HOWRAH MUNICIPA

4. MAHATMA GANDHI ROA' @ 033 2638 3211/12/13 Market DEPARTIMA

11 101 1 0830

Ref: 96/MKT/2025-26

Date: 01.08.2025

NOTICE INVITING QUOTATION

Separate sealed Quotations are invited by the Assistant Engineer (MKT.), HMC from the bonafide resourceful experienced & listed Govt. Contractors invites from interested quotationers for providing Operation, Maintenance of Cold Storage with Composter including Surrounding area at Bitan Flower Market at the Gr. Floor Block-A of the Existing Building at 28, Nityadhan Mukherjee Road, Ward no-29, Howrah-711101. Intending quotationers shall have to apply separately and to submit self attested Photo copies along with original for verification of valid G.S.T Certificate & Return (Current Quarter), P.T, Last 3years I.T, EMD 20000/- Each (Twenty Thousand Rupees) ,Trade License and adequate experience to execute such work under Govt./semi Govt./Local Bodies Organization.

Request for Proposal Enclosed Herewith for Detailed Information.

Sl. No	Name of Work	Quantity	Quatated Rate/Per year	Completion of Work
1.	Operation and Maintenance of the Existing Cold Storage area equal to more and less 61.97 Sq-mt of the capacity of the Bitan Flower Market at the Gr. Floor Block-A of the Existing Building at 28,Nityadhan Mukherjee Road, Ward no-29, Howrah-711101 against deposit of Yearly rent for 01 year initially. (May be Extended upto 4 yrs.)	01	Rate to be Quoted	365 Days,(May be Extended upto 4 yrs.)
2.	Operation and Maintenance of the Composter including Surrounding area equal to more and less 18.10 Sq-mt of the capacity of the Bitan Flower Market at the Gr. Floor Block-A of the Existing Building at 28,Nityadhan Mukherjee Road,Ward no-29,Howrah-711101 against deposit of Yearly rent for 01 year initially. (May be Extended upto 4 yrs.).	01	Rate to be Quoted	365 Days,(May be Extended upto 4 yrs.)

Last Date for Submission of Quotation: 11-08-2025 up to 2.00 P.M .

Financial Bid Opening Date & time (opening): To be notified latter.

Assistant Engineer (MKT.) Howrah Municipal Corporation

Date: 01.08.2025

Ref: 96/MKT/2025-26

Copy forwarded for favour of information to:

- 1. The Hon'ble Chairperson, Board of Administrators, HMC for kind Information please
- 2. The Commissioner, H.M.C.
- for his information please.
- 3. The Deputy Commissioner (I), H.M.C. for his information please.
- 4. The Controller of Finance, H.M.C.
- for his information please.

The R.A.O. H.M.C.

- for his information please.

5. EE (Market), HMC

- for his information please.
- 6. H.O.D (I.T)), HMC for publication in website- www.mvhmc.in please...
- 7. Notice Board.

Assistant Engineer (MKT.) Howrah Municipal Corporation

HOWRAH MUNICIPAL CORPORATION

Market Department (3rd Floor)

4, MAHATMA GANDHI ROAD, HOWRAH – 711 101 Phone: 033 2638 3211/12/13, Fax: 033 2641 0830 WEBS!TE: www.myhmc.in, EMAIL:

REQUEST FOR PROPOSAL(RFP)

FOR

Operation & maintenance of the Existing Cold Storage area is equal to more or less 61.97 sq.m of the capacity of the Bitan Floor Market at the Ground floor (Block A) of the existing Building at 28, Nityadhan Mukherjee Road, Ward :29, Howrah :711101 against deposit of yearly rent for one year initially.

(May be extended further 4 years)

1 Eligibility criteria for the bidders:

- i Participant must have sufficient experience for Operation of the cold storage.
- ii.Participant must have GST, PAN, valid trade license or equivalent certificate/document. The bidder may submit Factory License/ Excise Registration Certificate in lieu of TradeLicense.

N.B. For detailed information please visit the Government website: $\underline{\text{https://wbquotations.gov.in}}$ & $\underline{\text{www.myhmc.in}}$.

2 Other terms and conditions of the credentials:

- i) H1 bidder shall be selected on the basis of the quoted rent for 1st year.
- ii) Credential having sufficient experience in operation and maintenance of cold storage.

3 Earnest Money:

The participant shall have to deposit requisite initial earnest money along with the quotation document in prescribed manner failing which the quotation shall be rejected and treated as non-responsive. The balance earnest money if any to fulfil 2 (two) percent of the quotationed value is to be deposited before the time of execution of formal agreement by the successful H1 bidder.

4 Security Deposit:

The amount of Security Deposit will be 10% of the contract value, as per Memorandum, vide No. 201-F(Y) dated 18.01.2021 of the Finance Department, Government of West Bengal. The amount already deposited as Earnest Money Deposit (EMD) will be converted as initial security deposit. A successful bidder has to submit the balance amount of 2% of the contract price, i.e., the quotationed amount, if submitted EMD is less than 2% of the contract value, before execution of formal agreement. Balance security of 8% of the amount of each running account bill, will be recovered from each and subsequent bill till the balance of the amount of security deposit is realized.

5 Release of Security Deposit:

Release of normal security deposit shall be made after 6 (Six) months from the date of successful completion of the operation and maintenance work.

The prospective bidders must not have been debarred to participate in any quotation invited by the HMC or any other competent authority during the last 5 (five) years prior to the date of this NIQ. Such debar will be considered as disqualification towards eligibility (a declaration in this respect has to be furnished by the prospective bidders as per prescribed format without which the Technical Bid shall be treated as non-responsive).

Language of Quotation: The bid and all related correspondences and documents shall be written in the English language. Supporting documents and printed literature furnished by the eligible bidder with the proposal may be in any other language if they are accompanied by an appropriate translation into English. Supporting materials that are not translated into English shall not be considered. To interpretation and evaluation of the Proposal, the English language translation shall prevail.

Bid shall remain valid for a period not less than 120 days (one hundred twenty days) from the last date of submission of financial bid/sealed bid. If the bidder withdraws the bid during the period of bid validity, the earnest money as deposited will be forfeited without assigning any reason thereof.

The Quotation Inviting Authority reserves the right to cancel the NIQ due to unavoidable circumstances or may accept or reject any or all the quotation without assigning any reason whatsoever. No claim in this respect will be entertained.

During scrutiny, if it comes to the Quotation Inviting Authority that the credential or any other papers found incorrect/manufactured/fabricated, that participant will not be allowed to participate in the quotation and that application will be out rightly rejected without any prejudice with forfeiture of earnest money forthwith.

Before issuance of the Letter of Intent (LOI), the quotation inviting authority may verify the credential and other documents of the highest Bidder (H1) if found necessary. After verification, if it is found that such documents submitted by the highest Bidder (H1) is either manufactured or false, in that case, LOI will not be issued in favour of the participant under any circumstances.

6. Extension of Time

In cases where the delay is not due to any default on the part of the The successful H1 bidder, extension of time will be allowed to the participant by Assistant Engineer (Market).

7. Claims for Interest

No claim for interest will be entertained by the HMC with respect to any money or balances which may be due or alleged to be due to the contractors owing to any disputes between engineers and the bidders or with respect to any delay in the part of the HMC in making final monthly or final payment or otherwise.

8. Price Schedule

- i Rent should be consolidated rate for every year.
- ii Price quoted should be firm and should remain valid up to 180 days from the date opening of the quotation.

9. Allotment Letter / Contract

After receiving the allotment letter, work will start withing 15 days from the date of receiving the same.

10. Special conditions

- HMC reserves the right to accept or reject the quotations wholly or partly depending on its require mention the date of order without assigning any reason. The Howrah Municipal Corporation also reserves the rights to increase order ease the quantity.
- ii. Conditional quotation will not be accepted.
- All disputes arising between the parties shall be mutually settled under guidance of the HMC Market Department under this agency subject to Howrah jurisdiction only.
- v Quoted rate shall be fill up as per Annexure II in detail and there should be some justified reasons.

11. General Terms and conditions

a) Quoted amount will be received yearly in advance by HMC from the successful H1 bidder .

- b) Only perishable items are to be allowed for store in the cold storage.
- c) No arbitration is applicable.
- d) Proposals should demonstrate a commitment to safety, including procedures for handling perishable materials and ensuring the safety of personnel.
- e) Personal injury or death insurance for agencies Employees shall be borne by the successful H1 bidder. (In accordance with the statutory requirements applicable to India).
- f) The successful H1 bidder should have policy effective from the date of commencement of work until final completion against all of the following risks —
 - Injuries and damage of persons, property, animals or things, within or outside the site, arising
 out of operations of the successful H1 bidder or out of any actions of his employees, agents
 or representatives including any other unforeseen Risks.
 - All the issues related to consumer protection act/medico legal aspects that shall arise, will be handled by the successful H1 bidder HMC shall be held responsible and the successful H1 bidder shall submit the indemnity bond for the same.
- g) The successful H1 Bidder shall reinstate, in a manner approved by the HMC Authority, all damage of every sort entirely at his cost, so as to deliver up to the successful H1 bidder the whole of the works complete and perfect in all respects and also make good or otherwise satisfy all claims for damage to property of third parties.
- h) The successful H1 bidder shall indemnify and keep indemnified the HMC against all accidents, damages, losses,, claims, litigations, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the Built Operate Transfer (Bot) of the site and against all claims, demands, proceedings, damage, costs, charges and expenses whatsoever in respect of or in relation there of.
- i) The successful H1 bidder shall take all precautions against damages to work from floods or water logging or accidents or by any other cause The successful H1 bidder shall comply with all the prevailing relevant rules and regulations, bye-laws and directives given from time to time by any local or public authority in connection with this work and shall pay all fees, which are liable on him.
- j) The successful H1 Bidder shall comply with and give all notices required under any Governmental authorities, instruments, rule or order made under any act of Parliament, State Laws or any regulations or bye-laws of any local authorities or public utility concern relating to works.
- k) After issuing Letter of Acceptance (LOA) to the successful H1 bidder, the HMC will ask to the said agency to start the Cold Storage within one months.
- In case of any claim, dispute or difference arising in respect of this contract, the cause of action
 thereof shall be deemed to have arisen in Howrah/Calcutta and all legal proceedings in respect of
 any such claim, dispute or difference shall be referred to the Competent Court in the City of
 Howrah/Calcutta.
- m) The successful H1 bidder will have to comply with all applicable statuary obligation will have to

relate to workers deployed in HMC for the work. In any case the said employees are not considered for absorbing in the HMC pay role in any manner after termination of the contract.

- n) Possession of the built up structure unit with machinery after expiry of Built Operate Transfer (Bot) for the running period of the Cold Storage will vest with HMC. That The successful H1 bidder has been permitted for setting up Cold Storage Industry on Built Operate Transfer (Bot) for the period of 5 years subject to renewal every year on the basis of the performance by the HMC.
- o) Renewal amount of rent shall be increased with 5% escalation for every year.

12 CANCELLATION / TERMINATION OF CONTRACT IN FULL OR IN PART

The contract shall be terminated without notice if any valid, authentic complaint received against the successful bidder regarding -

The contract shall be cancelled, if the successful H1 bidder

- a) Does not complete the work as per the program submitted by him and approved by the HMC Authority or
- b) being an individual or a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency, Act for the time being in force or may suffer any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for his creditor, or
- c) being a company, shall pass a resolution or the Court shall make an order for the liquidation of his assets or a receiver or a manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or a Manager, or
- d) shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days, or
- e) assign, transfer, sublets (engagement of labour on a piecework basis or labour with materials not to be incorporated in the work shall not be deemed to be subletting) or attempts to assign, transfer or sub-let the entire works or any portion thereof without the prior written approval or the HMC Authority,
- f) The HMC Authority may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the employer, by written notice, cancel the contract as a whole or only such items of work in default from the contract.
- g) The HMC Authority shall on such cancellation have powers to Take possession of the said structure and the bidder will have to surrender the premises to HMC.
- h) Though the rental period is for 05 years, review will be done after completion of each year by HMC & HMC will have the right to terminate the contract with prior notice of one month if HMC authority desires so after assessing their performance of previous year.

3. SCOPE OF THE WORK

- a. The successful H1 bidder will operate the 'Cold Storage' unit round the clock i.e. 24 hours, 365 days with 95% capacity.
- b. The successful H1 bidder shall bear the cost of maintenance for all types of equipment etc. for the Cold Storage.
- c. The successful H1 bidder shall bear the cost of Electricity Charges/Bills duly endorsed by Lighting Department of HMC of the said unit namely The successful H1 bidder
- d. The salary of all the Staff will have to be borne by The successful H1 bidder.
- e. The successful H1 bidder shall make all additional arrangements at his own expense for the safety of his machinery and staff working at the site, his machinery, personnel and also of the persons not connected with the work. He should properly guard centre to avoid any thefts, encroachments, accidents, etc. The HMC will not be responsible in any way to the acts or omission on the part of the H1Bidder shall be solely responsible for the safety of the premises including material, machinery, staff, etc. and any other things related to this work facility.
- f. The HMC will not bear any cost towards the operation, maintenance and running of the said staff and the employees at the Cold Storage will not get benefits of Municipal Service Regulations (MSR).
- g. The successful HI bidder is required to obtain all the permissions required to run the Cold Storage from various authorities i.e. State Govt., Central Govt. and other Semi-Govt. Agencies at their own cost.
- h. The successful H1 bidder will be required to set up Built Operate Transfer (Bot) of the Cold Storage as requirements of State & Central F.D.A.
- The said premises will be only used for the purpose of Cold Storage. In case of any default of the same, HMC will take action, as deemed fit and proper.
- It is expected that The successful H1 bidder will appoint qualified Engineers/Technicians etc. to run the said unit.
- k. The successful H1 bidder will indemnify the HMC for any eventualities/legal complications/disputes for running the said unit.
- The successful H1 bidder shall note that the premises including the structure is the property of HMC and no any claim, charge, lien, etc. be created for the said premises.
- m. All the issues related to Consumer Protection Act that shall arise will be handled by the the successful H1 bidder and in no way HMC shall be held responsible.
- n. Any type of fabrication of work within the premises if necessitated by the H1 Bidder without changing the structural orientation of the building is allowed subject to the approval of the authority. At the end of the contract, the entire area along addition and alteration (as per approved) to hand over to HMCin working condition.

Assistant Engineer (Market) Howrah Municipal Corporation