

Siliguri Jalpaiguri Development Authority

AN IS/ISO 9001:2008 CERTIFIED ORGANISATION

Tenzing Norgay Road, Pradhan Nagar, Siliguri-734003



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Memo No.:2187/I/Admn/557/19/SJDA

Date:31/07/2019

Invitation for Submission of Expression of Interest for Operation & Maintenance of Auditorium at Shaktigarh Pathagarh, Shaktigarh.

NOTICE INVITING EOI-No. 01/ADMN/AUDITORIUM/ 2019 – 2020 OF SJDA (2ND CALL)

Siliguri Jalpaiguri Development Authority (SJDA) invites expression of interest (EOI) for financial offer to lease the Auditorium (Shaktigarh Pathagarh) at Shaktigarh, Ward No 31 for maintenance, operation and management from registered reputed firms / agencies having experience in the field of exhibition of Cinema, Cultural Programmes, etc.

The bidder will submit the documentary proof of all documents in support of his / her experience and eligibility with an earnest money (EMD) amounting Rs. 50,000.00 (Rupees fifty thousand) only in the shape of demand draft drawn on any nationalized bank payable at Siliguri in favour of Chief Executive Officer, Siliguri Jalpaiguri Development Authority.

The last date submitting EOI with supporting documents is 7th August 2019, within 2.30 PM in two separate sealed envelopes (Technical and Financial) marked with EOI for maintenance, operation and management of Auditorium at Shaktigarh, Ward No 31 and delivered to below mentioned address. Tender will be received by post or tender box kept in the office of the Chief Executive Officer, Siliguri Jalpaiguri Development Authority, Siliguri.

To,
Chief Executive Officer,
Siliguri Jalpaiguri Development Authority
Tenzing Norgay Road, Pradhan Nagar
Siliguri-734003.

Opening of Tenders: “Part – I” will be opened on 07.08.2019 at 3.00 PM and the “Part – II” of the qualified tenderers will be opened after technical evaluation. The tenderers or their authorized representatives may like to present at the time of opening of both “Part – I” and “Part – II”. The schedule of opening may be altered depending on unavoidable circumstances.

The contract at initial stage will be awarded for a period of 5 (five) years and will be / may be extended according to suitability on the basis of performance of the firm subject to the final approval of SJDA in this regard.

INFORMATION TO BIDDERS:

1. BASE RATE:

The quoted amount payable to the SJDA shall not be below Rs 1, 00,000/- (Rupees one lakhs only) per year which will be the base rate, excluding Govt. Taxes as applicable.

ALL THE INTENDING BIDDERS SHOULD OFFER THE RATE NOT LESS THAN THE **BASE RATE** (excluding Govt. Taxes as applicable). Government taxes like GST and TCS etc. has to be borne by the bidder in addition to the accepted bid rate.

2. Filing of the bid:

The bidder has to submit their rate through off line bidding in prescribed proforma (sample in Page No 7 & 8) in the agencies letter head pad. The two separate sealed envelopes marked Technical and Financial Bid containing following documents is to be submitted by hand or by post:

A. Technical Bid Envelope containing self-attested/ certified copy

- I. Trade License.
- II. PTCC, ITCC & PAN Card.
- III. Registration certificates of GST.
- IV. Document in support of proof of Credential.
- V. EMD.
- VI. Etc.

B. Financial Bid Envelope containing quoted rate in agencies letter head pad quoting rate both in figure and words with full signature of the agency.

3. Mode of Selection:

The highest bidder having adequate credential will be selected as successful bidder.

4. Period of operation:

5 (five) years from the date of taking over the possession, [may be extended on satisfactory completion of work and timely payment of the lease amount subject to the final approval of SJDA in this regard].

5. Exit Clause:

- a) If under any compulsion or under unavoidable circumstances, if the successful bidder/licencee to be violative of any of the terms & conditions mentioned in this tender SJDA can terminate the offer letter/licence Agreement by giving 3 (Three) months' notice to the successful bidder/licencee. After termination the licencee is bound to hand over the premises of the Auditorium with immediate effect. The operator/licencee shall be responsible for any damage to the SJDA property during the period of allotment.
- b) All the equipment/infrastructure installed at the Auditorium should be in good order and perfect working condition at the time of handing over of the Auditorium to the Lessee.
- c) If under any compulsion or under unavoidable circumstances, Operator is in a position to surrender the operation of the auditorium, the operator may issue 03 (Three) Month's notice to SJDA for peaceful handing and taking over of the auditorium. However the Operator / licencee shall be responsible for any damage to the property during the period of allotment.

6. Quoting of Rate:

Rate is to be quoted for 1(One) year. **While putting the rate, it is to be kept in mind that GST, TCS & other taxes as applicable will be added to the quoted rate amount as per Govt. rules. [Also 5% (five) increase every year upon the quoted accepted rate from the 2nd year onwards]**

Rate should be quoted both in figure and words.

Quoting of Multiple Rates and Overwriting will attract disqualification.

7. Earnest Money :

Demand Draft amounting to **Rs. 50,000/- (Rupees fifty thousand only)** to be submitted in favour of the Chief Executive Officer, Siliguri Jalpaiguri Development Authority. (To be converted into Security Deposit on selection of successful bidder).

8. PERMISSIBLE ACTIVITIES

- a. Organizing Dance & Musical show.
- b. Organizing Film Festivals.
- c. Organization of Film Shows.
- d. Cultural Programs

- e. Drama / Theater show
- f. Govt. / Semi Govt. / PSUs / Autonomous Body Programme.

9. Facilities available in the Auditorium

- i. Size of Auditorium:- Length : 35 mtr.
Width : 20 mtr.
- ii. Capacity :460
- iii. Sound System
- iv. Air Conditioning
- v. Ticket Counter
- vi. Toilet block - separate toilet block for ladies and gents
- vii. Screen.
- viii. Stage.
- ix. Green rooms (two Nos)

The successful bidder will be allowed to do minor modification with prior approval of the SJDA. The cost of which shall be borne by the successful bidder.

The successful bidder at his own cost shall arrange Projector, server, ticketing software etc. and manpower for operation and maintenance as per proposed usage.

The vacant space at the premise of the auditorium shall be exclusively under the possession of SJDA which may be allowed for temporary usage to the operator upon application by the operator to SJDA. Separate permission has to be sought by the operator from SJDA for usage of the vacant space as and when required. However, SJDA is not bound to accept such prayer and has sole discretion to accept or reject such prayer.

10. UTILIZATION CRITERIA

- a. 30 days per year to be allowed for the programme of Govt. / Semi Govt. / PSUs / Autonomous Body/local cultural groups/institutions/ schools/ local organisations etc. (as and when required with three days prior intimation to the operator for which the allottee will pay Rs. 7,000/- per day to the Operator in case of local cultural groups/institutions/schools/ local organisations etc and Rs 5,000/- per day to the operator in case of Govt. / Semi Govt. / PSUs / Autonomous Body. The above daily booking fees/rate may be increased annually with the specific permission from SJDA. However, SJDA decision in this regard is final. The licensee has to maintain a separate register for this purpose.
- b. Remaining days for cinema, theatres, Drama, Musical show etc.

11. Eligibility and criteria for participation in bid:

- i. Self attested / certified copies of the following documents are to be submitted along with the Bid.
 - a. Trade License.
 - b. PTCC, ITCC & PAN Card.
 - c. Registration certificates of GST.
 - d. Document in support of proof of Credential having experience in similar type of work.
 - e. Partnership Deed / Memorandum & Articles of association in the case of registered partnership firm / Company or relevant part of the Constitution in the case of Registered Co-operative Societies. (where applicable)
 - f. Valid Registration Certificate in the case of firm / Engineers co-operative Societies (where applicable) .
- ii. The originals are to be shown at the time of opening of Tender Papers or at time asked by this office.
- iii. The Tender inviting authority may call for any other document related with the work during scrutiny or later on. The participants should furnish name, authorized address for communication, e-mail address & contact details of the bidder.
- iv. Each Bidders is allowed to submit only one Bid. A Bidder who submits more than one Bid will be disqualified.
- v. Audit report of last financial year is required to be submitted in case of unemployed Engineers Co-operative and Labour Co-operative societies.
- vi. GST, Royalty & all other statutory levy/ Cess applicable will have to be borne by the agency.

- vii. Defaulter agencies w.r.t any works awarded earlier by SJDA will not be considered for the works.
- viii. The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information's that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice inviting Bid, the cost of visiting the site shall be at the Bidder's own expense.
- ix. The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, the Chief Executive Officer, Siliguri Jalpaiguri Development Authority reserves the right to reject any application for participating in the Bid and to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by any Bidder at the stage of Bidding.
- x. No CONDITIONAL/ INCOMPLETE TENDER will be accepted under any circumstances.
- xi. **Normally highest bidder will be accepted & will be awarded work order but the Chief Executive Officer, Siliguri Jalpaiguri Development Authority, reserves the right to cancel the NIB without assigning any reasons thereof and no claim in this respect will be entertained.**
- xii. During scrutiny, if it comes to the notice to bid inviting authority/ SJDA that the credential or any other papers found incorrect/manufactured/fabricated, that bidder/ tenderer will not be allowed to participate in the tender and that application will be out rightly rejected without any prejudice.
- xiii. Before issuance of the work order, the bid inviting authority/ SJDA may verify the credential & other documents of the highest bidder if found necessary. After verification, if it is found that such documents submitted by the highest bidder is either manufactured or false in that case, work order will not be issued in favour of the bidder under any circumstances.
- xiv. The engagement may be cancelled any time without compensation in the event of Natural calamities, War, Govt. Direction etc. or for any such events beyond the control of the Authority, or where the agencies entrusted / engaged in illegal/unlawful activity in the said working location/premises.
- xv. **Refund of EMD:** The Earnest Money of all the unsuccessful Bidder will be refunded.
- xvi. **Deposition of Quoted Amount:** Entire quoted and accepted amount along with all taxes as admissible as per Govt. order to be deposited in advance on selection.
- xvii. The Successful bidder (as lessee) will also have to sign an agreement with the Chief Executive Officer, Siliguri Jalpaiguri Development Authority (as lessor) on requisite stamp. The bid documents along with other Terms and Conditions shall form part of the agreement and the Successful Bidder (as Lessee) shall be bound himself / themselves to abide by the same. The undersigned shall also reserve the right either to accept or reject any or all the bids without assigning any reason whatsoever.
- xviii. SJDA shall not be responsible for any delay in postal services for submission of the bid and late submission of the bid after scheduled date and time will not be entertained.

GENERAL TERMS & CONDITIONS:

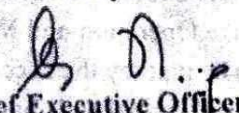
1. The Lease period shall be 5 (five) years commencing from the date of start of commercial operations. After expiry of the 5 (five) years period, renewal will be / may be permitted according to suitability on the basis of performance of the firm subject to the final approval of SJDA in this regard.
2. All the intending bidders should offer the rate not less than the BASE RATE set by this authority, below which **no bid will be accepted** and will be treated as disqualified.
3. The rent calculation shall commence from the date of start of commercial operations.
4. The cost of electricity consumed for the whole Auditorium shall be borne by the Successful Bidder.
5. The Successful Bidder shall pay statutory dues and outgoing in relation to the Auditorium.
6. The Successful Bidder shall also be liable to pay entertainment tax, if applicable, for running of Feature Film show in the said auditorium. In the event of any amount remaining outstanding on account of statutory dues for the agreement period, the successful bidder shall be solely responsible for the same and all liabilities in this account will accrue and arise on account of Licensee.
7. The successful bidder shall not make any addition or alteration to the existing structure of the Auditorium in any manner whatsoever, without written consent of the SJDA. The Successful Bidder shall make such repairs at its own cost keeping in mind that originality has to be maintained and that no aesthetic change takes place.
8. The Successful Bidder shall not use any other space for posters except the portion earmarked therefore.
9. The authority of SJDA shall have the right of entry and inspection of the licensed property at any time and without prior notice.

10. The Successful Bidder shall not transfer or assign any of its right or interest under this License to any other party without first obtaining permission in writing thereof from the SJDA.
11. In the event of any breach of any of the terms and conditions hereof, the SJDA shall serve a notice to the Successful Bidder pointing out the breaches and it shall call upon the Successful Bidder to rectify the within such time as the LICENSOR (SJDA) deems fit and proper. Upon failure of the Successful Bidder to rectify the breaches within the time set thereof, the SJDA shall be free to cancel the agreement without any further notice and be entitled to vacant possession of the rented property without recourse to any judicial proceeding.
12. All payments will be made in Indian Currency.
13. All the time during the term of the lease period to keep and maintain the premises clean and further in good and substantial repair and the requisite expenditure has to borne by the successful bidder.
14. The cost towards maintenance, AMC of Electrical Installation, Air Conditioners, Fire Fighting System, Fire Alarm System, D.G.Sets and all consumable will be borne by the successful bidder/operator/ licensee.
15. Minor repairing of the permissible up to Rs.25, 000/- shall be borne by the lessee. Any repair work to the main structural part of the building shall be carried out by SJDA on specific request from the licensee.
16. The operator shall be responsible for obtaining trade/food/cinema licenses on its own and also shall arrange to pay the requisite license fees and similarly shall pay GST and all other statutory obligations imposed by any authority for cinema business.
17. The operator will be entitled to run concession/snacks counter within the auditorium by deputing required manpower or allow third party agency to run the same on behalf of the licensee after taking permission from SJDA in this regard and said counter shall be utilized for selling tea, coffee, snacks, cold drinks, ice cream, packaged food items, pop corns, nachos etc. for serving to the patrons of cinema auditorium. No alcoholic beverages are allowed to be sold from the said counter.
18. Interested bidders may visit the Auditorium on any working day to see the existing / available facility.
19. The operator will procure Projector, server, ticketing software etc. as per the standard norms and requirement at their own cost.
20. License will have to be obtained at his own initiative by the successful bidder from the appropriate authority for running the cinema show and cultural programme in the Auditorium.
21. Financial offer should be firm and valid for entire contract period and the offered rate should be excluding of all other cost like Operation and Maintenance, Electrical charges, Water charges, Taxes etc. All such taxes and charges will have to be paid by the successful bidder at his own cost.
22. The Successful bidder will have to deposit entire accepted amount with regard to the first year (First year annual rent) in advance within seven days from the day of issue of letter of award in favour of Chief Executive Officer, Siliguri Jalpaiguri Development Authority at the details of AC No as would be supplied by the SJDA to successful bidder.
23. From Second year onwards there will be annual increase of 5% of previous year's annual rent. From the 2nd Year Onwards the successful bidder will have to pay quarterly rent within the 10th days from the end of every quarter with applicable rate along with GST and other taxes as applicable. Any failure of payment of such quarterly rent will lead the SJDA to arrange the direct deduction from the security deposit and recurring failure of payment of such rent will lead for termination of the agreement with forfeiture of entire security deposit.
24. If under any compulsion or under unavoidable circumstances Operator is in a position to surrender the operation of the auditorium, the operator may issue 03 (Three) Month's notice to SJDA for peaceful handing and taking over of the auditorium. However the Operator / licensee shall be responsible for any damage to the property during the period of allotment.
25. In the event of any breach of any of the terms and conditions the authority shall be serving a notice on the Operator to call upon the Operator for immediate remedial measures within a period to be decided by the Authority and upon failure of taking appropriate remedial measures on the part of the Operator, the authority shall be entitled to cancel the contract agreement and shall also be entitled to take over peaceful possession of the entire auditorium complex without any further notice and without recourse to any judicial proceeding and the Operator shall be liable to make over forthwith possession of the Auditorium Complex to this Authority.
26. The successful bidder/ operator shall comply with the provisions of The Apprentice Act, 1961, Minimum Wages Act, 1948, and Contract Labour (Regulation & Abolition) Act, 1970 and orders issued there under from time to time failing which there will be breach of Contract and the Siliguri Jalpaiguri Development Authority at his discretion take necessary measures against the Lessee.

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27. Operator shall have sufficient financial solvency to run cinema show and cultural programmes in the Auditorium Complex.
 28. Operator will not exhibit such cinema shows / programmes / functions which are obscene in character and are of bad taste and may disturb public peace and tranquility.
 29. Operator shall not make any addition and / or alteration to the existing structure of the complex in any manner whatsoever without the written consent of the SJDA.
 30. Operator shall not act contrary to any of the terms and conditions as stated above.
 31. SJDA shall reserve the right to cancel or terminate the contract/ license/agreement anytime on breach of any of the above terms and conditions by the operator.
 32. The above terms and conditions may be altered by negotiation or otherwise at the sole discretion of this Authority.

SPECIFIC TERMS & CONDITIONS:

- a) Painting, sculpture, murals etc. already installed and to be installed, will remain under control of SJDA. These paintings, sculptures, murals etc. should not be touched or removed by the bidder without the written consent of SJDA.
- b) Special attention shall be given by the bidder for keeping the Auditorium and adjacent area clean.
- c) No aesthetic change is allowed. Bidder should not make any addition / alteration or modify any existing civil work. In case bidder desires any modification, the bidder has to submit relevant drawings, documents indicating the modification to SJDA for approval.
- d) For any kind of damage of the existing facilities, cost rectification & compensation to SJDA should be borne by the bidder. The bidder shall be responsible for smooth maintenance and shall ensure that complaint lodged by SJDA is attended and rectified immediately.
- e) The successful party would have to arrange necessary manpower in required strength for the operation and maintenance of the auditorium.
- f) The Operator i.e. successful bidder shall be responsible for any accident of his staff and workers. The workers engaged shall have to follow all security and safety rules. SJDA will not compensate the contractor for such accident.
- g) The Operator shall also be responsible for any theft or missing of accessories etc. of the system under his contract.


Chief Executive Officer

Siliguri Jalpaiguri Development Authority

Date: 31/07/2019

Memo No. 2187/1(12)/I/Admn/557/19/SJDA

Copy forwarded for information to:

- 1) The Additional Secretary, North Bengal Development Department, Uttarkanya.
- 2) The District Magistrate, Jalpaiguri.
- 3) The District Magistrate, Darjeeling.
- 4) The Additional Executive Officer, Siliguri Mahakuma Parishad.
- 5) The Additional Executive Officer, Jalpaiguri Zilla Parishad.
- 6) The Sub Divisional Officer, Siliguri.
- 7) The Sub Divisional Officer, Jalpaiguri Sadar.
- 8) The Executive Officer, Jalpaiguri Municipality.
- 9) The District Information & Cultural Officer, Jalpaiguri.
- 10) The Sub Divisional Information & Cultural Officer, Siliguri.
- 11) Office website.
- 12) Office notice board.


Chief Executive Officer

Siliguri Jalpaiguri Development Authority

TECHNICAL BID

EOI Notice No with date:

Name of the agency:

Address:

Telephone/Mobile No:

Email:

Declaration:

- 1) I / We assure the Siliguri Jalpaiguri Development Authority that neither I/We, nor any of my / our workers will do any acts, which are improper/Illegal during the execution of the contract awarded to us.
- 2) I / We will have no conflict of interest in any of our works / contracts at Siliguri Jalpaiguri Development Authority

List of documents enclosed:

- 1.
- 2.
- 3.
- 4.
- 5.....

(Full signature of the Tenderer with seal of the Agency)

NB:

1. Technical Bid should be kept in separate sealed cover super scribing "Technical Bid" on it).
2. The documents submitted should be self attested/ certified copy.
3. Above details should be submitted in Agencies letter head pad.

FINANCIAL BID

EOI Notice No with date:

Name of the work	Quoted rate in figure (in Rs.) for one year	Quoted rate in words (in Rs.) for one year
Maintenance, operation and management of Auditorium at Shaktigarh (Shaktigarh Patahgarh) , Ward No 31 SMC.		

Date

(Full Signature of the tenderer with seal)

****NB:**

1. Financial Bid should be kept in separate sealed cover super scribing "Financial Bid" on it).
2. The Bidder to quote the rates to be payable to SJDA for single year.
3. Bid should be submitted in Agencies letter head pad.