

WEST BENGAL ESSENTIAL COMMODITIES SUPPLY CORPORATION LIMITED

E-TENDER DOCUMENT

FOR THE SUPPLY OF KACCHI GHANI MUSTARD OIL (KGM OIL) in PDS THROUGH OUT West Bengal.

During The Festival of Durga Puja ,Kali Puja (Diwali) & Chhat Puja, 2019.

ECSC/PDS/2019/ 949 (KGM OIL) dated :09.08.2019

Tender Documents will be available on & from 09.08.2019 from 3:00 PM at www.wbtenders.gov.in

: Closing date and time: 31.08.2019 at 3.00 p.m.

Submission of the Technical and Financial bid: on or before **31.08.2019** 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.

:Opening date and time:

Technical Bid: on 02.09.2019 at 3:00PM Financial Bid: on 04.09.2019 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.

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Enclose: Aforesaid	schedules & enclosures nositively				
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This Tender Document Set has the following Schedules and Appendices:-

WEST BENGAL ESSENTIAL COMMODITIES SUPPLY CORPORATION LIMITED Eligibility Criteria and Specifications

Eligibility Criteria:

- I. Manufacturer/Repacker of BRANDED KACCHI GHANI MUSTARD OIL (K.G.M. Oil) having Turnover of not less than Rs. 05 Crores (Rupees Five Crores Only) annually for last three years (2016-17, 2017-18 & 2018-19) shall be eligible for selection to supply the material mentioned in the tender. Necessary documents in this regard are to be uploaded.
- II. The bidder should have their own distribution network in West Bengal and must have minimum 3 years experience in distribution. They should submit documentary evidence in support of experience.
- III. The selected bidder will have the capacity to supply throughout West Bengal.
- IV. The bidder should upload the Copy of the Balance sheet with an annual turnover of not less than 05 (Five) crores / year for last three years (2016-17, 2017-18 & 2018-19), duly audited by Chartered Accountant.
- V. The bidder should submit the Copy of Income Tax statement for last three assessment years (2017-18, 2018-19 and 2019-20) duly self-attested.
- VI. The GST registration number/Copy of GSTIN Acknowledgement letter of the bidder must be submitted by each bidder and HSN code must also be mentioned.
- VII. The bidder must have facilities to test the quality of K.G.M. Oil in processing units / at the go downs in West Bengal for undertaking pre-delivery inspection by WBECSC Ltd.
- VIII. The product must have FSSAI Certificate.
- IX. 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/ bottles to Dealers / distributors go down, the sample of which is to be submitted in triplicate, in sealed pack of three different batches by the authorized signatory of the bidder on or before the day of submission of EMD, to the PDS Division of WBECSC on receiving proper receipt. The said receipt is to be enclosed with the Tender Document.
- X. The firms/ companies/ suppliers who have been blacklisted or has been major defaulters in supplying the items in the past are debarred from participating in the tender process. The concerned firm/ company/ supplier is to submit written declaration into the matter.

II. Specification for KACCHI GHANI MUSTARD OIL:

The KGM OIL Miller/ Manufacturer/Repacker must meet the standard as per specification of KGM OIL as mentioned below: Packing size ½ Ltr (500 ml), and or 1 Ltr (1000 ml) poly packs/bottles (food grade), a few packs in a corrugated carton box.

Ref: Food Safety and Standard Act, 2006 & Rules, 2011

1. Chemical Parameters.

It shall clear, free from rancidity, suspended or foreign matter, separated water, added colouring or flavouring substances or mineral oil. It shall conform to the following standards:-

ANALYTICAL SPECIFICATION FOR KACCHI GHANI MUSTARD OIL

1	Refractive Index at 40° C	1.4646 to 1.4662
2	Acid Value	Not more than 6.0
3	Test for Argemone Oil	Negative
4	Test for Hydrocyanic Acid	Negative

Terms and Conditions

1. Submission of Tender:

- 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).
- II. 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 the offer as valid.
- III. Bidder must complete the questionnaires on standard format enclosed (appendix-1 to 4 & 6) with this Tender Document.
- IV. Bidders should submit bid 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**
- V. The tenders of those who do not qualify the eligibility criteria shall be rejected at any time during detailed scrutiny and evaluation stage even in later stage, if found ineligible.
- VI. The financial rate of the bidder is to be submitted only in stipulated BOQ in Commercial bid. Mentioning of rate anywhere else in the tender document shall make it liable to be rejected.
- VII. Tender form downloaded in the name of the prospective bidder / Firm alone should be used otherwise it will be rejected.

2. Deposition of Earnest Money & Security Deposit

- a) Prospective bidders shall have to deposit an Earnest Money of Rs. 5,00,000/- (Rupees five lacs only) through e-tender portal.
- b) Earnest Money needs to be deposited afresh and conversion of previously deposited EMD or Security Deposit for any other work shall not be allowed. The earnest money deposit will not earn any interest.
- c) The selected suppliers should furnish a Security Deposit of 2% of the value of order less earnest money already deposited 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

Prospective bidders in the tender may attend a Pre-Bid Meeting which will be held on 20-08-2019 at 3:00 PM at our Head Office at 11 A Mirza Ghalib Street, Kolkata 700 087 for any type of clarification regarding Tender.

7. Financial Bid

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

8. 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.

9. Validity of Offer:

The offers made by the bidders shall be valid for 90 (ninety) days from the date of acceptance of offer by which the entire quantity of work order has to be delivered. Schedule of supply/delivery will be intimated in due course of time. The bidder should not quote any other date for the validity of the offer. Tenders quoting any other validity date are liable to be summarily rejected.

The Validity of Offer may be extended, if deemed necessary, by the appropriate authority. The Management is not responsible for any upward revision of any taxes or raw material after issue of the confirm 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.

The WBECSC Limited 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.

10. Payment of Administrative Charges:

a) The successful bidder shall remit an amount at 1.00% of the value of the total delivered quantity as Administrative Charges by means of Demand Draft/NFT/RTGS, 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.

- b) WBECSC Ltd will not be liable to pay any inward and outward GST on tendered goods.
- c) No Cheque or Bank Guarantee shall be accepted as administrative charges.
- d) 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.
- e) The Earnest Money will be retained till issue of Work Order to selected suppliers. 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 online money receipt.
- f) The selected supplier/s must submit Administrative Charges with applicable rate of GST within one month of the last date of delivery. If the Administrative Charge is not paid then the Security Deposit remitted by the bidder shall be forfeited as per Agreement.
- g) The selected supplier/s must submit Total Administrative Charges with applicable rate of GST within one month of the last date of delivery failing which appropriate penal action may be taken as deemed fit by the Corporation.

11. 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 Corporation 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 retender from the bidder and the bidder is bound to pay the same on demand. Selected suppliers should not start supply without execution of agreement and deposition of security money.

12. Quality Control:

- I) 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. Before commencement of 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. to the Managing Director, WBECSC Limited at their own cost at random check in the FPS for giving clearance to continue the supply.
- II) 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 WBECSC Ltd. 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 WBECSC Ltd. 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.

III) Any appeal against the quality certificates may be made to the Food & Supplies Department, Govt. of West Bengal within 10 (ten) 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 Limited (Accounts Section) 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.

13. Testing Of KGM OIL:

As soon as stocks are build up in the go down, communication need to be made to WBECSC Ltd. and DCFS/ DDR to depute team of quality control so that testing of the KGM Oil can be made within 48 hours and deliver of KGM Oil can be made as soon as indent is received from DCFS/ DDR. One sample will be retained by the DCF&S/ DDR and will be used to tally with KGM Oil (to be distributed in PDS). 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 go downs in West Bengal and supplier will be responsible for quality of the KGM OIL at any point of sale.

14. Mode of Supply:

- 1. The selected supplier/s should supply within 48 hr. from the receive of indent from respective D.C.F & S. and D.D.R.
- 2. The ordered quantity of K.G.M. Oil shall be supplied by the supplier at their expense to the Door Step of all M.R. Distributors/ Authorized Wholesalers in West Bengal for FPS owners in Kolkata & Howrah SR area. In order to facilitate smooth distribution of K.G.M. Oil through Lorries, the supplier should normally deliver the K.G.M. Oil to the M.R. Distributors/ Authorized Wholesalers from their go downs with minimum of one full truck load of 10MT.
- 3. Supplier should send updated supply quantity on daily basis by fax/e-mail/letter etc. within 12 noon positively.
- 4. Selected supplier should submit any kind of supply related report during or after distribution, if asked for.

15. Rate:

The rate should be quoted per 500 ml and or 1000 ml Pouch Pack / Bottle net inclusive of transport charges up to the go down 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 or 1000 ml Pouch Pack/Bottle in Indian Rupees. The Price should be legibly written both in words and figures. The GST component in BOQ must be shown separately.

In respect of bidders, the total cost includes all expenses up to 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.

The decision of West Bengal Essential Commodities Supply Corporation Limited after evaluation of the documentary evidences and other claims in respect to the eligibility of bidder shall be final.

16. Delivery and Payment:

- I. The Supplier should deliver the indented quantity at the door step of M.R. Distributors/ Authorized Wholesalers /FPS. 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 suppler /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, WBECSC Ltd., also reserves the right to recover any dues from the successful tenderer which is found, on a later date. Accordingly, the bidder is liable to pay such dues to the Corporation immediately on demand.

17. GENERAL:

- I. It is not binding on the part of the Managing Director, WBECSC Limited, 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 Managing Director also reserves the right to accept one or more Bids at L1 rate.
- II. The bidders should submit documents regarding production capacity per day/per month in their official letter head apart from mentioning the same in appendix-4.

18. Penalty:

- I. 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.
- II. For failure to keep up the supply schedule fixed for supply as per clause-15 of the tender conditions, a penalty of Rs.2000/- per day, per K.L. for the defaulted quantity shall be levied for every day of delay in supply or for short supply, in the event of the failure of the successful tenderer to deliver the stock within the stipulated time, in addition to forfeiture of the security deposit. The Managing Director also reserves the

- right to grant extension of time with penalty subject to his satisfaction on the past performance of the supplier or to take action to terminate the contract.
- III. If the selected bidder/s failed to supply throughout the West Bengal then the bidder/s will be debarred to supply.
- IV. If any deviation from approved quality is found in sample testing during distribution period, the supply will immediate be suspended, and the supplier will be black listed for future supply as per the black listing policy of the Govt. of West Bengal.
- V. In case of providing inflated supply data or non submission of daily report/other report of supply, if asked for, during or after distribution, the suppliers will be show caused and penal action will be taken as per decision of the authority.
- VI. Supply of Poor quality food items and providing less quantity in pouch pack will lead to forfeiture of Security Deposit & initiation of blacklisting process against the supplier, as per approval of the authority.
- VII. In case of submission of false information/document, the bidder should be debarred from participating tender in the WBECSC Ltd. for 3 years.
- VIII. Any supply beyond valid indented period will be treated as illegal and penal action shall be initiated against the supplier which may include blacklisting. Quantity of such supply will not be included in daily supply report.
- IX. In case of any refusal/non supply of single quantity of KGM Oil in any district the supplier will be debarred from supply and he may be blacklisted from PDS supply in future.

19. Inspection

Any officer authorized by the Food & Supplies Department may undertake inspection at any point of time from supplier's godown to the distribution point (FPS).

20. Rejection of Tender

The WBECSC Limited reserves the right to reject any/all tender without assigning any reason thereof and the same should not be questioned, whatsoever.

LIST OF DOCUMENTS TO BE UPLOADED ALONG WITH TENDER

- 1. Documents showing Quality Control Measures/ Laboratory Testing Facilities
- 2. Certificate of Registration
- 3. Trade License
- 4. GSTIN No/Copy of GSTIN acknowledgement no, Origin place of supply, HSN code.
- 5. PAN Card of the Firm
- 6. Auditors' Report for last three years (2016-17, 2017-18 and 2018-19)
- 7. Annual Turnover for last three years (2016-17, 2017-18 & 2018-19) (Appendix-3)
- 8. Trade Mark Certificate
- 9. Test Report of the products from a Govt. recognized laboratory declaring fit for human consumption.
- 10. Income Tax Return Certificate for three financial years 2017-18, 2018-19 and 2019-20
- 11. Certificate like ISI, ISO, etc.
- 12. Document showing experience in supplying Edible Oil to Government projects.
- 13. Document/ Self declaration regarding distribution network in West Bengal.
- 14. Document showing Milling/ Production Capacity.
- 15. Document showing Storage facility.
- 16. FSSAI Certificate.
- 17. Declaration as required under Para 1 (X).

<u>Offer</u>

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:	No. 717 Wiles & E main
TENDER FORM NO	
Dear Sir,	
1. In continuation of my/our above tender, I/ we subr 7 for supply of KGM OIL in 500 ml and or 1000 specifications in Schedule-1.	•
2. I/We agree to abide by the terms and conditions agree to supply the entire ordered quantity at the rather the rate quoted and approved by the WBECSC Ltd (ninety) days from the date of acceptance of offer, we necessary by the relevant Authority.	tes quoted by me/ us as per Appendix-7 in this tender will be valid for the 90
3. I/We have understood all the instructions to the Bid thoroughly examined the specification quoted in the of the nature of the product required and my/our accordance with the requirements.	schedules hereto and am/are fully aware
Yours faithfull	у
	FULL SIGNATURE OF BIDDER
ADDRESS	S
DATED Contact	no
FULL SIGN	NATURE OF WITNESS
ADDRESSS-	

DATED -----

Contact no.----

Questionnaire about Bidder

1. Name of the Firm		
2. (i) Full address	Phone	e No
(ii) Local Address	Phone	No
3. Name of the authorized person	Cont	tact No.
	YES	NO
4. Whether firm is registered in firm Registration (in case of Partnership firm)		
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 / YY	YY	
10. Whether they have any distribution network all over West Bengal and they are in a position to supply all over West Bengal from the production of his Mill.	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. Organization / Undertaking	YES	NO

Appendix 3

Turnover Statement for Last 3 years only from KGM Oil business (Enclosed documents duly authenticated by Chattered Accountant)

SL. No	Name of Firm/ Oil Mill	Financial Year	Turnover in Crores from KGM Oil business

N.B. :(I) The decision of Management of W.B.E.C.S.C. Ltd. on assessment of past performance will be FINAL.

Signature of Bidder-	
Name in Block lette	rs
Capacity in which:	
Tender is signed	

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

Appendix 4

Proforma for product and Quality Control of Bidder

Tend	ler No. &	Date			for th	ne sup	pply of	
1.	Details (a)	of firm Name (i)	o Office	:				
		(ii)	Address					
			Telephone	•				
		(iv)	' -					
		(v)	E-mail	:				
1.	Location	of	manufac	turing	works	/	factory.	
							<u> </u>	
3.	machir	nery pe	pacity of Korday r day and pod d man powe	er mont			- .	
4.		,	•					
	(a)	No	ormal				_	
	(b)	Ma	aximum				_	
5.			rangements atory etc.	for qua	ality contr	ol of	products	
6.	•		the particul erns/PSUs/L					
8.			ognized Qua cription of IS	-		SSAI (Certificate)	
9.	Furnish	n detail	s of your pro	oduct qu	uality certi	ficate	s like (like ISI, CE, EN standard	ls)
			Si	ignature	e of Bidder			
			N	ame in	Block lette	ers		
				apacity ender is	in which: signed			
			S	eal of th	e Firm:			

Appendix 6

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 KGM Oil Miller and Govt. Supplier		
2.	Details of Fleet to supply 4000 MT/month		
3.	Earnest money of Rs. 5,00,000/- through e-tender portal		
4.	Turnover Statement of last three years (2016-17, 2017-18 and 2018-19)		
5.	Product quality details		
6.	Details of storage space		
7.	Details of experience in supplying Edible Oil in Govt. / Govt. aided concerns		
8.	Sample of KGM OIL submitted.		
9.	Any other relevant information		
10.	All required Documents as per Pg- 10 Submitted		

Signature of Bidder-	
Name in Block letter	'S
Capacity in which: Tender is signed	
Seal of the Firm:	

Proforma for Commercial Bid

[PLEASE DO NOT MENTION ANY RATE HERE. RATE NEEDS TO BE FILLED ONLINE & UPLOADED IN THE SPECIFIED FOLDER ONLY]

TENDER NO.	
	KGM OIL
Ro	efer attached Appendix 7 in Excel sheet
	Signature of Bidder
	Name in Block letters
	Capacity in which tender is signed

Seal of the Firm:

<u>DATE and TIME schedule for the</u> <u>NIT No. : ECSC/PDS/2019/949 (KGM OIL) dated-09.08.2019</u>

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. Documents by	00 00 2010 at 2 00 m
1	WBECSC Ltd. (online) (Publishing Date)	09.08.2019 at 3.00 p.m.
2	Documents downloading by prospective bidders	00 09 2010 at 2 00 n m
	(Online) (Opening)	09.08.2019 at 3.00 p.m.
3	Date of Pre-bid meeting	20.08.2019 at 3.00 p.m.
4	Closure of online Documents downloading	31.08.2019 at 3.00 p.m.
5	Bid submission started date (Online)	09.08.2019 at 3.00 p.m.
6	Online Bid submission closing date & time	31.08.2019 at 3.00 p.m.
7	Last date of Sample Submission	22.08.2019 at 5.00 p.m.
8	Opening date for Technical Bid (Online)	02.09.2019 at 3.00 p.m.
9	Date of opening of Financial Bids (Online)	04.09.2019 at 3.00 p.m.
10	Date of uploading details of lowest bidder(s)	
10	along with his rates (online).	04.09.2019 at 3.00 p.m.

Sd/Managing Director
WBECSC Ltd.