

West Bengal Tourism Development Corporation Limited

(A Govt. of West Bengal Undertaking)

Udayachal Tourist lodge (1st Floor), DG Block, Sector II, Kolkata- 700091

Phones: 033 2359 7250, Fax: 033-2359-8292

Website: www.wbtdcl.com

Memo No:5341/ WBTDCL/ XII-280(Part-I)

Dated: 22.02.2018

NOTICE INVITING e-QUOTATION

Notice Inviting e-Quotation No. 34/WBTDCL OF 2017-18(Operations) 2nd Call.

EOI DOCUMENT

WEST BENGAL TOURISM DEVELOPMENT CORPORATION LIMITED

(A Govt. of West Bengal Undertaking)

Udayachal Tourist Lodge (1st floor), DG Block, Sector II, Kolkata 700091

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DISCLAIMER

This EOI Document for **“Leasing out the commercial spaces at DENMARK TAVERN-A RIVERSIDE CAFE AND LIMITED ACCOMMODATION AT SERAMPORE WEST BENGAL(An initiative of West Bengal Tourism & National Museum of Denmark owned by West Bengal Tourism Development Corporation)”** contains brief information about the spaces, the Qualification Requirements and the Selection process for the successful Bidder. The purpose of the EOI document is to provide Bidders with information to assist the formulation of their bid application (the ‘**Application**’). **A Screening committee under the Chairmanship of the Managing Director, WBTDCL, General Manager (Operations), Technical Advisor and General Manager (F&A) would study the proposals from the bidders and determine their suitability for the smooth operations of the Project.**

The information (‘Information’) contained in this EOI Document or subsequently provided to Interested parties (the “**Bidder(s)**”), in writing by or on behalf of West Bengal Tourism Development Corporation Limited (**WBTDCL**) is provided to the Bidder(s) on the terms and conditions set out in the EOI documents and any other terms and conditions subject to which such information is provided.

This EOI Document does not purport to contain all the information that each Bidder may require. This EOI Document has been prepared with a view to provide the relevant information about the spaces available with WBTDCL and has not been prepared keeping in mind the investment objectives, financial situation and particular needs of each Bidder. The WBTDCL advises the Bidders to conduct their own investigations and analysis and satisfy themselves of the accuracy, reliability and completeness of the information in this EOI Document and to obtain independent advice from appropriate sources. The WBTDCL, its employees and advisors make no representation or warranty and shall not be liable in any manner whatsoever as to the accuracy reliability or completeness of the information provided in this EOI Document.

This EOI may not be appropriate for all persons, and it is not possible for WBTDCL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this EOI. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct his/her own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EOI and obtain independent advice from appropriate sources.

Information provided in this EOI to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. WBTDCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

Intimation of discrepancies in the EOI Document, if any, may be given, by the Bidders, to the office of the WBTDCL immediately. If WBTDCL receives no written communication, it shall be deemed that the Bidders are satisfied with the information provided in the EOI document. In particular, WBTDCL shall not be responsible /liable for any latent or evident defect in the character of the space/spaces including but

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not limiting to the following:

1. Soil testing/investigations
2. Water availability of ground water
3. Electricity availability and provisions
4. Site Drainage
5. Site approach
6. All statutory permissions from various authorities including approvals from town planning or other authorities as per the Central / State Government norms.
7. All applicable rent, rates, duties, cess and taxes, if any
8. All applicable statutory laws and provisions
9. Technical and financial feasibility of the project.

Any character or requirement for the Project, which may be deemed to be necessary by the Bidder should be independently established and verified by the Bidder.

This EOI Document is not an agreement and is not an offer or invitation by WBTDCL to any other party. The terms on which the spaces is to be utilized and the right of the successful Bidder, shall be as set out in separate agreements executed between WBTDCL and the successful Bidder in the format broadly set out herein. WBTDCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EOI.

WBTDCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI or arising in any way for participation in this Bid Stage

WBTDCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this EOI.

WBTDCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EOI. WBTDCL reserves the right to accept or reject any or all Applications without giving any reasons thereof. WBTDCL will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the documents to be submitted in terms of this EOI Document.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid. All such costs and expenses will remain with the Bidder and WBTDCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation of submission of the Bid, regardless of the conduct or outcome of the Bidding Process. The word "Bid" and "Tender" is used interchangeably in the document.

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CONTENT

Sl. No	Content	Page No
1	Notice Inviting Bid	
2	Tender Schedule	
3	Proposal Background	
4	Regulation of bids & Lease Agreement	
5	General conditions of Lease Agreement	

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NOTICE INVITING e-QUOTATION

Notice Inviting e-Quotation No. 34/WBTDCL OF 2017-18(Operations) 2nd Call

Expression of interest through e-Quotation is invited by the Managing Director, West Bengal Tourism Development Corporation (WBTDCL) for **Leasing out Denmark Tavern**-a riverside café with limited accommodation at Serampore, West Bengal, an initiative of West Bengal Tourism & National Museum of Denmark owned by West Bengal Tourism Development Corporation, on Management Contract for a period of **10(Ten)** years w.e.f April' 2018 from Reputed Hotel / Restaurant chain Company/Hotel or Restaurant owners.

Intending companies/owners may apply through e-quotation together with documentary evidence in support of their experience and competence to run hotels supported by valid documents related to PAN, GST, I.T. & proof of up to date clearance of Taxes & , and professional tax registration (states wherever applicable), etc. In the event of e-filing' intending bidder may download/uploaad the tender documents from/to the website <http://wbtdenders.gov.in> directly with the help of Digital Signature Certificate.

Sd/-
Managing Director
WBTDCL

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TENDER SCHEDULE

Schedule of Various Stages: The Selected Bidder shall follow the following time lines:

Stage of Activity	Time Period
Payment of Performance Security to WBTDCL	Within 30days of issued LOA.
Date of uploading of N.I.Q. Documents(online) (Publishing date)	23-02-2018 10.00 PM
Start of sale of EOI Document to Bidders	23-02-2018 11.00 PM
Bid Submission Start Date(Online)	23-02-2018 11.30 PM
Cost of EOI Bid Document (Non refundable)	Rs. 10,000/-
Last Date & Time of submission of EOI bids Online (Proposal due date)	26-02-2018 12.00 PM
Date & Time of opening of EOI bids (Technical) online.	28-02-2018 12.30 PM
Authority and place for submission of EOI bid document cost and seeking clarifications	The Managing Director WBTDCL, Udayachal Tourist Lodge (1st floor), DG Block, Sector II, Kolkata 700091
Signing of Lease Agreement and Date of Handing over	As per clause 3.26 of EOI
Payment of Advance Lease Fee for 1 st Quarter to WBTDCL by Lessee	As per clause 4.13

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PROJECT BACKGROUND

1. BACKGROUND

1.1. Introduction

1.1.1 West Bengal Tourism Development Corporation is a Government of West Bengal Undertaking functioning under the Tourism Department, Government of West Bengal, aimed at promoting and managing tourist destinations and packages, to facilitate tourist inflow from all over India

1.1.2 As part of its existing mandate, West Bengal Tourism Development Corporation Ltd (WBTDCL) has also undertaken additional infrastructure development to offer different services which gives sustainable additional revenue to the Corporation, and on the other hand it also provides incentive for private sector Hotels. Through this tender WBTDCL intends, to select a 'Lessee' to take up on 'Lease basis' the available space at Denmark Tavern under its administrative control.

1.1.3 This Project is envisaged to give up-front as well as recurring revenues to WBTDCL to supplement its revenue, apart from offering an opportunity for adequate profit stream to the Lessee. An information document covering the purpose of the lease, details of space available may be downloaded from the website www.wbtdcl.com, www.wbtourism.gov.in and www.wbtenders.gov.in

1.1.4 Denmark Tavern is an initiative of West Bengal Tourism and National Museum of Denmark, owned by WBTDCL. It is a two storied heritage building situated near Nishan Ghat at Serampore in the Serampore Municipal Area, being restored to a Café cum Lodge, which would include provisions of a large double height central café space in the ground floor, 2 suites, 3 rooms, shop, bakery, kitchen, sit out open space, office, managers accommodation and toilets at the rear wing.(Area statement in Section 2)

1.1.5 The total space offered will be awarded to the successful Bidder on the basis of the quote of Recurring Payment (subject to Bidder fulfilling the Eligibility Criteria, as laid down in this EOI document) and shall be referred to as the 'Leased Space/s'.

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2: AREA STATEMENT

1	Site Area	1469.7
2	Built up area : ground floor	
	<i>main wing</i>	503.07
	<i>rear wing</i>	117.9
2a	total built up area ex police	620.97
	<i>police block</i>	306.75
2b	total ground floor built up area	927.72
2c	total open space	541.98
3	Ground floor functional spaces (internal area)	
	Main wing	
	Common areas and stair	55.09
	Lobby space	58.53
	shop	25.6
	bakery	33.59
	Café area	75.47
	office	16.94
	kitchen	38.39
	suite 1	57.49
	open sit out space	130.73
	Rear wing	
	Managers room	45.04
	Public toilet	36.26
	rear open landscaped space	344.39
4	Built up area : first floor	
	<i>main wing</i>	431.86
	<i>rear wing</i>	89.82
5	First floor functional spaces (internal area)	
	Main Wing	
	Common lobby/transition spaces	90.39
	Front terrace	52.32
	Café area	81.71
	Office	16.94
	Suite 2 (including balcony)	57.49

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	Room 3	28.73
	Rear Wing	
	store	
	Room 4	16.09
	Room 5	16.07
	rear terrace	28.13
	rear balcony	21.67

2.2 Deemed Knowledge and Disclaimer:-

2.2.1 WBTDCL shall receive Online Bids pursuant to this EOI document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by WBTDCL. Bidders shall submit bids in accordance with such terms on or before the Proposal Due Date. **The participating Bidders are expected to visit the Site to examine its precincts and the surroundings at the Bidder's own expenses and ascertain on its own responsibility, information, technical data, traffic data, market study, etc. including actual condition of existing services.**

2.2.2 **The Bidder shall be deemed to have inspected the Site and be aware of the existing buildings, constructions, structures, installations etc., if any existing in the Leased Space(s) and shall not claim for any change on the Site after submitting its Bid.** The Bidder hereby admits, agrees and acknowledges that WBTDCL has not made any representation to the Bidder or given any warranty of any nature whatsoever in respect of the Project Site including in respect of its usefulness, utility etc. or the fulfillment of criteria or conditions for obtaining Applicable Permits by the Bidder for implementing the Project.

2.2.3 The Bidder shall be fully and exclusively responsible for, and shall bear the financial, technical, commercial, legal and other risks in relation to the development of the assets regardless of whatever risks, contingencies, circumstances and/or hazards may be encountered (foreseen or unforeseen) including underground utilities and notwithstanding any change(s) in any of such risks, contingencies, circumstances and/or hazards on exceptional grounds or otherwise and whether foreseen or unforeseen and the Bidder shall not have any right whether express or implied to bring any claim against, or to recover any compensation or other amount from WBTDCL in respect of the Project other than for those matters in respect of which express provision is made in the Lease Agreement.

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SECTION 3

REGULATION OF BIDS AND LEASE AGREEMENT

3.1 GENERAL

3.1.1 WBTDC invites online Bids from eligible Bidders in terms of eligibility criteria as specified in this document for granting lease to operate, manage and maintain the Leased Area.

3.1.2 The information submitted in the EOI document will form the basis for evaluating the Bidders. The Bidders may participate in the Bid process as per the instructions given in this EOI document

3.1.3 From amongst the Bidders fulfilling the Eligibility Criteria, as laid down in this EOI document, the total space shall be offered to the Selected Bidder on the basis of the Lease Fee quoted by the Selected Bidder.

3.1.4 The intending Bidder must read the terms and conditions carefully.

3.1.5 Information and instructions for tenderers posted on website shall form part of tender documents

3.1.6 The EOI Document can be seen and downloaded from website www.wbtdcl.com, www.wbtourism.gov.in and www.wbtenders.gov.in

3.1.7 EOI Document can only be submitted after uploading the mandatory scanned documents towards cost of Bid Documents such as Demand Draft or Pay Order or Banker's Cheque drawn in the name of West Bengal Tourism Development Corporation Limited payable at Kolkata and towards Tender Security such as Bank Guarantee or Demand Draft or Pay Order or Banker's Cheque drawn in the name of West Bengal Tourism Development Corporation Limited payable at Kolkata and other documents as stated under Clause 3.15 of EOI Document.

3.1.8 The authorized signatory of intending tenderer as per Power of Attorney (POA) must have valid **class-III** digital signature. The complete EOI Document shall only be uploaded using Class-III digital signature of the authorized signatory.

3.1.9 On opening date, the tenderer can login and see the tender opening process. After opening of tenders they will receive the competitor bid sheets.

3.1.10 Tenderer can upload documents in the form of **JPG** format and **PDF** format.

3.1.11 Tenderer must ensure to quote rate both in words and figures in financial proposal.

3.1.12 Each Tenderer shall submit separate tender for each site. If a Tenderer submits more than one tender for a particular site, all the tenders in which he has participated shall be considered invalid.

3.2 Downloaded EOI Documents:

3.2.1 The complete bid document can be downloaded from the website of www.wbtdcl.com, www.wbtourism.gov.in and www.wbtenders.gov.in. Scanned copies of DD/Po/BC payable at Kolkata towards the **"Payment of nonrefundable tender fee of Rs:-10,000/-(Ten thousand) and towards the bid security of Rs. 10, 00, 000/- (Rupees ten Lacs only) (refundable)** shall have to be uploaded in proof of two payment of the cost of the bid document and bid security in favour of West Bengal Tourism Development Corporation Limited, failing which the Bid shall be rejected outrightly. In case a bidder intends to Bid for more than one site separate document cost for each package has to be paid. No tampering, alteration or changing of the contents of the Bid documents is permissible. The WBTDC shall not be responsible for any printing error while downloading the documents.

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3.3 Queries in EOI and Amendments

3.3.1. Bidders may send their queries, if any, to MD, WBTDCL in writing not later than the date specified under the bid schedule of Section-II of EOI. WBTDCL shall Endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process, however, no queries received after prescribed date shall be entertained by the WBTDCL.

3.3.2 At any time prior to the Proposal Due Date, the WBTDCL may, for any reason whatsoever, whether at its own initiative or in response to clarifications requested by a bidder, modify the EOI through the issuance of an addendum. This shall be uploaded on WBTDCL website and shall be binding upon all the bidders.

3.3.3 In order to give the Bidders reasonable time to take an addendum into account, or for any other reason, the WBTDCL may, at its discretion, extend the Proposal Due Date.

3.3.4 The Response to queries/ addendums (if any) will be uploaded on www.wbtdcl.com and www.wbtourism.gov.in and www.wbtenders.gov.in and the Bidders are advised to keep a regular check on the website for any such updates.

3.4 Pre-bid Meeting

3.4.1 WBTDCL shall conduct a pre-bid meeting on the date and location specified under the bid schedule for the purpose of providing clarification and answering the queries of the prospective Bidders.

3.4.2 The tenderer is requested to submit any question in writing or by email, to reach the WBTDCL not later than the last date of seeking clarification as mentioned in key details of NIT.

3.4. Any modification of the Tender Documents, which may become necessary as a result of the Pre-Tender meeting, shall be made by the WBTDCL exclusively through the issue of an Addendum pursuant to Clause 3.3. above.

3.4.3 Non-attendance at the Pre-Tender meeting will not be a cause for disqualification of a Tenderer.

3.5 ELIGIBILITY CRITERIA

The Bidder shall meet the following minimum Eligibility Criteria (the “**Eligibility Criteria**”):

3.5.1 A Bidder must be:

- a) Any reputed Hotel or consortium of Hotels either owned by Government or private having sound knowledge about operating a Hotel/Restaurant
- b) Any reputed Restaurant or consortium of Restaurants either owned by Government or private having sound knowledge about operating a Hotel/Restaurant
- c) Joint venture or Partnership Hotelier/Restaurateur
- d) Preferably in Business of the similar kind in more than 10years. However, it is essential to have similar kind business experience for at least 05 years.
- e) Having a sound financial background with average annual Turnover for the last 3 years not less than Rs. 2, 50, 00,000/- (Rs. Two Crores Fifty Lakh)
- f) Possessing a valid Trade License, Food License, Hygiene & Health Clearance Certificate, GST, PAN Card, Balance Sheet and Statement of Accounts audited by a practicing Chartered Accountant for

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last 3 years.

- g) The Bidder needs to submit a paragraph/presentation on how they intend to run the Café' and its impact on the development of tourism in West Bengal. The paragraph /Presentation will have marks and will be counted for the selection of the agency.

3.5.2 In case the Selected Bidder is a Consortium, such Consortium shall be required to incorporate a company under Companies Act, 2013 which shall be a special purpose company ("SPC") within 30 days of issuance of the LOA and the SPC shall enter into Lease Agreement with WBTDCL for implementation of the Project. The members of Consortium shall be required to maintain 100% of the equity of the SPC throughout the subsistence of the Lease Agreement. In case company is not incorporated within 30 days of issuance of LOA, then the LOA will stand cancelled and the amount deposited by the selected bidders (i.e. EMD, Performance Security, Upfront amount etc.) shall be forfeited.

3.5.3 It is desirable that a Bidder may have a minimum net worth of Rs. 5, 00, 00,000/- (Rs. Five Crores) in FY 2016-17. However, it is essential that a bidder should have a minimum net worth of Rs.2, 50, 00, 00/- (Rupees Two Crores Fifty Lakhs) in FY 2016-17.

3.5.4 The minimum average annual turnover of a Bidder should be Rs.5,00,00,000/- (Rs. Five crores Only) for the preceding three financial years as per the audited balance sheets of the Bidders starting from the financial year, 2014-15. The Bidder shall submit the audited annual reports of last three years i.e. 2014-15, 2015-16, 2016-17 as per Annexure-3 .

3.5.5 The average annual turnover of JV will be based on percentage participation of each member. Example: Let Member-1 has percentage participation = M and Member - 2 has =N. Let the average annual turnover of Member-1 is 'A' and that of Member-2 is 'B', then the average annual turnover of JV will be

$$= \frac{AM+BN}{100}$$

Notes: Financial data for latest last five audited financial years has to be submitted by the tenderer in Annexure-3 along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature in original. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '2' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tender may be considered as nonresponsive.

3.5.6 Eligibility for a Consortium In case the Bidder is a Consortium, the Eligibility of individual members of the Consortium can be considered for meeting the prescribed criteria, provided that each of such Members holds at least 26% of the equity for consideration of Eligibility in the Consortium Further, the Lead Member of the Consortium must have a minimum of 26% of the Financial Eligibility specified in sub-Para 3.5.2 and sub-Para 3.5.4 above.

For the purpose of evaluation of the Consortium, each member's contribution towards the turnover and net worth of the Consortium shall be considered in the same ratio of their equity participation in the Consortium. Financial eligibility of lead member and one member having at least 26% equity shall be considered for evaluation of eligibility.

3.5.7 A firm, which has purchased the tender document in their name, can only submit the tender either

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in their name or in joint venture's/consortium's name.

3.5.8 NON SUBSTANTIAL PARTNERS IN CASE OF JV/CONSORTIUM

- a. Lead partner must have a minimum of 51% participation in the JV/Consortium.
- b. Partners having less than 26% participation will be termed as non-substantial partner and will not be considered for evaluation which means that their financial soundness and work experience shall not be considered for evaluation of JV/Consortium.
- c. In case of JV/Consortium, change in constitution or percentage participation shall not be permitted at any stage after their submission of application otherwise the applicant shall be treated as non-responsive.

3.6 BIDS BY A CONSORTIUM OF FIRMS

Bids submitted by the Consortium must comply with the following requirements:

3.6.1 The number of members shall not exceed three (3).

3.6.2 The members of Consortium should have entered into a Memorandum of Association ("MOA") (as per Annexure 7) between themselves. One of the members of Consortium, holding at least 51% of the equity / ownership stake shall be authorized and nominated as the 'Lead member' ("Lead Member") to act and represent all the members of the Consortium for bidding and implementation of the Project. A copy of this MOA shall be enclosed with the Bid.

3.6.3 The Lead Member shall hold not less than 51% (fifty one per cent) of the equity of the SPC during the subsistence of the Lease Agreement and that each member of the Consortium whose financial capacity was evaluated for the purposes of award of the Project shall hold at least 26% (twenty six per cent) of such Equity during the subsistence of the Lease Agreement. Replacement of the Lead Member shall not be allowed at any time during the subsistence of the Lease Agreement.

3.6.4 A Bidder or a member of a Consortium can be a member in only one Consortium. If a Bidder / member participates in more than one Bid for the same site / space, all Bids of which it is a part shall be summarily rejected.

3.6.5 All members of the Consortium shall be jointly and severally liable for the execution of the Project during Lease Period in accordance with the terms of the Lease Agreement.

3.6.6 EOI submitted by a firm or Consortium must comply with the following requirements:

- The EOI shall include all the information required for each member of Consortium separately.
- The covering letter must be signed by the Lead Member only.
- The members of Consortium must clearly spell out their respective roles in the Consortium

3.6.7 If the Selected Bidder is a Consortium, the Agreement shall be signed with the SPC incorporated by such Consortium. However, all members of the Consortium shall be liable jointly and severally, for the execution of the Project in accordance with the terms of the Agreement.

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3.7 Changes in Composition and Equity Participation of the Consortium

3.7.1 After receipt of the Bid, there shall be no change in composition of Consortium (either inclusion of a new member or exclusion of a member) or proposed shareholding structure as mentioned in the submitted Bid which affects the minimum shareholding requirement of members of the Consortium to decline below the required percentage as provided under Clause 3.6.3 hereinabove till the completion of the Lease Period.

3.7.2 Any change proposed in the equity shareholding pattern of the Consortium in the Special Purpose Company during the Lease Period, within the prescribed limits as mentioned in Clause 3.6.3, shall require prior written approval of WBTDCL. As and when the SPC is created and entrusted with the task of implementing the Project, the constitutional documents of the SPC and the Board Resolutions authorizing the execution, the delivery and the performance of such tasks will have to be submitted to WBTDCL.

3.8 Conflict of interest

A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding process. Any Bidder found to have such a Conflict of Interest shall be disqualified. In the event of disqualification, WBTDCL shall forfeit and appropriate the tender security as mutually agreed genuine pre-estimated compensation and damages payable to WBTDCL for, inter alia, the time, cost and effort of the WBTDCL, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the WBTDCL hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:

- i) a constituent of Bidder is also a constituent of another Bidder; or
- ii) Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- iii) Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- iv) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Bid of either or each other; or
- v) Such Bidder or any Associate thereof has participated as a consultant to DMRC in the preparation of any documents design or technical specifications of the Project.

Notwithstanding anything stated herein a Conflict of Interest situation arising at the pre qualification stage will be considered to subsist only, as between such Bidders attracting Conflict of Interest provisions on account of shareholdings, who submit Bids under this document.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used shall include each Member of such Consortium. For purposes of this EOI, Associate means, in relation to the Bidder/ members of Consortium, a person who controls, is controlled by, or is under the common control with such Bidder/ member of Consortium (the "Associate"). As used in this definition, the expression "control"

West Bengal Tourism Development Corporation Limited

(A Govt. of West Bengal Undertaking)

Udayachal Tourist lodge (1st Floor), DG Block, Sector II, Kolkata- 700091

Phones: 033 2359 7250, Fax: 033-2359-8292

Website: www.wbtdcl.com

means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) 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

3.9. LANGUAGE AND CURRENCY

3.9.1 The Bid and all the related correspondence and documents shall be written in English language only.

3.9.2 The currency for the purpose of the Bid shall be the Indian National Rupee (INR).

3.10. TENDER SECURITY/EMD

3.10.1 The Tenderer shall upload proof of payment of Tender Security (EMD) for **Rs. 10, 00, 000/- (Rupees Ten Lacs only)**.

- 1) In the event of e-filling, intending bidder may download the tender documents from the website <http://wbtdenders.gov.in> directly with the help of Digital Signature Certificate. Necessary Earnest Money 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.

(a) Irrevocable bank guarantee issued by a Scheduled Commercial bank based in India or from a branch in India of a scheduled foreign bank in the form given in Annexure-10 to Instruction to Tenderers (ITT)

(b) Demand Draft / Pay Order / Bank Draft in favor of West Bengal Tourism Development Corporation Ltd. payable at Kolkata from a Scheduled Commercial bank based in India,

(c) Fixed Deposit Receipt (FDR) of a Scheduled Commercial bank / Post office based in India duly pledged in favor of West Bengal Tourism Development Corporation Ltd.

In case of joint venture/Consortium, Bank Guarantee or FDR for tender security shall be in the name of joint venture/Consortium and not in name of individual members. The Tender Security shall remain valid up to **180 days**.

3.10.2 Any Tender not having an acceptable Tender Security shall be rejected by the WBTDCL considering it as non-responsive and their Technical package shall not be opened and if opened then it will NOT be evaluated. No post bid clarification shall be sought on tender security.

West Bengal Tourism Development Corporation Limited

(A Govt. of West Bengal Undertaking)

Udayachal Tourist lodge (1st Floor), DG Block, Sector II, Kolkata- 700091

Phones: 033 2359 7250, Fax: 033-2359-8292

Website: www.wbtdcl.com

3.10.3 The Tender Security of the successful Tenderer shall be returned upon the execution of the Contract and the receipt by the WBTDCL of the Security Deposit in accordance with Clause 3.11 below.

3.10.4 The Tender Security of tenderers who fail in technical evaluation shall be returned after opening of financial package. Tender security of the unsuccessful tenderers in financial opening shall be released after unconditional acceptance of the Letter of Acceptance (LOA) by the successful tenderer.

3.10.5 The Tender Security shall be forfeited:

- if the Bidder withdraws its Bid during the interval between the Bid Due Date and the expiration of the Bid Validity Period
- if the Selected Bidder fails to make the payments (as per Clause 3.11.4 & 4.13) within the time specified in this EOI, or any extension thereof granted by WBTDCL
- if the successful Tenderer refuses or neglects to execute the Contract or fails to furnish the required Security Deposit within the time specified or extended by the WBTDCL
- If the Tenderer does not accept the arithmetic corrections to his Tender price, as per the relevant clause in EOI.

3.11 SECURITY DEPOSIT

3.11.1 The selected bidders shall submit an interest free Security Deposit to the WBTDCL for a sum equivalent to one year's Lease Fee) (as per Clause 4.13, for the said Leased Space(s) with a validity of Ten years. This Security Deposit shall be submitted within 30 days of issue of the LOA. The Security Deposit shall be in the form of Bank Guarantee / Demand Draft / Pay Order in favor of "West Bengal Tourism Development Corporation Ltd.", drawn on any scheduled commercial bank acceptable to WBTDCL and payable at Kolkata. The Bank Guarantee for Security Deposit shall be renewed after every three years for a sum equivalent to one year's Lease Fee for that year with a validity of Ten years.

3.11.2 The said Security Deposit will be kept valid on a rolling basis till the end of the Lease Period & final settlement of accounts which shall be done in maximum of 180 days of the end of the license period.

3.11.3 The Security Deposit would however be forfeited in case of any 'Event of Default' as described in the Draft Lease Agreement and/or in accordance with terms specified elsewhere in the Bid Document.

3.11.4 Upon encashment of the said Security Deposit, the Lessee shall within 7 (seven) days thereof, deposit such amounts with WBTDCL or replenish to its original amount or furnish a fresh Security Deposit, as the case may be. In case the Lessee fails to provide such amounts or replenish the Security Deposit within the stipulated time, WBTDCL shall be entitled to Terminate this Agreement in accordance with the provisions of Article 10, without being liable in any manner whatsoever to the Lessee and to appropriate the balance Security Deposit, if any.

3.11.5 In the event of default of Lessee in making payments of upfront premium, Lessee fee, maintenance charges (as applicable), taxes (if any) or any other dues towards WBTDCL in prescribed time,

West Bengal Tourism Development Corporation Limited

(A Govt. of West Bengal Undertaking)

Udayachal Tourist lodge (1st Floor), DG Block, Sector II, Kolkata- 700091

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WBTDCL shall be entitled to discontinue / disconnect the service water / sewer etc in leased premises and debar the Lessee from availing use of common areas / facilities (viz., use of stair case / lifts, etc). Apart from the said rights as stated, WBTDCL shall also have the rights including but not limited to restrict the access of Lessee in leased premises and recover all dues along with interest.

3.12 PROPOSAL PREPARATION COST

The Bidder shall be solely responsible for all the costs associated with the preparation of its Bid and its participation in the bidding process, including all types of due diligence that may be required for the process. The WBTDCL shall not in any way be responsible or liable for such costs, regardless of the conduct or outcome of bidding.

3.13 VALIDITY OF OFFER

3.13.1 The Proposal shall remain valid for a period not less than one hundred eighty (180) days from the Bid Due Date ("Proposal Validity Period" or "Bid Validity Period"). WBTDCL reserves the right to reject any Bid that does not meet this requirement. WBTDCL may however request the Bidders to extend the validity of their Bids for a specified additional period.

3.13.2 A Bidder agreeing to the request will not be allowed to modify its Bid, but would be required to extend the validity of its tender security for the relevant period of extension.

3.13.3 The Bid Validity Period of the Selected Bidder shall stand extended till the date of execution of the Lease Agreement.

3.14 PREPARATION AND SUBMISSION OF PROPOSAL

The Bids should be submitted in the forms prescribed under this section, and the relevant Annexure in Section 4.

3.14.1 The completed Bids shall be uploaded only up to the date and time as specified in under the bid schedule of Section-II of EOI. Bids have to be submitted online on the website www.wbtenders.gov.in.

3.14.2 The Bidders shall furnish the information strictly as per the formats given in Section 4 of this document without any ambiguity. The WBTDCL shall not be held responsible if the failure of any Bidder

West Bengal Tourism Development Corporation Limited

(A Govt. of West Bengal Undertaking)

Udayachal Tourist lodge (1st Floor), DG Block, Sector II, Kolkata- 700091

Phones: 033 2359 7250, Fax: 033-2359-8292

Website: www.wbtdcl.com

to provide the information in the prescribed formats results in a lack of clarity in the interpretation and consequent disqualification of its Bid.

3.14.3 In case of a Consortium, wherever required, the Bid must contain such information individually for each member of the Consortium.

3.14.4 In case of a Consortium, the members shall submit a Memorandum of Agreement (MOA) conveying their intent to jointly Bid for the Project, The MOA shall also include the nomination of the Lead Member in the Consortium, and clearly outline the proposed shareholding and responsibilities of each member at each stage of the Project. The MOA should also clearly indicate that all the Consortium Members shall be jointly & severally responsible for execution of the Project & subsequent operationalization of the Lease Agreement during entire Lease Period.

3.14.5 All Proposals/Bids shall be uploaded by the duly 'Authorized Signatory' of the Bidder. In case of a Consortium, the proposal shall be uploaded by the duly Authorized Signatory of the Lead Member. The Bidders shall submit a supporting Power of Attorney (POA) authorizing the Signatory of the Proposal, to commit the Bidder and agreeing to ratify all acts; deeds and things lawfully done by the said attorney and such POA shall be signed by all members of the Consortium and shall be legally binding on all of them.

3.14.6 The Proposal shall be uploaded with Class-III digital signature by the Authorized Signatory in unequivocal acceptance of all the terms and conditions of this Bid Document. All the alterations, omissions, additions, or any other amendments made to the Proposal shall mandatorily be initialed by the Authorized Signatory.

3.14.7 All the witnesses and sureties shall be persons of status and probity and their full names and addresses shall be stated below their signature. All signatures in the Bid Documents shall be dated.

3.14.8 Bidders are required to submit separate Bids for each site, including the Original EOI issued to them which is signed on each page in acceptance of all the terms and conditions of the Bid Document.

3.14.9 Any firm, which submits more than one Bid for the single site shall be disqualified and shall also cause the disqualification of all the Consortiums in which it is a Member.

3.15 SUBMISSION OF BIDS

3.15.1 Scanned copies the documents in support of the payment of EOI Document cost and tender security shall be uploaded in the website www.wbtenders.gov.in.

3.15.2 The technical package/qualification documents shall be uploaded online on the website www.wbtenders.gov.in and shall contain the following: Letter of Application and Interest (As per Annexure 1), General Information of the Bidder (As per Annexure 2), Summary of Financial Capability (As per Annexure 3), Memorandum of Agreement (MOA) in case of a Consortium (As per Annexure 7), copy

West Bengal Tourism Development Corporation Limited

(A Govt. of West Bengal Undertaking)

Udayachal Tourist lodge (1st Floor), DG Block, Sector II, Kolkata- 700091

Phones: 033 2359 7250, Fax: 033-2359-8292

Website: www.wbtdcl.com

of the Partnership Deed in case of a Partnership. Power of Attorney for Signing Of the Application (As per Annexure 8), Affidavit (As per Annexure 5), Original EOI Document duly signed (on each page) by an authorized representative as a token of acceptance of all the terms and conditions.

3.15.3 The Financial Proposal (as per Annexure 4) shall be uploaded online on the website www.wbtenders.gov.in

3.15.4 Tenders received after due date and time of submission shall not be accepted.

3.16 BIDDER'S RESPONSIBILITY

3.16.1 It would be deemed that prior to the submission of the Bid, the Bidder has made a complete and careful examination of a) The requirements and other information set forth in this EOI document. b) The various aspects of the site including, but not limited to the following: (i) PD area, existing facilities, encumbrances within the spaces and structures, the access to the roads and the utilities; (ii) All other matters that might affect the Bidder's performance under the terms of this EOI, including all risks, costs, liabilities and contingencies associated with the site. c) All the Bids shall be signed by the Bidder or the duly authorized signatory of the Bidder. d) Bidder shall visit the Project Site at its own cost before submitting the Bid.

3.16.2 The WBTDCL shall not be liable for any mistake or error or neglect by the Bidder in respect of the above. The Bids that are not substantively responsive to the requirements of this EOI document shall be rejected as non responsive.

3.17 MODIFICATION AND WITHDRAWAL OF PROPOSALS

3.17.1 No Proposal shall be modified or withdrawn by the Bidder after the Bid Due Date.

3.17.2 Withdrawal of a Bid during the interval between Bid Due Date and the expiration of the Bid Validity Period would result in the automatic forfeiture of the tender security.

3.18 OPENING OF BIDS

3.18.1 The Technical Package of all tenderers who have uploaded a valid tender security and cost of tender document shall be opened in the presence of representatives of tenderers who choose to attend on date & time as mentioned in tender document in the office of the Managing Director, WBTDCL, Udayachal Tourist Lodge (First floor), DG Block, Sector II, Salt Lake City, Kolkata-700091. Tenderers may visit website www.wbtenders.gov.in to know latest Technical Opening information after completion of opening process. Tenderers can also see the Technical Sheets (check-list) of other tenderers after completion of opening process by logging into the web-site. If such nominated date for opening of

West Bengal Tourism Development Corporation Limited

(A Govt. of West Bengal Undertaking)

Udayachal Tourist lodge (1st Floor), DG Block, Sector II, Kolkata- 700091

Phones: 033 2359 7250, Fax: 033-2359-8292

Website: www.wbtdcl.com

Tender is subsequently declared as a Public Holiday by the Government of West Bengal, the next official working day shall be deemed as the date of opening of Technical Package. The Tender of any tenderer who has not complied with one or more of the foregoing instructions may not be considered.

3.18.1 (a) On opening of the Tender, WBTDCL will first check the tender cost and tender security through online mode by cross verifying with the hard copy submitted. Hard copy of the instrument towards cost of the EOI and tender security must be submitted at the office of the MD, WBTDCL before opening of technical bid i.e. on **28-02-2018, before 11.00**, failing which technical bid of the participant concerned shall not be opened and treated as invalid

3.18.1 (b) If the documents do not meet the requirements of the WBTDCL, a note will be recorded accordingly by the Tender Opening Authority.

3.18.1 (c) The tenderers name, details of the tender security and such other details as the WBTDCL or his authorized representative, at his discretion, may consider appropriate will be announced at the time of tender opening.

3.18.1 (d) The digitally signed financial package which tenderer have uploaded online will be opened on subsequently after evaluation of technical packages. Financial packages of only those tenderers whose submissions are found substantially responsive and technically compliant to the tender conditions will be opened. The time of opening of financial package shall be informed through website only. Tenderers can visit to WBTDCL website www.wbtdcl.com and www.wbtenders.gov.in and www.wbtourism.gov.in for further information.

3.18.2 The WBTDCL reserves the right to reject any Proposal and forfeit the tender security, if

- a) It is not signed, sealed and marked as stipulated in Clause 3.15.
- b) The information and documents have not been submitted as requested and in the formats specified in the EOI.
- c) There are inconsistencies between the Proposal and the supporting documents.
- d) It does not mention the validity period as set out in Clause 3.13.
- e) It provides the information with material deviations, which may affect the scope or performance of the Project.
- f) There are conditions proposed with the Technical and/or Financial Proposals.

3.18.3 A material deviation or reservation is one:

- a) which affects in any substantial way, the scope, quality, or performance of the Project, or

West Bengal Tourism Development Corporation Limited

(A Govt. of West Bengal Undertaking)

Udayachal Tourist lodge (1st Floor), DG Block, Sector II, Kolkata- 700091

Phones: 033 2359 7250, Fax: 033-2359-8292

Website: www.wbtdcl.com

b) which limits in any substantial way, inconsistent with the EOI document, the WBTDCL's rights or the Bidder's obligations, or

c) which would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

d) No request for modification or withdrawal shall be entertained by the WBTDCL in respect of such Proposals.

3.19 RESPONSIVENESS OF BIDS

3.19.1 Before evaluation of Bids, WBTDCL will determine whether the Bid is responsiveness to the requirements of Bid Documents. A Bid/Proposal shall be considered 'responsive' only if:-

i) it is received by the deadline for submission of Bid/Proposal;

ii) It contains information complete in all respect as required in the Bid Documents (in the formats specified);

iii) it is signed, sealed and marked as stipulated;

iv) it is accompanied by receipt of Bid Document Fee;

v) it is accompanied by the acceptable tender security/ Bid Security;

vi) it is accompanied by the relevant Power(s) of Attorney(ies) and Undertakings as specified in Bid Forms;

vii) The document is accompanied by the Checklist as prescribed.

3.19.2 If any of the above criteria is not fulfilled, in any manner whatsoever, the proposal shall be treated as non-responsive. The decision of WBTDCL on the responsiveness of the Bid shall be final and conclusive and binding on the Bidder and shall not be called into question by any Bidder on any ground whatsoever. Any Bid/Proposal which is non responsive shall be rejected.

3.19.3 To facilitate checking the responsiveness and evaluation of Bids, WBTDCL may at its sole discretion, without being under any obligation to do so, reserves the right to call for any clarification from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by WBTDCL for this purpose. If the Bidder does not provide the clarification sought within the prescribed time, its Bid shall be liable to be rejected. In case it is not rejected, WBTDCL may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding.

West Bengal Tourism Development Corporation Limited

(A Govt. of West Bengal Undertaking)

Udayachal Tourist lodge (1st Floor), DG Block, Sector II, Kolkata- 700091

Phones: 033 2359 7250, Fax: 033-2359-8292

Website: www.wbtdcl.com

3.19.4 No Bidder shall however have the right to give any clarification unless asked for by WBTDC, in any manner whatsoever, with the bidding process, to intervene in, any manner whatsoever, in the bidding process.

3.20 EVALUATION OF BIDS

Evaluation of Technical Proposals

The Bids of the Bidders shall be evaluated in two stages. “Tender Security” and “Technical Qualification” will first be evaluated which will cover following items:

3.20.1 First of all it will be determined whether each tender is accompanied with the valid tender security i.e. the required amount and in an acceptable form as stated in Clause 3.10. above Tenders not accompanied with the valid tender security shall be rejected and may not be evaluated further. Other aspects of technical evaluation will be done as per Clause 3.5, 3.6, 3.8, 3.13, 3.18 and 3.19 above.

3.20.2 Tenders not considered substantially responsive and not full-filling the requirements of the tender document as evaluated above shall be rejected by WBTDC and shall not be allowed subsequently to be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

3.20.3 If any tender is rejected, pursuant to paragraph 3.20.2 above, the Financial Package of such tenderer shall not be opened.

3.20.4 The decision of the WBTDC as to which of the tenders are not substantially responsive shall be final.

3.20.5 In case of those Bidders who have not met the eligibility criteria then the Financial Bids of such tenderer shall not be opened.

Evaluation of Financial Proposals

3.20.6 All technically acceptable tenders will be eligible for opening of their financial proposals. The WBTDC shall notify all technically qualified Tenderers to attend the opening of the financial proposal. The financial proposal will then be opened online in front of attending Tenderers.

3.20.7 The Bidders with the highest Bid may also be requested to make a presentation at their own cost, for clarifications, additional information on Bidder’s capability, concept plan and the business proposal in this regard to WBTDC. WBTDC may seek further clarifications and make suggestions in respect of the proposal which should not in any manner effect a change in the Lease Fee quoted by such Bidder or the manner of its payment and also should not constitute any material deviation affecting the relative position of any Bidder and also should not be inconsistent in any substantial way with the Bid

West Bengal Tourism Development Corporation Limited

(A Govt. of West Bengal Undertaking)

Udayachal Tourist lodge (1st Floor), DG Block, Sector II, Kolkata- 700091

Phones: 033 2359 7250, Fax: 033-2359-8292

Website: www.wbtdcl.com

Documents. The Bidder shall be obliged to incorporate these suggestions in his planning/proposals.

3.20.8 The arithmetical errors will be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of errors, its Bid shall be rejected & the EMD shall be forfeited.

3.20.9 The Bidder found eligible and quoting the highest amount as Lease Fee in its Proposal shall normally be declared as the Selected Bidder for the Project.

3.20.10 In the event of two or more Bidders quoting same amount in financial proposal for the Project, WBTDCL may ask the tie Bidders to submit their revised Financial Proposals with the amounts quoted by them earlier as reserve price for such Financial Bid. In such case, the Bidder who amongst the tie Bidders, quotes the higher amount in the revised Financial Bid will normally be declared as the Selected Bidder for the Project.

3.20.11 However, the confirmation of the highest Bid shall be at the sole discretion of the WBTDCL who does not bind itself to confirm to the highest Bid and reserves the right to reject the Bid without assigning any reasons whatsoever.

3.20.12 Further, in the event of the highest Bidder withdrawing its offer or not being selected for any reason in the first instance for the Project, (the "First Round of Bidding"), WBTDCL without being under any obligations to do so, may, at its sole discretion, either invite the next higher Bidder to revalidate and/ or extend its EMD, as necessary and also match the Bid of the aforesaid highest Bidder for the Project or annul the bidding process as deemed appropriate by WBTDCL in its sole discretion,.

3.21 RIGHT TO REJECT BIDS

3.21.1 The WBTDCL reserves the right to reject any Bid if it is of the opinion that the Bidder lacks the expertise, experience and is not in possession of requisite infrastructure required for the purpose of the Project. The discretion of the competent authority of WBTDCL in this respect shall be final and binding on all the Bidders.

3.21.2 The WBTDCL reserves the right to reject any/all Bids including the highest Bid or withdraw the Bid at any stage without assigning any reasons whatsoever. Nothing contained herein shall confer a right upon a Bidder or any obligation upon the WBTDCL.

3.21.3 The Bidder hereby voluntarily and unequivocally agrees that WBTDCL shall not be under any obligation or be liable for any acceptance, rejection or annulment of any/all Bids and the Bidder shall not to seek any claims, damages, compensation or any other consideration whatsoever on this account, from WBTDCL.

West Bengal Tourism Development Corporation Limited

(A Govt. of West Bengal Undertaking)

Udayachal Tourist lodge (1st Floor), DG Block, Sector II, Kolkata- 700091

Phones: 033 2359 7250, Fax: 033-2359-8292

Website: www.wbtdcl.com

3.22 MISREPRESENTATION/FRAUD/BREACH OF TERMS AND CONDITIONS

If it is discovered at any point of time that any Bidder has suppressed any facts or has given a false statement or has made any misrepresentation or has committed a fraud or has violated any of the terms of this Bid, the Bid shall be disqualified by WBTDC. If the Bidder is a Consortium, then the entire Consortium and each Member shall be disqualified/ rejected. In such an event, the Bidder shall not be entitled to any compensation whatsoever, or refund of any amount/s paid.

3.23 DISPUTES

3.23.1 All disputes between the successful Bidder and WBTDC shall be settled as per the Dispute Resolution procedure elaborated in the draft Lease Agreement. During the bidding process, no dispute of any type would be entertained. Even in such cases where WBTDC asks for additional information from any Bidder, the same cannot be adduced as a reason for citing any dispute.

3.23.2 The Courts at Kolkata shall have the sole & exclusive jurisdiction to try all the cases arising out of this EOI document.

3.24 CONFIDENTIALITY

3.24.1 The information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. WBTDC will treat all the information submitted as part of all the proposals in confidence and will insist that all that have access to such material treat it in confidence. WBTDC will not divulge any such information unless it is ordered to do so by any Government Authority that has the power under law to require its disclosure or due to statutory compliances.

3.25 ACCEPTANCE OF THE OFFER

3.25.1 After the Bids are accepted by the Competent Authority of WBTDC, the LOA shall be issued to the Selected Bidder.

3.26 EXECUTION OF LEASE AGREEMENT

3.26.1 The Selected Bidder shall be required to pay the Upfront Fee (GST if applicable) and deposit the requisite Security Deposit to the WBTDC within 30 days of issue of the LOA.

3.26.2 The Lease Agreement shall be executed within a period of 7 days from the payment of Upfront Fee & Security Deposit by the Selected Bidder to the WBTDC and the commercial space will be handed over to the successful bidder within 15 days of the execution of the agreement. The date of handing over the commercial space shall be the commencement date of the agreement. Prior to signing of the

West Bengal Tourism Development Corporation Limited

(A Govt. of West Bengal Undertaking)

Udayachal Tourist lodge (1st Floor), DG Block, Sector II, Kolkata- 700091

Phones: 033 2359 7250, Fax: 033-2359-8292

Website: www.wbtdcl.com

Lease Agreement, the Selected Bidder shall submit the certified true copies of all resolutions adopted by its/their Board of Directors authorizing it/them for the execution, delivery and performance of this Agreement to the WBTDCL. Also, joint measurement of the area shall be made by WBTDCL and authorized representative of selected bidder before signing of the lease agreement. The actual area calculated will be incorporated in the agreement and recurring and upfront payment will be calculated accordingly.

3.26.3 The access to the Leased Space(s) shall be granted to the Selected Bidder only upon execution of the Lease Agreement.

3.26.4 The responsibility for registration of lease agreement shall vest with the selected bidder and the cost of stamp duty for execution of the Lease Agreement, the registration charges and any other related documentation charges and the incidental charges will be borne by the Selected Bidder.

3.26.5 In case of failure to sign the Lease Agreement within the stipulated time, the WBTDCL shall retain the right to cancel the LOA and forfeit the Bidder's tender security and any other amount deposited till that time without being liable in any manner whatsoever to the Selected Bidder.

3.26.6 The failure to meet the abovementioned conditions, shall be construed as a breach of the Selected Bidder and WBTDCL shall be entitled to cancel the LOA without being liable in any manner whatsoever to the Selected Bidder and appropriate the tender security and any other amount deposited till that time as 'Damages'.

3.27 UNSUCCESSFUL BIDDERS

The tender security received from the Bidders who are not selected shall be returned by WBTDCL within 30 (Thirty) days of the declaration of the Selected Bidder. The tender security/ bid security shall be returned without payment of any interest.

West Bengal Tourism Development Corporation Limited

(A Govt. of West Bengal Undertaking)

Udayachal Tourist lodge (1st Floor), DG Block, Sector II, Kolkata- 700091

Phones: 033 2359 7250, Fax: 033-2359-8292

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SECTION 4

GENERAL CONDITIONS OF LEASE AGREEMENT

4.1 Leased Space

4.1.1 After signing of LOA and execution of Lease Agreement, the Selected Bidder shall be granted access to operate, manage and maintain the Leased Space(s) at the Site as mentioned in Clause 2.1 of this EOI document.

4.1.2 Areas indicated in Clause 2.1 above are approximate. Actual area shall be measured at the time of providing the Leased Space(s) and in case there is any variation, the Upfront Fee and the Lease Fee shall be adjusted on pro-rata basis.

4.1.3 Similarly, in case any additional area (the 'Additional Area') is available and deemed feasible by WBTDCL, the Additional Area may be allotted to the Lessee in the sole discretion of WBTDCL on the request made by the Lessee upon payment of the Lease Fee which shall be calculated on pro-rata basis at the prevalent rate of Lease Fee on the date of such request made by the Lessee. The Lease Period of such Additional Area shall however be co-terminus with the Lease Agreement.

4.2 WBTDCL shall provide:

4.2.1 The spaces with internal finishes & Furniture, shall be handed over on "as is where basis is".

4.2.2 Infrastructure provided by WBTDCL shall be as per terms and conditions indicated in Clause 4.12 herein below.

4.2.3 Lessee shall be allowed to advertise proposed commercial activities in the leased out premise without any additional charges. These boards will have advertisement/ details only about the business/ commodities being run /sold by the Lessee in Leased Space(s) which needs to be duly approved by WBTDCL.

a) The Lessee shall have the right to display signage(s) of suitable size for displaying its generic name of each Space. The signage may be illuminated or non-illuminated at the Lessee's option, however it shall need to confirm to all governmental laws, regulations or ordinance relevant thereto. **The Lessee shall also need to obtain a written approval from WBTDCL before putting up any form of signage and WBTDCL reserves the right to refuse or to suggest an alternation to the same.** The size, shape, location, etc. of signage are subject to architectural controls to be issued by WBTDCL. Signage should be used only for the business being run by the Lessee in the leased premises. In addition, the Lessee shall also be required standard materials as per standards prevalent in WBTDCL, for which he shall seek necessary approval from WBTDCL.

West Bengal Tourism Development Corporation Limited

(A Govt. of West Bengal Undertaking)

Udayachal Tourist lodge (1st Floor), DG Block, Sector II, Kolkata- 700091

Phones: 033 2359 7250, Fax: 033-2359-8292

Website: www.wbtdcl.com

b) The lessee shall be allowed to use the leased spaces for display of advertisement only about the business / commodity being run / sold by the Lessee in the Leased space(s).

c) The Lessee shall need to obtain a written approval from WBTDCL by way of a notice before putting up any form of signage/ advertisement within/outside their premises and WBTDCL reserves the right to refuse or to suggest an alternation to the same. The signage/ advertisement shape and location etc are subject to architectural controls to be issued by WBTDCL.

d) Placement of signage/ advertisement without the permission of WBTDCL or placement in non approved locations shall attract a penalty of Rs.5000/- per signage/ advertisement on the first occasion and Rs.50, 000/- per signage/ advertisement on the second occasion. In case of persistence default, WBTDCL reserve the right to terminate the agreement with forfeiture of the (interest free) security deposit and advance lease fee paid in its favor.

WBTDCL shall not unreasonably interfere with the signage/ advertisement plan. If WBTDCL is not satisfied and raises any objections, the lessee shall be required to appropriately amend/ modify his scheme within a reasonable timeframe and seek WBTDCL approval once again

4.3 Works to be executed by Lessee:

4.3.1. Considering the History and Heritage nature of the premises, in general WBTDCL would provide the vacant possession of the premises with internal finishing works including internal partition's, doors, flooring, plastering, painting and furniture etc. Lessee shall be required to obtain written permission from WBTDCL for executing works as required for the commercial use in the Leased Space(s) without damaging any loads bearing / structural members, Heritage nature and any services / utility etc.

4.3.2 The Bidder shall be deemed to have inspected the Site and be aware of the existing buildings, constructions, structures, installations and interior decoration etc., if any existing in the Leased Space(s) and shall not claim for any change on the Site after submitting its Bid.

Note: The above list is only indicative and Bidders are required to make their own assessment of the works needed as per their requirement.

4.4 Activities Permitted

4.4.1 Except for the activities banned by law or Govt. Regulations for usage of the Leased Space(s) and the activities banned vide Annexure 9 this EOI, the Leased Space(s) can be used for the purpose of Café cum lodge only. WBTDCL reserves the right to ensure that there is no violation of the same.

4.5 Period of 'Lease'

West Bengal Tourism Development Corporation Limited

(A Govt. of West Bengal Undertaking)

Udayachal Tourist lodge (1st Floor), DG Block, Sector II, Kolkata- 700091

Phones: 033 2359 7250, Fax: 033-2359-8292

Website: www.wbtdcl.com

4.5.1 The access to the Leased Space(s) shall be granted to the Selected Bidder immediately from the date of execution of the Lease Agreement which shall be executed within a period of 7 days from the payment of full Upfront Fee & Performance Security by the Selected Bidder to the WBTDC (hereinafter referred to as “**Commencement Date**”).

4.5.2 The Lease granted under the Lease Agreement shall be valid for a period of 10 (Ten) years from the Commencement Date or till the termination by the WBTDC in its sole discretion, whichever is earlier, during which period the Selected Bidder shall be obliged to pay the Lease Fee and other payments, if any, as per the terms of the EOI and Lease Agreement.

4.6 Fit-Out Period

4.6.1 For carrying out the Fit-out Activities and finishing works etc. the Lessee would be permitted a Lease Fee free period up to 60 (Sixty) days from the date of signing of the Lease Agreement (hereinafter referred to as “Fit-Out period”).

4.7 Right to Sub-Lease

4.7.1 The Lessee shall not be entitled to sub-Lease the built up space to any person or entity (the “Sub-Lessee”).

4.8 End of the Lease Period

4.8.1 At the end of the Lease Period by efflux of time or premature termination for any reason whatsoever, all rights of the Lessee under the Lease Agreement shall cease to have effect including its rights over the Leased Space(s), all the furniture fixtures and equipments as well as other assets permanently attached to the Leased Space(s) without any obligation on WBTDC to pay or adjust any consideration or other payment to the Lessee. The Lessee would be liable for any damage to the property; furniture fixtures etc other than natural wear and tear.

4.8.2 For the purpose of clarification, at the end of the Lease Period, on any ground whatsoever, the WBTDC shall have the absolute right to run the Project Site on its own, or re-Lease it to any third party or to manage it in any other manner as it may deem fit in its sole discretion.

4.9 Approvals from WBTDC

4.9.1 All communication in all matters regarding the approvals related to the Leased Space(s) shall be forwarded to the nodal officer as appointed by the WBTDC. The nodal officer shall act as a single window for the Lessee and shall be responsible for all the matters related to the Leased Space(s).

West Bengal Tourism Development Corporation Limited

(A Govt. of West Bengal Undertaking)

Udayachal Tourist lodge (1st Floor), DG Block, Sector II, Kolkata- 700091

Phones: 033 2359 7250, Fax: 033-2359-8292

Website: www.wbtdcl.com

4.9.2 The Lessee shall forward all requests, such as approval of plans etc. related to the Leased Space(s) to the nodal officer. Such requests, if completed in all manners, may be approved / rejected by the WBTDCL within 30 days of the receipt of the request.

4.9.3 The nodal officer for this Bid will be the General Manager (Operations), WBTDCL.

4.10 STATUTORY CLEARANCES

4.10.1 The Lessee shall be required to adhere to the building design, but there are no limitations on planning and subdivision of the interior floor space. However, within these parameters, maintaining the structural safety and integrity shall be the sole responsibility of the Lessee.

4.10.2 Notwithstanding anything mentioned above, the Lessee is required to adhere to the provisions of the prevailing master plan and the building bye-laws of the authorities having jurisdiction over the Project Site for the development works to be undertaken.

4.10.3 The Lessee shall obtain all clearances and sanctions as required from the competent authorities for building sub-plans, utilities, fire fighting, etc. It is to be clearly understood that all such clearances are to be obtained by the Lessee and the WBTDCL may only provide assistance wherever possible without any obligation.

4.10.4 Procuring all the permissions/ Leases etc. required from the statutory/ regulatory/ civic authorities concerned, being able to use the Leased Space(s) for desired commercial purposes/ business, will be sole responsibility of the Lessee. WBTDCL shall not be responsible for any such procurement and shall not entertain any claims in this regard.

4.10.5 The Lessee shall at all times adhere to all notices and circulars issued by WBTDCL in this regard.

4.11 ASSIGNABILITY & ENCUMBRANCES

4.11.1 The Lessee shall not assign any of its rights, or interest in this Lease Agreement in favor of any other company/person(s) at any time and for any reasons whatsoever.

4.11.2 Under no circumstance, shall the building or facilities constructed or installed at the Leased Space(s) be mortgaged, charged or otherwise any lien (including negative lien), charge or encumbrance be created or agreed to be created in favor of any person, including the Lenders / Financial Institution(s) / Banks etc.

4.11.3 The lessee shall not allow to monetize the lease area, facilities, constructions or installations therein, through Real Estate Investments Trusts (REITs)/Infrastructure Investment Trusts etc.

West Bengal Tourism Development Corporation Limited

(A Govt. of West Bengal Undertaking)

Udayachal Tourist lodge (1st Floor), DG Block, Sector II, Kolkata- 700091

Phones: 033 2359 7250, Fax: 033-2359-8292

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4.12 INFRASTRUCTURE SERVICES

4.12.1 Electricity and Water Supply is available. All user charges in connection with usage /consumption of electricity & water and other similar services will have to be paid by lessee as per prevailing rates for such purposes. Also sewage and drainage is available on the site. The lessee may also obtain separate electric and water connection with written permission of WBTDCL.

4.12.2 The successful bidder shall make their own fire-fighting arrangements. Such fire-fighting arrangements would conform to the National Building Code, relevant Building Bye laws and Fire Safety (Fire Prevention) Rules. However, they should ensure its integration in a seamless manner with that of the building fire fighting systems and only on certification by the fire officer / authorized representative of WBTDCL. WBTDCL reserves the right to inspect the Leased space at any time during the period of Lease period, in connection with fire fighting readiness and may also issue directives in this regard, which will have to be adhered to and complied with in full. Any works as may be indicated on this account will also be carried out by the Lessee at his /their own cost. No claim for damages or compensation for inconvenience in this regard will be entertained by WBTDCL.

The Lessee shall ensure:

- * The relevant NOC for its activities/usage from respective departments, if any
- * Maintaining its fire equipments in good condition at all times.
- * The trained staff round the clock at the premises.
- * No addition/ alteration are done without the prior approval of competent authority of WBTDCL.
- * Record of periodic check of fire equipments and installation is maintained as per relevant code of practice.
- * Deviation if any may be brought to the notice of WBTDCL, being controlling authority.

It is clarified that the Lessee will be completely responsible for any loss of life or property in case of an emergency and/or due to non function of fire safety system exclusively under scope and control of Lessee. WBTDCL shall not be responsible for any loss of life and property in the Leased premises due to any malfunctioning of fire system in case of any fire emergency.

4.12.3 The Lessee shall provide unfettered access to the authorized representative of WBTDCL and its operation staff for the purpose of carrying out maintenance works if any inside the Leased area at all times during the Lease period. The Lessee will not make any claims for damages, or seek any compensation on this account.

West Bengal Tourism Development Corporation Limited

(A Govt. of West Bengal Undertaking)

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4.12.4 Although the property is being provided in almost ready to use condition, however, if the Lessee propose to change /alter anything in regard to the premises, the Lessee will submit all plans/ drawings and specification of material whatsoever including but not limited to internal partitions, fire detection & fighting, flooring, lighting, electrical, signage advertisement panels etc; for approval of WBTDCL before start of any work/s inside the Leased area. WBTDCL reserves the right not to give approval if it deems such works may act as a hindrance in the smooth functioning of its operations or other Lessees on the premises. All materials used including electrical materials should be fire resistant and as per standards prescribed by WBTDCL and in this connection the approval of WBTDCL must be taken before start of installation. The civil and electrical engineers and officers of WBTDCL will have full and unfettered access to inspect and check the materials before and after installation, and during the period of Lease. All instructions issued by them in this regard will be complied with in full and within time stipulated by the said engineers/officers. No claim or compensation will be sought by the Lessee on this account.

4.12.5 Internal distribution of power, air conditioning systems has already been provided by WBTDCL. For firefighting sprinklers, fire detection, advisable fire alarm panel etc as per norms and fit out guidelines etc required for the Leased Space will however has to be provided by the Lessee at their own cost.

4.13 PAYMENTS TO WBTDCL

4.13.1 In lieu of the rights granted to the Lessee for the Leased Space(s), the Lessee shall make payments to WBTDCL in following manner:

a) Part A: Advance Lease Fee

In addition to any outstanding dues over the Lessee, it shall make advance payments for Lease Fee on quarterly basis to the WBTDCL at the rate quoted in its Financial Bid (Refer to the format given in Annexure 4 of Section 4) within 7 days of commencement of respective quarter. All the taxes including the GST, as applicable from time to time shall also be paid by the Lessee in addition to the amount of the quoted rate of the Lease Fee. The Lease Fee shall be payable from the day falling after the date of the completion of the Fit-Out Period. The Lease Fee for a specified quarter shall be worked out by multiplying the area of the Leased Space(s) with the per month quoted rate of Lease Fee and further multiplying it by 3 (Lease Fee = Area X NN1 X 3)

b) GST as applicable will be borne solely by the Lessee.

c) All other statutory taxes, statutory dues, local levies, stamp duty, registration charges, etc. as applicable shall be charged extra from the Lessee and shall have to be remitted along with the Lease Fee for onward remittance to the Government. Property tax of the Leased area shall be borne by Lessee.

West Bengal Tourism Development Corporation Limited

(A Govt. of West Bengal Undertaking)

Udayachal Tourist lodge (1st Floor), DG Block, Sector II, Kolkata- 700091

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The Lessee shall indemnify WBTDCL from any claims that may arise from the statutory authorities in connection with this Lease Agreement.

4.13.2 The Lease Fee referred to above in 4.13, shall be escalated at the rate of 20% every 3 years from the date of commencement date.

4.13.3 The Lease Fee in Clause 4.13. for the Leased Space(s) shall become payable from the day after the date of end of the Fit-Out Period.

4.13.4 The maintenance fees, wherever applicable shall be payable from the date of execution of the Lease Agreement.

4.13.5 In case of extension of the Commencement Date or Fit-Out Period or both, as the case may be, for whatsoever reason, the escalation on the Lease Fee and maintenance fee shall be counted from the date of receipt of the Bids or execution of Lessee Agreement.

4.13.6 The Lessee will make the payments for each quarter in advance within seven days of the commencement of the respective quarter.

4.13.7 Any delay in payments in the preceding Clauses shall attract penalty of interest @20% per annum on the amount outstanding (calculated on a per day basis), till the time the respective payments have been received by WBTDCL. The delays beyond 60 days of the due dates for the payment of the respective Lease Fee shall be treated as 'Lessee Events of Default'. In such an eventuality the WBTDCL retains the right to en-cash the Performance Security and claim damages from the Lessee and even terminate the Lease Agreement as mentioned in the 'Performance Security' Clause of the Draft Lease Agreement. In cases of termination of Lease agreement, WBTDCL shall have the exclusive rights to cut water supply, electricity, sewerage connection to the Leased area and also start process for eviction of Lessee from WBTDCL property.

4.13.8 In the event of default of Lessee in making payments of upfront premium, Lessee fee, maintenance charges (as applicable), charges for electric supply, taxes or any other dues towards WBTDCL in prescribed time, WBTDCL shall be entitled to discontinue / disconnect the service of electricity / water / sewer etc in Leased premises and debar the Lessee from availing use of common areas / facilities (viz., use of stair case / lifts, etc). Apart from the said rights as stated, WBTDCL shall also have the rights including but not limited to restrict the access of Lessee in Leased premises and recover all dues along with interest.

4.14 Extension of Date of Commencement / Fit-Out Period / Lessee Period

If in event of, the progress of work being delayed by any act or neglect of WBTDCL or its employees or by other contractor / Lessee employed by WBTDCL or in executing the works on which Lessee's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to

West Bengal Tourism Development Corporation Limited

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Udayachal Tourist lodge (1st Floor), DG Block, Sector II, Kolkata- 700091

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neighboring owners or public authority arising otherwise through the Lessee's own default etc, then upon happening of any such event Lessee shall immediately bring it to the notice of WBTDCL within 30 days of happening of such an event and accordingly either Commencement Date or Fit-Out Period or Lease Period individually or in combination may be extended suitably, as in the opinion of WBTDCL are reasonable having regard to the nature and period of delay and the type and quantum of works affected thereby. Apart from above, the Lessee shall not be eligible for any other compensation for works so carried forward to the extended period of time. In addition, Lessee shall also make constantly its best endeavors to bring down or make good the delay and shall do all that may be reasonably required to the satisfaction of WBTDCL to proceed with the works. Any failure or delay by WBTDCL to provide the Lessee possession of the Leased Space(s), or to give the necessary permission or necessary drawings or instructions or any other delay caused by the WBTDCL due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the Lease Agreement or alter the character thereof or entitle the Lessee to any damages or compensation. Nevertheless, in the event of the delay being due to reasons being attributable to Lessee, or its failure to complete its obligations within specified time as per the Lease Agreement, for the reasons other than the reasons attributable to WBTDCL, Lessee shall not be entitled for any extension of date of Commencement Date or Fit-Out Period or Lease Period whatsoever.

West Bengal Tourism Development Corporation Limited

(A Govt. of West Bengal Undertaking)

Udayachal Tourist lodge (1st Floor), DG Block, Sector II, Kolkata- 700091

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Formats for Submission

Annexure 1

Letter of Application

(To be submitted and signed by the Bidder's authorized signatory)

The Managing Director,
West Bengal Tourism Development Corporation,
Udayachal Tourist Lodge, 1st Floor
DG Block, Sector II,
SaltLake-700091

Sub: EOI for LEASING OUT OF COMMERCIAL SPACE AT DENMARK TAVERN-A RIVERSIDE CAFE AND LIMITED ACCOMMODATION AT SERAMPORE WEST BENGAL (AN INITIATIVE OF WEST BENGAL TOURISM & NATIONAL MUSEUM OF DENMARK OWNED BY WEST BENGAL TOURISM DEVELOPMENT CORPORATION)

Sir,

1. Being duly authorized to represent and act for and on behalf of.....(hereinafter referred to as the "Bidder"), and having studied and fully understood all the information provided in the Bid Document, the undersigned hereby applies as a Bidder for **LEASING OUT OF COMMERCIAL SPACE AT DENMARK TAVERN-A RIVERSIDE CAFE AND LIMITED ACCOMMODATION AT SERAMPORE WEST BENGAL(AN INITIATIVE OF WEST BENGAL TOURISM & NATIONAL MUSEUM OF DENMARK OWNED BY WEST BENGAL TOURISM DEVELOPMENT CORPORATION)** on Lease basis, according to the terms & conditions provided by WBTDCL
2. Our Technical & Financial Bid as per the requisite formats along with the supporting documents, duly filled and signed on each page are enclosed in separate sealed envelopes as specified.
3. The Earnest Money Deposit is enclosed in the Envelope 1 marked "Earnest Money Deposit".
4. WBTDCL and its authorized representatives are hereby authorized to conduct any inquiries/investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to the supporting information, to provide such information deemed necessary and requested by your selves to verify statements and information provided in the application or with regard to the resources, experience and competence of the Bidder.

West Bengal Tourism Development Corporation Limited

(A Govt. of West Bengal Undertaking)

Udayachal Tourist lodge (1st Floor), DG Block, Sector II, Kolkata- 700091

Phones: 033 2359 7250, Fax: 033-2359-8292

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5. WBTDCL and its authorized representatives may contact the following persons for any further information:

Name of the person (s):

Address:

Phone: Fax:

6. This application is made with full understanding that:

(a) Bids will be subject to verification of all information submitted at the time of bidding.

(b) WBTDCL reserves the right to reject or accept any bid, cancel the bidding process, and / or reject all bids and is not bound to accept the highest or any other tender it may receive.

(c) WBTDCL shall not be liable for any of the above actions and shall be under no obligation to inform the Bidder of the same.

7. We, the undersigned declare the statements made, and the information provided in the duly completed application forms enclosed, are complete, true and correct in every detail.

8. We hereby confirm that we have read, understood and accepted all the detailed terms and conditions of this EOI and Project related Information as required for the Bid. We have also visited the Project Site for the assessment and have made our own due diligence and assessment regarding the Project. Expenses incurred by the Tenderer in presenting or submitting this Tender or preparation etc will not be reimbursed/refunded in the event of rejection.

9. I/We agree to engage qualified and trained staff fully conversant with the job and shall bear their salaries, wages and perks, incidental expenses including medical expense, if any.

10. I/We will also adhere to applicable Labour Laws, Social Legislation or any law as required under the Laws of the Land.

11. I/We will refrain from any activity that will tarnish the image of WBTDCL or the Government of WB in any form, engage in any illegal activities or fraudulence. I/We understand that in such case, if found guilty, the authority may terminate my term with immediate effect along with forfeiture of Security deposit.

12. We agree to keep our offer valid for one hundred eighty (180) days from the date of submission of Proposal thereof and shall not make any modifications in its terms and conditions, which are not acceptable to the WBTDCL and are in violation of the terms of the Bid Documents. We hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.

West Bengal Tourism Development Corporation Limited

(A Govt. of West Bengal Undertaking)

Udayachal Tourist lodge (1st Floor), DG Block, Sector II, Kolkata- 700091

Phones: 033 2359 7250, Fax: 033-2359-8292

Website: www.wbtdcl.com

13. This application is made with the full understanding that the validity of bids submitted by us will be subject to verification of all information, terms and conditions submitted at the time of bidding and its final acceptance by WBTDCL. We agree that, without prejudice to any other right or remedy, WBTDCL shall be at liberty to forfeit the entire EMD.

Authorized signatory

Date:

Name and seal of Bidder

Place:

Encl:

1) The EMD/s of Rs. _____ lakh (Rupees _____ only) and/or _____/- (Rupees _____ only) in the form of Demand Draft/Pay Order/ BG bearing No. _____ drawn upon _____ (bank) dated _____. (Details of each EMD for Multiple Packages).

2) Power Of Attorney for signing of Application Board resolution authorizing the signatory (Suggested Format at Annexure 8)

3) Memorandum of Agreement (MOA) in case of a Consortium

4) Relevant Submissions as per the given Formats

West Bengal Tourism Development Corporation Limited

(A Govt. of West Bengal Undertaking)

Udayachal Tourist lodge (1st Floor), DG Block, Sector II, Kolkata- 700091

Phones: 033 2359 7250, Fax: 033-2359-8292

Website: www.wbtdcl.com

Annexure 2

General Information of the Bidder

1. (a) Name:

(b) Country of incorporation:

(c) Address of the corporate headquarters and its branch office(s), if any, in India:

2. Details of individual(s) who will serve as the point of contact / communication for DMRC within the Company:

(a) Name :

(b) Designation :

(c) Company :

(d) Address of Hotel/s / Restaurant/s/ Registered office:

(e) Telephone/Mobile Number :

(f) Fax Number :

(g) E-Mail Address :

(h) Website:

3. Year of commencement of business:

4. Name & Address of Bankers:

5. Trade License Registration No.& place of Registration:

(attach scanned copy)

6. GST details (attach scanned copy):

7. PAN No. (attach scanned copy):

8. Food License No. (attach scanned copy):

9. Sarai Act Registration No. (attach scanned copy):

10. Professional Tax Registraion No. (attach scanned copy):

West Bengal Tourism Development Corporation Limited

(A Govt. of West Bengal Undertaking)

Udayachal Tourist lodge (1st Floor), DG Block, Sector II, Kolkata- 700091

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11. Audited Turnover for last 3 years(attach scanned copy)

Also attach IT assessment documents for the last 3 years.

12.State number of years of experience in Hotel operation

(attach scanned copy of supporting documents)

13. In case of Consortium:

a. The information above (1 & 2) should be provided for all the members of the consortium.

b. Information regarding role of each member should be provided:

Sl. No.	Name of Member	Proportion of Equity to be held in the Consortium	Role*

1 2 3 * Specify whether Lead Member / Ordinary Member

14. Any other information that the Tenderer feels relevant for the award of Tender

Before the leasing out of the property, WBTDCL may visit the bidder's hotel/hotels to inspect the facilities and satisfy themselves on technical and operational matters. The bidders shall afford whatever assistance required in the process.

Note:

- In case of Partnership concern, the attested Photostat copy of the Registered Partnership Deed is to be enclosed. The Partnership deed should state specifically that a particular partner or partners are authorized to deal with any matter of Firm/Company. Certified Photocopy of the Income Tax assessment of the Partnership Firm as well as Individual Partners(for last 3 years) is to be enclosed.
- In the case of HUF Business, the Income Tax Registration Certificate is to be enclosed in addition to the above as per(b).
- In all cases, Income Tax Return for the immediately preceding financial year of the applicant/tenderer (valid as on date of submission of tender) should be enclosed.
- This covering letter written on company's letterhead must be attached with the Annexures as mentioned in Terms & Conditions to form part of Technical bid.

Signed

West Bengal Tourism Development Corporation Limited

(A Govt. of West Bengal Undertaking)

Udayachal Tourist lodge (1st Floor), DG Block, Sector II, Kolkata- 700091

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(Name of the Authorized Signatory)

For and on behalf of (Name of the Bidder)

Designation

Place:

Date:

West Bengal Tourism Development Corporation Limited

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Udayachal Tourist lodge (1st Floor), DG Block, Sector II, Kolkata- 700091

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Annexure 3

Summary of Financial Details

(In case of Consortium, each member to provide this separately)

S.N.	Description	Financial Data for Latest Last 3 Years (Indian Rupees)		
		2014-15	2015-16	2016-17
1	Total Assets			
2	Total External Liabilities			
3	Net Worth [= 1 - 2]			
4	Annual turnover			

Note:

1) Attach certified copies of Annual Audited Balance Sheets and IT Returns Certificate for the preceding 3 (Three) years.

2) The above data must be submitted for all Relevant Consortium members, duly certified by CA/Statutory Auditor.

3) All such documents reflect the financial data of the Applicant or member in case of JV, and not sister or Parent Company.

4) Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.

Signed

(Name of the Authorized Signatory)
For and on behalf of

(Name of the Bidder)

Designation

Place:

Signature of CA/ Statutory Auditors
(with seal & registration no.)

Date:

West Bengal Tourism Development Corporation Limited

(A Govt. of West Bengal Undertaking)

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Annexure 4

Format for Financial Proposal

LEASING OUT OF COMMERCIAL SPACE AT DENMARK TAVERN-A RIVERSIDE CAFE AND LIMITED ACCOMMODATION AT SERAMPORE WEST BENGAL (AN INITIATIVE OF WEST BENGAL TOURISM & NATIONAL MUSEUM OF DENMARK OWNED BY WEST BENGAL TOURISM DEVELOPMENT CORPORATION)

(To be submitted and signed by the Bidder's authorized signatory with the quoted recurring payment.)

The Managing Director,
West Bengal Tourism Development Corporation,
Udayachal Tourist Lodge, 1st Floor
DG Block, Sector II,
SaltLake-700091,

Sub: "EOI for **LEASING OUT OF COMMERCIAL SPACE AT DENMARK TAVERN-A RIVERSIDE CAFE AND LIMITED ACCOMMODATION AT SERAMPORE WEST BENGAL**(AN INITIATIVE OF WEST BENGAL TOURISM & NATIONAL MUSEUM OF DENMARK OWNED BY WEST BENGAL TOURISM DEVELOPMENT CORPORATION) ("Project")

Sir,

We hereby submit our Financial Offer for the Project. If the Project is awarded to us, we agree to make the following payments to WBTDCL as per the terms given in the Request for Proposal (EOI) Document. 1. Monthly Lease Fee rate of Rs..... (in figures) (Rupees (In words) for a Lease Period of 10 yrs.

2. The Lease Fee in items 2 & 3 above shall be escalated at 20% every 3 years as per escalation Clause No.....from the due date of first Lease Fee.

3. Over and above the Lease Fee, we also agree to pay all charges for the energy, water and other utility services if any to the extent provided at the Leased Space(s) .

4. In an event, we are the selected bidder, any failure to deposit Performance Security within 30 days from the issue of LOA would entitle the WBTDCL to forfeit the EMD.

5. The arithmetical errors will be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words will prevail. If I/we do not accept the correction of errors, this Bid will be rejected & EMD will be forfeited.

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6. GST as applicable and other applicable taxes including property tax from time to time will also be paid by us/me in addition to the aforesaid charges.

This offer is being made by us/me after taking into consideration all the terms and conditions stated in the EOI document, and after careful assessment of the spaces, all risks and contingencies and all other conditions that may affect the financial proposal. We agree to keep our offer valid for 180 days from the due date of submission of this Proposal.

Authorized signatory

Date:

Name and seal of Bidder

Place:

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Annexure 5

Affidavit

(Notarized on Stamp Paper of Requisite Value as per Applicable Law)

I,, S/oresident of, the(insert designation) of the(insert name of the single bidder/consortium member if a consortium), do solemnly affirm and state as follows :

1. I say that I am the authorized signatory of(insert name of company /consortium member) (hereinafter referred to as "Bidder/Consortium Member") and I am duly authorized by the Board of Directors of the Bidder/Consortium Member to swear and depose this Affidavit on behalf of the Bidder/Consortium Member.

2. I say that I have submitted information with respect to our eligibility for West Bengal Tourism Development Corporation's (hereinafter referred to as "WBTDCC") Leasing out of commercial spaces located at different tourist lodges under WBTDCC (hereinafter referred to as "Project") Request For Proposal ('EOI') Document and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.

3. I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by WBTDCC to verify our credentials/information provided by us under this Bid and as may be deemed necessary by WBTDCC.

4. I say that if at any point of time including the Lease Period, WBTDCC requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of WBTDCC.

5. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our EOI shall entitle us to be disqualified from the bidding process for the Project. The costs and risks for such disqualification shall be entirely borne by us.

6. I state that all the terms and conditions of the Request for Proposal (EOI) Document have been duly complied with.

VERIFICATION :-

DEPONENT

I, the above named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed. Verified at, on this day of.....,2018.

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DEPONENT

ANNEXURE 6

SITE PLANS AND AREA BREAKUP STATEMENT

Site plan may be collected from the O/o The Managing Director, West Bengal Tourism Development Corporation, Udayachal Tourist Lodge, 1st Floor, DG Block, Sector II, SaltLake-700091,

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ANNEXURE 7

MEMORANDUM OF AGREEMENT

[On non judicial stamp paper of appropriate value to be purchased in the name of the executants]

This Consortium Agreement/Memorandum of Agreement is executed at Kolkata on this ____ day of ____, 2018.

BETWEEN

M/s _____, a Company incorporated under the Companies Act, 1956 and having its Registered Office at _____ acting through its Managing Director, _____ duly authorized by a resolution of the Board of Directors dated ____ (hereinafter referred to as the 'Lead Member' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE PART ;

AND

M/s. _____, a Company incorporated under the Companies Act, 1956 and having its Registered Office at _____ and Office at _____, acting through its Joint President, _____, duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the 'Participant Member 1') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the SECOND PART;

AND

M/s. _____, a Company incorporated under the Companies Act, 1956 and having its Registered Office at _____ and Office at _____, acting through its Joint President, _____, duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the 'Participant Member 2') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the

THIRD PART;

(Hereinafter collectively referred to as "**Consortium**" or "**Parties**" and individually as "**Party**")

Whereas West Bengal Tourism Development Corporation Limited (hereinafter referred to as 'WBTDCL') has invited Bids for the "**LEASING OUT OF COMMERCIAL SPACE AT DENMARK TAVERN-A RIVERSIDE CAFE AND LIMITED ACCOMMODATION AT SERAMPORE WEST BENGAL**(AN INITIATIVE OF WEST

West Bengal Tourism Development Corporation Limited

(A Govt. of West Bengal Undertaking)

Udayachal Tourist lodge (1st Floor), DG Block, Sector II, Kolkata- 700091

Phones: 033 2359 7250, Fax: 033-2359-8292

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BENGAL TOURISM & NATIONAL MUSEUM OF DENMARK OWNED BY WEST BENGAL TOURISM DEVELOPMENT CORPORATION) "Project") on Lease basis, in terms of the Bid documents issued for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by WBTDCL for participating in the Bid by the Consortium for executing the Project for which the Bid has been floated by WBTDCL.

AND WHEREAS in terms of the Bid Documents the Parties jointly satisfy the eligibility criteria laid down for a Bidder for participating in the Bid process by forming a Consortium between themselves.

AND WHEREAS all the Parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

AND WHEREAS it is necessary for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's Bid for the Project and its execution.

And whereas the First Party being desirous of entrusting the management of the said Denmark Tavern to an expert and willing party, advertised in website of WBTDCL on _____ 2018 inviting applications from parties competent and willing to undertake the work of managing the said Denmark Tavern on Management Contract Basis and pursuant to the said advertisement the Second Party submitted an application to the First Party with an offer to manage the said Denmark Tavern for a period of Ten years (Ten) years and also deposited the earnest money of Rs.1,000,000/- (Rupees Ten lakhs) only to be treated as Security Deposit.

Now this Agreement witnesseth and the parties hereto agree that the First Party shall entrust and the Second Party shall accept this Contract for management of the said Denmark Tavern fully described in the Schedule hereunder for a period of 03(three) years from _____ 2018 (being the date of taking over) on the following terms and conditions:

1. SHARING OF EARNINGS

The Second Party will be solely entitled to all the earnings/profits from the cafe, shops and letting out of rooms and halls, rentals, facilities, and sale of food and beverages, etc. and the First Party will not be entitled to any benefit from such earnings/profits in any case except as provided in Clause 2 hereinafter.

The second Party should start commercial operation of the within two months of taking over possession of the property and pay Annual Return from the date of starting of commercial

West Bengal Tourism Development Corporation Limited

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operation which should be payable. by the Second Party in advance, for every 03 months as quarterly installments, to the First Party at its Head Office in Kolkata.

2. MINIMUM ANNUAL GUARANTEED RETURN

The Minimum Annual Guaranteed Return from the date of starting commercial operation of the property for the said Tourist Facility shall be payable by the Second Party as per the following schedule: •

(1) 1st year to 3rd year @ Rs.3, 60,000/- per year

(2) Escalation of 20% for every 03 years.

3. PERIODICITY & PLACE OF PAYMENT OF GUARANTEED RETURN

The Minimum Annual Guaranteed Return from the date of starting commercial operation the said Tourist Facility shall be payable by the Second Party in advance, on the first day of each quarter, to the First Party at its Kolkata office in three equal quarterly installments starting from the date of taking over the physical possession of the property. For the purpose of computation or payment of annual guaranteed return, annum/year denotes 12 calendar months from and including the month of date of starting commercial operation of the property.

4. PENALTY FOR DELAY IN PAYMENT OF DUES

Delay in payment as envisaged above beyond the stipulated period through dishonour or otherwise of the post-dated cheques as deposited, a delay charge @ 1.50 % (one and a half per cent) per month on the amount payable shall be paid by the Second Party to the First Party for such delay in months or fraction thereof, provided that a delay in payment of more than six months from the due dates shall be deemed to be a sufficient ground for termination of this agreement.

5. BANK GUARANTEE

A Bank Guarantee to the extent of one year's Annual Return should always be kept by the Second Party with the First Party.

6. DELIVERY OF POSSESSION OF PROPERTY & RELEVANT DOCUMENTS

The First Party will deliver the physical possession of the whole property within 30 days from the date of signing of the agreement free from any charge or encumbrances whatsoever to the Second Party.

West Bengal Tourism Development Corporation Limited

(A Govt. of West Bengal Undertaking)

Udayachal Tourist lodge (1st Floor), DG Block, Sector II, Kolkata- 700091

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7. **DEVELOPMENT OF THE PROPERTY:** The Second Party may be given permission to hypothecate the property for any loan from bank if the Second Party seeks such permission from the First Party in writing; the period of repayment of any such loan under no circumstances will exceed the period of the Management Contract.
8. **INSURANCE OF THE PROPERTY:** The Second Party shall, at its own cost, insure and during the subsistence of the agreement keep insured the property against damage or destruction by fire, flood, earthquake, mob violence or such other causes. On the happening of any of the eventualities covered by the insurance taking place, the Second Party shall be responsible for pursuing such claim at its own cost and also undertake to complete the work of repair or renovation of the damaged or destroyed portion, with the advice of the restoration architect of the project or empanelled conservation architect of WBTDCL, at a cost not less than the claim amount and within the shortest possible time from the date of receiving the claim from the Insurance Company.
9. **MODIFICATION OF EXISTING FACILITIES / CREATION OF NEW FACILITIES:** The Second party shall have the no right to upgrade, modify / renovate the existing building and structures or construct other than daily maintenance and care of the property. If any such upgrading is contemplated by the Second Party it can be done after due environmental impact assessment and only with prior intimation to and written permission / consent of the First Party. Assistance as may be necessary may be provided as per rules by the First Party to the Second party in such cases.
10. **OBTAINING ENVIRONMENTAL CLEARANCE FROM THE APPROPRIATE AUTHORITY:** The Second Party shall have the responsibility to obtain all necessary clearances appropriate authority(s) in respect of all applicable rules and regulations.
11. **SECURITY MEASURES FOR INFLAMMABLE MATERIALS:** The Second Party shall not store combustible and explosive materials and/or any illegal material in the premises. However, he may keep adequate quantities of cooking gas, kerosene, and high/low speed diesel etc. for the purpose of cooking and operation of diesel generator etc. after taking due permission from the competent authority, care and measures as per law of the land. There shall not be any obligation and / or responsibility of the First Party regarding usage or operation and handling of the above articles.
12. **RIGHT TO FIX TARIFF and MENU:** The Second Party will be the sole authority to fix room tariff and other tariff for the facilities to be provided to the guests by him and shall have the sole right to decide the menu amongst the following namely Coffee, Cold Beverages, Salads, Bakery, American, Italian and English Breakfast, for food and beverages, and also the prices for the same. The Second Party will be also free to promote other tourism related

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facilities/schemes/packages/activities, etc. with such prior permission as to be required and shall be free to fix the tariff thereof, with intimation to the First Party.

13. MAINTENANCE OF QUALITY OF FOOD & SERVICE & PREVENTION OF IMMORAL / ILLEGAL: The Second party will maintain high standard of quality of food and service to be provided at the Denmark Tavern and take due care to prevent any immoral/illegal activities in the Denmark Tavern complex. Whenever necessary the Second Party shall report to the nearest Police Station about the immoral/illegal activities, if such activities cannot be controlled by the Second Party. There shall not be any act or attempt on the part of the Second Party that could cause hampering of reputation to the First Party in this respect.
14. TRADE NAME & LOGO: The Second Party shall have no right to rename the proposed Cafe other than Denmark Tavern - A Riverside Cafe and Accommodation. any signage, signboards or published materials should clearly state the following
AN INITIATIVE OF WEST BENGAL TOURISM AND NATIONAL MUSEUM OF DENMARK
OWNED BY WEST BENGAL TOURISM DEVELOPMENT CORPORATION AND MANAGED BY the
Trade Name of the Second Party and Logo will be only permitted at its own cost. Such act or action of the Second Party may be affected subject to prior intimation to the First Party.
15. MARKETING & SALE OF PRODUCTS: The Second Party will be at liberty to open its own booking counters at any place or places or may appoint booking agents in any part or place in India or abroad for accepting bookings from tourists and such other functions and the First Party will have no objection thereto.
- 6 PERIOD OF CONTRACT & EXTENSION THEREOF
The Contract shall remain in full force till the expiry of the proposed contract period for 10 (ten) years depending on successful operation to the satisfaction of WBTDCL from the date of taking over of the said property and may be extended thereafter on mutually agreeable terms and conditions.
- 7 APPOINTMENT OF EMPLOYEES/CONTRACTORS/SUPPLIERS

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The Second Party will have the right to select and appoint any number of employees/staff/contractors/suppliers as it may deem fit for smooth operation and functioning of the proposed Denmark Tavern complex as per the law of the land. The First Party shall have no say whatsoever in the selection of any such employees/contractors/suppliers. The Second Party shall indemnify the First Party against any financial and other liabilities of the employees/contractors/suppliers etc. who will be engaged / employed in the tourist lodge by the Second Party. The First Party shall similarly indemnify the Second Party against any disruption of work caused to The Second Party by any of the existing employees, contractors, union officials relating to the Lodge for the period prior to the signing of this Agreement. At termination or determination of this Contract, the First Party shall have no liability in respect of staff hired by the Second Party, who shall cause all such employees / contractors / suppliers to vacate the Denmark Tavern complex at the time of delivery of possession. The Second Party shall ensure that at the time of handing back the property after the expiry of the stipulated contract period or termination or recession of the contract as laid out from Clauses 30 to 32 hereunder, no such employee should remain present within the premises of the property for any reason whatsoever. The First Party shall have no liability to re employ or engage any of such persons in the establishment of the First Party.

1 8 LIABILITY FOR COMPLIANCE WITH LABOUR & INDUSTRIAL LEGISLATION

The Second Party undertakes to abide by all relevant labour and industrial legislations (including Minimum Wages Act, PF Act, ESI Act, Shops & Establishment Act) as applicable to the relevant industry.

1 9 TAX LIABILITY (electricity bill)

All tax liabilities including Panchayat / Municipality and any other tax on land and property relating to the proposed Denmark Tavern complex are to be borne by the Second Party.

2 0 ENVIRONMENT ASPECTS

The Second Party shall not fell any tree in the said property existing at the time of delivery of possession Without prior permission of the First Party and shall be required to submit a plan to the first Party for the maintenance and felling of trees for approval of the First Party. The Second Party shall take due care to prevent any environmental degradation and ecological imbalance. The second Party should also comply with all environmental rules before operating the Denmark Tavern complex. Regarding such environmental care the First Party shall have the right always to give instruction or advice to the Second Party.

2 1 DISPOSAL OF MOVABLE ARTICLES/ PROPERTIES AFTER EXPIRY / TERMINATION OF THE MANAGEMENT CONTRACT

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After the expiry of the contract period/termination of this agreement, the First Party, if it so desires, can take over any or all furniture, fixtures and other movable assets financed by the Second Party at original cost price less depreciation as per rules prevailing at that time or the reusable value, whichever is higher. Otherwise the Second Party shall be entitled to remove all movable assets and properties, which they may have brought in at their cost for the functioning of the proposed Tourist Lodge complex, and also other miscellaneous articles, such as refrigerators, air-conditioning machines, kitchen-ware and kitchen equipment, diesel generators and pumps, laundry equipment, furniture, light fittings and fans, beds and mattresses, linen and curtains, crockery, cutlery etc. for which the First Party shall allow the Second Party 30 days' extra time after delivery of possession.

2

2 POSSESSION OF FIXED / IMMOVABLE ASSETS

Only fixed immovable assets which shall be developed by the Second Party during the course of the contract shall be left behind and shall be handed over to the First Party free of cost on normal expiry of the contract.

2

3 EARNEST MONEY TO BE CONVERTED INTO SECURITY DEPOSIT

The Earnest Money of Rs.10,00,000/- (Rupees Ten lakhs) only deposited with the First Party by the Second Party along with its *offer* will continue to remain deposited with the First Party during the tenure of this Agreement as Security Deposit. The said amount will be refunded without interest on expiry / termination of the contract after adjustment of all dues, if any, except in the event of the contract being terminated for any reason mentioned at clause 30 of this agreement

24 REGISTRATION OF THE AGREEMENT

The Agreement now being executed shall be registered under the Registration Act, 1908, with the competent authority within one month from the date of execution at the cost of the Second Party

2

5 CHANGE OF MANAGEMENT OF THE SECOND PARTY

Any change in the management of the Second Party during the currency of this Agreement shall be intimated to the First Party forthwith by the Second Party and the consent of the First Party obtained to such change. Thereupon the rights and obligations under this Agreement may be required to be modified if necessitated by such change.

2

6 MAINTENANCE OF BOUNDARIES OF THE COMPLEX

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(a) The Second Party shall maintain the boundaries of the Complex clear of bushes and shall get them so cleared at least once a year not later than the end of February each year. He shall also maintain all the boundary marks in good condition

(b) If at any time, the First Party is of the opinion that the that the Second Party has committed any irregularity by usurping any extra land or has caused any breach of its boundary marks or lines in such manner that a re- survey of the area is necessary, the First Party may direct such re-survey to be made at the cost of the Second Party;

27 RIGHT TO INSPECTION AND SURVEY

The Second Party shall at all reasonable hours of the day allow the officers of the First Party authorized in that regard, free and undisturbed access to the land and property of the tourist facility for the purposes of inspection, survey and otherwise

28 SUB-CONTRACTING

The Second Party shall not sub-contract commercial operation of the said Tourist Lodge on lease /sublease /management contract basis without prior and written approval of the First Party.

29 USE OF THE BOOKING FACILITY OF THE FIRST PARTY

The First Party shall allow its booking facility installed at 3/2 BBD Bagh (East), Kolkata-700 001 and at other places to be used for booking accommodation and other services provided by the Second Party at Denmark Tavern against payment of a commission of 10% of such booking value by the Second Party to the First Party for providing such facility.

30 TERMINATION OF THE CONTRACT BY THE SECOND PARTY

The Second Party shall have the option to terminate the agreement at any time before its expiry by 3 months' prior notice in writing to the First Party intimating its intention provided, however, that the Second Party shall not be released of its obligations under this agreement, unless and until the Second Party (a) restores full possession to the First Party, (b) makes payment of all sums payable by it to the First Party under this agreement, (c) makes full payment of all sums required to clear all types of liability incurred by it during its tenure of occupying and operating the tourist facility.

31 TERMINATION OF THE CONTRACT BY THE FIRST PARTY

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In any of the following cases, namely :
If the Second Party fails to start commercial operation within 2 (two) calendar months of taking over the property from the First Party;
If titled land and building(s) of the facility are used by the Second Party for any purpose other than purposes mentioned in this agreement ;
If the Second Party acts in violation of Clause 28 above or fails to conform to any of the other terms and conditions mentioned herein before even after receipt of a notice from the First Party followed by a reminder after reasonable time in this regard, the First Party shall be entitled to terminate this agreement and recover possession immediately and also recover such damages and other amounts as it may be entitled to in law.

32 RESCISSION OF THE CONTRACT BY THE FIRST PARTY

If at any time the First Party decides to rescind this contract and take over the Denmark Tavern during the subsistence of this agreement, the First Party shall be entitled to do so but only upon serving a three-months' prior notice in writing of its aforesaid intention upon the Second Party and compensating the Second Party for the investments made of any of movable and immovable assets, which the Second Party may agree to leave behind, for the use of the First Party. Such compensation shall be determined on the basis of original cost [consisting of investments made by both the First Part'/ as well as the Second Party] less depreciation as provided by Schedule 16 of the Companies Act 1956. However, pending determination of such compensation and payment thereof, the First Party shall be entitled to take over the Denmark Tavern.

33 ARBITRATION

In case any dispute arises between the First Party and the Second Party hereinbefore out of or in relation to this agreement then either of them may refer the same to the Principal Secretary, Tourism Dept, Govt. of West Bengal, as the sole Arbitrator for adjudication of such disputes by arbitration.

34 JURISDICTION OF THE COURT

Only the courts at Kolkata shall have the jurisdiction to entertain any proceeding arising out of this contract. The First Party shall have the right to enforce any of the terms and conditions as drafted in the recitals of the agreement, if violated by the Second Party, in the competent court of law, without any prior notice.

NOW THIS CONSORTIUM AGREEMENT/Memorandum of Agreement hereby WITNESSES:

1. That in the premises contained herein the Parties having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate

West Bengal Tourism Development Corporation Limited

(A Govt. of West Bengal Undertaking)

Udayachal Tourist lodge (1st Floor), DG Block, Sector II, Kolkata- 700091

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in the Bid process for “the “**LEASING OUT OF COMMERCIAL SPACE AT DENMARK TAVERN-A RIVERSIDE CAFE AND LIMITED ACCOMMODATION AT SERAMPORE WEST BENGAL(AN INITIATIVE OF WEST BENGAL TOURISM & NATIONAL MUSEUM OF DENMARK OWNED BY WEST BENGAL TOURISM DEVELOPMENT CORPORATION)** ” in terms of the Bid invited by West Bengal Tourism Development Corporation Limited (WBTDCL).

2. That the Parties have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated in the Bid Documents for award of the Project to the Consortium so that the Consortium may take up the aforesaid Project in case the Consortium is declared as the Selected Bidder in the Bid process.

3. That the Parties have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the pre-qualification/eligibility criteria stipulated for a Bidder, to participate in the Bid for the said Bid process for executing the Project.

4. That the Parties have agreed to nominate _____ as the Lead Member who shall be authorized to represent the Consortium for all intents and purposes for dealing with the WBTDCL or its representatives and for submitting the Bid as well as doing all other acts and things necessary for submission of Bid Documents such as Bid Application Form etc., Mandatory Information, Financial Bid, etc., and such other documents as may be necessary for this purpose which shall be legally binding on all the members of the Consortium who shall be jointly and severally responsible for the performance and obligations in relation to the Bid submitted to WBTDCL and execution of the Project.

5. The Consortium further authorizes the Lead Member to represent the Consortium for all correspondence and communications with the WBTDCL and any notice or communication served upon the Lead Member shall be deemed to be notice or communication to the Consortium.

6. That the share holding of the members of the Consortium for this specified purpose shall be as per the Lease Agreement and at present the proposed shareholding shall be as follows:-

a) The Lead Member shall have _____per cent (____ %) of share holding with reference to the Consortium for the Project.

b) The Participant Member 1 shall have _____ (____ %) of share holding with reference to the Consortium for the Project.

c) The Participant Member 2 shall have _____percent (____%) of share holding with reference to the Consortium for the Project.

7. That in order to fulfill the requirement of the Bid process and also to keep an altogether separate legal entity of the Consortium, the members of the Consortium undertake to provide their own

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nominees as share holders to the extent of their respective share holding for the purpose of formation of a Special Purpose Company (SPC) through which the Consortium proposes to undertake the Project.

8. That if any change in the membership of the Consortium be required to be made by the members of the Consortium, the same shall be done with the prior written consent approval of WBTDCL subject to the conditions as may be stipulated by them in this regard in the Lease Agreement and which consent, WBTDCL shall be entitled to decline without assigning any reason whatsoever.

9. That in order to meet the requirements of Bid documents or any other stipulations of WBTDCL, if it becomes necessary to execute and record any other documents amongst the Parties, the Parties undertake to do the needful and to participate in the same for the purpose of the Project.

10. That it is clarified by and between the Parties that execution to this Consortium Agreement/Memorandum of Agreement by the Parties does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the Parties shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the Project.

11. That the Parties undertake to specify their respective roles and responsibilities for the purposes of execution of the Project if awarded to the Consortium in the Memorandum & Articles of Association of the proposed Special Purpose Company to be got incorporated by the Parties to meet the requirements and stipulations of WBTDCL.

IN FAITH AND TESTIMONY WHEREOF, THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTHS AND YEAR FIRST ABOVE WRITTEN.

1. Managing Director (-----)

For (Name of company)

2. Managing Director (-----)

For (Name of company)

3. Managing Director (-----)

For (Name of company)

WITNESSES: 1.-----

2.-----

Enclosure:

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* Board resolution of each of the consortium members authorizing execution of the consortium agreement and appointing the authorized signatory for such purpose

West Bengal Tourism Development Corporation Limited

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ANNEXURE 8

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION

Know all men by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the Project, including signing and submission of all documents and providing information/responses to WBTDCL, representing us in all matters before WBTDCL, and generally dealing with WBTDCL in all matters in connection with our Bid for the Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us. For.....

Accepted

..... (Signature)

(Name, Title and address) of the Attorney

Note:

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

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ANNEXURE 9

LIST OF USAGES BANNED

1. Any product / Service the sale of which is unlawful /illegal or deemed unlawful under any Indian act or legislation.
2. Any product the storage and sale of which may lead to or be considered as a fire hazard; such as fire crackers, industrial explosives, chemicals etc.
3. Storage of sale of tobacco and tobacco products.
4. Coal based cooking is strictly prohibited. Gas Based Cooking shall also be permitted as per WBTDC's extant Policy / guidelines.

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ANNEXURE-10

FORM OF BANK GUARANTEE FOR TENDER SECURITY

(To be stamped in accordance with Stamp Act, if any, of the country of issuing bank)

1. KNOW ALL MEN by these presents that we (Name of Bank) having our registered office at (Name of country) (Hereinafter called "the Bank") are bound unto West Bengal Tourism Development Corporation Limited (hereinafter called "the WBTDCL") in the sum of ` for which payment will and truly to be made to the said WBTDCL, the Bank binds itself, its successors and assigns by these presents.

2. WHEREAS.....(Name of Tenderer) (hereinafter called "the Tenderer") has submitted its tender dated_____for "**LEASING OUT OF COMMERCIAL SPACE AT DENMARK TAVERN-A RIVERSIDE CAFE AND LIMITED ACCOMMODATION AT SERAMPORE WEST BENGAL(AN INITIATIVE OF WEST BENGAL TOURISM & NATIONAL MUSEUM OF DENMARK OWNED BY WEST BENGAL TOURISM DEVELOPMENT CORPORATION)**" hereinafter called the tender.

AND WHEREAS the Tenderer is required to furnish a Bank Guarantee for the sum of ` as Tender Security against the Tenderer's offer as aforesaid.

AND WHEREAS.....(Name of Bank) have, at the request of the Tenderer, agreed to give this guarantee as hereinafter contained.

3. We further agree as follows:

a. That the WBTDCL may without affecting this guarantee grant time or other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the WBTDCL and the Tenderer.

b. That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Tenderer.

c. That any account settled between the WBTDCL and the Tenderer shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.

d. That this Guarantee commences from the date hereof and shall remain in force till (date to be filled up) (up to 240 days from the date of tender).

e. That the expression 'the Tenderer' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

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4. THE CONDITIONS OF THIS OBLIGATION ARE:

- a. if the Tenderer withdraws his Tender during the period of Tender validity specified in the Form of Tender, or
- b if the Tenderer does not accept the correction of his tender price in terms of Clause 3.20.7 of the "EOI document".
- c. if the Tenderer having been notified of the acceptance of his tender by the WBTDCL during the period of tender validity :
- d. fails or refuses to furnish the Security Deposit in accordance with Clause 3.11 of the "EOI document" and/or
- e. fails or refuses to enter into a Contract within the time limit specified in Clause 3.26 of the "EOI document".

We undertake to pay to the WBTDCL mere on demand without demur up to the above amount upon receipt of his first written demand, without the WBTDCL having to substantiate his demand provided that in his demand the WBTDCL will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a), (b), (c) mentioned above, specifying the occurred condition or conditions.

Signature of

Authorized Official of the Bank

Signature of Witness

Name :

Name of Official

Address :

Designation

Stamp/Seal of the Bank

Notes:

1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the 'Bank Guarantee'.
2. The 'Bank Guarantee' shall be from the Scheduled Commercial Bank based in India, acceptable to WBTDCL.

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ANNEXURE- 11 (As per Clause 3.5.5 of Section-III)

UNDERTAKING FOR CORRUPT & FRAUDULENT PRACTICE

We declare that in the submission of this tender no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price does not include any such amount. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

NOTE:

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the tenderer or constituent member in case of JV/Consortium.