Memo no. 1183 /29-61 Date: 23.11.2026

NIeT NO.: 23/29-61/26-27 (2nd Call)

Name of Work	Reserve Price / Minimum License Fee per month	EMD (Rs.) 2% of Reserve Price / Minimum License Fee per month x 60 months	Period of Contract & Enhancement of License Fees	Release of Security Deposit
Notice inviting e-Tender For "Selection of Agency for Setting up of temporary Food Kiosk and its Operation, Maintenance, and Management at Zoological Garden, Alipore, Kolkata"	Rs. 64,544.00 (excluding all taxes as applicable)	Rs. 77,453.00 (No exemption is allowed on the deposit of EMD)	5 years from the effective date of the agreement & License Fees will be enhanced @5% per annum	After 2 months of removal of all the temporary food kiosk and all other belongings of the Licensee from the Licensed premises upon completion of the contract

(Actual License Fees to be paid by the bidder will be = Quoted rate as License Fees + all applicable statutory taxes)

Issued by:
Divisional Manager, Kolkata Forest Corporation Division
West Bengal Forest Development Corporation Limited (WBFDCL)
KB-19, Sector-III, Salt Lake City, Kolkata-700106
Web site: https://www.wbfdc.com
E-mail: kfcd@wbfdc.com

DISCLAIMER

1. The information contained in this Notice Inviting e-Tender (the "NIeT) or subsequently provided to interested parties (Bidders), whether verbally or in documentary or in any other form by or on behalf of the Divisional Manager, Kolkata Forest Corporation Division, or any of its authorized representatives, is provided to the Bidders on the terms and conditions set out in this NIeT and such other terms and conditions subject to which such information is provided.
2. Divisional Manager, Kolkata Forest Corporation Division has prepared this document to give interested parties background information on the Project. While Divisional Manager, Kolkata Forest Corporation Division have taken due care in the preparation of the information contained herein and believe it to be accurate, neither Divisional Manager, Kolkata Forest Corporation Division 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 that they do not rely on the information in submitting their Proposal. The information is provided on the basis that it is not binding on the Divisional Manager, Kolkata Forest Corporation Division, or any of its authorized representatives. Divisional Manager, Kolkata Forest Corporation Division 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

Divisional Manager
Kolkata Forest Corporation Division

1. Background

1.1. The West Bengal Forest Development Corporation Limited (WBFDCL) (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 WBFDCL 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. The Alipore Zoo is one of the most popular tourist attractions in Kolkata. Approx. 32-35 lakhs tourists/ visitors visiting Alipore Zoo Annually.

1.3. In order to provide convenience to the visitors, the West Bengal Zoo Authority intended to develop Food Kiosk within in the Zoological Garden at Alipore, Kolkata.

1.4. West Bengal Forest Development Corporation Limited and West Bengal Zoo Authority have mutually decided to select the agency for setting up of temporary Food Kiosk & its Operation, Maintenance, and Management in the Zoological Garden at Alipore, Kolkata. Approximate area of site identified for Food Kiosk is 2,500 sqft. To develop temporary structure for Food Kiosk WBFDCL will allow more or less 16% of available open space. Licensee (the bidder whose rate has been accepted by WBFDCL and awarded the work) will be allowed to submit their business plan for Food Kiosk over more or less 16% of the available open space. After getting approval of business plan the Licensee have right only on the 16% of available open space. Although the rest of the open space will be allowed to the visitors for their convenience of using those Food Kiosk but WBFDCL reserves the right to utilize the rest available land as per convenience of WBFDCL.

1.5. On behalf of the WBFDCL, the Divisional Manager, Kolkata Forest Corporation Division, now intends to select a suitable agency through a transparent, open, and competitive bidding process.

1.6. The Location of the site for setting up the temporary food kiosk is provided in Appendix-1.

2. General Guidelines for e-tender

2.1. 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 www.tenders.wb.gov.in . The organization/agencies are required to click on the link for the e-Tendering site as given on the web portal.

2.2. Each bidder is required to obtain a Class III Digital Signature Certificate (DSC) for submission of the e-tender.

2.3. Bidders can search & download NIeT Document(s) electronically from a computer once they log on to the website www.tenders.wb.gov.in.

2.4. Bids are to be submitted online before the prescribed date & time using the Digital Signature Certificate (DSC). The documents must be uploaded as virus-scanned copies, duly Digitally Signed. The documents will be encrypted (transformed into non-readable formats).

2.5. The Bidders are advised to submit the bids well in advance of the deadline, as the Divisional Manager, 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.

2.6. A Bidder desirous of taking part in NIeT process shall log in to the e-Procurement portal of the Government of West Bengal www.tenders.wb.gov.in using his login ID and password.

2.7. He will select the NIeT and initiate payment of the pre-defined EMD by selecting the payment modes as available in www.tenders.wb.gov.in.

3. **Selection of Agency**

3.1. Divisional Manager, Kolkata Forest Corporation Division has decided to carry out a two-part bidding process, comprising of namely, Technical Bids and Price Bids/ Financial Bids (collectively referred to as the 'Bidding Process') from interested Bidders for selection of a Bidder 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/ Financial Bids.

3.2. This NIeT contains information about the Project, Bidding Process, Bid submission, Qualification, and Financial Proposal requirements.

3.3. Interested bidders who can comply with the requirements may submit the tender duly filled in and supplemented with all relevant documents to the Divisional Manager, Kolkata Forest Corporation Division for further processing as per laid procedures. Tenders not completed in any respect are liable to be rejected summarily.

3.4. Tenders are to be submitted online to the website www.tenders.wb.gov.in in two folders, one is Technical Bid & the other is Price Bid/ Financial Bid [as BOQ] before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded as virus-free scanned copies duly Digitally Signed. The documents will be encrypted (transformed into non-readable formats).

3.5. The bidders are advised to submit the bids well in advance of the deadline. Divisional Manager, Kolkata Forest Corporation Division will not be liable or responsible for non-submission of the bids or submission of incomplete bids on account of any technical glitches or any problems in connectivity services used by the bidder.

3.6. Any award of Contract pursuant to the Bidding Process shall be subject to the terms and conditions of Bidding Documents.

3.7. Persons bidding shall visit the site and make themselves thoroughly acquainted with the site condition, site access, handling and storage facility availability, demand, location, surroundings, state of clinical and para-clinical facilities, climate, availability of power, water, facilities of transport, conditions affecting labour and materials, removal of rubbish/waste, cost of carriage freight and other relevant utilities/ matter/ charges/ cost / any special difficulty in carrying out the work before submission of their bid. The intending bidders shall clearly understand that, whatever the outcome of the present Invitation of NIeT, no bidding costs shall be reimbursable by the Divisional Manager, Kolkata Forest Corporation Division.

3.8. Joint Ventures not allowed.

3.9. Subcontracting/ Subletting is not allowed.

4. **Calendar of Events**

Sl. No.	Particulars	Date & Time
1.	Date of uploading and publishing of NIeT (online)	24.11.2026 at 10.00 AM
2.	Documents download start date (Online)	24.11.2026 at 10.00 AM
3.	Bid submission start date (Online)	24.11.2026 at 10.00 AM
4.	Documents download end date (Online)	08.12.2026 by 05.00 PM
5.	Last date of submission of Bid (Online)	08.12.2026 by 05.00 PM
6.	Bid opening date for Technical Proposals (Online)	10.12.2026 by 05.00 PM
7.	Date of uploading Technically Qualified bidders (online)	To be informed online to the website www.tenders.wb.gov.in
8.	Opening of the Financial Proposal (Online)	To be informed online to the website www.tenders.wb.gov.in

Note:
a) In case of any unscheduled holiday or on days of Bandh or natural calamity on the aforesaid dates, the next workingday will be treated as scheduled / prescribed date for the same purpose.
b) The Tender Inviting Authority may change the venue of opening the Technical or Financial Bids in case of exigentcircumstances like breakdown of communications link or conditions of force majeure.
c) The Tender Inviting Authority reserves the right to defer the date of opening of either Technical or FinancialProposal or both, if required.

5. **Instructions to Bidders**

5.1. Where a person happens to be a director or partner of a company or firm, such person shall, while submitting any tender for and on behalf of such company or firm, invariably submit a copy of registered power of attorney showing clear authorization in his favour, by the rest of the directors of such company or the partners of such firm, to submit such tender. The Power of Attorney shall have to be registered in accordance with the provisions of the Registration Act, 1908.
5.2. Any condition or qualification or any other stipulation mentioned by the bidder in the Bid shall render the Bid liable to rejection as a non-responsive Bid. The bids shall be unconditional, firm, and irrevocable
5.3. 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.
5.4. Any Bidder 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 5 (five) 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.
5.5. 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, Divisional Manager, Kolkata Forest Corporation Division shall forfeit and appropriate the EMD (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 NIeT, 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.

6. Eligibility Criteria

6.1. The Bidder may be Proprietorship Firm / Partnership Firm / LLP / Private Limited Company / Public Limited Company.

6.2. I) Operational – (a) The Bidder should produce a single credential of running a restaurant/ food court on rent from any State/ Central Government, State/ Central Government undertakings, Statutory/ Autonomous bodies constituted under the Central/ State statute for at least 2 years during 5 years prior to the date of issue of tender notice.

Or

The Bidder should produce two credentials of running a restaurant/ food court on rent from any State/ Central Government, State/ Central Government undertakings, Statutory/ Autonomous bodies constituted under the Central/ State statute for at least 1 year during 5 years prior to the date of issue of tender notice.

Credential certificate should be issued by the Executive Engineer/Divisional Forest Officer or equivalent or Competent Authority of a State/ Central Government, State/ Central Government undertakings, Statutory/ Autonomous bodies constituted under the Central/ State statute.

II) Turnover – Bidder should have average annual Turnover of Rs. 10 lakhs for the financial years 2022-23, 2023-24, 2024-25.

6.3. The Bidder must also possess the following:

6.3.1. GST Registration Certificate.

6.3.2. In case of Company – Registration/ Incorporation Certificate under the Companies Act, MOA & AOA, Registered Power of Attorney, up-to-date Trade License issued by Local Bodies under Government of West Bengal.

6.3.3. In case of Partnership Firm / LLP - Registered Partnership Deed, Registered Power of Attorney, up-to-date Trade License issued by Local Bodies under Government of West Bengal.

6.3.4. In case of Proprietorship Firm – up-to-date Trade License issued by Local Bodies under Government of West Bengal.

6.3.5. Joint ventures/consortium not allowed.

6.3.6. PAN card.

6.3.7. Income tax return acknowledgement for financial year 2022-23, 2023-24, 2024-25.

6.3.8. Audited balance sheet and P&L Accounts of financial year 2022-23, 2023-24,2024-25.

6.3.9. EPF, ESI registration certificate.

7. Grounds for suspension/ debarment:

The procedure below shall govern the suspension/debarment of Bidders/ Contractors/ Licensee involved in WBFDC Ltd. procurement for offences or violations committed during competitive bidding and contract implementation for the works.

a) Submission of eligibility requirements containing false information or falsified documents.

b) Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids to influence the outcome of eligibility screening or any other stage of the bidding process.

c) Unauthorized use of one's name/digital signature certificate for the purpose of bidding process.

d) Any documented unsolicited attempt by a bidder (A Person/Contractor/Agency /Consortium/Corporation participating in the procurement process and/or a person / Contractor / Agency / Consortium / Corporation having an agreement/contract for any procurement with the WBFDCL shallbe referred as Bidder) unduly influencing the outcome of the bidding in his favour.

e) Refusal or failure to post a self–declaration to the effect of any previous debarment imposed by any other department of State Government and/or Central Government.

f) All other acts that tend to defeat the purpose of the competitive bidding, such as lodging false complaints about any Bidder, lodging false complaints about any Officer duly authorized by the WBFDCL, restraining any interested bidder from participating in the bidding process, etc.

g) Assignment and subcontracting of the contract or any part thereof.

h) Whenever adverse reports related to adverse performance, misbehaviour, direct or indirect involvement in threatening, making false complaints etc. damaging the reputation of the Forest Department/ WB Zoo Authority/ WBFDCL or any other type complaint considered fit by the competent authority of the Forest Department/ WB Zoo Authority/ WBFDCL, are received from more than one Officer or on more than one occasion from an individual Officer.

i) Refusal or failure to submit the required Security Deposit / License Fees within the prescribed time without justifiable cause.

j) Refusal to accept an award after issuance of "Letter of Acceptance" or enter into contract with the Divisional Manager, Kolkata Forest Corporation Division without justifiable cause.

k) Failure of the Bidder/ Licensee, due solely to his fault or negligence, to mobilize and start work or performance within the specified period as mentioned in the "Letter of Acceptance", "Letter of Acceptance cum Work Order", "Work Order","Notice to Proceed", "Award of Contract", etc.

l) Failure by the Bidder/ Licensee to fully and faithfully comply with its contractual obligations without valid cause, or failure by the Bidder/ Licensee to comply with any written lawful instruction of the Procuring Entity/Authority (the Officer authorized by the WBFDC Ltd. for procurement) or its representative(s) pursuant to the implementation of the Contract.

m) Non-deployment of committed equipment, facilities, support staff and manpower;

n) Willful or deliberate abandonment or non-performance of the project or Contract by the Bidder/ Licensee resulting in substantial breach thereof without lawful and/or just cause.

o) Failure to obtain necessary FSSAI (Food Safety and Standards Authority of India) registration, Commercial Gas or LPG License and failure to obtain any other statutory requirement as defined by existing rules, regulations and their subsequent amendments from time to time.

CATEGORY OF OFFENCE:-

- First degree of offence: 'a' to 'o' of the above Clause-7 to be considered as First degree of offence.

- Second degree of offence: Any one of the offences as mentioned in Clause-6 above, committed by a particular Bidder/Contractor/Licensee on more than one occasion, shall be considered as Second degree of offence.

In addition to the penalty of suspension/debarment, the bid security / earnest money posted by the concerned Bidder or prospective Bidder or Licensee shall also be forfeited.

PENALTY FOR OFFENCE:-

- For committing First degree of offence: Disqualifying a Bidder from participating in any procurement process under West Bengal Forest Development Corporation Limited up to 2 (two) years.

- For committing Second degree of offence: Disqualifying a Bidder from participating in any procurement process under the West Bengal Forest Development Corporation Limited up to 3 (three) years.

8. Uploading of the Bid

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

A. Folder-I - Technical Bid: <u>The Bidder shall submit the Technical Bid in the formats specified in respect thereto</u>

   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) Affidavit-Y (to be furnished by the prospective bidders as per prescribed format in non-judicial stamp paper, must be uploaded with both sides of Stamp Paper)
   iv) Documents as mentioned in Clause 6.

The Divisional Manager, Kolkata Forest Corporation Division shall not consider bid/s which are lacking in terms of the above-mentioned information (information as sought under Folder I; Technical Bid).

B. Folder-II Financial/Price Bid: The Financial/ Price Bid shall be submitted in the B.O.Q. Only the downloaded copy of the B.O.Q. is to be uploaded quoting the rate. The rate to be quoted in the space marked for quoting the rate in the BOQ, and the same is required to be encrypted using their Digital Signature Certificate before uploading.

9. Financial Proposal/ Bid Variable/ Price Bid

9.1. The Bidder shall submit its financial quotes as its Financial Bid online in Folder II in the BOQ format. Draft of the BOQ format is enclosed as Annexure-III for reference. Bidders are not required to enter any rate

in the draft BOQ in Annexure-III. If any bidder submits any rate in the Draft BOQ in Annexure-III or in any other form with the Technical Bid, his bid will summarily be rejected during Technical Evaluation.

9.2. Bidders can quote at per/ above (+) the Reserve Price (Minimum License Fee). If any Bidder quotes a rate lower than the Reserve Price, his bid will be summarily rejected during financial evaluation.

9.3. The Reserve Price (Minimum License Fee) excludes all taxes. Therefore, bidders' quoted rate (License Fees) also excludes all taxes. Actual License Fees to be paid by the bidder will be = Quoted rate as License Fees + all applicable statutory taxes.

9.4. In case of tie bid: Keeping the discovered H-1 rate as ceiling, sealed bids may be invited from all the H-1 bidders and out of those the highest one may be selected.

If none of the H-1 bidders is ready to offer further higher rates, then the bidder with higher credential - value of single work/ service of similar nature completed during the last 3 years may be selected among the H-1 bidders.

10. Opening of and evaluation of Bids

i. Technical proposals of the bidders will be opened from www.tenders.wb.gov.in.

ii. The Tender Committee of WBFDCL will evaluate bid as per clause 8 & 9 mentioned above.

iii. The bid submission by an intending bidder who is already blacklisted in any State/Central Government, State/ Central Government Undertaking, Statutory/ Autonomous bodies constituted under the Central/ State Statute will be disqualified.

iv. Conditional/ incomplete tender will not be accepted under any circumstances.

v. If the prospective Bidder is found to have applied severally in a single job, all his applications will be rejected for that job

vi. During evaluation, the Tender Committee may summon the bidders and seek clarification/information or additional documents or the original hard copy of any of the documents already submitted, and if these cannot be produced within the stipulated time frame, their proposals will be liable for rejection.

vii. Financial bid of technically qualified Bidders as recommended by the Tender Committee of WBFDCL will be opened.

viii. The Project shall be awarded to the Bidder who submits the Highest financial bid. However, the Tender Accepting Authority does not bind itself to do so. The Tender Inviting Authority reserves the right to reject any bidder or all bidders without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any bidder at any stage of bidding.

ix. For tenders with less than 3 (three) bids received, action will be taken in accordance with the latest Government Orders in this regard.

x. The Tender Inviting Authority reserves the right to cancel this NIeT due to unavoidable circumstances and no claim in this respect will be entertained.

11. Bid Validity

Generally, Bids will be valid for 120 days from the date of opening of the price bid/ financial bid. However, extension of bid validity may be suitably considered by the Tender Inviting Authority, if required, subject to obtaining a written confirmation of the contractor/bidder(s) to that effect. Withdrawal of bid once the bid has been submitted online and after the passing of the end date for submission, which has been accepted for further processing is not allowed. EMD will be forfeited by WBFDC Ltd., and the bidder/contractor will be penalized in terms of the existing financial norms of the Government of West Bengal.

12. EMD

12.1. EMD has to be payable in ONLINE mode as per Finance Department G.O. No 3975 F (Y) dated 28th July 2016.

12.2. No exemption is allowed on the deposit of EMD.

12.3. The EMD of the unsuccessful Tenderer will be refunded as per notification issued by Finance Department,Government of West Bengal, Memo No. 3975-F(Y) dated 28/07/2016.

13. Security Deposit

The successful bidder shall have to submit a security deposit @ 10% of License Fees quoted per month excluding taxes x period of contract, i.e. 60 months (e.g., for base price: Rs. 64,544 / month x 60 months x 10% = Rs. 3,87,264.00). The security deposit shall have to be submitted after issuance of the Letter of Acceptance to the successful bidder. After deposition of Security Deposit, the selected bidder has to submit a Project Report giving details of the design, drawing and specification of Food Kiosk along with the business activities that will be carried out from the Food Kiosk. After approval of the Project Report, an Agreement will be signed with the successful bidder and the Divisional Manager, Kolkata Forest Corporation Limited. The Security Deposit will be withheld during the entire period of the contract. The Security Deposit shall be returned to the Licensee after 2 months of removal of the temporary food kiosk and all other belongings of the Licensee from the Licensed premises upon completion of the contract. No interest will be paid on the withheld Security Deposit.

After deposition of the security deposit, the EMD will be refunded to the successful bidder on receipt of an EMD refund request from the successful bidder.

If the successful bidder refuses/ fails to deposit the security deposit within the prescribed time, his EMD submitted during e-tender will be forfeited, and action will be taken against the bidder as defined in clause 7 of this NIeT.

14. Force majeure

Neither party shall be liable for any failure or delay in performing its obligations under this Contract if such failure or delay is caused by events beyond its reasonable control, including acts of God, war, acts of terrorism,

civil commotion, epidemics, pandemics, or government lockdown orders. Either party seeking relief shall notify the other party in writing within 7 days of the occurrence.

15. Terms & Conditions

15.1. Divisional Manager, Kolkata Forest Corporation Division reserves the right to reject the bid of any bidder who is a defaulter to the WBFDC Ltd., West Bengal Zoo Development Authority & the Forest Directorate, W B in respect of payment of dues.

15.2. Response submitted by Fax or E-mail or any form other than mentioned above will not be acceptable and liable for rejection by Divisional Manager, Kolkata Forest Corporation Division.

15.3. **Divisional Manager, Kolkata Forest Corporation Division shall provide the License Right for a period of 5 years for setting up of temporary Food Kiosk and its Operation, Maintenance, and Management from the Effective Date of the Agreement. The Effective Date of the Agreement shall be the date of Commencement of Commercial Operation.**

15.4. **The License Fee will be enhanced @5% per annum.**

15.5. **The Selected Bidder (hereinafter to be called the Licensee) shall 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 Licensee shall take all applicable approvals, licenses and permits from relevant Authorities to start the Commercial Operation.

15.6. For Food Kiosk: Before entering into agreement the selected bidder has to submit a Project Report giving details of the design, drawing and specification of the Food Kiosk along with the business activities that will be carried out from the Food Kiosk. Once the design, drawing, specification, and business activities get approved by the Divisional Manager, Kolkata Forest Corporation Division the selected bidder shall have to deposit the Security Deposit with the Divisional Manager, Kolkata Forest Corporation Division. After deposition of the Security Deposit, the bidder has to enter into an agreement with the Divisional Manager, Kolkata Forest Corporation Limited. After signing of the agreement, a work order will be issued in favour of the bidder. The bidder shall have to start the commercial operation within 60 days (date of commissioning of commercial operation) of signing the agreement. The License of the Project Site will be provided on an 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.

The Licensee cannot undertake any kind of permanent construction in the licensed premises or outside the licensed premises. If needed in the interest of the Project or for security purposes, the Licensee can do temporary construction inside the licensed premises only after obtaining prior approval of the Competent Authority.

15.7. **The Licensee has to pay the License Fee for the month within the first 7 working days of that month. After receiving the License Fee, Divisional Manager, Kolkata Forest Corporation Division will issue a GST tax invoice to the Licensee. If the Licensee fails to deposit the License Fee within the first 7 working days of that month, the Licensee shall have to pay additional charges of 20% on the Monthly License Fee to Divisional Manager, Kolkata Forest Corporation Division as a penalty. If the License Fee and the penalty on the license fee are due for 30 days, the equivalent amount will be forfeited from the Security Deposit. For continuing the contract, the Licensee has to pay the forfeited amount to the**

Divisional Manager, Kolkata Forest Corporation Division, within 60 days of issuance of the deduction statement by the Divisional Manager, Kolkata Forest Corporation Division to the Licensee. If the Licensee fails or refuses to pay the forfeited amount within the stipulated time period, then the Divisional Manager, Kolkata Forest Corporation Division reserves the right to (i) forfeit the balance amount of Security (ii) to discontinue the contract with immediate effect (iii) debar the Licensee from participation in e-tender of WBFDCL for 2 years.

15.8. The Licensee shall not assign or sublet the License in whole or part to any third person/ entity.

15.9. The Licensee shall be responsible for payment of all other Government dues/ fees as well as penalty levied by such Authority from the date of taking over to the Date of expiry of this contract without burdening the WBFDCL / WB Zoo Authority on that account.

15.10. Taxes as applicable by the Government from time to time has to be borne by the Licensee.

15.11. If any damage is caused to the WB Zoo Authority Property by the Licensee during setting up of Food Kiosk for starting commercial operation, the Licensee will be liable to rectify the damages at his own cost. If the Licensee fails/refuses to rectify the damages, the Divisional Manager, Kolkata Forest Corporation Division reserves the right to deduct an equivalent amount from his withheld Security Deposit and rectify the same. The Licensee shall have to compensate the deficiency of withheld Security Deposit to rectify the damages within 07 days of any communication made by the Divisional Manager, Kolkata Forest Corporation Division to the Licensee in this regard. If the Licensee fails/ refuses to compensate the deficiency, the Divisional Manager, Kolkata Forest Corporation Division reserves the right to forfeit the Security Deposit and terminate the agreement with immediate effect. The full liability and responsibility will also lie over the Licensee due to any damage to property, animal or human due to any unforeseen incident/ accident caused.

15.12. 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.

15.13. The Licensee shall ensure that there will be no discharge of water in the open areas outside the Licensed premises.

15.14. The Licensee shall ensure that all cooking is done at the Food Kiosk, using electrical gadgets like a microwave, Steamer, fryer, etc. No cooking on fire of any sort will be allowed in the Food Kiosk.

15.15. The Licensee shall always keep the Licensed premises and surrounding areas neat and clean.

15.16. 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. The electric bill of Temporary Food Kiosk shall be borne by the Licensee. If the Licensee fails to deposit the electricity bill or any other utility bill and if any claim arises by any authority against WBFDCL in this regard, then the Divisional Manager, Kolkata Forest Corporation Division, reserves the right to deduct the equivalent pending amount from the withheld security deposit with the Divisional Manager, Kolkata Forest Corporation Division. The deficiency caused in the security deposit in this regard shall have to be paid by the Licensee within 7 days after receipt of any communication from the Divisional Manager, Kolkata Forest Corporation Division to the Licensee. If the Licensee fails or refuses to pay the deducted amount within the stipulated time period, then the Divisional Manager, Kolkata Forest Corporation Division reserves the right to (i) forfeit the balance amount of Security

Deposit (ii) to discontinue the contract with immediate effect (iii) debar the Licensee from participation in e-tender of WBFDCL for 2 years.

15.17. Since it is an eco-sensitive zone, the Licensee shall adhere to the eco-sensitive principles and applicable laws**.**

15.18. Except where otherwise provided in the Contract, all questions and disputes relating to this tender or to any other question, claim, rights, matter, or things whatsoever, in any way arising out of or relating to the contract or the commencement or failure to commence the same, whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Managing Director, WBFDC Ltd. Cost of arbitration shall be borne by both the parties equally.

15.19. The Licensee has to bear all operational & other costs including utility charges towards operation, maintenance, and management of the facilities.

15.20. The Licensee cannot exhibit any advertisement except displaying his name. If the Licensee exhibits any advertisement other than his own name, his license will be terminated.

15.21. Licensee shall have to take prior approval from the Competent Authority of WBFDCL before fixing food price. Rate/rates of any food items can only be increased by the Licensee after taking prior approval from the Competent Authority of WBFDCL.

15.22. The usual terms of opening and closing the **Food Kiosk** will be as per the operational timeline of the Zoo. The Zoo remains closed for one day in a week, and accordingly the operation of the Food Kiosk will be closed on that day.

15.23. The Licensee must satisfy WBFDCL about the hygienic conditions of their products and articles offered for sale as well as the reasonableness of the process of each item of food and drinks offered for sale at the Food Kiosk and maintain all precautionary measures to be imposed by the competent authority from time to time.

15.24. The Licensee shall submit a duplicate copy of the monthly sales invoice to the Divisional Manager, Kolkata Forest Corporation Division, by the 15th day of the next month, and an income-expenditure report of the Food Kiosk as per the audited balance sheet & P&L accounts at the end of each financial year.

15.25. Divisional Manager, Kolkata Forest Corporation Limited reserves the right to terminate the Agreement/ Contract earlier by giving a one-month notice to the Licensee at any period of the Agreement/ Contract. Whether the withheld security deposit is refunded depends entirely on the gravity of the issue that forced the Divisional Manager, Kolkata Forest Corporation Limited, to terminate the contract.

Divisional Manager, Kolkata Forest Corporation Limited reserves the right to terminate the agreement/contract even on shorter notice, which will not be a part of Force Majeure. Whether the withheld security deposit is refunded depends entirely on the gravity of the issue that forced Divisional Manager, Kolkata Forest Corporation Limited to terminate the contract.

15.26. After expiry/ discontinuation of the contract, the Licensee shall have to remove the temporary Food Kiosk and any other items belonging to the Licensee without causing any damage to the property of West Bengal Zoo Authority. Any damage caused during such removal shall be borne by the Licensee. If the Licensee

fails/denies to repair the same, Divisional Manager, Kolkata Forest Corporation Division reserves the right to deduct an equivalent amount from his withheld Security Deposit.

15.27. Licensee shall arrange Fire Safety equipment at his own cost.

15.28. Around Food Kiosk, WBFDCL may take up awareness campaign and promotional activity of Forest Produce, Eco-tourism etc. at its own cost.

15.29. Hiring of Food Kiosk for organising any kind of event is strictly prohibited. Food will be served to the visitors on a first-come, first-served basis.

15.30. The Licensee will be required to provide his support staff list to the Director, Alipore Zoo or any of his Authorised Representatives and copy to Divisional Manager, Kolkata Forest Corporation Division along with identity and address proof before starting any kind of commercial operation. Any change in staff list shall be informed to the Director, Alipore Zoo or any of his Authorised Representatives and copy to Divisional Manager, Kolkata Forest Corporation Division within 7 days of such replacement.

15.31. Timing of entry and exit of goods vehicle of Licensee and support staff of Food Kiosk shall be governed by the existing rules of Alipore Zoo Authority. Before taking goods in and out of the Alipore Zoo premises, the Licensee shall submit/seek a road challan/gate pass from the Alipore Zoo Authority as per existing rules of Alipore Zoo Authority.

15.32. The Licensee shall indemnify, defend, and hold harmless WBFDCL and the West Bengal Zoo Authority against any claims, losses, damages, or liabilities arising out of bodily injury, food poisoning, fire accidents, or property damage caused to visitors or staff. The Selected Bidder shall obtain a comprehensive Third-Party Public Liability Insurance Policy before commencing operations.

15.33. The selected bidder shall have to submit a FSSAI (Food Safety and Standards Authority of India) License from the Competent Authority for the entire period of the contract. This License shall have to be submitted by the selected bidder after signing an agreement with the Divisional Manager, Kolkata Forest Corporation Limited and before starting any commercial operation in the Licensed premises. After submission of the License of FSSAI (Food Safety and Standards Authority of India) License from the Competent

Authority, Divisional Manager, Kolkata Forest Corporation Limited will issue Work Order in favour of the selected bidder.

15.34. Authorized officers of WBFDCL, West Bengal Zoo Authority, or Health Authorities reserve the right to inspect the premises, food preparation areas, storage, cleanliness, and price lists at any time without prior notice. Any deficiency observed shall be rectified by the Licensee within 48 hours of notification.

15.35. Strict adherence to Plastic Waste Management Rules is mandatory. Use of single-use plastics, plastic bags, plastic cutlery, styrofoam containers, and non-biodegradable packaging materials is strictly prohibited within the licensed premises. The Licensee shall use eco-friendly and biodegradable packaging materials only.

15.36. Food will be supplied at the Canteen Premises or other place as desired by the Authorized Representative of WBZA and WBFDCL.

15.37. Food served should be hygienic. If there is an untoward incident due to your supplied food, the Licensee might be penalised as decided by the Authority of WBZA and WBFDCL.

15.38. Food that is not hygienic or stale will not be sold.

15.39. Waste Management of the licensed premises and surrounding licensed premises will be undertaken by the Licensee only. The area of the temporary food kiosk should be clean. There should be regular cleaning of the utensils, etc., before leaving.

15.40. Timing should be adhered to strictly.

15.41. Selling any alcoholic beverages by the Licensee in the Licensed premises is strictly prohibited.

Divisional Manager
Kolkata Forest Corporation Division

Annexure – I

To,

The Divisional Manager,
Kolkata Forest Corporation Division,
'Aranya Bikash',
KB-19, Sector-III, Salt Lake City,
Kolkata-700106
E-mail: kfcd@wbfdc.com

Dear Sir/ Madam,

NIeT No:

Subject: "NIeT for Setting up of temporary Food Kiosk and its Operation, Maintenance, Management at Zoological Garden, Alipore, 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 NIeT, 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 are complete, true and correct in every detail.

We hereby also confirm the following:

1. The Proposal is being submitted by _____[…] (*name of the Bidder-*, in accordance with the conditions stipulated in the NIeT.
2. We have examined in detail and have understood the terms and conditions stipulated in the NIeT issued by the Divisional Manager, Kolkata Forest Corporation Division and in any subsequent communication sent by the Divisional Manager, Kolkata Forest Corporation Division.
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 NIeT 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 NIeT, 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, if we are selected as the Successful Bidder.
6. We certify that in the last five 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 NIeT; 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 NIeT, 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 NIeT, 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 not bound to accept any Bid that you may receive.

10. I further certify that regarding 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 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 I 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 NIeT that has been provided to me before the Bid Due Date. We agree not to seek any changes in the aforesaid bid document 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 NIeT, 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. I agree and undertake to abide by all the terms and conditions of the NIeT. In witness thereof, I submit this Bid under and in accordance with the terms of the NIeT.

18. I am not a defaulter to the WBFDC Ltd., West Bengal Zoo Development Authority & the Forest Directorate, W B in respect of payment of dues.

Thanking You,

Yours Sincerely,

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

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

Name of the Person **:**

Designation **:**

Annexure II – Bidder's Profile

1. (a) Name of organisation:

(b) Type of organisation (Proprietorship/ Partnership/ LLP/ Private Company/ Limited Company etc.):

(c) GST No:

2 Brief description of the Firm/ company including details of its main lines of business and an organization chart showing the structure of the firm/company with names of key personnel :

3 Details of individual(s) who will serve as the point of contact/ communication for Divisional Manager, Kolkata Forest Corporation Division:

4. Address:

5. Telephone / Mobile Number(s):

6. E-Mail Address:

7. 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 bid is liable to be rejected.

Signature of the Authorized Signatory with date & seal

Annexure III: Draft Format of BOQ for Financial Bid

To,

The Divisional Manager,
Kolkata Forest Corporation Division,
'Aranya Bikash',
KB-19, Sector-III, Salt Lake City,
Kolkata-700106
E-mail: kfcd@wbfdc.com

NIeT Ref No:

Subject: "NIeT for Selection of Agency for setting up of temporary Food Kiosk and its Operation, Maintenance, and Management at Zoological Garden, Alipore, Kolkata"

Dear Sir,

As a part of the Bid for Selection of Agency for Setting up of temporary Food Kiosk and its Operation, Maintenance, and Management at Zoological Garden, Alipore, Kolkata, we offer our Price Bid, as follows:

Name of Work	Reserve Price / Minimum License Fee per month	Quoted License Fee per month	Quoted License Fee per month in words
Selection of Agency for Setting up of temporary Food Kiosk and its Operation, Maintenance, and Management at Zoological Garden, Alipore, Kolkata	Rs. 64,544/- (excluding all taxes as applicable)	Rs. …….. (excluding all taxes as applicable)	

(Actual License Fees to be paid by the bidder will be = Quoted rate as License Fees + all applicable statutory taxes)

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

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

FOR AND ON BEHALF OF _____

SIGNATURE _____

NAME _____

DESIGNATION _____

COMPANY SEAL

AFFIDAVIT – Y

(To be furnished in Non-judicial stamp paper of appropriate value duly notarized)

(I) I, the undersigned do certify that all the statements made in the attached documents are true and correct. In case of anyinformation submitted, proved to be false or concealed, the application may be rejected and no objection/claim will beraised by the undersigned.

(II) The undersigned also hereby certifies that neither our Firm/ Company _____nor any of constituent partners had been debarred to participate in tender by State/ Central Government, State /Central Government undertakings, Statutory/ Autonomous bodies constituted under the Central/ State statute in favour of whom credentials are preferred by the undersigned towards eligibility criteria claim; during the last 5 (five) years priorto the date of publication of this N.I.T.

(III) The undersigned would authorize and request any Bank, person, Firm, or Corporation to furnish pertinent information as deemed necessary and/or as requested by The Tender Inviting Authority herein referred to as the Tender Inviting & Accepting Authority, to verify this statement.

(IV) The undersigned understands that further qualifying information may be requested and agrees to furnish any such information at the request of the Tender Inviting & Accepting Authority.

(V) Certified that I have applied in the tender in the capacity of individual/as partner of a firm & I have not applied severally for the same job.

(VI) I do not have any litigation in past or present with any Govt./PSU/Semi-Govt. organisation of the State/ Central Government.

(VII) I or any of my constituent partner shall neither have abandoned any work nor any of our contract have been rescinded during the last 5 (five) years from the date of publication of this NIT. Such abandonment or rescission will be considered as disqualification towards eligibility

Date:_____

Authorized signatory of the Firm/Company:_____

Title & Capacity of the officer:_____

Name of the Firm with Seal:_____

Appendix – 1-Location of temporary food kiosk

