



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-730e/ 2024-25

Dated 22/07/2024

SUPPLY OF FEED SUPPLEMENTS (AMINO ACIDS) AT KALYANI FEED MILLING PLANT D-23, INDUSTRIAL AREA, POST – KALYANI, DISTRICT – NADIA, PIN – 741235 UNDER W.B.L.D.C.LTD , LB-2, SECTOR-III, SALT LAKE CITY , KOLKATA -700106 SUBJECT TO THE TERMS AND CONDITIONS AS LAID DOWN IN ANNEXURE- I-X

Supplements SET OF TENDER DOCUMENTS (ON LINE)

Each set contains:-

1. Notice inviting e-tender.
2. Catalogue along with specification.
3. Terms & conditions for submission of tender.
4. Annexure I to IX.
5. Bill of quantities (BOQ).

LAST DATE FOR SUBMISSION OF TENDER (ONLINE): 12/08/2024 (Up to 11:30 A.M.)

Publish Date	22/07/2024 at 06:55 P.M	Pre Bid Meeting Date (Mandatory)	05/08/2024 at 2:00 P.M.
Document Download / Sale Start Date	22/07/2024 at 06:55 P.M	Document download / Sale end date	12/08/2024 at 11:30 A.M.
Clarification Start Date	22/07/2024 at 06:55 P.M	Clarification End Date	12/08/2024 at 11:30 A.M.
Bid Submission Start Date	22/07/2024 at 06:55 P.M	Bid Submission End Date	12/08/2024 at 11:30 A.M.
Sample submission Start Date	06/08/2024 at 11:00 A.M	Technical Bid Opening Date	14/08/2024 at 11:30 A.M.
Sample submission End Date	07/08/2024 at 03:30 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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On-line bids are invited from Original Drug manufacturers / Loan Licensing Manufacturers / Third Party Manufacturers / Authorized Stockists / Authorized Distributors / Authorized Agents with valid manufacturing license/Trade License/FSSAI issued by Drug Control Administration/ Competent Authority for rate contract of medicines and Feed Supplements to **KALYANI FEED MILLING PLANT D-23, INDUSTRIAL AREA, POST – KALYANI, DISTRICT – NADIA, PIN – 741235** under this Corporation.

And if necessary, supply of items may also be made to the respective district HQ of the ARD Department.

In case of Authorized Stockists / Authorized Distributors / Authorized Agents of manufacturers who are interested to participate in tender have to obtain necessary authorization from their manufacturer in the form of Affidavit from Class-I Magistrate with Notary on Non-judicial Stamp Paper worth Rs.10/- along with the copy of valid manufacturing license, R&D certificate, non-conviction certificate, GMP and other relevant documents. The authorization should have validity for current financial year and should be extended time to time till the validity date of approved rate if the bidder is awarded with L1 rate for smooth continuous supply of items. In case of imported medicine, the tendered should have valid registration for import of drugs & import license.

Drugs & Medicines, as per catalogue enclosed, are classified in the following groups:

Sl.	Nomenclature of the Group*	Classification
1.	Feed Supplements (Amino Acids)	Gr. A

N.B. *Catalogue of amino acids along with specification & packing unit is attached.

1. Uniform rate must be quoted applicable to the entire afore mentioned units. Quoting of separate rate against each of the above units will not be considered for acceptance.
2. Offered rate should remain valid for a period of **Three Months from the date of approval** and any extended period, if situation arises.
3. The bidder who intend to participate in the Tender for an Estimated Amount up to Rs. 25 Crore shall have to deposit "item wise" Earnest Money @ 2% of the Estimated Amount put to Tender or Rs. 50,000/-, whichever is lower or valid exemption certificate along with mandatory documents in Statutory & non-statutory cover are to be uploaded for participation in the tender.
4. After publication of the N.I.T. in the Medias, detailed catalogue along with terms & conditions, BOQ (Bill of Quantities) may be obtained from the Website <http://www.wbtenders.gov.in> at free of cost.
5. Tender has been floated in two parts – one Technical Bid for technical proposal (mandatory documents in Statutory & non-statutory cover) & other for Financial Bid for quoting rate & GST (in whole amount) in BOQ's in dedicated column.
6. Submission of online tender shall have to be made by the bidder with the help of Digital Signature Certificate (DSC).
7. The software shall make automatic encryption of the technical bid as well as financial bid. No one will be able to open these two bids prior to schedule date & time as fixed by the undersigned.
8. After evaluation of technical bid, those who will technically qualify, their financial bid will be opened for evaluation.
9. Disclosure of rate other than BOQ will disqualify the bidder.



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10. On-line bid submission will start on **22nd July, 2024 at 6 :55pm** in the e-tender portal viz. <http://wbtenders.gov.in> .
11. **A pre-bid meeting(Mandatory) will be held on 05.08.2024 at 2 pm** at Conference Hall /Purchase Cell of this Corporation HQ. If any bidder fails to attend his /her bids will be cancelled by the TIA without showing any reason .
12. Sample along with Literature (**Only for non specific items -Equivalent**) of quoted item/s should be submitted physically on or before **07.08.2024 up to 3:30 pm** from 06.08.2024 at the office of the undersigned.(WBLDCL, HQ)
13. Online bids in two parts i.e. Technical Bid (Part-I) & Financial Bid (Part-II) are to be submitted up to 11:30 am on **12.08.2024** for the aforementioned N.I.T.
14. Technical Bid Opening Date is tentatively fixed at **11:30 am on 14.08.2024** .Other activities i.e. date of uploading List of Technically qualified bidders, date of opening of financial bid etc. will be communicated later on.
15. The above schedule is fixed, however, the undersigned reserves the right to change the date of activities in case of any exigencies through a notice in the departmental website viz. www.darahwb.org & Notice Board at above addressed office.
16. **Online Receipt and Refund of Earnest Money through State Govt. E- bid Portal: Please follow G.O. No. 3975-F(Y) dated 28.7.2016 available in www.wbfin.nic.in**

Earnest Money :

In every case open e-tender, earnest money as provided in the NIT of the work put to tender shall be required to be deposited by every tender. Earnest Money is to be submitted electronically: online-through net banking enabled bank account, maintained at any listed bank through ICICI Bank Payment Gateway by net banking or offline by NEFT/RTGS from the e-tender portal as per provision as contained in G.O. No-3975(F) dated 28/07/2016 of the Secretary to the Govt. of W.B. Finance Deptt. Intending bidder will get the beneficiary details from e-tender portal with the help of Digital Signature Certificate (DSC) and may transfer the EMD from their respective Bank as per the Beneficiary Name & Account No., amount, beneficiary bank name (ICICI Bank) & IFSC Code and e-Proc Ref No. Intending bidder who wants to transfer EMD through NEFT/RTGS must read the instruction of the Challan generated from e-Procurement portal. Bidders are also advised to submit EMD of their bid, at least 3 working days before the bid submission closing date as it requires time for processing of payment of EMD. Bidders shall not have to pay the cost of tender documents for the purpose of participating in e tendering.

Bidders eligible for exemption of EMD as per Govt. order may avail the same on production of necessary documents regarding the exemption of EMD must be uploaded in the EMD folder of Statutory documents.

The entire tender documents including N.I.T, terms & conditions for submission of tender and BOQs are part & parcel of the tender.

The Bidder should abide by all the tender terms & conditions.

The undersigned reserves the right to reject and/or cancel all tenders at any stage without assigning any reason thereof & will not be bound to accept lowest bid.


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



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1. INSTRUCTION TO BIDDERS

- 1.1. Intending bidders may download & upload the tender documents free of cost from the website <http://wbttenders.gov.in> with the help of Digital Signature Certificate.
- 1.2. Intending bidder may obtain Digital Signature Certificate from the approved service provider of Govt. of India.

2. ELIGIBILITY CRITERION

2. Original Drug manufacturers / Loan Licensing Manufacturers / Third Party Manufacturers /Authorized Stockists / Authorized Distributors / Authorized Agents with valid manufacturing licence issued by Drug Control Administration for rate contract of drugs & medicines to the following decentralized units under this Directorate. No other categories are allowed to participate.
 - 2.1. Original Manufacturer : A person or firm having its own unit that performs all the manufacturing & processing operations needed to produce drugs & medicines desired in the tender in the appropriate dosage forms/specifications, including processing, blending, formulating, filling, packing, labelling & quality testing with a valid licence issued under Drugs & Cosmetics Act, 1940 and Rules there under.
 - 2.2. Loan Licensing Manufacturer : A loan license is one that a licensing authority may provide to a candidate who lacks his own manufacturing arrangements but plans to use the production facilities controlled by another licensee. A manufacturer agrees to allow a marketer to use its plant and machinery for manufacturing the marketer's own pharmaceutical products. Relevant documents should be uploaded.
 - 2.3. Third Party Manufacturer : Third party or contract manufacturing is referred to the outsourcing of pharmaceutical products or to get products manufactured from others manufacturing units with your own brand names. Relevant documents should be uploaded.
 - 2.4. Authorized Stockists /Authorized Distributors /Authorized Agents of manufacturers who are interested to participate in tender have to obtain necessary authorization from their manufacturer in the form of Affidavit from Class-I Magistrate with Notary on Non-judicial Stamp Paper worth Rs.10/- along with the copy of valid manufacturing license, R&D certificate, non-conviction certificate, GMP and other relevant documents. The authorization should have validity for current financial year and should be extended time to time till the validity date of approved rate if the bidder is awarded with L1 rate for smooth continuous supply of items.
 - 2.5. Any loss making Company would not be eligible to participate in the Tender. This would be assessed on the basis of their Financial Performance for the three (3) Financial Years i.e. 2020-21, 2021-22, 2022-23 and any Company in respect of which the Average Profit Before Tax for the three(3) Financial Years as mentioned (as certified by Chartered Accountant) is in negative shall not be eligible to apply.
 - 2.6. The bidder has to submit the product permission in mentioned named only . **Brand name & Make will be indicated in the tender for Equivalent Item(s) also in Specific Form.**
 - 2.7. The bidders including M.S.M.E units must have experience in supply of Veterinary medicine to Government/ Government Organizations/Bulk Purchasers/ Trade Sell (Open market) etc. at least for 3 (three) years in minimum 5 (five) states / Union Territories including West Bengal. At least five Tax invoices/GST bill copies per year per state should be uploaded for last 3 (three) years -if desired by the TIA even after finalization of tender.
 - 2.8. Bidders including M.S.M.E. units shall have GMP Certificate as per Revised Schedule-M & Revised Schedule-T for Herbal drugs (if applicable).

2.9. Bidders shall have average minimum turnover during the year 2021-22 & 2022-23 as follows.

Sl. No.	Category of Bidder	Minimum Average Annual Turnover
A.	Bidders intending to supply up to 3 (Three) items	Rs. 8 Crore
B.	Bidders intending to supply more than 3(Three) and up to 10 (ten) items	Rs. 15 Crore

N.B. For Bidder quoting Vitamins, Feed Supplements and Pre & Probiotics of animals, minimum average annual turnover will be Rs. 8 Crore. For other items it will be as follows :- Ayurvedic powder – Rs. 50 Laks, Lab Chemicals – Rs. 30 Lakh.

2.10. M.S.M.E. Units of the State of WB, whose average Turn Over for the year 2021-22 & 2022-23 at least Rs. 1 (one) Crore would also be eligible to participate in the Tender for supply of up to 2 (two) items. If they intend to participate for supply of more than 2 items, the additional Turn Over requirement would be calculated @ Rs. 25 (Twenty Five) lakhs per item.

2.11. MSMEs registered in West Bengal are exempted from submission of EMD as per Finance Department, GO WB Notification 10500-F dated 19/11/2004, but their selection would be subject to the provisions of Notification No. 6142-F(Y) dated 10/10/2017 of the Finance Department, Government of West Bengal.

2.12. In case of Medicine and Vitamins, Feed Supplements, Pre & Probiotics for animals: The bidders should have Research and Development (R&D) facility / (R&D) Certification duly registered with the Department of Science and Industrial Research, Ministry of Science and Technology, Government of India (Relaxable for Govt. Enterprise or undertaking – necessary documents to be uploaded/produced on demand). The valid certificate is to be uploaded.

2.13. In case of Ayurvedic Powder Laboratory Chemicals etc.; Either valid (R&D) certificate from Department of Science and Industrial Research, Ministry of Science and Technology, Government of India or GMP certificate is to be uploaded (Relaxable for Govt. Enterprise or undertaking – necessary documents to be uploaded/ produced on demand).

2.14. The bids of the following bidders will not be accepted:-

- The Bidders who were declared L1 in the tenders of Drugs & Medicines floated by this Corporation and or Directorate in the year 2021-22 & 2022-23 but failed to execute the agreement are not eligible to participate in the current tender.
- The Bidders who were declared debarred/blacklisted by any Govt. Concern/Govt. Institution in the Country as a whole or, for any item/ items (quoted in this tender) and are in debarring/blacklisting period are also not eligible to participate in the current tender as a whole or, for that item or items.

3. SUBMISSION OF ON-LINE TENDER

3.1. Tenders have to be submitted On-Line in two parts i.e. Technical Bid (Part-I) & Financial Bid (Part-II) in e-tender portal <http://wbtenders.gov.in> by using DSC.

3.2. All the desired documents have to be uploaded in Technical Bid (Part-I).

3.3. Eligibility of opening the Financial Bid (Part-II) for finalization of firms & rates will depend on the outcome of the documents uploaded in the Technical Bid (Part-I).

3.4. The Financial Bid shall consist of only the details of rates offered. Financial bids of those tenders who qualify in technical bid will only be considered for finalization of firms & rates

3.5. The intending bidders may please note that all the columns of Financial Bid as well as in Technical Bid are to be filled meticulously with precision along with the Technical documentary evidence wherever necessary.

4. APPLICATION FORMAT & CHECK-LIST

4.1. Prescribed application format is to be uploaded (ANNEXURE-I) duly filled in, signed & affix with the seal of firm by indicating full communicating address with PIN, Telephone, Fax, E-mail address, Website number, NIT number and date.

4.2. Prescribed Check-list (ANNEXURE-II) should be properly filled in & uploaded. For non-applicability for some documents, please mention 'NA' in the check list.

5. DOCUMENTS TO BE UPLOADED IN TECHNICAL BID

5.1. All the required documents to be arranged in seriatim as per table should be indicated on the right side top of the corner and uploaded in e-tender portal <http://wbtenders.gov.in>.

5.2. All the uploaded documents shall be either in English or in Hindi. If any document produced in language other than English and Hindi, translated version of such document in English shall be uploaded duly attested by the authorized signatory. **Failure to submit English Translated version shall make the tender invalid.**

5.3. All original documents are to be produced at the time of scrutiny, when asked for.

5.4. In the event of failure to upload any required document, the bidder will be disqualified. No documents (hard copy) will be accepted physically except the e-challan of EMD & Sample submission declaration.

5.5. Disclosure of rate/discounts/special offers in the Technical Bid will be treated as disqualification & such offers will be rejected.

5.6. **Intending bidders should upload the following ORIGINAL documents (XEROX COPY NOT ACCEPTABLE)**

Sl.	Name of the documents(Statutory Cover)
1.	Application form duly signed (ANNEXURE-I).
2.	Check List duly signed (ANNEXURE-II).
3.	Each tender, unless the bidder is exempted under the existing order of the Govt. of West Bengal or Govt. of India, will have to deposit "item wise" Earnest Money @ 2% of the Estimated Amount put to Tender for an Estimated Amount up to Rs. 25 Crore or Rs.50,000/- , whichever is lower or valid exemption certificate or Document Showing EMD Exemption to be uploaded.
4.	Scanned copy of valid (renewed & up-to-date) Manufacturing License/ other relevant documents (for feed additives and Herbal product -Trade License, FSSAI, BIS standard certifications) for the products (Medicines) duly approved by the Drug Control Administration for the products quoted in the tender. Product permission & abstract of the items quoted by the bidder.
5.	Declaration of the bidder/products for neither blacklisted nor suspended for quoted items in last 2 (Two) years and Declaration having 3 (three) years manufacturing and marketing experience in the form of Affidavit from Class-I Magistrate or Notary (ANNEXURE-VII) on Non-judicial Stamp Paper worth Rs.10/-.
6.	Scanned copy of valid Good Manufacturing Practise (GMP) from the concerned State Drug Control Authority conforming the revised <i>Schedule 'M' or 'T'</i> - for schedules items (if applicable)
7.	Scanned copy of Non-conviction Certificate (Latest) issued by Drug Controller of the concerned State.
8.	Scanned copy of Certificate issued by Practicing Chartered Accountant stating Average Annual Turnover of the bidder (ANNEXURE-III A) & distributor (if any) (ANNEXURE-III B) is to be uploaded.
9.	Scanned copy of IT Return for two financial years i.e. 2021-22 & 2022-23 and Audited Balance sheet of profit & loss account for the year 2020-21, 2021-22 & 2022-23 to be uploaded.
10.	List of items quoted in Excel sheet (with Group and Catalogue Number mentioning whether manufacturing /importing, License No. & Page No. of the endorsement Copies with Make and Trade Name) (ANNEXURE-IV)
11.	Scanned copy of product Market Standing Certificate (Drug wise- Registered Medicines only) issued by State Drug Control Authority/ORIGINAL Performance Certificate (Drug wise) issued by State Drug Control Authority (ANNEXURE-V).
12.	Item- wise Statement of MRP etc. for the items quoted with Group and Catalogue Number (ANNEXURE-VI)
13.	Sample along with Literature Submission declaration duly signed (ANNEXURE-VIII)
14.	Agreement between Bidder & Distributor for the out-of-state bidder (if bidder wants to supply through distributor) on Non-judicial Stamp Paper worth Rs.10/-.
15.	Scanned copy of PAN for both Bidder and Distributor (if appoints Distributor)
16.	Scanned copy of valid Drug License for both Bidder and Distributor (if appoints Distributor)
17.	Scanned copy of valid Trade License for both Bidder and Distributor (if appoints Distributor)
18.	Scanned copy of valid 15 Digit Goods & Services Taxpayers Identification Number (GSTIN) under GST Act, 2017 for both Bidder and Distributor (if appoints Distributor)
19.	Product Literature for all the items quoted should be uploaded
20.	Sample Analysis Report from NABL accredited Laboratories /Central Drug Testing Laboratories should be uploaded with a marking of group and catalogue number in the right side top corner, to be uploaded. NABL accreditation should be clearly written on the report (Mandatory for Equivalent products otherwise rate will be cancelled) .
21.	Research and Development (R&D) Certificate / (R&D) Certification issued by the Department of Science and Industrial Research, Ministry of Science and Technology, Government of India. The valid certificate is to be uploaded. (From Manufacturer mandatory for Equivalent products otherwise rate will be cancelled)
22.	Five(5) Tax invoices/GST bill copies per year per state including West Bengal are to be uploaded for last 3 (three) years.

6. FINANCIAL BID

6.1. The offered rates for various items should be quoted in BOQ (Bill of Quantities) i.e. Financial Bid (Part-II) in the dedicated column & to be uploaded separately.

7. EARNEST MONEY DEPOSIT

7.1 Each tender, unless the bidder is exempted under the existing order of the Govt. of West Bengal or Govt. of India, will have to deposit "item wise" Earnest Money @ 2% of the Estimated Amount put to Tender for an Estimated Amount up to Rs. 15 Crore or Rs. 50,000/-, whichever is lower or valid exemption certificate or Document Showing EMD Exemption to be uploaded. E.M.D. in any other manner not acceptable.

- (i) In no circumstances, Demand Draft, Bankers' cheque, Pay Order, T.R. Challan, Cash, G.P. Note, Pass Book, Fixed/Term Deposit, Token of Bank, A/c. Payee Cheque will be accepted save & except those mentioned above as Earnest Money Deposit.
- (ii) This Corporation and or Directorate will not be liable for deposit of excess of Earnest money.
- (iii) Earnest Money deposited before the date of issue of this N.I.T. will not be accepted. Earnest Money Deposit of previous tender will not be adjusted/ considered for this tender.
- (iv) The onus of proving that a bidder is exempted from depositing earnest money will be on them. Valid Exemption Certificate issued by competent authority for claiming exemption of depositing Earnest Money [viz. EM (Part-II), Acknowledgement thereof & Declaration of Product, Plant & Machinery Investment issued by D.I.C., Govt. of WB or NSIC Certificate issued by Govt. of India.
- (v) Earnest Money will be released after finalization of tender and in the following cases:-
 - a. Tender documents which are not valid.
 - b. Sample(s) furnished by them is/are not acceptable.
 - c. Expiry of validity of rate contract subject to successful supply in all respect.
 - d. In other cases, it will be released in due course.

7.2. The list of product manufactured & approved by MSME Registration authority will **only** be considered for exemption from depositing of earnest money and those listed items will **only** come under zone of consideration of price preference. If any bidder quoted products other than those covered under MSME Registration should accompany EMD. Authorized Officers of the undersigned may visit factory.

7.3. Tender uploaded without earnest money deposit or valid exemption certificate will be summarily rejected. Tender received without EMD will be rejected.

7.4. Intending Bidder(s) must have to submit rest EMD (above 50,000/-) to make 2 % after finalization of rate which will be adjusted to Security Deposit to Tender Inviting Authority.

8. IT RETURN & ANNUAL TURNOVER REQUIREMENT

8.1. ORIGINAL IT Return for two financial years i.e. **2021-22 & 2022-23** are to be uploaded for both Bidder and Distributor.

8.2. Average Annual Turnover for the financial year **2020-21, 2021-22 & 2022-23** should be uploaded for both Bidder and Distributor.

8.3. Average Annual turnover Certificate (**ANNEXURE-III A**) for bidder and (**ANNEXURE- III B**) for distributor (if any) to this effect issued by Practicing Chartered Accountant should be uploaded in the e-tender portal.

8.4. Participants below the said stricture are not eligible & their offer will be rejected.

9. MANUFACTURING LICENSE

9.1. Scanned copy of valid manufacturing license which is in vogue shall be uploaded. The License & product list should be renewed and up-to-date.

9.2. In the event of Manufacturing License applied for renewal, it is desired to upload the validity certificate from the Licensing authority in respect of their License that it continues to be valid during the period of tender process. License issued for Test and Analysis shall not be considered.

9.3. The tenders uploaded without proper license; authenticated list of items covered by license shall be liable for rejection. Tendering firm should not quote any item for which they have no endorsement in their manufacturing license.

9.4. For all imported products, attested photocopy of valid import license issued by competent authority in India, Bill of Entry/Lading, Invoice of overseas supplier & Certificate of Origin shall be uploaded. In case of imported items, license for sale in India issued by concerned licensing authority duly attested shall also be uploaded.

10. G.M.P./WHO G.M.P.CERTIFICATE

10.1. The bidder has to upload scanned copy of **valid and latest Good Manufacturing Practice Certificate** from the concerned State Drug Control Authority conforming revised Schedule 'M' for Allopathic Veterinary Medicines and revised Schedule 'T' for Ayurvedic Veterinary Drugs.

11. PRODUCT MARKET STANDING CERTIFICATE/PERFORMANCE CERTIFICATE

11.1. Each bidder should also upload scanned copy of valid Drug wise Product market standing certificate/Performance certificate (Last three years) issued by Drug Control Authority (**ANNEXURE-V**).The item should be marked /highlighted with marker pen mentioning therein the Directorate Cat. No. for each drug item. Market standing Certificate for imported items is not required.

12. LIST OF PRODUCT QUOTED

12.1 List of items quoted in excel sheet (with Group and Catalogue number mentioning manufacturing/importing Licence No. & page no. Brand name , Make of the Endorsement copies -Mandatory for Equivalent Products) should be uploaded. (**ANNEXURE-IV**).

13. NON-CONVICTION CERTIFICATE (IN ORIGINAL)

13.1. Each bidder should upload original non-conviction certificate issued by concerned Drug Control Administration to this effect that the manufacturer is not indulging in any unethical manufacturing practice and that his license is not suspended anytime & he was not prosecuted anytime **DURING LAST THREE YEARS**. This non-conviction certificate should be of latest one at the time of submission of tender and should cover **2020-21, 2021-22 & 2022-23**.

14. APPOINTMENT OF DISTRIBUTOR

14.1. The out-of-state bidder may supply directly or may supply through their authorized distributor provided they have no Regional Sales Depot /C&F Agent in the State. Legal document to be made on non-judicial stamp paper worth Rs.10/- is to be uploaded regarding appointment of distributor. Distributor means authorised distributor who shall facilitate the process of collection of order, ensuring timely supply & collecting payment on behalf of the manufacturer.

14.2. Local MSME /local Bidders (In the state of West Bengal) are however not allowed to engage Distributors.

14.3. The Bidder may propose that the order & payment are to be made in favour of the Bidder & the Bidder will supply and effect distribution directly or through local depot /C&F Agent in the State.

14.4. If out-of-State bidder proposes that order and payment are to be made in the name of the Distributor; such Distributor must be an authorized distributor of the Bidder with minimum annual turnover of **Rs. 2 (two) Crore for the year 2021-22 or 2022-23**.

14.5. The bidder will have to upload their Authorized Distributor's Document i.e. PAN issued by IT Dept, GSTIN Registration certificate, Trade License, Drug License.

14.6. The matter related to Way Bill is the responsibility of the Manufacturer/Direct Importer/authorized distributor and the procuring authorities will not issue any way bill.

14.7. It is, however, made clear that agreement in pursuance of the accepted tenders will be executed only with the Bidder who will be responsible for the supply.

15. PERIOD OF RATE CONTRACT

15.1. Rate quoted shall hold well for a period of **Three Months from the date of acceptance** and/or any extended period, if situation arises.

15.2. They must supply the items at the approved rates within the validity period and refusal to supply will be dealt with as per tender rules.

16. GSTIN REGISTRATION CERTIFICATE

16.1. Each bidder should upload valid Goods & Services Taxpayers Identification Number (GSTIN) Registration Certificate obtained from competent authority.

17. PAN, DRUG LICENCE & TRADE LICENCE

- 17.1. Scanned copy of PAN card, valid Drug License & Trade License (up to date) issued by competent authority is to be uploaded.
- 17.2 The Bidder who has Branch Office in the State of West Bengal shall upload Trade License.

18. SELF-DECLARATION

- 18.1. Each bidder should upload self-declaration for quoted items and 5 (Five) years manufacturing & marketing experience as per **ANNEXURE-VII** in the form of affidavit from Class –I Magistrate or Notary.
- 18.2. Each bidder should upload self-declaration on 'ITEMWISE STATEMENT OF MRP, as per **ANNEXURE-VI**.

19. FFS & BFS TECHNOLOGY CERTIFICATION (If required- Not mandatory other cases)

- 19.1. Intravenous fluid (IV Fluids) should be manufactured under Form-Fill-Seal (FFS)/ Blow-Fill-Seal (BFS Technology) in good quality polythene containers unless otherwise specified. Form Fill & Seal Technology Certification issued by the competent authority exercising powers under Drugs & Cosmetics Act, 1940 & Drugs & Cosmetics Rules, 1945 should be uploaded wherever necessary, otherwise it will not be considered.

20. DECLARATION OF SAMPLE AND LITERATURE SUBMISSION

20.1. Each bidder will have to submit sample & product literature for the quoted items as per Proforma to the office Corporation Head Office physically on or before **07.08.2024 up to 3:30 pm**. The Proforma duly filled in as per **(ANNEXURE-VIII)** is to be submitted in duplicate. The acknowledgement will be uploaded in the e-tender portal. Product Literature for all the quoted items should be uploaded.

20.2. A recent complete sample analysis report **from a NABL accredited laboratory/ Central Drug Testing Laboratory** of submitted Samples giving physical test & chemical analysis, with a marking of_group and catalogue in the right side top corner, should be uploaded in the e-tender portal which will be guided by Drugs & Cosmetics Act, 1940 and Drugs & Cosmetics Rules, 1945-mandatory for Non-specific Equivalent Products.

20.3. The samples shall be in original form in which supply will be made. Loose samples, samples with type and/or hand written labels will not be accepted.

20.4. Non-deposit of sample as above as well as non-uploading of acknowledgement will lead to rejection of rate of non-specific items in said tender. However, exemption from deposition of sample will only be entertained for certain specified and sensitive products as the undersigned may deem fit and proper.

20.5. The non-approved sample will be returned to the respective firms at their own expense. The same will have to take back positively within 15 (fifteen) days from the date of communication failing which their claim of return may not be entertained.

20.6. The container, capping and labelling etc. of the samples submitted must be conformity with the guidelines/provisions laid down in the relevant clauses/ conditions of the drugs & cosmetic act, 1940 and drugs & cosmetic rules, 1945 failing which such samples along with the tender itself is liable for rejection.

20.7. The labels of samples besides complying with statutory regulations of the Drugs & Cosmetics Acts, 1940 and the rules made there under should bear the following information:

- a) Name & Address of the bidder;
 - b) Group number & Serial number of item as per Catalogue;
 - c) Specification of the item as per Catalogue;
 - d) Formula/composition of the item;
 - e) Batch number;
 - f) Date of manufacture;
 - g) Date of expiry;
 - h) Manufacturing License number;
 - i) Quantity/Pack Size;
 - j) Name of the manufacturer;
 - k) Dosage and route of administration.
- 20.8. The sample & literature will be examined by our technical experts. Technical Evaluation Committee shall have the right to cross-verify the document as well as product provided in the technical bid before qualifying the firm to be placed before the Financial Evaluation Committee. The Technical Bid Evaluation Committee may visit the premises

- of the participating firm and inspect the manufacturing, analytical & other facilities to arrive the decision regarding the finalization of technical bid.
- 20.9. In case, Sample or Product Literature is approved, one set of such sample and Product Literature shall have to be kept with this Directorate during the tenure of the tender. Supply should be made according to the approved sample/literature.
- 20.10. It is compulsory for the bidder for medicines/ drugs to enclose their printed /leaflet booklet (neither photocopy nor cyclostyle) namely pharmaceuticals index or therapeutic index containing products list details of each item for which rates are quoted.

21. SALES IN THE OPEN MARKET

- 21.1. The Bidder must have sales in the open market. At least 20% of the total production of the items during the last two financial years (2021-22 and 2022-23) should have been sold to any other organization/party/persons other than the ARD Dept., Govt. of West Bengal. Relevant GST invoices/bills of 2021-22 and 2022-23 should be uploaded in tender portal.
- 21.2. The Bidder will have to submit a declaration certified by a Chartered Accountant regarding total sales in the open market (i.e. sales other than sales in ARD Department) during last two financial years (Annexure-III-A). The sales must have relevance to the product(s) quoted.
- 21.3. Bidders not satisfying this criterion, i.e. those who do not have at least 10% of the production sold in the open market during the preceding two financial years would be excluded.

22. RATE

- 21.9. UNIFORM rate(s) **per Kilogram (KG) Including GST , packing & delivery** (F.O.R. destination) & all other incidental charges e.g. loading/unloading, cost of transportation, insurance, packaging etc. for all decentralized units as mentioned in NIT. GST should be mentioned separately in whole amount the dedicated column.
The accounting units are prescribed in the BOQ. The bidders should take care of that before submitting bid. L-1 will be determined on base price only with GST. The number of items (ANNEXURE-IV) must tally with no. of item quoted in the item wise evaluation list in BOQ & similar no. of sample/s submitted (ANNEXURE-VIII) & that will be considered. In the event of mismatching, the same will be rejected.
- 22.2. The rate(s) is/are to be quoted in the specified BOQ (Bill of Quantities), in INR (Indian Rupees and Paisa), in NET in decimal coinage only. The authority does not guarantee purchase of all the items mentioned in the catalogue since it depends upon the actual requirement evaluated by the field units. Hence, rate should be quoted accordingly.
- 22.3. The composition, strength, packing specifications and unit of pack are clearly indicated in the catalogue. The bidder shall offer their **rate ONLY** for specified composition & packing. Products offered which do not conform the composition, strength, packing specifications and unit of pack shall not be considered. Therefore, the bidders are requested to go through all such specifications before quoting their rates.
- 22.4. Enhancement of rate, under no circumstances, will be accepted after date of closing of on-line bid submission, whatever the reason thereafter except any tax imposed by the Govt. Attested photocopy of Govt. Order in this respect is to be submitted while claiming such increase. However, such claim will be decided by the undersigned based upon the merit of each case.
- 22.5. **Abnormally low rate of any items quoted by the bidder in** the offer without sufficient reason of such low rate, if detected will not be accepted. The undersigned reserved the right to reject any or all of the tenders at any stage without assigning any reason thereof.
- 22.6. The rate(s) quoted by the bidder shall not exceed the controlled rate(s) if the Govt. controlled rate(s) are in force on the date of uploading of tender. In the absence of controlled price, the bidder shall quote reasonable price applicable to bulk purchases. Quantity ordered is not likely to be enough to consider as TRUCK LOAD & the bidder must execute supply of any small quantity of ordered item.
- 22.7. The rate offered in the tender shall under no circumstances exceed the MRP as well as the lowest price at which the firm sells the product of identical description to any other dept. or organization or person anywhere in the State. If such incidence of quoting higher rates to this dept. comes to the notice at any time during the course of rate contract period, the undersigned reserves the right to initiate an appropriate action against such firms including blacklisting, recovery of excess amount paid.
- 22.8. If the bidder quotes the rates at his will overlooking the conditions in the previous paragraph, the tender is liable for cancellation even after approval of the tender and firm will face the legal action at any time during the rate contract period.

23. AGREEMENT

- 23.1. The successful bidder will have to enter into a contractual agreement with the Govt. as per standard format embodying the tender terms & conditions in Non-judicial Stamp paper worth **Rs.100/- (Rupees One Hundred only)**.
- 23.2. The agreement should be typed only on one side of the Stamp paper duly signed by the authorized signatory on each page. The continuing pages should be typed on conquest paper.
- 23.2. The said format will be uploaded along with list of products tentatively approved.
- 23.3. In the event of failure to execute agreement in prescribed manner within the stipulated period by the successful bidder such bidder's earnest money deposit will be forfeited in full. Such defaulters will forgo the right to participate in future tenders for period of minimum three years.
- 23.4. Award of Contract: On getting contractual agreement, the undersigned will circulate the approved price list to the decentralized units of this Corporation and or Directorate across the State of WB for awarding contract.

24. SECURITY MONEY DEPOSIT

- 24.1 The successful bidder will have to deposit security money @ 10% (Three Percent) ad-valorem or as per existing relevant norms, in Term/Fixed Deposit receipt on any Nationalized Bank in favour of the ordering authority.
- 24.2. The security money deposit is liable to be forfeited for non/short supply of ordered item in stipulated timeframe.
- 24.3. Partial deposit and/or previous deposit of security money will not be accepted.
- 24.4. Security money deposit will be refunded after satisfactory completion of supply. No proportionate refund of security money will be allowed if the supplied quantity falls below the ordered quantity.

25. PAYMENT

- 25.1. Tax Invoice against all supplies is/are to be sent in TRIPLICATE & invariably be submitted along with the supplies for payment to the indenting officer. For imported items, copies of Bill of Entry/Lading, Invoice of overseas supplier & Certificate of Origin shall be produced along with Invoice otherwise payment will not be disbursed.
- 25.2. No advance payment shall be made under any circumstances.
- 25.3. Payment shall be made after executing the order satisfactory in all respect. However, no interest shall be paid to the firm in the event of delay in making payment due to whatsoever reasons. In no circumstances, delivery schedule should be affected and/or linked with the payment of outstanding bills. The payment of bills shall be withheld in case of violation of any tender clause.
- 25.4. The rates quoted shall be **inclusive of GST**. The GST will be paid in accordance with the orders of the Govt. of West Bengal from time to time.

26. SUPPLY & DELIVERY

- 26.1. The order will be generated as per existing system of the procuring unit.
- 26.2. Orders for the supply of the approved products will be placed with the successful bidders after the execution of the agreements in phases as and when required by the procuring authorities of different decentralized units depending upon their annual consumption.
- 26.3. Fresh stock, as per approved sample shall have to be supplied against all indents. Delivery of ordered item shall have to be made as per given schedule printed in the order (**Maximum of 30 days with a schedule of two consignment of 15 days in equal volume on justified quantity**) from the date of order from the procuring units. In-case of irregular supply / non supply Corporation have every right for penalty @ 2 % , Risk purchase as well as Matching rate (L-1) from L-2 bidder specially for high volume on emergency ground .
- 26.4. The quantity normally depends upon the actual requirement of the indenting officer. The successful firm is required for supply any quantity at the accepted rate within the contracted period.
- 26.5. The ordered item must be packed suitably to avoid transit loss and weathering to maintain quality. The supply must conform to the given specification in the tender. Any loss, damage or breakage or leakage or shortage observed on receipt of supplies and reported by the In-charge of the district authority, it will be the responsibility of the supplier who shall be required to replenish the **loss positively within 15 (fifteen) days** from the date of intimation sent by the Indenting Officer. No extra cost shall be admissible for the same. Failure to replenish the above losses shall be liable for deduction of the corresponding amount from bills which shall be final and binding. Sterile items are to be transported in such packaging so that no damage to the primary packaging during transport process and sterility should be maintained properly.
- 26.6. Supply will normally be accepted on all working days between 11 am & 3 pm. Successful bidder must provide the requisite number of labour to store/ install the materials in the respective stores/ places as will be indicated from time to time without any additional charges. No supply will be accepted on Sundays & Govt. holidays unless otherwise desired by the receiving authority.

26.7. 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 sort of plea will not be considered, & except any incident occurred "by act of god" may be considered sympathetically.

26.8. Replacement of supply against any rejected consignment must be made positively within given time frame from the date of intimation, failing which action will be taken as per tender rule.

- a. **QUALITY CONTROL:** Every batch of Drugs & Medicines except Herbal Drugs to be supplied should contain in house test report of the company tested by its own laboratory and a test report from NABL accredited drug testing laboratories/Central Drug Testing Laboratories. The full name and qualification and the attested signature (to be attested by the proprietor/any official of the firm) of the certifying Chemist is to be submitted along with the test report.

In addition, all the supplied batch(es) of Medicines are to be tested by the tender inviting authority/procuring authority from empanelled laboratories having accreditation of NABL/ Drug Controller / Central Drug Testing Laboratories.

From all the supplied batch (es), samples will be collected at random at any point of supply. The handling and testing cost, charged by the testing laboratory shall be borne by the supplier and defective items will be lifted back from decentralized units of west Bengal by the bidder/distributor by their own cost. The payment will be made after receiving satisfactory report from the laboratory.

The cost of procurement of such nonstandard drugs and defective batch (es) will not be paid by the tender inviting authority/procuring authority and the cost will be deducted from the security deposit or from the pending bills of that supplier for that item or other item. The decision of the tender inviting authority/procuring authority in this regard ascertaining the quality of the supplied item(s) shall be final and binding upon the approved supplier.

- b. For articles having Expiry Date, ***must have a shelf-life at least 15 (fifteen) months*** excepting for Vitamin Preparations: ***12 (twelve) months shelf-life at the time of supply.***

- c. Orders for the supply of estimated quantities of Drugs & Medicines may be placed by the undersigned and the decentralized units under Corporation as well as any units under the WBLDCL, West Bengal, if require, as mentioned at NIT.

Such order will be placed to the successful bidders after the execution of the Agreement.

- d. In the event of deviation of tender specification in the randomly drawn sample test report, the full consignment or part thereof shall be rejected and may be declared as spurious supply and penalty may be imposed as per provision in this N.I.T. clause mentioned in the Penal Measure.

26.09. In case of imported items supplier shall furnish copy of Bill of Entry/ Lading, Certificate of Origin & copy of Invoice of overseas supplier to the effect that the firm has completed all the formalities in connection with the Import. If any batch of supply detected sub-standard, that particular batch will be rejected for the whole State of West Bengal.

26. PENAL MEASURE

27.1. In the event of uploading of fake/false/fabricated/ tampered/ forged documents, suppression of facts and providing wrong information, if detected tender will be liable to be cancelled/ terminated immediately & the firm shall also be liable to prosecuted under relevant provisions of Indian Penal Code, 1860 along with Indian Information & Technology Act 2008 & any other law applicable for the time being in force in addition to forfeiture of Earnest Money/ Security Deposit. Simultaneously the firm will liable to be blacklisted.

27.2. In the event of non-execution of agreement, the EMD will liable to be forfeited. Such firm is liable to be blacklisted.

27.3. 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 item/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.

27.4. The Security Money Deposit furnished by a Bidder is liable for forfeiture 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.

27.5. In the event of failure to supply within stipulated period without having any valid reason, blockage may be imposed in respect of a particular item all over the State.

27.6. Financial Penalties for deficiencies in services/supplies during the period of the tender and its subsequent extensions:

- (i) The Bidder should supply full quantity of the any material of any order in one consignment. Part supply will not be considered.
- (ii) In respect of all consignment stipulated period will be as stated in the work order.
- (iii) The order generated out of system of the Corporation or Directorate will carry the same status that of signed order.
- (iv) At least 50 % of the total order quantity of any material may be supplied in one consignment with penalty.. The penalty provision are as follows:
 - (a) If the Bidder supply full quantity of any material of any order in one consignment within stipulated period then there will be no penalty.
 - (b) If the Bidder supply partial quantity of any material of any order in one consignment within stipulated period, then 2% of the basic cost of the material non-supplied will be deducted from the existing bill of the supplier.
- (v) However, if the stipulated period ends on Saturday, Sunday or Govt. holidays, supply should be made on the next working day and in that case, no penalty would be chargeable.
- (vi) The provision of penalty is system-generated and cannot be waived in any case.
- (vii) Show cause notice will be issued for failure in supply within the time frame for a particular item(s) and there may be blockage of the said Item(s) of the defaulting Bidder.
- (viii) The defaulting Firm may be blacklisted after issuance of a show- cause letter.
- (ix) The names of the defaulting suppliers will be NOTIFIED in website.

27.7. In the event of non-supply, short supply, spurious supply, non-matching of specification etc., the order will be cancelled along with forfeiture of Earnest Money Deposit & Security Deposit and such firm is liable to be blacklisted.

27.8. In the event of non-standard and defective supply, the payment will not be made and if payment of such batch has already been made, the cost will be deducted from Earnest Money Deposit & Security Deposit or from the pending bills of that supplier for that item or other item. Such firm and or that particular items are liable to be debarred and/or blacklisted.

27.9. **The price, at which the bidder sells the products of identical description to any other Govt. Directorate, Organization etc. in this State, shall not exceed the quoted rate. If such incident of quoting higher rate comes to the notice, the authority reserves the right to initiate legal/penal action against such firms.**

27.10. In case, the delivery programme is not followed & the competent authority is compelled to procure the ordered articles from the open market at a higher rate than the accepted price in tender, in that case the excess cost incurred on the account will have to be borne by the firm which will deducted from their outstanding bill apart from forfeiture of Security Money in full. Besides, failure to maintain the delivery schedule/ stoppage of supply may lead to termination of contract along with forfeiture of Security Money Deposit in full and such firms shall liable to be black Listed.

27.11. The Tender inviting Authority/ procuring authority reserves the right to test the supplied Drugs & Medicines from the empanelled laboratories having accreditation of NABL/ Drug Controller and the Test Report will binding for taking positive action/cancellation of order against the bidder and/or its suppliers. The tendering authority reserves the right not to disclose the intensity of the Test House.

27.12. Non-compliance to any Terms & Conditions laid herein shall constitute a breach of contract & penalty for non-compliance shall be enforced very rigidly.

27.13. **The process of debarment shall be as per Annexure-IX.**

28. GENERAL

28.1. No Tender/Tender pre-requisites such as Earnest Money Deposit, Sample etc., will be accepted after date & time of scheduled closing.

28.2. Conditional Tenders and Tenders not accompanied with the documents as mentioned shall be summarily rejected without any reference made to the bidder and no correspondence will be entertained.

28.3. **SUBMISSION OF HARD COPY OF FINANCIAL BID (BOQ) IS TOTALLY PROHIBITED & ONLY BE UPLOADED THROUGH E-TENDER PORTAL. DISCLOSURE OF RATE IN THE TECHNICAL BID WILL LEAD TO REJECTION OF BID.**

28.4. Any addendum/corrigendum/extension of validity period will be notified at our Corporation website wbldc.in or departmental website www.darahwb.org as it is not possible to inform each.

28.5. The uploaded document in the tender without containing necessary enclosures and incomplete or tampered documents shall be rejected at the time of evaluation without any further notice to the bidder.

28.6. In case of products with Brand Name, the Tendering Firm is required to mention the Brand Name against each item. In case, I.S.I. Marked products, the Tendering Firm shall have to produce License of manufacturing from B.I.S.

ISI/BIS marked items would be preferred and non-ISI/BIS items will be considered only when ISI/BIS marked items are not available.

28.7. No negotiation/enquiry/subsequent representation regarding rate/quantity/ quality or otherwise will be entertained after scheduled closing time. No import license, any sort of permit etc. in respect of any item will be provided from this Directorate and the tendering firm should have rely on their own resources.

28.8. The undersigned reserves the right to reject any or the entire tender at any stage without assigning any reason thereof and will not be bound to accept lowest tender rate.

28.9. WBLDCL reserves the rights to reject the tender of Black Listed Company and companies whose past performance with the A.R.D. Department, West Bengal and also with other state/s in India was unsatisfactory due to delayed/ erratic supply/non-compliance of the indents placed by the indenting authority.

29. MISCELLANEOUS

29.1. The bidder shall offer guarantee to the effect that the goods/stores/articles would continue to conform to the description and quality as specified that is up to the date of expiry or at least for next one & half years from the date of delivery.

29.2. Latest guidelines pertaining to purchase of stores issued by the Govt. of West Bengal shall be followed provided that there is no specific instruction of the Tender Committee in this regard.

29.3. Any dispute/difference arising out of this Tender will be referred to the sole arbitrator to be appointed by the Corporation and or A.R.D. Dept. and the award passed by the Arbitrator shall be final and shall be binding in both the parties .

29.4. When a Tendering Firm submitted their tender in response to this Notification, they will be deemed to have understood fully the contents, the requirement, term & conditions of this tender. No extra payment will be made on the pretext that the Tendering Firm 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.

29.5. ALL INSTRUCTIONS GIVEN EITHER IN THE CATALOGUE OF ITEMS, TENDER NOTICE, TENDER AND/ ORDER FORM ARE BINDING ON THE BIDDER AND ARE PART OF TERMS AND CONDITIONS.

29.6. 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. Every document uploaded by the bidder should be clear, legible otherwise it will not be considered for acceptance.


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

ANNEXURE-I

To be uploaded

Application Format

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

Ref. No. -----

Dated.....

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

Sub: SUPPLY OF FEED SUPPLEMENTS (AMINO ACIDS) AT KALYANI FEED MILLING PLANT D-23, INDUSTRIAL AREA, POST – KALYANI, DISTRICT – NADIA, PIN – 741235 UNDER W.B.L.D.C.LTD , LB-2, SECTOR-III, SALT LAKE CITY , KOLKATA -700106 SUBJECT TO THE TERMS AND CONDITIONS AS LAID DOWN IN ANNEXURE- I-V

Sir,

With reference to your online N.I.T.#

1. I/We.....the Proprietor/Authorized Nominee/s of the Firmare hereby furnishing my/our rates for the item tendered for as per your specification, terms & conditions to the West Bengal Livestock Dev. Corp. Ltd under the Animal Resources Development Department, Govt. of West Bengal for supply of Veterinary Drugs & Medicines for different decentralized units under the Directorate of AR&AH and declaring that I would like to supply _____ number of item i.e. Cat No. _____.

2. I/We hereby agree to abide by & fulfil all the terms & conditions laid down in the online N.I.T. and the particulars available in the Tender Notice & the details given in the specification/ Description or in default thereof to forfeit & pay the Governor of the state of West Bengal, or his successor in office the penalties/sums/or of money that may be imposed by the Managing Director of W.B.L.D.C.L, 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.

3. We declare that we have achieved / have not achieved (strike out whichever is not applicable) minimum 20 % of sale of the production in the open market other than sale in the Different Dept under Government of West Bengal. **The quoted items commercially available within** (name of the districts in W.B) places . The certification from Chartered Account is attached as per Annexure III-A.

4. I/We declared that the clause 2.13(a) & 2.13(b) are not applicable against our firm M/s.....(Name of the Firm)

5. I/ We are offering rate for the item /items in the BOQ and assured supply as per requirement to the West Bengal Livestock Dev. Corp. Ltd.

6. I/ We declare that we have not been convicted under any provision of Drug and Cosmetics Act, 1945 and any other law in force from any competent authority or by any Court of law.

7. a) **I/ We propose that the order and bill should be raised in our name.** For this, We have appointed M/S having its office..... e-mail address..... (address, contact no and e mail address)

OR

b) **I / We declare that we have no Sales depot or C&F in West Bengal. I/ We propose that order and bill should be raised in favour of our authorized distributor.** For that purpose, we have appointed M/S..... having its office at.....Mobile noE mail address (address with contact no and e-mail address) as authorized Distributor who will receive order and payment in his name on our behalf.

c) The agreement between ourselves and the distributor & other documents has been uploaded.

7. I/We also agree that the decision of the West Bengal Livestock Dev. Corp. Ltd in all matters in respect of this online tender will be final & binding on me.

8. 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.

I am/We are well acquainted with the facts about the firm and the information provided in the tender is true & correct.

Yours faithfully,

Date:

Signature & office seal:

Name of the Firm:

Contact No:

E-mail I.D.:

Address with PIN:

TO BE UPLOADED

ANNEXURE-II

CHECK-LIST

Sl. No.	Name of the documents (ONLY ORIGINAL IS REQUIRED TO BE UPLOADED, PHOTOCOPY IS NOT ACCEPTABLE)	Yes/ No	Page No.				
1.	Application form duly signed whether uploaded (ANNEXURE-I) .						
2.	Check List duly signed whether uploaded (ANNEXURE-II) .						
3.	Valid Exemption Certificate for earnest money deposit <u>only for listed items</u> issued under Price Preference Rules & Registration Certificate for MSME units of the State of West Bengal whether uploaded.						
4.	Scanned copy of valid (renewed & up-to-date) Manufacturing Licence for the products (Drugs & Medicines). Product permission & abstract of the quoted items by the bidder.						
5.	Declaration of the bidder/products for neither blacklisted nor suspended for quoted items in last 2 (Two) years and Declaration having 5 (Five) years manufacturing and marketing experience in the form of Affidavit from Class-I Magistrate or Notary (ANNEXURE-VII) on Non-judicial Stamp Paper worth Rs.10/- whether uploaded						
6.	Scanned copy of valid Certificate of Good Manufacturing Practise (GMP) from the concerned State Drug Control Authority conforming the revised <i>Schedule 'M' /Schedule 'T'</i> whether uploaded.						
7.	Scanned copy of valid Non-conviction Certificate issued by Drug Controller of the concerned State covering the financial years- 2020-21, 2021-22 & 2022-23, whether uploaded.						
8.	Scanned ORIGINAL IT Return for two financial years i.e. 2021-22 & 2022-23 AND Audited Balance sheet of profit & loss account for the year 2020-21, 2021-22 & 2022-23 to be uploaded.						
9.	Scanned Original Certificate issued by Practicing Chartered Accountant stating Average Annual Turnover of the Firm (ANNEXURE-III-A) And the Distributor (if any) (ANNEXURE -III-B) is to be uploaded						
10.	List of items quoted in Excel sheet (with Cat. No. mentioning whether manufacturing /importing, Lice. No. & Pg. No. of the endorsement Copies) (ANNEXURE-IV)						
11.	Scanned ORIGINAL Certificate for supporting non blacklisted nor debarred to participate in tender (ANNEXURE-VII) .						
12.	Item wise Statement of MRP etc. for the items quoted (ANNEXURE-VI)						
13.	FFS & BFS Technology Certification, wherever applicable.						
14.	Sample along with Literature Submission declaration duly signed by both Bidder and Receiver (ANNEXURE-VIII) whether uploaded.						
15.	Agreement between Bidder & Distributor for the out-of state bidder (if bidder wants to supply through distributor) on Non-judicial Stamp Paper worth Rs.10/- whether uploaded.						
16.	Scanned copy of valid Drug Licence whether uploaded(Bidder & Distributor)						
17.	Scanned copy of valid Trade License whether uploaded(Bidder & Distributor)						
18.	Scanned original document of PAN whether uploaded(Bidder & Distributor)						
19.	Scanned copy of valid GSTIN Registration Certificate whether uploaded(Bidder & Distributor)						
20.	Sample Analysis Report from NABL accredited Laboratories/Central Drug Testing Laboratories (with a marking of group and catalogue in the right side top corner) whether uploaded.						
21.	Product Literature for the item(s) quoted whether uploaded.						
22.	Scanned copies of relevant invoices/bills of 2021-22 & 2022-23 for 20% sale of total production of items to any other organisation/party/person other than the ARD Deptt., Govt. of West Bengal whether uploaded.						
23.	Name & Specimen Signature of office of the company who is authorized to make correspondence	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">Name</td> <td style="width: 50%; padding: 5px;">_____</td> </tr> <tr> <td style="width: 50%; padding: 5px;">Specimen Signature</td> <td style="width: 50%; padding: 5px;">_____</td> </tr> </table>		Name	_____	Specimen Signature	_____
Name	_____						
Specimen Signature	_____						

N.B. The above details have been checked by me /us and found correct.

Place:

Date:

Signature of the bidder with office seal

ANNEXURE- III - A**ANNUAL TURNOVER CERTIFICATE (BIDDER)**

(Certificate from Chartered Accountant Firm in the official pad)

This is to certify that having been examined the audited Balance Sheet & P/L accounts and other records of M/Shaving its office at
.....,

It is certified that M/S have achieved minimum 20% sale of the following product(s) in the open market other than Animal Resources Development Dept, Government of West Bengal for the 2021-22 & 2022-23

Name of the product(s)

Sl. No.	Name of the product	Cat No.

And

It is also certified that Annual Turnover Net of Taxes of the firm for the Financial years 2021-22 & 2022-23 are Rs.....Cr., & Rs.....Cr. respectively (as per P/L accounts & Balance Sheet of the firm submitted

Signature of the Chartered Firm with Registration No

Signature of the authorised signatory (bidder)

ANNEXURE- III - B

ANNUAL TURNOVER CERTIFICATE (DISTRIBUTOR)

(Certificate from Chartered Firm in the official pad of CA firm for distributor)

This is to certify that having been examined the audited Balance Sheet & P/L accounts and other records of M/Shaving its office at

.....,

It is also certified that Annual Turnover of the firm for the financial year 2021-22 is Rs. or 202-23 is Rs..... (As per P & L & Balance Sheet of the firm.).

Signature of the Chartered Accountant Firm with Registration No and Official seal.

Signature of the signatory (distributor)

ANNEXURE-IV

List of items quoted in Excel sheet

(Mandatory for Non-Specific / Equivalent Items)

Sl. No.	Group with Catalogue number	Nomenclature with Description as per Catalogue	Accounting unit / Packing as per Catalogue	Manufacturing Licence No With validity period	Manufacturing Licence uploaded (Page No.)	G.M.P. uploaded (Page No)	Non Conviction uploaded (Page No.)	Brand Name

Place:

Date:

Signature of the Bidder with Seal

ANNEXURE-V (OPTIONAL)

(FOR A PERIOD OF LAST 3 YEARS)

PRODUCT MARKET STANDING CERTIFICATE/PERFORMANCE CERTIFICATE

Name and Address of the Manufacturer:

Sl. No.	Name of the Products	Year	Remarks of the Drug Control Authority.
(1)	(2)	(3)	(4)

*Signature of the Drug Control Authority**Name:*

Date:

Place:

NOTE: Bidders shall have to upload product marketing certificate/ performance certificate in the format given by drug control authority. The Catalogue number as quoted by the bidder should be mentioned on the left side of products in this certificate. The item should be marked /highlighted with the marker pen mentioning therein the directorate Cat. No. for each quoted drug item.

ANNEXURE-VI
DECLARATION

I / We _____ the Proprietor/ Authorized nominee(s) of the Firm _____ hereby submit the details of rates hereunder for the **Veterinary Medicines and Feed Supplements** quoted in the Tender against NIT:-

Sl. No.	Group and Catalogue Number	Pack Size	G.S.T (%) As on date	M. R. P. (In Rs.)	Make / Brand * (which value quoted)

*Mandatory to quote the Make specially "Equivalent / Premium Category products" otherwise rate will not be accepted for such products. **No alternative make /Brand will be entertained/ suppressed/alternated/ mentioned/ accepted by the TIA.**

Place:

Signature of the Bidder with Seal

Date:

ANNEXURE-VII

AFFIDAVIT

D E C L A R A T I O N

- I/We _____ the Proprietor/Authorized nominee(s) of the Firm M/s. _____ hereby declare that our firm M/s _____ is neither blacklisted nor debarred to participate in tender by any Government /Authority in last 2 (*two*) years from the date of Affidavit.
- The undersigned is also declaring that our firm M/s _____ is having _____ years manufacturing & marketing experience.
- The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the WBLDCL and or Directorate of A.R.&A.H..
- Certified that I have applied in the Tender in the capacity of individual/ as a partner of a firm and I have not applied severally for the same job.
- I, the undersigned do certify that all the statements made in the attached documents are true and correct. If any declaration submitted is found/ ascertain to be incorrect/ fabricated/ misrepresented/fraudulent etc. accordingly tender will be liable to be cancelled/ terminated immediately & I/ my firm/ company shall also be liable to prosecuted under relevant Section of Indian Penal Code, 1860 along with Indian Information & Technology Act 2008 & any other applicable law for the time being in force in addition to forfeiture of Earnest Money/ Security Deposit.

Place:

Date:

Signature of the Bidder with Seal

NB: DECLARATION IS TO BE UPLOADED IN THE FORM OF AFFIDAVIT FROM CLASS-1 MAGISTRATE / NOTARY

ANNEXURE-VIII**PROFORMA FOR SAMPLE SUBMISSION (specially for Non Specific/equivalent items)
AGAINST NIT# _____**

Sl. No.	Group with number in BOQ	Nomenclature with Description as per BOQ	Accounting unit & Packing as per Catalogue	Quantity submitted (One unit for each sample)with Brochure / Literature	Batch No.	Brand Name of the Product
(1)	(2)	(3)	(4)	(5)	(6)	(7)

IMPORTANT: THIS PROFORMA DULY FILLED IN IS TO BE SUBMITTED IN DUPLICATE AT THE OFFICE OF WBLDCL, HQ (Purchase Section) ; ONE COPY WILL BE RETAINED BY THE RECIPIENT & THE ACKNOWLEDGEMENT WILL BE TAKEN BACK BY THE BIDDER FOR UPLOADING IN E-TENDER PORTAL.

Signature of the Bidder with seal

Name of Firm:

Date:

Place:

The above sample are received in good condition

**SIGNATURE OF THE RECIPIENT WITH DATE & SEAL,
OFFICE OF CENTRAL STORES, WBLDCL, BELGACHIA**

ANNEXURE-IX

PROCEDURE FOR DEBARMENT OF SUPPLIERS AND CONTRACTORS

1. SCOPE

The procedure as laid down in subsequent paragraphs shall govern the debarment of suppliers and contractors ("contractors" for brevity) involved in WBLDCL and Directorate of A.R. & A.H procurement for offenses or violations committed during competitive bidding and contract implementation, for the works under WBLDCL and Directorate of A.R. & A.H.

2. PROHIBITION ON DEBARRED PERSONS/ENTITIES TO PARTICIPATE IN THE BIDDING OF PROJECTS/CONTRACTS OF WBLDCL and DIRECTORATE OF ANIMAL RESOURCES & ANIMAL HEALTH.

A person/entity that is debarred by a procuring entity shall not be allowed to participate in any procurement process under WBLDCL and or Directorate of A.R. & A.H during the period of debarment unless the same has been revoked.

A joint venture or consortium which is debarred or which has debarred member/s and/or partner/s as well as a person/entity who is a member of a debarred joint venture or consortium shall, likewise, not be allowed to participate in any procurement process under WBLDCL and or Directorate of A.R. & A.H during the period of debarment unless the same has been revoked.

3. DEFINITION OF TERMS:-

3.1 Bidder:- A Person/Contractor/Agency/Joint Venture/Consortium/ Corporation participating in the procurement process and/or a Person /Contractor /Agency /Joint Venture /Consortium/Corporation having an agreement/contract for any procurement with the Directorate shall be referred as bidder.

3.2 Tender Committee:

Tender Committee of the WBLDCL and or Directorate of A.R. & A.H

Invitee Member:

Tender committee will invite the member of any particular specialized field.

3.3 Consolidated Debarment List: - A list prepared by the WBLDCL and or Directorate containing the list of bidders debarred by the WBLDCL and or Directorate of A.R. & A.H. The list would be displayed on website of the Corporation or Directorate.

3.4 Contract implementation: - A process of undertaking a project / contract in accordance with the contract documents.

3.5 Debarment: - An administrative penalty, in addition to the contract provision, disqualifying a bidder from participating in any procurement process under WBLDCL and or Directorate of A.R. & A.H for a given period.

3.6 Debarred Bidder: - A Bidder who was disqualified by the competent authority of the WBLDCL and or Directorate of A.R. & A.H.

3.7 Directorate: - Directorate of Animal Resources & Animal Health, West Bengal.

3.8 Entity: - A Person /Contractor /Agency /Joint Venture /Consortium/ Corporation participating in the procurement process and/or a Person /Contractor /Agency /Joint Venture /Consortium/ Corporation having an agreement/contract for any procurement with the Directorate shall be referred as entity.

3.9 Offence: - A violation or breach of a law, regulation, laid down procedure, etc.

3.10 Procurement: - It is the act of buying goods, services or works from an external source. It is favourable that the goods, services or works are appropriate and that they are procured at the best possible cost to meet the needs of the acquirer in terms of quality and quantity, time, and location.

3.11 Procuring Entity / Authority: - The officer authorized by the WBLDCL and or Directorate, for procurement.

4. GROUNDS FOR DEBARMENT

4.1. Submission of eligibility requirements containing false information or falsified documents.

4.2. Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the bidding process.

4.3. Unauthorized use of one's name/digital signature certificate for purpose of bidding process.

4.4. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favour.

4.5. Refusal or failure to post a self-declaration to the effect of any previous debarment imposed by any other Directorate of State Government and / or Central Government or any other Authority.

4.6. All other acts that tend to defeat the purpose of the competitive bidding such as lodging false complain about any bidder, lodging false complain about any officer duly authorized by the Directorate, restraining any interested bidder to participate in the bidding process, etc.

4.7. Assignment and subcontracting of the contract or any part thereof without prior written approval of the procuring entity.

4.8. Whenever adverse reports related to adverse performance, misbehaviour, direct or indirect involvement in threatening, making false complaints etc damaging the reputation of the Directorate or any other type complaint considered fit by the competent authority of the WBLDCL and or Directorate, are received from more than one officer or at more than one occasion from individual officer.

4.9. Refusal or failure to post the required performance security / earnest money within the prescribed time without justifiable cause.

4.10. Failure in deployment of technical personnel, engineers and / or work supervisor having requisite license/ supervisor certificate of competency as specified in the Contract.

4.11. Refusal to accept an award after issuance of "letter of acceptance" or enter into contract with the Directorate without justifiable cause.

4.12. Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period as mentioned in the "Letter of Acceptance", "Letter of Acceptance cum Work Order", "Work Order", "Notice to Proceed", "Award of Contract", etc.

4.13. Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract.

4.14. For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, vis a vis as laid down in the contract.

4.15. Wilful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.

5. CATEGORY OF OFFENSE:-

5.1. First degree of offense:- Sl. No. 4.1 to 4.15 to be considered as first degree of offense.

5.2. Second degree of offence:- Any one of the offences as mentioned under 5.1 above, committed by a particular bidder/contractor/supplier by more than one occasions, be considered as second degree of offense.

In addition to the penalty of debarment, the bid security / earnest money (EMD) posted by the concerned bidder shall also be forfeited in both clauses 5.1 and 5.2

6. PENALTY FOR OFFENSE:-

6.1. For committing 1st Degree of offense:- Disqualifying a bidder from participating in any procurement process under the WBLDCL and or Directorate of A.R.&A.H up to 2(two) years.

6.2. For committing 2nd Degree of offense:- Disqualifying a bidder from participating in any procurement process under the WBLDCL and or Directorate of A.R.&A.H for a period of 3(three) years.

7. PROCEDURE OF DEBARMENT DURING THE PROCUREMENT PROCESS:

7.1 Initiation of Action, Notifications and Hearings.

Any bidder or procurement authority on his own or based on any other information made available to him may initiate the process of debarment proceedings by filing a written complaint with the Tender Committee and such filing of written application has to be done within forty eight hours from the date and time of publication of the result of technical evaluation of any bid.

a) Upon verification of the existence of grounds for debarment, the Chairman of Tender Committee or representative of the authority shall immediately notify the bidder concerned either electronically through his registered e-mail id or in writing to his postal address, stating that:

i) A complaint has been filed against him and prima facie material has been found, which may lead to debarment.

ii) He is requested to submit all relevant documents in support of his defence within five working days after issuance of the notice of Tender Committee/Bid Evaluation Committee.

Such notice should contain the e-mail ID and the postal address of the Chairman of the Tender Committee/Bid Evaluation Committee.

b) The Tender Committee/Bid Evaluation Committee will conduct the hearing within seven working days from the date of receipt of the documents from the alleged bidder. If no appeal has been received from the alleged bidder or after hearing if found sufficient ground for debarment, the Tender Committee/Bid Evaluation Committee shall forward the case to the MD, WBLDCL and or Pr. Secretary / Secretary, A.R.D. Department for order of debarment. The MD, WBLDCL and or The Pr. Secretary / Secretary, A.R.D. Department in due course will issue debarment order disqualifying/prohibiting the erring bidder from participating in the bidding/ procurement process under the WBLDCL and or Directorate of A.R. & A.H. for a specified period. The alleged bidder shall be intimated accordingly either electronically through his registered e-mail ID or in writing to his postal address. The Chairman of the Tender Committee / Bid Evaluation Committee shall also inform the decision to all concerned.

If sufficient reasons for debarment are not found, the Tender Committee/Bid Evaluation Committee would reject the complaint and would allow the bidder to take part in the tendering process.

8. PROCEDURE FOR DEBARMENT DURING THE CONTRACT IMPLEMENTATION STAGE:

a) Upon termination of contract due to default of bidder, the In-charge shall submit his recommendation of debarment of the alleged bidder along with the detailed report stating clearly the reason for debarment to the Tender Committee/Bid Evaluation Committee within thirty days from the date of termination of the contract. The alleged bidder shall be intimated accordingly through his registered e-mail ID or in writing to his postal address.

b) Tender Committee/Bid Evaluation Committee upon receipt of the recommendation of the In-charge shall scrutinize the documents. The Tender Committee/Bid Evaluation Committee will hold a hearing about the matter from the bidder. After hearing if found sufficient ground for debarment, the Tender Committee/Bid Evaluation Committee shall forward the case to the MD, WBLDCL and or Pr. Secretary / Secretary, A.R.D. Department for order of debarment. MD, WBLDCL or Pr. Secretary / Secretary, A.R.D. Department in due course will issue debarment order disqualifying/prohibiting the erring bidder from participating in the bidding/procurement process under WBLDCL and or Directorate of A.R, &A.H for a specified period. The alleged bidder shall be intimated accordingly either electronically through his registered e-mail ID or in writing to his postal address. Otherwise the Tender Committee/Bid Evaluation Committee may reject the recommendation of the In-charge. The Chairman of the Tender Committee /Bid Evaluation Committee shall also inform the decision to all concerned.

9. STATUS OF DEBARRED BIDDER:-

a) Bidder placed under suspension] debarment by the competent authority will not be allowed to participate in any procurement process, within the period of debarment, in any procurement process under WBLDCL and Directorate of A.R. & A.H. The earnest money of the debarred bidder shall stand forfeited.

b) If the Debarment Order is issued prior to the date of issue of “Letter of Acceptance”, “Letter of Acceptance cum Work Order”, “Work Order”, “Notice to Proceed”, “Award of Contract”, etc for any bid, the debarred bidder shall not be qualified for award for the said bid and such procurement process will be dealt with as per existing norms by simply excluding the erring bidder.

c) If the Debarment Order is issued after award of a project/contract to the debarred bidder, the awarded project/contract shall not be prejudiced by the said order provided that the said offense(s) committed by the debarred bidder is not connected with the awarded project/contract.


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



WEST BENGAL LIVESTOCK DEVELOPMENT CORPORATION LIMITED

(A Govt. Of West Bengal Undertaking)

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

NIT No. WBARD/WBLDC / NIT-730e/ 2024-25

Dated 22/07/2024

ANNEXURE-X

Group-A.

FEED SUPPLEMENTS (AMINO ACIDS)

Sl. No.	Nomenclature with Description	Pack Size	Make	Put to Tender Value (Rs in Lakh)
1	LYSINE HYDROCHLORIDE CONTAINING L Lysine:78.8%	25 Kg Bag	AJINAMOTO/MEIHUA/FUFUEN /EPPEN	70
2	DL-METHIONINE ,FEED GRADE 99%	25 Kg Bag	EVONIK/SUMITOMO/ADISSEO/ CJ	90
3	L-THREONINE CONTENT MIN 98.5%	25 Kg Bag	EVONIK/FUFUEN/AJINAMOTO/ CJ	25
4	VALINE 96.5% MINIMUM	25 Kg Bag	C J/ FUFENG/MEIHUA	25
5	ARGININE 98.5% MINIMUM	25 Kg Bag	C J/ Equivalent	12
6	TRYPTOPHAN 98%	10 Kg Bag	C J/Equivalent	9
7	FEED GRADE SYNTHETIC AMINO ACID L-ISOLEUCINE-98.5%	25 Kg Bag	CJ/EQUIVALENT	5


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