

# **Bishwa Bangla**

## **INVITATION OF BIDS FOR RUNNING A SWEET AND CONFECTIONERY OUTLET FROM THE BISHWA BANGLA SHOWROOM AT KOLKATA AIRPORT**

### **SUMMARY AND BACKGROUND**

Bishwa Bangla brand has been adopted by the Government of West Bengal as the brand for showcasing all handicrafts, handloom and other traditional and famous products of the state. West Bengal State Export Promotion Society (WBSEPS) has been notified as the owner of Bishwa Bangla Brand and has been entrusted to set up Bishwa Bangla showrooms / outlets / haats in the state and outside. The first Bishwa Bangla showroom is proposed to be set up at Kolkata airport (a green field project).

### **PROJECT PURPOSE AND DESCRIPTION**

The purpose of this Invitation to bids is to solicit proposals from various iconic Brand Bengali Sweet / confectioneries manufacturers of national / international reputation to run a sweets and confectionery outlet within the Bishwa Bangla showroom at the Kolkata Airport on cost sharing basis.

Blending the streams of art and business, the Bishwa Bangla Showroom at the Kolkata airport will offer a comprehensive platform for exhibition and sale unique and authentic sweets and confectionery of Bengal while creating a good market for the traditional artisans.

Bishwa Bangla showrooms starting from Kolkata airport and to be set in major cities, airports all over the world are expected to evolve as major hubs for selling souvenir, sweets, FMCG, handloom, handicrafts, books etc. with unique merchandise to attract domestic and international businesses / visitors / buyers. These showrooms will have both backward and forward integration in place and will be a one stop shop to showcase

the best that Bengal has to offer. They will also have provision of booking orders, delivering at door, if customer wants.

WBSEPS includes its successors and permitted assigns as decided by the state government at any time.

Same model and arrangement may be adopted by WBSEPS for their showrooms set up in other parts of the country, overseas and in other airports.

## **GENERAL INFORMATION**

1. WBSEPS invites bids for sourcing by manufacturing or otherwise, display in showcase, managing the inventory and selling of items listed in Part II of this Bid Document.

2. The address and contact numbers for sending Bids or seeking clarifications regarding this Bid Document are given below -

a. Address for sending Bids and Queries:

Director & Member Secretary  
West Bengal State Export Promotion Society  
2 No. Church Lane (4th floor), Room No. 401,  
Kolkata – 700 001  
wbseps@gmail.com

b. Name / designation of the contact personnel:

Shri S C Panja,  
Addl. Director, WBSEPS  
West Bengal State Export Promotion Society  
2 No. Church Lane (4th floor), Room No. 401,  
Kolkata – 700 001  
Mobile – 9830370084  
E mail - wbseps@gmail.com

3. This Bid Document is divided into five Parts as follows:

a. **Part I** – Contains General Information and Instructions for the Bidders about the Bid Document such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

- b. **Part II** – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
  - c. **Part III** – Contains Standard Conditions of Bid Document, which will form part of the Contract with the successful Bidder.
  - d. **Part IV** – Contains Special Conditions applicable to this Bid Document and which will also form part of the contract with the successful Bidder.
  - e. **Part V** – Contains Evaluation Criteria and Format for Price Bids.
4. This Bid Document is being issued with no financial commitment and WBSEPS reserves the right to change or vary any part thereof at any stage. WBSEPS also reserves the right to withdraw the Bid Document, should it become necessary at any stage.

## **PART I – GENERAL INFORMATION**

### **1. Last date and time for depositing the Bids:**

**Last Date of Submission of Bid :  
2:00 PM on 6<sup>th</sup> February 2014**

Bids received after the scheduled last date and time shall not be considered. WBSEPS shall not be responsible for any delay due to post / courier services.

### **2. Manner of depositing the Bids:**

- i. Selection will be made through two bid process –
  - a. Technical Bid
  - b. Financial Bid

- ii. The bidders are required to submit a SEALED ENVELOP containing **Two SEALED envelopes inside**. These two sealed envelopes should contain -
  - a. **Technical Bid** { as described in para 15 (a) below }
  - b. **Financial Bid** { as described in para 15 (b) below }
- iii. Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing all details mentioned in **Appendix "A"**.
- iv. In financial bid the bidder has to agree to all the terms and conditions, payment schedules and deliverables as mentioned in this Bid document. Conditional bids shall not be accepted.
- v. Bids can either dropped in the Tender Box or sent by registered post / courier at the address given above so as to reach by the due date and time.

**3. Time and date for opening of Bids:**

Bids shall be opened at 4:00 PM on 6<sup>th</sup> February 2014. If due to any exigency, the due date for opening of the Bids is declared a closed holiday, or any other reason the Bids will be opened on the next working day at the same time or on any other day / time, as intimated by WBSEPS. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time.

**4. Location of the Tender Box:**

West Bengal State Export Promotion Society  
2 No. Church Lane (4th floor),  
Room No. 401,  
Kolkata – 700 001

**5. Place of opening of the Bids:**

Conference Hall of Khadi Board  
3<sup>rd</sup> Floor, Hemanta Bhawan,  
12, BBD Bag,  
Opposite Writers' Building, Kolkata – 700001

**6. Clarification regarding contents of the Bid Document:**

A prospective bidder who requires any clarification regarding the contents of the bid documents shall notify to the WBSEPS in writing about the clarifications sought before 3<sup>rd</sup> February 2014. Copies of the query and clarification by the WBSEPS will be hosted on the website of WBSEPS i.e. [www.wbseps.com](http://www.wbseps.com).

**7. Modification and Withdrawal of Bids:**

No bid can be modified after submission. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

**8. Clarification regarding contents of the Bids:**

During evaluation and comparison of bids, the WBSEPS may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

**9. Rejection of Bids:**

Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection. Conditional tenders will be rejected.

**10. Validity of Bids:**

The Bids should remain valid till **6 months** from the last date of submission of the Bids.

**11. Cost of Bid Document :**

Bid document can be downloaded from [www.wbseps.com](http://www.wbseps.com). The bid should be submitted with-

- i. a Demand Draft of **Rs. 5,000/- (non-refundable)** in favour of West Bengal State Export Promotion Society drawn at Kolkata as **application money**.

- ii. A Demand Draft of **Rs. 10,000/- (refundable)** in favour of West Bengal State Export Promotion Society drawn at Kolkata **as Bid Security**. The bid security of unsuccessful bidder will be returned on request within 60 days of completion of bid process.

**12. Period of Contract:**

Period of Contract is intended to be for two (2) years and renewable at discretion of WBSEPS on satisfactory performance. The two year period shall be effective from the acceptance of Letter of Intent (LOI).

**13. Filling of Bid Documents:**

Filling of all the relevant points of tender documents is mandatory by the bidder. Anything missing on the document part will be treated as cancel of complete bid document.

**14. Eligibility / Credential of Bidder:**

- i. Bidder should be an iconic Bengali traditional brand sweet maker having national / international reputation preferably having SSI Registration in West Bengal.
- ii. Should have minimum 10 exclusive outlets in and outside West Bengal.
- iii. Should have minimum 20 years experience in sweet making / manufacturing and selling business.
- iv. Should have hi-tech modern manufacturing capabilities and facilities.
- v. Should have appropriate packaging facility for air travel passengers.
- vi. Preferably should have experience of supply to airports or managing shops / canteen at airport.
- vii. Preferably has procurement arrangement with traditional and geographically known Bengali sweets.

## 15. Bidding Process

Bid is a **two stage** (Technical and Financial Bid) single envelope quality and cost basis.

a. The **Technical Bid** should contain:

- i. Filled up Technical Bid in Format enclosed as **Appendix – A**
- ii. Demand Draft for Application Money and Bid Security
- iii. The history and background of the bidder
- iv. The number and locations of stores it operates
- v. Delicacies it is known for
- vi. Its documented ability to operate distant locations
- vii. Its documented ability to source and sell traditional and geographically known sweets of Bengal such as Langcha of Shaktigarh, Sar Puria of Krishnagar etc.
- viii. Its willingness to co-brand its own products
- ix. All other documentary evidence to support the eligibility / credentials mentioned in para 14 above, wherever applicable.

b. The **Financial Bid** Should Contain :

- i. The **variable royalty** to be shared with WBSEPS in **percentage (%)** of the Sale Price. **This will be the bid criteria.**
- ii. A commitment to pay a **fixed royalty** at Rs. 1,50,000 per month to WBSEPS or any agency as engaged by WBSEPS for operation of the Showroom.
- iii. **Financial Bid Format**

Bidders are required to fill up the **Financial Bid** format attached as **Appendix "B"** with full details.

## **PART II – ESSENTIAL DETAILS OF ITEMS / SERVICES REQUIRED**

### **1. Scope of services :**

- i.** The Selected agency will decide the items / goods which are manufactured / made by it and make arrangement for their sourcing, quality control, inventory and stock management, staffing the outlet, display, packaging and sale.
  
- ii.**
  - A. The selected agency will also decide any five (5) traditional and geographically known sweets of West Bengal such as Langcha of Shaktigarh, Sar Puria of Krishnagar etc. in consultation with WBSEPS and make arrangement for their sourcing, quality control, inventory and stock management, display, packaging and sale.
  - B. These sweets will be sold as packaged sweets with specific details of its place of making and traditional history attached to it.
  - C. The selected agency will decide the sale price of each item in consultation with WBSEPS.
  
- iii.** The sale price shall cover all expenses for the services, taxes, duties, freight, etc.
  
- iv.** The selected agency shall pay the Fixed Royalty and Variable Royalty as a percentage (%) of Sale Price as accepted by WBSEPS through the Bid process.

### **2. Managing The Outlet:**

- a. The selected agency will be required to maintain inventory and stocks of sweets as mentioned in above point at all times to be showcased and sold from the outlet.
  
- b. Position sales personnel at the point of sale. The job of the sales personnel will be to cater to customer requirement including assisting the customer to select the products,



weighing, packaging and delivering the sweets. The sales personnel will be required to wear a Bishwa Bangla Shop uniform. The cost of engaging the sale personnel manning the sweets outlet in the Showroom will be borne by the selected agency.

- c. The sales personnel deployed by it at the outlet will work under the Showroom Manager and will be guided by showroom's protocol.
- d. Common billing platform and support will be provided by Bishwa Bangla.
- e. The business hours of the outlet will be co-terminus with Bishwa Bangla showroom timings.
- f. The packaging material and equipment shall be arranged by the selected agency. However the design and print of packaging material has to be as approved by WBSEPS.

3. **Additional Requirements:**

- a. The packaging for the products shall bear selected company's brand name / logo and also that of brand name / logo of Bishwa Bangla.
- b. The space and power for storage and display showcase and packaging equipments at the point of sale will be provided by WBSEPS.
- c. The selected agency shall be required to place appropriate showcase for displaying and storing the sweets in a suitable and hygienic showcase / refrigerated showcase etc.
- d. Selected agency will have to ensure that items agreed upon are always adequately stocked and available in good condition and all unsold or expired goods or unsuitable goods will have to be taken back and replenished with fresh stock as per sale trends and demand anticipated by the selected agency from time to time.
- e. The selected agency shall intimate any change in sale prices of any product to WBSEPS at least 15 days in advance.

- f. The selected agency shall procure, place and install the necessary equipments required for its full fledged operations within 12 days of issuance of Letter of Intent (LOI).
- g. The selected agency shall be required to insure the stock and inventories and its equipment in the outlet at its own and arrangement.
- h. All statutory and regulatory requirements of licenses, NOCs, permissions, etc. from the concerned and appropriate authorities shall be obtained, renewed and complied by the selected agency at all times at its own cost and arrangement.

### **PART III – STANDARD CONDITIONS OF BID DOCUMENT**

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the bid document mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder as selected by the WBSEPS. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:**

The Contract shall be considered, made and governed in accordance with the laws of the India.

2. **Effective Date of the Contract:**

The contract shall come into effect from the date acceptance of LOI (Effective Date) and shall remain valid until the completion of the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration:**

All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to performance, which cannot be settled amicably, may be resolved through arbitration.

4. **Termination of Contract:**

The WBSEPS shall have the right to terminate this Contract in part or in full in any of the following cases:-

- a. Non-operation of outlet for causes not attributable to Force Majeure, continuously for more than three (3) days.
- b. The Selected Agency is declared bankrupt or becomes insolvent.
- c. Non-operation of outlet due to causes of Force Majeure by more than **seven (7) days** provided Force Majeure clause is included in contract.
- d. The quality of the goods is continuously not good or regular complains are received and the selected agency do not take necessary and effective measures to improve the quality to the satisfaction of the WBSEPS.
- e. As per decision of the Arbitration Tribunal / competent court or the government.
- f. Should the goods not be in accordance with the specifications / parameters agreed by the selected agency, the WBSEPS shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
- g. The WBSEPS as well as the selected agency may cancel the agreement within 30 days of serving suitable notice to the other party.

However, WBSEPS may at its discretion grant an opportunity to the selected bidder for rectification by giving specific directions and a timeframe to comply with.

5. **Notices:**

Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by registered post, addressed to the last known address of the party to whom it is sent.

6. **Transfer and Sub-letting:**

The selected agency has no right to give, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to

give or to let a third party take benefit or advantage of the present Contract or any part thereof.

**7. Patents and other Industrial Property Rights:**

The prices / rates / royalty stated or quoted shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The selected agency shall indemnify the WBSEPS against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The selected agency shall be responsible for running and operating the outlet irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

**8. Amendments:**

No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

**9. Taxes and Duties**

- i. The sale price on which bidder intends to sell its products / goods should be inclusive of all taxes and duties including Excise Duty, Octroi, Sales Tax / VAT, service charges, etc. In the absence of detailed stipulation, it will be presumed that the prices include all such charges and no claim for anything additional will be entertained at any stage.
- ii. If any duty, tax, etc. is presently not applicable but the same becomes leviable later on, the selected agency shall bear the same. The WBSEPS shall not be liable for any claim on account of fresh imposition and / or increase of Excise Duty on raw materials and / or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

- iii. The selected agency shall pay, maintain account, claim reimbursement, if any, pay the penalties imposed by any authority in respect all taxes and duties including Excise Duty, Octroi, Sales Tax / VAT, service charges, etc.

#### **PART IV – SPECIAL CONDITIONS OF BID DOCUMENT**

1. The Bidder is required to give confirmation of their acceptance of Special Conditions of the Bid Document mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder as selected by the WBSEPS. Failure to do so may result in rejection of Bid submitted by the Bidder.
2. The successful Bidder will be required to furnish a **Performance Security** by way of **Bank Guarantee** (From any nationalized Bank) for a sum equivalent to **Rs. 10 Lakhs** ( Rupees Ten Lakhs) within 4 days of issuance of LOI. The Bank Guarantee shall be valid for 24 months from the acceptance of issue of LOI.
3. In case of emergency, the WBSEPS may purchase / source and sale the goods / items through ad hoc contract with a new supplier / agency.
4. **Force Majeure clause**
  - a. Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
  - b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

- c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in writing form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 7 (seven) days from the moment of their beginning.
- d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization shall be a sufficient proof of commencement and cessation of the above circumstances.
- e. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

## **5. Packing and Marking**

The following Packing and Marking clause will form part of the contract placed on successful Bidder -

- a. The Selected agency shall provide packing and preservation of the goods so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling.
- b. The packing shall conform to the requirements of specifications and standards in force.
- c. The packaging will include joint branding of the selected agency and Bishwa Bangla. The same shall be approved by the Indian packaging Institute, Kolkata in terms of suitability for quality, cleanliness, hygiene and keeping in mind the aesthetics of the brand Bishwa Bangla.

## **6. Quality:**

The quality of the goods delivered according to the present Contract shall correspond to the conditions, specifications and standards as

per Food Safety and Standards Authority of India (FSSAI) and prevalent Acts & Rules in force. The selected agency shall have an arrangement for regular quality control and checking through an expert / agency.

## **7. Quality Assurance**

The sweet items / goods should be of the latest manufacture making, conforming to the current production standard and preferably having 100% defined life at the time of delivery.

## **8. Inspection Authority.**

Time to time inspection will be carried out by representative / authorized agency of WBSEPS, at the manufacturer's site and storage site at the cost of selected agency. The mode of inspection will be Departmental Inspection / User Inspection / Joint Inspection / quality assurance service providers of international repute.

## **9. Payment Terms**

Standard Payment terms, as indicated below, will be incorporated in the Contract:-

- a. It is mandatory for the Bidders to indicate their bank account numbers with IFS Code and other relevant payment details so that payments could be made through Bank Transfer / e-banking. The applicable bank charges will be borne by the selected agency.
- b. Net sale proceed after deducting the fixed royalty and variable royalty will be paid once a month.**

## **PART V – EVALUATION CRITERIA & PRICE BID ISSUES**

### **1. Evaluation Criteria.**

The broad guidelines for evaluation of Bids will be as follows:-

- a. First Technical Bids will be opened and evaluated on technical eligibility criteria.
- b. Only those Financial Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the Bid Document. Financial Bid of only bidders whose Technical Bids are found eligible and accepted will be opened.
- c. The Bid will be decided upon the **highest variable royalty percentage** (%) of the Sale Price to be shared with WBSEPS or any agency appointed for operation of the Showroom as quoted by the bidders in the Financial Bid.
- d. Other terms and conditions :
  - i. The **fixed royalty will be Rs. 1,50,000 per month.** The bidder has to unconditionally agree to pay the same.
  - ii. All costs including all taxes, duties, transportation & freight cost, etc. will have to be borne by the bidder.
  - iii. If there is a discrepancy between words and figures, the amount in words will prevail.
  - iv. The highest Acceptable Bid will be considered further for selection of the bidder after complete clarification and price negotiations if desired / decided by the WBSEPS.
  - v. The Bidder will have to attend the Price Negotiation Meeting, if called for, at his own expense.



**APPENDIX 'A'**

(Refer to Para 2 (iii) of Part - I of Bid document)

**FORMAT OF TECHNICAL BID  
to be submitted ( in sealed envelope) by the bidder in their letter heads  
FOR RUNNING A SWEET AND CONFECTIONERY OUTLET FROM THE  
BISHWA BANGLA SHOWROOM AT KOLKATA AIRPORT**

1. Name of the Firm / Individual: .....
2. Address: Head Office / Registered Office :.....
3. (a) PAN No..... (b) TIN No .....
4. Telephone No. ....  
Fax : .....  
Mobile No :.....  
E-mail ID .....
5. Is your firm registered under
  - (a) The Indian Companies Act 1918 :.....  
The Companies Act 1956
  - (b) The Indian Partnership Act 1932 :.....
  - (c) The Indian Factories Act :.....
  - (d) Any other Act :.....
6. Bank Details :  
Name :  
Branch & Address  
A/c No.  
IFSC code
7. We have also enclosed all the documents as per following list as required for Technical Bid as per point 14 & 15 of Part – I of the Bid Document.
8. We unconditionally agree to all the terms and conditions of the Bid Document.
9. We shall communicate all subsequent changes in the constitution or working of firm to the WBSEPS.
10. We have enclosed-

- i. A Demand Draft of **Rs. 5,000/- (non-refundable)** in favour of West Bengal State Export Promotion Society drawn at Kolkata as **application money**.  
Bank Name –  
DD No. –  
Date -
- ii. A **Demand Draft of Rs. 10,000/-** (refundable) in favour of West Bengal State Export Promotion Society drawn at Kolkata as **Bid Security**.  
Bank Name –  
DD No. –  
Date -

#### 11. DECLARATION

I / We.....

(Give Name of Partners / properties or share holders in case of Firm) do hereby declare that the entries made in the application form and facts in documents submitted are true to the best of my / our knowledge.

NOTES:

**(Signature of the Bidder)**

**APPENDIX 'B'**

(Refer to Para 15 (b) of Part – I of Bid document)

**FORMAT OF FINANCIAL BID**  
**to be submitted ( in sealed envelope) by the bidder in their letter heads**  
**FOR RUNNING A SWEET AND CONFECTIONARY OUTLET FROM THE**  
**BISWA BANGLA SHOWROOM AT KOLKATA AIRPORT**

1. We unconditionally agree to all terms and conditions of the bid document.
2. All taxes, duties, levies, transport cost etc. shall be borne by us.
3. We agree to Pay a **Fixed Royalty** @ Rs. 1,50,000/- ( Rupees One Lakh Fifty Thousands ) per month to WBSEPS or any agency appointed by it .
4. We quote the **Variable Royalty** as a percentage (%) of Sale Price =  
..... % [ In words - ..... percentage ]

**(Signature of the Bidder)**