



WEST BENGAL LIVESTOCK DEVELOPMENT CORPORATION LIMITED

(A Govt. Of West Bengal Undertaking)

LB-2, Sector-III, Salt Lake City, Kolkata – 700 106

Telefax: (033)-2335 5298 E-mail: info@wbldc.in

Website: www.wbldc.in Toll Free No. 18001208243

NIT No: WBARD/WBLDC /NIT-265e/2020-2021

Date of Issue : 11/01/2021

Supply of Poultry Feed Premix at MADHYAMGRAM FEED PLANT during the period from 1st JANUARY 2021 to 31st MARCH 2021 (ST) subject to the terms and conditions as laid down in Annexure- I, II, III, IV and V.

SET OF TENDER DOCUMENTS (ON LINE)

Each set contains:

- 1. NOTICE INVITING e-TENDER**
- 2. CATALOGUE : (Annexure: I)**
- 3. TERMS & CONDITIONS FOR SUBMISSION OF TENDER. (Annexure: II, III)**
- 4. APPLICATION FORMAT (Annexure: IV)**
- 5. FORMAT FOR CHECK LIST (Annexure: V)**

DATE OF PUBLICATION OF e-TENDER (ONLINE) : 11/01/2021 FROM 6:00 P.M.

STARTING OF BID SUBMISSION (ONLINE) : 11/01/2021 FROM 6:00 P.M.

SUBMISSION OF SAMPLE WITHIN 25/01/2021 UPTO 4:00 P.M. at H.Q.

PRE BID MEETING TO BE HELD ON 18/01/2021 at 2:00 P.M. at H.Q.

LAST DATE FOR ON LINE SUBMISSION OF TENDER : 25/01/2021 UP TO 11:30 A.M.

OPENING OF TECHNICAL BID : 27/01/2021 FROM 11:30 A.M. onwards.

OPENING OF FINANCIAL BID: TO BE NOTIFIED LATER ON.

TENDER FEES: NIL

EARNEST MONEY DEPOSIT: Rs. 20,000/- (Rupees Twenty Thousand) (Fixed)

(Dr. Gouri Shankar Koner)

Managing Director

W.B.L.D.C. Ltd.



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NOTICE INVITING e-TENDER

The Managing Director, West Bengal Livestock Development Corporation Ltd., LB-2, Sector-III, Salt Lake City, Kolkata-700106 invites on line bids (in two bid system) from the Bona-fide Contractor/Agency/Firm/Company for **Supply of Poultry Feed Premix at MADHYAMGRAM FEED PLANT during the period from 1st JANUARY 2021 to 31st MARCH 2021 (ST) subject to the terms and conditions as laid down in Annexure- I, II, III, IV and V.**

LAST DATE FOR SUBMISSION OF TENDER (ONLINE): 25/01/2021 (upto 11:30 A.M.)

- (1) Necessary Earnest Money / Security Money is to be submitted for participation in the tender through ICICI Bank Payment Gateway (vide Finance Deptt. Memo No. 3975-F(Y) dated 28/07/2016) online as per Annexure – III sl. no. 18.
- (2) After publication of e-tender in news paper, detailed terms & conditions, BOQ (Bill of Quantities) are obtainable from website <http://wbtenders.gov.in> for free of cost. **Submission of tender by the tenderer can be made with the help of DSC (Digital Signature Certificate) in this website(<http://wbtenders.gov.in>).**
- (3) Tenders should normally be floated in two parts - one Technical Bid (BID-A) and other Financial Bid (BID-B).
- (4) Above tender for supply of Vitamin & Feed Additives must be supported by:

A. TECHNICAL BID : 'BID-A'

(a) STATUTORY COVER containing the following documents:

PART 1 (SINGLE FILE MULTIPLE PAGES SCANNED):

1.	Scanned NIT (Digitally signed)
2.	Scanned Application in the prescribed format (Annexure - IV)
3.	Scanned Check List in the prescribed format (Annexure - V)
4.	Scanned copy of Authorized Dealership Certificate other than Manufacturer.
5.	Upload ALL DOCUMENTS / CERTIFICATES

(b) NON-STATUTORY COVER/MY SPACE containing the following documents:

Sl. No.	Category	Sub Category Description
1	CERTIFICATES – ✓ All valid up to date ✓ All certificates are to be furnished in English Vernacular ✓ Affidavit are not valid ✓ Scanned original copy	i) PAN Card of the authorized signatory ii) Prof. Tax clearance certificate / paid challan valid up to 31/03/2021 (applicable within the State only). iii) I.T. Return Assessment Year 2019 – 2020. iv) G.S.T Registration Certificate. v) Trade License (Upto 31 st March 2021) vi) Authorized Dealership Certificate other than Manufacturer.
2	COMPANY DETAILS (valid up to date), scanned original copy	i) Registration Certificate under Company Act. (if any). ii) Registered Deed of partnership Firm, Trade License / Article of Association & Memorandum. iii) Power of Attorney (For Partnership Firm/ Private Limited Company, if any).
3	Credential	Credential for satisfactorily completion of delivery as a prime agency during last 5 (five) years prior to the date of issue of this tender notice, at least single supply of similar nature preferably having a magnitude not below 50% of the Estimated amount put to the tender, under Govt. Department/ Govt. sponsored organization / Govt. undertaking/ Statutory bodies / Private organizations or firm of good repute. Completion certificate indicating estimated amount, value of supply done, date of completion of the supply and detailed communicational address along with contact number of the client should be submitted by the bidder. In case of non-availability of “Delivery completion certificates”.

(Click the check boxes beside the necessary documents in the My Document list and then click the tab “Submit Non Statutory Documents’ to send the selected documents to Non-Statutory folder. Next Click the tab “Click to Encrypt and upload” and then click the “Technical” Folder to upload the Technical Documents).

B. FINANCIAL BID : ‘BID-B’ (BOQ)


i) The Contractor is to quote the rate **on Item-wise BOQ** for supply of Vitamin & Feed Additives at the different Feed Milling Plant of the components as specified in the BOQ & **Annexure-I**. The Item-wise Rate will be quoted in the BOQ in one cover (folder) encrypted in the B.O.Q. under Financial Bid.

Rate shall be quoted PER KG Basis including GST, other taxes & all other charges if any.

ii) **Item-wise details for Scope of the Supply as a whole may be found under Annexure – ‘T’ in NIT document.**

iii) Only downloaded copy of the B.O.Q. is / are to be uploaded quoting the rate, virus scanned and digitally signed by the contractor.

N.B.: ALL STATUTORY & NON STATUTORY DOCUMENTS(S) ARE REQUIRED TO BE UPLOADED IN ORIGINAL. Neither Photocopy nor cyclostyled literature/Brochure will be accepted.


(Dr. Gouri Shankar Koner)
Managing Director
W.B.L.D.C. Ltd.

ANNEXURE – I

Sl. I T E M Tentative Qty. Required
No. _____

01. Poultry Chick Premix

1,800 Kg.

Composition (In Kg. per 12 Kg. Premix)

L-Lysine (Ajinomoto / Eppen)	1.100
D.L.Methionine 98% (Evonik / Sumitomo)	1.800
Threonine (Eppen)	0.400
Choline Chloride 60% (Camlin / jubilant)	1.200
Axtra XB Phy (Apc Nutrition)	0.250
Fortimas DP (SAIFE Vet Med)	0.500
Abatox / Glamac	1.000
Improval BFS--- Zydus	0.750
Layer Vitamin Premix (DSM)	0.650
Formycin Gold (Novus)	1.000
Nutrinase Pro MP (Camlin)	0.300
Endox T dry (Kemin) / Oxifin (Venkys)	0.100
Trimin Forte (Rossary)	0.500
Complemin7 dry (Bentoli)	0.500
Salinomycin 12% (Venkys)	0.500
Veldot (Venkys) / Cosmodot (Neospark)	0.000
Limestone powder	1.450

Premix should be packed in 12 Kg packing in laminated poly / paper bag

Signature of Tenderer & Seal

ANNEXURE – I

Sl. I T E M Tentative Qty. Required
No. _____

02. Poultry Grower Premix 3,000 Kg.

Composition (In Kg. per 12 Kg. Premix)

L-Lysine (Ajinomoto / Eppen)	0.550
D.L.Methionine 98% (Evonik / Sumitomo)	1.050
Threonine (Eppen)	0.000
Choline Chloride 60% (Camlin / jubilant)	1.000
Axtra XB Phy (Apc Nutrition)	0.250
Fortimas DP (SAIFE Vet Med)	0.500
Abatox / Glamac	1.000
Improval BFS--- Zydus	0.750
Layer Vitamin Premix (DSM)	0.650
Formycin Gold (Novus)	1.000
Nutrinase Pro MP (Camlin)	0.300
Endox T dry (Kemin) / Oxifin (Venkys)	0.100
Trimin Forte (Rossary)	0.500
Complemin7 dry (Bentoli)	0.500
Salinomycin 12% (Venkys)	0.000
Veldot (Venkys) / Cosmodot (Neospark)	0.500
Limestone powder	3.350

Premix should be packed in 12 Kg packing in laminated poly / paper bag.

Signature of Tenderer & Seal

ANNEXURE – I

Sl. I T E M Tentative Qty. Required
No. _____

03. Poultry Layer Premix 14,400 Kg.

Composition (In Kg. per 12 Kg. Premix)

L-Lysine (Ajinomoto / Eppen)	0.530
D.L.Methionine 98% (Evonik / Sumitomo)	1.830
Threonine (Eppen)	0.700
Choline Chloride 60% (Camlin / jubilant)	1.000
Axtra XB Phy (Apc Nutrition)	0.250
Ovulanta (MANKIND)	0.500
Fortimas DP (SAIFE VET MED)(LIVER TONIC+Manan oligosacaride)	0.500
Toxin Binder --Abatox,glamac	1.000
Probiotics- improval BFS--- Zydus	0.750
Layer Vitamin PRIMIX(DSM)	0.650
Feed Sanitizer -Formycin Gold-Novus	1.000
Nutrinase Pro MP (Camlin)	0.300
Endox T dry (Kemin) / Oxifin (Venkys)	0.100
Trimin Forte (Rossary)	0.500
Complemin7 dry (Bentoli)	0.500
Salinomycin 12% (Venkys)	0.000
Veldot (Venkys) / Cosmodot (Neospark)	0.000
Limestone powder	1.890

Premix should be packed in 12 Kg packing in laminated poly / paper bag.

Signature of Tenderer & Seal



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ANNEXURE - II

TERMS & CONDITION FOR PURCHASE OF VITAMINS & FEED ADDITIVES

1. The prices quoted must be firm and the offers made must remain open for acceptance up to **31st MARCH, 2021 w.e.f. 1st JANUARY, 2021** if not otherwise agreed upon.
2. The Corporation reserves the right to accept / reject any quotation without assigning any reason thereof. It further reserves the right to accept any quotation wholly or in part at its discretion and in case of part acceptance of an offer, it shall be presumed that the quotationer has quoted for the accepted items only.
3. The price quoted must be net per unit shown in the enquiry sheet and should preferably be inclusive of packing and forwarding charges Taxes, duties and total price shall be shown separately. In case the quotationer intends to offer quantity based discount, the discounted price shall be stated indicating corresponding quantity.
4. If suppliers are under rate contract of D.G.S. & D. of the items of this enquiry, the rate contract price should be quoted.
5. The store should be of the best quality, free from toxic / foreign materials and impurities and should be in conformity with the particulars and description stipulated in the order. The supplier who submits, quotation in accordance with particulars specified in the enquiry shall be deemed to have fully acquainted himself with the details thereof.
6. The tenderer shall give a guarantee for satisfactory performance of the material offered by them and also indicate its estimated normal life.
7. The time quoted for completion of delivery should be considered as the essence of the contract and on failure to make delivery on or before stipulated date, order may be cancelled and the ordered material may be purchased from other source at the risk & cost of the defaulter or at the discretion of the Corporation, penalty may be imposed @ 1/2 % (per week subject to a ceiling of 2% of the value of the store undelivered . This is however, subject to force-majeure and condition beyond control. Delivery schedule may be revised, if necessary.
8. On receipt of purchase order, if it becomes apparent to the supplier that delivery schedule cannot be adhered to, an application shall be sent by the supplier within time for grant / extension of time of delivery specifying the reasons for failure to deliver the materials in time. If reasons stated by the suppliers for such failure are found to be justified and reasonable, the corporation may grant extension of time.



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9. On receipt of supplies, the Corporation will subject the goods to inspection or test and its decision regarding acceptance/ rejection shall be final and binding on the parties. If any stores are rejected, the Corporation is at liberty to:
 - a. Allow the supplier to re-submit stores in replacement of those rejected within a time specified by the Corporation and the supplier will have to bear the cost of freight or any other incidental charges of such replacement without being entitled to any extra payment or,
 - b. Purchase the quantity of stores rejected from any other source at the risk and cost of the supplier, or
 - c. Rescind the order and recover from the supplier the consequential loss that Corporation has incurred.
10. The rejected store must be removed by the supplier at his own cost within 15 days from the date of receipt of intimation of rejection or within 20 days from the date of issuing of rejection notice, whichever is earlier, failing which the supplier shall be liable to pay ground rent @ Rs. 50 paise per sqr. feet or demurrage charges @ Rs. 3/- per M.T. or for 6 sqr. feet per day which ever is higher. If the stores are not lifted within 30 days from the date of receipt of intimation of rejection or within 35 days from the date of issuing of rejection notice. The store shall be disposed off by the Corporation at the suppliers risk and in such event expenses incurred by the Corporation shall be deducted from the suppliers account. In no case the Corporation will undertake any responsibility for the rejected stores.
11. All payment for delivery of stores will be made within 30 (thirty) days from the date of submission of bills in duplicate along with receipted challan bearing certificate of acceptance. Payment for the stores will be made to the supplier only for the goods received and accepted. On no account, the documents, invoice or bills should be presented through bank.
12. The tenderer containing condition (s) will be treated as cancelled.
13. Vitamins /feed additives of animal feed shall be accepted on submission of test certificate by the supplier indicating batch number and date of production etc. as well as visual examination and payment shall be made upon acceptance. However, the Corporation may at it's discretion , draw representative sample from any supply and send the same to one or more independent laboratory of repute. In case wide variation between the specification and analysis report is found, the Corporation reserve the right to rescind the order / contract with forfeiture of security deposit and backlist the supplier / manufacturer.
14. Tenderer are requested to submit their rates for vitamins / feed additives including marketing schemes if any.
15. The tenderer shall indicate the minimum quantity of the vitamin / feed additives they can supply against each purchase order.
16. **DELIVERY POINT:**

Madhyamgram Feed Plant, North 24 Parganas.



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17. Security money which shall carry no interest shall be retained for entire contract - period and be released after smooth expiry of the contract - period. Security Deposit is liable to forfeiture in case of breach of terms of the contract. All pending dues shall be recoverable from the Security Deposit.
18. Rate should be quoted for supply of materials in net weight inclusive of all charges, such as loading, transportation, unloading and stacking etc. at Plant Site / go down as per instruction of the Officer-in-Charge of the plant concerned. Taxes and livable duties should be quoted separately wherever applicable.
19. Rate should be quoted on rate contract basis. The Corporation does not guarantee purchase of the invited quantity and order (s) shall be placed time to time as per the actual requirement. Hence, rate should be quoted accordingly.
20. No oral, telephonic, or telegraphic quotation or modification in quotation shall be considered under any circumstances.
21. Unless invited in writing, counter offers, after opening of tenders, shall not be entertained by the Corporation and all suo motu correspondences, communications and negotiations by a person which form the basis of such counter offer or which in effect, lead to such counter offer shall be void ab initio. Tenderers shall have to offer rates for full quantity as per tender schedule.
22. Weekly off day at -
Kalyani Feed Milling Plant
Salboni Feed Plant
Siliguri Feed Plant
Gajole Feed Plant,
Durgapur Feed Plant.
Madhyamgram Feed Plant
Sunday
23. Time of acceptance of supply: 10:00 a.m. to 3:00 p.m. on working days only.
24. Successful tenderer will abide by the terms and conditions of the Corporation for supply as mentioned in quotation notice, Annexure "I", and "II" of the quotation documents.
25. The Corporation reserves the right to accept or reject any or all the tenders partly / fully or decrease / increase the quantity to be supplied without assigning any reason whatsoever. No claim for compensation etc. Whatsoever, this Corporation for the rejected tenderers will entertain.
26. **Offered rates shall remain valid for three (3) months w.e.f. 01-01-2021 to 31-03-2021 for all items.**
27. The tenderer shall produce forthwith on demand, attested copies of any license, permission, letter of approval clearance certificate etc, which they are required to possess in order to carry on business in West Bengal / India.



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ANNEXURE -III

Terms & Conditions for Purchase of Poultry Feed Premix through e-tender.

01. Rate :-

Rate should be quoted for supply of materials on net weight basis inclusive of all charges such as loading, transportation, unloading and stacking etc. at Plant Site/ go-down as per instruction of the Officer in-charge of the Plant concerned.

Rate should be quoted on rate contract basis. The Corporation does not guarantee purchase of the invited quantity and order/s shall be placed for the actual requirement.

No oral, telephonic or telegraphic tender/s or modification in tender shall be considered under any circumstances.

Unless invited in writing, counter offers, after opening of tenders, shall not be entertained by the Corporation and all suo motu correspondence or communication or negotiations by a person which forms the basis of such counter offer or which in effect leads to such counter offer shall be void abinitio.

02. GST :-

GST will be paid as per rules and rates should be exclusive of taxes. The suppliers shall furnish the following certificate on the body of the bill claiming aforesaid taxes.

Tenderer shall not be entitled to claim any cost, charges, expenses or incidentals for or in connection with the preparation and submission of their tenders even though the corporation may elect to withdraw, the notice inviting tender or reject all the tenders without assigning any reason.

In the event of the tender being submitted by a partnership firm, it must be signed separately by each partner thereof. In the event of absence of any partner, it must be signed on his behalf by a partner holding, power of attorney authorizing him to do so and a certified copy of power of attorney should be submitted along with tender.

In the case of company the tender should be executed in the manner as laid down in the said Company's Articles of Association & Memorandum of Association.

Tenders not submitted in the prescribed annexure form and if they are not complete in all respects, may be rejected.

Tender submitted after due date and time will not be accepted.

03. **Clear Understanding :-**

When a tenderer submits his tender in response to the corporation's tender notice / enquiry he will be deemed to have understood fully the contents, the requirements, terms & conditions of the tender. No subsequent consideration of any nature, whatsoever, shall be extended. Any offer made in response to the tender, when accepted by the corporation, will constitute a contract between the parties.

04. **Agreement :-**

The purchase order / contract resulting from the tender and any amendment to be issued subsequently to the terms & conditions and stipulations will constitute the entire agreement relating to the tender between the successful tenderer and the Corporation and both parties shall be bound by the terms & conditions. No execution of separate deed would be necessary.

The “**Corporation**” shall mean and include the registered office at Building No. 2, Block: LB 2, Sector-III, Salt Lake City, Kolkata – 700 106 (Land Mark: 16 No. Water Tank) all its branches, as the case may be, authorized to deal with all matters relating to this contract on its behalf.

05. **Validity of offer :-**

Rates offered by the successful tenderers shall remain valid for acceptance for a period of **Three (3) Month** from the date of opening of tender or for such extended period as may be mutually agreed upon and the supply at the accepted rate shall be made upto the last working day of the month / months for which the tender is invited unless a longer period is agreed upon mutually.

No revision / modifications in tender rate or withdrawal of offer will be allowed during the period of validity of the tender or its extended period, if any.

Generally one order for supply of required quantity shall be placed. However, ordered quantity of any supply order may be revised or more than one supply order may be placed upon mutual agreement. When it is so needed.

If any supplier refuses to accept any supply order within the validity period of acceptance after submission of his tender / offer, it will be considered as default and required material shall be purchased at the risk and cost of defaulter.

06. **Corporation not bound by personal representation :-**

The tenderer shall not be entitled to any increase in rates or any other rights or claim whatsoever by reason of any representation, explanation or statement or alleged representation, promise or guarantee given or guarantee to have been given by any employee of the corporation.

07. **Quality :-**

Goods should conform to the corporation's specification and standard as laid down in Annexure -III. It should be free from lump, adulterants, insect and fungus infestation, rancidity and undesirable and objectionable odour. It should be free from dirt, extraneous matter including metallic objects, castor seed toxic materials and toxin. The supply should be from fresh stock and fit for animal, poultry and fish feed.

08. **Packing :-**

Material should be Packed in sound and serviceable gunny / polly bags. Supply in torn / damaged bags will not be accepted. Animal vitamins and feed additives will be received in sealed containers only.

09. **Quantity :-**

Quantity of Vitamins & Feed additives which are given in the tender schedule / Annexure - III is provisional and actual quantity will be indicated in the orders for supply.

10. **Delivery :-**

- a) Time and date of delivery are the essence of the contract and goods must be delivered as per the delivery schedule specified in the purchase order. The Corporation will have the option to cancel the whole or any part of order / contract and / or purchase the material from alternative source at the risk, responsibility and cost of defaulting supplier.
- b) Delivery of materials will be accepted from 9:00 a.m. to 3:00 p.m. at the plant site on working days. The Supplier is required to arrange for unloading and stacking of the materials in go-down as indicated from time to time. In the absence of such arrangement for unloading and stacking during delivery, the supplier will be responsible for any consequential loss / expenditure.
- c) Delivery challans should be in four copies containing name and address of the consignee, purchase order no. & date, item, no. of bags, weight and signature of the sender. Goods once received at plant against deliveries made by any supplier covered by his challan after maintaining the formalities and procedures, can not be transferred to the account of any other supplier even on written requests of both parties.

11. **Inspection of the Stock :-**

Goods will be inspected at the plants of corporation. If the consignment is found in conformity with clause no. 6 of the terms and conditions and physical character of the item on visual examination, organoleptic tests appear satisfactory, the same will be accepted provisionally, subject to laboratory test. However, if it is found upon subsequent laboratory tests that consignment contains toxin materials, the consignments shall be confiscated with the approval of the competent authority and no payment shall be made for the confiscated material.

12. **Weighment :-**

Weighment of materials with the approval of the competent authority (where the authorized representatives of the supplier may remain present) done at the plant shall be final and conclusive. In absence of authorized representative as mentioned above, the Corporation may at its discretion, refuse to accept the consignment. No dispute, however, with regards to weighment shall be entertained in either situation.

13. **Sampling of Material :-**

Sampling of materials done at the plant where the authorized representative of the supplier may remain present shall be final and conclusive. Representative samples from each consignment or number of consignments against the same order arriving on the same day, shall be drawn and divided into four parts and packed. The authorized representative, if available at site, shall sign four slips to be kept inside each of the packs which shall then be sealed in his presence. One of the four representative samples shall be handed over to the supplier's representative. Out of the remaining three, one shall be sent to the laboratory of the Corporation or any independent laboratory of repute for chemical analysis. The other two samples shall be preserved for three succeeding months to be used in case of dispute arising out of the chemical test of the sample done at the corporation's laboratory, independent laboratory for the first time. Above practice / procedure for sampling of raw materials shall remain in force in case of rejection of material in part or full but sealed samples shall be preserved for 30 days from the date of supply.

14. **Chemical Test / Analysis :-**

Chemical test / analysis of the sample of the materials supplied by the contractor shall either be done at the corporation's laboratory or any independent laboratory of repute and the resultant moisture content shall be final and conclusive. In case of any dispute with regard to the other specification, on the basis of written request from the concerned suppliers, one of the two preserved samples shall be sent for retesting to any Government recognized approved laboratory in India, provided such written request of the supplier reaches corporation's Head Office within 15 (fifteen) days from the date of issuance of the test report of the analysis done failing which claim for retesting shall not be entertained. Authority to select such Govt. approved laboratory for test analysis of samples shall rest with the Corporation. The remaining sample shall be kept as stand by for use in case any sample is damaged or lost. The cost of such retesting shall be borne by the supplier, who shall deposit entire cost by bank draft made in favour of the Corporation along with written request for retesting without which claim for retesting shall not be entertained cost / charges for retesting payable by the supplier is stated hereinafter at clause no. 34. This clause shall remain in force in case of rejection of material in part or full.

Refund of total or partial amount deducted from the suppliers bills or further deduction from the supplier's bill as the case may be, shall be made on the basis of the result of retesting done by the independent laboratory and above shall be binding on both the corporation and the supplier.

15. **Lifting of Rejected Stock :-**

The Corporation reserves the right to reject whole or part of the consignment not in conformity with the specification given in the purchase order / contract. The rejected stock must be removed by the supplier/s at his / their own cost within 15 days from the date of receipt of the rejection notice, failing which the supplier/s shall be liable for payment of go-down rent @ Rs. 2:00 per Sq. feet or demurrage @ Rs. 5/- per MT per day whichever is higher. If the rejected materials are not lifted within 30 days from the date of receipt of the intimation of rejection, the rejected stock shall be disposed off by the Corporation at the risk and cost of said supplier and any expenses and / or loss incurred / suffered by the Corporation in such event shall be realized from the supplier's security money / bills for payment against the existing contract or any other contract. In no case, the Corporation will undertake any responsibility for the rejected materials.

16. **Non –Supply :-**
In the event of non-supply, the Corporation shall at its discretion resort to either of the following option or a combination of these. While working out quantity of non-supply, fractions upto one metric ton shall be ignored.
17. **Risk Purchase :-**
In the event of supplier/s failing to effect the supply according to the delivery schedule of the Purchase order / Contract, the corporation at its discretion may make risk purchase from the open market or from other participant suppliers (other than the defaulter) or in any manner as may be found suitable by it and the supplier/s shall be liable for payment of the difference in price, if any, between the price for the purchase made and the contracted price. This may be realized from the security money and / or from the bills ready for payment against this contract / order or any other contract / order by informing the concerned supplier/s and in case of such repeated occurrence exceeding more than two occasions, they may be liable to be blacklisted. In the event of risk purchase, the defaulter/s shall not be allowed to participate in the tender / quotation / enquiry related to the said risk purchase.
18. **Penalty :-**
In the event of suppliers failing to effect the supply according to the delivery schedule of the purchase order / contract the Corporation may at its discretion deduct / forfeit 2% of the value of the undelivered quantity as penalty for non compliance of the order in full from the suppliers security money / bills pending for payment and treat the defaulted order as cancelled for undelivered quantity.
19. **Force Majeure :-**
- a) If at any time during the currency of the order / agreement, it becomes impossible on the part of supplier to comply with delivery schedule for reasons of war, or likely situation lawful strike and lockouts, riots, civil commotions, epidemic, pestilence, earthquakes, fire, storm or flood or any other act of god the supplier during the continuance of such contingency may not be bound to execute the contract as per order / agreement / contract. The supply shall be resumed immediately after the contingency has ceased or otherwise determined and supplier's obligations shall continue to be enforceable for corresponding extended period after the resumption of execution. The supplier shall, however, inform the Corporation by registered post about such acts duly certified by the local Chamber of Commerce at the beginning and end of the above causes of delay within 7 days of occurrence and cessation of such force majeure conditions.
 - b) In the events of the delay lasting over one month arising out of causes of force Majeure, the Corporation reserves the right to cancel the contract / agreement / order without any compensation.
 - c) Only that event of force majeure which affects the order progressing at the time of its occurrence shall be taken into consideration. The Corporation shall not be liable to pay extra cost due to delayed supplies made under force majeure.
 - d) Delays due to non availability of wagons etc. will not be considered as event of force majeure.
 - e) If the Corporation is not in a position to receive material as per terms of delivery due to anyone of the' following reasons, it reserves the right. to suspend normal supply until the position returns to normal or even to terminate the contract if it is beyond its control to accept suppliers in the event of following situations:

“Strike, Lockout, accumulation of stocks or non availability of storage space or any natural calamities or act of god which affected the production in the factory / factories of the Corporation”

20. **Law covering the contract :-**

The contract shall be governed by the applicable provisions of the relevant statutes.

21. **Waiver not to Impare the rights of the Corporation :-**

Delay in exercising or omission to exercise any right, power or remedy accruing to the Corporation upon any default under the contract shall not impair any such right, power or remedy or shall not be construed to be waiver thereof or any acquiescence in such default, nor shall action or inaction of the Corporation in respect of any default affect or impair any acquiescence by it.

22. **Office Bearers of the Corporation not individually liable :-**

No Director, Official or Employee of the Corporation shall in any way be personally bound or liable for the acts or obligation of the Corporation under the contract or answerable for any default or omission in the observance of performance of any act matters or thing, which are herein contained.

23. **Non Performance of Contract / Order, Cancellation of Contract / Order, Rights of the Corporation :-**

- a) The Corporation reserves the right to cancel the contract if the quality of the material delivered does not conform to the required specifications and also if the deliveries are not made in accordance with the delivery schedule as indicated by the Corporation.
- b) Any bribe, commission gift or advantage given, promised or offered by or on behalf of the tenderers their partners, agents or servants to any officer / employee / representative of the Corporation for obtaining or for the execution of this existing or any other contract / order or for receiving payments under the contract, shall in addition to the criminal liability that may be incurred, lead to cancellation of the existing or any other contract and shall also make it, obligatory on the part or the tenderer to compensate the Corporation for any loss suffered by it due to cancellation described above. This will be without any prejudice to the Corporation's right & remedies as per the terms of the contract or any other law in force.

24. **Change in Constitution :-**

- a) Where the suppliers is a partnership firm, a new partner shall not be introduced in the firm except with the prior consent in writing of the Corporation which may be granted only upon furnishing a written undertaking by the partner to perform the contract and accept all liabilities incurred by the firm under the contract period to the date of such undertaking.
- b) On the death or retirement of any partner of the supplier firm before complete performance of the contract, the Corporation may, at its option cancel the contract and in such case the supplier shall have no claim whatsoever, for compensation against the Corporation.
- c) If the supplier is proprietorship firm and the proprietor dies during the continuance of the contract, the Corporation shall have the option to terminate the contract / order without compensation. This will be without any prejudice to other rights and remedies available to the Corporation under the contract.

25. **Earnest Money/Security Money :-**

The supplier shall furnish earnest money through ICICI Bank Payment Gateway ONLINE (vide Finance Deptt. Memo No. 3975-F(Y) dated 28/07/2016) in favour of - "WEST BENGAL LIVESTOCK DEVELOPMENT CORPORATION LIMITED".

Deposit of Earnest Money : Rs. 20,000/- (Rupees Twenty Thousand only)

26. **Forfeiture of Security money :-**

If the supplier/s falls to perform or observe or neglect any of his / their obligation under the agreement / contract / order, it shall be lawful for the Corporation to forfeit either in whole or in part, in its absolute discretion, the security money furnished by the supplier or any part thereof towards the satisfaction of any sum due to be claimed from the supplier or any damage and / or destruction and / or losses and / or charges and / or expenses or cost and / or deterioration that may be suffered or incurred by the Corporation and its decision in this respect shall be final and binding on the supplier.

27. **Non Acceptance of Order :-**

In cases where the Corporation finds that the rate/s obtained in the tenders for any or all items are much higher than the prevailing market rate/s, for such items, the Corporation holds discretion to procure the material/s from open market through open enquiry or post tender negotiation or in any other manner found suitable by it. Any counter offer from the tenderers however, will not be entertained, unless such offer is called for by the Corporation. Any representation for negotiation in price and quantity after opening of tender/quotation will amount to cancellation of tender / offer of concerned tenderer / offerer.

28. **Payment :-**

Subject to compliance on the part of the supplier with the terms & conditions of the tender / contract / order, full payment of the bills of delivery will be made online through RTGS/NEFT within 30 days after submission of the same complete in all respect.

29. **Submission of Bill :-**

Bill should be submitted in duplicate along with original / 1st copy and 3rd copy of receipted challan and original weighment certificate of the plant / certified by the concerned officer of the plant. Purchase Order no. & date, extension latter ref. no. (if any), challan no. & date of delivery item, no. of bags, quantity supplied in net weight, should be mentioned in the bill. The time of payment will be counted form the date of submission of proper bill complete in all respects. The Corporation will not take any responsibility for the wrong / disputed bills and the bill/s, which are not in proper order.

30. **Variation in Quantity :-**

Variation up to 2% or 50 Kgs, whichever is higher either way between the ordered quantity and quantity delivered for individual item may be accepted by the Corporation provided such variation is necessitated to deliver a complete pack size.

- a) In case ordered quantity is one truck load (9-12 M.T) or less, no additional quantity over the admissible limit of variation, as detailed as detailed above shall be accepted generally.

However, in case where the supplier is compelled to supply additional quantity over the admissible limit of variation, as detailed above, Corporation may, at its discretion accept such additional quantity, provided prior approval for delivery of such additional quantity has been obtained by the supplier from the Corporation. Payment for the additional quantity, as above, shall be made on the basis of principle contained in sub clauses (a of clause 26).

31. **Sales Conditions :-**

With the acceptance of the tender with all the terms & conditions set forth by the Corporation, all and any other general sales conditions stand waived.

32. **Notice :-**

Any notice hereunder may be served on the supplier by registered mail or through special messenger of the Corporation at his last address available with the Corporation. Proof of issue of any such notice shall be conclusive evidence that the supplier has been duly informed.

33. **Dispute Under the Contract / Order :-**

In the event of any question, dispute, breach / or difference arising in respect of the meaning and scope of the terms and conditions or in connection with any matter under the agreement / contract / order (except for those matters which are to be decided as per the provision made in these terms & conditions) appropriate court of law in Kolkata shall have the Jurisdiction to decide or adjudicate upon.

34. **Exigency :-**

In cases of exigency requiring continuity of production, the Corporation, at its discretion may purchase any / all feed ingredients from the open market or in any manner found suitable by it and the terms and conditions, incorporated herein before in guidance of the procedure shall not apply to such act of the Corporation.

35. **Prerogative of the Corporation :-**

The Corporation is not bound to accept the lowest tender and reserves the right to accept or reject any or all tenders in full or part and / or increase / decrease the quantity to be supplied and / or split any tender in parts without assigning any reason whatsoever. No claim for compensation etc. whatsoever, will be entertained by the Corporation for rejected tenders.

36. **Right to modify terms :-**

The Corporation reserves the right to add / delete / modify / revise any / all clauses of the terms and conditions for supply of feed ingredients.


(Dr. Gouri Shankar Koner)
Managing Director
W.B.L.D.C. Ltd.

ANNEXURE - IV

Application Format

(To be furnished in the Company's Official Letter Head Pad with full Address with contact no. Telephone No. FAX No., e-mail No., Website etc.)

To

The Managing Director

West Bengal Livestock Development Corporation Limited

Bldg. No. 2, LB-2, Sector – III,

Salt Lake City,

Kolkata-700 106.

Sub: Supply of Poultry Feed Premix at MADHYAMGRAM FEED PLANT during the period from 1st JANUARY 2021 to 31st MARCH 2021 (ST) subject to the terms and conditions as laid down in Annexure- I, II, III, IV and V..

NIT No: NIT No: WBARD/WBLDC /NIT-265e/2020-2021 Dated 11/01/2021

Sir,

Having examined the pre-qualification and other documents published in the NIT, I/We hereby submit all the necessary information and relevant documents for evaluations:

1. That the application is made by me/us on behalf of duly authorized to submit the offer. The authorization letter from the Company is attached with the name of the person authorized to enter into and execute the agreement.
2. We accept the terms & conditions as laid down in the NIT mentioned above and declare that we shall abide by it throughout tender period.
3. We are offering rates for the following item/items.
4. We are the existing vendor of WBLDCL / We are not the existing vendor (strike out whichever is not applicable)
5. We understand that :
Tender Selection Committee/ Tendering Authority reserves the right to reject any application without assigning any reason.

.....
***Signature & Seal of the Bidder
with Date.***

ANNEXURE - V

CHECK LIST

Information about Bidders

(To be uploaded with the Technical Bid)

Sl.	Description	Particulars
1	Name of the Firm	
2	a) Registered Address with PIN etc. b) Sole owner or Partnership Firm/Company	
3.	Phone No.	
4.	E-mail	
3	Name of the Person authorized to enter into & execute contractual agreement.	
4	Earnest Money, whether submitted, if not, Exemption Certificate to be submitted.	
5	PAN Card whether submitted.	
6	GST Registration Certificate whether submitted.	
7	Original Prof. Tax Clearance Certificate (if available) with latest Paid Challan valid Upto 31/03/2021 whether submitted. (for bidders within WB)	
8	Original Trade License (valid upto 31 st March 2021) whether submitted.	
9	I.T. Return Assessment Year 2019 - 2020 whether submitted.	
10	Company Details whether submitted.	
11	Copy of NIT digitally signed whether submitted.	
12	Annexure - IV whether submitted.	
13	Authorized Dealership Certificate whether submitted.	
14	Literature of the products shall have to be submitted offline within 25/01/2021 positively at the registered office of the Corporation.	

Note : Rate shall be quoted PER Kg. Basis

Signature & Seal of the Bidder with Date