# **West Bengal Tourism Development Corporation Limited**

(A Govt. of West Bengal Undertaking)
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Memo No: 925/WBTDCL/Computer No: 890106 Date: 27.08.2024

# Notice Inviting e-NIO No.- 07WBTDCL /2024-25

NOTICE INVITING QUOTATION (NIQ) FOR RENTING OF BUILT-UP SPACE OF 9,533 SQ. ft. AT ALO TOURISM PROPERTY, CHANDANNAGAR, HOOGHLY, LAWN AND ROOMS (EXCEPT CONFERENCE HALL) OF ADJOINING BUILDING OF CMC, WONDER LAND PARK.

Superintending Engineer, West Bengal Tourism Development Corporation Limited invites e-NIQ from interested parties having experience of at least 3 years in Hospitality sector for renting of built-up space at Alo Tourism property at Chandannagar, Hooghly.

Bidders can also download this document from the e-Tender Portal at Website (<a href="http://wbtenders.gov.in">http://wbtenders.gov.in</a>) and submit their NIQ in the given format duly filled in and digitally singed with required enclosures and documents through the-tender portal.

The bidders are advised to visit the site of the said Built-up space and other area on any working days between 11:00am to 05:00 pm. After taking prior permission of the Authority to acquaint themselves with the nature and extent of work and space provided for running the services in an effective and efficient manner before submitting NIQ.

In the event of e-filling, intending bidder may download the tender documents from the website http://wbtenders.gov.in directly with the help of Digital Signature Certificate. Necessary Earnest Money, as specified in work list in respect of tender ID, has to be deposited by the bidder through the following payment mode as per Memorandum of Finance Department vide No. 3975- F (Y) dated 28th July,2016.

- 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.

Superintending Engineer
WB Tourism Development Corporation Ltd.

# **NOTICE INVITING OUOTATION (NIO ) DOCUMENT FOR**

FOR RENTING OF BUILT UP SPACE OF 9,533 SQ. ft. AT ALO TOURISM PROPERTY, CHANDANNAGAR, HOOGHLY, LAWN AND ROOMS (EXCEPT CONFERENCE HALL) OF ADJOINING BUILDING OF CMC, WONDERLAND PARK.

## **IMPORTANTDATES**

Date &time of uploading of NIQ document (Online)	30/08/2024 from 10:30 hours.
Start Date & Time for Download the Documents of NIQ	30/08/2024 from 11:00hours.
Start Date & Time for Submission of NIQ (Online)	30/08/2024 from 11:00 hours.
Date and Time of Pre-bid meeting	06/09/2024 at 2:00 PM.
Pre-bid meeting	Online mode, meeting link will be shared in due course.
Closing Date and Time for submission of NIQ document (Online)	13/09/2024 at 16:00hours
EMD Amount	Rs 1,00,000.00. Failure to deposit the Earnest Money disqualify the bidder during Technical Bid. Earnest Money of the unsuccessful bidders will be refunded within 30 days from the date of opening of financial bid.
Date & Time of Opening of Technical Bids (Online)	17/09/2024 at 11:00am
Minimum bid value/Base price	Rs. 46,00,000.00(Per Annum)

#### **ABOUT THE PROPERTY**

Alo Tourism Property owns 53,541.72 sq. ft. structured area near Chandannagar, Hooghly, out of which 9,533 sq. ft consisting of one banquet hall with two rooms, restaurants, kitchen, tavern, proposed games room, and adjacent lawn will be leased out on MAGR along with LAWN AND ROOMS (EXCEPT CONFERENCE HALL) OF ADJOINING BUILDING OF CMC, WONDERLAND PARK.

Major terms & conditions for leasing are hereby attached in ANNEXURE-I.

Interested parties may submit their NIQ as per the details in ANNEXURE-II.

List of furniture and Fixture, Kitchen Equipment's, etc. to be specified after inventory before signing of Agreement.

# **ANNEXURE-I**

## **Important Terms & Conditions:**

- 1. WBTDCL intends to lease out the said built up space for tenure up to 10 (Ten) years with an increment of lease rent @10% after every 3 years.
- 2. The premises will be leased out by the process of execution of a Lease agreement. Detailed terms and conditions will be included in the same. All the legal and statutory expenses of whatsoever nature, required at the time of execution of lease rent agreement, shall be borne exclusively by the lessee.
- 3. Any Government charges related to premises/property usage shall be borne by the lessee from the date of signing of Lease Rent Agreement.
- 4. Any incidental cost to be paid to WBTDCL towards renting permission is to be borne by the Lessee.
- 5. The lease rent agreement shall be prepared as per the specifications of WBTDCL and shall be binding upon the lessee unconditionally.
- 6. The ownership of the built up space being offered on lease will be with the Lessor during the entire lease period. Lessee shall not hypothecate, pledge or create any encumbrance whatsoever on the property nor shall it part with the possession of the property to any third party during subsistence of the lease Agreement. Subleasing of the built up space to any third party will not be allowed.
- 7. No structural changes/ modification will be permitted to the existing buildings. Temporary/ re- locatable structures (required if any) by Lessee may be permissible with permission from Lessor.
- 8. Renovation (if required) & maintenance of the built up space shall be carried out by Lessee at their own cost without changing the main structure as per the approved plan after the expiry of defect liability period.
- 9. Security and Housekeeping for the premise/built up space shall be carried out by lessee at their own cost.
- 10. The Lessee shall strictly be bound by the rules and regulations prescribed by WBTDCL as set forth in the Lease Agreement for the usage, operation & administration of their unit. The Lessee/Tennant shall obtain necessary NOCs for operating the proposed business from all concerned authorities.
- 11. Interested parties, if required, may visit the built up space site before filing/ submitting the Notice Inviting Quotation and can contact the authority over there.
- 12. Any legal expenses/ Court matter related expenses would be borne by the Lessee.
- 13. The subject property will only be used for Commercial purpose.
- 14. The subject property will not be sold or sub-leased by the Lessee.
- 15. Proportionate electrical bill/ Water bill etc. will be paid by Lessee.
- 16. Lease rent will be paid by successful bidder on quarterly basis.
- 17. If failure in payment happens for consecutive three quarter, the Lessor have the right to cancel the Lease Agreement.

- 18. The WBTDCL has right to change any clause during NIQ. period.
- 19. The lessee should obey the rules and guidelines for his business as pre scribed by the Govt. from time to time.
- 20. Electricity- Sub-meter should be installed by the vendor for the specific areas of usage at his own cost after signing agreement.
- 21. Electricity and other incidental expenses, cleaning, up-keeping of earmarked building and lawn at Wonderland Park needs to be borne by the lessee.
- 22. Proportional fuel charges for Common Generator and electricity charges for common pump has to be borne by the successful bidder.
- 23. Staff food for Alo Tourism Property (Reception and accommodation part only) will be supplied from his kitchen by the successful bidder at a rate mutually agreed by WBTDCL and successful bidder.
- 24. Guests of WBTDCL shall avail food from the Restaurant at a discounted rate of the menu price( mutually agreed upon)
- 25. Car parking area shall be used by both WBTDCL & Lessee as per the terms mutually fixed by both party and laid down in the lease agreement.

### General Terms and Conditions:-

### 1. **SECURITY DEPOSIT:**

The Successful bidder should deposit a sum of money amounting to 6(six) month of rental value of awarded amount in advance in the form of DD/bank draft in favour of MD., WBTDCL at the time of LOA (Letter of Acceptance) and the same will be returned without interest after the lease period is over and after the key(s) of the leased out building is handed over by the occupant by vacating the premises. Refund will be subject to full settlement of dues payable to MD, WBTDCL and adjustment against damages, if any, or any other amount payable.

# 2. PAYMENT OF RENT:-

Actual rent will be applicable from the date of Agreement and the Agreement will be executed as is where is basis. After LOA the successful bidder can take time maximum 30 days to complete his/her/ their allied internal/ external decoration works. The successful bidder shall pay the rent every quarter in advance on or before 10<sup>th</sup> of the following month. If the agency fails to deposit the rent in advance, the penalty clause will be levied as per the rule. Payment of rent will initiate from the date of Agreement of execution. After receiving the LOA the agency should start the related works as early as possible and should be completed the same within 30 days. WBTDCL intends to lease out the said built up space for the tenure of up to 10 (ten) years with increment of lease rent @10% after every 3 years.

# 3. PENALTYFORLATEPAYMENTOFRENT:-

Duration	Penalty
Within 1 <sup>st</sup> month from last due date	5% of Rent
Within 2 <sup>nd</sup> month from the last due Date	10% of Rent
Within 3 <sup>rd</sup> month from the last due Date	20% of Rent
Above 90 Days from the last due Date	Contract may be terminated at the discretion of WBTDCL.

### 4. OTHER TERMS AND CONDITION:

Earnest Money of the successful bidder will be converted with security deposit Money after execution of Agreement, which is within 30 days from the date of receiving of the LOA or after completion of the related works which is earlier.

#### **Disclaimer:**-

- 1. The purpose of this document is to provide the Applicant (S), with information to assist the formulation of the NIQ, Each Applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this document and where necessary obtain independent advice from appropriate sources. WBTDCL employees and officers make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the document.
- 2. WBTDCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in the NIQ.
- 3. The issue of this NIQ does not imply that the WBTDCL is bound to select an Applicant. No contractual obligation whatsoever shall arise from the NIQ process unless and until a formal contract is signed and executed between WBTDCL and the concerned applicant (S).
- 4. WBTDCL reserves the right not to proceed with the NIQ or invite afresh with or without amendments at any stage without assigning any reasons thereof, or to change the process or procedure to be applied. It also reserves the right to decline to discuss the proposal further with any party submitting a proposal in response to this NIQ.

# **ANNEXURE-II**

### **DETAILS OF THE INTERESTED PARTY:-**

- 1. Name of the Company/Party
- 2. Status of the Company (Public Ltd/ Pvt. Ltd., Partnership/ LLP firm/ Proprietary)
- 3. Address
- 4. Telephone No.
- 5. Website address (if any)
- 6. Valid GST registration No.
- 7. Permanent Account Number (PAN)
- 8. Name, Designation, Telephone No. & Email Id of the individual who will serve as the point of contact.
- 9. Name, Designation, Telephone No. & Email Id of the authorized Signatory.
- 10. Nature of business for which space is required.
- 11. Credential of having experience of at least 3 years in Hospitality Sector.

(\*Self-attested copies of GST Registration Certificate, PAN Card, AoA and MoA to be submitted with NIQ)

### **Declaration:**-

I/ We hereby confirm that:

- 1. Details furnished above are correct to the best of my/ our knowledge.
- 2. I/ We have read and understood the terms & conditions of the NIQ and I/ we unequivocally accept the same.
- 3. I/ We hereby confirm that, all the terms and conditions specified in this offer are acceptable to me/ us and will form part of the lease agreement.
- 4. I/We confirm having fully inspected the property and understood all the needful for the purpose of submission of this NIQ.
- 5. I/ We are a bonafide user and require this for my/our use.
- 6. I/ We am/ are aware that WBTDCL is not bound to accept the Notice Inviting Quotation and will not be required to give any reason for rejecting this Notice Inviting Quotation.
- 7. All the required details have been furnished and if this Notice Inviting Quotation form is incomplete in any respect on my part then the same is liable to be rejected at the discretion of WBTDCL.
- 8. I/ We further certify that I/ We am/ are an authorized signatory of the company and, therefore, competent to submit the details towards this Notice Inviting Quotation.
- 9. I/we/am/ are bound to use this property only for commercial purpose.

	(Signature with Seal)
Date:	Name:
	Name of the Firm/Company/Participate:

### **OTHER CONDITIONS AND CLAUSES:-**

- 1. In case of tie, further sealed bids will be taken from the bidders, whose rates are tied, to decide to whom the work of the 9,533 sq. ft built up space at Alo Tourism Property at Chandannagar, Hooghly will be allotted. The decision of the Competent Authority of the WBTDCL for the AOC (Award of Contact) will be final and binding on the bidder.
- 2. Bidder in his own interest & cost should inspect the proposed premises/ place before submitting NIO.
- 3. Successful bidder shall complete all formalities within 30days' time including remittance of security deposit and execution of Lease Deed prescribed by the Authority and shall start his business within 30days from the date of AOC.
- 4. Agreement in non-Judicial Stamp Paper of Rs. 100/- will be signed by and between the WBTDCL and the successful bidder, within 10 days (maximum) from the issuance of LOA, failing which LOA may be withdrawn and his NIQ-cum-Bid maybe rejected.
- 5. The WBTDCL reserves the right to ACCEPT/ REJECT any or all of the NIQ-cum-Bid without assigning any reasons there for.
- 6. The agency shall be responsible for the repair of 9,533 sq. ft built up space at Alo Tourism Property at Chandannagar, Hooghly built up space at. Any alteration & Modification if required, during the Leased out period has to be done after obtaining prior written permission from the WBTDCL at its own cost.

# **VACATION/ TERMINATION NOTICE:-**

- 7. On cancellation of leased out period, the 9,533sq.ftbuiltupspaceatAlo Tourism Property at Chandannagar, Hooghly shall be vacated by the agency immediately by seven days from the date of issuance of notice in writing by the WBTDCL. The WBTDCL shall take immediate possession of the 9,533 sq. ft built up space at Alo Tourism Property at Chandannagar, Hooghly and make alternative arrangements to run the same immediately. If any material or fitting belonging to him/her are not removed by him immediately as directed by the WBTDCL, these will become the property of the WBTDCL.
- 8. The WBTDCL will be at liberty to terminate the lease of the allotted premises and also forfeit security amount/ lease rent paid in advance by giving 10 days' notice to the successful bidder for any breach of the Terms & Conditions of the NIQ Document/ Agreement. Besides, the same may be done on the following grounds:-
- 9. Sale or storage of banned substances/ items, narcotics and psychotropic substances within the Campus.
- 10. Indulgence in any illegal activity/ occupation/ illegal groupies or gathering/ allowing antisocial elements to use the allotted premises for any other purpose, other than the purpose for which premises have been allotted.
- 11. The agency shall strictly observe and follow all the orders and instruction issued by the WBTDCL from time to time. In case of non-compliance of orders and breach of any of the terms and conditions of lease Agreement, allotment can be cancelled by the WBTDCL without assigning any reason and security amount will stand forfeited.

# **SETTLEMENT OF DISPUTE:-**

All disputes shall be settled mutually. In the event of any unsettled disputes or difference relating to the interpretation and any other disputes arising out of the project it shall be referred to the High Court of Kolkata Jurisdiction only.

### VACATION OF THE PREMISES AFTER EXPIRY/ REVOCATION OF AGREMENT:-

- 1. The agency shall deliver the keys of the premises of the vacant 9,533 sq. ft built up space at Alo Tourism Property at Chandannagar, Hooghly to the MD, WBTDCL, after the expiry or revocation of the lease. In case, the agency fails to hand over the keys of vacant 9,533 sq. ft built up space at Alo Tourism Property at Chandannagar, Hooghly after expiry of the contract period, and/or any revocation as said earlier, he/ she will be liable to pay fine as per decision of WBTDCL. In case of non-deposit of the fine as above, the same is liable to be deducted from the security deposit. In such case, agency shall be governed by the P.P. Act, 1971.
- 2. The Agency shall permit access to the Official (s) nominated by the WBTDCL at all reasonable times for the purpose of inspecting the premises and the trade or business carried therein.
- 3. The WBTDCL reserves the right to modify, impose or relax any clause in the terms and conditions.
- 4. In case of breach of any of the terms and conditions of this lease, the WBTDCL may revoke this lease and forfeit the security deposit and the successful bidder shall thereupon be forfeited of all the rights, and shall remain liable for any sum then due, from him/ her and also for any damage or loss which may be caused to the 9,533sq.ft built up space at Alo Tourism Property at Chandannagar, Hooghly by reason of such default.