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WEST BENGAL ESSENTIAL COMMODITIES SUPPLY CORPORATION LTD.

Memo No. ECS e/EORPP/24-25/75

NOTICE INVITING E-TENDER NO.

(Submission of Bid through online)

Godown available on Rental Basis under the possession of WBECSC Ltd. at 76, Dr. Deodhar Rahaman Road, Lake Gardens, Kolkata-700033 .

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 WBECS Ltd. at Lake Gardens Complex at RCC Godown No. 1	Lake Garden Godown Complex, 76, Deodhar Rahaman Road, Kolkata – 700033.	Rs. 36/-	33,000/-	3850
2	Using and Occupying Godown under the possession of WBECS Ltd. at Lake Gardens Complex at RCC Godown No. 2		Rs. 36/-	33,000/-	3850
3	Using and Occupying Godown under the possession of WBECS Ltd. at Lake Gardens Complex at RCC Godown No. 4		Rs.36/-	33,000/-	3850
4	Using and Occupying Godown under the possession of WBECS Ltd. at Lake Gardens Complex at RCC Godown No. 5		Rs. 36/-	33,000/-	3850



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WEST BENGAL ESSENTIAL COMMODITIES SUPPLY CORPORATION LTD.
(A GOVERNMENT OF WEST BENGAL UNDERTAKING)

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

INVITATION OF TENDER AND INSPECTION TO TENDERS FOR Godown available on Rental Basis under the possession of WBECSCL Ltd. at 76, Dr. Deodhar Rahaman Road, Lake Gardens, Kolkata-700033 .

Tender Serial No. ECSC/EORPP/

A. Intending Tenderer may download the Tender document from the website <https://wbtenders.govin> directly.

B. Reserve price of all the Godowns at Lake Gardens Complex mentioned herein shall be Rs. 36/- (Rupees Thirty Six) only excluding GST per sq. ft. per month. Any rate quoted below the Reserve price by the Tenderer may be rejected by WBECSCL Ltd. herein/after referred to as the said Corporation.

The successful Tenderer shall be bound to the Principal and/or LICENSOR or any Officer acting for and on his behalf. The term "Principal and / or LICENSOR" shall mean and include the MANAGING DIRECTOR of WBECSCL Ltd.

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 monthly License Fees and / or premium will be payable to the Managing Director, WBECSCL Ltd. by the Licensee in the form of NEFT/RTGS in favour of "WBECSCL Ltd." against proper receipts to be issued by the Corporation according to the rate to be accepted by the Corporation / Licensor in the 1st week of every month failing which late fee will be charged @1% of the monthly Licensee fee per day.

The Licensee shall be allowed to occupy and use the said Godown space upon the following terms and conditions which will be included in the Agreement for Leave and License to be executed by and between the Licensor WBECSCL Ltd. and the successful Tenderer as Licensee.



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1. The Licensee shall not make any material alteration to the property except repairing work only. Any damage caused to the building during occupancy will be made good / repaired at the Licensee's own cost before handing back the Godown to the Godown Owner / Licensors (WBECSCL Ltd.).
2. The Licensee shall use the property as Godown and shall neither sublet or assign or encumber the same in any manner whatsoever for either the whole or any portion thereof, nor carry on 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 from the date of occupation. Thereafter the License may be renewed or created afresh on mutual consent in writing of the above term to such effect. The License Fee will be increased by 5% at the end of every 11 months or as may be decided by the Authority of WBECSCL Ltd. as deemed fit and proper.
4. If the Licensee causes any internal and external part of the godown, during the said period, the Licensee will be liable to repair it at his own expense, failing which, the amount spent for such repair work will be deducted from the Security Deposit paid by the Licensee.
5. If the Licensee neglects and/or fails to pay the rent or otherwise commits any breach of any of the terms / conditions or in case of any other exigencies, the Godown owner / Licensors may terminate the Leave & License Agreement work hereby created and may require the Licensee to vacate the said Godown and hand over the keys within the 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 said license period, then, the Licensee shall be liable to pay the occupational charges per day to the Licensors 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 notice upon the other party in writing.
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, failing which penalty will be charged as per Terms and Conditions of CESC Ltd. and if disconnection of meter is done by CESC, then the restoration cost will have to be borne by the Licensee. 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 / Licensors from time to time.
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 Licensors shall have the right to enter and inspect the premise at any point of time.
13. The Licensee shall not carry any illegal business or activities nor shall store any prohibited articles or commodities combustible in nature which could damage the godown and shall strictly observe rules &



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guidelines of the Kolkata Municipal Corporation, Police Department and other extant laws of Government of West Bengal and Govt of India together with Rules, Laws and Bye laws as may be issued from time to time.

Eligibility Criteria for participation in the Tender:

All intending Bidders are required to produce copies of

- A. PAN Card issued by Income Tax Department,
- B. Up-to-date Trade License,
- C. P.Tax Payment challan of current year,
- D. GST registration certificate/GSTR-1 of last month or quarter.
- E. Last three Assessment Years ITR Acknowledgement i.e, Previous Years 2020-21, 2021-22 and 2022-23.
- F. Registered Partnership Deed along with the registered Power of Attorney if any in case of Partnership Firm. Registration Certificate from Competent Authority in case of any Company/ Co-operative Society or any other Body of Individuals together with the Memorandum and Articles of an Association.
- G. Bidders are instructed to provide a declaration as per Annexure –I 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.
- H. Neither prospective Tenderer nor any of the Constituent Partners/Directors/Proprietors 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 Annexure -2.

Instruction to be followed for submitting the Tender are set forth 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/she/they are a Secretary/Manager/Director/Partner/Proprietor etc. or any person authorized by them and should submit their Authorization/Identification Proof in this regard.
3. **Earnest Money** - Each bid must be accompanied by an Earnest Money of Rs. 33,000/- (Thirty three thousand) only for each Godown through WB E-TENDER Portal only. Guidelines as issued by Finance Department, Government of West Bengal Memo vide 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 acceptance 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 1(One) month License fees (including GST as applicable) and deposit the amount through NEFT/ RTGS in the below mentioned account details.
Beneficiary – WBECSC Ltd.



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

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 otherwise after deduction of damages, if any. The Security Deposit will carry no interest.

5. **Mode of Selection:** The one who quotes the highest rate (H1), will be selected in the tender process.
6. **Document to be attached with the bid –**
 - i. Income Tax Return Acknowledgement for previous Years 2020-21 to 2022-23.
 - ii. Audited Balance Sheet of the last 3 years of the business (s) of the Tenderer must also be attached with bid for FY 2020-21 to 2022-23.
 - iii. Trade License & P. Tax payment challan.
 - iv. Affidavit to the effect that the Firm/ Company/ Co-operative Society/ BOI, has not been convicted by any Court of Law/Charge Sheeted by the Court.
 - v. Partnership deed in case of Partnership Firm/ Registration Certificate from competent Authority in case of Company/ Co-operative Society or any other BOI.
 - 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 in Annexure- I.
7. The Bid shall remain valid for a period not less than 120 (One Hundred and twenty) days after the last date for financial bid submission. Bid validity for a shorter period may be rejected by the Tender Accepting Authority as nonresponsive.
8. If any Tenderer withdraws his/her offer before the Bid validity period without giving any satisfactory explanation for such withdrawal, he may be disqualified from participating in the Tender to this Corporation for a minimum period of 1 (one) year and legal action will be taken against him.
9. The Tenderer, at his/her/their 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 bid and entering into a contract for the work as mentioned in this document. The cost of visiting the site shall be at the Tenderer's own expense.
10. 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



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Tenders without assigning any reason/reasons whatsoever and is not liable for any cost/costs that might have been incurred by any Tenderer at any stage of Tendering.

11. 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.

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

Sl. No	Particulars	Date & Time	
1.	Date of Publishing of e-NIT	20/11/2024 at 3.00PM	
2.	Date for downloading of Tender Documents	Start	20/11/2024 at 3.00PM
		End	11/12/2024 at 12.00PM
3.	Date of Submission of Tender	Start	20/11/2024 at 3.00PM
		End	11/12/2024 at 12.00PM
4.	Date, Time & Place of Opening of Technical Bid	11/12/2024 at 3.00 PM, HQ, WBECSC Ltd.	

- (i) If the dates fall on holidays or natural calamity or any other days of unusual circumstances etc. the dates will be deferred to the next working day.
- (ii) Pre-bid Meeting with Bidders: 04/12/2024 at 3.00 PM, HQ, WBECSC Ltd.
- (iii) List for Technically Qualified Bidder (Online): TO BE NOTIFIED LATER
- (iv) Date and place for opening of Financial Proposal (Online): 13/12/2024 at 12.00 PM, HQ, WBECSC Ltd.
- (v) Corrigendum/Addendum will be uploaded in the above website only.
- (vi) For any further query please contact the following person:
 - a) Shri. Deepak Hansda, DGM, WBECSC LTD. Mob: 9932675552
 - b) Shri. Raj Kumar Jana, AGM, WBECSC LTD. Mob: 9674874820

13. The Tenderer should mention their mobile number clearly along with valid e-mail ID in the bid.



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14. WBECSCL Ltd. will not be responsible for any loss/damage of stored materials in the Godown in case of fire/theft/burglary etc. or any other unforeseen events.

15. In case of any dispute and/or disputes arising by and between the parties, the same shall be subjected to the Courts at Kolkata only having jurisdiction over the same.

16. 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 information of any dispute to this Corporation. The jurisdiction of such Arbitration shall be the Courts at Kolkata only.

17. The Corporation reserves the right to reject, modify any/all of the terms and conditions 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
WBECSCL 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 1(One) month 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/ Registration certificate from the Competent Authority in case of Company/ Co-operative Society/any other BOI.
- 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
WBECSC 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
WBECSCL Ltd.
11-A, Mirza Ghalib Street,
Kolkata – 700 087.

Dear Sir,

I do hereby declare that neither me nor my partners were debarred 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)