

West Bengal Tourism Development Corporation Limited

(A Government of West Bengal Undertaking)
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MEMO NO- 1347/WBTDC/ E-129791

DATED: 30-11-2023

NOTICE INVITING e-QUOTATION

e-NIQ-11/WBTDC OF 2023-24(Technical)

e-Quotations are hereby invited for “ **Running of Food court at Dilli Haat INA (DHINA) Stall No.3** ” as is where is basis from reputed organization having experience in running Bengali ethnic cuisines.

1.

- i) In the event of e-filling, intending bidder may download the tender documents from the website <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate. Necessary Earnest Money 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.
 - ii) Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI bank payment gateway.
- 2) Both **Technical Bid** and **Financial Bid** are to be submitted concurrently duly digitally signed in the website <http://wbtenders.gov.in> as per the time schedule sheet in clause No-9.
 - 3) Minimum floor price in respect of running of Food court at Dilli Haat INA (DHINA) Stall No.3 is fixed at Rs.90, 000/- per month only.
 - 4) Financial bid must be above floor Price.
 - 5) The **FINANCIAL OFFER** of the prospective tenderer will be considered only if the **TECHNICAL BID** of the tenderer is found qualified by the ‘Tender Evaluation Committee’ formed by the Managing Director, WBTDC Ltd. The decision of the ‘Tender Evaluation Committee’ will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.

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SECTION -1 INTRODUCTION

1. In order to promote Tourism of West Bengal, Delhi Tourism and Transportation Development Corporation has allotted a food stall no. 3 at Dilli Haat INA (DHINA) through a sub license agreement between DTTDCL and WBTDCL in recent past. WBTDCL having no such infrastructure in running the food court. Therefore, this unit has been identified for being operated and maintained by Private Parties, under overall supervision of WBTDCL.
2. In the above background WBTDCL, in consonance with the adopted policy of “Publicity and promotion of Experience Bengal” invites proposals from interested Private entities (Sole Proprietor or Partnership firms, Private Limited Company) registered under any relevant Act/Law in India, for submission of their proposals and participation in bid.
3. Applicants who have the experience of running Bengali ethnic cuisines in the Tourism /Hotel/Hospitality sector for the last10 (ten) financial years anywhere in India will be eligible to submit their proposal.
4. NIQ could be downloaded from www.wbtenders.gov.in (the only way to receive application form) at no cost from the date given in Bid Schedule.
5. Filled up applications, as per prescribed formats, are to be submitted by uploading in www.wbtenders.gov.in within due date and time in two folders viz. technical and financial.

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6. The Bidder shall deposit through EMD, as part of its Bid, following Government Order no 3975-F(Y) Dated 28/07/2016, a Bid Security (Earnest Money) equivalent to 2% of bidding value through online as mentioned in clause 1(ii).
7. Encrypted Technical Bid shall be opened by the Tender Evaluation Committee on 21.12.2023. Bidders may note that if the date of tender opening given in this Document is declared to be a gazetted holiday, the tender shall be opened on the next working day at the same time.

There will not be any changes in the date and timing of the submission of the bid.

8. The Financial Bids (To be notified later on) of only those bidders whose Technical Bids are accepted shall be opened by the Tender evaluation Committee. Bidders may note that if the date of tender opening given in this Tender Document is declared to be a gazetted holiday, the tender shall be opened on the next working day at the same time.

9. Schedule of Bid:

Sl. No.	Particular	Date & Time
1.0	Date of uploading of N.I.Q. Documents (online) (Publishing Date)	04.12.2023 - 11.00 Hrs.
2.0	Document download/sell start date (online)	04.12.2023 - 11.00 Hrs.
3.0	Document download/sell end date (online)	18.12.2023 – 17.00 Hrs.
4.0	Bid submission start date (online)	04.12.2023 at 11.00 Hrs.
5.0	Bid submission end date (online)	18.12.2023 – 17.00 Hrs.
6.0	Bid opening date for technical proposals (online)	21.12.2023 – 11.00 Hrs.
7.0	Pre-Bid meeting Date	14.12.2023 – 12.00 Hrs.
8.0	Financial bid opening	To be notified later on.

10. Scope of Work:

Operations and Management Plan:

- i) Food stall No. 3 will be handed over to successful bidders, as is where is basis.
- ii) Services like furniture, pantry equipment and utensils & crockeries are to be arranged by the prospective bidder.
- iii) All safety & security measure like fire extinguisher system, installation of CCTV etc. shall be arranged by the prospective bidder.
- iv) All the maintenance work related to the stall should be borne by the prospective bidder.
- v) The entire necessary infrastructure to operationalize stall shall be arranged by the prospective bidder.
- vi) Prospective Bidder will operate the food court at stall no. 3 with the manpower deployed from their end. WBTDCL has no responsibility in this regard.
- vii) Prospective Bidder should pay all necessary Govt. dues like electricity bill, Taxes of local Government during the course of operation of the food court.
- viii) WBTDCL will possess the right to inspect the stall at any time.
- ix) The bidder is required to provide adequate space and arrangement for “publicity and promotion” of West Bengal Tourism.

11. Deployment Mechanism

The food stall no. 3 at Dilli Haat INA will be given on lease up to 31.03.2024. Upon expiration of initial term, the parties may mutually agree in writing to any additional term(s) (the renewal term), the bidder may provide written request to WBTDCL 90 days before the expiration of the term of its intent to renew the term. WBTDCL has the sole discretion to decide on any such request for renewal of term, unless the lease is terminated by the WBTDCL for violation of terms and condition during the period. The Private Party has to incur all recurring and non-recurring cost during the operation period and to hand over the stall at the end of lease period. However, current assets, brought in by a Private Party, during lease period will be allowed to be taken back on expiry or early termination of lease period. The Private Party will adhere to the SoP to be provided by the WBTDCL.

12. Supervision & Control

The food stall no.3 at Dilli Haat INA will be operated under close supervision of WBTDCL.

13. Minimum Floor Price: Rs.90, 000/- per month.

SECTION - 2 INSTRUCTIONS TO BIDDERS

1 Minimum Technical Eligibility Criteria:

Any entities (Sole Proprietor or Partnership firm, Private Limited Company) registered under any relevant Act/Law in India, will be allowed to submit their proposals and participate in bid process.

- i) The prospective Bidders shall have at least 10 (Three) years' experience in Bengali ethnic cuisines in the Tourism /Hotel/Hospitality sector.
- ii) The prospective Bidders should have collaboration in business with State Government in multiple cities.
- iii) Experience in running stall at Dilli Haat at least for 10 years.
- iv) The prospective Bidders should have independent set up in multiple cities.
- v) The Prospective Bidders should have requisite Trade License, FASSAI license, Hygiene & Health clearance certificate, GST, Pan Card, P- Tax, IT return for last 3(three) years.
- vi) The rates to be quoted on monthly/quarterly basis.

However, it is informed that mere fulfillment of minimum eligibility criteria does not entitle the firm to demand that their financial bid will be evaluated.

2 Preparation of Bids:

Format and Signing of Bid as per e-tender guide lines

The Bidder shall provide all the information sought under this NIQ. The Authority will evaluate only those Bids that are received in the required formats and are complete in all respects.

The Technical and Financial Bids shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

The Bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Authority, or as necessary to correct errors made by the Bidder, in that case all such corrections shall be initialed by the Authorized signatory.

Special provision for Preparation and submission of e-Bids

The Bidders shall submit their Bids (Technical Bid and Financial Bid) as per the prescribed format given under Annexure of this NIQ on e-Procurement portal <https://wbttenders.gov.in> as per the schedule indicated in the Bid Schedule and any amendments made within Bid Due Date for submission of the Bids.

The Bid submission through e-tender portal enables the Bidders to submit the e-Bid online against the e-tender published by the Authority. The Bid submission shall be done online from the Bid submission start date till the Bid Due Date as mentioned in the Bid Schedule. The Bidders should start the Bid submission process well in advance so that they can submit their Bid in time. The Bidders should submit their Bids considering the server time displayed in the e- tender portal. This server time is time by which the Bid submission activity shall be allowed till the permissible time till the Bid Due Date. Once the Bid Due Date and time is over, the Bidders cannot submit their Bids online. For delays in submission of Bids due to any technical glitch or other reasons, the Bidders shall only be held responsible.

The Bids shall be submitted online with Digital Signature (Class-II or III) on the e-Procurement portal mentioned herein above. No physical submission of Bids is permitted. The Bidders shall upload the scanned copy of the Bidding PDF format.

Contents of the e-Bid

The Bids shall be submitted in three folders which comprises the following documents:

Folder One;

Technical Bid: The Bidder shall prepare the Technical Bid online.

Copy of documents to show that Applicant has been in the business of Hospitality sector for the last 10(Ten) financial years duly authenticated are to be attached.

Folder Two:

Financial Bid: The Bidder shall submit the Financial Bid online. **Lump sum Monthly Fees** inclusive all applicable taxes save and except GST, which will be payable as per prevalent rates.

The License Fees will be payable by the successful Bidders in each quarter/month within 7 days from the starting of each quarter/month.

All the financial quotes will be firm and cannot be modified once put in. After submission of financial quote same will be encrypted and decoded at the time of evaluation before the participants on the day given in Bid Schedule

NO HARD COPY OF FINANCIAL BIDS ARE TO BE SUBMITTED

Folder-Three

Scanned copies of following documents are to be uploaded in the folder

- A. Copy of PAN
- B. Copy of Registration Certificate / Certificate of Incorporation / registered partnership deed or trust / societies deed.
- C. Copy of Trade License, FSSAI License.
- D. Power of Attorney for Partnership Firm or Company.

Other Miscellaneous:

1. Bid Due Date

Bids should be uploaded on or before the Bid Due Date as mentioned in the Bid Data Sheet at <https://wbenders.gov.in> in the manner and form as detailed in this NIQ.

The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Bidders.

2. Modifications/Substitution/Withdrawal of Bids

At any point of time, a Bidder can withdraw his Bids submitted online before the e-Bids submission end date and time. For withdrawing, the Bidder should first log in using his Login Id and Password and subsequently by his Digital Signature Certificate on the e-procurement portal <https://wbenders.gov.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the Bidder has to click "Yes" to the message "Do you want to withdraw this Bid?" displayed in the Bid Information window for the selected Bid. The bidder also has to enter the Bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "Ok" button before finally withdrawing his/ her selected Bid. Once the Bidder has withdrawn his /her Bid he/she cannot re-submit this Bid again.

For resubmission, the Bidder should first log in using his/ her Login ID and Password and subsequently by his Digital Signature Certificate on the e-procurement portal <https://wbenders.gov.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed.

Click "View" to see the details of the Bid to be resubmitted. After selecting the "Bid Re submission" option, click "Encrypt & Upload" to upload the revised e-Bids documents by following the methodology provided in clauses above.

The Bidders can submit their revised Bids as many times as possible by uploading their e-Bids documents within the scheduled date & time for submission of e-Bids.

No e-Bids can be resubmitted subsequently after the Bid Due Date.

3. Rejection of Bids

Not with standing anything contained in this NIQ, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder in the interest of the public service.

The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

4. Bid Validity

The Bids shall be valid for 180 days.

Prior to expiry of the Bid Validity Period, the Authority may request the Bidders to extend the Bid Validity Period for a specified additional period. The request and the responses there to shall be made in writing or by email. A Bidder may refuse such request for extension of Bid Validity Period without for feature of Bid Security. A Bidder agreeing to the request will not be required or permitted to modify their Bid.

Save and except as provided in this NIQ, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

5. Bid Security (Earnest Money Deposit)

The Bidder shall deposit EMD through online, as part of its Bid as per Government Order no 3975-F(Y) Dated 28/07/2016, a Bid Security (Earnest money) equivalent to 2% of bidding value per unit, the amount as mentioned in the Bid Data Sheet of this NIQ, irrespective of location or size of the Unit.

It shall be valid for a minimum period of 180 (one hundred and eighty) days from the Bid Due Date, (referred as the “**Bid Security/EMD**”) and refundable as per Government Order no3975- F(Y) Dated 28/07/2016, except in case of the Successful Bidder whose Bid Security shall be retained till the completion of the Contract.

The Successful Bidder's Bid Security will be retained. The Bidder will sign the Agreement and furnish Security Deposit, Advance fees and the Performance Guarantee. The Security Deposit shall be forfeited as damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Agreement, or otherwise, under the following conditions:

- a) If the Bidder withdraws its Bid during the Bid Validity Period as specified in this NIQ and as extended by mutual consent of the respective Bidder (s) and the Authority;
- b) If the Bidder submits a conditional Bid which would affect unfairly the competitive position of other Bidders who submitted substantially responsive Bids.
- c) If a Bidder engages in a corrupt practices, fraudulent practices, coercive practices, undesirable practices or restrictive practices.
- d) If the bidder does not accept the correction of errors in its bid,
- e) Sign and return the duplicate copy of LOA, during to operate the food stall.
- f) Sign the Agreement; and does not furnish the Performance Guarantee within as per the provision of the Concession Agreement.
- g) Sign the agreement but failed to start commercial operation within stipulated time.
- h) Use the food stall other than Tourism / Conference / Hospitality purpose.

Any other conditions, with respect to the Bidder as well as the Preferred Bidder, for which forfeiture of the Bid Security has been provided under this NIQ;

The Bid Security of Bidders whose Bids are rejected on account of not meeting the Minimum Eligibility Criteria will be returned /refunded as per Government Order no 3975-F(Y) Dated 28/07/2016 by the Authority without any interest.

6. Security Deposit:

- i) A sum equivalent to 3 months' license fee towards security deposit is required be placed in favour of the MD, WBTDCL.
- ii) Security of Rs.30, 000/- in addition to above towards water and electricity charges is also required to be deposited in favour of the MD, WBTDCL.

7. Advance fees:

A sum equivalent to 3 months' license fee + 18% GST is required to be deposited towards advance fee, which shall be adjusted towards license fee of the last 3 months before expiry of the contract period.

8. Performance Bank Guarantee:

Rs. 5, 00,000/- (five lakh) in the form of bank guarantee.

9. Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all

information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory Authority that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

10. Communication:

Save and except as provided in this NIQ, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

SECTION-3

BID OPENING AND EVALUATION

1. Opening and Evaluation of Technical Bids

The Authority shall download and open the Technical Bid online of only those Bidders whose Technical Bid has been determined to be substantially responsive in accordance with this NIQ and submitted within the prescribed date and time as specified in the Bid Schedule. The Technical Bid shall be opened first in the presence of the Bidders who choose to attend.

In the event of specified date of Bid opening being declared a holiday for the Authority, the Bid shall be opened at the appointed time and place on the next working day.

The Financial Bid shall not be opened at this stage.

The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

The Bid Evaluation Committee will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section.

To facilitate evaluation of Bids, the Authority/Bid Evaluation Committee may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

The Bidders shall be required to fulfill the Minimum Eligibility Criteria as set out in the Clause of this NIQ for qualifying for further evaluation of its Bid in terms herein. The Technical Bids which do not meet the Minimum Eligibility Criteria shall be rejected.

In the first stage, the Technical Bid will be evaluated on the Basis of Bidder's experience i.e., Technical Capacity. Only those Bidders who possess the Minimum Eligibility Criteria shall qualify for further consideration. The Bidder who satisfies the Minimum Eligibility Criteria and whose Bid is found to be responsive as per Clause shall be shortlisted for opening of Financial Bid

2. Test of Responsiveness

Prior to evaluation of Technical Bids, the Authority will determine whether each Bid is responsive to the requirements of this NIQ.

The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

3. Clarification of Bids

To assist in the examination, evaluation and comparison of the Bids, the Authority may, at its discretion, ask any Bidders for authentication and the correctness of the information or details furnished by the Bidder in its Bid. Such request by the Authority and the response by the Bidders shall be in writing or email, but no change in the Bids or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction to the expert committee for evaluation of the Bids.

Each page of the Bid as well as enclosures/attachments to the same must be signed by the person submitting the tender on behalf of the firm.

4. Opening and Evaluation of Financial Bids

The Bid Evaluation Committee shall determine responsiveness of Financial Bid and shall open the Financial Bid of the Qualified Bidders.

A substantially responsive Financial Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affects in any substantial way the scope, quality or performance of the services; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Authority's right or the Bidder's obligations under the Agreement; or (iii) whose rectification would affect unfairly the competitive position of the Bidders presenting substantially responsive Financial Bids.

If the Financial Bid is not substantially responsive, it shall be rejected by the Authority and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

Finally, Technically Qualified bid will be taken up one by one and processed as explained above and highest financial bid for the unit will be declared as successful.

In case Second Ranked Bidder fails to match the Price Bids of the First Ranked Bidder the Bid Process will be annulled and authority will refund the Bid Securities for all Bidders and may go for fresh Bids.

Should there be a tie in between two Bids the Bidder whose experience in hospitality sector is higher will be considered as successful.

Financial Price Bids up to two decimal points will be considered and rounding off for more than two decimal figures will be done for the purpose.

Discrepancies in Bid: Discrepancy between description in words and figures, the description which corresponds to the words shall be taken as correct.

Any efforts by the Bidder to influence the Authority in the Bid evaluation, bid comparison or contract awarded decisions may result the rejection of such Bids.

SECTION-4

GENERAL TERMS AND CONDITIONS

1. Award of Contract:

The contract shall be finally awarded to the successful bidder after obtaining necessary approval of the competent authority. Letter of Award (LoA) will be sent to the successful bidders in duplicate. One copy of the LoA has to be countersigned and returned within 7 days from date of the LoA.

2. Signing of Concession/Service Agreement:

- (i) The successful bidder shall enter into contract and shall execute and sign the Service Agreement before commencement of the services within 30 days from the date of LoA.
- (ii) West Bengal Tourism Development Corporation Limited (WBTDC) shall prepare the draft Service Agreement on the basis of General Terms and other terms & conditions of this Tender Document.
- (iii) The successful bidder shall return the duly concurred copy of the draft Agreement in duplicate within two days of receipt of the draft Service Agreement from WBTDC, and the final Service Agreement is to be prepared in duplicate by successful bidder on the correct amount of stamp papers and the same is to be submitted to WBTDC after duly signed by the authorized signatory of the successful bidder.
- (iv) The competent authority of the WBTDC shall sign the Service Agreement and return a copy of the duly signed Service Agreement to the successful bidder.

3. Annulment of Award:

Failure of the successful bidder to comply with the requirement shall constitute sufficient ground for the annulment of the award and forfeiture of Bid Security in which event WBTDC may make the award to any other bidders who qualified in the technical evaluation and agrees to match the price of the successful bidder or annul the bid and call for new bids in terms of the NIQ.

4. Canvassing:

Any attempt to canvass for the work and/or any failure on part of the bidder to observe the prescribed procedure will prejudice the bidder's quotation.

5. General Terms of Contract

a) Sub-contract of Work:

The successful bidder shall not assign or sub-contract the work or any part of it to any person or entity in any manner.

b) Terms of Payment:

Payment will be made by the Selected Bidder on monthly/quarterly basis within 7 days from the starting of each month/quarter. For delay in payment interest at the rate of 0.5% per week will be charged.

c) Termination of Contract:

(i) WBTDCCL may, without prejudice to any other remedy for breach of contract including failure to perform as per timelines specified in this Tender Document, by written notice of default, sent to the successful bidder, terminate the contract, in whole or in part.

(ii) WBTDCCL may at any time terminate the Contract by giving written notice to the successful bidder without compensation if the successful bidder becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to WBTDCCL.

(iii) The contract requires highest standards of ethics. WBTDCCL may at any time terminate the Contract by giving written notice to the successful bidder without compensation if the successful bidder or any of his person is found engaged in corrupt or fraudulent practices. For this purpose, the definition of corrupt and fraudulent practices will follow the provisions of the relevant laws in force.

(iv) The Authority may terminate the Contract before expiry by serving a Notice of 60 days with a compensation to be assessed and determined by MD, WBTDCCL through a reasoned order.

(v) Essence of the Contract:

Timely delivery of services is the essence of the contract and delivery of services must be completed not later than the date specified in this Tender Document.

4. Force Majeure-Obligation of the Parties:

(i) Force Majeure shall mean any event beyond the control of WBTDCCL or the successful Bidder, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and shall include, without limitation, the following:

(a) War, hostilities, invasion, act of foreign enemy and civil war;

- (b) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (c) Strike, sabotage, epidemics, quarantine and plague; and
- (d) Earthquake, fire, flood or cyclone, or other natural disaster.

- (ii) As soon as reasonably practical but not more than 48 hours following the date of commencement of any event of Force Majeure, an affected party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail: the date of commencement of the event of Force Majeure; the nature and extent of the event of Force Majeure; the estimated Force Majeure Period; reasonable proof of the such incident and its anticipated effect upon the time for performance and the nature and extent to which performance may be affected; the measure which the affected party has taken or proposes to be taken to alleviate/mitigate the impact of the Force Majeure and to resume the performance, any other relevant information concerning the Force Majeure and/or the rights or obligations of the parties under contract.

5. Governing Laws and Settlement of Dispute:

- (i) Any claims, disputes and/or differences (including a dispute regarding the existence, validity or termination of this contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the authorized representatives of the concerned parties.
- (ii) If the disputes are not resolved by the discussions as aforesaid within a period of 14 days, then the matter will be referred to Principal Secretary, Tourism Department, Govt. of West Bengal for settlement. If the dispute is not resolved within 30 days the dispute shall be referred for adjudication to the arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be Kolkata and the decision of the arbitrator shall be final and binding on the parties.

6. Jurisdiction of Court:

This contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of High Courts at Kolkata.

7. Corrupt Practices:

WBTDCL requires applicants to observe the highest standard of ethics during the bid process. WBTDCL may, if it determines that an applicant has, directly or through an agent, affiliate or associate engaged in corrupt, fraudulent, coercive or restrictive practices in competing for bid with WBTDCL in terms of this NIQ, take any or all of the following actions:

- a)
 - (i) Reject the applicant's application.
 - (ii) Declare the applicant indefinitely or for a specific period of time, ineligible to participate in any bidding process of WBTDCL.
- b) Blacklisting:

In order to be eligible for the bid, the applicant shall not be barred or blacklisted from participating in any assignment or project pertaining to mining related work or shall not have any pending disputes with the WBTDCL and/ or any department of Govt. of WB, Central Government, Public Sector Undertakings, agencies, organizations in connection with any mining related work, which continues as on the date of submission of its application.

c) **Anti-Collusion:**

- (i) WBTDCL reserves the right at its discretion to report suspected collusive or anti-competitive conduct by applicants to the appropriate regulatory authority and to provide the authority with all relevant information in relation to the same.
- (ii) The applicant represents and warrants that the application has been prepared and submitted without any consultation, communication, contract, arrangement or understanding with any of its competitors.

8. Conflict of Interest:

WBTDCL considers a conflict of interest to be a situation in which a party has an interest that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws, and that such conflict of interest may contribute to or constitute a prohibited practice by WBTDCL which requires that applicants, bidders, suppliers, contractors, and operators under contracts with WBTDCL, observe the highest standard of ethics and will take appropriate actions if it determines that a conflict of interest has flawed the integrity of the Empanelment Process. Consequently, all applicants found to have a conflict of interest shall be disqualified. An applicant may be considered to have a conflict of interest with one or more parties in this Process if, including but not limited to:

- (a) They have promoters/controlling shareholders/ partners/designated partners/management in common.
- (b) They receive or have received any director indirect subsidy or financial grant or financial assistance from any of them.
- (c) They have the same legal representative for purposes of this Process.
- (d) They have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the application of another applicant, or influence the decisions of WBTDCL regarding this Process.

9. Period of Contract:

The period of the contract shall be 1 (one) year primarily. Contract may be renewed for another term at the sole discretion of the Authority.

10. Repair/Maintenance:

Routine day to day maintenance of the food stall shall be done by the Private Party. Any major repair/renovation shall have to be taken up after prior intimation and permission from the Authority.

11. Asset Hand over:

At the end of the contract period or early termination thereof, the Private Party shall handover all assets, both movable and non-movable, to the Authority or their representative peacefully. The Private Party shall only be allowed to take back movable assets at the Units brought in by them in course of operation.

12. Right of Entry:

The Private Party or persons working under them shall allow any representatives of the Authority to enter the food stall at all reasonable hours and examine the condition of assets, examine the books and communicate on other related issues.

13. Supervision &Control:

The food stall shall function under the control and with regular supervision of functionaries of WBTDCL.

14. Area of the Stall:

60.3 Sq. meter.

Sd/-

Managing Director

West Bengal Tourism Development Corporation Limited.