

HOWRAH MUNICIPAL CORPORATION
(4, M.G. ROAD HOWRAH-1)

Online E.O.I. invited for the Leave and License Contract of Cold Storage at BITAN (Flower Market) at 28, Nityadhan Mukherjee Road Howrah-711101, Ward No-29 of HMC.

Administrative Building
HOWRAH MUNICIPAL CORPORATION
(4,M.G.ROAD HOWRAH-1)
Pin- 711101
Ph-033 2638 3211/12/13
[Website: www.hmc.org.in](http://www.hmc.org.in)

Office of the
Executive Engineer (Market)
HOWRAH MUNICIPAL CORPORATION
(4, M.G. ROAD HOWRAH-1)

EOI No. WB-HMC/TN/ED/04/MARKET/23-24

Dated: 01.12.2023

Notice Inviting Expression of Interest

Online E.O.I. invited for the Leave and License Contract of Cold Storage at BITAN (Flower Market) 28, Nityadhan Mukherjee Road Howrah-711101, Ward No-29 of HMC.

Office of issue : Executive Engineer (Market), HMC.

EOI Document : Details are given below

Online EOI is invited by the Executive Engineer (Market), Howrah Municipal Corporation, invites for the Leave and License of Cold Storage at BITAN at 28, Nityadhan Mukherjee Road Howrah-711101, Ward No-29 of HMC., as described in the Schedule below, from the intending persons/ organizations for specific purposes as stated there in. Any change in establishment use pattern other than those so specified will not be allowed.

Salient Features are as under:

1.	Location of Project	:	BITAN (Flower Market) at 28, Nityadhan Mukherjee Road Howrah-711101, Ward No-29 of HMC.
2.	Facilities	:	Keeping Flowers & Fruits in Cold Chamber
3.	Amount of Earnest Money	:	2% of Base Value Rs. 23,52,954/-
4.	Amount of Security Money	:	10% of quoted bid price.
5.	Minimum Eligibility Criteria		Any intending persons/ organizations may participate to this EOI. The applicant is required to prove his/ its identity. In case of companies, trusts, Societies, relevant documents of incorporation/ registration are required to be submitted.

Schedule of Dates:

Sl.No.	Activity	Date&Time
1	Date of Issue of EOI	: <u>01.12.2023</u>
2	Documentdownload& Bid submissionstartdate	: 01.12.2023 at 6.00 P.M.
3	Documentdownloadenddate&time	: 19.12.2023 upto 6.00 P.M.
4	Lastdateofonlinesubmissionof TechnicalBid and FinancialBid .	: 19.12.2023 upto 6.00 P.M.
5	Opening of Technical Bid at the office of theExecutiveEngineer,HMC	: 22.12.2023 at 12.00 P.M.
6	Opening of Financial Bid at the office of theExecutiveEngineer,HMC	: <u>Will be informed later.</u>
7	Validityofbid	: 120 days w.e.f the date of opening of EOI.
8	E-Tender/EOIregistrationandbidding	: <u>ONLINEBIDS:</u> The bidders interested to submit the bid Online shall get registered and get a digital signature as per the procedure described below: <ul style="list-style-type: none">• Agencies/Bidders who are interested in participating HMC' se-tenders/EOI are requested to contact the representatives of NIC for registration, computer setting and clarification one-tendering.• Online EOI can be submitted by logging in www.wbtenders.gov.in or through the official website of HMC i.e. www.hmc.org.in <u>ONLINE BID SUBMISSION:</u> The Bidders are required to submit the Technical and Financial Bid documents ONLINE i.e. uploading of the documents complete in all respect.
9	ImportantInstructions	: <ul style="list-style-type: none">• Names of the technically qualified bidders as per the bid criteria after verification with original & evaluation will be displayed in thee-portal, this office notice board and official website.• The financial bid documents of the technically qualified bidders will only be opened.• List of Financial comparison chart ofbidders willbe published on the next day after opening.EE HMC reserves the right to reject or cancel any or all pre-qualification documents and bid document without assigning any reason's what so ever• The intending bidders are requested to inspect the site before quoting their rates.

Who can apply:

Any individual or company or private entity can apply for the EOI. But the applicant is required to prove his/ its identity. In case of companies, trusts, Societies, relevant documents of incorporation/ registration are required to be submitted.

Period of License:

The license period of the said Flower Market will initially be for a period of 01(One) year which may be renewed for another 2(two) years subject to satisfactory performance of the licensee along with regular payment of license fees in advance and also due approval of the HMC.

Selection Procedure:

HMC shall take up the technical evaluation on the above- mentioned parameters in the respective eligibility criteria.

Evaluation of Bids:

The Bids would be opened in the manner as stated below:

- Bids would be opened in following manner: -
 - i) Technical Bid.
 - ii) Financial Bid.
- Technical Bid shall be opened first.
- The Financial Bid will be opened for those Bidders who are technically qualified.

The highest bid of the EOI shall only be considered. All other bids/offers for the above EOI shall be declared as unsuccessful and the earnest money would be refunded accordingly.

Information of the Bidders (ITB):

1. Request for EOI

Request for EOI paper is to be placed online only through the Website www.wbtenders.gov.in

2. Submission of EOI

The EOI will be submitted in two bid system i.e. Technical bid & Financial bid.

3. Online Bid submission procedure:

- i) **Registration of Contractor:** Agencies/Bidders who are interested in participating HMC's EOI will have to be enrolled & registered with the Government e-Procurement system, through logging on to <https://www.wbtenders.gov.in> They are requested to contact to the toll free Help-line No. 1800 3070 2232 of National Informatics Centre for registration, computer setting and other clarification one-tendering.
- ii) **Digital Signature certificate (DSC):** Each contractor is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) having Signing and Encryption certificate for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount.
- iii) The contractor can search & download EOI Documents electronically from computer once he logs on to the website www.wbtenders.gov.in using the Digital Signature Certificate. This is the only mode of collection of EOI Documents.

- iv) **Submission of EOI:** General process of submission, EOI are to be submitted through online to the stipulated website in two folders at a time, one in Technical Bid & the others Financial Bid before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded duly digitally signed. The documents will get encrypted (transformed into non readable formats).

3.1 TECHNICAL BID

Technical Proposal:

The Technical proposal should contain scanned copies of the following in two covers (folders).

(a). Technical Cover Containing the following documents

- i) EOI (download properly and upload the same Digitally Signed)
- ii) Bidders file (Annexure)

(b). My Document [OID Cover] Containing:

All mandatory documents.

3.1.1 Receiving documents:

Relevant EOI documents must be uploaded online for participating in this EOI. If the mandatory documents are not submitted online within the stipulated date & time, rejected and the bid offer shall not be opened. The Details of Mandatory Documents are given below:

Mandatory Documents:

- i) Name and address, registration in detail of Concern / Agency/Individual with name of proprietor or partner etc.
- ii) Trade License.
- iii) PAN Card.
- iv) GST Registration.
- v) Aadhaar Card.
- vi) Last 3 (Three) years I.T. Return (20-21, 21-22, 22-23).

Note: The EOI will be summarily rejected if any of these documents are not submitted online. Original documents shall have to be shown if required by the authority.

3.1.2 Earnest Money Deposit (EMD):

Intending bidders desiring to make payment of earnest money (EMD) on-line, should before hand read the instructions carefully, particularly in the challenge noted by the system of e-tender/e-procurement, if opted for EMD payment through RTGS/ NEFT.

A) Login by bidder:

- a) A bidder desirous of taking part in a e-tender invited by a State Government shall login to the e-Procurement portal of the Government of West Bengal using his/her login ID and password using valid DSC.
- b) He/she will select the e-tender to bid and initiate payment of pre-defined EMD for that e-tender by selecting from either of the following payment modes:
 - i) Net-Banking (any of the banks listed in the ICICI Bank Payment Gateway) in case of payment through ICICI Bank Payment Gateway;
 - ii) Off-line payment through bank accounts in any Bank approved by RBI in India by generating NEFT/RTGS challan from the e-tendering portal.

B) EMD payment procedure:

- a) **Payment by Net Banking (any listed bank) through ICICI Bank Payment Gateway:**

- i) On selection of net banking as the payment mode, the bidder will be directed to ICICI BankPaymentGatewaywebpage(alongwitha string containing a Unique ID) where he/she will select the Bank through which he/she wants to do the EMD on-line transaction.
- ii) Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.
- iii) Bidder will receive a confirmation message regarding success/ failure of the transaction.
- iv) If the transaction is successful, the amount paid by the bidder will get credited in the respective Pooling account of the State Government maintained with the Focal PointBranch of ICICI Bank for collection of EMD against unique codes for identification of the tendering authority.
- v) If the transaction is failure, the bidder will again try for payment by going back to the firststep.

b) Payment through RTGS/ NEFT:

- i) On selection of RTGS/ NEFT as the payment mode, thee-procurement portal will show a pre-filled challan having the details to process RTGS/ NEFT transaction.
- ii) The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his/her own Bank account.
- iii) Once payment is made, the bank would provide an“ **UTR remittance number**” for successful transaction with which the bidder will come back to the e-Procurement portal after expiry of 2 to 3 bank working days to enable the NEFT/ RTGS process to complete, in order to verify the payment made and continue with his/her bidding process.
- iv) If verification is successful, the funds get credited to the respective Pooling account of the State Government maintained with the Focal Point Branch of ICICI Bank for collection of EMD.
- v) Hereafter, the bidder will go to e-Procurement portal for finale-submission of his/ her bid with in pre-assigned last date of submission of e-tender.
- vi) If the payment verification is unsuccessful, the amount will be returned automatically by the system of the bidder’s account.

Note: EMD payment made through RTGS/NEFT would require additional 2to3 bank working days after date of transaction in the bank before the procedure is completed for enabling the bidder to continue with the bidding process in the on-line e-tender final bid submission.

Thus, the bidder is to take precaution in case of RTGS/NEFT transfers so that theentire process of submission of e-tender is completed within last date of on-linesubmission of his/her tender. However, Net-banking transaction through ICICIBankpayment Gateway would be on real timebasis.

C) Refund/SettlementProcessforEMD:

- i) After opening of his/ her bids and technical evaluation of the same by the Tender Inviting Authority through electronic processing in the e-Procurement portal of the State Government, the tender inviting authority will declare the status of the bid as successful or unsuccessful which will be made available along with the details of the unsuccessful bidders to ICICI Bank by thee-Procurement portal through web services.
- ii) On receipt of the information from thee- Procurement portal ,the Bank will refund through an automated process the EMD of the bidders disqualified at the technical evaluation to the respective bidders’ bank accounts from which they made the on-line EMD transaction. Such refund will take place within T+2 Bank working days where Twill mean the date on which information on rejection of bid is uploaded to thee-Procurement portal by the Tender Inviting Authority.

- iii) Once the financial bid evaluation is electronically processed in the Procurement portal, EMD of the technically qualified bidders of the H1 and H2 bidders will be refunded, through an automated process, to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank working days where T will mean the date on which information on rejection of financial bid is uploaded to the Procurement portal by the tender inviting authority. However, the H2 bidder should not be rejected till the LOI process is successful.
- iv) If the H1 bidder accepts the LOI and the same is processed electronically in the Procurement portal, EMD of the H2 bidder will be refunded through an automated process, to his/ her bank account from which he/ she had made the payment transaction. Such refund will take place within T+2 Bank working days where T will mean the date on which information on Award of Contract (AOC) to the H1 bidder is uploaded to the Procurement portal by the Tender Inviting Authority.
- v) As soon as the H1 bidder is awarded the contract (AOC), the same is processed electronically in the e-Procurement portal for transfer credit to Government Receipt under Public Accounts through GRIPS where under the security deposit to be collected would also be deposited in connection with the work.
- vi) All refunds will be made mandatorily to the Bank account from which the payment of EMD and Tender Fees (if any) were initiated.
- vii) If the e-tender is cancelled, then the EMD would be reverted to the original bidders account automatically after such cancellation order is affected online by the Tender Inviting Authority.

Payments Terms:

- 1) The Yearly License fees shall have to be deposited with HMC within 07 days from the date of notification of the successful Bidder as stated. In the event of any change in aforesaid date, the same will be notified to the Successful Bidder(s) by e-mail.
- 2) The selected licensee shall have to make payment every year's license fees to the Authority in advance. The fees shall be payable to the Executive Engineer (Market), Howrah Municipal Corporation, or to such officer as the Authority may in that behalf appoint.
- 3) All future taxes/ duties/ levies, etc. and expenses, if any as applicable shall be entirely paid by the Successful Bidder(s).

Default in Payment by the Successful Bidder:

In case the License fees is not paid as specified above by the Successful Bidder, he shall not be Allowed to take part in any of the bids which may be held by HMC in future.

For the sake of clarity, it is notified that there shall not be any extension of the last date fixed for payment as specified above. However, in case of last day, being holiday it will be extended automatically to next working day.

Force Majeure:

HMC shall not be liable for any failure or delay in performance due to any cause beyond their control including fires, floods, strikes, go-slow, lock-out, closure, dispute with staff, dislocation of normal working conditions, War, riots, epidemics, political upheavals, Governments actions, civil commotion, breakdown of machinery, shortage of labour acts, demand or otherwise or any other cause or conditions beyond the control of aforesaid causes or not and the existence of such cause or consequence may operate at the sole discretion of HMC to extend the time of performance on the part of HMC by such period as may be necessary to enable HMC to effect performance after

The cause of delays will have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

Eligibility of Bidder & General Terms and Conditions:

- The license of said Cold Storage should be used only for the purpose of using keeping & maintaining Flowers & Fruits
- The Bidder shall have to quote clearly the amount he likes to pay per year for the license in Financial Bid (BOQ).
- The licensee will keep the premises and its surrounds in neat, clean, sanitary and good condition and also free from all kinds of nuisance at his own expenses.
- The licensee shall not allow alterations or additions to the building concerned.
- The license is purely temporary and will not create any right or permanent right.
- The licensee shall have to bear, pay and discharge all existing and future rates, taxes, assessments duties impositions and out goings what so ever if any pay able or assessed in respect of Licensed of the said premises.
- The licensee shall not have the right to assign, transfer charges or sublet the premises in respect of which this leave and license is granted.
- The successful bidder whose offer may be accepted will have to execute an agreement embodying the terms and conditions of the license in the form approved by the Authority within 15(Fifteen) days from the date of intimation of the selection.
- The date of commencement of this license will be the date of this agreement and this license will initially be for a period of 01(One) year which may be renewed for another 2(two) years subject to satisfactory performance of the licensee along with regular payment of license fees in advance and also due approval of the HMC.
- The receipts will be granted by the licensee for collection of fees from the Users.
- Invitation for Bids Leave & License Contract of Cold Storage at BITAN at 28, Nityadhan Mukherjee Road Howrah-711101, Ward No-29 of HMC, on a lease and revenue sharing basis for Flower Market will initially be for a period of 01(One) year which may be renewed for another 2(two) years subject to satisfactory performance of the licensee along with regular payment of license fees in advance and also due approval of the HMC.
- Executive Engineer (Market) Howrah Municipal Corporation (HMC), invites Bid in sealed envelopes, comprising the General Information and Project of Leave & License Contract of Cold Storage at BITAN at 28, Nityadhan Mukherjee Road Howrah-711101, Ward No-29 of HMC, on a leave and license basis.
- The cold storage has been constructed by Howrah Municipal Corporation with installation of A.C. machine and other equipments (D.G.Set.) situated at Ground Floor of Block 'A' situated at 28, Nityadhan Mukherjee Road and in possession of Howrah Municipal Corporation and invite to intending bidders for operation and maintenance of Cold Storage leave and license basis.
- The document shall be given on payment of the non-refundable Bid purchase fee of Rs. NEFT 5,500/- (Rupees five thousand and five hundred only) by way of RTGS / NEFT on line in favour of "Howrah Municipal Corporation" payable at Howrah. The request for the Bid Document shall be marked to:
 - The Executive Engineer (Market),
 - Howrah Municipal Corporation
 - 4, Mahatma Gandhi Road,
 - Howrah-711101.
- **That the dimension of cold storage are as follows:**
 - Cold Room Dimension (One): 15' x 34 x 08' (H)
 - Cold Room Dimension (Two): 15' x 10' x 08' (H)
 - Equipment Specification (Room-One): 6 KW x 3 Sets (One Standby)

- Equipment Specification (Room-Two): 4.5 KW x 2 Sets (One Standby)
- Electric Power Provided by HMC: Three Phase, 440 Volt.
- One D.G.Set having capacity 63 KVA.
- That the cost of electricity to run and operate the cold storage will be borne by Howrah Municipal Corporation.
- Bidder's must furnish full data and information as required in this Bid Document during submission of their Bid.
- In this Bid, the term "Bidder" refers to the Applicant, which may be either an individual, Partnership Firm or Company, which submits a proposal in response to the Request for Bid. "Operator" refers to the Bidder selected by HMC for operation and maintenance work of this Project.
- Award of the bid is at the sole discretion of HMC.
- The Project (Cold Storage) is situated at 28, Nityadhan Mukherjee Road, P.S. and District Howrah, under Howrah Municipal Corporation Ward No. 29.
- SITE CONDITION
- The Bidder must also make themselves fully conversant, preferably through site visits, with all the local conditions, means of access to the site, nature, extent of transport facilities or any other factors that may affect the work to be executed under the bid.
- **SCOPE OF WORK:**
- Leave & License Contract for a Period of Flower Market will initially be for a period of 01(One) year which may be renewed for another 2(two) years subject to satisfactory performance of the licensee along with regular payment of license fees in advance and also due approval of the HMC.
- Multiple Products Lifting, Storing & Delivery from the Cold Store Room round the Clock (24 x 7).
- Deployment of Manpower, at least 2(Two) Person in each shift & a Supervising Staff or whichever deem fit to run the Cold Storage at Bidder cost.
- AMC and/or Comprehensive Servicing of Cold Storage Equipment & Machinery including all spare parts refrigerant etc. to be done as per satisfaction of Engineer-In- Charge of HMC at bidder cost.
- **Repairing of following equipments at bidder cost and when required:**
- Condensing Unit.
- Compressor.
- Lubricant.
- Evaporator.
- Refrigerant.
- D.G.Set & fuel (Diesel) as required.
- Control Panel Electronics spare parts.
- Piping Insulation & Digital Meters (Temperature & Humidity)
- Lighting System inside Cold Storage including Light, Wire, Switch, Plug Socket etc. to be maintained including Stainless Steel Rack as per satisfaction of Engineer-In- Charge of HMC at bidder cost.

- The Authority reserves the right to reject any or all of the offers received without assigning any reason what so ever.
- The Authority shall be entitled to terminate license if the services of the licensee be found unsatisfactory on giving one month's notice to the licensee.
- The licensee shall not allow any unlawful activities in the demised/ licensed premises.
- The licensee shall at his own costs do all such petty repairs of Civil, Electrical and plumbing etc. as may be necessary after obtaining written permission from the Executive Engineer, HMC Authority in the demised premises.
- A Complaint book shall be maintained by the licensee and presented to the Executive Engineer, HMC Authority once in a month for checking there marks of the users.
- The waste materials so generated for running of the said business will be handled by the Agency/Concerns as per guidance of the HMC. No waste materials should be allowed to decompose or disposed off inside the building complex for maintaining ecological balance and no littering will be allowed under any circumstances.
- After expiry of the said license, the Agency/ Concern shall be liable to handover the possession of the said premises to the Authority. Failing which necessary legal action will be taken against the Agency/ Concern/ Individuals.
- If the Agency/ Concern committing any violation of the terms and conditions, the HMC would be at liberty to terminate the agreement by giving one month's written notice to the Agency/Concern.
- Complete hygiene and Cleanliness has to be maintained in the licensed premises. Any litter throw many where in the complex area due to the activities of the Agency /Concern has to be cleared/ collected by the Agency/ Concern only.
- The licensee will be liable to clean the area of licensed premises day to day, failing which the authority will have the right to cancel the license and forfeit the license fees at any time by giving 30days' notice.
- Inspection of the licensed premises shall be conducted by a team of experts/ officials appointed by HMC on first of every month. All damages/ breakages etc. noticed by thisteam will be set right by Concern/Agency by tenth of that month failing which HMC will carry out repairs/ renovation works and debit the cost to Concern/Agency.
- The Agency will be solely responsible for all payments and observance and compliance of relevant provision of laws /rules /regulations etc. in respect of his employees and the business of running license of the said premises. HMC will have no liabilities what so ever with regard to such statutory compliances and payments.
- The EMD of the successful bidders may be converted to Security Deposit. The rest amount of the Security Deposit will have to deposit with the Authority in the form of Bank Draft in favour of the Executive Engineer, HMC and pay able to Bank of Baroda, Howrah Maidan Branch before entering into the agreement.
- The appointed Agency / Concern shall abide by all relevant rules and regulations of the Authority as issued from time to time and must obtain all licenses, consents and permits, as may be required for running the business from time to time. The Agency / Concern shall be responsible for adhering to the norms of Environmental regulations. The Agency / Concern shall keep HMC duly informed about any change in the status of the Agency/ Concern.
- The Bid must be submitted online within stipulated date & time mentioned above.
- The possession of the unit shall be delivered after deposition of the license fee in full for the 1st year and execution of agreement.
- The name of the Successful Bidder(s) would be declared through Website. In the event of any change in aforesaid date, the same will be notified to the bidders through website. HMC reserves the right to reject any or all of the Bids without assigning any reasons there of and the decision of HMC would be final and binding on the Bidders.

- The HMC reserves the right to cancel the EOI for non receipt of reasonable rates from the Bidders.
- The Agency/Concern is required to visit the said Unit and discuss the matter with the authorized personnel to get acquainted about the said projects before submission of offer.
- The bidder shall furnish documentary evidence that he has the financial, technical and operational capability necessary to perform the business.

Executive Engineer

Howrah Municipal Corporation

ANNEXURE-I

APPLICATIONFOREOI

To
The Executive Engineer (Market),
HOWRAH MUNICIPAL CORPORATION,
4,M.G.ROAD HOWRAH-1.

Ref:-EOIfor _____

_____.

E.O.I. No.: _____(Sl.No. _____)/HMC/2023-24.

Dear Sir,

Having examined the Technical cover, OID cover & all other EOI documents, I/ we hereby would like to state that I/ we will fully accept all your conditions and offer to execute the works as perEOI no stated above. I/We also agree to remedy the defects after/during execution of the above work in conformity with the conditions of contract, specifications, drawings, bill of quantities andaddenda.

Datedthis _____ dayof _____ 202 _____

FullnameofBidder/Contractor: _____

Signature: _____

In the capacity of: _____

Duly authorized to sign bids

For & on behalf of(Name of Firm): _____

Officeaddresswithsealifany: _____

Telephoneno(s)(office): _____

MobileNo: _____

Fax No: _____

EmailID: _____

ANNEXURE-II

SAMPLE FORMAT FOR AFFIDAVIT

Sri....., S/o Sri.....,
aged..... Years, Residing at.....,
Proprietor/Partner/Director of.....,do hereby solemnly
affirm and declare in connection with
_____(Name of the EOI),
_____(EOI No. & Date) *as follows:*

- 1) That I, the undersigned, decertify that all the information furnished & statements made in the bid documents are true and correct to the best of my knowledge and belief.

- 2) The under signed also certifies that neither I/ we have abandoned any Service/ work awarded to us, nor any penal action was taken against us by any department. The undersigned also declares that we do not have any running litigation with any department.

Signature of the Bidder

Name:
Place:
Date: