

**e-EOI-cum-Bid No. WBUD/BDA/CEO/e-EOI-02/2023-24**

**Notice Inviting e-EOI-cum-Bid**

Expression of Interest (EOI)-cum-Bid is hereby invited by Chief Executive Officer, Burdwan Development Authority from the eligible & interested bidders for **Operation, Maintainance and Running a Cafeteria at Mandela Park, beside G.T. Road near Curzon Gate, Purba Bardhaman**. Intending bidders can download the bidding document from the e-Tender Portal at Website (<http://wbtenders.gov.in>) and submit their EOI in the given format duly filled in and digitally signed with required enclosures and documents through the e-tender portal.

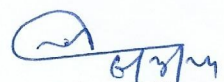
**LAST DATE FOR SUBMISSION OF EOI :- 08/04/2024.**

The intending bidders are advised to examine all instructions, forms, terms & conditions and specifications in the bidding document before submission of EOI -cum-Bid. They are also advised to visit the site of the said Cafeteria on any of the working days between 11:00 am to 05:00 pm after taking prior permission of the Authority to acquaint themselves with the nature and extent of work and space provided for the running of Cafeteria services in an effective and efficient manner before submitting their EOI-cum-BID. Failure to comply with all the eligibility criteria and terms and conditions set out in the notice inviting EOI-cum-Bid shall result in rejection of the bid.

The intending bidders must attend a Pre-Bid meeting on **13/03/2024 at 12:00 noon** at BDA Conference Hall, New Administrative Building, 5<sup>th</sup> floor.

The undersigned reserves the right to cancel the notice inviting EOI-cum-Bid and modify the terms and condition of the bid, if needed. The undersigned also reserves the right to accept or reject any or all the EOI-cum-Bids after assigning or without assigning any reasons therefor, depending on the prevailing circumstances.

The decision of the undersigned will be final and binding in case of any dispute/ issue concerning the EOI-cum-Bid.

  
**Chief Executive Officer,**  
**Burdwan Development Authority**  
**Purba Bardhaman**

**EXPRESSION OF INTEREST (EOI) –CUM-BID**

**FOR**

**OPERATION, MAINTAINANCE AND RUNNING A CAFETERIA AT MANDELA PARK, BESIDE G.T. ROAD  
NEAR CURZON GATE, PURBA BARDHAMAN**

**IMPORTANT DATES**

<b>Date &amp; time of uploading of EOI-cum-Bid document (Online)</b>	<b>06/03/2024 from 18:00 hours</b>
<b>Start Date &amp; Time for Downloading the Documents of EOI-cum-Bid</b>	<b>06/03/2024 from 18:30 hours</b>
<b>Start Date &amp; Time for Submission of EOI-cum-Bid (Online)</b>	<b>06/03/2024 from 18:30 hours</b>
<b>Date and Time of Pre-bid meeting (mandatory)</b>	<b>13/03/2024 at 12:00 Noon</b>
<b>Venue of Pre-bid meeting</b>	<b>BDA Conference Hall, New Administrative Building, 5<sup>th</sup> Floor</b>
<b>Closing Date and Time for submission of EOI document (Online)</b>	<b>08/04/2024 at 16:00 hours</b>
<b>Date &amp; Time of Opening of Technical Bids (Online)</b>	<b>12/04/2024 at 11:00 am.</b>
<b>Date &amp; Time of Opening of Financial Bids (Online)</b>	<b>Will be notified later.</b>



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**FOR**  
**OPERATION, MAINTAINANCE AND RUNNING A CAFETERIA AT MANDELA PARK, BESIDE G.T. ROAD**  
**NEAR CURZON GATE, PURBA BARDHAMAN**

**ELIGIBILITY CRITERIA**

- 1. Indian Citizenship :-** The intending bidder shall be an Indian Citizen and permanent resident of India.
- 2. Legally valid Entity :-** The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956/2013 or a Registered Organization/ Firm/Proprietorship concern/ Co-Operative. The Registration Certificate/ Trade License shall specifically mention the nature of business of the bidder i.e. Hospitality Management or similar occupation.
- 3. GST Registration :-** The bidder shall have valid GST Registration Certificate in his name.
- 4. Income Tax Return :-** The bidder shall have filed Income Tax Return for at least three assessment years (2021-22, 2022-23, 2023-24).
- 5. Profession Tax :-** The bidder shall possess profession tax challan/ payment certificate valid upto 2023-24
- 6. Audited Accounts :-** The bidder shall have the books of accounts of his firm/company duly audited by a registered chartered accountant at least for the last three financial years (2020-21, 2021-22, 2022-23).
- 7. Not involved in any legal suit/Criminal Case :-** There should be no legal suit, criminal case pending or contemplated against the Bidder on grounds of moral turpitude or for violations of any of the laws in force.
- 8. FSSAI License :-** The Bidder shall have valid FSSAI License in his/her name as on the last date for submission of technical bid.
- 9. Work Experience :-** The bidder should have a minimum 5 years of experience in Operating, maintaining and running a Cafeteria or similar nature of work in Hospitality Management (February 2019 to the last date of submission of bid).

The bidder must have at least one similar business in his/her name which validates their ability to deliver the services.



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NEAR CURZON GATE, PURBA BARDHAMAN**

### **TERMS & CONDITION**

- 1. Period of Contract :-** The Cafeteria shall be given on lease to the successful bidder initially for a period of 15 years from the date of signing of agreement to this effect. Based on Satisfactory performance, the lease contract may be extended.
- 2. Base Rent/ Minimum Bid Price :-** The minimum Bid price or Base Rent to be quoted by the bidders Rs. 71,152.00 per month excluding GST.
- 3. Time for Interior Decoration and allied works :-** The successful bidder will allowed 30 days time for interior decoration and allied works in the Cafeteria from the date of Award of Work.
- 4. Payment of Monthly Rent :-** The successful bidder shall have to pay the monthly rent for the Cafeteria in advance for the month within the 10<sup>th</sup> day of every month starting with the month after the month in which interior decoration and allied works of the Cafeteria are required to be completed by the successful bidder, irrespective of whether the said work has been completed or not.

If the successful bidder fails to the deposit the monthly rent in advance as stipulated above, penalty will be levied for delayed payment as per following rate.

<b>Duration</b>	<b>Penalty</b>
Within 1 <sup>st</sup> Fifteen days from last due date	5% of Rent
16 Days to 30 Days from the last due Date	10% of Rent
31 Days to 90 Days from the last due Date	20% of Rent
Above 90 Days from the last due Date	Contract may be terminated at the discretion of Burdwan Development Authority.

The monthly rent will be enhanced after every 3 years @15% or as per Govt. Rules notified from time to time whichever is higher.

- 5. Payment of GST :-** GST on the monthly lease rent as per applicable rate shall be borne and deposited by the successful bidder himself.
- 6. Payment of Electricity Bill, Miscellaneous fees, charges, rates and taxes etc.:-** All the fees, charges, rates and taxes etc. including Electricity bills levied by Govt./ PSU/ Local Bodies etc. in connection with the operation and maintenance of the Cafeteria including charges incidental thereto shall be borne by the successful bidder.
- 7. EMD Amount :-** Rs. 71,152.00 to be deposited in the form of DD in favour of the Chief Executive Officer, Burdwan Development Authority, Purba Bardhaman payable at Burdwan from any nationalized Bank. The original Demand Draft also should be physically submitted to the office of the Burdwan Development Authority, New Administrative Building, 5<sup>th</sup> Floor, Kachari Road, Purba Bardhaman on or before the



hour fixed for opening of technical bids without fail. Earnest Money of the unsuccessful bidders will be refunded within 30 days from the date of opening of financial bid.

Earnest Money of the successful bidder will be converted as a S.D. Money after execution of Lease Agreement.

8. **Good Conduct :-** The bidder should have proven integrity and moral conduct. The bidder should not have been blacklisted or debarred by any organization in India or abroad for any reason. (The bidder has to submit an undertaking for the same at the time of submitting of EOI).
9. **SECURITY DEPOSIT :** The Successful bidder should deposit a sum of Rs. 5.00 (five) Lakhs in advance in the Bank Account of BDA at the time of LOA (Letter of Acceptance) as Security deposit and the same will be returned without interest after the leased out period is over and after key (s) of the lease building is handed over by the occupant by vacating the Cafeteria. Refund will be subject to full settlement of dues payable to Chief Executive Officer, Burdwan Development Authority, Purba Bardhaman and adjustment against damages, if any, or any other amount payable.

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**OTHER TERMS & CONDITION**

1. Bidders/ Vendors/Agency can download the document pertaining to EOI-cum-Bid from the website at (<http://wbenders.gov.in>). Bidders/Vendors/Agency are required to submit the EOI-cum-Bid along with all relevant documents through online by digital signature.
2. For further details regarding Amendment/ Addendum/Corrigendum please visit website : (<http://wbenders.gov.in>).
3. The Bids will be opened by the tender committee, Burdwan Development Authority at the time and date as specified in the EOI-cum-Bid document. All statements, documents, certificates, etc. submitted by the bidders will be verified for technical evaluation and the result of technical evaluation will be displayed in the website (<http://wbenders.gov.in>). which can be seen by all the bidders who participated in the EOI.
4. At any time prior to the date of submission of EOI-cum-Bid, Chief Executive Officer, Burdwan Development Authority, may modify the bidding/ EOI-cum-Bid documents by an amendment for any reason. All prospective bidders/ Vendors/ Agencies who have downloaded the EOI-cum-Bid document will be notified of the amendment through online/ in writing and the amendment shall be binding on them. In order to provide reasonable time to take the amendment into account in preparing the bid, Chief Executive Officer, Burdwan Development Authority, Purba Bardhaman may at his discretion, extend the date and time for submission of EOI-cum-Bid.
5. Agencies are required to sign on all documents and submit the same in PDF along with the bid through online.
6. The EOI-cum-Bid shall be valid for a period of 180 days from the date of opening of Technical Bid.
7. Burdwan Development Authority shall have the right to reject any EOI-cum-Bid without assigning any reason therefor. No correspondence will be entertained in this regard.
8. Please note that, this EOI-cum-Bid does not bind the Burdwan Development Authority for award of Work Order.
9. Burdwan Development Authority reserves all rights to make any changes in terms and conditions of the EOI-cum-Bid and also to reject any or all EOI-cum-Bid received without assigning any reason thereof.
10. Settlement of disputes - Chief Executive Officer, Burdwan Development Authority, Purba Bardhaman or his authorized representative shall be the final authority in all disputes and decision will be binding on all concerned.
11. Burdwan Development Authority reserves the right to terminate the contract by giving 3(three) months' notice without assigning any reasons therefor. If the successful bidder desires to terminate the contract, he will have to serve a 3 (three) months' notice in advance to the Chief Executive Officer, Burdwan Development Authority. Termination of contract is subject to justification of ground after giving opportunity of being heard.
12. For any queries please contact the office No. on 0342-2561668 or by email [bdabdn2002@gmail.com](mailto:bdabdn2002@gmail.com) on any working day from 10:30 am till 05:00 pm.



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**DOCUMENTS TO BE SUBMITTED FOR TECHNICAL BID**

1. Self-attested photocopy of any of the following 2(two) documents as a proof of Indian citizenship & permanent residence identity namely:-
  - (i) Passport
  - (ii) Ration Card
  - (iii) Voter Identity Card
  - (iv) Aadhaar Card
- 2). Self-attested photocopy of Ownership Document of the existing Firm/Establishment/Company.
- 3) Self-attested photocopy of the documents in support that the bidder has a minimum of 5 years of experience in Operating, maintaining and running a Cafeteria or similar nature of work in Hospitality Management (February 2019 to the last date of submission of bid).
- 4) Self-attested photocopy of the documents in support that the bidder has at least one similar business in his name which validates his ability to deliver the services.
- 5) One self-attested Passport size photograph (s) of the individual/ group of individuals as the case may be should be pasted on the EOI document.
- 6) A Self-declaration to the effect that the firm/individual is not blacklisted by any Govt. Organization and that no criminal case or any economic offence is pending under any Court of Law/ Registered with Police (**ANNEXURE-I**).
- 7) Self-attested photocopy of valid FSSAI License.
- 8) Self-attested photocopy of valid GST Registration Certificate.
- 9) Self-attested photocopy of Bank Account Details of the firm/individual/ Company.
- 10) Self-attested photocopy of Trade License valid upto the last date of submission of Bid.
- 11) Self-attested photocopy of PAN Card issued by Income Tax Department.
- 12) Self-attested photocopy of P. Tax Challan/ Payment Certificate valid upto FY 2023-2024 .
- 13) Audited books of accounts including balance sheet of the firm/company duly audited by a registered chartered accountant for the last three financial years (2020-21, 2021-22, 2022-23).
- 14) Self-attested photocopy of the Income Tax Return certificate for the last three assessment years (2021-22, 2022-23, 2023-24).
- 15) The prospective bidders are to submit the Technical Bid and Financial Bid duly digitally signed in the website (<http://wbtenders.gov.in>).



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### **INDICATIVE SCOPE OF WORK**

Based on the following indicative scope of work for operation, maintenance and running the Cafeteria at Mandela Park, beside G.T. Road near Curzon Gate, Purba Bardhaman, bidders/ agencies/ vendors will be required to give an informal presentation before a committee at the time of pre-bid meeting.

#### **Preliminary Work**

1. To provide good quality services to all customers/ consumers in prompt and efficient manner.
2. To undertake catering & Supply of Tea/ Snacks/Fruit Juice/ Shakes etc. on order basis for various programmes/events of the Burdwan Development Authority as and when required.
3. To ensure cleanliness of the Cafeteria and its premises.
4. No consumable materials will be supplied to the agency for any Interior/ Internal & External Decoration work from the office of the undersigned. Agency will be responsible for procuring all materials required for proper execution of work at his own cost.

#### **Mandatory Requirements:**

1. To provide a Manager for proper operation and maintenance of the Cafeteria.
2. To ensure that banned single use plastic items are not used in the Cafeteria.
3. To maintain the Cafeteria premises, Washing & Cleaning would be done by agency at his own cost.
4. To ensure proper maintenance of the Cafeteria and all infrastructure, furniture, fixtures etc.
5. Fire extinguisher should be installed by successful bidder in the kitchen area, dining hall and lounge area of the Cafeteria for fire safety & proper license in this regard should be obtained from the competent Authority.

#### **SCOPE of WORK :**

- Area of the Property** : 3744.85 Sq. ft. (approx.) ready built-up space for Cafeteria at Mandela Park, beside G.T. Road near Curzon Gate, Purba Bardhaman.
- Entrance of the property** : South side of Mandela Park, beside G.t. Road near Curzon Gate, Purba Bardhaman.
- Pre Bid meeting (Mandatory)** : At the time of Pre Bid meeting the interested Bidders should carry their proposed project plan for operation and running of the Cafeteria along with required documents for participating in the EOI-cum-Bid, with slide show presentation to be given at BDA Conference Hall.

The lease should abide by the rules and guidelines issued by the Govt. from time to time in this regard.



## **TECHNICAL BID :**

### **DOCUMENTS TO BE SUBMITTED:**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Information</b>
1.	Name of the Company/Firm/Agency	
2.	Address of the Company/ Firm/Agency	
	(a) Postal (along with local office).	
	(b) Telephone	
	(c) E-mail	
	(d) Website address, if any.	
3.	Type of the organization (Company/ Firm/ Sole Proprietor/ Pvt. Limited)	
4.	Name, designation and telephone/ mobile number of authorized person to be contacted.	
5.	(a) Year of establishment of the Company/ Firm having relevant nature.	
	(b) Experience in providing Hospitality Services or similar work <b>(Supporting documents required).</b>	
	(c) Years of Experience in operation of Cafeteria/ Hospitality services: <b>(supporting documents required)</b>	
6.	(a) PAN No.	
	(b) GST Regd. No.	
	(c) Trade License	
	(d) FSSAI Certificate	
	(e) P-Tax Challan (2023-2024)	
	(f) ITR with Balance Sheet (2022-2023)	
	(g) Bank Account Details.	
	Note :- Self-attested copy in respect of (a) to (g) to be attached.	
7.	Has the Company/ Firm ever been blacklisted? Yes/ No (If no undertaking in this regard to be attached)	
8.	EMD Details.	

Authorized Signatory  
Full Name & Designation with Company/ Firms seal

**ANNEXURE-I**

**PROFORMA FOR SELF-DECLARATION**

I, .....  
S/o. Shri/ Smt. ....  
R/o.....Police Station.....  
District ..... State .....  
Director/ Contractor/Partner/Sole Proprietor (Strike out the word which is not applicable) of  
(firm/Contractor/Company) .....  
Do hereby declare and solemnly affirm that:

- (i) I am/my firm/company is not blacklisted by Union or any State Govt. / Organization.
- (ii) No individual/ firm/companies blacklisted by the union or State Government or any partner or shareholder thereof, have any connection directly or indirectly with or has any subsisting interest in the business of my firm.
- (iii) I or my partners am/ are not involved/ convicted in any criminal case/economic offence and no criminal case/ economic offence is pending against me or my partner in any court of Law/ Registered with Police.
- (iv) No individual who is dismissed/ terminated from any Govt. body is employed in my Cafeteria / firm company.
- (v) I/we/am/are bound to use this property for Commercial purpose only.

Dated : .....

Deponent .....

*Srin*



## ANNEXURE-II

### UNDERTAKING

**(To be provided by Tenderer on a Rs. 100/- Non-Judicial Stamp paper)**

I/ We ..... [Sole Proprietor/ Director/ Partner(s)],  
of The .....

Authorized signatory (ies) of my/ our firms M/s .....

Having its registered office/ principal office at .....

Do here by solemnly affirm and declare as under :

1. I/We undertake to abide by all rules and regulations of the State/ Central Government/ Local Administration under the minimum Wages Act, 1948 and any other relevant Act as may be in force from time to time. I/ We undertake to indemnify Chief Executive Officer, Burdwan Development Authority, Purba Bardhaman against any loss or damage which we may suffer as a consequence of our not complying with the laws referred to above. Also, I/we undertake to pay the person(s) employed, wages in accordance with all existing and applicable laws. I/ We further undertake to indemnify Chief Executive Officer, Burdwan Development Authority, Purba Bardhaman against any loss or damage which it may suffer as a result of the negligence on the part of the bidder or any of his employees in the course of performance under this contract.
2. I/we also undertake to execute the agreement as presented by the Chief Executive Officer, Burdwan Development Authority, Purba Bardhaman and abide by the terms and conditions of the agreement which have been perused and understood by me/us. I/ We have gone through the terms and conditions of the contract and agree and undertake to abide by the same during the entire terms of contract.
3. I/We undertake to abide by the, Laws of the Local Bodies, FSSAI guidelines relevant rules and regulations, code of conduct for my/ our employees that may be laid down from time to time.
4. I/We undertake to pay other incidental charges if any on actual basis towards the actual consumption on receipt of bills from Burdwan Development Authority on monthly basis.
5. I/We undertake to pay the approved rent of the premises in advance by 10<sup>th</sup> of every month for the usage of as mentioned in the Agreement for Chief Executive Officer, Burdwan Development Authority, Purba Bardhaman.
6. I/ We undertake to always keep the Cafeteria premises clean and in good sanitary condition at my/ our cost to the satisfaction of the Burdwan Development Authority.
7. I/We agree that I/ We shall not exhibit any printed or written notices or advertisement of any kind whatsoever without the prior approval of the Burdwan Development Authority.
8. I/We undertake that I/we shall not sublet or use the premises other than the purpose of the agreement and shall not make or permit to make structural additions and alternations to the same without the prior sanctions of the Burdwan Development Authority.
9. In case of any losses, damages to any asset/goods/installations of the Cafeteria



within or outside the Cafeteria, at Mandela Park premises i/ We undertake to make good or replace with the items of the same quality at my/our cost.

10. I/We undertake that the Cafeteria at Mandela Park premises shall not be used for residential purpose by us or any of our employees during the entire term of the contract and no Cafeteria belongings shall be misused by our staff/ employees.
11. I/We shall employ adequate number of staff in order to maintain efficiency and desired standards by the Burdwan Development Authority.
12. On the expiry or termination or on failure of the contract, I/We undertake that all our employees direct or indirect shall vacate the Cafeteria premises Mandela Park and clear all the dues, if any, outstanding.
13. The Burdwan Development Authority shall be represented by a Cafeteria Committee/ Authorized Officer duly authorized by the Chief Executive Officer, Burdwan Development Authority, Purba Bardhaman for supervision/ control of all activities related to Cafeteria matters and the agency shall be bound to abide by the Instructions/ Orders/ Decisions and directions of such Committee/ Authorized Officers.
14. The successful bidder will be allowed 30 days time for interior decoration and allied works in the Cafeteria from the date of Award of Work.
15. All the fees, charges, rates and taxes etc. including Electricity bills levied by Govt./PSU/ Local Bodies etc. in connection with the operation and maintenance of the Cafeteria including charges incidental thereto shall be borne by the successful bidder.
16. I/We shall take fire safety measure as per prevailing law.
17. I/We shall execute any extension or modification of any electricity connection or equipment's only by authorized agency like PWD Electrical after taking prior permission.

- A Authorized Signatory of the Participant :  
B Name of the Firm (Company/ Participant etc.) :  
C Seal of the Bidder :



## OTHER CONDITIONS AND CLAUSES

1. In case of tie, further sealed bids will be taken from the bidders, whose rates are tied, to decide to whom the work of the Cafeteria will be allotted. The decision of the Competent Authority of the Burdwan Development Authority for the AOC (Award of Contract) will be final and binding on the bidder.
2. Bidder in his own interest & cost should inspect the proposed premises/ place before submitting EOI.
3. The successful bidder shall have necessary license as required by Govt. authorities/ for running the proposed Cafeteria. The Bidder shall submit the filled out Annexures provided in this EOI.
4. Successful bidder shall complete all formalities, within 30 days' time including remittance of security deposit and execution of Lease Deed prescribed by the Authority and shall start his business within 30 days from the date of AOC.
5. The Cafeteria premises allotted shall be utilized for running the specified business/trade only and shall not be used for any other purpose/ business without the written consent of the Authority. The Lease granted shall not be Sub-Leased either fully or in part to any third parties.
6. Cafeteria shall have to be run effectively and shall not be closed without intimating the Burdwan Development Authority. The Cafeteria shall not be kept open beyond the specified timings.
7. The hire charges/tariff for use of Cafeteria fixed & enhanced by the successful bidder shall have to be communicated to the Chief Executive Officer, Burdwan Development Authority for approval.
8. Compliance with the various statutory requirements, norms and rules and regulations prescribed will be the responsibility of the agency including the financial implications thereof. The successful bidder, before the commencement of business, shall timely obtain all the Licenses/ permissions/ Clearances etc. that may be required to be obtained by the Agency from any authority/ authorities at their own cost for the operation of the Cafeteria. The successful bidder shall solely be responsible to ensure and keep such Licenses/ permissions/ Clearances etc. valid throughout the leased period.
9. The successful bidder or his employees shall maintain harmony in the Cafeteria complex Zone and shall not indulge in any illegal activities in the Cafeteria, At Mandela Park premises. In case of any such event/ activities detrimental to the Burdwan Development Authority the Authority shall have the right to terminate the agreement immediately.
10. All taxes and Government levies as applicable from time to time, if any, will have to be paid over and above the amount accrued from lease by the successful bidder.
11. Agreement in non-Judicial Stamp Paper of Rs. 100/- will be signed by and between the Burdwan Development Authority and the successful bidder, within 10 days (maximum) from the issuance of LOA, failing which LOA may be withdrawn and his EOI-cum-Bid may be rejected.
12. The agency shall not employ any child labour (s) in Contravention of the LABOUR EMPLOYMENT ACT, 1970. THE AGENCY WILL BE FULLY RESPONSIBLE FOR IMPLEMENTATION OF LAWS RELATING TO LABOUR, CAFETERIA & ESTABLISHMENT, MINIMUM WAGES, ESI, P.F. & WORKMEN COMPENSATION ETC. The agency shall be responsible for the payment of wages and allowances to his staff



as per Minimum Wages Act of Labour Laws, enforce all statutory dues to the persons employed by him (if applicable).

13. Agency shall facilitate with a swipe payment machine and shall also provide the UPI based payment system. The Agency shall further display its VPA (virtual payment address) or QR-Code on the display board to enable the consumers make the payments via UPI App (BHIM or equivalent) apart from cash payment. If a common digital payment system is adopted in the Burdwan Development Authority Committee, such payment system has to be integrated therein.
14. The Burdwan Development Authority reserves the right to ACCEPT/REJECT any or all of the EOI-cum-Bid without assigning any reasons therefor.
15. If any complaint is received on substandard quality of service, competent Authority (Quality Control Committee) or any other officer authorized by the Burdwan Development Authority may take necessary action. Complaint/ Suggestion Register has to be kept and should be made available to all the customers.
16. Employees should not use the premises as residence. Use of space beyond approved timings should be only for special purposes like receiving of goods, disinfestations, inventory, etc.
17. Proper receipt/ bill of each transaction should be provided to the concerned user. Whenever the Burdwan Development Authority demands for the monthly booking details, the agency should produce the detail.
18. The waste generated from Cafeteria must be segregated and disposed of at the waste collection bins by the agency before closing of each business day and cleared at frequent intervals during the day. The agency shall not dump any empty packing, baskets or any material, specifically, plastic articles on the roof or in the open space outside the premises not allotted to him/ her and shall be responsible to maintain all reasonable standard of cleanliness and hygiene in the Cafeteria & the surrounding area and disposal of garbage. In default, a fine up to Rs. 1000/- per case can be imposed on the agency by Burdwan Development Authority.
19. The agency shall be responsible for the repair of Cafeteria. Any alteration & modification if required, during the Leased out period has to be done after obtaining prior written permission from the Burdwan Development Authority.
20. Use of single use plastic product under 120 microns inside the campus is strictly prohibited. Woven cloth carry bags can be provided as an alternative.

#### **VACATION/TERMINATION NOTICE**

21. On cancellation of leased out period, the Cafeteria shall be vacated by the agency immediately by seven days from the date of issuance of notice in writing by the Burdwan Development Authority. The Burdwan Development Authority shall take immediate possession of the Cafeteria and make alternative arrangements to run the same immediately. If any material or fitting belonging to him/ her are not removed by him immediately as directed by the Burdwan Development Authority, these will become the property of the Burdwan Development Authority.
22. The Burdwan Development Authority will be at liberty to terminate the lease of the allotted premises and also forfeit security amount /lease rent paid in advance by giving '10 days' notice to the successful bidder for any breach of the Terms & Conditions of the EOI Document/ Agreement. Besides, the same may be done on the following grounds :-
23. Sale or storage of banned substances/ alcoholic material/ items, narcotics and psychotropic substances within the Campus.



24. Indulgence in any illegal activity/occupation/ illegal groupies or gathering/ allowing anti-social elements to use the allotted premises for any other purpose, other than the purpose for which premises have been allotted.
25. No child labour/ Minor should be employed by the agency in any case. The agency shall not appoint any employee without proper police identification/ verification and shall supply full details of the persons employed by him/ her to the Security office as and when required.
26. The agency shall strictly observe and follow all the orders and instruction issued by the Burdwan Development Authority from time to time. In case of non-compliance of orders and breach of any of the terms and conditions of lease Agreement, allotment can be cancelled by the Burdwan Development Authority without assigning any reason and security amount will stand forfeited.

#### **SETTLEMENT OF DISPUTE**

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

#### **VACATION OF THE PREMISES AFTER EXPIRY/ REVOCATION OF AGREEMENT**

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