



WEST BENGAL LIVESTOCK DEVELOPMENT CORPORATION LIMITED

(A Govt. Of West Bengal Undertaking)

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

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

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

NIT No. WBARD/WBLDC / NIT-522e/ 2023-24

Dated 16/06/2023

SUPPLY OF DIFFERENT PACKING MATERIAL (LDPE, HDPE PACKET & BOPP SELF ADHESIVE TAPE) AT DIFFERENT UNITS UNDER W.B.L.D.C. LTD FOR **2023-24** SUBJECT TO THE TERMS AND CONDITIONS AS LAID DOWN IN ANNEXURE- I, II, III & IV.

SET OF TENDER DOCUMENTS (ON LINE)

Each set contains :-

1. NOTICE INVITING e-TENDER
2. TERMS & CONDITIONS FOR SUBMISSION OF TENDER. (Annx. I, II, IV)
3. SCOPE OF WORK : (Annexure – III)
4. APPLICATION FORMAT (Annexure-V)

LAST DATE FOR SUBMISSION OF TENDER (ONLINE): 12/07/2023 (Up to 11:30 A.M.)

Publish Date	16/06/2023 at 06:55 P.M	Document download / Sale end date	12/07/2023 at 11:30 A.M.
Document Download / Sale Start Date	16/06/2023 at 06:55 P.M	Clarification End Date	12/07/2023 at 11:30 A.M.
Clarification Start Date	16/06/2023 at 06:55 P.M	Bid Submission End Date	12/07/2023 at 11:30 A.M.
Bid Submission Start Date	16/06/2023 at 06:55 P.M	Technical Bid Opening Date	14/07/2023 at 11:30 A.M.
Pre Bid Meeting Date	28/06/2023 at 2:00 P.M	Financial Bid Opening Date	To be informed latter


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



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NOTICE INVITING e-TENDER

NIT No. WBARD/WBLDC / NIT-522e/ 2023-24 dated 16/06/2023 FOR SUPPLY OF PACKING MATERIALS. (Submission of Bid through NIC e-tender portal --- <http://wbtenders.gov.in>)

E-TENDERS ARE INVITED FROM **MANUFACTURER ONLY** FOR SUPPLY OF DIFFERENT PACKING MATERIAL (LDPE, HDPE PACKET & BOPP SELF ADHESIVE TAPE) AT DIFFERENT UNITS UNDER W.B.L.D.C. LTD 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) : 12/07/2023 at 11:30 A.M.

- (1) Necessary Earnest Money / Security Money is to be submitted for participation in the tender through ICICI Bank Payment Gateway (vide Finance Deptt. Memo No. 3975-F(Y) dated 28/07/2016) online as per Annexure – 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 for Animal Feed Ingredients must be supported by:
 - (a) Earnest Money / Security 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 31/03/2024.**
 - (d) **Trade License valid up to 31/03/2024.**
 - (e) **PAN Card.**
 - (f) **I.T. Return as on 31/03/2022. (A.Y. 2022 – 2023)**
 - (g) **Upload copy of N I T duly digitally signed.**
 - (h) **Upload Annexure - V (with Seal & Signature on Company Letter Head)**
 - (i) **Rate as per B.O.Q., item-wise must be quoted in per Piece/ Kilogram (KG) Basis**



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A. TECHNICAL BID : 'BID-A'

(a) **STATUTORY COVER** containing the following documents:

1.	Upload scanned NIT with seal and signature on every pages. (SINGLE FILE MULTIPLE PAGES SCANNED)
2.	Upload Annexure – V (with Seal & Signature on Company Letter Head)
3.	Upload ALL DOCUMENTS / CERTIFICATES. (SINGLE FILE MULTIPLE PAGES SCANNED)

(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	(1) PAN Card of the authorized signatory (2) Prof. Tax clearance certificate with challan valid up to 31/03/2023 (3) GST Registration certificate. (4) IT returns of 2022 – 2023 Assessment year . (5) Trade License valid up to 31/03/2024 .
2	COMPANY DETAILS (valid up to date), scanned original copy	(6) <i>Details communicational address of the client (within West Bengal) must be indicated in the Credential Certificate.</i>

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

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

- i) The Contractor is to quote the rate for the Items on Item-wise BOQ format of the components as specified in the BOQ. **The rate should be quoted per Piece/Kilogram (KG) on Net Weight and FOR Item Basis** in the BOQ in one cover (folder) encrypted in the B.O.Q. under Financial Bid.
- ii) **Rate quoted shall be including GST other taxes and all other charges.**
- iii) Only downloaded copy of the B.O.Q. is / are to be uploaded quoting the rate, virus scanned and digitally signed by the contractor.
- iv) **Intending Bidder(s) must have to attend mandatory Pre-Bid meeting held on 28.06.2023 at 2.00 PM at the office of the undersigned without fail. If any bidder fails to attend the pre-bid meeting , his/her technical bid will be cancelled without assigning any reason behind it .**

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


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ANNEXURE-I

1. Quantity of packing materials in Annexure III & BOQ are approximate / estimated quantity only. The Corporation invites offers on rate contract basis.
2. Rate Contract: Rate contract will mean a contract to supply packing materials on demand at a fixed agreed rate valid **from 01.08.2023 to 31.07.2024** to a particular Plant during the subsistence of the tender.
3. The Corporation reserves the right to make contract / agreement with more than one supplier for supply of ingredients at the lowest approved rate.
4. The suppliers who will be in position **to complete supply within 7 days from the date of receipt of the delivery order** or earlier if mutually agreed upon and arrange supply in accordance with the delivery schedule of the Corporation are requested to submit offers only. Once order placed or contract made, grounds of non-availability / non-arrival of wagons / trucks or delay in dispatch by principals(s), suppliers(s) etc. will not be accepted and failure to supply materials as per the delivery schedule will be penalized.
5. Delivery of materials will be accepted from 9:00 a.m. to 3:00 p.m. at the plant site on working days. The Supplier is required to arrange for unloading and stacking of the materials in go-down as indicated from time to time. In the absence of such arrangement for unloading and stacking during delivery, the supplier will be responsible for any consequential loss / expenditure.

SIGNATURE (IN FULL)

**PROPRIETOR/CHIEF EXECUTIVE
KARTA (HUF) / PARTNERS**

**Sd/-
FOR & ON BEHALF OF –
WEST BENGAL LIVESTOCK DEVELOPMENT CORPORATION LIMITED**

1. _____
2. _____
3. _____
4. _____

(SEAL OF THE FIRM)



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ANNEXURE-II

1. Rates quoted above are on **Net Weight per Piece or Kilogram** are inclusive of G.S.T. and all other charges such as delivery and stacking etc. in our go-down as per instructions of the officer-in-charge, store-in-charge of concerned plants. **Approve rate (on item-wise BOQ) based on Final Selection as per criteria including GST , labour Cess, all taxes and Charges . If any changes in GST and other Govt. Taxes as well as charges as per latest Govt. Circular occur during implementation period (Job progressive period) , it will be taken juristically as per Govt rules as decided by the Tender Inviting Authority .**
2. Materials will be supplied in sound & serviceable Gunny bags/poly bags. I / We will be bound to take back the materials packed in torn / damaged bags. Materials will be free from lump, adulterants insect and fungus infestation, rancidity and undesirable odour, dirt, foreign materials, toxic materials and metallic pieces. Materials will be supplied from fresh stock suitable for animal / poultry feed supplements.
3. Weighment, sampling and chemical test (if required) of consignment / supply done at your factory will be acceptable to me / us. I / We also understand that chemical test / analysis of samples may be done by any independent laboratory also.
4. This offer holds good for a period upto the date stipulated in the work order for which the tender is invited 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 for acceptance of this tender.
5. I / We shall be bound to supply the material as per **quantity and quality and printed items as per design only (No Repacking/reselling/ sealed pack)** mentioned in purchase order / delivery schedule. Further I / We shall completed supply within 7 (seven) days of placement of order / instruction.
6. I / We shall be bound by the terms and conditions contained in the tender notice and its annexure I, II, III, IV, V,VI and execute the order accordingly. In case of failure to supply as per delivery schedule, the corporation will have the right to take appropriate measures including risk purchase and I / We will be bound to pay the difference in prices, if any.

Yours faithfully,

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

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

Name of the Concern _____

Address _____

Office & residential telephone No. _____

(In case of partnership firm, name of all the partners should be given in full)



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ANNEXURE-III (SCOPE OF WORK)

Sl.No.	Name of the items	Specifications	Minimum Order quantity per consignment	Tentative requirement per Month/Year
1.	LDPE packet (54 inch X 35 inch)	1.Size : as per 2.Type : Food Graded 3.75 Micron . 4. One side sealed. 5. Virgin quality 6. Unprinted 7.Powder, dirt , paint , odour free.	200 Kg	200 Kg/ Year
A	LDPE packet (35 inch X 26 inch)		200 Kg	200 Kg/Year
B	LDPE packet (25 inch X 18 inch)		100 Kg	100 Kg/Year
C	LDPE packet (30 inch X 23 inch)		100 kg	100 kg/Year
D	LDPE packet (24 inch X 16 inch)		100 Kg	100 Kg/ Year
E	LDPE packet (10 inch X 14 inch)		500 Kg	500 Kg/ Month
F	LDPE packet (10 inch X 12 inch)		250 Kg	250 Kg/Month
G	LDPE packet (10 inch X 7 inch)		100 Kg	100 Kg/ Year
2.	HDPE packet (35 inch X 24 inch)	1.Size : 35 inch X 24 inch 2.Type : Food Graded 3.Inner Side laminated . 4. Weight : 55-60 Gm 5. Ash : within 10 % 6. Bottom side sealed. 7. Variant single colour- White, Pink, Orange, Light Yellow, Green etc.	5000 Pcs per variety per consignment	20000 Pcs per Month
3.	SELF ADHESIVE TAPE (BOPP)	SIZE: B 48MM X 65 METER PRINTED Haringhata® Meat (SINGLE COLOUR) Rate including Cylinder cost.design from H.Q., W.B.L.D.C.LTD.	1440 Pcs per consignment	3 consignment per year
4.	Printed LDPE Packets	-Pkt. Size: 240(B)X272(L) MM -(2+2) both side block printing -400 GSM, Milky Polythene bag -Bottom Sealed	500 Kg per consignment	2000 Kg per Year

DELIVERY LOCATION

Sl.No.	Name of the Item (s)	Delivery Location
1.	LDPE packet - irrespective of size	1.Haringhata Meat Plant , Mohanpur 3 No. Gate, Haringhata , Nadia-741246 2.Phansidewa Meat Plant , Hatiram, Phansidewa, Darjeeling -734434 3.Central Store, Belgachia, Kolkata-700037
2.	HDPE packet	1.Haringhata Meat Plant , Mohanpur 3 No. Gate, Haringhata , Nadia-741246 2.Phansidewa Meat Plant , Hatiram, Phansidewa, Darjeeling -734434 3.Central Store, Belgachia, Kolkata-700037
3.	SELF ADHESIVE TAPE (BOPP)	1.Central Store, Belgachia, Kolkata-700037
4.	Printed LDPE Packets	1.Kalyani Feed Milling Plant, D-23, Industrial Area, Post – Kalyani, District – Nadia, Pin – 741235


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ANNEXURE -IV

Terms & Conditions for Purchase of Packing Materials etc. through e-tender.

Tender shall be submitted in English.

Price and all other charges shall be quoted by **Manufacturer Only** in figures.

01. Rate:

- a) Rate should be quoted for supply of materials on **per Kg/Piece** basis inclusive of all charges 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.
Rate should be quoted on **rate contract basis**. The Corporation **does not guarantee purchase of all items as well as the invited quantity** and order/s shall be placed for the actual requirement.

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

- 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) **GST**: 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 from **1st August-2023 to 31st July-2024** 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 one order for supply of required quantity shall be placed **as and when required basis** . However, ordered quantity of any supply order may be revised or more/less than one supply order per consignment may be placed upon mutual agreement. When it is so needed.

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



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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.

5. **Quality:**

Goods should conform to the corporation's specification and standard as laid down in Annexure -III. It should be free from lump, adulterants, insect and fungus infestation, rancidity and undesirable and objectionable odour. It should be free from dirt, extraneous matter including metallic objects, castor seed toxic materials and toxin. The supply should be form fresh stock and fit for packing of Human Food. Repacking /Adulteration/Alteration is strictly restricted .

6. **Packing:**

Material should be Packed in sound and serviceable gunny / poly bags as per corporation specification rather custom packing . Supply in torn / damaged bags ,unprinted ,customized size , Non-Specific /non-standard items will not be accepted.

7. **Quantity:**

Quantity of feed additives/supplements and packing material which are given in the tender schedule / Annexure - III is provisional (**TENTATIVE**) and actual quantity will be indicated in the orders for supply.

8. **Delivery:**

- a) Time and date of delivery are the essence of the contract and goods must be delivered as per the delivery schedule (***in regular manner***) specified in the purchase order. Generally the delivery period will be completed within 7 (Seven) Days. 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 13** 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) Delivery of materials will be accepted from 9:00 a.m. to 3:00 p.m. at the plant site on working days. The Supplier is required to arrange for unloading and stacking of the materials in go-down as indicated from time to time. In the absence of such arrangement for unloading and stacking during delivery, the supplier will be responsible for any consequential loss / expenditure.



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c) Delivery challans should be in four copies containing name and address of the consignee, purchase order no. & date, item, no. of bags, weight and signature of the sender. Goods once received at plant against deliveries made by any supplier covered by his challan after maintaining the formalities and procedures, can not be transferred to the account of any other supplier even on written requests of both parties.

d) **Inspection of the Stock:**

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

9. (a) **Weighment:**

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

(b) **Sampling of Material:**

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

(c) **Bio-Chemical Test / Analysis (if required):**

Chemical test / analysis of the sample of the materials supplied by the contractor shall be done at the Corporation's laboratory and the resultant of moisture content shall be final and conclusive. In case of any dispute with regard to the other specification, on the basis of written request from the concerned suppliers, one of the two preserved samples shall be sent for retesting to any Government recognized approved laboratory in India, provided such written request of the supplier reaches Corporation's respective plants where supply has been made, within 15 (fifteen) days from the date of issuance of the test report of the analysis done failing which claim for retesting shall not be entertained. Authority to select such Govt. approved laboratory for test analysis of samples shall rest with the Corporation. The remaining sample shall be kept as stand by for use in case any sample is damaged or lost. The cost of such retesting shall be borne by the supplier who shall deposit entire cost by bank draft / NEFT-RTGS made in favour of the Corporation along with written request for retesting without which claim for retesting shall not be entertained.



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10. **Deduction**

- a) The Corporation however may at its discretion accept the consignment in full or part with deduction @ 2% of the contract price for deviation of each percentage in excess or short beyond deviation of 1% as the case may be under the warranted percentage as per Brand/Make specification.

11. **Lifting of Rejected Stock:**

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

12. **Non -Supply:**

In the event of non-supply, the Corporation shall at its discretion resort to either of the following option or a combination of these. While working out quantity of non-supply, fractions up to 10 (ten) Kilogram (KG)/ minimum pack size shall be ignored.

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 from the security money and / or from the bills ready for payment against this contract / order or any other contract / order by informing the concerned supplier/s and in case of such repeated occurrence exceeding more than two occasions, they may be liable to be blacklisted. In the event of risk purchase, the defaulter/s shall not be allowed to participate in the tender / quotation / enquiry related to the said risk purchase.

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.

13. **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”

14. **Law covering the contract:**

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

15. **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.

16. **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.



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**

17. **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.

18. **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.

19. **Earnest Money/Security Money:**

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

Deposit of Earnest Money : Rs. 20,000.00

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.



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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.

20. **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.

21. **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 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.

22. **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 after submission of the same complete in all respect.

23. **Submission of Bill:**

Bill should be submitted in duplicate along with original / 1st copy of receipted challan and original weightment certificate of the plant / certified by the concerned officer of the plant. Purchase Order no. & date, extension letter 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.

24. **Variation in Quantity**

Variation upto 2% of the ordered quantity and quantity delivered may be accepted by the Corporation. For additional quantity if any over the above said quantity, arising out in order to accommodate a truckload, subject to availability of space, the rate shall be settled at the ordered rate .



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25. **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.

26. **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.

27. **Dispute Under the Contract / Order:**

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

28. **Exigency:**

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

29. **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.

30. **Right to modify terms:**

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


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



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ANNEXURE - V

Application Format (MANDATORY)

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

To

The Managing Director

West Bengal Livestock Development Corporation Limited

Bldg. No. 2, LB-2, Sector – III,

Salt Lake City,

Kolkata-700 106.

Sub : SUPPLY OF DIFFERENT PACKING MATERIAL (LDPE, HDPE PACKET & BOPP SELF ADHESIVE TAPE) AT DIFFERENT UNITS UNDER W.B.L.D.C. LTD FOR **2023-24** SUBJECT TO THE TERMS AND CONDITIONS AS LAID DOWN IN ANNEXURE- I, II, III & IV

NIT No. WBARD/WBLDC / NIT-522e/ 2023-24

Dated 16/06/2023

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 items as per specifications mentioned Annexure-III. I/We are mentioning the specifications of the items for which rates have been quoted in BOQ (otherwise the Technical Bid will be cancelled) and details communicational address (within West Bengal) also be indicated in the Credential Certificate.**
4. We are the existing vendor of WBLDCL / We are not the existing vendor (strike out whichever is not applicable)
5. We understand that :
Tender Selection Committee/ Tendering Authority reserves the right to reject any application without assigning any reason.

.....
Signature & Seal of the Bidder

PROFORMA FOR AGREEMENT OF CONTRACTUAL CONTRACT

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 that the work of “**e -Tender on supply of different packing material (LDPE, HDPE packet & BOPP Self Adhesive Tape) at different units under W.B.L.D.C. Ltd. for 2023-24 subject to the terms and conditions as laid down in Annexure- I, II,III & IV**” wanted to execute the said work and for the purpose floated open Tender on line.

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.

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.

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.

In witnesseth whereof:

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

Contractor

Seal

Witness and address: –

1.

2.

Managing Director.

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

Seal

Witness and address: –

1.

2.