



Office of the Ex-Officio Manager, Green Projects Wing, West Bengal Forest Development Corp. Ltd. and Deputy Conservator of Forests, Urban Recreation Forestry Division

E-Auction for Selection of bona-fide persons/agencies/companies to undertake various works for Leasing out of the 01 no. Cafeteria at Banabitan Park near Gate No.2 under DCF/URF Division for the year 2024-2025.

E-Auction No: 78/GPW/WBFDC/2024-25



**Office of the Ex-Officio Manager, Green Projects Wing,  
West Bengal Forest Development Corp. Ltd. &  
Deputy Conservator of Forests, Urban Recreation Forestry Division**  
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Memo No. 62/2-24

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Date: 13.01.2025.

Notice Inviting Auction No: **78/GPW/WBFDC/2024-25**

**E-Auction for Leasing out of the 01 no. Cafeteria at Gate No.2 in Banabitan Park under  
DCF/URF Division for the year 2024-2025.**

The Ex-Officio Manager, Green Projects Wing, West Bengal Forest Development Corp. Ltd. and Deputy Conservator of Forests, Urban Recreation Forestry Division invites e-Auctions for the following work(s) from the eligible persons/agencies/companies, as detailed in the table below. [Collection (downloading) and Submission (uploading) of Auction can be made online through the website <https://wbtender.gov.in> only].

Sl. No.	Name of the Work	Starting Bid Price	Earnest Money Deposit	Period of completion
01	<b>NIT No.78/GPW/WBFDC/2024-25</b> Leasing out of the 01 no. café in Banabitan Park under DCF/URF Division for the year 2024-2025 at near Gate No. 02	Rs. 9,437.00	Rs. 3,000.00	<b>01 (one year)</b>

- 1) Intending bidder shall have to download the tender/auction documents from the website directly with the help of Digital Signature Certificate. All the bidders shall have to deposit **Earnest Money of Rs. 3,000/- (Rupees three thousand) only** in Net banking (any of the bank listed in the ICICI Bank payment gateway) in case of payment through ICICI Bank gateway.
- 2) Both Technical Bid and Financial Bid are to be downloaded from and submitted concurrently, duly digitally signed, in the website <http://wbtenders.gov.in>. as per the Date & Time indicated at Clause -20, 'Important Dates & Time' of this NIT.
  - ii. **Rate of monthly rent should be quoted excluding GST.** It should be quoted online both in words and figures. Scope of Work detailed at Clause -14 of this NIT as well as all other terms & conditions of this NIT should be read carefully before quoting rate.
  - iii. The Intending Tenderer may visit the premises / site of the Cafe on any Govt. Working day in consultation with The Ex- Officio Manager GPW/WBFDCL & DCF/URF Division for

on spot assessment of the premises / site and all other aspects which may influence the work. All cost for inspection of site and understanding the work including any cost for planning of various aspects, to be borne by bidders themselves.

iv. The Technically eligible tenderer who offers the Highest Financial Bid (H1) above the Reserve Monthly Rent of this NIT will be selected. The bidders have to quote price above the Starting Bid Price and only those bids quoted above the Reserve Price will be considered. If no substantial bids are placed the tender/auction stands cancelled. However, the Ex-Officio Manager GPW/WBFDCL & Deputy Conservator of Forests and Urban Recreation Forestry Division reserves the right to reject any or all of the bids.

v. The Intending Bidder should quote/ offer a rate of Monthly Rent (excluding GST) of the Cafe higher than the Reserve Monthly Rent. The Financial Bid/ offer shall remain valid for 180 days from the date of opening of the tender.

3) The Financial Offer of the prospective qualified Intending Tenderer(s) will be considered only if the Technical Bid of the tender (s) is found qualified by competent authority of the Ex-Officio Manager GPW/WBFDCL & DCF/URF Division. The decision of the competent authority of the Ex- Officio Manager GPW/WBFDCL & DCF/URF Division will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.

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

a) Be a sole Proprietorship Firm or a Partnership Firm or a Private or Public Ltd. Co. Or a Public Sector Undertaking or a Statutory Body or a Co-Operative Society registered with appropriate authority. Having valid license of selling food (cooked/packed) items. Signed documents must be submitted / uploaded along with the bid.

b) Possess requisite well established infrastructure to carry out the work, possession of qualified cook and other supervisory and non- supervisory staff, sufficient resource fullness with adequate equipment, furniture, tools, support sundries or sufficient financial resourcefulness and solvency to acquire all the required for proper execution of the work.

c) Have sufficient financial resourcefulness and solvency to undertake the work.

#### **5) Valid Documents:**

The intending bidder should submit the followings:.

- (a) Valid Trade License issued by the competent Authority.
- (b) Valid GST registration certificate.
- (c) PAN Card.
- (d) Food & Beverages License from the appropriate authority.
- (e) Other Statutory license/ registration as applicable for this type of service.
- (f) Professional Tax Registration and Deposited Challan for the current period are to be uploaded/ submitted as non- statutory documents.

ii) Registration Certificate of Co-Operative Society from appropriate authority/Registered Partnership Deed, for Partnership Firms only along with Power of Attorney since executed under any judicial Magistrate/ First Class Magistrate/ Certificate of incorporation and Article of Association and

Memorandum of Association of a Ltd company shall be uploaded/furnished as non- statutory documents.

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

7) The right is reserved by Ex- Officio Manager GPW/WBFDCL & Deputy Conservator of Forests and Urban Recreation Forestry Division to revise or amend the tender documents prior to the date notified as the last date for submission of tender or also to extend such dates. Such revisions, amendments or extension shall be duly notified, which shall also form part of tender documents.

**8) The intending Tenderer should fully understand the contents of the tender document in right spirit. Any post claim due to insufficient knowledge on any count, shall not be entertained and such deficiency shall not come in way of proper and timely progress of work.**

9) The Ex-Officio Manager GPW/WBFDCL & Deputy Conservator of Forests and Urban Recreation Forestry Division reserve the right to reject any or all of the bids/ tenders without assigning any reason whatsoever and no challenge against such rejection will be entertained. The tenderer will not be entitled to any compensation for such rejection tender/bid.

10) In case of sudden closure of office due to reasons beyond the control of the undersigned, the last date and time as indicate hereinafter under the Clause-20, 'Important Dates & Time' will automatically be deferred to the stated in this notice inviting tender.

11) Participation in the tender process deems that the applicant is fully agreeable to abide all the terms and conditions as stated in this inviting tender.

12) Any notice or instruction to be given to the participations under the terms of this NIT shall be deemed to have been served if it has been delivered to his authorized agent (on the strength of authorisation) or representative or sent by speed post to his address as furnished or e-mail mentioned in the bid document .

13) Any corrigendum regarding this NIT before the last date of submission of tender/ bid will be uploaded in the website [www.wbtenders.gov](http://www.wbtenders.gov) along with publication in the office notice board. The intending tenderers are requested to visit the website for any updating etc. in this regard.

**14) Scope of Activities:**

The successful Bidder/Agency will have to run the Cafe, i.e., selling of food in the specified area as well as, confectionary and non- alcoholic, non-intoxication beverages for the period specified in this notice against payment of monthly rent to this authority.

The Area of the Cafe and location is as follows:

<b>Location</b>	<b>Carpet Area (in Sq.M.)</b>
Banabitan Park near Gate No. 02	Area = 80 Sq.ft.

**15) General Terms and Conditions:**

A. The successful Tenderer on written intimation shall have to enter into a formal Deed Contract in duplicate. The tenderer shall be bound by the terms and conditions of Contract to be executed along with the specifications as enumerated in the NIT along with enclosures, Special Terms & Conditions, if any, and schedule of works etc. Which will form part and parcel of the contract?

B. The Tenderer shall at the beginning of each month within the first 7 (Seven) working days deposit the monthly rent in advance plus Taxes as applicable from time to time.

C. The monthly rent will be enhanced by 8% after completion of each year. Monthly rent will be payable from the actual date of handing over of the possession of the Café, if the work order extended after 01 year.

D. The Tenderer shall pay the monthly rent plus the Service Tax as applicable from time to time in advance to DCF/URF Division within first 7 (Seven) working days of the concerned month.

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

Further delayed payment interest will be levied at the same rate to be calculated on monthly basis for the entire period of default if payment is made beyond the scheduled month of payment. If rent remains outstanding for 3 (three) consecutive months, the agreement will be liable to be terminated and the contract will be cancelled accordingly and the amount of Security Deposit will be forfeited to The Ex-Officio Manager GPW/WBFDCL & DCF/URF DIVISION.

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

**F. i) That the entire amount of Earnest Money Deposit of Rs. 3000/- (Rupees three thousand only) submitted by the intending Tenderer and a further sum of Rs. 3000/- (Rupees Fifty thousand only) deposited by him subsequently will be converted into security deposited for a total amount of Rs. 6000/- (Rupees six thousand only) and such Security Deposit will be refunded after successful completion of the entire contract period.**

ii) The amount so converted will bear no interest and may be forfeited to the Ex- Officio Manager GPW/WBFDCL & DCF/URF Division at its option in case of breach of any of the terms and conditions on the part of the operator. Such security deposit will be refunded after successful complete of the contract period.

G. the Cafe shall continue to remain under the ownership and possession of The Ex- Officio Manager GPW/WBFDCL & DCF/URF Division.

H. i) The Successful Tenderer shall be responsible to run the Cafe with its own employees. He should run the Cafe with all the necessary equipment for cooking, heating, grinding, serving etc. Any addition or alteration in the allotted space is not permitted except for interior decoration work for which written consent of the Ex- Officio Manager GPW/WBFDCL & DCF/URF Division should be obtained beforehand. If any damage to the premises is caused due to negligence or any activity of the intending Tenderer, He will have to make good such damage at his own cost. If any violation of this condition is detected, it will be considered as a breach of the contract and it will entail the agreement liable to be cancelled forthwith.

ii) The successful Tenderer shall engage and deploy at his cost, adequate numbers of whole-time qualified personnel for smooth and proper execution of the work The Intending Tenderer shall ensure that staff engaged for the purpose are well trained polite and free from communication diseases.

iii) The staff should be well dressed in a uniform (whose design shall have prior approval of the DCF/URF Division) each employee shall wear a photo identity card to be provided by the Intending Tenderer and approved by The Ex- Officio Manager GPW/WBFDCL & DCF/URF Division.

I. i) The Cafe will remain open from 10.00am to Sunset. However, such timing is subject to change from time to time by The DCF/URF Division depending upon seasonal suitability if it considers it necessary.

ii) Night stay inside the Cafe is strictly prohibited.

J. i) That the waste materials so generated out of running of the Cafe will be handled by the INTENDING TENDERER as per existing rules and guidelines for collection by its Solid Waste management staff from a particular point as decided by The Ex- Officio Manager GPW/WBFDCL & DCF/URF Division. There should be system of separation of bio-degradable/food waste and non-bio-degradable/recyclable wastes. No waste material should be allowed to decompose or disposed of either inside the Cafe or the adjacent area outside the Cafe for keeping the area clean and pollution free. No littering will be allowed under any circumstances. The intending bidder shall take all necessary steps for prevention feeding of food from Café by the visitors.

ii) The successful Tenderer will be responsible for elimination of the littering and penalty will be imposed for such deviation. The Ex- Officio Manager GPW/WBFDCL & DCF/URF Division reserves the right to cancel the rent agreement in such cases.

i) The successful Tenderer will be responsible for maintaining high standards of hygiene and cleanliness in the Cafe and for full observance of all relevant regulations of Government/ The Ex- Officio Manager GPW/WBFDCL & DCF/URF Division. The Intending Tenderer shall not carry out any business within the premises/site of the Café other than running the Café under any circumstances.

K. i) That all materials should be used as per rules and regulations of Health Department, Government of West Bengal, Environment Department Government of West Bengal and Forest Department, Government of West Bengal and as per existing rules and regulations.

ii) The food items should have nutritious value and shall be subject to verification by the officials of The Ex- Officio Manager GPW/WBFDCL & DCF/URF Division or of Health department/Consumer Affairs Department, Government of West Bengal or representatives of any other competent authority at any time. If the quality of food is not found to be satisfactory, food items shall be liable to be replaced at the cost of the Tenderer. Further if the food quality is found to be unsatisfactory repeatedly, the contract will be liable to immediate termination.

iii) The Intending Tenderer shall have to arrange display conspicuously “ala carte menu” for general information of the public.

iv) That the entire arrangement should be in pollution free manner. In case of any deviation, the contract shall also be liable to be cancelled.

L. The successful Tenderer will be solely responsible for all payment and observance and compliance of relevant provision of laws/rules/regulation etc. In respect of his employees and the business of running the Café. The Ex- Officio Manager GPW/WBFDCL & DCF/URF Division or its authorised representatives will have no liabilities whatsoever with regard to such statutory compliances and payments.

M. The successful Tenderer shall maintain a suggestion and Complaint Book and the Suggestion recorded therein will be given due consideration. Notice disclosing existence of this book

will have to be displayed in English and Bengali at a prominent point within the Cluster of food stall. This book must be readily available for inspection by The Ex- Officio Manager GPW/WBFDCL & DCF/URF Division officials whenever called for.

N. Consumption or sale of alcohol and tobacco or pan masala or any other intoxication in the Cafe is strictly prohibited and in the event of violation of this directive, the Agreement will be liable for termination.

O. The Cafe including store space, equipment/implements etc, including then articles kept by Intending Tenderer for serving of food and beverages shall remain open for inspection by the DCF/URF Division or its authorised representative (s) at any point of time.

**P. That cooking will be allowed only with use of non-domestic cooking gas, i.e., non-domestic LPG only inside the Kitchen area of the Café. Preservation of any inflammable articles other than non-domestic cooking gas is not allowed. Use of domestic cooking gas/kerosene/coal/electricity/any other item as a cooking medium is strictly prohibited and if found so on inspection by The Ex- Officio Manager GPW/WBFDCL & DCF/URF Division or any other authority competent to inspect, the agreement will be liable to the cancelled forthwith.**

Q. That The Ex- Officio Manager GPW/WBFDCL & DCF/URF Division will only provide the space of Café, water and electricity connections. All recurring costs of running the Cafe and charges for water and electricity consumption will have to be borne by the Intending Tenderer himself.

R. The successful Tenderer will have to do all minor repairs at his own cost after obtaining prior written approval of The Ex- Officio Manager GPW/WBFDCL & DCF/URF Division.

S. That in case of any major repairs work undertaken by The Ex- Officio Manager GPW/WBFDCL & DCF/URF Division for any reasons the Intending Tenderer will have to vacate the premises and simultaneously arrange or an alternative accommodation by him at his own cost and The Ex- Officio Manager GPW/WBFDCL & DCF/URF Division will not entertain any claim whatsoever in this regard.

T. That at the end of the contract period, the premises is to be handed over by the Intending Tenderer to The Ex- Officio Manager GPW/WBFDCL & DCF/URF Division at its original form.

U. That sub-letting of the Cafe either in full or part by the Intending Tenderer is strictly prohibited and if found so, the Agreement is liable to be terminated including imposition of penalties as determined by The Ex- Officio Manager GPW/WBFDCL & DCF/URF Division.

V. The Intending Tenderer shall have to comply with all the provisions of West Bengal shops and Establishment Act 1963 while running the Café.

W. Upon breach of any of the terms and conditions as detailed in this e-tender by the successful Tenderer The Ex- Officio Manager GPW/WBFDCL & DCF/URF Division may issue a notice in writing, determine and put end to the contract, to be entered into, without prejudice to the right of The Ex- Officio Manager GPW/WBFDCL & DCF/URF Division to claim damages for antecedent breaches, thereof on the part of the Successful Tenderer and also to reasonable compensation for the loss occasioned by the failure of the Successful Tenderer to fulfil the terms and conditions of this Agreement as certified in writing by The Ex- Officio Manager GPW/WBFDCL & DCF/URF Division which certificate shall be conclusive evidence of the amount of such compensation payable by the Successful Tenderer to The Ex- Officio Manager GPW/WBFDCL & DCF/URF Division .

X. In the event of any dispute or differences, whatsoever arising in connection with any terms and conditions or guideline relating to meaning and interpretation subsequently including any alleged breach thereof, the same shall be referred to The Ex- Officio Manager GPW/WBFDCL & DCF/URF Division and his decision will be considered final.

Y. For any disruption of running the Cafe for any reason beyond the control of The Ex- Officio Manager GPW/WBFDCL & DCF/URF Division shall not be bound to pay any compensation or compensate any loss or profit for any reason whatsoever if claimed by the TENDERER.

Z. The Intending Tenderer agrees to indemnify, hold harmless, defend and protect The Ex- Officio Manager GPW/WBFDCL & DCF/URF Division or their officers and employees from and against any and all claims losses, damages, demands liabilities, suits, costs, expenses (including attorney's fees) penalties judgement, or obligation whatsoever for or in connection with injury (including death) or damage to any person or the loss or damage of property to whomsoever, belonging or pecuniary or monetary loss resulting from arising out of or in any way related to activity conducted by or the omissions of Tenderer.

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

17. **Period of Contract:** The period of contract for the Café is for **01 (one) year** from the date of formal work order.

**18. The technical bid will be scrutinized on the basis of eligibility criteria. The tenders may be required to make presentations of documents and/ or written submission before the Technical Evaluation Committee (TEC) of The Ex- Officio Manager GPW/WBFDCL & DCF/URF Division. The technically eligible agency which offers Highest Financial Bid (H1) will be selected, if otherwise found ok.**

**19. Consideration of the contract:**

Payment of monthly rent by the selected agency to The Ex- Officio Manager GPW/WBFDCL & DCF/URF Division is the Consideration of the Contract. Intending tenderers will have to quote the rate of rent the first year in the prescribed format in the BOQ.



## **20. Important Dates & Time:**

<b>Sl.No</b>	<b>Particulars</b>	<b>Date &amp; Time</b>
1	Date of publishing of NleT& other documents (online)	14.01.2025 at 10.00 a.m.
2	Document download start date	14.01.2025 at 10.00 a.m.
3	Date of Pre-bid Meeting	-
4	Document download end date	22.01.2025 at 04.00 p.m.
5	Bid submission start date	14.01.2025 at 10.00 a.m.
6	Bid submission closing date	22.01.2025 at 04.00 p.m.
7	Date of opening for Technical Bid	24.01.2025 at 04.00 p.m.
8	Date of uploading list of Technically Qualified Bidders	Will be intimated later on
9	Date of opening of Financial proposal	Will be intimated later on

**Sd/-**

Ex-officio Manager, Green Projects Wing, Wbfdcl &  
Deputy Conservator of Forests  
Urban Recreation Forestry Division

**Memo No. 62/2-24**

**Date: 13.01.2025**

Copy forwarded for kind information to:

- 1) The Managing Director, West Bengal Forests Development Corporation Ltd.
- 2) The Chief Executive Officer, Green Projects Wings, West Bengal Forests Development Corporation Ltd.
- 3) The Ex-Officio General Manager, Green Projects Wing, West Bengal Forests Development Corporation Ltd.
- 4) The Projects Wing tender, Wbfdcl requested to upload the notice in the Wbfdcl website.
- 5) Notice Board

**Sd/-**

Ex-officio Manager, Green Projects Wing, Wbfdcl &  
Deputy Conservator of Forests  
Urban Recreation Forestry Division