



**WEST BENGAL ESSENTIAL COMMODITIES SUPPLY CORPORATION LIMITED**

**E-TENDER DOCUMENT**

**ECSC/PDS/2024/1732(Flour) dated:18.01.2024**

**FOR THE SUPPLY OF FLOUR (MAIDA) for FESTIVE SPECIAL PACKAGE IN PDS IN RAMZAN  
2024**

**Tenders, comprising both technical and financial bids, are to be submitted concurrently, digitally  
signed and to be in the website: [www.wbtenders.gov.in](http://www.wbtenders.gov.in)**

**HEAD OFFICE: 11A, B- BLOCK KHADYA BHAVAN MIRZA GALIB STREET, KOLKATA  
Pin- 700 087.  
Email-pdswbecscltd@gmail.com**

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

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**Enclose: Aforesaid schedules & enclosures positively.**

**NOTICE INVITING E-TENDER**

West Bengal Essential Commodities Supply Corporation (WBECS) intends to float e-Tender inviting proposals from eligible flour Manufacturer/millers for Supply of Flour (Maida) as per the specified parameters for supply in Festival Special Package in Public distribution system. Important Information about this e-Tender is given below.

SI No	Information	Details
1	Tender Inviting Authority	West Bengal Essential Commodities Supply Corporation (WBECS)
2	Job requirement	Supply of flour (Maida) as per the quality specifications to be delivered at M.R. Distributor points / Wholesale godown points of PDS system in different districts. This includes packaging, handling, loading, transporting, unloading, carrying and delivery .
3	Supply schedule	Supply to be completed Within 10 days from the date of issuing supply order unless extension is allowed by the Tender Inviting Authority or as per G.O. issued by F & S Deptt. whichever is earlier. The probable period of supply may fall in the month of February 2024
4	Date and time of floating of tender	18.01.2024 , 02.00 p.m.
5	Documents download start date& time	18.01.2024 , 02.00 p.m.
6	Pre-bid meeting	25.01.2024, 03.00 p.m.
7	Last date for sample submission	05.02.2024 , 5.00 pm.
8	Last date of submission of complete bid document including technical and financial proposal and financial proposal	08.02.2024, 02.00 p.m.
9	Date & time for opening technical proposal	12.02.2024, 02.00 p.m.
10	Date and time for opening Financial proposal	16.02.2024, 02.00 p.m.
11	Earnest Money Deposit (EMD) amount and mode of payment	Rs. 10,00,000 EMD to be paid through WB e-tender portal only
12	Security Deposit to be deposited by the selected bidder and mode of payment	<b>Rs. 40,00,000/- (Rupees Forty Lacs only)</b> Security deposit to be made through RTGS/ NEFT to Beneficiary-WBECS Ltd. Bank Account-0093000109114712. PUNJAB NATIONAL BANK, NEW MARKET BRANCH, IFSC-PUNB0009300.

## SCOPE OF WORK

Following is an indicative Scope of Work for the supply of Flour (Maida) to Distributor points/Wholesale godown points in different districts.

**1. Item to be Supplied**

Flour (Maida)

**2. Quantity to be Supplied**

8030.00 MT (Provisional Quantity). However, the actual quantity of supply will be as per the indent received from the respective districts.

**3. Delivery Obligations**

- I. The Supplier shall be responsible for packaging, handling, loading, transporting, unloading, carrying and deliver in to the Distributor points/Wholesale godown points in different districts. Transit losses, if any, will have to be borne by the Supplier on no-recourse basis.
- II. Only selected bidders will perform the job. No sub-bidder will be allowed to make any supply. If found, it will be viewed as violation of norms.

**4. Delivery Schedule**

Supply to be completed within 10 days from the date of issuing supply order, unless necessary extension is allowed at the sole discretion of WBECSC LTD. or as per G.O. issued by F & S Deptt. whichever is earlier The probable period of supply may fall in the month of February 2024.

**5. Change in Scope of Work**

Any change in Scope of Work as intimated by the WBECSC to the Supplier shall be construed in terms of the Scope of Work contained herein and any change there to shall always be deemed to form part of this Scope of Work.

**6. Packaging**

Printed bags may be used for supply with details as mentioned below or bags should carry a label/sticker with same details:-

<b>Ramzan 2024</b>	
WBECSC Ltd. (A govt. of West Bengal Undertaking)	
Item :	Flour
Date of Manufacturing:	(.....)
Name of District :	(.....)
Name of supplier :	(.....)

## 1. Eligibility Criteria and Documents to be Submitted in Support of Bids

S. No.	Eligibility Criteria	Documents to be provided								
<b>Technical Criteria</b>										
1.	<p>The bidder must be a</p> <p>(i) company within the meaning of Companies Act ;or</p> <p>(ii) limited liability partnership (“LLP”) registered under the Limited Liability Partnership Act, 2008; or</p> <p>(iii) partnership registered under the Partnership Act,1932;or</p> <p>(iv) a proprietorship firm. The bidder must be in existence for last 5(five)years as on the date of submission of the bid, having its registered office and/or principal place of business in the State of West Bengal. The bidder must be a firm/entity as required above engaged in the business of Manufacturing/ milling of flour (Maida).</p>	<p><u>For Company:</u> Certificate of Incorporation, Memorandum of Association and Articles of Association and Last Filed Annual Return</p> <p><u>For LLP:</u> Registration Certificate, LLP Agreement and Last Filed Statement of Account and Solvency</p> <p><u>For Partnership Firm:</u> Registration Certificate and Partnership Deed</p> <p><u>For Proprietorship Firm:</u> Trade License and /or License under the West Bengal Shops and Establishments Act, 1963.</p>								
2.	The bidder should be in the business of Manufacturing/ Milling and supply of Flour (Maida) and shall have successfully completed supply of minimum 1500 MT of Flour (Maida),	<p>Certificate from the Chartered Accountant stating that the bidder has completed supply of 1500 MT as per the format prescribed below:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Financial Year</th> <th>Quantity of Flour Supplied (in MT)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Financial Year	Quantity of Flour Supplied (in MT)						
Financial Year	Quantity of Flour Supplied (in MT)									
3.	The bidder shall have a valid Food Safety and Standards Authority of India (“FSSAI”) license as on the date of submission of the bid	Copy of FSSAI License.								
4.	The bidder should have sufficient storage capacity, at Kolkata or in the allotted districts of West Bengal.	Details of the godowns should be furnished in Appendix-5.								
5.	Bidder shall submit the sample of Flour in triplicate, in three 500 gm sealed packets	Acknowledgement / Documentary evidence issued by the DGM, PDS of WBECSC								

<b>Financial Criteria</b>														
6.	<p>The bidder should have an annual average turnover of (i) INR 5 Crore, in any three of the financial years:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">F.Y.</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2018-19</td> </tr> <tr> <td style="text-align: center;">2019-20</td> </tr> <tr> <td style="text-align: center;">2020-21</td> </tr> <tr> <td style="text-align: center;">2021-22</td> </tr> <tr> <td style="text-align: center;">2022-23</td> </tr> </tbody> </table>	F.Y.	2018-19	2019-20	2020-21	2021-22	2022-23	<p>Audited Financial Statements (audited by chartered Accountant) of the relevant 3 (three) financial years corresponding to the financial years claimed against the preceding column.</p> <p>Filed Income Tax Returns of the financial years:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">A.Y.</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2019-20</td> </tr> <tr> <td style="text-align: center;">2020-21</td> </tr> <tr> <td style="text-align: center;">2021-22</td> </tr> <tr> <td style="text-align: center;">2022-23</td> </tr> <tr> <td style="text-align: center;">2023-24</td> </tr> </tbody> </table>	A.Y.	2019-20	2020-21	2021-22	2022-23	2023-24
F.Y.														
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2020-21														
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2023-24														
7.	<p>The bidder shall be registered for Goods and Services Tax (“<b>GST</b>”) and shall have valid Permanent Account Number (“<b>PAN</b>”)</p>	<p>Copy of GST registration and copy of PAN</p>												

**Quality Control and Quality Specifications**

- i. WBECSC Ltd. is very keen in supplying only quality **Flour (Maida)** strictly conforming to the specifications mentioned below. The supplier is solely responsible for the quality of **Flour (Maida)** to be supplied by them. During distribution period, random sample checking will be made by the Govt. officials.
- 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 Tender Committee with regard to quality of the Flour (Maida) shall be final and it should not be disputed by the supplier. The sample of the Flour (Maida) 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 dispatch 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 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 considered that the report of the Dte. of I&Q.C. is final.

**Testing Of Flour (Maida):**

The Samples of Flour (Maida) will be collected by the Officials during pre-delivery from the Distributor/Wholesaler point and send the sample to the I&QC Deptt. for testing. After commencement of supply the Officials will conduct random checking of the samples at FPS point and send the sample to the I&QC Deptt. for testing.

## Specification of Flour (Maida)

**Ref: The F.S.&S. (Food ... Additives) First Amendment Regulations, 2021, Sub-regulation 2.4.2 Maida.**

### **Maida :**

“Maida” means the product obtained from the clean grains of wheat by grinding or milling processes in which the bran and germ are essentially removed and the remainder is comminuted to a suitable degree of fineness. It shall be free from abnormal odours, living insects, filth( impurities of animal origin including dead insects).

It shall conform to the following standards:

- |  |   |   |
|--|---|---|
| 1. Moisture  | : | Not more than 14.0 per cent (by mass)           |
| 2. Total Ash   | : | Not more than 1.0 per cent (on dry mass basis). |
| 3. Ash insoluble in dilute HCL   | : | Not more than 0.1 per cent (on dry mass basis)  |
| 4. Gluten (on dry mass basis)  | : | Not less than 7.5 per cent.                     |
| 5. Alcoholic acidity (with 90 per cent alcohol expressed as Sulphuric Acid (on dry mass basis) | : | Not more than 0.12 per cent                     |
|  | : | Not less than 98 percent                        |
| 6. Granularity (Shall pass through 212 micron IS sieve-70 mesh)                                | : | Not more than 100 mg per Kg                     |
| 7. Uric Acid   |   |   |

It shall be free from Rodent Hair and excreta.

**Packaging materials** shall be of **foodgraded**.

**INSTRUCTIONS TO BIDDER****1. Completeness of Bids**

- i. The bidders are advised to study all instructions, terms, requirements, and other information carefully.
- ii. Submission of the bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- iii. The response to this e-Tender notice should be full and complete in all respects. Failure to furnish the information required by the RFP or submission of a bid not substantially responsive to the e-Tender notice in every respect will be at the bidder's risk and may result in rejection of the same; and
- iv. The bidders must:
  - A. Submit all documents specified.
  - B. Follow the format wherever prescribed and respond to each element in the manner as set out.
  - C. Comply with all requirements.

**2. Pre-Bid Meeting and Clarifications****Pre-Bid Meeting**

1. Pre-Bid Meeting with the bidders on 25.01.2024 at 03.00 p.m. at Conference Hall of WBECSC, Ground floor, B-Block, KhadyaBhawan,11-A, Mirza Ghalib Street, Kolkata 700087;
2. The bidders will have to ensure that their queries, if any, for the Pre-Bid meeting should be sent to [pdswbecscltd@gmail.com](mailto:pdswbecscltd@gmail.com) by 3.00 pm on 24.01.2024.
  - (a) Any requests for clarifications submitted post the indicated date and time shall not be entertained by the WBECSC and
  - (b) Not more than 1 (one) person on behalf of each bidder shall be allowed at the Pre-Bid Meeting.

**Responses to Pre-Bid Queries and Issue of Corrigendum/Addendum (if any)**

- (a) WBECSC will endeavor to provide timely response to all queries. However, the WBECSC neither represents nor warrants as to the completeness or accuracy of any response made in good faith, nor does the WBECSC undertake to answer all the queries that have been submitted by the bidders.
- (b) WBECSC in response to pre- Bid queries by a prospective bidder, if deemed fit, may modify the Tender document by a corrigendum or addendum.

- (c) Any such corrigendum/addendum shall be deemed to be incorporated in to this Tender document and shall form part of the Tender document.
- (d) In order to provide prospective bidders reasonable time for taking the corrigendum/addendum in to account, the WBECSC may, at its discretion, extend the last date for submission of the bids; and
- (e) The bidders are requested to visit the Portal on a regular basis to remain informed and updated of any and all developments with respect to the Tender. The WBECSC shall bear no responsibility or liability for bidders failing to do so.

### **3. Compliance with Applicable Laws**

The bidders shall in addition to the terms and conditions of this RFP have to comply with all applicable laws in India, including acts, ordinances, rules, regulations, bye-laws or notifications, orders, circulars, practices and procedures of the Government of India and Government of West Bengal, in connection with public tenders generally or the proposed Scope of Work specifically, including the Essential Commodities Act, 1955.

### **4. Accuracy of Information**

The bidder shall submit true, correct, and genuine information and documents. During the tender process or during performance of the Supply Contract, if any information or documents submitted by any bidder/selected bidder/Supplier is found to be incorrect, misleading, manufactured or fabricated, the bid of such bidder will be rejected and if the Letter of Intent/Supply Contract/Supply Order has been issued/ executed, then such Letter of Intent/Supply Contract/Supply Order shall be terminated/cancelled, after giving an opportunity of being heard to the bidder/selected bidder/Supplier, as the case may be. Further, the WBECSC shall have the right to suspend/debar/blacklist the bidder /selected bidder/Supplier from participating in any tender issued by the WBECSC for a period of up to 2(two)years, without prejudice to any other rights that the WBECSC may have.

### **5. Authorized Representative of the Bidder**

Where an individual as a director/principal officer/partner/designated partner, uploads any bid for and on behalf of the bidder, such person shall upload a copy of the board resolution (if the bidder is a company) or power of attorney (if the bidder is a limited liability partnership, partnership firm or proprietorship), authorizing him to action on behalf of the bidder for the purpose of this bid process as well as the self-attested copies of his identity proof(Voter ID Card/Aadhaar Card/ Passport).

### **6. Tender Documents**

In matters of determining the rights and obligations of the selected bidder, clarifications, amendments, modifications, notices, addendum, corrigendum, issued by the WBECSC ,the documents submitted by the selected bidder including the Technical Proposal and the Financial Proposal, the Scope of Work, the Supply Contract(Agreement), the Supply Order(s),

Delivery Schedules and any and all other document whether mentioned herein above or not, but issued or exchanged as part of this tender process and appointment of the selected bidder shall constitute the tender documents.

#### **7. Blacklisting**

In order to be eligible for the bid, the bidder or its promoters/controlling shareholders/partners/ designated partners, as the case may be, shall not be barred or blacklisted by the Government of India, Government of West Bengal, any other State Government, any Central Government/State Government organization, undertaking, body or parastatal, in any manner what so ever, as on the date of submission of its bid.

#### **8. No Pending Disputes**

In order to be eligible for the bid, the bidder or its promoters/controlling shareholders/partners/ designated partners, as the case may be, shall not have any pending disputes with the WBECSC or Government of West Bengal which continues as on the date of submission of its bid.

#### **9. Instructions for Preparation and Submission of Bids**

- a. The bidders are responsible for registration on the-procurement portal ([www.wbtenders.gov.in](http://www.wbtenders.gov.in))(“Portal”) at their own cost;
- b. Each bidder is required to obtain a Class-III Digital Signature Certificate (“DSC”)for submission of tenders from the approved service provider of the National Informatics Centre (“NIC”);
- c. The bidders are advised to thoroughly go through all the procurement guidelines and instructions, as provided on the Portal and accordingly submit the bid;
- d. The WBECSC shall not be liable for the failure of any bidder to comply with guidelines and instructions provided on the Portal;
- e. The bidder shall submit the proposals online through the Portal as described below:
  - i. **Technical Proposal**–Scanned copy (in PDF format) of Technical Proposal digitally signed using the DSC, as per the format provided in the **Appendix-6** should be uploaded on the Portal.
  - ii. **Financial Proposal**– Financial Proposal digitally signed using the DSC, as per the format (Excel format) mentioned in the Appendix-7 should be uploaded on the Portal. The Financial Proposal should contain the Bill of Quantities (“BOQ”) and should be inclusive of the cost of all Deliverables.
- f. Following are certain key considerations to be kept in mind by the bidder while submitting the bid:
  - i. The Technical Proposal and Financial Proposal shall be submitted concurrently on the Portal.
  - ii. The proposals that are incomplete or not in prescribed format shall be rejected.
  - iii. Conditional proposals shall not be accepted on any ground and shall be rejected;
  - iv. If any clarification is required, the same should be obtained before Pre-Bid Meeting.

- v. The bidders are advised to upload the proposals well before time to avoid last minute issues.
- vi. No physical or offline submission of bids would be acceptable.

#### **10. Earnest Money Deposit**

- a. The bidders shall submit, along with their bids, an EMD of an amount equivalent to INR 10,00,000 (Indian Rupees Ten Lakhs)only.
- b. The submission of the EMD may be done by either of the modes available on the Portal, i.e., Net Banking or RTGS/NEFT, as per the procedure laid down in the Memorandum bearing No. 5696-F(Y) dated 1<sup>st</sup> October 2019 read with Memorandum bearing No.3975-F(Y) dated 28th July 2016, both issued by the Audit Branch, Finance Department, Government of West Bengal (collectively “EMD Memo”);
- c. Bids submitted without the EMD will be summarily rejected;
- d. In the case of selected bidder, the EMD will be adjusted towards the security Deposit.
- e. Subject to Clause 11 (Refund of Earnest Money Deposit) below, the EMD shall bear no interest and will be refundable to the unselected bidders without any accrued interest on it; and
- f. The EMD may be forfeited:
  - i. If a bidder withdraws its bid during the period of Bid Validity; or
  - ii. If a bidder breaches the terms and conditions of this Tender; or
  - iii. If the selected bidder fails to accept the Letter of Intent; or
  - iv. If the selected bidder fails to furnish the Security Deposit.

#### **11. Refund of Earnest Money Deposit.**

The EMD of all the bidders, save and except bidders to whom Award of Contract will be issued, shall be refunded automatically through the Portal.

#### **12. Interpretation of the clauses in the Tender documents**

In case of any ambiguity in the interpretation of any of the clauses in the RFP, the WBECSC LTD' interpretation of the clauses shall be final and binding on the bidder. The decision taken by the WBECSC LTD in the process of tender evaluation shall be full and final.

#### **13. Tender Opening**

- a. The bid opening shall take place through the Portal. Online bids submitted along with the EMD shall be considered for bid opening as per the time lines mentioned in the NIT
- b. In case EMD is not received as per the timeline mentioned in the RFP, the bid submitted in the Portal shall be rejected; and
- c. During bid opening, preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required EMD has been

furnished and whether the bids are generally in order. Bids not conforming to such preliminary requirement will be *prima facie* rejected.

#### **14. Technical Criteria and Evaluation**

- a. The WBECSC shall open, evaluate, and compare the Technical Proposals that have been determined to be substantially responsive during the preliminary scrutiny.
- b. The WBECSC shall review the Technical Proposal in terms of the Eligibility Criteria and the Documents to be submitted in support of the bid. To assist in the scrutiny, evaluation, and comparison of the bids, the WBECSC may, as its discretion, ask any of the bidders for clarification on their bid on any of the points mentioned there in and the same may be sent through e-mail. No change in the prices, or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by WBECSC at the time of evaluation of the bids.
- c. The WBECSC may also summon any of the bidders to seek additional information and documentation as well as the original hard copies of any of the documents uploaded by the bidder on the Portal, for purposes of verification. In the event the bidder does not submit such information and/or documents to the WBECSC within the stipulated time, their bids shall be liable to be rejected; and
- d. The Technical Proposals for only those bidders who have been found to be in compliance with the Eligibility Criteria and the Documents to be submitted in support of the bid, to the satisfaction of the WBECSC shall be considered for the evaluation of the Financial Proposal.

#### **15. Financial Criteria and Evaluation**

- a. The Financial Proposal of only those bidders who have been qualified in the Technical Evaluation will be opened.
- b. The bidders will be required to quote a consolidated rate per MT of Flour to be supplied, for each of their bids, in respect of each of the e-Tender(s) it participates in, towards the cost of all the Deliverables specified.
- c. The Financial Proposal will be inclusive all applicable rates, levies, taxes, cess, GST and other statutory duties;
- d. Any conditional bid will be rejected;
- e. If there is any discrepancy between words and figures, the amount in words will prevail;
- f. If there is no price quoted, the bid shall be declared as disqualified.

#### **16. Selection of the Bidder**

Identification of bidder with lowest Financial Proposal (“L1”) will be determined as per the criteria below:

- a. The bidder who has submitted the lowest Financial Proposal as per the format provided shall be termed as the L1 bidder. However, the WBECSC shall have the authority to declare any bidder other than the bidder who has submitted the lowest Financial Proposal, to be the L1 bidder on specific and definite grounds including quality of Flour (Maida), credentials and experience, to be duly recorded in writing;
- b. A confirmation on the Financial Proposal will be sought from the L1 bidder.
- c. In such a scenario the bidder who had submitted the next lowest Financial Proposal (“L2”) may be called for negotiation and for matching the L1 bidder’s Financial Proposal.
- d. In the event the Financial Proposals of 2(two) or more bidders are at par, the WBECSC will hold an inters auction amongst such bidders to quote further lower bids and shall declare the bidder who has offered the lowest bid in such auction to be the L1 bidder.

#### **17. Letter of Intent**

- a. The selected bidder will be notified of the **Letter of Intent** by the WBECSC by uploading such information on the Portal; and
- b. Until the Supply Contract is executed, the Letter of Intent shall constitute a binding direction on the selected bidder to perform its obligations as may be directed by the WBECSC.

#### **18. Security Deposit**

- i. Within 3 (three ) days of the receipt of Letter of Intent from the WBECSC, the selected bidder shall make the payment for security deposit of amount Rs. 40,00,000/- (Rupees Forty Lacs only).
- ii. Security deposit to be made through RTGS/ NEFT to the Beneficiary-WBECSC Ltd, Bank Account-0093000109114712, PUNJAB NATIONAL BANK, NEW MARKET BRANCH, IFSC-PUNB0009300.

#### **19. Signing of Supply Contract (Agreement)**

- a. Promptly after receipt of the Security Deposit from the selected bidder, the WBECSC shall send to the selected bidder, the Supply Contract to be executed. Each page of the Supply Contract should be signed by the WBECSC’s authorized signatory and the Supplier's authorized signatory.
- b. Within 3(three) days of receipt of the Supply Contract from the WBECSC the selected bidder shall sign and date the Supply Contract and return it to the WBECSC and
- c. If, more than 1(one) bidder may be the selected for supply of Flour (Maida) separate and distinct Supply Contracts shall be executed with each such supplier.

## **20. Supply Order**

- a. The Supply Order shall be issued by the WBECSC after the execution of the Supply Contract. The delivery of Flour (Maida) to the Distributor points/ Wholesale godowns by the Supplier shall be as per the Delivery Schedules forming part of the Supply Contract and issued by the WBECSC from time to time and communicated to the Supplier by means of email; and
- b. The supply of Flour (Maida) in terms of the Scope of Work has to be completed by the Supplier within 10 (ten) days from the date of issuance of supply order, unless necessary extension is allowed at the sole discretion of WBECSC or as per G.O. issued by F & S Deptt. whichever is earlier. The delay in delivery with respect to the Delivery Schedule shall attract penalty as provided under the Supply Contract.

## **21. Failure to Agree with the Terms and Conditions of the Supply Contract**

The failure on part of the bidder/selected bidder/Supplier to agree and comply with the terms and conditions of the tender / Supply Contract /Supply Order shall constitute sufficient grounds for the rejection of the bidder's proposal or cancellation of the Letter of Intent to the selected bidder or termination of the Supply Contract executed with the Supplier or cancellation of the Supply Order issued to the Supplier, as the case may be and in such an event the WBECSC shall be entitled to forfeit the EMD or Security Deposit ,as may be applicable.

## **22. Validity Of bid**

- A. The proposals made by the bidders shall be valid for 150 days from the date of acceptance.
- B. Tenders quoting any other validity date are liable to be summarily rejected.

## **23. 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 liable to pay damages to the WBECSC Ltd. besides blacklisting 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. (Agreement copy attached at appendix-8)

#### **24. 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 RTGS/NEFT, immediately after completion of delivery to the distributors' door-step. The RTGS/NEFT should be drawn on any scheduled Bank in favour of 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 supply 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.
- e) The selected supplier/s must submit Administrative Charges within 90 days from the completion of supply, failing which appropriate penal action may be taken as deemed fit by the Corporation.

#### **25. 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.

**General Terms of Contract**

**1. Indemnity**

- (i) Not with standing anything contained in the Supply Contract ,the Supplier agrees to indemnify and hold harmless the WBECS and other officials of the WBECS (“**WBECS Indemnified Party**”) forth with upon demand at any time and from time to time, from and against any and all losses, claims, damages, costs, liabilities, fines, penalties, interest, imposts, demands, compensations paid in settlement or expenses(including reasonable attorneys’ fees, disbursements, costs and expenses that may be incurred in defending any such liability (ies) claim (s), proceeding (s) etc. suffered, incurred, undergone and/ or sustained by the WBECS Indemnified Party, arising from or in connection with or resulting from:
- (a) Any misstatement or any breach of any representation or warranty as specified in the Supply Contract made by Supplier or its employees, agents, and representative so any other person claiming through or under it; and/or
  - (b) The failure, negligence , fraudulent to missions, will full misconduct by Supplier or its employees, agents, and representatives or any other person claiming through or under it, to fulfill any agreement, covenant or condition contained in the Supply Contract, including without limitation the breach of any terms and conditions of the Supply Contract; and/or
  - (c) Failure by the Supplier or its employees, agents, and representatives or any other person claiming through or under it, to comply with the applicable laws ,including acts, ordinances, rules ,regulations, bye laws or notifications, orders, circulars ;and/or
  - (d) Failure by the Supplier or its employees, agents, and representatives or any other person claiming through or under it to pay any applicable rates, levies, taxes, cess and statutory duties and impositions of whatsoever and howsoever nature ;and/ or
  - (e) Any claims made by any third party against WBECS arising out of any act, deed or omission by the Supplier and/ or persons claiming through or under the Supplier; and/ or
  - (f) Performance of the Supply Contract by the Supplier.
- (ii) For the avoidance of doubt, indemnification of claims shall be made in amount(s) sufficient to restore the WBECS Indemnified Party to the financial position it would have been in had the claims not occurred.

## 2. Penalties and deductions.

- (i) Time and quality is the essence of the Supply Contract, and in the event of delay or failure in quality caused due to gross negligence or any deviation on the part of the Supplier in fulfilling its obligations under the Supply Contract as per the Delivery Schedule and in terms of the Scope of Work, the WBECSC shall be entitled at its option to deduct from the Total Supply Payment due to the Supplier or the Security deposit

S. No.	Nature of Breach or Default	Penalties & Deductions
1.	Delayed Delivery of entire or part of supply of Flour as per the Delivery Schedule	INR 25 (Indian Rupees Twenty Five) only per MT per day, for the defaulted (undelivered) quantity, for every day of delay in delivery, from the due date of delivery till actual delivery of the non-delivered amount, in terms of the quantum specified in the Supply Order
2.	In case of any short supply, penalty for the defaulted quantity may be imposed.	INR 1000 (Indian Rupees One thousand) only per MT for the defaulted (undelivered) quantity.

## 3. Termination of Supply Contract by WBECSC LTD.

- (i) Termination for breach of Supply Contract:  
Without prejudice to any other right or remedy which the WBECSC may have in respect thereof under the Supply Contract, upon the occurrence of any breach of Supply Contract and failure of the Supplier to rectify such breach within 3(three)days, the WBECSC shall be entitled to terminate the Supply Contract forth with by issuing a termination notice to the Supplier; and
- (ii) Termination for convenience:  
The WBECSC may at any time terminate the Supply Contract without any reason whatsoever, by giving 7 (seven) days' notice in writing to the Supplier.
- (iii) Termination for specific events of default:
- (iv) The WBECSC reserves the right to terminate the Supply Contract by giving 7(seven) days' notice in writing to the Supplier in the event:
- The Supplier gets blacklisted by the Government of India, or any other Ministry of Government of India, or any other State/Union Territory; or
  - The Supplier is convicted by a competent court or authority on grounds

- of tax evasion, criminal misconduct etc.; or
- (c) If the Supplier is liable to pay liquidated damages, amount to which exceeds 5%(five percent) of the Total Supply Payment; or
  - (d) If any person initiates against the Supplier or if the Supplier initiates against itself any proceeding seeking relief as insolvent or adjudication as bankrupt or any other relief under the applicable laws affecting the rights of the creditors, or a petition is presented for the winding up and/or liquidation of the Supplier, and in the case of any such proceeding or petition or application instituted or presented against the Supplier in any court of law or tribunal or statutory authority, such proceeding or petition or application resulting a judgment of insolvency or bankruptcy of the Supplier.

#### 4. Exit Management

Upon expiry or termination of the Supply Contract:

- (i) The Supplier shall provide a detailed documentation regarding the supply of Flour (Maida) carried out by it till the date of expiry or termination.
- (ii) The Supplier shall not be entitled to and/or make acclim for lost or foregone profits, revenues, consequential damages or any other costs, damages, expenses, or losses of any kind as a result of or in connection with the expiry or termination of the Supply Contract.
- (iii) All the cost, expense, and other amount due to the Supplier's employees or any other personnel engaged by the Supplier in connection with or in relation to performance of the Supply Contract shall be the sole responsibility of the Supplier even after the expiry or termination of the Supply Contract.

#### 5. Force Majeure

- (i) Neither Party shall be liable for any delay in performing its obligations under the Supply Contract caused by circumstances beyond its reasonable control, provided that, such circumstances substantially affect or impair the ability the Party to perform its obligations under the Supply Contract. These circumstances shall only mean Act of God and natural calamities(**"Force Majeure Event"**);
- (ii) Each Party whose performance of any obligations under the Supply Contract is affected by a Force Majeure Event shall:
  - (a) Promptly notify the other Party of the occurrence of a Force Majeure Event including the nature, extent, effect and likely duration of the circumstances constituting the Force Majeure Event; and
  - (b) Use its reasonable endeavors to remedy or mitigate the effect of the Force Majeure Event.
- (iii) In the event that, a Force Majeure Event continues for more than 30 (thirty) days, the Parties shall enter in to discussions to agree, in good faith, the best

way forward; and

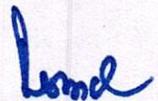
- (iv) In the eventuality that a Force Majeure Event, persists for a period of more than 60 (sixty) days, the WBECSC LTD shall have a right to terminate the Supply Contract by giving 7(seven) days' notice in writing to the Supplier.

#### 6. **Governing Law**

The Supply Contract shall be governed by the laws of India and subject to Clause 7 (Dispute Resolution) of the GCC, any dispute arising out of the Supply Contract, shall be exclusively subject to jurisdiction of courts in Kolkata, West Bengal.

#### 7. **Dispute Resolution**

- (i) Any or all disputes, differences or claims arising out of the performance of the Supply Contract or construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of the Supply Contract, or the rights, duties or liabilities of any Party under the Supply Contract, at any time, whether relating to law or factor both, shall at first be attempted to be resolved between the WBECSC and the Supplier amicably through mutual discussion and negotiation. Either of the Parties shall be entitled to give notice of such dispute to the other Party requesting for bi-partite discussion between them. Upon receiving such notice, the other Party shall forth with enter into discussions with the Party issuing the said notice in an attempt to resolve such dispute, within a period of 30(thirty) days from the date of issuance of such notice;
- (ii) In the event any dispute between the Parties cannot be amicably settled within the period of 30(thirty) days as specified above, the dispute shall be referred to and finally resolved by arbitration in accordance to the provisions of the Arbitration and Conciliation Act,1996 and any amendments thereof. The arbitration shall be conducted by a sole arbitrator to be appointed by the Managing Director, WBECSC .The seat and venue of arbitration shall be at Kolkata, West Bengal and the arbitration shall be conducted in the English language. The arbitration award shall be final and binding on the Parties; and
- (iii) Subject to Clause 22 (ii) above, the courts at Kolkata, West Bengal shall have exclusive jurisdiction in relation to any dispute arising out of this Supply Contract.



**Managing Director**  
WBECSC Ltd.

**Declaration**

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 **Flour (Maida)** in 50 kg Bag as per WBECSC Ltd., 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 150( one hundred and fifty) 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 their requirements.

Yours faithfully

FULL SIGNATURE OF BIDDER

ADDRESS -----  
-----

Contact no.-----

DATED-----

FULL SIGNATURE OF WITNESS

ADDRESS-----  
-----

Contact no.-----

DATED-----

## 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  
**Flour (Maida)**

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

**Turnover Statement for any three of Last 5 Financial Years  
(Enclosed documents duly authenticated by Chartered Accountant)**

<b>SL. No</b>	<b>Name of Firm</b>	<b>Financial Year</b>	<b>Turnover in Crores</b>

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 -----

**Proforma for product and Quality Control of Bidder**

Tender No. **ECSC/PDS/2024/1732 dated:18.01.2024** for the supply of Flour.

1. Details of firm

- (a) Name :
- (i) Office :
- (ii) Address :
- (iii) Telephone :
- (iv) Fax :
- (v) E-mail :

1. Location of Manufacturing/ milling works / factory.

\_\_\_\_\_

\_\_\_\_\_

3. Production capacity of **Flour (Maida)** with the existing plant & machinery

- (a) Normal \_\_\_\_\_
- (b) Maximum \_\_\_\_\_

5. Details of arrangements for quality control of products such as laboratory etc.

6. Experience in the particular supply of the product: to Govt. Concerns/PSUs/Local Bodies etc. in West Bengal

8. Details of Recognized Quality Certificates: (Give the description of FSSAI Certificate)

9. Furnish details of your product quality certificates as per FSSAI norms.

Signature of Bidder-----

Name in Block letters -----

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

**Details of Storage Space**

SR No.	Storage area in MT	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 if not self-owned (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: **Flour(Maida)**.
2. State of origin (Manufacturing/ Milling/Processing Unit):-----

SL No.	Terms & Conditions	Complied	Not Complied
1.	Has the supporting documents for entity like Proprietorship/Partnership/LLP/ uploaded?		
2.	Details of Fleet to supply 1500 MT/month		
3.	Earnest money of Rs.10,00,000/- furnished by encashable RTGS.		
4.	Turnover Statement of <b>any three</b> of last five Financial Years (2018-19,2019-2020 2020-2021, 2021-22 & 2022-23)		
5.	Product quality details		
6.	Details of storage space		
7.	Sample of Flour (Maida) submitted.		
8.	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]

**TENDERNO.ECSC/PDS/2024/1732(Flour) dated: 18.01.2024**

**Flour (Maida)**

**Refer attached Appendix 7 in Excel sheet**

Signature of Bidder\_\_\_\_\_

Name in Block letters\_\_\_\_\_

Capacity in which  
tender is signed \_\_\_\_\_