

WEST BENGAL TRANSPORT CORPORATION LIMITED

[Formerly known as The Calcutta Tramways Co. (1978) Limited]

(A State Government Undertaking)

12, R.N. Mukherjee Road, Kolkata – 700 001.

e-TENDER NOTICE NO. : WBTC/JMD/NIT-400/2022-23 (3rd Call)

e-Tenders are invited for providing usury rights of building space equipped with fittings, fixtures and furniture of different categories on license basis located within the **Park Circus Depot of WBTC Ltd. having total covered area of about 9296 sq. ft.** from experienced, financially sound and bonafide firms /agencies /parties for operation of commercial / office / Banquet Hall / Ceremonial Hall initially for a period of 5 (five) years. The period of contract may be extended upon prayer of the successful bidder and these will be under the sole discretion of management of WBTC Ltd.

e-Tender Form will be available online on payment of Rs. 1000/- (Rupees one thousand) only (non-refundable). Earnest Money is to be deposited online @ Rs.1,00,000/- (Rupees one lakh) only in the account of **WEST BENGAL TRANSPORT CORPORATION LIMITED, A/C No - 11175159061, State Bank of India, Dalhousie Square Branch, IFSC - SBIN0001401.**

Tenderer will have to submit the copy of IT Return acknowledgement for the last 3 Assessment Years, Audited Profit & Loss Statement and Balance Sheet, Profession Tax Payment Certificate for the current year, copy of PAN, GST Registration Certificate, Trade License, LLP or partnership agreement, MSME Certificate if any, Fire License, Police License, Food Safety License for required purposes hereto.

The Company reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.

For further details intending bidders may contact the office of the Deputy Managing Director, WBTC, at “Paribahan Bhawan” 12, R.N. Mukherjee Road, Kolkata – 700 001.

Joint Managing Director
WBTC (CTC)

TERMS & CONDITIONS OF THE e-TENDER

1) Manner of submission of e- Tender

Both **Technical Bid** and **Financial Bid** are to be submitted concurrently duly digitally signed in the website <http://wbtenders.gov.in>. Tender documents may be downloaded from website and submission of Technical Bid and Financial Bid will be done as per Time Schedule stated below:

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	23.03.2023
2	Documents download/sell start date (Online)	23.03.2023
3	Documents download/sell end date (Online)	13.04.2023
4	Pre bid meeting to be held at Office of the Jt. Managing Director, CTC	
5	Bid submission start date (On line)	23.03.2023
6	Bid Submission closing (On line)	at 12 noon on 13.04.2023
7	Last Date of submission of Earnest Money Deposit (Off line)	at 12 noon on 13.04.2023
8	Bid opening date for Technical Proposals (Online)	18.04.2023 at 3.00 P.M
9	Date of uploading list for Technically Qualified Bidder(online)	-----
10	Date of uploading the final list of Technically Qualified Bidder(online) after disposal of appeals, if any.	-----
11	Date for opening of Financial Proposal (Online)	To be notified later.

The **FINANCIAL OFFER** of the prospective bidder will be considered only if the **TECHNICAL BID** of the bidder is found qualified by the 'Tender Evaluation Committee' formed by the authority of WBTC. The decision of the 'Tender Evaluation Committee' will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.

2) The successful tenderers shall have to deposit **Security Deposit** (non-interest bearing) @ 10% of the total contract value for five (5) years in the form of Bank Guarantee. The Bank Guarantee should be drawn on any Nationalised Bank at Kolkata with validity of extra 6 months. The Security Deposit will be released after end of the contract subject to adjustment, if any, in respect of dues so far payable by the Agency. The Security Deposit will not carry any interest.

3) The successful tenderer shall be required to execute a Leave and License Agreement on Rs. 100/- non-judicial Stamp Paper (2 copies in original) with WBTC Ltd. for use of the demarcated space for operation of commercial / office / Banquet Hall / Ceremonial Hall within Park Circus Depot of WBTC Ltd. initially for a period of 5 (five) years, with the successful bidder with the payment of 1 year's License Fee in advance on the date of execution of agreement, **with appropriate revolving financial Bank Guarantee for 1 (one) year, including applicable taxes.** The Bank Guarantee should be drawn on any Nationalised Bank at Kolkata with validity of extra 6 months. Notice Inviting Tender and Terms & Conditions will form part of the Agreement.

- 4) The Company will have the full liberty to resort to encash the Earnest Money and Security Deposit.
- 5) The successful tenderer may use the space inside the Covered area either for establishing Office / Bank or for the purpose of preparing food stuff and for storing of food stuff including fruits. He shall not assign, sublet or transfer in whole or any part of the space allotted to him and should not commit any breach of this condition. **It may kindly be noted that no structural construction / modification within the covered area is permissible. For any interior works the successful tenderer must have to submit detailed plan at the office of CE (Civil), WBTC for necessary approval.** He shall be liable for damages to building and other materials of this Company. Contractor will be allowed to vend food stuff produced in the cafeteria as thereto outlets of their choice without causing any obstruction to normal operation of this Company.
- 6) Tenderer will be allowed to inspect the present site before offering rates on approaching to the CE (Civil) at Civil Department of WBTC at Paribahan Bhawan.
- 7) The successful Tenderer will have to arrange for separate Meter / Sub-meter for electricity. The input supply point would be provided by WBTC. Also he has to make necessary arrangement for water supply & drainage disposal, solid waste / garbage disposal at his own cost & responsibility.
- 8) In case of food shop / cafeteria the licensee will not sell any intoxicating items/articles viz. wine, liquor, bhung, ganja, opium etc. and also consumption of such articles at the cafeteria shall be prohibited. He will not also sell any food stuff which is stale, un-wholesome and not fit for human consumption.
- 9) The Tenderer shall bring his own employees (workmen and take back them at the time of termination of license agreement. In case of the Banquet Hall/Ceremonial Hall workers with address and other particulars should be submitted by the licensee, caterer to the concerned authority of this Company.
- 10) The licensee shall remain liable to discharge all statutory obligations for the man power engaged by him for the job. In case of any accident of the workers engaged by him in course of the performing allotted job within the Banquet Hall/Ceremonial Hall/Company premises, the licensee will be fully responsible for the same and Company will not be liable in any way.
- 11) The License is generally meant for 5 (five) years, commencing from the date of execution of the agreement. But the Company may, at any time giving three months notice in writing or less than 3 months if the Company may deem fit and proper to terminate the License for the interest of the Company or in the public interest or change in the Govt. Policy and the parties/agencies/firms will have no right to object to the same or demand any compensation for such termination by the Company at any point of time. The Company or the licensee shall have the right to terminate this license agreement by giving 3 (three) months notice in writing without assigning any reason whatsoever and in this event the licensee shall have no right to claim any compensation other than the refund of his Security Money.
- 12) The licensee must vacate the premises at the end of the agreement period and on the last date of the tenure of license, he must hand over free and peaceful possession of the space to the Company on as is where is basis. For over stay and delay in handing over of the possession of premises a daily penalty @ Rs. 1,000/- per day over & above the license fees will be charged and recovered from the Security Deposit.
- 13) Any damage caused to the building or property of the Company shall be recovered from the licensee.
- 14) The licensee should make necessary arrangement for Fire Fighting inside the Banquet Hall / Ceremonial Hall / office building to avoid any fire hazards. Necessary clearance is to be obtained by the licensee from competent authority.

15) The payments of 12 months License Fee has to be deposited on-line in designated bank account of WBTC Ltd. **in advance** within 7th day of 1st month of every year, failing which a penalty @ 2% per month or fraction thereon shall be charged for the period of delay.

16) If the Licensee contravenes any of the terms and conditions of the license agreement, the same shall be liable for immediate termination and the Company will be empowered to forfeit the Security Deposit Money.

17) **Validity of Contract:** The available spaces will be licensed initially for a period of 5 (five) years subject to renewal upon the best performance of the contract in all respect and it will be considered upon prayer by the successful tenderer. However, the decision regarding any extension of contract will be at the sole discretion of the management of WBTC Ltd. There will be escalation of license fees @ 10% of last license fee paid after completion of every 3 (three) years. If the renewal for further period of 5 years is granted by the Company, it will be subject to an escalation of license fee @ 25% of last paid license fee. The proposed places will be licensed on “as is where is basis”. However, the tenderer is to inspect the said spaces as mentioned above in consultation with the WBTC Ltd. on any working day with prior appointment and of course prior quoting of the rates for space. But the Company may any time giving 3 (Three) months’ notice in writing terminate the contract in public interest and the agency will have no right to object to the same or demand any compensation for such termination by the Company.

18) The successful bidder shall do the repair work of the premises, in question, so as to make the premises habitable and shall be liable to repair from time to time as and when it is so required till in possession to them. However, he has to give prior intimation for such repair work to the Civil Department of WBTC Ltd. for approval.

19) It is clearly to be noted that No Major Modification of existing structure is allowed. However, for any additional civil works regarding outer wall, roof, partition wall, floor, ceiling etc. commensuration with the KMC Building rule, may be allowed after obtaining necessary “No Objection” from the WBTC Ltd. The successful tenderer has to submit a Preliminary Plan & Report (PPR) of such work along with proposed live load duly certified by empanelled Structural Engineer of KMC for technical evaluation by WBTC Ltd. Any activity on the part of successful tenderer shall no affect to jeopardize the rights of WBTC Ltd. under any circumstances.

20) The clearance from KMC / Municipal / Local body or other authorities, if so required at any stage, would have to be obtained by the successful bidder. WBTC Ltd. will provide necessary assistance in this matter as and when required.

21) The Licensee shall allow WBTC Officials to enter the building space and to inspect the same at any time during working hours.

22) The Licensee shall keep the conference hall and one guest suite (at 3rd floor) reserve for the WBTC for 25 days in a year for the official purpose of WBTC on Free Of Cost basis.

DECLARATION

I / We do hereby declare that I/we have gone through the terms and conditions as laid down in the tender which are acceptable and will be binding upon me/us if my/our tender is accepted / rejected by the Company. I / We also declare that I / we are going into a contract agreement with the Company after selection. I / We shall abide by all the terms and conditions as above and will be laid down in the contract agreement. In case of violation of any of the terms and conditions of the Tender/Contract, the WBTC Ltd. will be at liberty to cancel the contract and to forfeit the Security Money deposited by me/us without assigning any reason.

Date : Signature :

Place : Name of the Firm/ Individual :

Address :

Seal :

PLEASE NOTE:

Documents / papers to be furnished in the Tender:-

- 1) **The copy of the particulars of EMD is to be uploaded in technical bid. Without this, the commercial bid will not be opened.**
- 2) Photocopy of money receipt of Rs. 1,000/- (Rupees One Thousand) only towards purchase of Tender documents. Without this, the tender will not be opened.
- 3) Copy of Trade / Food Safety / Fire License / Catering License / I.T. / GST/ P.T. Certificate /PAN CARD.
- 4) Requisite amount of Earnest Money to be submitted through online.
- 5) Partnership deed /Company registration with ROC documents if applicable.
- 6) **CREDENTIALS:** Tenderers holding long term lease in similar nature as exist at least for last 5 years, should mention the same with necessary relevant documents in technical bid. These will be treated as Credential of the tenderer.

F O R M - 'A'

PARTICULARS OF THE TENDERER

- 1(a) Name of the Bidder :
- (b) Name of Industrial House / office with which registered (Certificate must be enclosed) :
- 2(a) Proprietor's Name :
- (b) Particulars of Experience :
3. Full address of the Firm /Company :
- (a) Head Office :
- (b) City Office :
- (c) Phone No. :
4. i) Particulars of the Trade Licence. :
- ii) Catering Food Licence etc. (Xerox copy to be attached) :
- iii) Agency No. of Soft Drinks/ Ice Cream, if any. :
- iv) GST No. / PAN No. :
5. Experience with Govt. Establishment: or Big Industrial House, if any.
6. Details of Bank Account :

Date :

Place :

Signature of Tenderer with Seal.

COMMERCIAL BID

F O R M - 'B'

Schedule of Rates

Location of building	Monthly License fee offered (must be written clearly in figures & words) GST is to be mentioned @ 18% separately.	Particulars of submission of Earnest Money Deposit
Near Park Circus Depot Out-Gate (4 storied building)		

Date :

Place :

Signature of Tenderer with Seal.