GOVERNMENT OF WEST BENGAL
EXCISE DIRECTORATE
32, B.B GANGULY STREET, KOLKATA – 700 012

NIT No. Excise/Warehouse/C-390 E **Date: 19.01.2017**

Notice Inviting Tender for the Hiring of Warehouses on Lease Basis for the West Bengal State Beverages Corporation Ltd. across locations in West Bengal

The Excise Commissioner, West Bengal on behalf of the West Bengal State Beverages Corporation Ltd. (hereinafter referred to as WBSBCL) invites eTenders, under a two-bid system, for the hiring of warehouses for the storage of packaged liquor, at various locations throughout West Bengal, as detailed below:

ITEM NO.	District / Area	Preferred Location in the District
1.	Alipurduar	Birpara
2.	Bankura	Bankura
3.	Birbhum	Suri
4.	Birbhum	Rampurhat
5.	Barddhaman	Barddhaman Town
6.	Coochbehar	Coochbehar
7.	Dakshin Dinajpur	Gangarampur
8.	Darjeeling	Siliguri
9.	Hooghly	Mogra
10.	Hooghly	Dankuni
11.	Howrah	Panchla
12.	Jalpaiguri	Jalpaiguri
13.	Kolkata North Area	In or around Kolkata
14.	Kolkata South Area	In or around Kolkata
15.	Malda	Englishbazar
16.	Malda	Samsi
17.	Murshidabad	Berhampur
18.	Murshidabad	Raghunathganj
19.	Nadia	Krishnanagar
20.	Nadia	Kalyani
21.	North 24 Parganas	Barrackpore
22.	North 24 Parganas	Basirhat
23.	Paschim Medinipur	Medinipur Town or Kharagpur
24.	Paschim Medinipur	Chandrakona Road
25.	Purba Medinipur	Kolaaghat
26.	Purba Medinipur	Contai
27.	Purulia	Purulia
28.	South 24 Parganas	Ïn or around Diamond Harbour
29.	South 24 Parganas	Baruipur or Sonarpur
30.	Uttar Dinajpur	Raiganj

Earnest Money / Security Deposit of Rs. 3,000/- shall be payable for participating in this eTender by interested bidders.

eTender website:

eTendering Portal https://wbtenders.gov.in of the Government of West Bengal.

I. ESSENTIAL ELIGIBILITY CONDITIONS FOR PARTICIPATION

1. The bidders who are the absolute owners of the godown / warehouse to be offered can take part in this eTender. The documentary evidence for the ownership of the godown in the name of the bidding individual or body corporate (Company / Firm etc.) should be furnished along with the technical proposal. It will be the responsibility of the bidder to ensure that he is authorised to lease out the said property.

   Provided that, in case the godown / warehouse to be offered to WBSBCL is not absolutely owned by a bidder, he can still take part in the eTender subject to the following conditions:

   (i) That the property (Godown / warehouses / offered premises) is held by such bidder on lease from the original owner for a period of at least 12 years and that the currency of such lease is valid for a further period of 10 years as on the date of bidding.

   (ii) That the terms and conditions of the lease agreement with the original owner allows the bidder to sub-lease the property to a third party like WBSCBL.

   (iii) That NOC from the original owner has been obtained by the bidder for sub-leasing the property to WBSBCL.

   The documentary evidence in support of (i), (ii) and (iii) above shall have to be furnished along with the technical proposal.

2. Only those offers will be considered for opening of financial bids whose covered area is equal to or more than that mentioned under Clause II (Minimum Requirements) of this Tender Document or the Godown Owner / Bidder furnishes undertaking the he will provide the said constructed covered area within 3 months of Award of Contract / Work Order.

II. MINIMUM REQUIREMENTS

The offered warehouses should conform to the following minimum specifications:

1. The minimum covered area of each offered warehouse should be 15000 square feet. In case the construction of the covered area is not complete, the bidder should furnish undertaking that he will provide the said constructed covered area within 3 months of Award of Contract / Work Order.

2. Each warehouse should have an open space of at least 1.5 times of the covered area offered.

3. Each warehouse should have an obstruction-free approach road and parking bay for entry and exit of large commercial vehicles

4. There should be an office space of approximately 1000 square feet within the covered area.

5. The offered warehouse should have basic amenities like power-supply, water-supply and toilets.

6. The warehouse should be in legal possession of the bidder, and the bidder should be able to produce documents in support of the same.

7. The property offered should be commercial in nature, and free from all legal encumbrances. The bidder should be able to produce document in support of the commercial nature of the property offered.

III. SCHEDULED DATES & TIMES

Calendars	Dates	Time
Publication of eTender in the web-portal of the Excise Directorate https://wbexcise.gov.in	20.01.2017	10:00 Hrs.
Publication of eTender in the web-portal https://wbtenders.gov.in	20.01.2017	10.00 Hrs.
Document Download Start Date	20.01.2017	10:00 Hrs.
Bid Submission Start Date & Time	21.01.2017	10:00 Hrs.
Document Download End Date	06.02.2017	18:00 Hrs.
Bid Submission End Date & Time	06.02.2017	18:00 Hrs.
Technical Bid Opening Date	08.02.2017	15:00 Hrs.

Following the opening of the Technical Bids, the bids will be evaluated on technical parameters, and the offered sites will be inspected.

The date of publication of the list of qualified bidders, shortlisted on the basis of technical proposals, and the date of opening of financial Bids, will be notified later.

Note: Date & Time for dealing with the entire eTendering process shall be as per Indian Standard Time (IST) only. The online time applicable for eTender / eBidding shall be as per the server clock.

For any clarification regarding the eTender, the bidders can visit the Excise Directorate, 32, B.B.Ganguly Street, Kolkata – 700012, and the contact person will be Mr. Rajarshi Chakraborty, Additional Excise Commissioner – FL whose contact no. is **033-22360909** and email is **rajorshichakraborty@yahoo.com**.

IV. TERMS & CONDITIONS

1. It shall be implied and taken for granted that the bidder has carefully gone through and understood the Terms and Conditions of eTender including the amendments, if any, prevailing at the time of bid. No complaints or objections shall be entertained by WBSBCL after the bid is opened / accepted.

2. The bidders will bid for one or more of the 30 items separately. A bidder may also bid for all the items (1 to 30). The bidder will bid for each item separately.

3. WBSBCL shall award the contract to the successful bidder for each item. WBSBCL is not bound to accept the lowest tender and may reject any tender or any part of the tender without assigning any reason thereof.

4. The word "SUCCESSFUL BIDDER" means a bidder whose bid value / quote has been accepted by this Tender Inviting Authority.

5. WBSBCL reserves the right to accept or reject any bid, and to annul the bidding process, and to reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders, or any obligations to inform the affected bidder or bidders, of the ground for WBSBCL's actions.

6. Only Courts in West Bengal shall have jurisdiction for resolving any dispute arising out of this eTender.

7. Participation in the bid shall be treated as acceptance of all the terms, conditions and modalities as mentioned in this notice.

8. Any subsequent change in eTender Terms & Conditions will be available in the online eTender portal at https://wbtenders.gov.in, as corrigendum.

9. WBSBCL shall not be responsible for any kind of failure of network, internet, and computer, at the bidder's end.

10. During submission of bids, bidders are requested to follow the procedures according to the guidelines available in the eTender portal.

11. During inspection and prior to award of contract to a successful bidder, all requisite documents shall be physically produced before the authority by such bidder for verification. In case any of the documents is found not to be in order, the bid(s) by such bidder shall be considered to be invalid, and deemed to be cancelled.

V. EARNEST MONEY

Tenderers shall have to deposit an Earnest Money Deposit (EMD) of Rs. 3,000.00 (Rupees Three Thousand only) for participating in this eTender, using online banking / NEFT / RTGS. Earnest Money shall be refunded to unsuccessful tenderers within 30 days from the date of publication of list of successful bidders. No interest shall be payable on Earnest Money at the time of refund. Furnishing incorrect information will make the Earnest Money liable to forfeiture in full or part.

VI. eTENDER PROCESS

- REGISTRATION OF BIDDERS
- ONLINE SUBMISSION OF BID – TECHNICAL PROPOSAL AND FINANCIAL BID
- OPENING OF TECHNICAL BID

- INSPECTION OF OFFERED WAREHOUSES AND PHYSICAL VERIFICATION OF DOCUMENTS AS PER TECHNICAL BID
- EVALUATION OF TECHNICAL BIDS
- PUBLICATION OF APPROVED LIST OF BIDDERS SHORTLISTED BY AUTHORITY ON THE BASIS OF TECHNICAL BID EVALUATION AND SITE INSPECTION
- OPENING OF FINANCIAL BID
- UPLOADING OF LIST OF SUCCESSFUL BIDDERS – ONE SUCCESSFUL BIDDER FOR EACH ITEM
- PRODUCTION OF PHYSICAL DOCUMENTS BY SUCCESSFUL BIDDERS FOR VERIFICATION BY AUTHORITY
- AWARD OF CONTRACT

1. Registration of Bidders: To participate in the eTender, it is mandatory for the bidder to make one-time enrolment (register on the website) on the eTender portal at https://wbtenders.gov.in. The bidders shall require Class-II Digital Signature Certificate (DSC) with Signing Certificate, to participate in this eTender. The bidder shall have to set the parameters of his or her computer so that the DSC is operational.

2. **Search and Download:** The Bidder can search & download N.I.T. & Tender Document(s) electronically from computer once he logs on to the website mentioned above using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

3. **Submission of Tenders:** Tenders are to be submitted online to the website stated above in two folders at a time for each item, one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded duly Digitally Signed.

4. **Evaluation of Technical Bid and Inspection:** The Technical Bids shall be opened by the authority on the scheduled date and time. The bids will be evaluated on the basis of the technical criteria. The offered warehouses which meet the minimum requirements, shall be inspected and the necessary documents will be verified by the inspecting team.

5. **Uploading of the list of shortlisted technically-qualified bidders**: On the basis of the evaluation of the Technical Bids, and inspection of the offered premises, as mentioned above, a list of shortlisted technically-qualified bidders, shall be uploaded.
   The date of opening of Financial Bids shall be notified.

6. **Opening of Financial Bids:** the financial Bids in respect of shortlisted technically-qualified bidders shall be opened and the successful bidder for each item shall be selected. WBSBCL is not bound to accept the lowest bid, and may reject any bid without assigning any reason thereof.

7. **Award of Contract and Signing of Lease Agreement:** The successful bidder for each item shall be called upon to produce all relevant documents for reverification. If his bid is found to be in order in all respects, he shall execute an agreement in the prescribed format within 15 days from the date of communication on non-judicial stamp having appropriate denomination. Prescribed format for Lease Agreement in Annexure-II. The expenses incurred against the execution of the Lease shall be borne by the Successful bidder. The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of WBSBCL, including the right to recover any consequential losses from the Successful Bidder. All terms & conditions of Tender Documents shall be part and parcel of the Agreement.

VII. RESPONSIBILITIES

WBSBCL shall permit godown-owners or their staff / representatives / authorized agents to inspect the premises periodically without any hindrance or inconvenience to the occupants and to execute sundry repairs with WBSBCL's concurrence, provided such inspection shall be done only after obtaining prior permission and upon intimation made in writing to the WBSBCL for the said premises, well in advance of such inspection. The godown-owner shall do the repair works prior to handover to ensure the basic amenities as per requirement of WBSBCL.

The godown owner shall pay all taxes and outgoings in respect of the said premises, and the WBSBCL shall pay the electricity and water charges.

Initially, the lease will be for three years, which can be extended further by mutual understanding. All terms & conditions of this tender shall remain unchanged.

The godown-owner, at his own cost, shall carry out repairing works when needed. WBSBCL shall have the right to carry out necessary modifications of the said premises for the purpose of its use or convenience.

VIII. QUOTATION OF RATES FOR FINANCIAL BID

The Financial Bid shall be evaluated on the basis of the rates quoted by the bidders.

The rate quoted shall be in unit of Rupees per Square Foot of the Covered Area offered, per month.

The rate to be quoted is to be calculated using the following formula:

(Total Rent expected by the bidder for the entire premises, including covered area and open space)

divided by

(The covered area, in square feet)

IX. TERMS OF PAYMENT

The rent for the warehouses shall be paid by WBSBCL on a quarterly basis, and will be paid within 20 days from the date of submission of invoice to WBSBCL.

The statutory deductions as per the prevailing rates, if any, will be deducted from the payments.

Due certificate of such deductions, if any, will be issued by WBSBCL.

All taxes, such as House Tax, Municipal / Panchayat Tax, Estate Tax, Service Tax etc. prevailing as on date, or arising during the currency of contract, shall be borne by the godown owners.

X. ANNUAL INCREMENT OF RENT

Annual increment of rent shall be 5 per cent.

XI. TERMINATION OF LEASE AGREEMENT

If either WBSCL or the godown-owner desires to terminate the lease before the expiry of the said lease period, it shall give 3 (three) months' prior notice in writing.

XII. PETTY REPAIRS AT WAREHOUSES

The godown-owner shall have to carry out petty repairs, ground-earthing for computers, and minor changes like installation and repair of partition walls / doors / shutters / ventilators etc. in the warehouses, as desired by WBSBCL, on as-and-when basis. If the godown-owner does not carry out the requisitioned installations or repairs within a period of 15 days, WBSBCL may, at its own cost, get the work done, and the expenditure so incurred shall be deducted from the payment due to the godown-owner.

XIII. ELECTRICITY AND WATER CONNECTIONS

The installation / connection for electricity and water shall be the responsibility of the godown-owner.

Separate electricity-meters / sub-meters, and, where applicable, separate water-meters / sub-meters shall be installed in the name of WBSCL at the cost of the godown-owner.

The bills due for the period after the date of taking over possession shall be borne by WBSBCL. The cost of sub-meter, if any, shall also be borne by the godown-owner.

XIV. EXTENSION OF LEASE PERIOD

The initial lease shall be for 3 (three) years, from the date of signing of Lease Agreement. As per mutual consent, this can be further extended.

XV. TECHNICAL PROPOSAL

The Technical Proposal shall contain the following documents:

1. Annexure-I. Duly filled up Annexure-I should be uploaded to the Technical Proposal folder online.

2. Copy of PAN Card.

3. In case the bidder / godown owner is a body corporate, copy of registration certificate from the competent authority.

4. Document(s) in support of legal possession of the godown / premises.

5. In case the bidder is the owner of the property, document(s) is support of right, title and interest – ROR / *Parcha* / Mutation Certificate.

6. In case the bidder is not the owner but is in legal possession of the premises and is authorised to sub-lease the property, NOC from the original owner along with copy of lease agreement with the original owner.

7. Document is support of commercial nature of the site – Conversion Certificate in respect of land / other supporting document issued by competent authority.

8. Site Plan of the offered premises showing layout of the premises, office space, toilets etc. with measurements.

9. In case the construction of the covered area is not complete, declaration from the bidder that he will provide the said constructed covered area within 3 months of Award of Contract / Work Order.

10. Digitally signed copy of this NIT.

XVI. EVALUATION OF TECHNICAL BID

The technical bid will be evaluated on the basis of, -

a) The information contained in Annexure-I of the Technical Bid.

b) The documents submitted by the bidder as part of the technical proposal.

c) The report of inspection of the offered premises by a team of officials authorised for this purpose.

The information and documents provided under the technical proposal shall not be the sole criteria for shortlisting of the bidder, i.e., qualification of technical bid. The report of inspection of the premises as to the suitability of the offered premises shall have a bearing on the final evaluation of the technical bid. The officials inspecting the premises shall base their report on parameters like location of the premises, condition of the building / godown, safety and security of the premises, facilities available, etc.

ANNEXURE-I

(Information sheet for technical proposal)

Sl. No.	Description	Information
1.	The name of the owner of the warehouse along with contact details like phone, mobile and email	
2.	The address of the owner. If the owner is a body corporate (firm, company etc.), the address of the registered office	
3.	PAN of the owner	
4.	If the owner is a body corporate, the registration number / CIN	
5.	Complete Postal address of the godown, including Police Station and PIN	
6.	Covered area of the premises in Square Feet	
7.	Open Space in the premises in Square Feet	
8.	Whether electric power supply available (Yes / No)	
9.	Whether water supply available (Yes / No)	
10.	Whether plans are approved by competent local authority (Yes / No)	
11.	In case the bidder is not the owner but is in legal possession of the premises and is authorised to sub-lease the property, name and particulars of the original owner and whether NOC from the original owner obtained (Yes / No)	
12.	Whether occupation certificate has been obtained, if applicable	
13.	Whether the offered premise has an obstruction-free approach road and parking bay for entry and exit of large commercial vehicles (Yes / No)	
14.	Whether office space of approximately 1000 square feet within the covered area available. If yes, area of office space in square feet.	
15.	Whether toilets available (Yes / No)	
16.	Whether the offered site is commercial in nature (Yes / No)	
17.	Whether the warehouse is ready for occupation (Yes / No)	
18.	If the warehouse is not ready for occupation, whether it will be ready within 3 months from the date of Award of Contract / Work Order (Yes / No). In case the warehouse is ready of occupation as on date, write “Not Applicable”.	

ANNEXURE-II
(Deed of Lease)

This deed of lease made on _____ between _____ presented by its _____ Sri / Smt. / Ms. _____ son / wife / daughter of _____ aged _____ residing at _____ hereinafter called the LESSOR (which terms shall mean and include their legal representatives, administrators, successors in title, unless there is something repugnant to the context thereof), of the first part and the West Bengal State Beverages Corporation Limited (WBSBCL) through its _____, _____ hereinafter called the LESSEE (which expression shall, where the context so admits include his executors, administrators, its successors in office and assigns) on the OTHER PART.

Whereas the LESSOR is the absolute owner / is in legal possession of the premises mentioned in the schedule below agrees to lease out and the LESSEE agrees to take on lease the said premises on a monthly rend of Rs. _____ (in words _____) i.e., Rs. _____ per Sq. Ft. (Covered Area) for godown (Total _____ Sq. Ft. Covered Area) for a period of 3 years as per tender document from date _____ subject to the following conditions: -

1. The LESSEE shall pay an amount of Rs. _____ (Rupees _____) towards rend for each month to the LESSOR on a quarterly basis within 20 days from the date of submission of invoice by the LESSOR to the LESSEE.

2. The LESSEE shall permit the LESSOR or his representative to authorised agent to inspect the said premises periodically without any hindrance or inconvenience to the occupants and to execute sundry repairs with his (LESSEE's) concurrence, provided such inspection shall be done only after obtaining prior permission and upon intimation made in writing to the LESSEE for the said premises, well in advance of such inspection.

3. The LESSOR shall do the following repair works prior to handover for providing the basic amenities:

   (i) _____
   (ii) _____
   (iii) _____
   and so on (shall depend upon the individual godown).

4. Upon payment of such rent the LESSEE shall have quiet possession of the said premises without any hindrance whatsoever from the LESSOR or person or persons claiming under him and without any liability for damage resulting from reasonable wear and tear, accidental fire or act of God.

5. The LESSEE shall not sublet the said premises without prior permission of the LESSOR.

6. The LESSEE shall not make any major structural alterations of the said premises / building for the convenient enjoyment of the building / premises having regard to the purpose of the lease.

7. The LESSOR shall pay all taxes and outgoings in respect of the said premises and the LESSEE shall pay the electricity and water charges, where applicable, only.

8. If the LESSEE desires to terminate the lease before the expiry of the said lease period, he shall give three months' prior notice in writing, of such intention to the LESSOR after which date this lease shall cease to be void.

9. The LESSOR, on the written request of the LESSEE, shall within one month before the expiry of this lease deed grant the LESSEE a lease for a further period on the same terms and conditions as contained in the lease deed or mutually agreed thereupon.

10. If the LESSOR desires to terminate the lease before the expiry of the lease period, he shall give three months' prior notice in writing of such intention to the LESSEE.

11. The monthly lease rent payable by the LESSEE to the LESSOR shall be increased by 5 % every year, on completion of one year of lease.

12. The LESSOR at his own cost shall carry out colour, white washing, painting, to doors / windows and repairs, plumbing works etc. as and when needed.

13. The LESSEE is hereby specifically permitted to carry out necessary modifications to the said premises for the purpose of the LESSEE's use after giving information to the LESSOR of the same.

14. The terms and conditions as mentioned in the tender document and work order is part and parcel of this lease agreement.

In witness whereof the LESSOR and LESSEE have subscribed their respective hands and seals in the presence of witnesses on this day.

Witnesses: Lessor

Lessee