Licensed premises and surrounding areas neat and clean.
- 23.28. A separate private meter for the consumption of electricity for the facility will have to be installed by the Licensee at their own cost before commencement of their business.
- 23.29. The Licensee has to bear all operational & other costs including utility charges towards operation, maintenance, and management of the facilities.
- 23.30. **The Licensee shall indemnify the Authority from any claims that may arise from the operation of the Food Truck including Food Quality.**
- 23.31. Selected Bidder shall have to enter into a suitable agreement with the Corporation. Draft of the Agreement is enclosed at Appendix 2 of this RFP.

#### **24. Pre-Bid Meeting**

A Pre-Bid meeting shall take place on date and time as mentioned in clause 3. The meeting will be organized online and interested applicant shall request for VC link to the email address given at Clause 11.

#### **25. Site visit and verification of information**

Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, demand, location, surroundings, state of clinical and para-clinical facilities, climate, availability of power, water and other utilities for construction,

access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

## **26. Acknowledgment by Bidder**

- 26.1. The Bidder shall provide an undertaking, duly notarized on Rs.100 stamp paper, that It shall be deemed that by submitting the Bid, the Bidder has:
- a. made a complete and careful examination of the Bidding Documents;
  - b. received all relevant information requested from the Authority;
  - c. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters pertaining to Clause 23;
  - d. satisfied itself about all matters, things and information including matters referred to in Clause 23 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
  - e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 23 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;
  - f. acknowledged that it does not have a Conflict of Interest; and
  - g. agreed to be bound by the undertakings provided by it under and in terms hereof.
- 26.2. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

## **27. Fraud and Corrupt Practices**

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOI and during the subsistence of the Contract Agreement.
- b) if a Bidder is found by the Corporation to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOI or the execution of the Contract Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Corporation during a period of 2 (two) years from the date such Bidder is found by the Corporation to have directly or indirectly

or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

**Sd/-**

Ex- Officio Divisional Manager,  
WBFDC & DCF, Urban Recreation Forestry Division

## **Annexure – I Format of Undertaking**

(on Company's Letter Head)

(The Bidder shall submit together with CHECK LIST & other documentary evidences)

**To,**

Ex- Officio Divisional Manager,  
WBFDC & DCF, Urban Recreation Forestry Division,  
10A, Auckland Road, Eden Garden  
Kolkata-700 021  
E-mail: [dcfurfkolkata@gmail.com](mailto:dcfurfkolkata@gmail.com)

**Dear Sir/ Madam,**

RFP Ref No:

**Subject: "RFP for Running of Food Trucks/ Cart in the Parking Area of Banabitan Park, Kolkata".**

Dear Sir/ Madam,

Being duly authorized to represent and act on behalf of \_\_\_\_\_ (hereinafter referred as the "**Bidder**"), and having reviewed and fully understood all of the requirements of the tender and information provided, the undersigned hereby expresses its interest and apply for the tender for undertaking the subject project

We are enclosing our Bid, in conformity with the terms of the RFP, and furnishing the details as per the requirements of the Bid Document, for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Proposal is complete, true and correct in every detail.

We confirm that the application is valid for a period of 120 (one hundred and twenty) days from the due date of submission of application and is unconditional.

We hereby also confirm the following:

1. The Proposal is being submitted by M/s \_\_\_\_\_ [...] (*name of the Bidder*-, in accordance with the conditions stipulated in the RFP.
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP issued by WBFDC (hereinafter referred as the "**Corporation**") and in any subsequent communication sent by Corporation.
3. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from Corporation)
4. The information submitted in our Proposal is complete, is strictly as per the requirements stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.

5. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare and submit this Proposal for undertaking the Project, in the event that we are selected as the Successful Bidder.
6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitration tribunal or a judicial authority or judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
  - a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Corporation; and
  - b. I/ We do not have any conflict of interest in accordance with the RFP; and
  - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with the Corporation or any other public sector enterprise or any government, Central or State; and
8. I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
9. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders
10. I further certify that in regard to matters relating to security and integrity of the country, we, have not been convicted by any Court of Law or indicted or adverse orders passed by the regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of community.
11. I further certify that in regards to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by the Court of Law.
12. I further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
13. I hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Corporation in connection with the selection of the Bidders, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
14. In the event of me being declared as the Successful Bidder, I agree to enter into a Contract Agreement in line with the requirement of the RFP that has been provided to me prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

15. The Bid Variable as quoted by me/ after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs and after a careful assessment of the identified locations of the proposed Centers and all the conditions that may affect the Bid.
16. I agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project is not awarded to me or our Bid is not opened or rejected
17. We confirm that all the terms and conditions of the Proposal are firm and valid for acceptance for a period of 120 days from the Bid Due Date.
18. I agree and undertake to abide by all the terms and conditions of the RFP. In witness thereof, I submit this Bid under and in accordance with the terms of the RFP.

Thanking You,

Yours Sincerely,

**For and on behalf of** : (name of the Bidder and the Company Seal)

**Signature** : (Authorized Representative & Signatory)

**Name of the Person** :

**Designation** :

## Annexure-II – Bidder's Profile

1.
  - (a) Name:
  - (b) Registration Details of the Bidder **(Enclose certification of Company /Trust deed/Society deed)**:
  - (c) Country of incorporation:
  - (d) Address of the corporate headquarters and its branch office(s), if any, in India:
  - (e) Date of incorporation and/ or commencement of business:
  - (f) GST No
- 2 Brief description of the Bidder including details of its main lines of business:
- 3 Details of individual(s) who will serve as the point of contact/ communication for Wbfdcl:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone / Mobile Number(s):
  - (f) E-Mail Address:
  - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone /Mobile Number:
  - (e) Fax Number:

**\*\* Wherever applicable submit documentary evidence to facilitate verification.**

We hereby declare that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us our RFP is liable to be rejected.

Signature of the Authorized Signatory with date & seal



**Annexure III– Bidder's Experience (Technical Capacity of the Bidder)**

<b>Sl. No.</b>	<b>Bidder Experience in similar nature (business activities such as Food &amp; Beverages Business, Retail Business, Operations of commercial Food Trucks/ Cart/ss)</b>	<b>Operation Since</b>	<b>Name &amp; Address of the business activities (Food &amp; Beverages Business, Retail Business, Operations of commercial Food Trucks/ Cart/ss)</b>	<b>Proof of Experience (License issued by the Appropriate Authority for establishment &amp; operation of the business activities for which the experience is claimed)</b>
1*	2		3	4

(\*Enclose necessary documentary proof – Pl mark necessary page No for each of the enclosures)

\*

**Annexure IV– Bidder's Financial Capacity**

<b>Financial Turnover</b>	<b>Amount (in Rs)</b>
2020-21	
2019-20	
2018-19	

(\*Bidder to attach audited financial statement)

#### Annexure V: Format of Power of Attorney for Authorizing Signatory of the Bidder

Know all men by these presents, We \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), \_\_\_\_\_ son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is [presently employed with us and holding the position of \_\_\_\_\_], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for the \*\*\*\*\* Project[s] proposed or being developed by the \*\*\*\*\* (the "Corporation") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bid and other conferences and providing information/ responses to Wbfdcl, representing us in all matters before Wbfdcl, signing and execution of all contracts and undertakings consequent to acceptance of our proposal, and generally dealing with Wbfdcl in all matters in connection with or relating to or arising out of our proposal.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\*\*

For -----

(Signature)

(Name, Title and Address)

Witnesses:


1 1. [Notarized]


2 Accepted

(Signature)

(Name, Title and Address of the Attorney)

#### Notes:

 The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

 Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

## **Annexure VI: Statement of Legal Capacity**

(To be forwarded on the letterhead of the Bidder)

Ex- Officio Divisional Manager,  
WBFDC & DCF, Urban Recreation Forestry Division,  
10A, Auckland Road, Eden Garden  
Kolkata-700 021  
E-mail: [dcfurfkolkata@gmail.com](mailto:dcfurfkolkata@gmail.com)

**Dear Sir/ Madam,**

RFP Ref No:

**Subject: "RFP for Running of Food Trucks/ Cart in the Parking Area of Banabitan Park, Kolkata".**

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP.

We have agreed that \_\_\_\_\_ (insert individual's name) will act as our representative and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

For and on behalf of

Authorized signatory

## Annexure VII: Format of BOQ for Financial Bid

To,

Ex- Officio Divisional Manager,  
WBFDC & DCF, Urban Recreation Forestry Division,  
10A, Auckland Road, Eden Garden  
Kolkata-700 021  
E-mail: [dcfurfkolkata@gmail.com](mailto:dcfurfkolkata@gmail.com)

Dear Sir/ Madam,

RFP Ref No:

**Subject: “RFP for Running of Food Trucks/ Cart in the Parking Area of Banabitan Park, Kolkata”.**

Dear Sir,

As a part of the Bid for the subject project, we offer our Price Bid, as follows:

Particulars	Size of the Food Cart/ Truck	Minimum Reserve License Fee/ month (in Rs) excluding GST	Our Quoted License Fee (in number) – In Rs/ month – Excluding GST	Our Quoted License Fee (in Word) – In Rs/ month – Excluding GST
Food Trucks/ Cart 1	18x8 ft	20,000		
Food Trucks/ Cart 2	18x8 ft	20,000		
Food Trucks/ Cart 3	18x8 ft	20,000		
Food Trucks/ Cart 4	18x8 ft	20,000		
Food Trucks/ Cart 5	14x7 ft	20,000		
Food Trucks/ Cart 6	18x8 ft	20,000		
Food Trucks/ Cart 7	18x8 ft	20,000		
Food Trucks/ Cart 8	14x7 ft	15,000		
Food Trucks/ Cart 9	14x7 ft	15,000		
Food Trucks/ Cart 10	14x7 ft	15,000		

We will abide by all the terms & conditions of the RFP and the Price quoted by us is firm while undertaking the project as per the Scope of Work and the Terms & Conditions of this RFP document

We agree to bind by this offer if we are selected as the preferred bidder.

FOR AND ON BEHALF OF \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

DESIGNATION \_\_\_\_\_

COMPANY SEAL

\_\_\_\_\_

COMPANY

## **Appendix 1 – General Guidelines for E-Bidding**

- 1.1. Any organization/ agencies willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System, through logging on to Error! Hyperlink reference not valid. (the web portal of West Bengal Tenders maintained by NIC). The organization / agencies are required to click on the link for e-Tendering site as given on the web portal
- 1.2. Each organization / agency is required to obtain a Class-II /Class III company Digital Signature Certificate (DSC) for submission of Application from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount.
- 1.3. The organization / agencies can search & download N.I.T. & Request for Proposal (RFP) Document(s) electronically from computer once they log on to the website.
- 1.4. Applications are to be submitted through online before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).
- 1.5. The Bidder are advised to submit the Application well in advance of the deadline as the Kolkata Forest Corporation Division will not be liable or responsible for non-submission of the bids or submission of incomplete bid on account of any technical glitches or any problems in connectivity services used by the Bidder
- 1.6. A Bidder desirous of taking part in RFP process shall login to the e-Procurement portal of the Government of West Bengal <http://wbtenders.gov.in> using his login ID and password.
- 1.7. He will select the RFP and initiate payment of pre-defined EMD by selecting from either of the following payments mode:-
  - 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 in case of offline payment through bank account in any Bank.
- 1.8. Payment by net Banking (any listed bank) through ICICI Bank payment Gate way:
  - I. On selection of net banking as the pay as the payment mode, the Bidder will be directed to ICICI Bank payment Gateway webpage (along with a string containing a Unique ID) where he will select the Bank through which he wants to do the transaction.
  - II. Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction. iii) Bidder will receive a confirmation message regarding success/failure of the transaction.
  - III. If the transaction is successful ,the amount paid by the Bidder will get credited in the respective Pooling account of the State Government office/PSU/Autonomous

body/Local Body/PRIs, etc. maintained with the focal point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of Application Fees.

- IV. If the transaction is failure, the Bidder will again try for payment by going back to the first step.

1.9. Payment through RTGS/NEFT:

1. On selection of RTGS/NEFT as the payment mode, the e-procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.
2. The Bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his Bank account.
3. Once payment is made, the Bidder will come back to the e-procurement portal after expiry of a reasonable time to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue the bidding process.
4. If verification is successful, the fund will get credited to the respective Pooling account of the State Government office/PSU/Autonomous body/Local Body/PRIs, etc. maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of Application Fees.
5. Hereafter, the Bidder will go to e-procurement portal for submission of his bid.
6. But if the payment verification is unsuccessful, the amount will be returned to the Bidder's account.



## Appendix 2 – Form of Agreement

This Agreement is made on this ..... Day of ..... Between

West Bengal Forest Development Corporation Limited, 'Aranya Bikash', KB-19, Sector-III, Salt Lake City Kolkata-700106 as the 1st Party (hereinafter called the Corporation), which include its successors

And

..... (Name of the Agency), ..... (address), the 2nd party (hereinafter called the Licensee), which includes its Successors.

Whereas

- A. In order to provide convenience to the visitors, intended to ply 10 nos Food Trucks/ Carts/ Cart at the Designated Area (as shown in Appendix 3) of Banabitan Park on Public Private Partnership mode;
- B. The Authority has decided to rope in the services of a suitable agency for running the Food Trucks/ Carts/ Cart and operation, maintenance and management at their own cost through an open, transparent and competitive bidding process;
- C. Accordingly, the Authority floated Request for Proposal to identify and select suitable agency/es who are interested in suitable agency for running the Food Trucks/ Carts/ Cart and operation, maintenance and management at their own cost (the Project);
- D. The 2nd Party showed its interest in providing its services and had participated in the RFP floated by the Authority and has subsequently been selected by the Authority for running the Food Trucks/ Carts/ Cart and operation, maintenance and management of Food Trucks/ Cart/ Cart No ....
- E. The following documents shall be deemed to form part of and be read and construed as an integral part of this License Agreement, namely:
  - i. RFP/Bid Documents
  - ii. Letter of Acceptance ..... issued by the Divisional Manager, KFCD on .....
  - iii. Letter of Acceptance given by Licensee on ..... to the Corporation.
  - iv. Addendums & Corrigendum (If any)
  - v. Document regarding Handing Over of space
  - vi. Any other admitted correspondence/ documents between the Authority and the Bidder
- F. Towards the same, the Authority agrees to grant and the Licensee agrees to accept a license for the purpose herein stated with the rights and subject to the conditions and limitations hereinafter specified:
  1. The Authority shall provide the License Right for a period of 3 years from the from the Effective Date of the Agreement. The Effective Date of the Agreement shall be the date of Commissioning of Commercial Operation.
  2. The Licensee to start the Commercial Operation within 60 days of Signing of the Agreement (date of Commissioning of Commercial Operation). During these 60 days from the date of Signing of the

Agreement, the Selected Bidder shall take all applicable approvals, licenses and permits from relevant Authorities to start the Commercial Operation.

3. The Licensee shall operate, maintain and manage the Food Trucks/ Cart for at least 1 year, failing which the security deposit submitted by it will be forfeited and the agreement will be terminated.
4. On Operational Ground: The Authority reserve the rights to terminate the License Agreement by giving sixty (60) days advance notice on operational ground during the currency of the contract. The License agreement will stand terminated on expiry of Sixty (60) days' notice. The advance license fees deposited by the Licensee for the balance/advance period (if any) shall be refunded on pro-rata basis, without consideration of any interest. Further, the Interest free Security deposit will also be refunded after adjusting outstanding dues payable to The Authority, if any. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard. All utility will be disconnected/discontinued immediately after sixty (60) days' notice period
5. The Licensee also may terminate the Contract by issuing 2 months notice only after operate, maintain and manage the Food Trucks/ Cart for a minimum period of 1 year.
6. License Fee, Payment Terms & Non-Payment of Dues
  - a. License Fee:
    - i. Initial License fee @ of Rs ..... /Month (Rupees ..... only) plus applicable taxes for carpet area licensed out by the Authority to be paid on monthly basis before the 7<sup>th</sup> day of each month.
    - ii. Payment of License Fee shall start from the Effective Date.
    - iii. The License Fee shall be paid in advance on monthly basis. The License Fee will be escalated @ 5% annually on compounding basis.
    - iv. The Licensee shall preferably make payment of the license fee and other dues to The Authority by E-Mode i.e. RTGS/NEFT in the designated bank account of the Authority after obtaining prior approval of the Authority and complying with the laid down procedure.
    - v. The Licensee agrees voluntarily and unequivocally to make all payments to the Authority as may be due before the due date, without waiting for any formal advice/invoice from the Authority. The Licensee also voluntarily agrees to collect the invoice from the Authorized representative of the licensor (The Authority) before the due date. Non receipt of invoice will not be a consideration for delayed or non-payment of dues.
    - vi. All the due payments must be made on or before due date mentioned in the letter/invoices/or in any other communication.
    - vii. Non-payment of License Fee and other dues within the prescribed date shall constitute Material Breach of Contract and Licensee Event of Default under this Agreement and shall entitle The Authority to terminate the License Agreement as per provisions stipulated in this License Agreement. Besides, any delay in payments of the amount becoming due on the due date shall constitute Material Breach of License Agreement by the Licensee & in that case Licensee shall pay an interest @ 20% per annum on the amounts of License Fee and other dues on daily basis, for each day of delay until the dues are finally paid.

- viii. Licensee whenever made any payments shall send monthly advise the details of payments made to The Authority.
- ix. In case payment is not made by due date, a 15 day notice to cure the Licensee's Event of Default shall be issued. In the event of Licensee failing to cure the Default within Fifteen (15) days' notice period, The Authority shall be entitled to terminate the License Agreement with 30 days' advance notice and shall be free to forfeit Interest Free Security Deposit/Performance Security and take other such action available to it under this Agreement and as per law. Electricity & other utilities (if any) would be disconnected/discontinued on 15th day after issuance of Thirty (30) days termination notice.
- x. Any representation or any request by the Licensee in this regard shall only be entertained if the Licensee deposits 100% dues as per issue/demand within 16th day after issuance of Thirty (30) days Termination Notice, along with a written request in the matter.
- xi. Interest Free Security Deposit/Performance Security shall be forfeited on termination of contract due to any event of default by the licensee after adjustment of any dues payable by the Licensee to The Authority.
- xii. In no case, due payments to The Authority shall be allowed to remain outstanding and unpaid for a period of more than 60 days. If at any stage, the dues remain unpaid and outstanding for the period of more than 60 days, the License agreement will stand automatically terminated without giving any notice to the Licensee and Interest Free Security Deposit / Performance Security and advance license fee received, if any, shall stand forfeited in favour of The Authority after adjustment of any dues payable to The Authority by the Licensee.

7. Interest Free Security Deposit / Performance Security

- a. The Licensee has paid Interest Free Security Deposit/ Performance Security of an amount equivalent to two months License Fee (as quoted by the Selected Bidder) in favor of Ex- Officio Divisional Manager, **WBFD & DCF, Urban Recreation Forestry Division** payable at Kolkata.
- b. Interest Free Security Deposit / Performance Security will be refunded after successful completion of the full term of the License period and also in case of surrender of license after lock in period as per the provisions of the Agreement, after adjusting any dues payable to the Authority and after final settlement, without consideration of any interest after completion of License Agreement.
- c. The Authority reserves the right for deduction of the Licensee dues from Licensee's Interest Free Security Deposit / Performance Security for –
  - i. Any penalty imposed by the Authority for violation of any terms and conditions of agreement committed by the Licensee.
  - ii. Any amount which the Authority becomes liable to the Government / Third party due to any default of the Licensee or any of his director/ employees/ representatives/ servant/ agent, etc.
  - iii. Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf.
  - iv. Any outstanding payment/ claims of the Authority remained due after completion of relevant actions as per agreement.
  - v. Once the amount under above Clause is debited, the Licensee shall replenish the Interest Free Security Deposit/ Performance Security to the extent the

amount is debited within 15 days period after intimation of such debit, failing which, it shall be treated as Licensee Event of Default and will entitle the Authority to deal with the matter as per the provisions of RFP and License Agreement

8. Taxes and Other Statutory Dues

- a. The GST and other Taxes, as applicable from time to time, shall also be borne by Licensee, in addition to the license fee.
- b. The property tax applicable, if any, on the property of the Authority shall be borne by the Authority.
- c. All other statutory taxes, statutory dues, local levies, as applicable shall be charged extra and will have to be remitted along with the License Fees for onward remittance to the Government. The Licensee shall indemnify the Authority from any claims that may arise from the statutory authorities in connection with this License.
- d. The Licensee and their personnel shall pay such direct, duties, fees, and other impositions levied under the Government of India Act.
- e. Registration of License Agreement with appropriate authority (If applicable) must be done by Licensee at his cost and Payment of stamp duty on agreement, if any, to be executed in pursuance of this Tender/License Agreement/Contract will be borne by Licensee.

9. Fine and Penalties

- a. The Authority can impose the fine on Licensee up to Rs.1, 000/- per offence on the following offenses:

i.	Any staff of Licensee found in drunken condition/ indulging in bad conduct.
ii.	Any staff of the Licensee found creating nuisance.
iii.	Improper maintenance & defacement of the Property.
iv.	Dishonor of drafts and Cheques given by Licensee in favour of <b>the Authority</b> .
v.	Misbehavior with staff and commuters of <b>the Authority</b> .
vi.	Not following safety and security norms as may be indicated by authorized representative of <b>the Authority</b> .
vii.	Any staff of the Licensee found without uniform and ID Card and/or found creating nuisance on duty.
viii.	Not following the instructions issued by the Authorities from time to time
ix.	Any offence which is deemed fit to impose penalty by <b>the Authority</b>

- b. The option to impose fine, penalty, etc. under this License Agreement shall be exercised by the Authority official not below the rank of Divisional Manager, West Bengal Forest Development Corporation Limited/ Ex- Officio Divisional Manager, **WBFDC & DCF, Urban Recreation Forestry Division** payable at Kolkata.

- c. It shall be the sole responsibility of the licensee to maintain law & order in its licensed premises. The Authority shall, in no way, will be responsible/accountable of any mis-happening in the premises given in license basis to licensee.
- 10. Material breach of contract / Events of Default
  - a. Following shall be considered Material Breach of the Contract by Licensee resulting in Licensee's Events of Default:
    - i. If the Licensee is found guilty of persistently breaching as stipulated in this License Agreement and carrying the business which is banned as per Annexure and also Licensee fails to perform or discharge any of their obligations in accordance with the provisions of License Agreement, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to the Authority without any contributory factor of the Licensee.
    - ii. If at any time during the subsistence of the Agreement, there is non-conformity to the Agreement or any time during the Agreement, the Licensee indicates its unwillingness to abide by any clause of this Agreement or repudiates the Agreement.
    - iii. If the Licensee fails to pay License Fee and any other amounts due to the Authority.
    - iv. If the Licensee is in persistent non-compliance of the written instructions of the Authority officials.
    - v. If the Licensee or any of its representatives cause an incident or accident that results in injury or death to the Authority employees/commuters or loss to the Authority property
  - b. If any of the above Material Breach and Licensee Events of Default happens, then
    - i. The Authority, after giving due notice to the Licensee to Cure the Default, shall be entitled to terminate the License Agreement with a thirty (30) days advance termination notice. For the avoidance of Doubt, it is clarified that the Cure Period available to the Licensee shall be as provided in various Clauses and sub-clauses of this Agreement.
    - ii. The Authority shall issue a notice to the licensee to cure the defaults, failing which the proceedings shall be initiated as per schedule/notice period defined in the RFP/License Agreement.
    - iii. In all other cases of Licensee's Event of Default where specific notice period is not provided, the Authority shall issue a Notice to Licensee to cure the Default within thirty (30) days. If the Licensee fails to cure the Default within thirty (30) days, The Authority after giving a final 30 days' notice shall be entitled to terminate the License Agreement, in such case the Interest free security deposit shall be forfeited to The Authority as per the provisions of this License Agreement.
- 11. Breach of Contract
  - a. That if any breach is committed by the Licensee in payment of the license fee & dues stipulated herein or in the due performance or observance of the provisions of this Agreement, the Authority shall be at liberty to issue a thirty days written termination notice to the Licensee. Upon expiry of such notice, this agreement shall stand terminated and there upon the Licensee shall hand over vacant possession of the said Premises to authorized representative of the Authority. In case of such termination of License Agreement, advance license fee remained outstanding after adjusting the dues payable to the Authority till the date of termination of license agreement and

interest free security deposit/ performance security shall stand forfeited in favor of the Authority. However, any dues remained outstanding after adjusting from the advance license fee shall be recoverable from the Licensee.

- b. That the licensee shall be responsible to obtain any or all permission and/or clearances from any/all authorities, governmental or otherwise and the Authority shall not be liable or responsible for any of the act or omissions committed on the part of the licensee.

12. Other Covenants:

- a. **The operational time of the Food Trucks/ Cart will be 06.00 Am to 11.00 PM on all working days . The Food Trucks/ Cart can be stationed at the designated area**
- b. The 2nd Party shall provide at its own expenses sufficient and competent staff of attendants and waiters to attend and wait upon his customers in the licensed premises and shall be responsible for good behavior.
- c. The 2nd Party shall only use cooking gas/ or electrical induction/ microwave for preparation of their saleable items of food. Usage of conventional chullah with coal will not be permitted.
- d. The 2nd Party shall conduct his business with civility and propriety and shall maintain peace and order within the licensed premises.
- e. The 2<sup>nd</sup> Party shall operate its Food Truck/ Cart only from the pre-designated location as allotted to it by the Corporation.
- f. The 2<sup>nd</sup> Party must operate the Food Truck in such a way that it shall not cause any harm to environment and the surrounding area and people.
- g. The Food Truck/ Cart must be maintained by the 2<sup>nd</sup> Party in proper working condition and should be free of visible damage including but not limited to rust, dents, cracked or broken glass and chipped paint.
- h. Operation of Food Truck shall be restricted to the sale of approved and safe food items and beverages only by the 2<sup>nd</sup> Party. No alcoholic drink or contraband will be permitted inside by the 2<sup>nd</sup> Party
- i. The 2nd Party shall assigned or sublet the License in whole or part to any third person/ entity upon approval of WBFDC only
- j. The 2nd Party shall be responsible for payment of all other Government dues/ fees as well as levied to such Authority from the date of taking over to the Date of expiry of this contract without burdening the Corporation/ Zoo Authority on that account.
- k. The 2nd Party shall be responsible for keeping dry, organic & wet garbage separately and its disposal in line with applicable law. All cost associated with the same has to be borne by the 2nd Party.
- l. The 2nd Party shall ensure that there will be no discharge of water in the open areas outside the Licensed premises.
- m. The 2nd Party shall ensure that all cooking has to be done inside the Truck no cooking shall be allowed outside.
- n. Separate private meter for consumption of electricity for the facility will have to be installed by the 2nd Party at their own cost before commencement of their business.
- o. All dispute in any matter arising out of this tender shall be settled by the Divisional Manager, West Bengal Forest Development Corporation Limited/ Ex- Officio Divisional Manager, WBFDC & DCF, Urban Recreation Forestry Division payable at Kolkata.

- p. The 2nd Party has to bear all operational & other costs including utility charges towards operation., maintenance and management of the facilities.
- q. The 2nd Party shall be responsible for all costs associated with operation, maintenance and management including costs of fixtures and furnishing.
- r. The 2nd Part shall regularly pay all the license imposition lawfully payable for carrying of the said business including Municipal License, Income Tax and GST.
- s. The license shall be revoked upon the insolvency of the 2nd Party and on the breach of any conditions herein specified.
- t. The Licensee shall indemnify the Authority from any claims that may arise from the operation of the Food Truck including Food Quality.**
- u. On termination or sooner termination of this Agreement on the revocation of this License, the 2nd Party shall discontinue its services without recourse to any legal action or proceedings.
- v. In the event of the 2nd Party closing the business for some reasons or other during the pendency of this Agreement, the 2nd Party shall have to make good all losses likely to be sustained by the 1st Party and in that case the Security Deposit of the 1st Party will be forfeited except under clause 2 (s).
- w. The 2nd Party shall also abide by terms & conditions as prescribed in the tender (RFP) notice no .....dated .....
- x. In witness whereof the parties have hereunto set and subscribed their respective hands and seals the day and year first above written

For .....

(2nd Party)

For .....

(1st Party)

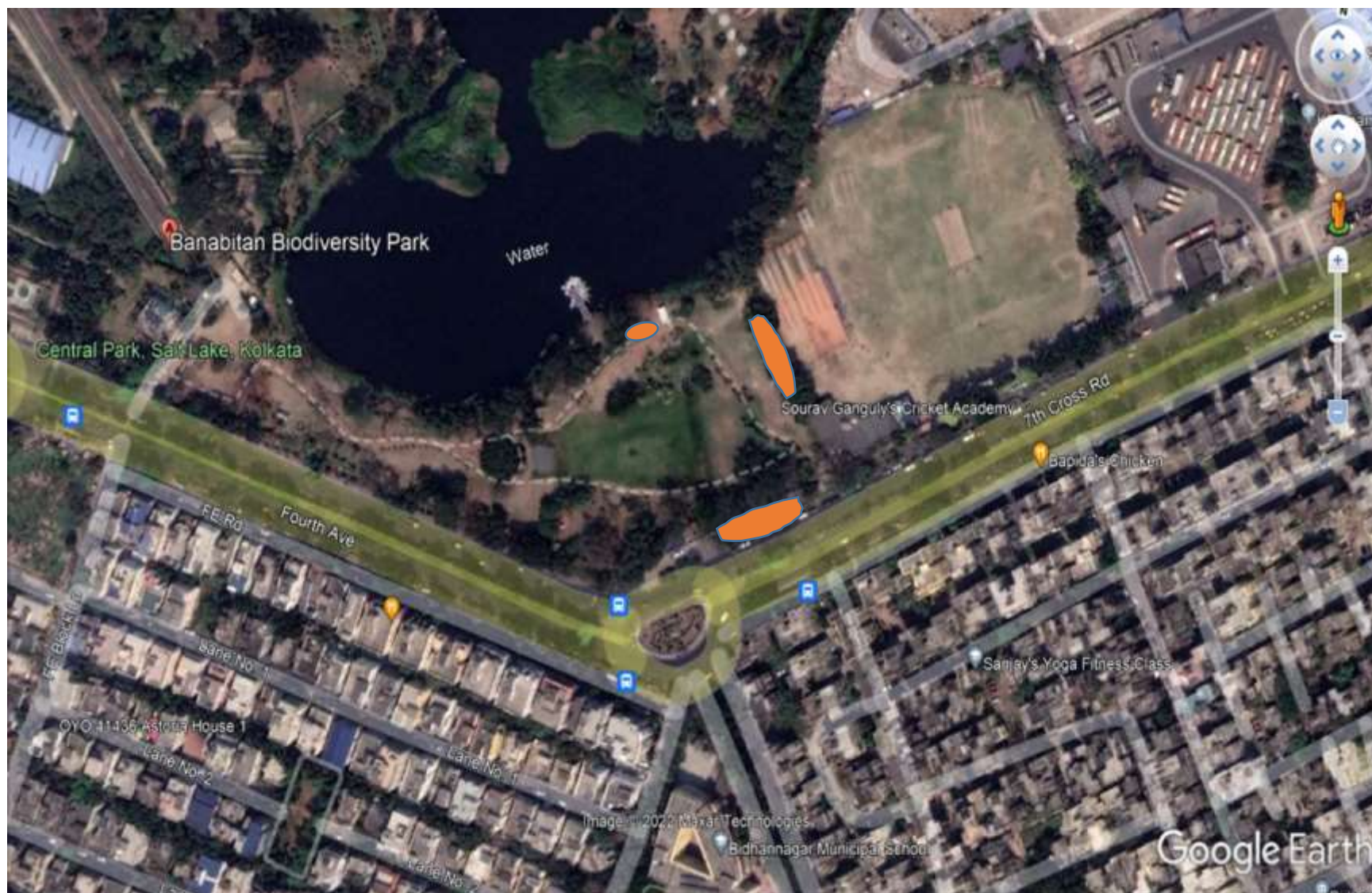
Witnesses :

Witnesses :

### Appendix 3 – Tentative Location of the Food Truck/ Cart







#### Appendix 4

	Tentative Location	Category of Food	Size of Food Truck/ Cart
<b>Food Trucks/ Cart 1</b>	Refer Appendix 3	Chinese	18x8 ft
<b>Food Trucks/ Cart 2</b>	Refer Appendix 3	Continental including Italian	18x8 ft
<b>Food Trucks/ Cart 3</b>	Refer Appendix 3	North Indian excl Biryani	18x8 ft
<b>Food Trucks/ Cart 4</b>	Refer Appendix 3	Bengali incl Biryani	18x8 ft
<b>Food Trucks/ Cart 5</b>	Refer Appendix 3	Rolls, Sawarma, Cutlets and other similar dry items	14x7 ft
<b>Food Trucks/ Cart 6</b>	Refer Appendix 3	South Indian	18x8 ft
<b>Food Trucks/ Cart 7</b>	Refer Appendix 3	Veg Foods (other than south Indian)	18x8 ft
<b>Food Trucks/ Cart 8</b>	Refer Appendix 3	Chat, Gulgappa, Chop, Bhel, Samosa, Aloo Tikki, Kachori etc.	14x7 ft
<b>Food Trucks/ Cart 9</b>	Refer Appendix 3	Ice Cream	14x7 ft
<b>Food Trucks/ Cart 10</b>	Refer Appendix 3	Beverages and Snacks (sandwich, cakes, pastry, patties, burger, wraps and similar items (items which only can use micro wave cooking)	14x7 ft