



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

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

NIT No: WBARD/WBLDC /Nit-536e/2023-24

Date of Issue: 20/07/2023

SET OF TENDER DOCUMENTS

For

Supply of Hatching Egg (ROSS-308 AP/95) for Commercial Broiler Chicks at different units under West Bengal Livestock Development Corporation Limited, LB-2, Sector-III, Salt Lake City Kolkata -700106 for the year 2023-24.

Each set contains:-

1. Application Form.
2. Detailed Tender Notification.
3. Terms & Conditions for Submission of Tender.
4. Check List.

IMPORTANT DATES & INFORMATION

DATE OF PUBLICATION OF e-TENDER (ONLINE) : 20/07/2023 FROM 5:00 P.M.

STARTING OF BID SUBMISSION (ONLINE) : 20/07/2023 FROM 5:00 P.M.

PRE BID MEETING(Mandatory) TO BE HELD ON 01/08/2023 at 1:00 P.M., H.Q.

LAST DATE FOR ON LINE SUBMISSION OF TENDER : 12/08/2023 UP TO 11:30 A.M.

OPENING OF TECHNICAL BID : 14/08/2023 FFOM 2:30 P.M. onwards.

OPENING OF FINANCIAL BID: TO BE NOTIFIED LATER ON.

TENDER FEES: NIL

EARNEST MONEY DEPOSIT: Rs. 50,000/- (Fixed)


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



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NOTICE INVITING e-TENDER

The Managing Director, West Bengal Livestock Development Corporation Ltd., LB-2, Sector-III, Salt Lake City, Kolkata-700106 invites bids (in two bid system) from **reputed hatcheries or breeding farms/Agencies/Firms/Individuals having experience in this field for Supply of Hatching Egg for Commercial Broiler Chicks at different units under West Bengal Livestock Development Corporation Limited, LB-2, Sector-III, Salt Lake City Kolkata -700106 for the year 2023-24.**

with following specifications (details as per Annexure-A):-

- ❖ Breed – ROSS-308AP/95
- ❖ Good quality chicks – 'A' Grade.

Rate along with delivery, freight, loading, unloading and all other charges should be quoted against all individual items category including all taxes and cess.

- 1) Earnest Money / Security Money of **Rs. 50,000/-** (Rupees Fifty Thousand only) 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 OR Valid Exemption Certificate** issued by the Competent Authority claiming EMD exemption.
- 2) After publication of e-tender Notice in the Medias, detailed terms & conditions, BOQ (Bill of Quantities) may be obtained from the website <https://wbtenders.gov.in> at free of cost. Submission of tender by the bidder can be made with the help of DSC (Digital Signature Certificate) in this website <https://wbtenders.gov.in>.
- 3) Tenders should normally be floated in two parts one Technical Bid (BID-A) and other Financial Bid (BID-B)
- 4) Tender must be supported by :

In statutory cover:

- a) Scanned ORIGINAL N.I.T. duly signed.
- b) Scanned ORIGINAL Application Form (Form – I)
- c) Declaration in prescribed format under letter head of the Company (Form – II).
- d) Affidavit Proforma (Form-III).
- e) Scanned ORIGINAL Check List (Form-IV).

In non-statutory cover/folders:

i) Certificates : Scanned Copy of -

- a) PAN Card
- b) GST Registration Certificate.
- c) Valid Trade License up to 31.03.2024.
- d) Income Tax Return Assessment Year 2022 – 2023.
- e) Valid Prof. Tax clearance certificate or paid challan up to date. **(for bidders within WB)**

ii) Company Details:

- a) Scanned Copy of the Company profile, Partnership deed (if applicable), Article of Association / Memorandum of the Company (for Pvt. Ltd. Company), Certificate of Incorporation or any other relevant document.

NO TENDER WILL BE ACCEPTED IF THE SAME IS NOT SUPPORTED WITH ALL THE ABOVE DOCUMENTS MENTIONED AT SL.NO. 4. a) TO 4. c) IN BID-A IN STATUTORY COVER.



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Rate should be quoted NET in decimal coinage in figure inclusive of all applicable taxes, duties and cess (if any) in financial Bid (BID-B) or BOQ uploaded in prescribed format only, in the dedicated column.

THE OFFERED RATES SHOULD BE VALID FOR AT LEAST **1 (ONE) YEAR** FROM THE DATE OF ISSUE OF FIRST SUPPLY ORDER or any period as will be specified by the undersigned or Tender Committee at the time of finalization of tender and to be extended, if situation arises.

Technical proposal (BID-A) should contain statutory & non statutory document as described above. Financial proposal (BID-B) should contain the Bill of Quantities (B.O.Q.). The bidder is to quote the rates of items in the space marked in Excel file for quoting rate in the B.O.Q.

Supply of Hatching Egg for Commercial Broiler Chicks, apparently free from diseases to the undersigned is to be made positively within the time specified from the date of issue of order.

After evaluation of Technical Bid, those who will qualify, their Financial Bid shall only be opened. Bidders or their authorized representatives need not to be present physically in the office of the undersigned at the time of opening or evaluation of Bid documents. Any decision taken by the tender committee and approved by the tender inviting authority, in each step of evaluation process, will be uploaded to the web portal immediately. If at any step, bidders have any objection / query, they may write to the Tender inviting authority through E-Mail only (info@wbldc.in) within 24 hours.

For further information, the bidders are requested to please contact at the office of the undersigned.

No Tender will be accepted across the table and no such receipt will be issued thereon.

In the event of any discrepancy found between downloaded tender document and master copy of the same available in the office then the latter will be accepted & binding on the bidder. No claim will be entertained.

In case quoting the rate anywhere other than Financial Bid, the tender is liable to be summarily rejected.

All the tender documents including N.I.T., terms & conditions for submission of tender & Financial Bid will be the part & parcel of the bid documents.

The undersigned reserves the right to reject any tender/all tenders at any stage without assigning any reason thereof.


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



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JOB DESCRIPTION AND GENERAL TERMS AND CONDITIONS

(ANNEXURE-A):

Supply of Hatching Egg for Commercial Broiler Chicks at different units under West Bengal Livestock Development Corporation Limited , LB-2, Sector-III, Salt Lake City Kolkata -700106 for the year 2023-24 of specified breed free from any health hazard and as per specifications provided above should be within West Bengal at once or as and when required.

Type of Hatching Egg	Approx. required quantity per Month with location	Criteria for Supplied Hatching Egg
ROSS-308 AP/95 (Hatching Egg for Commercial Broiler Chicks)	(SOUTH BENGAL) Mainly Nadia & North 24- Pargonas , West Bengal Approx.Quantity : 50,000 Pcs. per week	<ul style="list-style-type: none">• Egg Size : Uniform average wt : 60gm• Hatchability : Min.80 %• Free from dirt, blood spot, hairline crack• Hatching egg shells are smooth, without ridges or small lumps of calcified material (pimples)• Albumen : higher proportion of thick, viscous albumen with less thin albumen• Yolk- Uniform colour without any blood or meat spot.
ROSS-308 AP/95 (Hatching Egg for Commercial Broiler Chicks)	(NORTH BENGAL) Mainly Jatiyakali, Jalpaiguri , West Bengal Approx. Quantity : 50,000 Pcs. per week	<ul style="list-style-type: none">• Egg Size : Uniform average wt : 60gm• Hatchability : Min.80 %• Free from dirt, blood spot, hairline crack• Hatching egg shells are smooth, without ridges or small lumps of calcified material (pimples)• Albumen : higher proportion of thick, viscous albumen with less thin albumen• Yolk- Uniform colour without any blood or meat spot.

- a. Total Quantity to be procured – 1,00,000 pcs. per week
- b. Quality – ‘A’ grade.
- c. Delivery time - within 8 AM on the scheduled date of delivery or as specified in the order.
- d. Quantity : **Only received sound hatching egg as per specification will be counted (excluding Free percentage as per rule which must be quoted in application form in FORMAT-I) for payment.**
- e. Rate validity – up to one year from date of issue of first supply order.
- f. Failure to delivery – Failure to delivery in specified time frame may attract penal measure to the bidder which may be adjusted with the EMD and / or Security money deposited by the firm.
- g. Payment term - within 15th working day after delivery and submission of proper Bill-Challan on delivery. **No request for advance payment will generally be entertained.**

Delivery Schedule:

(i) By 8:00 AM or as specified in the supply order.

(ii) Generally supply order will be issued 2 days before the delivery date.

(iii) Delivery: Districts as mentioned above table .

However , delivery will be at any place within West Bengal with prior intimation as in supply order.

In the financial bid (Bid-B) -

Rates should be mentioned inclusive of all taxes, duties and cess and delivery up to Farm location with in West Bengal as per Supply order issued from this office.

The decision of the evaluation committee will be final & binding upon the bidder in this regard. The committee reserves all the right to reject any or all the Agencies applying without assigning any reason thereof.


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SUBMISSION OF TENDER DOCUMENTS

1. ONLINE SUBMISSION OF THE TENDER:

The online bids are to be submitted in two Bid System: One **Technical Bid** & other **Financial Bid**.

A. TECHNICAL BID : 'BID-A'

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

1	Earnest Money / Security Money of Rs. 50,000/- (Rupees Fifty Thousand only) 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 OR Valid Exemption Certificate issued by the Competent Authority claiming EMD exemption.
2.	Scanned copy of Prescribed Application (Form – I) duly filled in and signed & affixed with the seal of the firm by indicating full communicating address with PIN Code No. Telephone No./FAX/e-mail address/website etc., mentioning NIT No. is to be documented.
3.	Scanned copy of Declaration under the letter head of the company (Form-II)
4.	Scanned copy of Affidavit & Check List in the prescribed format (Form – III & IV)
5.	Copy of NIT digitally signed

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

Sl.	Category	Sub Category Description
1	CERTIFICATES – ✓ All valid up to date ✓ All certificates are to be furnished in English Vernacular ✓ Affidavit are not valid ✓ Scanned original copy	i) PAN Card of the Company / authorized signatory ii) GST Registration certificate. iii) Valid Trade License up to 31.03.2024 iv) Income Tax Return Assessment Year 2022 – 2023. v) Valid Prof. Tax clearance certificate or paid challan up to date. (for bidders within WB)
2	COMPANY DETAILS	Company Details: i) Scanned Copy of the Company profile, Partnership deed (if applicable), Article of Association / Memorandum of the Company (for Pvt. Ltd. Company), Certificate of Incorporation or any other relevant document. ii) Scanned Copy of Printed Brochure/Literature of the quoted item(s).
3.	CREDENTIALS	(i) The bidder should be <u>reputed hatcheries or breeding farms /Agencies/Firm/Individual having experience in this field.</u> Bidder has to submit documentary evidence from reputed hatcheries, breeding farms or organizations of supplying Hatching Eggs (H.E.) or DOC.

N.B.: ALL STATUTORY DOCUMENTS ARE REQUIRED TO BE SUBMITTED IN ORIGINAL. Neither Photocopy nor cyclostyled literature/Brochure will be accepted.

B. FINANCIAL BID : 'BID-B' shall contain-

- a. B.O.Q. in prescribed format stating the '**RATE OF HATCHING EGG per pc**' as per the list provided there including all taxes and other charges like GST and cess, to be quoted in the Financial Bid for supply as mentioned for the time specified.

EVALUATION OF TENDERS:

During the tender Evaluation Process, the **Technical proposal (BID-A)** will be opened first. Those bidders who will qualify the **Technical proposal** as described in BID-A **containing Statutory/Non statutory documents including Literature/Brochure** will be identified and only their **Financial Cover (BID-B)** shall be opened. The **Financial cover (BID-B)** will not be opened and will be summarily rejected if that Bidder fails to meet the technical requirements participating in the tender. The bidder offering the item wise rate if found suitable & as per the tender specification will only be selected. Technical Evaluation of the Tender will be held on two parts, i.e. opening & evaluation of tender.

Opening of the Technical Proposal:

- Technical proposal will be opened by the authorized officer of the undersigned.
- 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.
- Pursuant to scrutiny & decision of the Tender Evaluation Committee the summary list of eligible bidders will be submitted in the web portals.
- During evaluation the committee may summon the bidders and seek clarification/information/demonstration or additional documents or original hard copy of any of the documents already submitted and if these are not produced within the stipulated time frame, their proposal will be liable for rejection.

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 & ABSOLUTE IN THIS REPECT.

RATE:

Rate(s) is /are to be quoted in FINANCIAL COVER only.

Rate should be quoted in decimal coinage for the cost of **HATCHING EGG** only inclusive of delivery (F.O.R. destination) to the unit as mentioned in NIT. No other incidental charges shall be incorporated in the cost of Chicks.

1. RATES SHOULD BE VALID FOR AT LEAST **1 (ONE) YEAR** FROM THE DATE OF ISSUE OF FIRST SUPPLY ORDER.
2. Under no circumstances enhancement of rate whatsoever will be accepted after closing of bid submission, whatever the reasons given thereafter. Abnormally LOW RATE of any item(s) quoted by the Tendering Firm in the offer with some malafide intension will not be accepted, if detected.
3. The authority does not guarantee purchase of all the items and/or quantity mentioned in the NIT.
4. Rates in no case shall exceed the controlled price of any item in force at the time of submission of tender, if there by any.

VALIDITY:

1. The validity period of rate may further be extended / curtailed at the discretion of the undersigned/Tender Committee at the time of finalization of tender or after expiry of the period of validity.

REFUND OF EARNEST MONEY TO THE UNSUCCESSFUL BIDDERS:

Once the financial bids will be evaluated and decision will be made by the committee, the Financial Bid Evaluation Summary report will be uploaded on the portal after which the EMD deposited by the unsuccessful bidders will automatically be refunded back into his/ her bank a/c from where the payment had been made.

However, the EMD amount of successful bidder will be retained by the Corporation till completion of the work / bid validity period whichever is earlier or which will deem fit by the authority.

APPOINTMENT OF AUTHORISED AGENCY

1. THE TERM DISTRIBUTOR IMPLIES AUTHORIZED DISTRIBUTOR/DEALERS/ AGENT IN WHATEVER FASHION ADDRESSED WHO SHALL FACILITATE THE PROCESS OF TAKING ORDER, ENSURING TIMELY SUPPLY AND COLLECTING PAYMENT ON BEHALF OF THE SUPPLIER/ BIDDER.
2. If the supplier or bidder wants to supply through distributor/dealer/agent/ stockiest, legal documents regarding appointment of distributor/dealer/ stockiest is to be documented.
3. The bidder should be only **reputed hatcheries or breeding farms /Agencies/Firm/Individual having experience in this field**. Bidder has to submit documentary evidence from reputed hatcheries, breeding farms or organizations supplying Hatching Eggs (H.E.) to the bidder.

SUPPLY/DELIVERY:

1. The supply is to be completed strictly ***as per given schedule specified in the supply order***. The schedule may be revised (increased/decreased/temporarily postponed) by the indenting authority, depending upon requirement.
2. The ordered item must be delivered suitably in accordance with the ***given specification*** in tender (Annexure-A).
3. Work must be commenced within specified time frame from the date of placement of formal order or the date as indicated in the order.
4. Supply will normally be accepted on all working days before **8:00AM or as specified in the supply order**. Successful bidder must provide the requisite number of labour for loading and ***unloading purpose without any additional charges***. No supply will be accepted on Saturday, Sunday & Govt. Holidays unless otherwise desired by the receiving authority.
5. It is obligatory for the bidder to note that failure to maintain delivery schedule for supply of ordered item will lead to severe dislocation in carrying out public service for which successful bidder will be held responsible & action will be taken strictly as per tender rules laid down herein without any prejudice. Any penal measure taken by the authority in such cases may be debited from the EMD amount and Security Deposit retained by the corporation to compensate the loss.

If the amount of loss happened to the corporation due **to negligence on bidder's end**, is significantly higher than the combined value of EMD and Security Money, then appropriate legal action may be initiated as per the existing law against the bidder to recompense the loss. Any sort of plea will not be considered, except any incident occurred 'by act of god', may be considered sympathetically.

Non -Supply:

In the event of non-supply, the Corporation shall at its discretion resort to either of the following option or a combination of these. While working out quantity of non-supply, fractions upto one metric ton shall be ignored.

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.

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.

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.**

PENAL MEASURE

The earnest money deposit furnished by a firm will be liable to be forfeited in full (Including excess amount of earnest money, if deposited), 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 and/or refuses to deposit security money. Such firms offer will not be taken into consideration in future & shall liable to be **black listed for 3 (three) years.**

1. The security money deposit furnished by a bidder is liable to be forfeited in full (including excess amount of security money, if deposited) along with cancellation of order without prejudice in the event of failure/refusal to maintain the delivery schedule and/or non-observance of 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.
2. In consequence of submission of false or fabricated documents by any firm/ company for participating in the tender, if proved later on shall be liable to be Black Listed for 3 (three) years.
3. Quoting absurdly high or low rate in opinion of tender selection committee, with the intention to vitiate the tender process will be dealt with existing norms under Govt.

PAYMENT

1. **Any request for Advance Payment will not be entertained.**
2. Tax Invoice against all supplies is/are to be sent in DUPLICATE and should invariably be submitted along with receipt challan duly signed with office seal.
3. Full payment after necessary deductions as service tax, sale tax, income tax etc. or as specified by the Govt. rules, may be admissible after delivery of birds accepted at the point of delivery for executing the order satisfactorily in all respect.
4. The payment of bills may be withheld in case of violation of any of the tender terms & conditions.

MISCELLANEOUS

1. **Conditional tenders & tenders not accompanied with the documents as mentioned above shall be summarily rejected without any reference made to the bidder and no correspondence will be entertained.**
2. **Intending bidder(s) must have to supply HE as per specifications and have to serve technical /medical guidance immediately as and when required basis . On emergency concerned bidder(s) have to attend field visit / technical solution within 48 hrs. of call log through registered e-Mail/mobile. If the necessary corrective measures are not taken in due time necessary action in terms of Penalty (pro-rata basis) / Black listing will be imposed as per tender rule.**
3. The offer may go to the next bidder, if the successful bidder fails to perform the contract.
4. No negotiation/enquiry/subsequent representation regarding rate/quantity/quality or otherwise will be entertained after closing of Bid submission Tender.
5. No import License, any sort of permit, etc. in respect of any item will be provided from this Corporation and the Tendering Firm should have relied on their own resources.
6. Latest guidelines pertaining to purchase of goods related to live animals or birds issued by the Govt. of West Bengal will be followed provided that there is no specific instruction of the Tender Committee in the regard.
7. **The undersigned reserves the right to reject any or all of the tenders at any stage without assigning any reason thereof.**
8. Any dispute arising out of this Tender will be referred to the sole arbitrator, The Chairman, W.B.L.D.C.Ltd. or any other Officer appointed/authorized by him and the same will be held at Kolkata. Arbitrator will have the power to pass interim order award and will be guided by the Arbitration & Conciliation Act, 1996.
9. When a bidder submits their tender in response to this Notification, they will be deemed to have understood fully the contents, the requirement, terms & conditions of this tender. No extra payment will be made on the pretext that the bidder did not have a clear idea of any particular point. Any offer made in response to this tender when accepted by the Tendering Authority will constitute a contract between the parties.
10. Non-compliance to any terms & conditions laid herein shall constitute a breach of contract and penalty for non-compliance shall be enforced very rigidly.
11. Any bidder with marketing license only will not be considered as producer.
12. **Firm quoting rates on behalf of its Principal should indicate that it is a DIVISION of the principal firm.**
13. All notice intended to be served on the bidder will be deemed to have been duly served, if sent under certificate of posting or Speed post or e-mail to the address mentioned in the tender or by any other process permissible under civil law.
14. **ALL INSTRUCTIONS GIVEN EITHER IN THE TENDER NOTICE, TENDER & /ORDER FORM ARE BINDING ON THE BIDDER & ARE PART OF TERMS & CONDITIONS.**
15. In the event of delay/non-availability/garbled printout/inconvenience in getting access to the website for downloading tender documents, the authority will not be held responsible, if there is any discrepancy arises in between printing of downloaded tender documents, the master copy available at the office will be acceptable and intending bidders shall have to abide by.


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

Application Format (FORM-I)

(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: Supply of Hatching Egg (ROSS-308 AP/95) for Commercial Broiler Chicks at different units under West Bengal Livestock Development Corporation Limited, LB-2, Sector-III, Salt Lake City Kolkata -700106 for the year 2023-24.

Ref: NIT No. **NIT No: WBARD/WBLDC /Nit-536e/2023-24 Date of Issue: 20/07/2023**

Dear Sir,

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

Should this tender be accepted, I/We hereby agree to abide by & fulfill all the terms & conditions laid down in the NIT and the particulars available in the NIT & the details given in the specification/Description or in default thereof to forfeit & pay the Managing Director, W.B. Livestock Development Corporation Ltd. or his successor in office the penalties/sums/or of money that may be imposed, the earnest money deposited herewith or from other money deposited by me/us or from the bills that will be payable to me/us for the supplies to be made.

I/We also provide% (in words.....) of Sound Hatching Egg as per specification as free Hatching Egg (H.E) as extra which will be noted in received challan but not in in-voice/final bill for payment.

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.

I/We also agree to execute on being called upon to enter into a formal agreement embodying the terms & conditions contained herein &/or on usual terms & conditions & on default on my/our doing so, the Earnest Money deposited by me/us will liable to be forfeited.

Yours faithfully,

Date:

Signature & office seal:

Name of the Firm:

Address with PIN:

Form - II

DECLARATION BY THE TENDERER

(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.)

I/We have read the terms & conditions as laid down in the NIT documents carefully and understood to the best of my knowledge and have made myself/ourselves fully acquainted with local conditions in and around the site of work. 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 scheduled supply as per specifications 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 supply to the full satisfaction of the authorized / competent person of the Corporation.

I/We also agree to arrange manpower and necessary requisites during loading, unloading or during transit of DOC, at my/our own cost required for the supply.

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

Affidavit Proforma
(On Non Judicial Paper worth Rs. 100/-)
(FORM – III)

(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 :

CHECK - LIST (FORM - IV)

Information about Bidders

(To be submitted in the letter head of the bidder along with the Technical Bid)

(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.)

Sl.	Description	Particulars
1	Name of the Firm	
2	a) Registered Address with PIN etc. b) Sole owner or Partnership Firm/Company	
3.	Phone No.	
4.	E-mail	
3	Name of the Person authorized to enter into & execute contractual agreement	
4	Earnest Money, whether submitted, if not, Exemption Certificate to be submitted	
5	PAN Card whether submitted	
6	GST Registration Certificate (Whether submitted)	
7	Valid Prof. Tax Clearance Certificate (if available) or latest Paid Challan (upto date) whether submitted. (for bidders within WB)	
8	Original Trade License (valid up to 31.03.2023) whether submitted.	
9	Income Tax Return Assessment Year 2022 - 2023 whether submitted.	
10	Company Details whether submitted	
11	Copy of NIT digitally signed whether submitted.	
12	Printed literature/Brochure/Technical Write-up whether submitted.	
13	Credential whether submitted.	

Signature & Seal of the Bidder:-
Date:-

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 **“Supply of Hatching Egg (ROSS-308 AP/95) for Commercial Broiler Chicks at different units under West Bengal Livestock Development Corporation Limited , LB-2, Sector-III, Salt Lake City Kolkata -700106 for the year 2023-24”** 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.

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

In witnesseth 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

Seal

Witness and address: –

Witness and address: –

1.

1.

2.

2.