



# WEST BENGAL LIVESTOCK DEVELOPMENT CORPORATION LIMITED

(A Govt. Of West Bengal Undertaking)

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

Tele: (033)-2335 5298 E-mail: [info@wbldc.in](mailto:info@wbldc.in)

Website: [www.wbldc.in](http://www.wbldc.in) Toll Free No. **18001208243**

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**Memo No. WBARD/WBLDC/NIT-472e/2023-2024**

**Dated 22/02/2023**

**SUPPLY OF CORRUGATED MASTER CARTOON BOX FOR NORMAL EGG AND CHICKS/DUCKLING BOX IN DIFFERENT UNITS UNDER WEST BENGAL LIVESTOCK DEVELOPMENT CORPORATION LIMITED, LB-2, SECTOR-III, SALT LAKE CITY, KOLKATA-700106 FOR 2023-24.**

## **SET OF TENDER DOCUMENTS (ON LINE)**

*Each set contains:*

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

**DATE OF PUBLICATION OF e-TENDER (ONLINE) : 22/02/2023 FROM 05:30 P.M.**

**STARTING OF BID SUBMISSION (ONLINE) : 22/02/2023 FROM 05:30 P.M.**

**PRE BID MEETING TO BE HELD ON 03/03/2023 at 2:00 P.M. at H.Q.**

**LAST DATE FOR ON LINE SUBMISSION OF TENDER : 18/03/2023 UP TO 11:30 A.M.**

**OPENING OF TECHNICAL BID : 20/03/2023 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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**Dated 22/02/2023**

## NOTICE INVITING e-TENDER

**NIT NO. WBARD/WBLDC/NIT-472e/2023-2024 Dated 22/02/2023** SUPPLY OF CORRUGATED MASTER CARTON BOX FOR NORMAL EGG AND CHICKS/DUCKLING BOX IN DIFFERENT UNITS UNDER WEST BENGAL LIVESTOCK DEVELOPMENT CORPORATION LIMITED, LB-2, SECTOR-III, SALT LAKE CITY, KOLKATA-700106 FOR 2023-24 (Submission of Bid through NIC e- tender portal <http://wbtenders.gov.in>)

E-TENDERS ARE INVITED FROM REPUTED **MANUFACTURERS /AUTHORIZED DEALERS/ DISTRIBUTORS/BONAFIDE SUPPLIERS** for supply of corrugated master carton box for normal egg and chicks/duckling box in different units under West Bengal Livestock Development Corporation Limited, LB-2, Sector-III, Salt Lake City, Kolkata-700106 for 2023-24. SUBJECT TO THE TERMS AND CONDITIONS AS LAID DOWN IN ANNEXURE- I, II, III & IV.

**LAST DATE FOR SUBMISSION OF TENDER (ON LINE): 18/03/2023 (up to 11:30 A.M)**

**Rate as per B.O.Q. must be quoted on per item basis inclusive of G.S.T., other taxes and all other charges.**

- (1) Necessary Earnest Money is to be deposited 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 – IV sl. no. 19 & 20.
- (2) 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 must be supported by:

### A. TECHNICAL BID : 'BID-A'

- (a) Earnest Money shall have to be deposited through ICICI Bank Payment Gateway (vide Finance Deptt. Memo No. 3975-F(Y) dated 28/07/2016) **ONLINE** as prescribed in the **TENDER DOCUMENT** in favour of the **West Bengal Livestock Development Corporation Limited, Payable at Kolkata.**
- (b) **GST Registration Certificate**
- (c) **Trade License valid upto 31<sup>st</sup> March 2023.**
- (d) **PAN Card.**
- (e) **I.T. Return as on 31/03/2021. (A.Y. 2021 – 2022)**
- (f) **Upload copy of N I T duly digitally signed.**
- (g) **Upload Annexure – III, IV & V (with Seal & Signature on Company Letter Head)**

Documents at (b) to (f) must be submitted (on line) in original scan copy. Attested photo-copy will not be considered in on-line submission as valid documents.

Technical proposal (BID-A) should contain statutory & non-statutory document as described above. Financial proposal (BID-B) should contain the following documents in one cover (folder) i.e. Bill of Quantities (BOQ). The bidder is to quote the rates of items on line through computer in the space marked for quoting rate in the BOQ.



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The vendor must fulfill the above eligibility criteria/ pre-qualification conditions. Technical bid of vendors fulfilling the pre-qualification conditions will only be evaluated by the duly constituted evaluation committee. Bid of vendors not fulfilling the pre-qualification conditions given above will be summarily rejected. Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances. The authority reserves the right to verify/confirm all original documentary evidence submitted by vendors in support of above mentioned clauses of eligibility criteria.

## FINANCIAL BID : 'BID-B' ( BOQ )

- i) The Bidder is to quote the **rate (ITEM-WISE) per PIECE BASIS in BOQ format** of the components as specified in the BOQ. **The item-wise rate per piece** will be quoted in the BOQ in one cover (folder) encrypted in the B.O.Q. under Financial Bid.
- ii) **The intending bidder(s) have to quote rate for items (Sl.no.1 to Sl. No.3) in the BOQ . Selection will be on LOWEST rate basis .**
- iii) **Rate quoted shall be including GST, Cess, other taxes / all other charges including unloading at delivery location (one point) and Freight.**
- iv) **Scope of work As per Annexure-II and BOQ**
- v) Only downloaded copy of the B.O.Q. is / are to be uploaded quoting the rate, virus scanned and digitally signed by the supplier.

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

No Hard copy of bid documents will be entertained for consideration for selection of this tender. Bidders must have to participate the tender through online only at [www.wbtenders.gov.in](http://www.wbtenders.gov.in).

  
**Managing Director**  
**W.B.L.D.C.Ltd.**



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## **ANNEXURE-I**

### **GENERAL TERMS & CONDITIONS**

1. **REPUTED MANUFACTURERS /AUTHORIZED DEALERS/ DISTRIBUTORS /BONAFIDE SUPPLIERS** preferably having experience in similar nature of work are eligible to participate.
2. **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. 50,000/-** Exempted bidders should invariably submit their valid exemption certificate issued by Govt. of West Bengal/Govt. of India / any other competent authority in the technical bid folder.
3. The rate offered will remain valid for **one year**. The period of agreement will be initially for **1 year** which may further be renewed for such period as mutually agreed upon.
4. Before or at the time of entering into this contract the selected party shall have to furnish a security deposit of **Rs. 50,000/= (Rupees Fifty Thousand only)** in form of a bank draft drawn in the favour of **‘WEST BENGAL LIVESTOCK DEVELOPMENT CORPORATION LIMITED’, payable at Kolkata**. The selected party must enter into an Agreement with this Corporation. The Security money will be refunded back to the party after expiry of the contract period or on cessation of the Agreement subject to the condition that such security money may be adjusted against any dues, loss and/or damages to the properties of the Corporation to the extent of Security Money. If the loss is more than the Security Money the agent shall have to pay the balance amount to the Corporation immediately. Security money will not earn any interest.
5. **Corrugated Master Cartoon Box for Table Egg (white/brown) and Box for Meat & Non Meat Item packing , Chicks/Duckling Boxes are to be supplied at Different units / Single Delivery Point under WBLDCL. Paper cartons (corrugated box) (Each capable to accommodate 210 eggs packed in 30 eggs per tray in Nine Tray per box) and corresponding number of Chicks & duckling for Chick/Duckling Boxes & Meat/Non Meat Packing Boxes which are printed as per design provided by Corporation.**
6. The successful bidder shall have to enter into an agreement the details of which has been given at Annexure-A
7. If there is any failure on the part of the supplier on any day fixed for delivering the eggs to the Corporation without prior intimation/unavoidable circumstances, bidder shall have to compensate the cost in terms of penalty which are to be deducted from his bill on account of his services.

8. In case of frequent unsatisfactory performance of the supplier the Corporation may terminate the Agreement without any notice.
9. Selected party shall have to abide by the terms & conditions as are laid down in the Agreement to be executed by the party. The general terms and condition as contained herein shall also be part and parcel of the said Agreement. Moreover both the Parties may mutually agree others terms and conditions to be abided by both of them.
10. In case the supplier or any of his person carry on any unlawful deeds and/or acts the delivery agent shall be solely responsible for such unlawful deeds and/or acts and may lose the right to carry on the Business with immediate effect unless the Corporation allows him such further time to continue the lawful business.
11. In respect of any dispute or any point arising out of the above business, the same shall be tried to be settled mutually between the parties. However if the disputes are not so settled in the manner as mention above it may be referred to 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. The legal jurisdiction shall be within the jurisdiction of the Hon'ble Calcutta High Court, Kolkata.
12. **Rate: Prices of items should be inclusive of all taxes and duties including, Customs Duty, Excise Duty, etc. It should also include packing, forwarding, transport and unloading charges at delivery location etc. Rate should be quoted only in Indian Rupees (INR) on DOOR Delivery Basis and as per specified in BOQ.**  
**Note : No other charges would be payable by the Corporation except mentioned in BOQ.**
13. Quality of goods: The firm will be entirely responsible for quality of supplied goods/ materials. Corporation may visit the source with prior approval from concern supplier. The supplier should replace the rejected/ damaged eggs by next consignment, failing which penalty will be imposed **0.5% per week** of the total ordered value shall be levied subject to maximum of **5 % of the total ordered value** by the Corporation.

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



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**Dated 22/02/2023**

## **ANNEXURE-II (Scope of Work)**

**Job: Supply of corrugated master cartoon box for normal egg and chicks/duckling box in different units under West Bengal Livestock Development Corporation Limited, LB-2, Sector-III, Salt Lake City, Kolkata-700106 for 2023-24 .**

- Items :**
- 1. Corrugated Master Cartoon Box (for holding 210 Normal eggs)**
  - 2. Corrugated Master Cartoon Box (for Packing Meat & Non Meat Items ) .**
  - 3. Chicks /Duckling Boxes ( for transport of Day old Chicks/Duckling)**

**Delivery Location :**

- 1. Central Store , W.B.L.D.C.Ltd., 37 K.B. Sarani, Belgachia, Kolkata-7000037, W.B for Master Cartoon Box for packing Meat & Meat Products.**
- 2. Kalyani Layer Farm, Rathtala , Kalyani, Nadia-741235.**
- 3. Chick & Duckling Box : Kalyani Duck Breeding Farm , SLF Campus, Kalyani, Nadia-741235.**

**( may be differed but single point delivery per consignment with prior intimation)**

**Supply /Delivery Period : Within 07 days ( Partial /Fully ) , based on Forecast Monthly requisition.**

### **ITEM SPECIFICATION :**

<b>1. MASTER CATOON BOX FOR EGG</b>	<b>2. MASTER CATOON BOX FOR MEAT &amp; MEAT PRODUCTS PACKING</b>
<ul style="list-style-type: none"><li>• 5 PLY CORRUGATED MASTER CARTOON</li><li>• DIMENSION: 300 X 300 x 360 MM</li><li>• 120 GSM -18</li><li>• GROSS WT 500 GM , NET WT 475 GM</li><li>• 18-BF KRAFT PAPER</li><li>• SINGLE COLOUR LOGO PRINT IN FOUR SIDES (Supplied design).</li><li>• HOLDING OF 210 STANDARD SIZE TABLE EGG ( Egg Wt. : 50-60 gm) IN 9 Tray (7+ 2 Extra) : Dimension : 292 x 297x 47 mm/ Tray.</li><li>• FREE FROM DART , UNIFORM AND SMOOTH FINISHING .</li><li>• COLOUR : BROWN</li><li>• MATERIAL: 100% RECYCLABLE &amp; FULLY COMPOSTABLE (BIO-DEGRADABLE)</li></ul>	<ul style="list-style-type: none"><li>• 5 PLY CORRUGATED MASTER CARTOON</li><li>• DIMENSION: 17 INCH X 12 INCH x 9 INCH</li><li>• 120 GSM</li><li>• 18-BF KRAFT PAPER</li><li>• SINGLE COLOUR LOGO PRINT IN FOUR SIDES (Supplied design).</li><li>• FREE FROM DART , UNIFORM AND SMOOTH FINISHING .</li><li>• COLOUR : BROWN</li><li>• MATERIAL: 100% RECYCLABLE &amp; FULLY COMPOSTABLE (BIO-DEGRADABLE)</li></ul>





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### 3. CHICKS/DUCKLINGS BOX

- |  |   |
|--|---|
| <ul style="list-style-type: none"><li>• 3 PLY CORRUGATED MASTER CARTOON</li><li>• DIMENSION: 21 INCH X 18 INCH x 6 INCH</li><li>• 140 GSM</li><li>• FOUR PARTITIONS</li><li>• LID SIZE : 580MM X 450MM X 152MM</li><li>• PRINTED BOTH SIDE WITH HARINGHATA DAY OLD CHICKS/DUCKLINGS WITH A TOP SIDE LOGO IN BOTH SIDE (Supplied design).</li></ul> | <ul style="list-style-type: none"><li>• FREE FROM DART , UNIFORM AND SMOOTH FINISHING .</li><li>• COLOUR : BROWN</li><li>• MATERIAL: 100% RECYCLABLE &amp; FULLY COMPOSTABLE (BIO-DEGRADABLE)</li></ul> |
|--|---|

**Tentative required quantity :**

1. MASTER CATOON BOX FOR EGG : REQUIREMENT 1000 CARTOON PER DAY (APPROX.)
2. MASTER CATOON BOX FOR MEAT & MEAT PRODUCTS : APPROX. 300 PCS. PER DAY.
3. CHICKS & DUCKLING BOX : 3000 PCS PER MONTH
  - MAXIMUM 15 DAYS STOCKS WILL BE AT STORE LEVEL AS PER REQUIREMENT.

**Requisition: Monthly through e-Mail / Hard copy on discussion.**  
(May be differed on emergency ground prior to dispatch)

**Managing Director**  
**W,B,L.D.C.Ltd.**



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## **TENDER TERMS & CONDITIONS**

### **01. OPENING OF THE TECHNICAL PROPOSAL:**

- (a) Technical proposal will be opened by the authorized officer of the undersigned, electronically from the website using their Digital Signature Certificate (DSC).
- (b) Cover (folder) for Statutory Documents and non statutory documents will be opened. If there is any deficiency in the **Statutory Documents** the tender will summarily be rejected.
- (c) Decrypted (transformed into readable formats) documents of the Statutory & Non statutory Cover will be downloaded and handed over to the Tender Evaluation Committee.
- (d) Pursuant to scrutiny & decision of the Tender Evaluation Committee the summary list of eligible bidders will be uploaded in the web portals.
- (e) The Financial Cover (BID-B) of those bidders passing the technical requirements will only be opened. THE DECISION OF UNDERSIGNED/TENDER COMMITTEE WILL BE FINAL & BINDING UPON THE BIDDER IN THIS RESPECT.

### **02. PENALTY FOR SUPPRESSION / DISTORTION OF FACTS:-**

If any bidder fails to produce the original hard copies of the documents or any other documents on demand of the Tender Opening Authority within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression of facts, the bidder will be suspended from participating in the tenders on e-Tender platform for 3 (three) years.

### **03. AWARD OF CONTRACT:-**

The Tender Inviting Authority reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time and prior to the issue of Award of Contract without incurring any liability to the affected Tenderer or Tenderers thereby or shall have any obligation to inform the affected Bidder or Bidders of the ground for Employer's action. The Bidder who's Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter cum Award of Contract.

### **04. AGREEMENT**

The corporation will execute an agreement with the successful bidder **as per the prescribed format or as will deem fit as per the condition in a Non-judicial Stamp Paper worth Rs.50/-** (Rupees Fifty) only to be provided by the successful bidder. The notification of award will constitute the formation of the Contract or the agreement between the Tender Accepting Authority and the successful Bidder. All the tender documents including NIT & B.O.Q. will be the part & parcel of the Contact Documents. Prescribed Agreement must be signed by the both parties, the Authorized Signatories of the Corporation & Tendering firm concerned. The Original agreement will be retained by the Corporation in the concerned case file and the photocopy of the same will be provided to the concerned firm.



**05. SECURITY MONEY DEPOSIT**

Successful tenderer shall be required to deposit Security Money Rs.50,000/-(Rupees Fifty Thousand) . However earnest money of the successful tenderer may be converted/adjusted with the Security Money and for exempted category Security Money to be deducted from ***first bill*** as per terms of the contract. (As per G'O. No. 201-F(Y) Dated-18/01/2021 of Finance Department Govt. of WB. The Security Money will not carry any interest.

In the event of non-completion or defective supply by the supplier the Corporation will have the right to get the supply done through any agency at the risk and cost of the supplier and also the Corporation will have the right to forfeit the security money in full or part at its discretion which will be binding upon the supplier.

The security money will be released ***after the satisfactory completion*** of supply and satisfactory remedy or rectification or amendment or modification or all, and settlement of accounts.

**06. PENAL MEASURE**

If the firm withdraws tender as a whole or for any particular item at any stage during the tenure of tender or fails/refuses to enter into written agreement once the rate for any/all items(s) is/are accepted within the time specified when requested to do so by this Corporation. Such firms offer will not be taken into consideration in future & shall liable to be black listed for 3 (three) years.

- i) The security money deposit furnished by a bidder is liable to forfeit in full along with cancellation of order without prejudice in the event of failure/refusal to maintain the terms & conditions of tender and/or contracted specification and/or quality/quantity and the authority will be at liberty to terminate the contract as a whole or part.
- ii) In consequence of submission of false or fabricated documents by any firm/ company for participating in the tender, if proved later on shall liable to be Black Listed for 3 (three) years.
- iii) Any legal dispute arising during the tender process shall be dealt only under the jurisdiction of Calcutta High Court.
- iv) **Total supply is to be validated positively for 365 (Three Hundred Sixty-Five ) Days from the date of issue of order which may be extended or curtailed as per Tender rules.**

**07. PAYMENT**

**Any request for Advance Payment will not be entertained however,**

1. Bills to be produced in DUPLICATE after each consignment.
2. Payment shall be made after executing the order satisfactory in all respect. However, no interest shall be paid to the supplier, if the payment is delayed due to whatsoever reasons. The payment of bills shall be withheld in case of violation of any tender terms & conditions.

**08. CONDITION IN EXTENDED PERIOD:**

When an extension of time for completion of supply is authorized by the competent Authority , it will be taken for granted that the validity of the contract is extended automatically up to the extended period with all terms and conditions rates , etc. remaining unaltered , i.e the tender is revalidated up to the extended period .

*The head of the corporation may allow the stipulated extension period for prefixed supply on exigency . After that a penalty will be imposed 0.5% per week of the total ordered value shall be levied subject to maximum of 5 % of the total ordered value by the Corporation..*

**9. AUTHORISED REPRESENTATIVE OF SUPPLIER:**

The supplier, may however, appoint and authorize representative in respect of one or more of the following purpose only-

- a) General day to day management of assigned job.
- b) To attend inspection/observation when taken by the Departmental Officers and sign the records of such observations which will be taken of acceptance by the Supplier. The selection of the authorized representatives subject to the prior approval of the competent authority and the supplier shall in writing seek such approval of the authority therein the name of Job, Tender No., the Name, Address and the specimen signature of the representative he wants to appoint and the specific purposes as specified the representative will be authorized.

Revised directions of supply about such authorized representative and the supplier shall be bound to abide by such directions.

**10. SUPPLIER'S RISK FOR LOSS OR DAMAGE:**

All risk on account of railway or road carriage or carriage by boat including loss or damage of vehicles, boats, barges, materials or labour, if any, will have to be borne by the supplier without any extra claim towards department.

**11. SAFETY, SECURITY AND PROTECTION OF THE ENVIRONMENT:**

The Supplier shall, throughout the execution and completion of the supply and the remedying of any defects therein:

- a) Have full regard for the safety of all persons and the Works (so far as the same are not completed or occupied by the department),
- b) Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the competent authority for the protection of the supply or for the safety and convenience of the public or others,
- c) Take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation quality of supply or during lifting of damaged /rejected materials (Egg).

**12. TRANSPORTATION ARRANGEMENT:**

The supplier shall arrange for all means of transport including Railways Wagons required for carriage and supply of materials and also the materials required for the construction work. The Department may however, at their own discretion grant necessary certificates, if required, for procurement of railways Wagons. But, in case of failure of the Department to help the Supplier in this respect, the supplier will have to procure wagons at his own initiative and no claim whatever on the ground of non-availability of wagons shall be entertained under any circumstances. If Railways Wagons are not available, the Supplier will have to depend on transport of materials by road as necessary to complete the work in time and the supplier must consider this aspect while quoting rate.



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### **13. TIMELY COMPLETION OF WORK:**

All the supply and the delivery must have to be completed in all respects within the time specified in Notice Inviting Tender from the date of supply order. Time for completion as specified in the order shall be deemed to be the essence of the contract/consignment.

### **14. 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 7 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. 2/- per pieces 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.

### **15. 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 exceedingly 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.

### **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 raw materials / 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. 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.

**18. 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.

14. **If more than one Bidder quoted same rate (cumulative Lowest) and which are found lowest at the time of opening, such similar multiple rates will be entertained / accepted. Lowest offeror (s) will be ascertained equally (50:50) among the lowest bidders.**
15. The Earnest Money may be forfeited if :-
  - a) If the Bidder withdraws the Bid during the period of Bid validity.
  - b) In case of successful Bidder, if the Bidder fails to execute formal agreement within the stipulated time period.
  - c) During scrutiny, if it is come to the notice of tender inviting authority that the credential or any other document which were uploaded & digitally signed by the Bidder are incorrect / manufactured / fabricated.

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

**ANNEXURE-III**

**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 address, Website etc.)

To  
**Managing Director**  
West Bengal Livestock Development  
Corporation Limited,  
LB-2, Sector-III, Salt Lake City,  
**Kolkata – 700 106.**

Sub: ***“e -Tender on supply of corrugated master cartoon box for normal egg and chicks/duckling box in different units under West Bengal Livestock Development Corporation Limited, LB-2, Sector-III, Salt Lake City, Kolkata-700106 for 2023-24 ”.***

Ref: WBARD/WBLDC/NIT-472e/2023-24 Dated: 22/02/2023.

Dear Sir,

With reference to your NIT under reference, I am/we are furnishing my/our rates tendered for as per your specification, terms & conditions.

Should this tender be accepted, the work shall be completed within stipulated period from the date of work order.

I/We further declare that I/we have inspected the site and are fully conversant with all aspects of the site and appraised the condition of the site in regards to the execution of this contract.

I / We understand that: -

- a) Tender Inviting and Accepting Authority can amend the scope & value of the contract bid under this NIT.
- b) Tender Inviting and Accepting Authority reserve the right to reject any tender without assigning any reason.

I/We also agree that the decision of the Managing Director, West Bengal Livestock Development Corporation Ltd. in all matters in respect of this tender will be final & binding on me.

Yours faithfully,

Date:

Signature & office seal:

Name of the Firm:

Address with PIN:

## **ANNEXURE - IV**

### **DECLARATION BY THE TENDERER**

**(To be uploaded under Company letter head with full address, phone no., mail id etc., duly signed & sealed)**

I/We have inspected the site of work and have made myself/ourselves fully acquainted with local conditions in and around the site of delivery. I /We have carefully gone through the Notice Inviting e-Tender and other tender documents mentioned therein along with the drawing attached if any. I/We have also carefully gone through the 'Priced schedule of Probable Items and Quantities'.

My/Our tender is offered taking due consideration of all factors regarding the local site conditions stated in this Detailed Notice Inviting e-Tender to complete the proposed construction as per drawings referred to above in all respects.

I/We promise to abide by all the stipulations of the contract documents and to carry out and complete the all consignment to the full satisfaction of the competent authority.

I/We also agree to procure tools and accessories, at my/our own cost required for the consignment.

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



## **ANNEXURE-V**

(To be uploaded under Company letter head with full address, phone no., mail id etc., duly signed & sealed)

### **CHECK LIST**

#### **Information about Bidders**

#### **(To be uploaded with the Technical Bid)**

<b>Sl.</b>	<b>Description</b>	<b>Particulars</b>
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 whether submitted.	
5	PAN Card whether submitted.	
6	GST Registration Certificate whether submitted.	
7	Original Trade License (Valid upto 31 <sup>st</sup> March 2023) whether submitted.	
8	I.T. Return Assessment Year 2021 - 2022 whether submitted.	
9	Manufacturer Details whether submitted. (with document)	
10	Copy of NIT digitally signed whether submitted.	
11	Annexure-III , IV & V whether submitted	

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

**Annexure - A**

**PROFORMA FOR AGREEMENT OF CONTRACTUAL AGREEMENT**

***(may be modified on case to case basis at the time of execution)***

This Agreement is signed and executed on this ..... day of ....., 2023 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 of the work of **supply of corrugated master cartoon box for normal egg and chicks/duckling box in different units under West Bengal Livestock Development Corporation Limited, LB-2, Sector-III, Salt Lake City, Kolkata-700106 for 2023-24** 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 witnessed whereof:

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

Supplier

Managing Director.  
W.B.L.D.C.Ltd.

Seal

Witness and address: –

Witness and address: –

1.

1.

2.

2.