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

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NIT No: WBARD/WBLDC/NIT-295e/2021-22 **Date of Issue : 04/06/2021**

SET OF TENDER DOCUMENTS
For

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 MANUFACTURER for "Printing and supply of PP Bags for Poultry, Duck and Broiler Feed at Madhyamgram Feed Plant, North 24 Parganas" during the period from **1st July 2021 to 30th June 2022.**

Each set contains:-

1. DETAILED TENDER NOTIFICATION FOR SUPPLY OF Printed PP Colour Woven Bags (50 Kg. Capacity)
2. TERMS & CONDITIONS FOR SUBMISSION OF TENDER. (Annexure – I)
3. ESTIMATED QUANTITY WITH DETAILED SPECIFICATION (Annexure – II)
4. UNDERTAKING (Annexure – III)
5. APPLICATION FORMAT (Annexure – IV)
6. FORMAT FOR CHECK LIST (Annexure – V)
7. FORMAT FOR AGREEMENT

DATE OF PUBLICATION OF e-TENDER (ONLINE) : 04/06/2021 FROM 6:00 P.M.
STARTING OF BID SUBMISSION (ONLINE) : 04/06/2021 FROM 6:00 P.M.
SUBMISSION OF SAMPLE WITHIN 25/06/2021 UPTO 4:30 P.M. at H.Q.
PRE BID MEETING TO BE HELD ON 16/06/2021 at 2:00 P.M. at H.Q.
LAST DATE FOR ON LINE SUBMISSION OF TENDER : 26/06/2021 UP TO 11:30 A.M.
OPENING OF TECHNICAL BID : 28/06/2021 FROM 11:30 A.M. onwards.
OPENING OF FINANCIAL BID: TO BE NOTIFIED LATER ON.
TENDER FEES: NIL
EARNEST MONEY DEPOSIT : Rs. 50,000/- (FIXED)

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

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NOTICE INVITING e-TENDER

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 MANUFACTURER for "Printing and supply of PP Bags for Poultry, Duck and Broiler Feed at Madhyamgram Feed Plant, North 24 Parganas" during the period from **1st July 2021 to 30th June 2022.**

LAST DATE FOR SUBMISSION OF TENDER (ONLINE): 26/06/2021 (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 sl. no. 23.

(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 PP Colour Woven Bags (50 Kg. Capacity) (WITHOUT LAMINATION) must be supported by:

A. TECHNICAL BID : 'BID-A'

(a) STATUTORY COVER containing the following documents:

PART 1 (SINGLE FILE MULTIPLE PAGES SCANNED):

1.	Upload Scan copy of N.I.T. with Seal & Signature on every pages.
2.	Upload Annexure – III, IV & V (SINGLE FILE MULTIPLE PAGES SCANNED)
3.	Upload Scanned copy of Valid Manufacturing License
4.	Upload ALL DOCUMENTS / CERTIFICATES.

NIT No: WBARD/WBLDC/NIT-295e/2021-22 **Date of Issue : 04/06/2021**

(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 with challan valid up to 31/03/2022 (applicable within the State only). iii) I.T. Return Assessment Year 2019 – 2020. iv) G.S.T Registration Certificate. v) Valid Trade License (upto 31st March 2022) vi) **Scanned copy of Valid Manufacturing License.**
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 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. Supply order may be uploaded.

(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 supplier is to quote the rate **on Item-wise BOQ (PER Pc. BASIS) & Delivery (**single order consignment**) basis** for Printing and supply of PP Bags at Madhyamgram Feed Plant of the components as specified in the BOQ. & Annexure – V. **The Item-wise Rate** will be quoted in the BOQ in one cover (folder) encrypted in the B.O.Q. under Financial Bid.

ii) **Rate quoted shall be (PER Pc. BASIS) & Delivery (**single order consignment**) basis inclusive of GST, all other taxes, surcharges, cess, Transportation, Loading / Unloading if any**.

iii) **Item-wise details for supply as a whole may be found under Annexure – I, II, III, IV & V in NIT document.**

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

Managing Director

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ANNEXURE – I

TERMS & CONDITIONS FOR PROCUREMENT OF POLY BAGS (HDPP):

1. **Quantity :**
The quantity of bags mentioned in the tender schedule is only indicative and not final. The Corporation shall be at liberty to reduce or increase the quantity of bags to be supplied by the supplier without assigning any reason and will not be liable for any claims whatsoever for reduction or increase in quantity.

2. **Rate** :
Rate should be quoted for supply of materials on **PER Pc. BASIS & Delivery (**single order consignment**) basis** inclusive of all charges & taxes such as G.S.T., loading, transportation, unloading and stacking etc. at Plant Site/ Go-down as per instruction of the Officer in-charge of the Plant concerned. Unless otherwise instructed, rates are to be quoted on rate running contract basis. Bidders are requested to follow the clause no. 26 during submission of tender. **Stereos for online printing will be provided by Corporation (Refundable).**

No modification in tender shall be considered under any circumstances.

3. **GST Registration Certificate shall have to be submitted.**

4. **Valid Submission of Tender:**

Tender 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.

a) 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.

b) 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.

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

5. **Delivery :** (a) The delivery period intimated by the Corporation in the order will be considered as an essence of the contract. If the supplier fails to deliver the bags within the period fixed for such delivery in the schedule or as extended or at any time repudiates the contract before expiry of such period, the Corporation may without prejudice to its other rights, cancel the contract or a portion thereof, if so desired, or purchase the same from the market at the risk and cost of the contractor/supplier as per clause 16 (a) or recover penalty as per clause 16 (b) described hereafter. In case of termination of contract due to non supply of bags, the security deposit shall be forfeited.

(b) In case of exigency, a consignment meant for one plant may be diverted to another plant. In such event, the additional transport cost shall be borne by the Corporation.

6. **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, what-so-ever, shall be extended. Any offer made in response to the tender, when accepted by the corporation, will constitute a contract between the parties.

7. **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. An agreement with the successful bidder shall have to be executed on Rs. 10/- (Ten) Non Judicial Stamp Paper.

8. **Validity of offer :**

Rates offered by the successful tenderers shall remain valid for acceptance for a period of **1 (One) Year** 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 the of defaulter, as per clause 18 (a).

9. Corporation not bound by personal representation :

The supplier 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.

10. Quality: a) Goods should conform to the corporation's specification and standard as laid down in Annexure –III. Materials not conforming to the required specifications shall be rejected.

b) In case of excess of ash content than the specification mentioned in the order / contract, deduction will be made for actual percentage of deviation @ 1% of the contract price for deviation of each percentage up to a limit of 4% in excess under the warranted percentage. Beyond the aforesaid acceptable limits, consignment will summarily be rejected.

11. Packing :

Material should be packed in bundle. Each bundle will comprise of 500 bags properly packed. Printed bags will be received in packed conditions. In case of bundles, each bundle should be wrapped with Hessian / Poly Cloth and Stitched or bound by metal hoops and should have equal number of bags in each bundle.

12. Inspection of the Stock :

Bags duly marked with batch no. will be inspected before dispatch at the supplier's factory / godown by the 3rd party engaged by the Corporation and its recommendation will be binding on both the parties.

The supplier will make all arrangements at his cost for inspection / sorting / segregation of the bags.

13. Weighment & Specification:

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.

14. Replacement :

If any bags get burst during packing operation the same shall be replaced by the supplier at his risk and cost within 7 days from the date of intimation.

15. 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.

a) **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 form 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.

b) **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.

16. 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"

17. Law covering the contract:

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

18. Waiver not to Impair 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.

19. 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.

20. 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.

21. Change in Constitution:

a) 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.

b) 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.

22. 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".

Deposited Earnest money : Rs. 50,000/=

In case of successful tenders, earnest money shall be converted into security money, which is refundable at the option of the supplier after the supply has been completed in all respects. Earnest/security money shall not carry any interest. EMD of successful tenderers will be refunded automatically, once the AOC is uploaded.

23. 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.

24. 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.

25. 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 by NEFT/R.T.G.S. within 30 days after submission of the same complete in all respect. Payment shall be settled on the basis of each bag weight of 145 gm /130 gm/ 70gm / 50gm as the case may be on prorate basis & clause 10 (b).

26. 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 from 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.

27. Variation in Quantity :

Ordered quantity may vary (± 2%) which the Corporation, at its discretion, may accept. The period of contract may be extended till supply of ordered quantity with (± 2%) variation is completed without prejudice to clause 16 (a) & (b) appended hereinabove.

28. 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.

29. 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.

30. 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 (expect 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.

31. Exigency :

In cases of exigency requiring continuity of production, the Corporation, at its discretion may purchase 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.

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

NIT No: WBARD/WBLDC/NIT-295e/2021-22 **Date of Issue : 04/06/2021**

1. Stitching: Bottom: Single fold (25mm minimum) with double row chain stitch. However, **there will be hemming on mouth of the bags / Zigzag cutting.**

2. Printing: The bags of both category A, B, C & D should be printed at both side as per the approved Art Work provided by the Corporation & printing should be prominent / clear & clean in each bag. Bag having defective print/hazy print/tilted print shall be rejected outright. However, printing quality of each bag should be Tape Test resistant. Lot number and supplier's initial at right hand side bottom corner of the Art Work should be printed on each bag.

3. Bundle: Each bundle will comprise of 500 bags properly packed having shipping mark on pack sheet duly mentioning the buyer's name, supplier's name, quality and quantity per bundle with lot no.& running no.

4. Freedom from Defect: should remain as it is as mentioned in our specification.

5. The bags should conform to the following:

   (I) Ash (Filler) content: 6% maximum
   (II) Both sides of the bag printed

6. In case of excess of ash content than the specification mentioned in the order / contract, deduction will be made for actual percentage of deviation @ 1% of the contract price for deviation of each percentage up to a limit of 4% in excess under the warranted percentage. Beyond the aforesaid acceptable limits, consignment will summarily be rejected.

7. Weekly off day at -
   Madhyamgram Feed Plant : **Sunday is the weekly off day.**

8. Time of acceptance of supply: 10:00 a.m. to 3:00 p.m. on working days only.

9. Without prejudice to the applicability of other statutes & acts, supply of Poly bags by the successful tenderer and acceptance thereof by the Company shall be governed by the terms and conditions delineated in Annexure I, II & IV of the tender.

10. In the event of imposition of any taxes /duties or enhancement of taxes & duties by the Govt. during the currency of the agreement, the same will be reimbursed subject to production of proper & sufficient documentary evidence.

11. **Inspection of the consignment shall be done by 3rd party engaged by the Corporation & its recommendation will be binding on both the parties.**

ANNEXURE – II

(ESTIMATED QUANTITY WITH DETAILED SPECIFICATION)

Sub : Printing and supply of PP Bags for Poultry, Duck and Broiler Feed at Madhyamgram Feed Plant, North 24 Parganas.

Sl. No.	**DESCRIPTION WITH DETAILED SPECIFICATION** **Printed PP Colour Woven Bags (50 Kg. Capacity) (One Side Front Lamination) Open mouth Sacks, manufactured from Plain Weave, produced from PP Tapes. There will be Hemming / ZIGZAG HEAT SEALING on mouth of the Bags.**	**Unit/ Pc. (Excluding the Fabric Cost)**
Parameters with Specification (PP POLY BAG) : ***(Poly Propylene (P.P.) should be raffia tapes for woven sacks & fabric)***		**Minimum Order Quantity 12,000 Pcs.**
1	**Size : 40 INCH x 26 INCH (+3/-0)**	
2	**Printing : Both sides online Flexo-Stereo for Poultry & Duck Bag & One side printing for Broiler Bag.**	
3	**Sealing : Single fold bottom detach with double row stitch**	
4	**Weight : 120 gm per pcs. (+3/-3 gm)**	
5	**Stich / dm : 10 (Single Fold double stitched)**	
6	**Ash Content : Below or equal to 16%**	
7	**End / dm = 40**	
8	**Picks / dm = 40**	
9	**Maximum Colour Variety = 4**	
10	**Minimum Order Qty = 12,000 Pcs.**	

Cost to be quoted for Lamination, Printing, Thread and all other making charges including GST & FOR Madhyamgram Feed Plant, North 24 Parganas.

Fabric Cost : As per daily rate of Haldia Petrochemicals (www.haldiapetrochemicals.com) on the date of placement of order date.

Delivery Charges: To be quoted by the bidder on the basis of minimum order quantity. (i.e. 12,000 Pcs. / Consignment)

Delivery at: Madhyamgram Feed Plant, North 24 Parganas. with Freight, Packing & Forwarding Charges. (Rate should be quoted on the basis of single order consignment quantity at B.O.Q.)

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

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ANNEXURE - III

UNDERTAKING :-

01. Rates quoted above are inclusive of G.S.T. and all other charges such as delivery, Printing and stacking etc. in your go down as per instructions of the officer in charge / Store -in charge of concerned plant.

02. Weighment and sampling of consignment / supply to be done at your factory, will be accepted by me / us.

03. The above offer holds good for (3) three months w.e.f. "1st JULY 2021 to 30th JUNE 2022" and I am / We are bound to supply the material at the quoted / agreed rate if order is placed for any quantity within the validity period of this tender.

04. I/We shall be bound to supply the material as per quantity and quality mentioned in purchase order / delivery schedule, further **I / We shall commence supply within 15 (fifteen) days of placement of order / instruction.**

05. I/We shall be bound by the terms and conditions of both these documents and execute the order accordingly. In case of failure to supply as per delivery schedule, the Corporation will have the right to make risk purchase and I / We will be bound to pay the difference in price, if any.

Yours faithfully,

For and behalf of _____
(Seal of the Company / Concern)

Name : _____ (Proprietor/Partner/Manager/Chief Executive)

Name of the Concern : _____

Address: _____

Office & Residential telephone no.: _____

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.)

The Managing Director
West Bengal Livestock Development Corporation Limited
Bldg. No. 2, LB-2, Sector – III,
Salt Lake City,
Kolkata-700 106.

Sub: Printing and supply of PP Bags for Poultry, Duck and Broiler Feed at Madhyamgram Feed Plant, North 24 Parganas during the period from 1st July 2021 to 30th June 2022.

Ref.: NIT No: WBARD/WBLDC/NIT-295e/21-22 Dated 04/06/2021

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 manufacturer of Poly bag and having valid Factory License.

5. We understand that :
   Tender Selection Committee/ Tendering Authority reserves the right to reject any application without assigning any reason.

Yours faithfully,

For and behalf of _____
(Seal of the Company / Concern)

Name : _____ (Proprietor/Partner/Manager/Chief Executive)

Name of the Concern : _____

Address: _____

Office & Residential telephone no.: _____

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	
5.	Name of the Person authorized to enter into & execute contractual agreement	
6.	Earnest Money, whether submitted, if not, Exemption Certificate to be submitted	
7.	PAN Card whether submitted	
8.	GST Registration Certificate (Whether submitted)	
9.	Original Prof. Tax Clearance Certificate (if available) with latest Paid Challan valid Upto 31/03/2022 whether submitted (for bidders within WB)	
10.	Original Trade License (upto 31st March 2022) whether submitted.	
11.	Original I.T. Return (Assessment Year 2019 - 2020) whether submitted	
12.	Company Details whether submitted	
13.	Copy of NIT (with Seal & Signature on every pages) whether submitted.	
14.	Annexure – II, IV, V & VI whether submitted.	
15.	Valid Manufacturing License whether submitted.	

For and behalf of _____
(Seal of the Company / Concern)

PROFORMA FOR AGREEMENT OF CONTRACTUAL AGREEMENT

(may be modified as per situation at the time of execution)

This Agreement is signed and executed on this …… day of ……., 2021 at Kolkata.

BY AND BETWEEN

West Bengal Livestock Development Corporation Limited, A Company registered under the Companies Act, 1956 and having its registered office at LB-2, Sector-III, Salt Lake City, Kolkata – 700106 represented by its Managing Director unless his rights and obligation relating to the objects and purports of these presents are delegated, to any other officer(s) of WBLDCL hereinafter referred to as the **First Party** (which expression shall, unless excluded by or repugnant to the context, means and includes his successors, representatives, permitted assignees, liquidators and administrators) of the ***ONE PART***.

A N D

……., a company registered under the Company's Act/a partnership firm/Proprietorship Firm (delete whichever is not applicable) having its Registered Office at …… represented by its …… unless his rights and obligation relating to the objects and purports of these presents are delegated, to any other officer(s) of…… hereinafter referred to as the **Second Party** (which expression shall, unless excluded by or repugnant to the context, means and includes his successors, representatives, permitted assignees, liquidators and administrators) of the ***OTHER PART***.

WHEREAS the **First Party** is desirous that the work of Printing and supply of PP Bags for Poultry, Duck and Broiler Feed at Madhyamgram Feed Plant, North 24 Parganas during the period from 1st July 2021 to 30th June 2022 and wanted to execute the said work and for the purpose floated open Tender online.

A N D

WHEREAS the **Second Party** offered his price against the said Tender and being eligible, his Tender having been accepted agreed to execute and complete the said work as detailed in the tender document along with bill of quantities and all other conditions.

Now, therefore, this agreement witnessed as follows:-

That the word and expression shall have same meanings as are respectively assigned to them in the general condition of the contract hereinafter referred to.

1. That the **Second Party** shall abide by all statutory obligations and payment statutory dues as are obligatory on the part of the **Second Party** and that any failure on his part if attracts any liability on the **First Party** the **Second Party** will, on intimation from the **First Party**, immediately compensate the same.

2. If any dispute or question arises any time between the parties about the rights and liabilities of each of them relating to the terms and conditions stated hereinabove shall unless and otherwise mutually resolved between the parties, the aggrieved party may refer the matter to the sole Arbitrator as may be appointed by the Govt. of West Bengal, ARD Department on reference from either Party for arbitration and the decision of the Arbitrator shall be final and binding on both the parties.

3. That all disputes shall be subject to the jurisdiction of the Calcutta High Court.

In witness whereof:

The parties have set and subscribed their hands on this Agreement on the day, month and year first written.

Successful Bidder	Managing Director. W.B.L.D.C. Ltd.
Seal	*Seal*
Witness and address: – **1.**	*Witness and address: –* **1.**
2.	**2.**