



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-827e/ 2024-25

Dated 06/12/2024

SUPPLY OF VARIOUS VACCINES BY MAINTAINING PROPER COLD CHAIN IN DIFFERENT UNITS UNDER W.B.L.D.C.LTD WITHIN WEST BENGAL SUBJECT TO THE TERMS AND CONDITIONS AS LAID DOWN IN ANNEXURE- I, II, III & IV.


SET OF TENDER DOCUMENTS (ON LINE)

Each set contains :-

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

LAST DATE FOR SUBMISSION OF TENDER (ONLINE): 28/12/2024 (Up to 11:30 A.M.)

Publish Date	06/12/2024 at 06:55 P.M	Document download / Sale end date	28/12/2024 at 11:30 A.M.
Document Download / Sale Start Date	06/12/2024 at 06:55 P.M	Clarification End Date	28/12/2024 at 11:30 A.M.
Clarification Start Date	06/12/2024 at 06:55 P.M	Bid Submission End Date	28/12/2024 at 11:30 A.M.
Bid Submission Start Date	06/12/2024 at 06:55 P.M	Technical Bid Opening Date	30/12/2024 at 11:30 A.M.
Pre Bid Meeting Date (Mandatory)	22/11/2023 at 2:00 P.M	Financial Bid Opening Date	To be informed latter


(Dr. Utpal Kumar Karmakar)
Managing Director
W.B.L.D.C. Ltd.



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NOTICE INVITING e-TENDER

**NIT No. WBARD/WBLDC / NIT-827e/ 2024-25 dated 06/12/2024 FOR
PROCUREMENT OF ANIMAL/POULTRY VACCINES. (Submission of Bid through NIC e-
tender portal --- <http://wbtenders.gov.in>)**

E-TENDERS ARE INVITED FROM **BONAFIDE SUPPLIERS/ MANUFACTURER/ AUTHORISED
DEALER & DISTRIBUTORS** FOR SUPPLY OF VARIOUS VACCINES BY MAINTAINING
PROPER COLD CHAIN IN DIFFERENT UNITS UNDER W.B.L.D.C.LTD FOR **2024-25**
SUBJECT TO THE TERMS AND CONDITIONS AS LAID DOWN IN ANNEXURE- I, II, III & IV

LAST DATE FOR SUBMISSION OF TENDER (ON LINE) : 28/12/2024 at 11:30 A.M.

- (1) Necessary Earnest Money / Security Money is to be submitted for participation in the tender through ICICI Bank Payment Gateway (vide Finance Deptt. Memo No. 3975-F(Y) dated 28/07/2016) online as per Annexure – IV sl. no. 19 & 20.
- (2) Detailed terms & conditions, BOQ (Bill of Quantities) are obtainable from website <http://wbtenders.gov.in> for free of cost. **Submission of tender by the tenderer can be made with the help of DSC (Digital Signature Certificate) in this website(<http://wbtenders.gov.in>).**
- (3) Tenders should normally be floated in two parts - one Technical Bid (BID-A) and other Financial Bid (BID-B).
- (4) Above tender for Animal Feed Ingredients must be supported by:
 - (a) Earnest Money / Security Money shall have to be deposited through ICICI Bank Payment Gateway (vide Finance Deptt. Memo No. 3975-F(Y) dated 28/07/2016) **ONLINE** as prescribed in the **TENDER DOCUMENT** in favour of the **West Bengal Livestock Development Corporation Limited, Payable at Kolkata.**
 - (b) **GST Registration Certificate**
 - (c) **Professional Tax Clearance Certificate valid up to 31/03/2025.**
 - (d) **Trade License valid up to 31/03/2025.**
 - (e) **PAN Card.**
 - (f) **I.T. Return as on 31/03/2023. (A.Y. 2023 – 2024)**
 - (g) **Upload copy of N I T duly digitally signed.**
 - (h) **Upload Annexure – V & VI (with Seal & Signature on Company Letter Head)**
 - (i) **Rate as per B.O.Q., item-wise must be quoted in per unit/vial/ample of 1000 Doses
Basis as mention in BOQ.**



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A. TECHNICAL BID : 'BID-A'

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

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

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

Sl. No.	Category	Sub Category Description
1	CERTIFICATES – ✓ All valid up to date ✓ All certificates are to be furnished in English Vernacular ✓ Affidavit are not valid ✓ Scanned original copy	(1) PAN Card of the authorized signatory (2) Prof. Tax clearance certificate with challan valid up to 31/03/2025 (3) GST Registration certificate. (4) IT returns of 2023 – 2024 Assessment year. (5) Trade License valid up to 31/03/2025. (6) Authorization/ Manufacturer certification.
2	COMPANY DETAILS (valid up to date), scanned original copy	(7) Details communicational address of the client (within West Bengal) must be indicated in the Credential Certificate.

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

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

- The Contractor is to quote the rate **for the Items on Item-wise BOQ format** of the components as specified in the BOQ. **The rate should be quoted per unit/vial/ample of 1000 doses as mentioned in BOQ and FOR Item Basis** in the BOQ in one cover (folder) encrypted in the B.O.Q. under Financial Bid.
- Rate quoted shall be including GST other taxes and all other charges.**
- Only downloaded copy of the B.O.Q. is / are to be uploaded quoting the rate, virus scanned and digitally signed by the contractor.

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


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ANNEXURE-I

1. Quantity of Vaccines shown in Annexure III & BOQ are approximate / estimated quantity only. The Corporation invites offers on rate contract basis.
2. Rate Contract: Rate contract will mean a contract to supply of Vaccines on demand at a fixed agreed rate valid **from 01.01.2025 to 31.12.2026** to all units under this Corporation during the subsistence of the tender. It may be extended for another period of 6 months on Mutual Agreement.
3. The Corporation reserves the right to make contract / agreement with more than one supplier for supply of vaccines at the lowest approved rate.
4. The registered / authorized suppliers/ Manufacturer who will be in position to **complete supply within 7 days from the date of receipt of the delivery order** or earlier if mutually agreed upon and arrange supply in accordance with the delivery schedule of the Corporation are requested to submit offers only. Once order placed or contract made, grounds of non-availability / non-arrival of wagons / trucks or delay in dispatch by principals(s), suppliers(s) etc. will not be accepted and failure to supply materials as per the delivery schedule will be penalized.
5. Delivery of materials will be accepted from 9:00 a.m. to 3:00 p.m. at the plant/ Farm site on working days with maintaining proper cold Chain. The Supplier is required to arrange for unloading and stacking of the materials in Suitable Area of preservation as indicated from time to time. In the absence of such arrangement for unloading and stacking during delivery, the supplier will be responsible for any consequential loss / expenditure.

SIGNATURE (IN FULL)

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

**Sd/-
FOR & ON BEHALF OF –**

WEST BENGAL LIVESTOCK DEVELOPMENT CORPORATION LIMITED

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

(SEAL OF THE FIRM)



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ANNEXURE-II

1. Rates quoted above are on 1000 **doses of vaccine in ampule/vial/unit basis as mentioned in BOQ** and inclusive of G.S.T. and all other charges such as delivery and stacking etc. in your go-down as per instructions of the officer-in-charge, store-in-charge of concerned plants.
2. Materials will be supplied in sound & **serviceable by maintaining proper Cold Chain**. I / We will be bound to take back the materials **packed/dispatched in improper way /without taking special care** . Materials will be free from lump, adulterants insect and fungus infestation, rancidity and undesirable odour, dirt, foreign materials, toxic materials and metallic pieces. Materials will be supplied from fresh stock suitable for **animal / poultry birds immunization process**. Minimum Shelf Life will be 6 (Six) Months having proper batch No. , date of Expiry .
3. Weighment/ Verifications, sampling and Immunological/ Serological test (if required) of consignment / supply done at your Laboratory will be acceptable to me / us. I / We also understand that Serological test (Titre) / analysis of samples may be done by any independent laboratory also.
4. This offer holds good for a period upto the date stipulated in the work order for which the tender is invited and I am / We are bound to supply the material at the quoted agreed rate if order is placed for any quantity within the validity period for acceptance of this tender.
5. I / We (Manufacturer / Authorized person) shall be bound to supply the material as per **quantity and quality and Make/Brand only/Date of Prepared/Validity (No Repacking only original sealed pack as per pack size)** mentioned in purchase order / delivery schedule. Further I / We shall completed supply within 7 (seven) days of placement of order / instruction.
6. I / We shall be bound by the terms and conditions contained in the tender notice and its annexure I, II, III, IV, V,VI and execute the order accordingly. In case of failure to supply as per delivery schedule, the corporation will have the right to take appropriate measures including risk purchase and I / We will be bound to pay the difference in prices, if any.

Yours faithfully,

For and on behalf of _____

(Seal of the Company/Concern)

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

Name of the Concern _____

Address _____

Office & residential telephone No. _____

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



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ANNEXURE–III (CATALOGUE)

Sl. No.	Name of Vaccines	Presentation (Vial)	Make	Min. Required Quantity in Doses	Vaccines have to be delivered in different units under WBLDCL and rate to be quoted per Vials/Ampule of respective doses as mentioned
1	Marek's Vaccine live	1000 doses	MSD / Zoetis / Hester /Boehringer	200 vials	
2	ND clone 30 live	1000 doses	MSD	200 vials	
3	NDVH Live	1000 doses	Zenex AH	200 vials	
4	ND B1 Live	1000 doses	Venkys / Hester	200 vials	
5	Clone LaSota Live	1000 doses	Indovax	200 vials	
6	La Sota Live	1000 doses	Hester / Intervet/ Ventri	200 vials	
7	Dalguban N+ Live(Genotype 7)	1000 doses	Virbac	200 vials	
8	R2B Live	1000 doses	Ventri / Indovax / Hester	200 vials	
9	Live IB-M48/ IB Mass	1000 doses	Hester / Ventri	200 vials	
10	CEVAC I BIRD Live	1000 doses	CEVA	200 vials	
11	IB 4/91 live	1000 doses	Virbac (Globion)	200 vials	
12	IB Live H120	1000 doses	Ceva/Zenex- AH(Phibro)/Hester	200 vials	
13	IB Ma 5 Live	1000 doses	MSD	200 vials	
14	Gallivac IB 88 NEO	1000 doses	Boehringer	200 vials	
15	NDVH + IB -120 Live	1000 doses	Zenex- AH(Phibro)/Hester	200 vials	
16	IB Ma 5+ Clone30 Live	1000 doses	MSD/Phibro	200 vials	
17	IB + LaSota live	1000 doses	Ventri	200 vials	
18	LiveB1 + M48	1001 doses	Hester/Indovax	200 vials	
19	IBD Intermediate plus live	1000 doses	Ventri / Hester	200 vials	
20	IBD Intermediate STD live	1000 doses	Ventri / Hester	200 vials	
21	IBD MB / D78 live/ Bursa B2K	1000 doses	Zenex- AH/MSD / Indovax	200 vials	
22	Pigeon Pox Live	1000 doses	Ventri	200 vials	
23	Fowl Pox Live	1000 doses	Ventri/Indovax/Virbac/Hester	200 vials	
24	AE + Pox Live	1000 doses	Virbac (Globion) /Boehringer	200 vials	
25	Salmonella SG9R	1000 doses	MSD	200 vials	
26	BIO-VAC SGP 695	1000 doses	Stallen	200 vials	
27	CAV live/ CAV-P4 Live	1000 doses	Hester / MSD	200 vials	
28	Reo Live	1000 doses	MSD	200 vials	
29	Vaxsafe MG ts-11 + Vaxsafe MS (MG-Live)	1000 doses	Zoetis	200 vials	
30	ND Killed	1000 doses	Hester/Zenex- AH(Phibro)	200 vials	



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31	VAKSIMUNE NDL INACTIF (G-7+13)	1000 doses	VAKSINDO	100 vials	
32	IB Multi Killed	1000 doses	Ventri	100 vials	
33	ND2 + IB2 Killed	1000 doses	Virbac (Globion)	100 vials	
34	VAKSIMUNE NDL + IB PLUS	1000 doses	VAKSINDO	100 vials	
35	ND+ IB Multi Killed	1000 doses	Indovax/MSD/Stallen/Hester	100 vials	
36	3 Way Killed (ND+IB+IBD)	1000 doses	Phibro / MSD	100 vials	
37	4 way killed (ND + IB + IBD + Reo)	1000 doses	MSD / Phibro / Zoetis	100 vials	
38	Inactivated IBD+, ND	1000 doses	Hester	100 vials	
39	Reo Killed	1000 doses	MSD	100 vials	
40	Tri Reo killed	1000 doses	Zoetis	100 vials	
41	Infectious Coryza Killed(IC)	1000 doses	Ventri / Hester / Zoetis	100 vials	
42	ND+IB+IC Killed	1000 doses	Boehringer / Stallen	100 vials	
43	Fowl Cholera(FC)	1000 doses	Phibro / Hester / Ventri	100 vials	
44	FC + IC Killed	1000 doses	Ventri	100 vials	
45	Salmonella Killed	1000 doses	Ventri/Hipra	100 vials	
46	AE Killed	1000 doses	Ventri/Hester	100 vials	
47	MG Killed	1000 doses	Zoetis / Stallen	100 vials	
48	MS Killed	1000 doses	Stallen	100 vials	
49	IBH Killed	1000 doses	Globion / Ventri/ INDOVAX	100 vials	
50	Encivax Killed (VVND-LPAI)-Red Cap	1000 doses	Indovax / Hester	100 vials	
51	Polyvax (NB) Killed- Bonze Cap (VVND-HPAI)	1000 doses	Indovax / Hester	200 vials	
52	Polyvax (NBG) Killed- Bonze Cap (VVND- LPAI+HPAI)	1000 doses	Indovax / Hester	100 vials	
53	Inactivated Pullet ND 2000 (Green cap)- VVND-LPAI	1000 doses	Hester	200 vials	
54	Inactivated Pullet ND 2000 (White cap) VVND-HPAI	1000 doses	Hester	200 vials	
55	Inactivated Pullet ND 2000 (Red cap) (VVND- LPAI+HPAI)	1000 doses	Hester	100 vials	



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Sl. No.	Name of Vaccines	Presentation (Vial)	Make	Min. Required Quantity in Doses	Vaccines have to delivered in different units under WBLDCL and rate to be quoted per Vials/Ampule of respective doses as mentioned
56	Inactivated Pullet ND 2000 (Yellow Cap) LPAI + G-7+ G-13	1000 doses	Hester	50 vials	
57	Astro Killed	1000 doses	Ventri	50 Vials	
58	Nano Gray	1000 doses	Hester	100 Vials	
59	E. coli Inactive Killed	1000 doses	MSD	20 Vials	
60	ND + VVND	1000 doses	Hester/Indovax/Virbac	60 Vials	
61	Effiboost tablet	1000 pieces	Hester	1000 pack	


N.B: In case of non -availability of 1000 doses pack size entire dose will be calculated based on multiplication of 1000 Doses / as informed by the Unit-In-Charge . Corporation / Farms / Units is not liable to lift the High pack size /higher doses unit Pack size if not mentioned in Supply Order.

- **RATE SHOULD BE QUOTED PER 1000 DOSES BASIS IN BOQ ONLY .**

Different Units under WBLDCLtd. where Vaccine to be supplied :

(Freight will be included in quoted rate irrespective of delivery location as mentioned above)

1. Kalyani Layer Farm, Rathtala, Kalyani , Nadia, PIN-741235
2. Kalyani Duck Breeding Farm, SLF Campus, Kalyani , Nadia, PIN-741235
3. Contract Broiler Farming , South Bengal at Haringhata , Nadia, PIN-741246
 - a) Baruipur Unit-BDO Office Campus , Baruipur , South 24 Pargonas.
 - b) Burdwan Unit- Nawabhat, Fagupur, Purba Burdwan-713104
 - c) Durgapur Unit- DPL Township , Durgapur-2,PS: Cokeoven , Dist : Paschim Burdwan , PIN713202
 - d) Midnapur Unit- Ashokenagar,Pachim Medinipur,PIN-721101
 - e) Berhampur Unit -Old Kandi Bus Stand, Berhampur, Murshidabad, PIN-742101
 - f) Haringhata Unit - Haringhata , Nadia, PIN-741246
 - g) Suri Unit , Purander pur , Birbhum , Chandan Nagar -Hooghly , Purulia Units.
 - h) Alipurduar unit, Coochbehar Unit ,
4. Broiler Breeding Farm , Fulbari, Jatiakali ,Jalpaiguri, PIN-734015
5. Contract Broiler Farming , North Bengal at Phansidewa ,Coochbehar and Alipurduar ,Malda
6. Commercial Layer Farm , Mekhliganj/ Malda/Salboni /Haringhata/Saltora/Purulia
7. Other units under WBLDCL within West Bengal


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ANNEXURE -IV

Terms & Conditions for Purchase of Animal/Poultry Vaccines through e-tender.

Tender shall be submitted in English.

Price and all other charges shall be quoted in figures.

01. **Rate:**

a) Rate should be quoted for supply of items on **doses/vial/ampule of 1000 doses basis as mentioned in BOQ** inclusive of all charges such as G.S.T. loading, transportation, unloading and stacking etc. at Plant Site / Farm as per instruction of the Officer In-charge of the Plant concerned.

Rate should be quoted on **rate contract basis**. The Corporation **does not guarantee purchase of all items as well as the invited quantity** and order/s shall be placed for the actual requirement.

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

b) Unless invited in writing, counter offers, after opening of tenders, shall not be entertained by the Corporation and all suo motu correspondence or communication or negotiations by a person which forms the basis of such counter offer or which in effect leads to such counter offer shall be void ab-initio.

c) **GST & Proper Authorization of Vaccine Brand**: certificate shall have to be uploaded

d) Tenderer shall not be entitled to claim any cost, charges, expenses or incidentals for or in connection with the preparation and submission of their tenders even though the corporation may elect to withdraw, the notice inviting tender or reject all the tenders without assigning any reason.

e) In the event of the tender being submitted by a partnership firm, it must be signed separately by each partner thereof. In the event of absence of any partner, it must be signed on his behalf by a partner holding, power of attorney authorizing him to do so and a certified copy of power of attorney should be submitted along with tender.

f) In the case of company the tender should be executed in the manner as laid down in the said Company's Articles of Association & Memorandum of Association.

g) Tenders not submitted in the prescribed annexure form and if they are not complete in all respects, may be rejected.



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h) Clear Understanding:

When a tenderer submits his tender in response to the corporation's tender notice / enquiry he will be deemed to have understood fully the contents, the requirements, terms & conditions of the tender. No subsequent consideration of any nature, what-so-ever, shall be extended. Any offer made in response to the tender, when accepted by the corporation, will constitute a contract between the parties.

i) Agreement:

The purchase order / contract resulting from the tender and any amendment to be issued subsequently to the terms & conditions and stipulations will constitute the entire agreement relating to the tender between the successful tenderer and the Corporation and both parties shall be bound by the terms & conditions. No execution of separate deed would be necessary.

2. The “**Corporation**” shall mean and include the registered office at Building No. 2, Block: LB 2, Sector-III, Salt Lake City, Kolkata – 700 106 (Land Mark: 16 No. Water Tank) all its branches, as the case may be, authorized to deal with all matters relating to this contract on its behalf.

3. Validity of offer:

Rates offered by the successful tenderers shall remain valid from **1st January-2025 to 31st December -2025** or for such extended period as may be mutually agreed upon and the supply at the accepted rate shall be made up to the last working day of the month / months for which the tender is invited unless a longer period is agreed upon mutually.

No revision / modifications in tender rate or withdrawal of offer will be allowed during the period of validity of the tender or its extended period, if any.

Generally one order for supply of required quantity shall be placed **as and when required basis per Farm/Unit per month** . However, ordered quantity of any supply order may be revised or more than one supply order / no supply order per month may be placed and placed only when it is so needed.

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



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4. **Corporation not bound by personal representation:**

The supplier shall not be entitled to any increase in rates or any other rights or claim whatsoever by reason of any representation, explanation or statement or alleged representation, promise or guarantee given or guarantee to have been given by any employee of the corporation.

5. **Quality:**

Goods should conform to the corporation's specification and standard as laid down in Annexure -III. **It should be preserved in proper cold chain or as per direction from Original manufacturer in store and protocol have to maintain during transportation strictly**. It should be free from dirt, extraneous matter including metallic objects, castor seed toxic materials and toxin. The supply should be from fresh stock and fit for **animal and poultry immunization process**. Repacking /Adulteration/Alteration is strictly restricted .

6. **Packing:**

Material should be Packed in sound **with Diluents as specified with Vaccines (Clear indication of Manufacture Date, Batch No, Brand Name, Manufacturer Trade Mark/Hologram, Composition etc,)** and serviceable **pack by maintaining proper protocol/ cold chain** as per manufacturer specification rather custom packing . Supply in torn / damaged pack ,unprinted ,customized size , Non-Specific /non-standard items will not be accepted.

7. **Quantity:**

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

8. **Delivery:**

- a) Time and date of delivery are the essence of the contract and goods must be delivered as per the delivery schedule (**in regular manner**) specified in the purchase order. Generally the delivery period will be completed within 7 (Seven) Days . In the event of falling to effect the supply according to the delivery schedule of the purchase order, the Corporation may deduct 2% of the value of the undelivered quantity as Penalty for non compliance of the delivery schedule against the specific order. Extension of delivery schedule shall not ordinarily be granted except in situations described in **clause 13** herein below. The Corporation will have the option to cancel the whole or any part of order / contract and / or purchase the material from alternative source at the risk, responsibility and cost of defaulting supplier.
- b) Delivery of materials will be accepted from 9:00 a.m. to 3:00 p.m. at the plant site on working days. The Supplier is required to arrange for unloading and stacking of the materials in **FARMS** as indicated from time to time. In the absence of such arrangement for unloading and stacking during delivery, the supplier will be responsible for any consequential loss / expenditure.



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

d) **Inspection of the Stock:**

vaccines will be inspected at the Plants/Farms of corporation. If the consignment is found in conformity with clause no. 6 of the terms and conditions and physical character of the item on visual examination, organoleptic/Serological 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/unwanted /**Improper Titre/Concentration** of Vaccines, the consignments shall be confiscated with the approval of the competent authority and no payment shall be made for the confiscated material.

9. (a) **Weighment:**

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

(b) **Sampling of Vaccines:**

Sampling/Testing (If required) of materials done at the plant/Farms where the authorized representative of the supplier may remain present shall be final and conclusive. Representative samples from each consignment or number of consignments against the same order arriving on the same day, shall be taken and divided into two parts and packed. The authorized representative, if available at site, shall sign four slips to be kept inside each of the packs which shall then be sealed in his presence. One of the two representative samples shall be handed over to the supplier's representative. Out of the remaining shall be sent to the laboratory of the **Corporation laboratory for serological analysis**. Above practice / procedure for testing of Vaccines shall remain in force in case of rejection of **vaccines in part or full subject to serological report**.

(c) **Serological Test / Analysis (if required):**

Serological test / analysis of the sample of the materials supplied by the Agency shall be done at the Corporation's laboratory and the resultant of Physical observation shall be final and conclusive. In case of any dispute with regard to the other specification, on the basis of written request from the concerned suppliers, one of the two preserved samples shall be sent for retesting to any Government recognized approved laboratory in India, provided such written request of the supplier reaches Corporation's respective plants where supply has been made, within 15 (fifteen) days from the date of issuance of the test report of the analysis done failing which claim for retesting shall not be entertained.



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10. **Deduction**

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

11. **Lifting of Rejected Stock:**

The Corporation reserves the right to reject whole or part of the consignment not in conformity with the specification given in the purchase order / contract. The rejected stock must be removed by the supplier/s at his / their own cost within 15 days from the date of receipt of the rejection notice, failing which the supplier/s shall be liable for payment of **rent as demurrage @ Rs. 50/-per day as Lot** . If the rejected materials are not lifted within 30 days from the date of receipt of the intimation of rejection, the rejected stock shall be disposed off by the Corporation at the risk and cost of said supplier and any expenses and / or loss incurred / suffered by the Corporation in such event shall be realized from the supplier's security money / bills for payment against the existing contract or any other contract. In no case, the Corporation will undertake any responsibility for the rejected materials.

12. **Non -Supply:**

In the event of non-supply, the Corporation shall at its discretion resort to either of the following option or a combination of these.

a) **Risk Purchase:**

In the event of supplier/s failing to effect the supply according to the delivery schedule of the Purchase order / Contract, the corporation at its discretion may make risk purchase from the open market or from other participant suppliers (other than the defaulter) or in any manner as may be found suitable by it and the supplier/s shall be liable for payment of the difference in price, if any, between the price for the purchase made and the contracted price. This may be realized from the security money and / or from the bills ready for payment against this contract / order or any other contract / order by informing the concerned supplier/s and in case of such repeated occurrence exceeding more than two occasions, they may be liable to be blacklisted. In the event of risk purchase, the defaulter/s shall not be allowed to participate in the tender / quotation / enquiry related to the said risk purchase.

b) **Penalty:**

In the event of suppliers failing to effect the supply according to the delivery schedule of the purchase order / contract the Corporation may at its discretion deduct / forfeit 2% of the value of the undelivered quantity as penalty for non-compliance of the order in full from the suppliers security money / bills pending for payment and treat the defaulted order as cancelled for undelivered quantity.

13. **Force Majeure:**

- a) If at any time during the currency of the order / agreement, it becomes impossible on the part of supplier to comply with delivery schedule for reasons of war, or likely situation lawful strike and lockouts, riots, civil commotions, epidemic, pestilence, earthquakes, fire, storm or flood or any other act of god the supplier during the continuance of such contingency may not be bound to execute the contract as per order / agreement / contract. The supply shall be resumed immediately after the contingency has ceased or otherwise determined and supplier's obligations shall continue to be enforceable for corresponding extended period after the resumption of execution. The supplier shall, however, inform the Corporation by registered post about such acts duly certified by the local Chamber of Commerce at the beginning and end of the above causes of delay within 7 days of occurrence and cessation of such force majeure conditions.
- b) In the events of the delay lasting over one month arising out of causes of force Majeure, the Corporation reserves the right to cancel the contract / agreement / order without any compensation.
- c) Only that event of force majeure which affects the order progressing at the time of its occurrence shall be taken into consideration. The Corporation shall not be liable to pay extra cost due to delayed supplies made under force majeure.
- d) Delays due to non availability of wagons etc. will not be considered as event of force majeure.
- e) If the Corporation is not in a position to receive material as per terms of delivery due to anyone of the' following reasons, it reserves the right. to suspend normal supply until the position returns to normal or even to terminate the contract if it is beyond its control to accept suppliers in the event of following situations:

“Strike, Lockout, accumulation of stocks or non availability of storage space or any natural calamities or act of god which affected the production in the factory / factories of the Corporation”

14. **Law covering the contract:**

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

15. **Waiver not to Impare the rights of the Corporation:**

Delay in exercising or omission to exercise any right, power or remedy accruing to the Corporation upon any default under the contract shall not impair any such right, power or remedy or shall not be construed to be waiver thereof or any acquiescence in such default, nor shall action or inaction of the Corporation in respect of any default affect or impair any acquiescence by it.

16. **Office Bearers of the Corporation not individually liable:**

No Director, Official or Employee of the Corporation shall in any way be personally bound or liable for the acts or obligation of the Corporation under the contract or answerable for any default or omission in the observance of performance of any act matters or thing, which are herein contained.



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17. **Non Performance of Contract / Order, Cancellation of Contract / Order, Rights of the Corporation:**

- a) The Corporation reserves the right to cancel the contract if the quality of the material delivered does not conform to the required specifications and also if the deliveries are not made in accordance with the delivery schedule as indicated by the Corporation.
- b) Any bribe, commission gift or advantage given, promised or offered by or on behalf of the tenderers their partners, agents or servants to any officer / employee / representative of the Corporation for obtaining or for the execution of this existing or any other contract / order or for receiving payments under the contract, shall in addition to the criminal liability that may be incurred, lead to cancellation of the existing or any other contract and shall also make it, obligatory on the part or the tenderer to compensate the Corporation for any loss suffered by it due to cancellation described above. This will be without any prejudice to the Corporation's right & remedies as per the terms of the contract or any other law in force.

18. **Change in Constitution:**

- a) Where the suppliers is a partnership firm, a new partner shall not be introduced in the firm except with the prior consent in writing of the Corporation which may be granted only upon furnishing a written undertaking by the partner to perform the contract and accept all liabilities incurred by the firm under the contract period to the date of such undertaking.
- b) On the death or retirement of any partner of the supplier firm before complete performance of the contract, the Corporation may, at its option cancel the contract and in such case the supplier shall have no claim whatsoever, for compensation against the Corporation.
- c) If the supplier is proprietorship firm and the proprietor dies during the continuance of the contract, the Corporation shall have the option to terminate the contract / order without compensation. This will be without any prejudice to other rights and remedies available to the Corporation under the contract.

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

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

Deposit of Earnest Money : Rs. 50,000.00

Exempted bidders should invariably submit their valid exemption certificate issued by Govt. of West Bengal/Govt. of India / any other competent authority in the technical bid folder .



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In case of successful tenders, earnest money shall be converted into security money, which is refundable at the option of the supplier after the supply has been completed in all respects. If the earnest money deposited does not suffice to cover the security money the balance amount shall have to be deposited within the stipulated period of seven working days as mentioned above. Earnest / Security money shall not carry any interest.

20. **Forfeiture of Security Money:**

If the supplier/s falls to perform or observe or neglect any of his / their obligation under the agreement / contract / order, it shall be lawful for the Corporation to forfeit either in whole or in part, in its absolute discretion, the security money furnished by the supplier or any part thereof towards the satisfaction of any sum due to be claimed from the supplier or any damage and / or destruction and / or losses and / or charges and / or expenses or cost and / or deterioration that may be suffered or incurred by the Corporation and its decision in this respect shall be final and binding on the supplier.

21. **Non Acceptance of Offer:**

In cases where the Corporation finds that the rate/s obtained in the tenders for any or all items are much higher than the prevailing market rate/s, for such items, the Corporation holds discretion to procure the material/s from open market through open enquiry or post tender negotiation or in any other manner found suitable by it. Any counter offer from the tenderers however, will not be entertained, unless such offer is called for by the Corporation. Any representation for negotiation in price and quantity after opening of tender/quotation will amount to cancellation of tender / offer of concerned tenderer / offerer.

22. **Payment:**

Subject to compliance on the part of the supplier with the terms & conditions of the tender / contract / order, full payment of the bills of delivery will be made **on or after 30 days** by RTGS/NEFT after submission of the same complete in all respect.

23. **Submission of Bill:**

Bill should be submitted in duplicate along with original / 1st copy of receipted challan certified by the concerned officer of the plant. Purchase Order no. & date, extension latter ref. no. (if any), challan no. & date of delivery item, no. of packs, quantity supplied in net doses, should be mentioned in the bill. The time of payment will be counted from the date of submission of proper bill complete in all respects. The Corporation will not take any responsibility for the wrong / disputed bills and the bill/s, which are not in proper order.

24. **Variation in Quantity**

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



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NIT No. WBARD/WBLDC / NIT-827e/ 2024-25

Dated 06/12/2024

25. **Sales Conditions:**

With the acceptance of the tender with all the terms & conditions set forth by the Corporation, all and any other general sales conditions stand waived.

26. **Notice:**

Any notice hereunder may be served on the supplier by registered mail or through special messenger of the Corporation at his last address available with the Corporation. Proof of issue of any such notice shall be conclusive evidence that the supplier has been duly informed.

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

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

28. **Exigency:**


In cases of exigency requiring continuity of production, the Corporation, at its discretion may purchase any / all Vaccines from the open market or in any manner found suitable by it and the terms and conditions, incorporated herein before in guidance of the procedure shall not apply to such act of the Corporation.

29. **Prerogative of the Corporation:**

The Corporation is not bound to accept the lowest tender and reserves the right to accept or reject any or all tenders in full or part and / or increase / decrease the quantity to be supplied and / or split any tender in parts without assigning any reason whatsoever. No claim for compensation etc. whatsoever, will be entertained by the Corporation for rejected tenders.

30. **Right to modify terms:**

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


(Dr. Utpal Kumar Karmakar)
Managing Director
W.B.L.D.C.Ltd.



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ANNEXURE - V

Application Format (MANDATORY)

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

To

The Managing Director

West Bengal Livestock Development Corporation Limited

Bldg. No. 2, LB-2, Sector – III,

Salt Lake City,

Kolkata-700 106.

Sub : NIT for Supply of Animal/Poultry birds' Vaccines.

NIT No. WBARD/WBLDC / NIT-827e/ 2024-25

Dated 06/12/2024

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

.....
Signature & Seal of the Bidder

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

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

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

At (address).....

P.O.....

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

Ref.: eNIT No. WBARD/WBLDC/NIT-827e/2024-25 dated 06/12/2024

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.
6. That I promise to abide by all the stipulations (terms and conditions as mentioned in e-NIT) of the contract documents and to carry out and complete the work in due time as mentioned in Award of Contract to the full satisfaction of the Engineer-In-Charge, ***Otherwise necessary Clauses as per rules will be imposed on me / us.***

Signature of the Deponent(s).

Name in Block letters :

Designation :

PROFORMA FOR AGREEMENT OF CONTRACTUAL CONTRACT

This Agreement is signed and executed on this day of....., 2024 At Kolkata.

BY AND BETWEEN

West Bengal Livestock Development Corporation Limited, A Company registered under the Companies Act, 1956 and having its registered office at LB-2, Sector-III, Salt Lake City, Kolkata – 700106 represented by its Managing Director unless his rights and obligation relating to the objects and purports of these presents are delegated, to any other officer(s) of WBLDCL hereinafter referred to as the **First Party** (which expression shall, unless excluded by or repugnant to the context, means and includes his successors, representatives, permitted assignees, liquidators and administrators) of the **ONE PART**.

A N D

....., a company registered under the Company's Act/a partnership firm/Proprietorship Firm (delete whichever is not applicable) having its Registered Office at represented by its unless his rights and obligation relating to the objects and purports of these presents are delegated, to any other officer(s) of..... hereinafter referred to as the **Second Party** (which expression shall, unless excluded by or repugnant to the context, means and includes his successors, representatives, permitted assignees, liquidators and administrators) of the **OTHER PART**.

WHEREAS the **First Party** is desirous that the work of “**e -Tender on** supply of various Vaccines by maintaining proper Cold Chain in different units under W.B.L.D.C.Ltd within West Bengal” wanted to execute the said work and for the purpose floated open Tender on line.

A N D

WHEREAS the **Second Party** offered his price against the said Tender and being eligible, his Tender having been accepted agreed to execute and complete the said work as detailed in the tender document along with bill of quantities and all other conditions.

Now, therefore, this agreement witnessed as follows:-

That the word and expression shall have same meanings as are respectively assigned to them in the general condition of the contract hereinafter referred to.

That the **Second Party** shall abide by all statutory obligations and payment statutory dues as are obligatory on the part of the **Second Party** and that any failure on his part if attracts any liability on the **First Party** the **Second Party** will, on intimation from the **First Party**, immediately compensate the same.

If any dispute or question arises any time between the parties about the rights and liabilities of each of them relating to the terms and conditions stated hereinabove shall unless and otherwise mutually resolved between the parties, the aggrieved party may refer the matter to the sole Arbitrator as may be appointed by the Govt. of West Bengal, ARD Department on reference from either Party for arbitration and the decision of the Arbitrator shall be final and binding on both the parties.

In witnesseth whereof:

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

Contractor

Seal

Witness and address: –

1.

2.

Managing Director.

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

Seal

Witness and address: –

1.

2.