



West Bengal Housing Infrastructure Development Corporation Limited

(A Govt. of West Bengal Undertaking)

HIDCO BHABAN, Premises No.35-1111, Biswa Bangla Sarani, 3rd Rotary,
New Town, Kolkata-700156

Telephone No. (033) 2324-6037/38

e-mail: info@wbhidco.in website: www.wbidcoltd.com

No. 1912/HIDCO/NT/Admn-77/2016

Date: 23/07/2024

NOTICE INVITING EXPRESSION OF INTEREST FOR "ENGAGING AGENCY FOR OPERATING EXHIBITION OF REGULAR SHOWS OF CINEMA IN THREE MOVIE HALLS AT NAZRUL TIRTHA IN NEWTOWN"

INTRODUCTION : WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. (WBHIDCO), an enterprise under the Urban Development and Municipal Affairs Department, Govt. of West Bengal, invites offers from **eligible, reputed and resourceful agencies for operating exhibition of regular shows of cinema**, subject to issuance of License from Competent Authority in three movie halls at Nazrultirtha in New Town, Kolkata, on the basis of monthly minimum guarantee amount or 20% share of total movie ticket sales, whichever is higher.

The applicant agencies are advised to carefully read all the 'Terms & Conditions' contained in this EOI. They should particularly go through all the mandatory eligibility requirements. Agencies desirous of participating in the EOI should sent an email in the e-mailed ID hidcokiosk@wbhidco.in mentioning their interest for taking the space on rent along with the requisite documents as mentioned in this EOI (Refer to clause 8). The detailed EOI document is available at <https://www.wbidcoltd.com>.

Applications submitted by the intending agency will be evaluated as per norms laid down in this regard. WBHIDCO Ltd. reserves the right to accept / reject any or all offers at its sole discretion without assigning any reason whatsoever and the same will be binding on the Applicants.

Schedule of Dates

Sl. No.	Activity	Date & Time
1	EOI Notice Publication Date	23/07/2024 : 5.00 P.M.
2	Pre-bid meeting Date	30/07/2024 : 2.00 P.M.
3	EOI Submission Start Date	24/07/2024 : 10.00 A.M.
4	EOI Submission End Date	14/08/2024 : 5.00 P.M.
5	Date of opening of Financial Bid in terms of clause 4	To be notified


23/7/2024
GENERAL MANAGER (ADMIN.)
WBHIDCO LTD.

1. SCOPE OF WORK

WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. (WBHIDCO), an enterprise under the Urban Development and Municipal Affairs Department, Govt. of West Bengal, invites offers from **eligible, reputed and resourceful agencies for operating three movie halls situated at Nazrultirtha at New Town, Kolkata, on regular basis subject to issuance of License from Competent Authority, on the basis of monthly minimum guarantee amount or 20% share of total movie ticket sales, whichever is higher. The three halls have 425, 100 and 50 seat capacity with fully equipped projection and audio systems, hardware and software for operation with two projection rooms and one store room in the ground floor, 2nd floor and terrace. Also, a Box office, electrical panel room and Auto Genset available in the back side of ground floor.**

2. TERMS AND CONDITIONS

- i.** Expression of Interest is being invited for getting possession on the basis of minimum guarantee amount or 20% share of total movie ticket sales, whichever is higher as per the schedule of property under clause 2 of the EOI. WBHIDCO, however, reserves the right to cancel the EOI at any stage prior to the signing of the agreement. WBHIDCO shall not be liable to pay any compensation to any agency for any loss that they may incur due to such cancellation.
- ii.** This EOI is governed by the TERMS & CONDITIONS as contained herein.
- iii.** The tenure of operation will be initially for 3 (three) years. The selected Agency will have to enter into an agreement of three years with WBHIDCO Ltd. within 15 (Fifteen) days from the date of receipt of LOA and it may further be extended, if considered satisfactory by the WBHIDCO authorities.
- iv.** All firefighting arrangements and periodic maintenance in the premises will be done by the WBHIDCO at their cost.
- v.** AGENCY will have to pay the electricity consumption bill for their part of the area to the WBHIDCO every month as per the readings of installed electricity sub meter.
- vi.** Infrastructural and major civil work of the area provided to the AGENCY for cinema shows will be maintained by WBHIDCO on request of AGENCY during the period of contract period. While the regular cleaning, maintenance and all minor repair works of civil and electrical nature would be done by the AGENCY under intimation to WBHIDCO.
- vii.** Cleaning of the inside and outside of the three movie halls including the adjacent washrooms during and after cinema show will be done by the AGENCY by his own engaged manpower and cost of these manpower will be borne by the AGENCY.



- viii. No structural changes could be done by the AGENCY during the period of agreement. For any necessary changes AGENCY may request to the WBHIDCO but it will be the sole discretion of the WBHIDCO only to approve it or not.
- ix. For any sort of new business activities beyond regular cinema show it will be mandatory to have a mutual discussion among WBHIDCO and AGENCY to agree the decision for implementation.
- x. The distributor agreements and payment liabilities belong to AGENCY and WBHIDCO shall not be liable for any negotiation and payment related issue with distributors. The distributor will raise the invoice to AGENCY only.
- xi. The rates for regular cinema tickets will be decided by the AGENCY as per the terms with distributors and audience response of the cinema shows and may be changed on weekend and week days basis as per the requirement.
- xii. The WBHIDCO has made additional arrangement of on-line booking through 'Book My Show' that the AGENCY can use for sale of tickets without any additional cost.
- xiii. The Goods and Service Taxes GST (as applicable in different slab of tickets rates) will be deducted from the Gross amount of the ticket and it would deposit every month by AGENCY and after submission a copy of all GST submission should be given to the WBHIDCO for their record.
- xiv. The AGENCY will pay the minimum guarantee amount as per their offered price or 20% share of total movie ticket sales whichever is higher every month according to "**clause 4 of this notice inviting EoI**" below from all sources of income for the three screens plus applicable GST on presentation of invoice from WBHIDCO before 10th of every month for 36-months from the date this agreement will be executed.
- xv. Any delay or deviation in the payment for consecutive three months may lead to termination of this agreement and forfeiture of the security deposit.
- xvi. A Refundable advance security deposit of **Rs. 10,00,000/- (ten lakh only)** through a Demand Draft or NEFT is to be deposited prior to signing of the License Agreement with the selected AGENCY.
- xvii. This Refundable Security deposit kept with WBHIDCO may also be used to compensate any incidental or intentional damage caused to the property by the AGENCY during the contract period. On completion or termination of the contract period the WBHIDCO will refund the Security Deposit amount without interest.
- xviii. The AGENCY will engage his own Cleaners, Counter men, Ushers, Point men, Operator & other manpower as required and cost of this manpower will be borne by the AGENCY.

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- xix.** A set of necessary equipment and technical aspects required for screening of films has already been installed by the WBHIDCO, which may be used by the Agency. For operation of the equipment, the required manpower has to be obtained by the AGENCY at his own cost.
- xx.** The AGENCY may install upgraded projector, sound system and its ancillaries at Nazrultirtha Cinema at its own cost for screening regular cinema and at the end of the terms of this agreement AGENCY will have to remove those projector, Sound System and other ancillaries.
- xxi.** No kind of publicity and public information regarding exhibition of regular cinema shows will be done by the WBHIDCO. It will be exclusively done by the AGENCY during the cinema shows or in the premises of cinema. AGENCY will be allowed to raise infrastructure (standees, backlit boards etc) at designated places only. WBHIDCO will provide permission and NOC for this purpose but the revenue earn through the advertisement will be added to the total collection.
- xxii.** The WBHIDCO will be entitled to use ten seats in Hall-I, five seats in Hall-II and two seats in Hall-III during any shows for his guests all time.
- xxiii.** No Sub-agency / Sub-leasing / Sub-renting of the Nazrultirtha Cinema regular show operation will be allowed under any circumstances whatsoever. The agreement will stand cancelled on detection of such circumstance.
- xxiv.** EOI opening time and other dates & times mentioned in the EOI document may be treated as (IST) Indian Standard Time only.
- xxv.** WBHIDCO, however, reserves the right to accept/reject any or all of the Bids without assigning any reasons thereof and the decision of WBHIDCO would be final and binding upon the Agencies.
- xxvi.** The agencies who have either been blacklisted from participation in any tender/quotation of HIDCO/NKDA/any office/organization earlier or have record of defaulted in payment of rent to HIDCO/NKDA are not eligible to apply.
- xxvii.** The agencies who have been disqualified from running their business earlier at HIDCO / NKDA allotted space due to non-observance of required terms and conditions and whose letter of allotment/acceptance has been cancelled by the Competent Authority, are not eligible to apply.
- xxviii.** The entire arrangement should be made in a pollution free manner. In case of any deviation, the contract shall be liable to be cancelled.
- xxix.** The waste materials generated out of the running of the three movie halls will be handled by the agency as per rules and guidance of New Town Kolkata Development Authority (NKDA) for collection by their solid waste management staff from a particular point as decided by the NKDA. NKDA will clear and replace the waste bins from time to time in normal way. But, if required, the agency may keep separate waste bins to


23/7/24

store the garbage at their own arrangement and no littering will be allowed under any circumstances. The agency will be responsible for elimination of the littering and penalty will be imposed for such deviation. WBHIDCO Authority reserves the right to cancel the rent agreement in such cases.

- xxx. The selected agency shall be bound to comply with the requisition and direction of the WBHIDCO's authorized representative(s).
- xxxii. The agency will be responsible for maintaining high standards of hygiene and cleanliness in the movie halls and for full observance of all relevant regulations of Government / WBHIDCO authority. The agency shall ensure that staff engaged for the purpose is well trained, polite, and free from communicable diseases. The staff should be well dressed in a uniform whose design shall have prior approval of the WBHIDCO authority or his authorized representative(s). Each employee shall wear a photo identity card provided by the agency and approved by WBHIDCO.
- xxxiii. 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. WBHIDCO authority or his authorized representatives will have no liabilities whatsoever with regard to such statutory compliances and payments.
- xxxiiii. WBHIDCO Ltd. reserves the right to accept or reject any offer without assigning any reason whatsoever. In case of cancellation, no liability will be incurred by WBHIDCO Ltd.
- xxxv. The payment of minimum guarantee amount or 20% share of total movie ticket sales, whichever is higher will have to be paid on monthly basis. This fee is payable from the date of receiving of possession of the space or from the date of execution of agreement whichever is earlier.
- xxxvi. Before submitting any offer, the intending Agencies should make themselves acquainted thoroughly with the prevailing local conditions by way of actual inspection of the site and no claim whatsoever will be entertained after finalization of the bid. **For this purpose, Shri Sukalpa Mallick, Asst. Curator, Nazrultirtha may be contacted on all days except Monday at 98043 66021.**
- xxxvii. The agreement can be terminated in case of irregularities/ under-performance/ non-payment of minimum guarantee amount or 20% share of total movie ticket sales, whichever is higher every month/suppression of facts by giving a written notice of one month.
- xxxviii. Venue of Pre-bid meeting will be Conference Hall at 3rd floor of our office (HIDCO BHABAN , Premise No. 35-1111, Biswa Bangla Sarani, 3rd Rotary, New Town, Kolkata - 700156).
- xxxix. WBHIDCO Ltd. reserves the right to modify / waive off any terms and conditions of this notice in the interest of public service.

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xxxix. The applicant will have to deposit the amount stated in the invoice within 10 days of receipt of the same. Failing which the applicant will have to pay a delay payment charge (DPC) @12.5% per annum on the outstanding amount.

xl. **It is to be categorically noted that the applicant cannot use the corridor(s) outside these 3 (three) cinema screens for any commercial purposes, where 2 (two) no. of food stalls operated by Café Ekante are located, except space for placing stands for advertisement of movies.**

xli. WBHIDCO Ltd. may resume possession of these 3 (three) cinema halls on the basis of an advance notice of 15 (fifteen) days for any public purpose for short durations. In these durations, the agency will have not to pay any charges to WBHIDCO Ltd. Moreover, WBHIDCO Ltd. shall pay the operational expenses related with salary/wages of staff engaged by agency for exhibiting cinema shows only, for these durations.

3. DETAILS OF PROPERTY

Sl. No.	Space name	Location	Area
1	NAZRULTIRTHA HALL -I	Inside Nazrul Tirtha, Ground Floor	Air-Conditioned 425 seat hall area measuring 11,770.40 sq.ft.
2	NAZRULTIRTHA HALL -II	Inside Nazrul Tirtha, Second Floor	Air-Conditioned 100 seat hall area measuring 2340.20 sq.ft.
3	NAZRULTIRTHA HALL -III	Inside Nazrul Tirtha, Second Floor	Air-Conditioned 50 seat hall area measuring 2089.74 sq.ft.

4. MINIMUM GUARANTEE AMOUNT

Location	Minimum Guarantee Amount per Month
Nazrultirtha Hall-I	To be offered by the applicant
Nazrultirtha Hall-II	
Nazrultirtha Hall-III	

The minimum guarantee amount to be quoted **should be more than Rs.6,73,488/- per month** for all three Halls.

5. Earnest Money Deposit (EMD)

Submission of **EMD amounting Rs. 1,00,000.00 (Rupees one lakh only)** should be in favour of WBHIDCO LTD., KOLKATA only through RTGS/NEFT in the WBHIDCO's Bank Account in Union Bank of India, Salt Lake City Branch. **EMD in form of DD/PO/IMPS shall not be accepted.**

BANK ACCOUNT PARTICULARS FOR EMD PAYMENT :

1)	Account Name	West Bengal Housing Infrastructure Development Corporation Ltd.
2)	Bank & branch name	Union Bank of India, Salt Lake City Branch
3)	IFS Code	UBIN0810231
4)	Account number	102311011000134

6. Submission procedure

All interested agencies are requested to e-mail their Expression of Interest on their official stationery under the signature and seal of their authorized signatory with a copy of proof of successful deposit of earnest money along with the copy of eligibility documents in .pdf format (mentioned in clause 9 of the notice inviting EOI) in the email ID: hidcokiosk@wbhidco.in from the EOI submission start date.

For quoting minimum guarantee amount (mentioned in clause 4 of the notice inviting EOI), the applicants are requested to quote the same on their official stationery under the signature and seal of their authorized signatory. This document shall thereafter be converted into a password protected .pdf file. Applicant may either e-mail the password to open this password protected .pdf file, after the last date of submission of EoI or their authorized signatory may themselves open this password protected file in presence other interested applicants and submit the physical copy to WBHIDCO authorities, on the date notified later for opening of Financial Bid.

The last date for submission of the application is 5 P.M. on 14/08/2024. The interested agencies are requested to mention **"EXPRESSION OF INTEREST FOR "ENGAGING AGENCY FOR OPERATING EXHIBITION OF REGULAR SHOWS OF CINEMA IN THREE MOVIE HALLS AT NAZRUL TIRTHA IN NEWTOWN"** as the subject of the email.

The Hard copies of the proposal documents along with original EMD to be submitted within 7 days from the date of submission of application.

A handwritten signature in blue ink, followed by the date 23/08/24.

7. Evaluation procedure

Upon receipt of applications from various interested agencies, WBHIDCO will verify all the credentials submitted by them (only the computer-shown receiving time would be considered). Selection of the agencies will primarily be done on the basis of highest 'Minimum Guarantee Amount offered per month', from the applicants which will qualify the eligibility criteria given at clause 9 of this notice inviting EOI.

Successful applicant will be the one who will offer highest "Minimum Guarantee Amount" per month for the above mentioned three (3) movie halls.

8. CONTACT PERSON OF WBHIDCO

General Manager (Administration)
WBHIDCO Limited, HIDCO Bhaban,
35-1111, Biswa Bangia Sarani, 3rd Rotary,
New Town, Kolkata-700156
Telephone: 033-23246010, Email: gm.admin@wbhidco.in

9. ELIGIBILITY CONDITIONS FOR PARTICIPATING APPLICANTS

Only companies having license/permission as well as experience of more than five (5) years in running cinema exhibition business and having an annual turn-over of minimum 5 (five) crore for last three financial years are eligible to apply.

- a) The applicant should be a registered Indian Company under "The Company Act, 1956/2013"/ Partnership firm/LLP/proprietary firm.
- b) PAN Card, GST Number, Income Tax Return Acknowledgement Receipt for the last 03 (Three) Assessment years (AY 2023, 2024, 2025), up to date Professional tax Deposit Challan.
- c) Registered Partnership Deed for Partnership Firms only along with Power of Attorney since executed under any Judicial Magistrate/First Class Magistrate is to be submitted. The company shall furnish the Article of Association and Memorandum as non-statutory documents.
- d) Three consecutive years' (2021-22, 2022-23, 2023-24) Audited Accounts along with Balance Sheets to be submitted along with EoI documents.
- e) Copy of Trade license issued by local body/ document of registration as proof of local presence.
- f) The applicant must be registered in India with an experience of working in India for at least 5 (five) years. Document of Incorporation of the company and registration certificate is required to be uploaded.

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- g) The applicant should not have in the past 3 years, preceding the due date of this proposal, been expelled from any project or contract by any government in India. A self-declaration by the applicant may be submitted in this regard in the form of an affidavit sworn before a competent authority.
- h) All above mentioned documents, if not mentioned elsewhere, need to be uploaded in the technical Proposal.

These documents along with relevant credentials supporting the above-mentioned criteria and the scanned copy of the PAYMENT PARTICULARS are to be mailed by the applicant at hidcokiosk@wbhidco.in before 14/08/2024 (5.00 P.M.).

The documents in hard copy need to be submitted as specified in the EOI document.

10. SITE INSPECTION

All intending applicants are advised to visit the site and inspect the status of the premises including the infrastructure at their own cost, before applying. **For this purpose, Shri Sukalpa Mallick, Asst. Curator, Nazrultirtha may be contacted on all days except Monday at 98043 66021.**

11. FORFEITURE OF EARNEST MONEY DEPOSIT (EMD)

In case the submitted documents are found false, their offer would stand cancelled, and the Earnest Money Deposit will automatically stand forfeited. In addition to such forfeiture as stated above the defaulting Agency may not be allowed to take part in any of the bids which may be held by WBHIDCO in future.

12. PAYMENT SCHEDULE

Selected agency on signing of agreement will need to pay the minimum guarantee amount or 20% share of total movie ticket sales, whichever is higher within 10 days of issue of the invoice.

13. OBSERVANCE OF ACTS, RULES & REGULATIONS OF NEW TOWN

All successful applicants will have to abide by the Acts, Rules and Regulations framed/ to be framed from time to time by the Government of West Bengal or any subsidiary authority.

If any dispute/ difference arises relating to allotment, the decision of the authority of WBHIDCO shall be final and binding upon all. Any dispute arising in respect of it shall be subject to the exclusive jurisdiction of the Kolkata High court.


GENERAL MANAGER (ADMIN.)
WBHIDCO LTD.