



PHONE

2252-6499
2252-4879
2252-0519
2252-1659
2252-6450**WEST BENGAL ESSENTIAL COMMODITIES SUPPLY CORPORATION LTD.**

(A GOVERNMENT OF WEST BENGAL UNDERTAKING)

11-A, Mirza Ghalib Street, Kolkata - 700 087Memo No. *ECSC/EORPP/89*Date *30/11/23***NOTICE INVITING E-TENDER NO. *ECSC/EORPP/89***

(Submission of Bid through online)

For

Using and Occupying Godown under the possession of WBECSCL Ltd. at Lake Gardens Complex for storing Food or Non Food Items/ Packaged Food materials/ Agricultural produce.

Sl No	Name of the work	Location of the Godown	Estimated Reserve Price per sq. ft. (excluding GST)	Earnest Money	Area of Godown (sq. ft.)
1	Using and Occupying Godown under the possession of WBECSCL Ltd. at Lake Gardens Complex at RCC Godown No. 1	Lake Garden Godown Complex, 76, Deodhar Rahaman Road, Kolkata - 700033.	Rs. 90/-	30,000/-	3850
2	Using and Occupying Godown under the possession of WBECSCL Ltd. at Lake Gardens Complex at RCC Godown No. 2		Rs. 90/-	30,000/-	3850
3	Using and Occupying Godown under the possession of WBECSCL Ltd. at Lake Gardens Complex at RCC Godown No. 4		Rs.90/-	30,000/-	3850
4	Using and Occupying Godown under the possession of WBECSCL Ltd. at Lake Gardens Complex at RCC Godown No. 5		Rs. 90/-	30,000/-	3850



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INVITATION OF TENDER AND INSPECTION TO TENDERS FOR USING & OCCUPYING
GODOWNS UNDER POSSESSION OF THE CORPORATION LOCATED AT
LAKE GARDENS GODOWN COMPLEX FOR STORING FOOD OR NON FOOD ITEMS/
PACKAGED FOOD MATERIALS/ AGRICULTURAL PRODUCE.

Tender Serial No. ECSC/EORPP/89

A. Intending Tenderer may download the Tender document from the website <https://wbtenders.govin> directly with the help of Digital Signature Certificate.

B. Reserve price of all the Godowns at Lake Gardens Complex mentioned herein shall be Rs. 90/- (Ninty) per sq. ft. per month. Any rate quoted below the Reserve price by the Tenderer will be rejected by WBECSCLtd.

The successful Tenderer shall be bound to the Principal and/or LICENSOR or any officer acting on his behalf. The term “Principal and / or LICENSOR” shall mean and include the MANAGING DIRECTOR of the WBECSCLtd.

Here the WBECSCLtd. shall be referred to as “LICENSOR” and the successful Tenderer shall be referred to as “LICENSEE”.

The LICENSOR shall allow the LICENSEE to use and occupy the Godown space stated herein below on “Leave & License” basis.

Sl. No.	Location of the Godown	Number of available Godown to be let out	Area of Godown (In Sq. Ft.)
01.	Lake Garden Godown Complex, 76, Deodhar Rahaman Road, Kolkata – 700033.	4(Four)	RCC Godown No. 1-3850 sq. ft. (approx.)
			RCC Godown No. 2-3850 sq. ft. (approx.)
			RCC Godown No. 4-3850 sq. ft. (approx.)
			RCC Godown No. 5-3850 sq. ft. (approx.)

The Godown spaces stated above are for storage of food or non food items/ packaged food materials/ agricultural produce/. The monthly license fees and / or premium will be payable to the M.D, WBECSCLtd. in the form of NEFT/RTGS in favour of “WBECSCLtd.” against proper receipts to be issued by the Corporation. The monthly license fees and/or premium will be paid by the Licensee

according to the rate to be accepted by the Corporation / Licensor 1st week of the month otherwise late fee will be charged @1% of the monthly Licensee fee per day.



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The Licensee shall be allowed to occupy and use the said Godown space on the following terms and conditions which will be included in the Agreement for leave and license to be executed by and between the Licensor and the successful Tenderer as Licensee.

1. The Licensee shall not make any material alteration to the property except to repairing work only. The said construction will be removed by the Licensee at his own cost while vacating the hired space. Any damage caused to the building for this work will be made good / repaired at Licensee's own cost before handing back the Godown to the Godown Owner / Licensor.
2. The Licensee shall use the property as Godown and shall not sublet or assign or encumber in any manner whatsoever the whole or any portion thereof, nor carry any trade or business or store any corrosive, inflammable substance etc.
3. The License hereby created shall be valid for a period of 11 (eleven) months only. Thereafter the License may be renewed or created afresh on mutual consent in writing to such effect. The License fee will be increased by 5% of basic rent at the end of every 11 months or as may be decided by the Authority of WBECSCL Ltd. The rent is to be assessed afresh after every block of five years.
4. If the internal and external part of the godown would be damaged by the Licensee during the tenancy, the Licensee will be liable to repair it at his own expense. Otherwise, the same amount will be deducted from the Security Deposit paid by the Licensee.
5. If the Licensee neglects to pay the rent or otherwise commits any breach of terms / conditions or in case of any other exigencies, the Godown owner / Licensor may terminate the Leave & License Agreement hereby created and may require the Licensee to vacate the said Godown and hand over the khas, vacant the peaceful possession thereof within a stipulated period. It is further agreed that if the Licensee forcefully or illegally continues to be in possession of the said Godown, even after termination of the license period; the Licensee shall be liable to pay occupational charges per day to the Licensor at a rate that may be stipulated in the Leave and License Agreement.
6. The Leave and License hereby created may be terminated by either of the parties by serving one month's written notice upon the other party.
7. The licensed Godown shall be adequately covered by fire insurance and other preventive measures with adequate fire extinguishers at the cost of the Licensee.
8. The Licensee shall bear the cost of electric consumption charges every month and shall pay the electricity bills regularly. Otherwise, penalty will be charged as per Terms and Conditions of CESC Ltd. It is categorically clarified that the Agreement for Leave and License to be executed with successful Tenderer shall never be deemed or construed to be a Tenancy Agreement under the provisions of the West Bengal Premises Tenancy Act and any dispute arising out of the same shall be governed and construed in accordance with the provisions of The Transfer of Property Act.
9. The Licensee shall take all precaution to protect the commodities from any sort of damage or pilferage.
10. The Licensee shall engage guards in the Godown at his own cost, to protect the stored goods.
11. The Licensee shall abide by all the instructions issued by the Godown Owner / Licensor from time to time.



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12. The Licensee shall keep the godown in good condition and shall not cause any nuisance and shall refrain from any act which might be objectionable to the neighbours and for this purpose Licensor shall have right to enter and inspect the premise anytime.
13. The Licensee shall not carry any illegal business or activities nor shall store any prohibited articles or commodities which could damage the godown and shall strictly observe rules & guidelines of Municipal Corporation, Police Department and other extant laws of Government of West Bengal and Govt of India.

Eligibility Criteria for participation in the Tender:

- i) All intending Bidders are required to produce
 - A. PAN Card issued by Income Tax Department,
 - B. Up-to-date Trade License for same type of work,
 - C. Professional Tax enrolment certificate,
 - D. P.Tax Payment certificate of current year,
 - E. GST related documents like GST registration certificate, last month's/quarter's return etc. under GST Acts in force for the year as applicable.
 - F. Bidders are requested to provide GST registration certificate mentioning similar nature of work details.
 - G. Last 3 (Three) year's Income Tax Return (F.Y. 2020-21, F.Y. 2021-22 & F.Y. 2022-23)
 - H. Registered Partnership Deed along with the registered Power of Attorney should be furnished for Partnership Firm.
 - I. Bidders are instructed to provide a declaration about the materials which will be stored in the Godowns while participating in the Tender. Materials stored by the bidders should be non-flammable and non-toxic items. Declaration of the same to be annexed as per Annexure-1
- ii) Neither prospective Tenderer nor any of the constituent partners should have been barred to participate in any Tender by any department of Govt. of W.B. during the last 5 (five) years prior to the date of this NIT. Such debarring will be considered as disqualification towards eligibility. (A declaration in this respect has to be furnished by the prospective bidders as per prescribed format). As per annexure -2.

Instruction to be followed for submitting the Tender are set out below:

1. **The information about Tenderers-** The Tenderers must furnish full, precise and accurate details in respect of information of Tenderer.
2. **Signing of Tender** - Person or persons signing the Tender shall disclose the locus standi for signing the Tender i.e., whether he is/they are a Secretary/Manager/Director etc. of the organization of duly authorized by the Secretary/Manager/Director etc. or the organization.



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3. Earnest Money - Each Tender must be accompanied by an Earnest Money of Rs. 30,000/- (Thirty thousand) only for each Godown through WB E-TENDER portal only. Guideline as issued vide Finance Department, Government of West Bengal Memo no: 3975F(Y) Dt: - 28-07-2016 may be referred for payment of Earnest Money. Earnest Money shall be forfeited if any successful Tenderer is reluctant to take accept or deposit security money within the stipulated period.

4. Security Deposit - The Successful Tenderer shall furnish within a week of the acceptance of his tender an interest free Security Deposit amounting to or equivalent of 6(Six) months License fees (including GST as applicable) and deposit the amount through NEFT/ RTGS in the below mentioned account details.

Beneficiary – WBECSCL Ltd.

Bank Account – 0093000109114712

Punjab National Bank, New Market Branch.

IFSC Code – PUNB0009300.

The Security Deposit shall be returned at the time of vacating the Godown only if there is no liability on the part of the Licensee after deduction of damages, if any.

5. Mode of Payment of the monthly Licensee fee - The monthly license fees and / or premium (including GST as applicable) will be payable to the M.D, WBECSCL Ltd. in the form of NEFT/RTGS in favour of “WBECSCL Ltd.” against proper receipts to be issued by the Corporation in advance. The monthly license fees and/or premium (including GST as applicable) will be paid by the Licensee according to the rate to be accepted by the Corporation / Licensor 1st week of the month otherwise late fee will be charged @1% of the monthly Licensee fee (including GST as applicable) per day.

6. Execution of Contract/Agreement - The successful Tenderer shall execute a separate “Agreement for Leave & License” with the Corporation while depositing the aforesaid security.

7. Mode of Selection: The one who quotes the highest rate (H1), will be selected in the tender process.

8. Document to be attached to the Tender –

- i. Income Tax clearance certificate. (In case of Public Corporation & Private Parties)
- ii. Audited balance sheet of the past 3 years of the business (s) of the Tender must also be attached with Tender. (In case of Public Corporation & Private Parties)
- iii. Trade License & P. Tax Certificate.
- iv. Affidavit to the effect that the firm has not been convicted by any Court of Law/Charge Sheet by the Court.
- v. Partnership deed in case of Partnership firm.
- vi. GST Registration Certificate & up to date GST Return.
- vii. Declaration may be made in the form of Affidavit about the materials which will be stored in the Godowns.

9. Work order/ License will be issued after getting approval from the competent authority.



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10. Bid shall remain valid for a period not less than 120 (one hundred twenty) days after the last date for financial bid submission. Bid validity for a shorter period shall be rejected by the Tender Accepting Authority as nonresponsive.

11. If any Tenderer withdraws his offer before Bid validity period without giving any satisfactory explanation for such withdrawal, he may be disqualified from submitting the Tender to this Corporation for a minimum period of 1 (one) year and legal action will be taken against him.

12. The Tenderer, at the Tenderer's own responsibility and risk may visit and examine the sites of work and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for the work as mentioned in the Notice Inviting Tender. The cost of visiting the site shall be at the Tenderer's own expense.

13. The intending Tenderers shall clearly understand that whatever may be the outcome of the present Invitation of Tender, no cost of Tendering shall be reimbursable by the Corporation. The Managing Director, WBECS Ltd, 11-A, Mirza Ghalib Street, reserves the right to reject any Tender and/or all Tenders without assigning any reason whatsoever and is not liable for any cost that might have incurred by any Tenderer at any stage of Tendering.

14. The **FINANCIAL OFFER** of the prospective Tenderers will be considered only if the Tenderer qualifies in the Technical Bid. The decision of the **Tender Inviting Authority** will be final and binding on all concerned and no challenge against such decision will be entertained. The list of Qualified Bidders will be displayed in the website on the scheduled date and time.

15. Date & Time Schedule online through the website www.wbtenders.gov.in

Sl. No	Particulars	Date & Time	
1.	Date of Publishing of e-NIT	04/12/2023 at 3.00PM	
2.	Date for downloading of Tender Documents	Start	04/12/2023 at 3.00PM
		End	25/12/2023 at 3.00PM
3.	Date of Submission of Tender	Start	04/12/2023 at 3.00PM
		End	25/12/2023 at 3.00PM
4.	Date, Time & Place of Opening of Technical Bid	27/12/2023 at 3.00PM PM, HQ, WBECS Ltd.	



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- (i) If the dates fall on holidays or on days of bandh or natural calamity or any other days of unusual circumstances etc. the dates will be deferred for the two next working days.
- (ii) List for Technically Qualified Bidder (Online): TO BE UPLOADED LATER.
- (iii) Date and place for opening of Financial Proposal (Online): TO BE NOTIFIED LATER.
- (iv) Corrigendum/Addendum will be uploaded in the above website only

16. The Tenderer should mention their mobile number clearly along with valid e-mail ID in the application form.

17. WBECSCL Ltd. will not be responsible for any loss/damage of stored materials in the Godown in case of fire/theft/burglary etc.

18. Arbitration:

Save and except the specific provisions contained in this Tender document, all disputes and differences arising out of or in any way touching or connecting this Tender shall be referred to Arbitration of any person appointed by the Managing Director, WBECSCL Ltd. There will be no objection to any such appointment that the person appointed is or was an employee of the State Government. The Award of such Arbitrator shall be final and binding on the parties participating in this Tender. It is a term of this Tender that in the event of such Arbitrator to whom the matter is originally referred to is transferred or has vacated his Office or dead or is unable to act then in such a case the Managing Director, WBECSCL Ltd. at the time of such transfer, vacation of office, death or inability to act shall appoint another person to act as Arbitrator. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed as aforesaid shall act as Arbitrator. Provided further that any demand for Arbitration in respect of any claim(s) of the participant in the Tender shall be in writing and made within one month of the date of Opening of this Tender.

19. The Corporation reserves the right to reject, modify any of the term and condition of the Tender without assigning any reason whatsoever.

Managing Director
WBECSCL Ltd.



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11-A, Mirza Ghalib Street, Kolkata – 700 087

To
Managing Director
WBECSC Ltd.
11-A, Mirza Ghalib Street,
Kolkata – 700 087.

Dear Sir,

I/We submit the scaled Tender of hiring of Godown under the possession of the Corporation located at Lake Gardens Godown Complex (Strikeout which is not necessary).

1. I/We have thoroughly examined and understood instruction to Tenderers. Terms and Condition of contract given in the instruction to the Tenderer and those contained in the general conditions of contract and agree to abide by them. I/We offer to work at the rate(s).
- 2.

Sl. No.	Location of the Godown	Number of Godown to be hired	Covered Area to be taken	Rate per square feet(Excluding GST)	Total Earnest Money Deposited
1	Lake Garden Godown Complex, 76, Deodhar Rahaman Road, Kolkata 700033				

3. I/We agree to keep the offer open for acceptance up to
..... and to extend said date by fifteen days in case it is so decided by the principal. I/We shall be bound by communication of acceptance of the offer and I/We also agree that if the date upto which the offer would remain open be declared a holiday by the principle, the offer will remain open for acceptance till the next working day.

4. RTGS/NEFT/Net-Banking Transaction No. Dated
..... on for Rs. /- is placed
as earnest money.



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In the event of my/our Tender being accepted, I/We agree to furnish a security deposit amounting to 6(Six) months rent as indicated.

5. I/We do hereby declare that the entries made in the Tender and appendices/schedules are enclosed along with the Tender no.
Dated..... duly filed and signed.

- a) Document I – Income Tax Clearance Certificate. (For Public Corporation and private Parties)
- b) Document II – Audited balance sheet of last 3 years business(s). (For Public Corporation and private Parties)
- c) Document III – document showing experience and credentials.
- d) Document IV – Trade License for the items /goods which the bidder intends to keep in the godowns.
- e) Document V – Profession Tax
- f) Document VI – Affidavit to the effect that the firm has not been convicted by any Court of Law/Charge-sheeted the court.
- g) Document VII – Partnership deed in case of Partnership-Firm.
- h) Document VIII- Annexure-1
- i) Document IX- Annexure-2

Name(s) and Address of the Proprietor/
Partners/Directors.

Yours Faithfully,

(Signature of Tenderer)

(Capacity in which Signing)

Tender No.:

Date:

- 1) Name of Tenderer :
- 2) Address of the Organization :
- 3) Telephone No. :
- 4) Email ID (valid) :



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Annexture -1

To
Managing Director
WBECS Ltd.
11-A, Mirza Ghalib Street,
Kolkata – 700 087.

Dear Sir,

I am hereby declared that the materials to be stored in the Godown shall be non-toxic and non-flammable in nature.

Yours Faithfully,

(Signature of Tenderer)

Name of Tenderer :
Address of the Organization :
Telephone No. :
Email ID (valid)



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Annexure -2

To
Managing Director
WBECS Ltd.
11-A, Mirza Ghalib Street,
Kolkata – 700 087.

Dear Sir,

I am hereby declared that neither I nor my partners should have been barred to participate in any Tender by any department of Govt. of W.B. during the last 5 (five) years prior to the date of this NIT.

Yours Faithfully,

(Signature of Tenderer)

Name of Tenderer :
Address of the Organization :
Telephone No. :
Email ID (valid) :