



WEST BENGAL ESSENTIAL COMMODITIES SUPPLY CORPORATION LIMITED

E-TENDER DOCUMENT

**FOR THE SUPPLY OF 7892.209 KL
KACCHI GHANI MUSTARD OIL (KGM OIL) in PDS
THROUGH OUT WEST BENGAL .**

**During The Festival of Durga Puja ,Kali Puja (Diwali) & Chhat Puja,
2020.**

ECSC/PDS/2020/1073 (KGM Oil) dated: 04.09.2020

**Tender Documents will be available on & from 04.09.2020
from 3:00 PM at www.wbtenders.gov.in**

: Closing date and time : 18.09.2020 at 3.00 p.m.

Submission of the Technical and Financial bid: on or before 18.09.2020 up to 3:00 p.m. (Online)
Prospective bidders shall have to deposit an Earnest Money of Rs. 5,00,000/- (Rupees five lacs
only) through e-tender portal.

Security Deposit of Rs. 20,00,000/- by the selected bidder/s to be submitted through RTGS as
per Bank details as mentioned below:-

**PUNJAB NATIONAL BANK, NEW MARKET BRANCH,
IFSC-PUNB0009300, Beneficiary-WBECSC Ltd, A/C No-0093000109114712**

:Opening date and time:

Technical Bid : on 21.09.2020 at 3:00PM

Financial Bid : on 25.09.2020 at 3:00 PM

Details of date and time schedule is provided with this tender document (Appendix 8)

The Financial Offer of the prospective Bidder will be considered only if the Technical Aspects of
such Bidder is found qualified by the authority of the Corporation. The decision of the
Corporation will be final and binding upon in this regard.

**Tenders, comprising both technical and financial bids, are to be submitted concurrently,
digitally signed and posted in the website: www.wbtenders.gov.in**

HEAD OFFICE: 11A, MIRZA GALIB STREET, KOLKATA - 700 087.

This Tender Document Set has the following Schedules and Appendices:-

(I) SCHEDULES:

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(II) APPENDICES:

(To be filled in & submitted by Bidder or his authorized representative)

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Enclose: Aforesaid schedules & enclosures positively

WEST BENGAL ESSENTIAL COMMODITIES SUPPLY CORPORATION LIMITED

Eligibility Criteria and Specification

I. Eligibility Criteria:

1. **Manufacturer of BRANDED KACCHI GHANI MUSTARD OIL (K.G.M. Oil)** having Turnover of not less than Rs.5 Crores (Rupees Five Crores Only) annually within last three years, shall be eligible for selection to supply the material mentioned in the tender. The bidder has to upload the Copy of the Balance sheet with a annual turnover of not less than 5 (five) crore / year in the last three years 2017-18, 2018-19 & 2019-20 (2019-20 as optional considering the current Pandemic situation arising out due to COVID 19) duly audited by the Chartered Accountant.
2. The bidder should have their own distribution network in West Bengal and must have minimum 1 year experience in distribution. They should submit documentary evidence in support of that.
3. The bidder has to submit the Copy of Income Tax statement for last three years (2017-18, 2018-19 & 2019-20 (2019-20 as optional considering the current Pandemic situation arising out due to COVID 19)) duly attested by the Chartered Accountant/Income Tax Officer.
4. The bidder must have facilities to test the quality of K.G.M. Oil in processing units. Pre-delivery inspection for testing the quality by Directorate of I&QC of Food and Supplies Department is mandatory.
5. The bidder has to upload valid GSTIN certificate.
6. The bidder should have a minimum 1000 MT storage capacity, at Kolkata or in the districts. The details of the godowns should be furnished in Appendix-5.
7. The supply of Branded K.G.M. Oil is to be made in ½ Ltr. (500 ml) and or 1 Ltr. (1000 ml) poly packs to Dealers / Distributors Godown, the sample of which is to be submitted in triplicate, **in sealed pack of same batch** by the authorized signatory of the bidder after submission of EMD, through e-tender portal. The said receipt is to be uploaded with the Tender Document.
8. **Production of documentary evidences for submission of samples along with receipt of EMD will be treated as one of the eligibility criteria.**
9. The manufacturer must meet the standard as per specification in Schedule -1 and the KGM Oil must have FSSAI Certificate.
10. The decision of the Tender Committee of WBECSC Ltd. after evaluation of the documentary evidences and other claims in respect to the eligibility of bidder shall be final.
11. The Tender Committee reserves the right to reject any/all tender without assigning any reason thereof and the same should not be questioned, whatsoever.
12. The Tender is published on the basis of the approval of the Govt. of West Bengal. Supply order to the selected agencies will be given as per Tender formalities and as per the order of the Govt. If the Govt. Scheme is closed or partly revised or modified, due to unavoidable circumstances of the State Govt., then the Tender will automatically come to an end or will continue partly for which supplier is not entitled to demand/ receive any type of compensation towards the loss (es) faces by them or can't initiate any legal proceedings against the WBECSC Ltd.

I. Specification for KACCHI GHANI MUSTARD OIL (KGM OIL):

KGM Oil must conform to the standard as per specification of KGM Oil as laid down in “The Food Safety and Standards (Food Products Standards and Food Additives) Regulations, 2011”.

Terms and Conditions

Schedule-2

1. Submission Of Tender:

- I. All appendices, attached with this Tender Document should be duly filled in and uploaded with digital signature in all pages. This is mandatory for considering any offer as valid.
- II. Bidder must complete the questionnaires on standard proforma enclosed (**appendix-1 to 6**) with this Tender Document.
- III. The Tender Committee reserves the right to get the processing / packaging capacity of any bidder re-verified through the inspecting agencies/Officials of WBECSC Ltd., irrespective of their registration status.
- IV. Stipulated conditions in the tender are for well reputed processing unit or brand owner and with specific years of distribution experience. The claim of the bidder should be supported by documentary evidence for such claim to the satisfaction of Tender Committee.
- V. Documents relating to credentials should be signed and uploaded by the bidders.

2. Deposition Of Earnest Money & Security Deposit

- a) The Bidders should furnish an Earnest Money of Rs 5,00,000/- (Rupees Five lakhs Only) and that should be deposited online E-Tender portal by 18.09.2020 before 3.00 p.m. Tender received without Earnest Money shall be summarily rejected. In case of unsuccessful bidders, the Earnest Money will be refunded.
- b) The amount remitted towards Earnest Money is liable to be forfeited in case the Bidders resign from his/their offer after submission of tender or after acceptance of offer by the WBECSC Ltd. In such a situation the Tender committee of WBECSC Ltd. will be at liberty to procure the items from L2/L3 bidder or from anywhere else, at the rate they deem fit. Excess payment, if any, will be recovered from the defaulting Agency in addition to other penal charges as per agreement.
- c) The Earnest Money shall not carry any interest.
- d) **Security Deposit:- Security deposit of 20,00,000/- (Rs. Twenty Lacs)** through RTGS as per bank details mentioned in Page-1 and any prayer for conversion of previously deposited security deposit shall not be entertained. The Security Deposit will not earn any interest and it will be released after the entire process is completed.

3) Registration of Bidder

Bidders willing to take part in the process of **e-tendering** will have to be enrolled & registered with the Government e-Procurement system through logging on to website **www.wbtenders.gov.in** and to click on the link for e-tendering site as given on the web portal.

4) Digital Signature Certificate (DSC)

Each participant, for submission of tender, is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount the details of which are available at the Web Site Guideline to the Bidder. DSC is given as a USB e-Token.

5) Downloading

Bidders can download NIT & Tender Documents by logging into the website mentioned using the Digital Signature Certificate. **This is the only mode of collection of Tender Documents.**

6) Pre Bid Meeting

I) Prospective bidders in the tender may attend a Pre-Bid Meeting which will be held on 10.09.2020 at 3.00 P.M. at our Head Office at 11 A Mirza Ghalib Street, Kolkata 700 087 for any type of clarification regarding Tender.

7) Submission of Tenders

- a) Tenders are to be submitted online in the website in the specified folders - one for Technical Details & the other for Financial Bid, within the prescribed date & time using the Digital Signature Certificate (DSC).
- b) All appendices attached with this Tender Document **except Appendix-7** should be duly filled in with signature in all pages and are mandatory for considering any offer as valid.
- c) The Bidders should be in a position to quote for supply in accordance to the requirement stated in Schedule-1 & 2. All the enclosures to this Tender Document should be duly filled in, digitally signed and uploaded in the website www.wbtenders.gov.in
- d) The tenders of those who do not qualify the eligibility criteria shall be rejected at any time during detailed scrutiny and evaluation stage.
- e) The financial rate of the bidder is to be submitted only in stipulated BOQ in Commercial bid. Mention of rate anywhere else in the tender document shall make it liable to be rejected.
- f) Tender form downloaded in the name of the prospective bidder / Firm alone should be used otherwise it will be rejected.
- g) Conditional offer will be summarily rejected.

8) Financial Bid

- a) The Financial bids of only Technically Qualified Bidders shall be opened.

9) Transport Facility:

The bidder should have sufficient fleet of trucks, owned/ or contractual to ensure **door-step delivery to MR distributors / FPS** of the indented quantity within the valid date of indent.

10) Validity Of Offer:

- a) The offers made by the bidders shall be valid for 180 (one hundred eighty) days from the date of acceptance of offer.
- b) The entire quantity of work order has to be delivered within the specified time.
- c) The bidder should not quote any other date for the validity of the offer.
- d) Tenders quoting any other validity date are liable to be summarily rejected.
- e) **The Validity of Offer may be extended if deemed necessary by the relevant authority.**

The management is not responsible for any upward revision of any taxes or raw material after issue of the confirmed orders and the extra amount, if any incurred towards the above items will be borne only by the successful bidder. Entire GST liability lies on successful bidder for the items.

11) Payment of Administrative Charges:

- a) The successful bidder shall remit an amount at **1.00% (0.5% to WBECSC & 0.5% to the concerned DCFS/JDR/RO)** of the value of the total delivered quantity as **Administrative Charges** by means of Demand Draft, immediately after completion of delivery to the distributors' door-step. The Demand Draft should be drawn on any scheduled Bank favouring W.B.E.C.S.C. Ltd. payable at Kolkata. In case of WBECSC Ltd act as commission agent then liability of paying GST must be limited to administrative charge/commission portion attributable to WBECSC Ltd and which may be claimed from the supplier as applicable rate by GST authority. WBECSC Ltd will not be liable to pay any inward and outward GST on tendered goods.
- b) No Cheque shall be accepted.
- c) In case of successful bidders, the Earnest Money / Security Deposit shall not be adjusted for Administrative Charges payable by them. Any other amount pending with WBECSC LTD. shall not be adjusted against Administrative Charge.
- d) The Earnest Money will be retained till issue of Work Order to selected suppliers. Thereafter Earnest Money of Unsuccessful Bidders shall be refunded. Earnest Money of selected suppliers shall be refunded after receiving Security Deposit from them. Any application for refund of Earnest Money or Security Deposit should be supported by Documents.
- e) **The selected supplier/s must submit Administrative Charges within 14.12.2020.**
- f) If any selected supplier fails to supply or complete delivery as per Work Order/ Indent, their Security Deposit remains liable to be forfeited. Besides, WBECSC Ltd. shall be entitled to recover the consequential loss, if any, sustained by the corporation from the bidder due to the purchase made in re-tender or in other manners.

The selected supplier/s must submit Total Administrative Charges within 14.12.2020 failing which appropriate penal action may be taken as deemed fit by the Corporation.

12) Agreement:

The successful bidder shall execute an Agreement in the prescribed form on a stamp paper of value as per law after depositing the Security Amount, within three days from the date of receipt of the communication of acceptance of the Tender. In the event of failure to execute the agreement, the Earnest Money Deposit shall be forfeited. In addition, the Bidder will be treated as having committed breach of contract and will be liable to pay damages to the WBECSC Ltd. for such breach of contract besides black listing the firm. Further WBECSC Ltd. reserves the right to collect the consequential loss, if any sustained by them on account of re-tender from the bidder and the bidder is bound to pay the same on demand.

13) Quality Control:

- a. WBECSC Ltd. is very keen in supplying only quality KGM OIL strictly conforming to the specifications fixed in Schedule-1. The supplier is solely responsible for the quality of KGM OIL to be supplied by them. After commencing delivery, the supplier should submit the analysis report made by Dept. of I&QC, F&S Deptt or any reputed Laboratories, duly approved by F&S Deptt. at their own cost at random check in the FPS for giving clearance to continue the supply. Sample for all items will be tested for quality within 3 days of start of distribution in each district. During distribution period, random sample checking will be made by the Govt. officials.
- b. Stock which is within the permissible limit alone will be sold. Stock will be returned from the FPS which do not conform to the fixed specifications and will be rejected. The decision of the Tender Committee with regard to quality of the KGM OIL shall be final and it should not be disputed by the supplier. The sample of the KGM OIL will also be drawn by the quality control staff on behalf of WBECSC Ltd. for analysis. In case of any variations in the refractions arrived at between the surveyor and the quality control staff,

higher reading between these two readings will be adopted and in the event of the stock being found in excess over the limit fixed, such stock will be rejected & be returned. The

successful bidder should furnish clear local address to facilitate despatch of party copy of the Quality certificates by the respective Laboratory.

- c. Any appeal against the quality certificates may be made to the Food & Supplies Department, Govt. of West Bengal within 15 days from the date of receipt of the quality certificates by remitting a sum of Rs. 5000/- (Rupees five thousand only) in cash deposited to WBECSC Ltd. per quality certificate towards re-analysis charges. If no appeal is made within the stipulated period for re-analysis, it will be construed that they have no dispute with regard to the monetary cut to be imposed for the deficiency in the quality, if any.

14) Testing Of KGM OIL:

The testing of KGM OIL will be done through the surveyor on pre-delivery/at random check in the FPS for which the Supplier will pay the total value of the testing fee. A team of Quality Control Staff of F&S Deptt. will also inspect the storage godowns in West Bengal and supplier will be responsible for quality of the KGM OIL at any point of sale.

15) Mode Of Supply :

The ordered quantity of K.G.M. Oil shall be supplied in 500 ml and 1000 ml Poly Pack, by the supplier at their expense to the Door Step to all M.R. Distributors / Authorized Wholesalers / FPS in West Bengal.

The successful bidder should supply at the door step of the Distributors at his own cost within 3days from the date of receipt of Indent from the concerned DCF&S.

16) Rate:

The rate should be quoted per 500 ml and 1000 ml Poly Pack(separately) net inclusive of transport charges upto the Godown of the Distributors/AWs/FPS Owners (Kolkata & Howrah SR Areas), weighment charges, unloading charges and all other charges in the Appendix-7 (including payment collection from offices of the all DCFS, JDR& RO by them only). Bidder should quote the rate per 500 ml and 1000 ml Poly Pack in Indian Rupees. The Price should be legibly written both in words and figures.

In respect of bidders, the total cost includes all expenses upto delivery to the door step of M.R. Distributors/ Authorized Wholesalers/ FPS owners and payment collection by them from concerned DCF&S/ JDRs/R.O.'s.

Tender Committee/ WBECSC Ltd. deserves the right to issue work order to more than one bidder if deemed necessary or may issue work orders to L2, L3..... etc at L1 rate for ensuring timely delivery within the valid date of indent.

17. Delivery And Payment:

- I. Cheques of the distributors, AWs and direct dealers issued in the name of the selected supplier /s may be collected by the concerned DCF&S / JDRs who will issue advice list to the supplier /s according to the money so collected and DCF&S / JDRs may hand over the cheques so collected to the supplier /s concern after checking the delivery against quantum allocated.
- II. At the time of delivery, if there is any shortage/damage detected, that will be sorted out by the supplier at the doorstep of concerned Distributor/wholesalers.
- III. The Managing Director of WBECSC Ltd. also reserves the right to recover any dues from the successful tenderer if any, so found on a later date. Accordingly, the bidder is liable to pay such dues immediately on demand.

18. Penalty On Default / Extension Of Time:

- a) Failure to keep up the supply schedule, a penalty of minimum of Rs. 25/- per day per KL. for the defaulted quantity may be levied for every day of delay in supply up to the date of actual supply.

- b) It is not binding on the part of the WBECSC Ltd., to short supply, subject to maximum of Rs.500/- per KL
- c) If any deviation from approved quality is found in sample testing during distribution, the supply will immediate be suspended and the supplier will be blacklisted for future supply as per the blacklisting policy of the Govt. of West Bengal.

19. GENERAL:

- I. It is not binding on the part of the Tender Committee, to accept the lowest tender or any tender and he reserves the right to reject or accept all or any tender fully or partly without assigning any reason thereof. The Tender Committee also reserves the right to accept one or more Bids at L1 rate.
 - II. The Tender Committee reserves the right to relax or waive or amend any of the tender conditions and to reject the tender if any of the conditions enumerated in the tender conditions are violated.
 - III. The bidders should submit documents regarding production capacity per day in their official letter head apart from mentioning the same in appendix-4.
20. The firms/ companies/ suppliers who have been blacklisted or a process of blacklisting is pending against them, are debarred from participating in the tender process.
21. Any supply beyond valid indented period will be treated as illegal and penal action shall be initiated against the supplier which may include blacklisting.

Offer

Full name and address of the Bidder in addition to post Box No., if any, should be quoted in all communication to this office

Bidder's
Telegraphic Address/Telephone
No. /FAX No. & E-mail

From:

TENDER FORM NO. -----

Dear Sir,

1. In continuation of my/our above tender, I/ we submit herewith the price offer at appendix – 7 for supply of **KGM OIL** in 500 ml/ 1000 ml (Poly Pack) as per F&S Department, Govt. of West Bengal, specifications in Schedule-1.
2. I/We agree to abide by the terms and conditions stipulated by the WBECSC Ltd., and also agree to supply the entire ordered quantity at the rates quoted by me/ us as per Appendix-7. The rate quoted and approved by the WBECSC Ltd. in this tender will be valid for the 120 (one hundred and twenty) days from the date of acceptance of offer, which may be further extended if deemed necessary by the relevant Authority.
3. I/We have understood all the instructions to the Bidders in the Tender Documents and have thoroughly examined the specification quoted in the schedules hereto and am/are fully aware of the nature of the product required and my/our offer is to supply the product strictly in accordance with the requirements.

Yours faithfully

FULL SIGNATURE OF BIDDER

ADDRESS -----

DATED -----

Contact no.-----

FULL SIGNATURE OF WITNESS

ADDRESS-----

DATED -----

Contact no.-----

Questionnaire about Bidder

1. Name of the Firm _____
2. (i) Full address _____ Phone No. _____
- (ii) Local Address _____ Phone No. _____
3. Name of the authorized person _____ Contact No. _____
4. Whether firm is registered in firm Registration
(in case of Partnership firm) YES NO
5. Registered in Company's Act
(in case of Company) YES NO
6. Whether they have registered their design & trade mark or brand YES NO
7. If no then, whether they have applied for the same. YES NO
8. Whether authorization letter duly authorizing the person to attend the Tender / Negotiation enclosed. YES NO
9. The date of commencement of the firm DD / MM / YYYY _____
10. Whether they have any distribution network in West Bengal. YES NO
11. Whether the Bidder has facilities to test the KGM OIL YES NO
12. Have you enclosed required Earnest Money YES NO
13. Whether Blacklisted in WBECSC or in any other Govt. Organisation/ Undertaking YES NO

Appendix 3

Turnover Statement for Last 3 years
(Enclosed documents duly authenticated by Chattered Accountant)

SL. No	Name of Firm	Financial Year	Turnover in Crores

N.B. :(I) The decision of the Tender Committee on assessment of past performance will be FINAL.

Signature of Bidder-----

Name in Block letters -----

Capacity in which:
Tender is signed -----

(To be Certified by Chartered Accountant under his Seal and Signature)

Proforma for product and Quality Control of Bidder

Tender No. ECSC/PDS/2020/1073 (KGM Oil) Date 04.07.2020 for the supply of _____

1. Details of firm
 - (a) Name _____
 - (i) Office _____
 - (ii) Address _____
 - (iii) Telephone _____
 - (iv) Fax _____
 - (v) E-mail _____
2. Location of manufacturing works / factory.

3. Production capacity of **KGM OIL** with the existing plant & machinery
 - (a) Normal _____
 - (b) Maximum _____
4. Details of arrangements for quality control of products such as laboratory etc.
5. Experience in the particular supply of the product: to Govt. Concerns/PSUs/Local Bodies etc. in West Bengal
6. Details of Recognized Quality Certificates:
(Give the description of ISO Certificates & FSSAI Certificate)
7. Furnish details of your product quality certificates like (like ISI, CE, EN standards)

Signature of Bidder-----

Name in Block letters -----

Capacity in which:
Tender is signed -----

Details of Storage Space

SR No.	Storage area in CFT	Address of the place of Storage	Name of the owner of the storage point if not in the name of bidder	Enclose copy of Agreement with Bidder or ownership document (Y/N)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Signature of Bidder-----

Name in Block letters -----

Capacity in which:
Tender is signed -----

Technical Details

1. Name of Item: **KGM OIL**
2. State of origin (Manufacturing / Processing Unit) : -----
3. Brand Name, if any: -----

SL No.	Tender Terms and Conditions	Complied	Not Complied
1.	The bidder is a Govt. Organization / Registered Co-operative Societies / Govt. Supplier		
2.	Details of Fleet to supply 4000 MT/month		
3.	Earnest money of Rs. 5,00,000/- furnished by encashable D.D/RTGS.		
4.	Turnover Statement of last three years (<u>2017-18, 2018-19 & 2019-20</u>)		
5.	Product quality details		
6.	Details of storage space		
7.	Details of experience in supplying food grains in Govt. / Govt. aided concerns		
8.	Sample of KGM OIL submitted.		
9.	Any other relevant information		

Signature of Bidder-----

Name in Block letters -----

Capacity in which:
Tender is signed -----

Proforma for Commercial Bid

[Please do not mention any RATE here. RATE needs to be filled & uploaded in the specified folder only]

TENDER NOTICE NO. ECSC/PDS/2020/1013 (KGM Oil) Date 04.09.2020

KGM OIL

Refer attached Appendix 7 in Excel sheet

Signature of Bidder _____

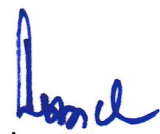
Name in Block letters _____

Capacity in which
Tender is signed _____

DATE and TIME schedule for the
NIT No.: ECSC/PDS/2020/1073 (KGM Oil) Dt: 04.09.2020

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. Documents by WBECSC Ltd. (online) (Publishing Date)	04.09.2020 at 3.00 p.m.
2	Documents downloading by prospective bidders (Online) (Opening)	04.09.2020 at 3.00 p.m.
3.	Bid submission started date (Online)	04.09.2020 at 3.00 p.m.
4.	Date of Pre-bid meeting	10.09.2020 at 3.00 p.m.
5.	Last date of Sample Submission	16.09.2020 at 3.00 p.m.
6.	Closure of online Documents downloading	18.09.2020 at 3.00 p.m.
7.	Online Bid submission closing date & time	18.09.2020 at 3.00 p.m.
8.	Opening date for Technical Bid (Online)	21.09.2020 at 3.00 p.m.
9.	Date of opening of Financial Bids (Online)	25.09.2020 at 3.00 p.m.
10.	Date of uploading details of lowest bidder(s) along with his rates (online).	25.09.2020 at 3.00 p.m.

* If any of the above date is colliding with date of lockdown/any other Govt. holiday, the mentioned activity under the said date will take place on the next working day.


Managing Director
WBECSC Ltd.