



# 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-487e/2023-2024

Dated 23.03.2023

**Supply of Vehicle for ready birds' transportation from different farms under Broiler Integration Programme, North Bengal at Phansidewa, Darjeeling to Phansidewa Meat Plant, Hatiram, Phansidewa, Darjeeling – 713104 Under West Bengal Livestock Development Corporation Limited for the Financial Year - 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. JOB SPECIFICATION (Annexure-II)
4. FORMAT FOR APPLICATION ( Annexure III )
5. AFFIDAVIT FORMAT (Annexure-IV)
6. CREDENTIAL (Annexure-V)
7. CHECKLIST (Annexure-VI)

**LAST DATE FOR SUBMISSION OF TENDER (ONLINE) : 08/04/2023 (upto 11:30A.M.)**

Publish Date	23/03/2023 at 6:55 P.M	Document download / Sale end date	08/04/2023 at 11:30 A.M.
Document Download/Sale Start Date	23/03/2023 at 6:55 P.M	Clarification end Date	08/04/2023 at 11:30 A.M.
Clarification Start Date	23/03/2023 at 6:55 P.M	Bid Submission end Date	08/04/2023 at 11:30 A.M.
Bid Submission Start Date	23/03/2023 at 6:55 P.M	Technical Bid Opening Date	10/04/2023 at 11:30 A.M.
Pre Bid Meeting Date	29/03/2022 at 2:30 P.M	Financial Bid Opening Date	To be informed later

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



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Memo No. WBARD/WBLDC/NIT-487e/2023-2024

Dated 23/03/2023

## NOTICE INVITING e-TENDER

NIT NO. **WBARD/WBLDC/NIT-487e/2021-2022** Dated **23/03/2023** FOR Supply of Vehicle for ready birds' transportation from different farms under Broiler Integration Programme, North Bengal at Phansidewa , Darjeeling to Phansidewa Meat Plant, Hatiram, Phansidewa, Darjeeling – 713104 Under West Bengal Livestock Development Corporation Limited for the Financial Year - 2023-24. (Submission of Bid through NIC e- tender portal <http://wbtenders.gov.in>)

E-TENDERS ARE INVITED FROM REPUTED Resourceful & Eligible individuals / Company/ J.V. Firms/ LLP/ Proprietorship Concerns preferably having experience in similar nature of work FOR **Supply of Vehicle for ready birds' transportation from different farms under Broiler Integration Programme, North Bengal at Phansidewa , Darjeeling to Phansidewa Meat Plant, Hatiram, Phansidewa, Darjeeling – 713104 Under West Bengal Livestock Development Corporation Limited for the Financial Year - 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): 08/04/2023 (up to 11:30 A.M)**

Rate as per B.O.Q. must be quoted on per trip of vehicle 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) 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) **Professional Tax Clearance Certificate valid Up to 31<sup>st</sup> March 2023.**
  - (d) **Trade License valid up to 31<sup>st</sup> March 2023.**
  - (e) **PAN Card.**
  - (f) **I.T. Return as on 31/03/2021. (A.Y. 2021 – 2022)**
  - (g) **Upload copy of N I T duly digitally signed.**
  - (h) **Upload Annexure – III, IV, V & VI (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.

  
**Managing Director**



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Dated 23/03/2023

## **ANNEXURE-I**

### **GENERAL TERMS & CONDITIONS**

1. Interested Resourceful & Eligible individuals / Company/ Firms/ LLP/ Proprietorship Concerns 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. 10,000/-** 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 **6 months (w.e.f 01.04.2023)** 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. The receipted challans and other documents are to be handed over to the **In Charge of the Broiler Integration Programme(C.B.F.), North Bengal** or his representative on the same day or at the first hour of the next day.
6. The successful bidder shall have to enter into an agreement the details of which has been given at **Annexure-A**
7. In case of frequent unsatisfactory performance of the contractor the Corporation may terminate the Agreement without any notice.
8. 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.
9. In case the contractor 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.
10. 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 A.R.D. Department.

  
(Dr. Gouri Shankar Koner)  
Managing Director



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## **ANNEXURE-II Job Specification**

### **Area of Operation : Baruipur Unit & Haringhata Unit**

#### A. Types of Vehicle :

- i) Type B -- Having capacity for carrying 1200 birds (Averg. size 1.8 Kg-2.0 Kg / Bird)
- ii) Type C – Having capacity for carrying 800 birds (Averg size 1.8 Kg-2.0 Kg / Bird)

#### B. Transportation arrangement :

- i) Birds transportation box to be arranged as per the average body weight of birds
- ii) The number of box depends upon size of birds and seasonal variation .
- iii) Instruction of the officer in-charge regarding transportation is to be maintain strictly.
- iv) Lifting Area : **Moynaguri, Dhupguri, Daukimari, Belacoba, Bhutki, Rongiyam, Khoribari, Panitanki, Rangapani, Chopra, Bidhannagar under Jalpaiguri, Alipurduar, Darjeeling, Uttar Dinajpur districts**

#### C. Labours per vehicle management :

- i) Labours engaged for such responsible job must have enough knowledge for such work .
- ii) Birds lifting inside the farm (Origin- different farms under CBF, North Bengal at Phansidewa Unit ), loading to the vehicle and unloading to the Meat Plant (Destination) will be done by the Skilled labour (engaged by transporter)
- iii) Minimum/ average manpower are follows:
  - a) For Vehicle Type B (Capacity 1200 birds)-06 (Six)
  - b) For Vehicle Type C (Capacity 800 birds)-05 (Five)

#### D. Vehicle must be caged, adjusted with crate containing live birds with legal permit for Live Birds Carrying . Crate / cages will be provided by the transporter.

#### E. Vehicle must be dedicated for such job in regular basis.

#### F. Average Lifting of Live birds – 5,000 Nos. (Five Thousand ) per day with the maximum coverage of 200-220 Km for Phansidewa Meat Plant (to and fro distance from Origin to Destination) under Phansidewa Unit , WBLDCL.

#### G. Average requirement of vehicle 2-3 Nos. each variety per day under C.B.F, North Bengal , WBLDCL.

#### H. ***The rate valid for a period of 6 (Six) Months from the date of issue of work order by the Tender Authority .If situation so arises within the validity period ,the period of validity may be extended for such period by the Tendering Authority upon mutual agreement . The approved rate, terms and conditions of the said tender shall remain in force without any variation throughout the extended period.***



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## General Terms and Conditions:

1. The vehicle must be roadworthy condition.
2. Vehicle must have valid Registration Certificate, Insurance Certificate, Fitness Certificate, Valid contract Carriage Permit, proof of up to date tax payment etc. which are mandatory for plying the vehicle.
3. The bidder shall be the responsibility to provide a good driver and salary of the driver shall be borne by the owner.
4. In case of emergency , the driver will have to report for duty as per requirement of hirer. No extra pay shall be demanded. No advance payment will be made.
5. The vehicle shall be good running condition and any repairing works will be executed by the transporter without hampering running job. If needed alternatives arrangement will be done by transporter without any delay.
6. If the services are found to be unsatisfactory, the client shall give one month notice and terminate the agreement.
7. The Driver should be well behaved, gentle and obedient in nature. The Driver must have a valid Driving License for driving heavy transport vehicle and should be sufficiently experienced in driving transport vehicle.

  
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## **Terms & Conditions for Hiring Live Birds Carrying Vehicle through e-tender.**

Tender shall be submitted in English.

Price and all other charges shall be quoted in figures.

01. **Rate:**

- a) Rate should be quoted for supply of vehicle on **per Trip** basis inclusive of all charges such as G.S.T. loading, transportation, unloading and stacking etc. at Plant Site /Farms as per instruction of the Officer In-charge of the Plant concerned.

Rate should be quoted on **rate contract basis per trip basis on required size of vehicle (Type A, B & C)**. The Corporation **does not guarantee to hire all categories of vehicle** and order/s shall be placed for the actual requirement. Necessary purchase order will be issued as and when required basis throughout the entire contract period.

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

- b) 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 ab-initio.
- c) **Trade License** : Registration certificate shall have to be uploaded.
- d) 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.
- e) 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.
- f) 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.
- g) Tenders not submitted in the prescribed annexure form and if they are not complete in all respects, may be rejected.



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## h) **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.

## i) **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.

2. 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.

## 3. **Validity of offer:**

Rates offered by the successful tenderers shall remain valid up **to 30.09.2023 from 01.04.2023** or for such extended period as may be mutually agreed upon and the supply at the accepted rate shall be made up to 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 order for supply of vehicle shall be placed ***as per requirement***.

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.

## 4. **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.



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## 5. **Delivery:**

- a) Time and date of delivery are the essence of the contract and Live Birds must be delivered as per the delivery schedule (***in regular manner***) specified in the purchase order. In the event of falling to effect the supply according to the delivery schedule of the purchase order, the Corporation may deduct 2% of the value of the undelivered quantity as Penalty for non compliance of the delivery schedule against the specific order. Extension of delivery schedule shall not ordinarily be granted except in situations described in **clause 8** herein below. 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) The Supplier is required to arrange for unloading and placing of the Livebirds at point of supply as indicated from time to time. In the absence of such arrangement for unloading and arrangement 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. Live Birds 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.

## 6. **Weighment:**

Weighment/Counting of birds 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.

## 7. **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 in terms of hiring of Live Birds vehicle for specific catagory 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 current supply 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.





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## b) **Penalty:**

In the event of suppliers failing to effect the supply the Live Birds vehicle according to the delivery schedule of the supply 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. ***If any Discrepancy/Shortfall in quantity arises during /at the time of delivery, the amount equivalent to present market price with penalty @ 2% of Market rate will be deducted from current bill or from security deposit and said quantity will also be deducted from loading capacity (as per Challan ) during passing of submitted bill(s).***

## 8. **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) 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.
- c) Delays due to non availability of vehicle, hike of fuel price , driver , labour etc. will not be considered as event of force majeure.
- d) 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.**

### **Law covering the contract:**

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

## 10. **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.



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## **11. 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.

## **12. 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 service provided 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.

## **13. 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.



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### 14. 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. 10,000.00****

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 .

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. If the earnest money deposited does not suffice to cover the security money the balance amount shall have to be deposited within the stipulated period of seven working days as mentioned above. Earnest / Security money shall not carry any interest.

### 15. 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.

### 16. Non Acceptance of Offer:

***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 hire the vehicle 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.***

### 17. 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 RTGS/NEFT **only 30 Days** after submission of the same complete in all respect.



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## **18. Submission of Bill:**

Bill should be submitted in duplicate along with original / 1<sup>st</sup> 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 with Number of birds**, 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.

## **19. 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.

## **20. 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.

## **21. 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) to decide upon mutual discussion.

## **22. Exigency:**

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

## **23. 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.

  
(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 No., Website etc.)

To  
**The Managing Director**  
West Bengal Livestock Development Corporation Limited  
Bldg. No. 2, LB-2, Sector - III,  
Salt Lake City,  
**Kolkata-700106.**

***Sub: Supply of Vehicle for ready birds' transportation from different farms under Broiler Integration Programme, North Bengal at Phansidewa , Darjeeling to Phansidewa Meat Plant, Hatiram, Phansidewa, Darjeeling – 713104 Under West Bengal Livestock Development Corporation Limited for the Financial Year - 2023-24.***

**NIT NO. WBARD/WBLDC/NIT-487e/2023-2024    Dated 23/03/2023**

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

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

**ANNEXURE - IV**

**Affidavit Proforma**

(On Non Judicial Paper worth Rs. 50/-)

(Sworn before the Notary Public / Judicial Magistrate/Executive Magistrate on or after the date of publication of the Quotation Notice)

I, Sri/Smt. .... the Managing Director/Proprietor (etc.) of the Firm. , .....  
(Name of the firm)

At (address).....

P.O... ..

P.S.....Dist.....

do hereby solemnly affirm and declare as follows:

1. That I have not ever been convicted of any offence making myself liable to be disqualified for any work of Govt. or Govt. undertaking Organization /Institution in the State of West Bengal or other State or States.
2. That no case is pending against me or against my firm in any criminal court of law in the State of West Bengal or other State or States .
3. That my firm is not debarred/blacklisted as a whole or part thereof at present by any Govt. or Govt. undertaking Organization / Institution in the State of West Bengal or other State or States of India.
4. That, I also declare that if any information subsequently found incorrect or false will it automatically render the quotation submitted by me cancelled and make me liable for penal/legal action as per law of the country.
5. That I do further affirm that the statements made by me in this quotation are true to the best of my knowledge and belief and all the documents attached are genuine & correct.

Signature of the Deponent(s).

Name in Block letters :

Designation :

**ANNEXURE - V**

(To be furnished in the Official Letter Head of Firm/Bidder with full Address with Contact No., Telephone No., FAX No., e-mail address, Website etc.)

**WORKING (CREDENTIAL) DETAIL**  
**(Mandatory)**

1. Name of Applicant:

2. List of similar type of work completed / ongoing:

Name of Employer	Name, location and nature of work	Reference of Work Order (Memo. No. and Date)	Contract Value	Date of Start of Work	Present Status (If completed, please mention date of completion)

Note :Copy of Work Order or Completion Certificate from the employer to be attached.

**Signature of applicant including title and capacity in which applicant is made**

## ANNEXURE-VI

### **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 whether submitted.	
5	PAN Card whether submitted.	
6	GST Registration Certificate whether submitted.	
7	Original Prof. Tax Clearance Certificate (Valid upto 31 <sup>st</sup> March 2023) with latest Paid Challan whether submitted. <b>(for bidders within WB)</b>	
8	Original Trade License (Valid upto 31 <sup>st</sup> March 2023) whether submitted.	
9	I.T. Return Assessment Year 2021 - 2022 whether submitted.	
10	Company Details whether submitted.	
11	Copy of NIT digitally signed whether submitted.	
12	Annexure-III , IV,V,VI 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 ....., 2022 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 for ***Supply of Vehicle for ready birds' transportation from different farms under Broiler Integration Programme, North Bengal at Phansidewa , Darjeeling to Phansidewa Meat Plant, Hatiram, Phansidewa, Darjeeling – 713104 Under West Bengal Livestock Development Corporation Limited for the Financial Year - 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. ***The rate valid for a period of 6 (Six) Months from the date of issue of work order by the Tender Authority .If situation so arises within the validity period ,the period of validity may be extended for such period by the Tendering Authority upon mutual agreement . The approved rate, terms and conditions of the said tender shall remain in force without any variation throughout the extended period.***
4. 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.

Contractor

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

Seal

Witness and address: –

Witness and address: –

1.

1.

2.

2.