

(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

Memo No. WBARD/WBLDC/NIT-698e/2024-25

Dated : 28/05/2024

SUB : E-TENDERS ARE INVITED FOR Manufacturing / Processing Job Work for production of Poultry and Duck Feed at South Bengal. SUBJECT TO THE TERMS AND CONDITIONS AS LAID DOWN IN ANNEXURE-I.

SET OF TENDER DOCUMENTS (ON LINE)

Each set contains:-

- **1. NOTICE INVITING e-TENDER**
- 2. TERMS & CONDITIONS FOR SUBMISSION OF TENDER (Annexure-I)
- 3. APPLICATION FORMAT (Annexure-II)
- 4. AFFIDAVIT PROFORMA (Annexure-III)
- 5. FORMAT FOR AGREEMENT (Annexure-A)

LAST DATE FOR SUBMISSION OF TENDER (ONLINE): 19.06.2024 (up to 11:30 A.M.)

Critical Dates					
Publish Date	28/05/2024 at 4:00 P.M.	Document download /	19/06/2024 at 11:30 AM		
		Sale end date			
Document Download/Sale	28/05/2024 at 4:00 P.M.	Clarification end Date	19/06/2024 at 11:30 AM		
Start Date					
Clarification Start Date	28/05/2024 at 4:00 P.M.	Bid Submission end	19/06/2024 at 11:30 AM		
		Date			
Bid Submission Start	28/05/2024at 4:00 P.M.	Technical Bid	21/06/2024 at 11:30 AM		
Date		Opening Date			
Pre Bid Meeting Date	05/06/2024 at 2:00 PM	Financial Bid To be informed late			
		Opening Date			

And 2

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



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Dated : 28/05/2024

NOTICE INVITING e-TENDER

NIT NO. WBARD/WBLDC/NIT-698e/2024-25 Dated 28/05/2024 Manufacturing/Processing Job Work for production of Poultry and Duck Feed at South Bengal (Submission of Bid through NIC e- tender portal ---http://wbtenders.gov.in)

E-TENDERS ARE INVITED FOR Manufacturing / Processing Job Work for production of Poultry and Duck Feed at South Bengal SUBJECT TO THE TERMS AND CONDITIONS AS LAID DOWN IN ANNEXURE- I.

LAST DATE FOR SUBMISSION OF TENDER (ONLINE) : 19.06.2024 (up to 11.30 A.M.)

Rate as per B.O.Q. must be quoted in per M.T. Basis

- (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 <u>http://wbtenders.gov.in</u> for free of cost. <u>Submission of tender by the tenderer can be</u> <u>made with the help of DSC (Digital Signature Certificate) in this</u> <u>website(http://wbtenders.gov.in</u>).
- (3) Tenders should normally be floated in two parts one Technical Bid (BID-A) and other Financial Bid (BID-B).

(4) Above tender for Manufacturing/Processing Job Work for production of Poultry Feed 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) Up to date Professional tax Clearance Certificate valid upto 31st March 2025.
- (d) Factory License valid up to 31st March 2025.
- (e) PAN Card.
- (f) I.T. Return as on 31/03/2024. (A.Y. 2024 2025)
- (g) Average Annual Turnover during the last 2 (two) F.Y. ending on 31st March of the previous year be not less than 2.0 cr.
- (h) Upload copy of N I T duly digitally signed.
- (i) Upload Annexure II (with Seal & Signature on Company Letter Head)
- (j) Upload Annexure –III (with Seal & Signature on Company Letter Head)

Documents at (b) to (j) 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 rate on line through computer in the space marked for quoting rate in the BOQ.

(Dr. Gouri Shānkār Koner) Managing Director



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Dated 28/05/2024

<u>ANNEXURE -I</u>

01.<u>Terms & Conditions for Manufacturing / Processing Job Work for production of</u> <u>Poultry & Duck Feed :</u>

The Criterion to be fulfilled by an offerer:

- a) The offerer may be a reputed Manufacturer /Co-opt Societies/Businessman under sole Proprietorship being the owner or lease holder having the facilities of production of poultry feed and located within 200 Km from Kolkata.
- b) The set up or the facility shall have a production capacity of Minimum 10 Ton/hour.
- c) The Net Worth of the offerer should be positive for each of the last 2 financial years.
- **d)** The bidder shall furnish Earnest Money Deposit (EMD) of **Rs.50,000/-** (Rupees Fifty Thousand only) 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 favourof the **West Bengal Livestock Development Corporation Limited, Payable at Kolkata.**
- e) The offerer must possess PAN, GSTIN, Factory License, Labour License (if required) and other documents towards compliance of applicable statutory obligations issued by appropriate govt. authority.
- f) Documents in support of the aforesaid criteria shall have to be submitted along with the offer letter. Where the bidder is the lessee the copy of the lease agreement shall have to be submitted along with the offer letter. The lease shall have validity at least up to **March- 2025**.
- g) The offerer shall submit a rate of processing charge per M.T. inclusive of all taxes and charges.

02. <u>Scope of Work:</u>

Production and supply of poultry feed as per specification of WBLDCL. The raw materials will be procured by offerer at the plant end. Offerer shall manufacture the feed using the procured raw material as per specification and formulation given by WBLDCL. Finished product shall be packed in the bags supplied by WBLDCL, stacked in the godown and then handed over to WBLDCL at factory point. Procurement of raw material as per Specification of WBLDCL at plant end is the responsibility of offerer . WBLDCL will pay the cost of Raw Materials on fortnight basis fixed upon mutual agreement. The offerer shall be responsible for arranging storage of raw material for 15 days of requirement and finished goods for 7 days of requirement. Packaging of finished product, stitching with thread to be provided by offerer, stacking of finished product in the godown, loading of finished goods from the stack of the godown to transport vehicle, arranging finished goods on the loading vehicle in proper manner and also repacking of finished/raw material of damaged bags if any shall be the responsibility of the offerer.



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Intending bidder should have the capacity (own arrangement) to fill SILO TRUCK in a regular way (everyday). However, bags for packaging and semi finished materials like "**PREMIX**" shall be supplied by WBLDCL. Average monthly Conversion loss (inclusive all) more than 2 % shall not be permissible. Offerer shall not be allowed to utilize his plant for production of feed of any other agency during the period of contract. WBLDCL will engage required no. of staffs per shift at plant for overall supervision. Bidder shall provide an office space at plant site for the staff of WBLDCL.

•	Specifications of KAW MATERIALS :								
SI. No.	ITEM	Protein Min	Fat/ Oil Min	Fibre Max	Moist Max	S.S. Max	Cal. Min	Fat/ Oil Max	Brix Min/ *Nacl Max
01.	Mustard Cake (De-oiled)	36%	1 %	10.5 %	10%	2.5%			
02.	De-oiled Rice Bran (Gr I)	15 %		12 %	12.5 %	3.5 %			
03.	De-oiled Rice Bran (Gr II)	16 %		17%	10 %	6%			
04.	Soya bean Cake (D.O.)	46 %		7 %	10%	2.5 %			
05.	Wheat Bran	12%		12.5%	12.5%	0.25%			
06.	Rice Bran 20%	12 %	20%	7.5 %	12%	3.5 %		24 %	
07.	Rice Bran 14%	12.5 %	14%	13 %	12 %	4%			
08.	Yellow Maize (HYB)	Moisture : 13% Max. Material may be Accepted upto 14% Moisture with deduction of 1% Maize Grain Particles : 2% by Weight, Max. Fungus : 2% of Kernels, Max. Grain Count : 300-320 pcs/ 100 Gm Maize Broken, damaged, discoloured, immature and weevilled Grain : 6% of Kernels Max., out of which weevilled Grains should not be more than 1%, Materials shall be free from live pests and unpleasant odour & foreign materials.							
09.	Wheat			7%					
10.	Broken Rice	7.5 %	0.7 %	1 %	11 %				
11.	Common Salt	Fine granules free from foreign material, free flowing							
12.	SHRIMP MEAL (PROSHRIMP PLUS)	44.30%	5.0 %		13.00 %	Acid Insoluble Ash 8.50% (Max)			
13.	Maize Gluten Meal	60%	3.5 %	2%	7%	0.5 %			
	(Branded)	Make : Cargill/Blue Craft/Gujarat Ambuja / Roquette/Sukhjit /HL Agro Products must be in ORIGINAL PRINTED PACKET otherwise will be rejected.							
14.	Rab Gur	Specific Gravity – 1.4 Minimum							
15.	D.D.G.S.	39%	6%	7%	11%	2%			
16.	Calcite in Powder Form	Total Ash 56-60%, Calcium 36% Min, Fluorine 0.01% Max, Acid insoluble Ash 3% Max, Moisture 5% Max							
17.	Calcite in Grit Form of 0.3 MM TO 0.6 MM	Total Ash 56-60%, Calcium 36% Min, Fluorine 0.01% Max, Acid insoluble Ash 3% Max, Moisture 5% Max							
18.	Calcite in Grit Form of 2 MM to 3 MM	Total Ash 56-60%, Calcium 36% Min, Fluorine 0.01% Max, Acid insoluble Ash 3% Max, Moisture 5% Max							
19.	Maida	10%		4%	11%	1%			
20.	Hi-Pro Soyabean Cake (Deoiled)	50%		4 %	11%	1 %			
21.	Meat Cum Bone Meal (Rendered)	43 %	5%	Phosphorus Min. 5.5 %	11%	1.5%	10%	11 %	
22.	Raw Grade – 1 Rice Bran Oil	F.F.A.: 5 (Max) Beyond the said value material will be rejected.							

Specifications of RAW MATERIALS :



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Average Monthly Requirement for Finished Goods

SI.	Name of the finished	Average monthly requirement		SI. Name of the finished		Average monthly		
No.	goods			No.	goods	requir	requirement	
		Bags(50Kg)	Wt.(MT)			Bags(50Kg)	Wt.(MT)	
A. COMMERCIAL BROILER FEED				B. RIR POULTRY FEED				
1.	Pre-Starter	9100	455.000	1.	Poultry Chick Crumbs	1000	50.000	
2.	Starter	30800	1540.000	2. Poultry Grower 2800 Crumbs 2800		2800	140.000	
3.	Finisher	21620	1081.000	3.	Poultry Layer Pellet	4400	220.00	
TOTAL 61520 3076.00		3076.000		TOTAL	8200	410.000		
C. DUCK FEED								
1.	Duck Starter	400	20.000	3.	Duck Layer	1600	80.000	
2.	Duck Grower	600	30.000		TOTAL	2600	130.000	
D. COMMERCIAL LAYER FEED								
1.	Poultry Chick Crumbs	500	25.000	5.	Poultry Layer Phase-2	12200	610.000	
2.	Poultry Grower Mash	4380	219.000	6.	Poultry Layer Phase-3	6000	300.000	
3.	Poultry Pre Layer	8040	402.000	7.	Poultry Layer Phase-4	1000	50.000	
4.	Poultry Layer Phase-1	12200	610.000		TOTAL 44320 2216.		2216.000	

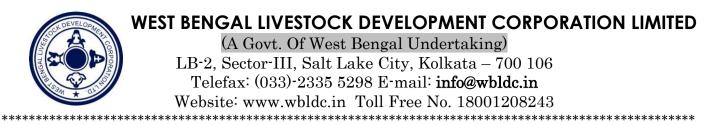
03. <u>Validity of offer:</u> The offer submitted by the offerer will remain valid up to **365 days** from the date of submission of the offer.

O4. <u>**Rate**</u>: WBLDC will pay processing charges i.e processing charge per M.T. basis shall be quoted in Rupees and it shall be inclusive of all applicable taxes and charges. Cost of Raw Materials will be fixed upon mutual agreement on fortnight basis. No advance payment will be allowed normally. WBLDC will make all endeavours to make payment to the offerer within 30 working days from the date of submission of bills on fortnightly/monthly basis. WBLDC will forecast the supply of required raw material/Finished Goods in a regular way. Offerer shall provide storage space for Raw materials for 15 days & finished goods for 7 days of average requirement. The tenure of contract is 01 year from the date of acceptance of offer which may be extended up to another 01 year depending on the satisfactory performance of the offerer. Successful offerer shall be issued with a firm Work Order. Successful offerer shall have to execute a contract agreement as per draft Annexed herewith and marked **Annexure-A**

05. <u>Security Deposit:</u> The offerer shall furnish security deposit (Interest Free) amounting to Rs. 1,00,000/- (Rupees One Lakh) only in the form of Bank Draft issued by a scheduled bank in favour of WBLDC Ltd. The security deposit shall be made before or at the time of executing the contract agreement. Security money in full will only be refunded to the bidder after expiry of the tenure of the contract and on satisfactory performance of the offerer.



- **06.** <u>**Dispute resolution:**</u> Any dispute arises out of this contract the matter may first be tried to be mutually resolved by the parties (WBLDC and the successful offerer who will get the contract) amicably, failing which the matter will be referred to a sole arbitrator for arbitration in accordance with the Arbitration and Conciliation Act, 1996. The sole arbitrator will be selected mutually by both the parties.All matters in respect of this contract will come under the jurisdiction of the Calcutta High Court.
- **07.** In case it becomes necessary for the Corporation to temporarily suspend or postpone the agreement partly or fully due to unforeseen circumstances, the Corporation shall not be liable for any compensation, on account of resultant losses.
- **o8.** If the bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his bid is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of bid issued by the Tendering Authority.
- **09.** If the quality of the supplied material is found to be unsatisfactory fully or in part, the material will be rejected and the successful tenderer will held responsible to replace the material in full.
- **10.** If the Job is not complied as per forecast indent within stipulated period of time As per Contract as well as forecast, then liquidated damages charges, as risk purchase from open market of finished goods (i.e; **entire risk purchase amount in excess of production cost will be deducted** from approved bidder with an intimation prior to one day before the scheduled purchase) shall be levied. Vendor to abide as per Penalty rule in the form of risk purchase for the mentioned Jobs.
- **11.** INTEGRITY PACT (IP): IP is a pact between WBLDCL (as a purchaser) on one hand and the bidder on the other hand stating that the two parties are committed to each other in regard to ensuring transparency and fair dealings in this procurement activity.
- **12.** If bidder or its agents or representatives, without Corporation's consent, has adulterated any Products or has substituted or added, with respect to any instruction, specification, formula, manufacturing process or quality control standard or any procedure set forth in this Agreement or any exhibit hereto, an ingredient, component, process or procedure not called for thereby, or has altered or omitted an ingredient, component, process or procedure called for thereby (provided that, for avoidance of doubt, no cure period shall be required prior to termination under this provision);
- **13.** Following any termination, (if situation arises) Corporation shall take delivery of all finished Products previously identified and Corporation shall have the right to sell all remaining stock of Products in his/her (corporation)'s possession, Bidder shall reimburse for actual cost for any unused raw materials/ingredients and other packaging materials (if any) purchased in accordance with projection/forecast (if already paid) and ordered specifically for goods manufactured solely for Corporation, to the extent that such raw materials or ingredients are not otherwise used by bidder in its operations.



14. <u>Confidentiality</u>. (a) <u>"Confidential Information"</u> means this Agreement and all confidential or otherwise proprietary business and technical information relating to the Parties and their respective businesses, including, without limitation, ideas, know-how, trade secrets, production, manufacturing and sales techniques, financial statements and data, recipes and formulas, sources of supply, advertising, actual and prospective customers, pricing, costing, and accounting procedures. Confidential Information does not include information that is in the public domain at the time of disclosure by the disclosing Party; that enters the public domain after disclosure by the disclosing Party through no fault of the receiving Party; that was or is separately disclosed to the receiving Party by a third party not itself subject to an obligation of confidentiality to the disclosing Party with respect to such information; or that was in the receiving Party's possession at the time of disclosure by the disclosing Party.

(b) Each Party agrees to maintain the Confidential Information in strict confidence and, except to the extent expressly permitted in this Agreement or otherwise consented to in writing by the other Party, that the Confidential Information will not be disclosed by it or its "Representatives" (defined to include affiliates, directors, shareholders, officers, employees, agents, subcontractors, consultants, members, managers, advisors, or other representatives including legal counsel, accountants and, in the case of Customer, its Distributors) to any "Person" (defined to include individuals, partnerships, companies, limited liability companies, entities, corporations, or agents thereof) except with the specific prior written consent of the other.

15. Force Majeure:

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 immediately of such force majeure conditions.

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.

- <u>16.</u> Second Party (Bidder) shall maintain commercial general liability for bodily injury or death to any person or persons and loss or damage to any property. A certificate of such insurance coverage shall be furnished to the Corporation upon execution of this Agreement and thereafter upon request.
- <u>17</u>. Principal manufacturer (Corporation) can send Bags (HDPE/BOPP) or semi finished goods (Premix /Vitamin /Mineral/Additives) to a job worker (Bidder) for further processing. Many facilities like procedural concessions, Processing loss,Packing Loss,Unloading loss in total maximum upto **2%**, have been given to the job workers (bidder) who sends/ prepared FINISHED GOODS for job work.The whole idea is to make principal responsible for meeting compliances on behalf of the job worker on the goods processed by him (job worker),



- <u>18.</u> Cost of Raw materials will be fixed fortnightly <u>upon mutual discussion and paid by the</u> <u>corporation as per Specifications of Raw materials</u>, formulation, quantity of finished goods with <u>considering the processing loss up to @ 2%</u>.
- <u>19.</u> <u>Packing:</u> Material should be Packed in sound and serviceable marked poly bags (HDPE/BOPP) as per specification /specialization .It will be provided by the WBLDCL .
- **20. Inspection of the Stock:** Goods will be inspected at the plants of corporation. If the consignment is found in conformity with clauses 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. Corporation have every right for inspection, weighing ,Sampling, Chemical test/analysis (if required) of supplied materials for both raw as well as finished goods at any time in presence of bidder.

<u>21.</u> Submission of Bill:</u>

Bill should be submitted in duplicate along with original / 1st copy of receipted challan and original weighment certificate of the plant / certified by the concerned officer of the plant. Bill should be supported by Item-wise , date-wise , batchwise production report supported by batch-wise analysis report of finished goods ,no. of bags, quantity supplied in net weight, 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.

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

ANNEXURE -II

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, <u>Kolkata-700106.</u>

Sub: <u>Manufacturing / Processing Job Work for production of Poultry and Duck Feed</u> <u>at South Bngal</u>

Ref. :NIT NO. WBARD/WBLDC/NIT-698e/2024-25 Dated 28/05/2024

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



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ANNEXURE -III 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).....

Р.О...

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-A Draft Agreement

This Agreement made on _____ day of _____, two thousand twenty.

By And Between

West Bengal Livestock Development Corporation Limited (A Govt. of West Bengal Undertaking under the Deptt. of Animal Resources Dev. Deptt.), a Company Registered under the Companies Act, 1956 and having its Registered Office at LB-2, Sector-III, Salt Lake City, Kolkata – 700 106, hereinafter referred to as "WBLDCL" the details of which have been given in Schedule A (which term or expression shall unless excluded by or repugnant to the context be deemed to include its assignees, liquidators and receivers) on the One Part.

AND

______, Company/Partnership/LLP/proprieta ry business unit having its registered office/recorded address at ______ represented

by ______, hereinafter referred to as Job Work Contractor, the details of which have been given in Schedule B (which term or expression shall unless excluded by or repugnant to the context be deemed to include its assignees, liquidators and receivers) on the Other Part, the Second Party.

Whereas the First Party, the **WBLDCL** has huge business within the State of West Bengal and also other states of the Country in respect of the products and items manufactured, processed and developed through its FEED DIVISION (cattle , Chicken and fish feed), MEAT DIVISION in respect of raw meat and meat products and FARM DIVISION developing and rearing sheep , goat, pig, poultry and also live animals for Laboratory purpose from its existing SCLAB Kalyani

AND

Whereas now the Company desires to appoint one resourceful party having the facilities of production of Poultry & Duck Feed both for Broiler and Layer as its Job Work Contractor, for production of Poultry Feed both for Broiler and Layer

AND

Whereas made the lowest offer to work as Job Work Contractor of the 1st Party in respect of production of Poultry Feed both for Broiler and Layer.

Now this Agreement witnesseth as follows:

GENERAL TERMS & CONDITIONS

- 1. Production and supply of poultry feed as per Specification and Formulation of the First Party (WBLDCL).
- 2. The raw materials will be procured by Second Party at the plant end.
- 3. The Second Party()shall manufacture the feed using the procured raw material as per specification and formulations given by WBLDCL. Finished product shall be packed in the bags supplied by WBLDCL, stitched, stacked in the godown and then handed over to WBLDCL at factory point.
- 4. Supply of raw material at plant end is the responsibility of the Second Party (). The Second Party () shall be responsible for arranging storage of raw material. Packaging of finished product stitching and stacking of finished product in the godown shall be the responsibility of the Second Party ().
- 5. That the First Party (WBLDCL) shall supply the printed bags , Semi finished goods like PREMIX, VITAMIN & FEED ADDITIVES required for the packaging of finished goods.
- 6. That the First Party (WBLDCL) will maintain proper accounts for the packing materials received, finished goods processed, produced and dispatched so as to arrive at the stock of materials, finished goods, packing materials on day to day basis by their own/authorized persons in the factory.
- 7. WBLDC will pay processing charges and cost of Raw Materials. Rate i.e processing charge per M.T. basis shall be quoted in Rupees and it shall be inclusive of all applicable taxes and charges. Cost of Raw Materials will be fixed upon mutual agreement on fortnight basis. No advance payment will be allowed normally. WBLDC will make all endeavours to make payment to the offerer within 30 working days from the date of submission of bills on fortnightly/monthly basis. WBLDC will forecast the supply of required raw material in a regular way. Offerer shall provide storage space for Raw materials & finished goods of minimum 15 days requirement. The tenure of **contract is up to 31.03.2025 which** may be extended on mutual agreement of the satisfactory performance of the offerer. Successful offerer shall be issued with a firm Work Order.
- 8. In case it becomes necessary for the Corporation to temporarily suspend or postpone the agreement partly or fully due to unforeseen circumstances, the Corporation shall not be liable for any compensation, on account of resultant losses.
- 9. If the Second Party () imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his bid is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of bid issued by the Tendering Authority.
- 10. If the quality of the supplied material is found to be unsatisfactory fully or in part, the material will be rejected and the successful tenderer will held responsible to replace the material in full.
- 11. If the Job is not complied as per forecast indent within stipulated period of time As per Contract as well as forecast, then liquidated damages charges, as risk purchase from open market of finished goods (i.e; entire risk purchase amount will be deducted from approved bidder with an intimation prior to one day before the scheduled purchase) shall be levied . Vendor to abide as per Penalty rule in the form of risk purchase for the mentioned Jobs.
- 12. That the First Party reserves the right to depute any of its representatives to draw samples, take stocks or for any other purpose deemed necessary by it at any reasonable time and Second Party () shall render such assistance as may be required for these purpose.
- 13. That the First Party (WBLDCL) will render responsibility to the Second party () for any shortage or damage or quality of finished goods if such damage is caused by negligence of the second party (such as theft, rain) except any other natural calamity beyond the control of the second party.

- 14. Empty Gunny bag/poly bag is First party's property.
- 15. Average monthly Conversion loss more than 2 % shall not be permissible.
- 16. The Second Party () shall not be allowed to utilize his plant for production of feed of any other agency during the period of contract.
- 17. The First Party (WBLDCL) will appoint staffs per shift at plant for overall supervision. Bidder shall provide an office space at plant site for the staff of WBLDCL.
- 18. The First Party (WBLDCL) will pay processing charges @Rs..... per M.T. basis to the Second Party () which include all applicable taxes and charges and also includes electricity Bills, labour Charges for packing, stitching and stacking in the godown and any other charges like Property charges, Pollution and Factories Act, Labour Act, etc. Hence the First Party (WBLDCL) shall not bear any expenses other that the consolidated Processing charges.
- 19. No advance payment will be allowed normally.
- 20. If bidder (Second Party) or its agents or representatives, without Corporation's consent, has adulterated any Products, violate SOP or has substituted or added, with respect to any instruction, specification, formula, manufacturing process or quality control standard or any procedure set forth in this Agreement or any exhibit hereto, an ingredient, component, process or procedure not called for thereby, or has altered or omitted an ingredient, component, process or procedure called for thereby (provided that, for avoidance of doubt, no cure period shall be required prior to termination under this provision);
- 21. The First Party (WBLDCL) will make all endeavours to make payment to the the Second Party () within 30 working days from the date of submission of bills on fortnightly/monthly basis.
- 21. The Second Party () shall have the capacity to supply **5830 M.T. per month (average)** which may be increased/ decreased as per forecast. WBLDCL will ensure the specifications as well as formulation of raw material & Finished Goods. The Second Party () shall provide storage space for a capacity 21 days stock for both raw materials and finished goods.
- 22. The tenure of contract is up to 31.03.2025 which may be extended depending on the satisfactory performance of the Second Party ().
- 23. The Second Party () undertakes to maintain and shall be responsible for Quality (in respect of Texture and Uniformity of mixing of the feeds only, the CV of the Finished feeds must not exceed the limit specified by the First Party) and Quantity of the finished feeds as well as the weight of the packed finished feeds.
- 24. That the Second Party () will be responsible for statutory compliance of all acts and rules with regards to labour, etc. that is in force and that may be enforced from time to time. The First Party (WBLDCL) will neither be responsible for compliance of the same, nor will it be responsible for any consequences arising directly or indirectly for non-compliance by the Second Party ().

- 25. That Second Party () shall reasonably protect the properties viz. raw materials, packing materials, stockin process and finished products of the First Party (WBLDCL) kept it the factory of the () and shall make adequate security arrangement for the protection of properties lying at its factory at his own cost.
- 26. The property in all the PREMIX, packing materials supplied by the First Party (WBLDCL) shall not be subject to any charges, lien, mortgage or any encumbrances of any nature whatsoever by the ().
- 27. The () agrees and undertakes not to divulge or use on its account any other persons any of formulations, know-how, operation, processes made know to the () by the First Party (WBLDCL) either during the currency of this agreement or any time thereafter.
- 28. That the Second party () have to provide small space for office of the First party and also accommodation for its employees (Supervisors & accountant) in its plant campus.
- 29. **Security Deposit:**The Second Party () shall furnish security deposit (Interest Free) amounting to Rs. 1.0 lakh only in the form of Bank Draft issued by a scheduled bank in favour of WBLDC Ltd. The security deposit shall be made before or at the time of executing the contract agreement. Security money in full will only be refunded to the bidder after expiry of the tenure of the contract and on satisfactory performance of the Second Party ().
- 30. **Dispute resolution:** Any dispute arises out of this contract the matter may first be tried to be mutually resolved by the parties (WBLDCL and the successful Second Party () who will get the contract) amicably, failing which the matter will be referred to a sole arbitrator for arbitration in accordance with the Arbitration and Conciliation Act, 1996. The sole arbitrator will be selected mutually by both the parties.
- 31. All matters in respect of this contract will come under the jurisdiction of the Calcutta High Court.

IN WITNESS WHEREOF, this Agreement was signed by the Parties under the hands of their duly authorized officers and made effective as of the date first written above.

[Company/ WBLDCL] [Job Work Contractor] Signature Signature MM/DD/YYYY DD/MM/YYYY WITNESS: 1. WITNESS:1. Full Name Full Name Signature with Date Signature with Date Address Address WITNESS: 2. WITNESS:2. Full Name Full Name Signature with Date Signature with Date Address Address



(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. 18003458243

Memo No. WBARD/WBLDC/NIT-698e/2024-25

Dated 28/05/2024

SUBMISSION OF THE TENDER:

The tender is to be submitted in a two Bid System:- One **Technical Bid & other Financial Bid .** The documents will get encrypted (transformed into non readable formats)

A. TECHNICAL PROPOSAL:

(a) <u>STATUTORY COVER</u> containing the following documents:

• "BID-A": PART I (SINGLE FILE MULTIPLE PAGES SCANNED):

1	Upload Copy of N I T duly digitally signed.			
2 Copy of Annexure – II & III (with Seal & Signature on Company Letter Head)				
3	All Documents / Certificates as mentioned in NIT (Single File multiple pages scanned)			

(b) <u>NON-STATUTORY COVER/ MY SPACE</u> containing the following documents:

• "BID-B": PART II (SINGLE FILE MULTIPLE PAGES SCANNED):

Sl. No	Category	Sub Category Description
1.	 CERTIFICATES- ✓ All valid up to date ✓ All certificates are to be furnished in English / Vernacular ✓ Affidavits are not valid. ✓ Scanned original copy 	 i) GST Registration Certificate ii) Up to date Prof. Tax Clearance Certificate. valid upto31st march 2025 iii) PAN Card. iv) I.T. Return as on 31/03/2023. (F.Y. 2022–2023) v) Average Annual Turnover during the last 2 (two) F.Y. ending on 31st March of the previous year be not less than 2.0 cr.
2.	COMPANY DETAILS,scanned original copy	 i) Trade License valid upto 31stMarch 2025 ii) Earnest Money, whether submitted, if not, Exemption Certificate to be submitted.

N.B.: ALL STATUTORY & NON-STATUTORY DOCUMENTS(S) ARE REQUIRED TO BE FURNISHED IN ORIGINAL AS & WHEN ASKED FOR.

FINANCIAL COVER: BID- B:

- <u>BOQ</u>:
- The folder as "Financial Bid" shall contain

a. Rate as per B.O.Q. must be quoted in per M.T. Basis (inclusive of all charges / taxes)