



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-532e/2023-24

Date of Issue: 14/07/2023

SET OF TENDER DOCUMENTS

For

Design, Development, Integration, Testing and Implementation with one year warranty of Project Management System Software at the Office of the West Bengal Livestock Development Corporation Limited, LB-2, Sector-III, Salt Lake City, Kolkata-700106 for the Financial Year 2023-24.

Each Set Contains:-

1. Notice Inviting e-Tender.
2. General Instruction to Bidders.
3. Eligibility Criteria for Participation in the Tender.
4. Evaluation of Tender.
5. Tender Terms & Conditions.
6. Scope of Work / Job Schedule
7. Forms-I, II, III, IV, V & Check List - VI.

DATE OF PUBLICATION OF e-TENDER (ONLINE): 14/07/2023 FROM 01:00 P.M.

STARTING OF BID SUBMISSION (ONLINE): 14/07/2023 FROM 01:00 P.M.

PRE BID MEETING (Mandatory) TO BE HELD ON 20/07/2023 at 2:00 P.M., H.Q.

LAST DATE FOR ON LINE SUBMISSION OF TENDER: 28/07/2023 UP TO 06:55 P.M.

OPENING OF TECHNICAL BID: 31/07/2023 FROM 09:00 A.M. onwards.

OPENING OF FINANCIAL BID: TO BE NOTIFIED LATER ON.

DATE OF PRESENTATION : TO BE NOTIFIED AFTER FINANCIAL BID OPENING

TENDER FEES: NIL

EARNEST MONEY DEPOSIT: 50,000/- (FIXED)


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



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NOTICE INVITING e-TENDER

The Managing Director, West Bengal Livestock Development Corporation Ltd., LB-2, Sector-III, Salt Lake City, Kolkata–700106 invites on line bids (in two bid system) from Original Software Company /Firms/ reputed resourceful, bonafide State level working agencies, having adequate experience and expertise in similar nature of work specially in Govt./Semi Govt./ Public sector Undertakings, registered under the relevant certifications and fulfilling requisite eligibility criteria as stated in the e-NIT for “**e-Tender on Design, Development, Integration, Testing and Implementation with one year warranty of Project Management System Software at the Office of the West Bengal Livestock Development Corporation Limited, LB-2, Sector-III, Salt Lake City, Kolkata-700106 for the Financial Year 2023-24**”.

- 1) Earnest Money **₹.50,000/- (Fifty Thousand)** only is to be remitted online through Govt. of West Bengal e-Tender portal (<https://wbtenders.gov.in>). The payment transaction slip / receipt in pdf format is to be uploaded along with the statutory documents for tender submission.
- 2) In case bidder wants to be exempted from EMD submission, a valid Exemption certificate is to be scanned & uploaded along with the statutory documents in the e-tender portal for participation in the tender.
- 3) After publication of e-tender Notice in the Medias, detailed terms & conditions, BOQ (Bill of Quantities) may be obtained from the website <https://wbtenders.gov.in> at free of cost. Submission of tender by the bidder can be made with the help of Class- 3DSC (Digital Signature Certificate) in this website <https://wbtenders.gov.in>. Notice inviting e-tender will **only be viewed** in the Corporations website www.wbldc.in simultaneously.
- 4) Tenders should normally be floated in two parts one Technical Bid (BID-A) and other Financial Bid (BID-B).
- 5) Tender must be supported by:

A. TECHNICAL BID : ‘BID-A’

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

PART 1 (SINGLE FILE MULTIPLE PAGES SCANNED):

1	Upload NIT with Seal & Signature on every pages.
2	Upload Scanned Application in the prescribed format (Form - I)
3.	Upload Declaration by the Tenderer (Form - II)
4.	Upload Certificate from Chartered Firm in the official pad (Form - III)
5.	Upload Affidavit Proforma (Form - IV) and Working (Credential) Format (Form-V)
6.	Upload Scanned Check List in the prescribed format (Form-VI)
7.	Upload All Documents / Certificates

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

Sl. No.	Category	Sub Category Description
1	<p>CERTIFICATES –</p> <ul style="list-style-type: none"> ✓ All valid up to date. ✓ All certificates are to be furnished in English Vernacular ✓ Affidavit are not valid ✓ Scanned original copy 	<ul style="list-style-type: none"> ✓ PAN Card of the authorized signatory ✓ Prof. Tax clearance certificate with challan valid up to 31/03/2024. ✓ GST Registration certificate. ✓ IT returns of 2012– 2022 Financial year. ✓ Trade License/ Certification of incorporation / Lease Agreement/Deed valid upto 31/03/2024. ✓ P.F. & E.S.I. ✓ Valid documentary proof of: ✓ The agency / company should have minimum annual turnover of Rs. 200 lakh ✓ Audited balance sheet for the last 3 years. ✓ Experience in maintaining, Design, Development and related services using frontend framework software & backend database
2	<p>COMPANY DETAILS (valid up to Date), scanned original copy</p>	<ul style="list-style-type: none"> i) Registration Certificate under Company Act. (if any). ii) Registered Deed of partnership Firm, Trade License / Article of Association & Memorandum. iii) In Case Proprietorship & Partnership Firms, the Tax Audited Report in 3CD Form along with Balance Sheet & Profit and Loss A/c. for the last 3 (three) years (year just preceding the current Financial Year will be considered as year-1). The balance sheet, Profit & Loss account should be in favor of applicant's name only. iv) Power of Attorney (For Partnership Firm/ Private Limited Company, if any). v) List of Technical staffs along with structure & organization.
3	<p>Credential</p>	<ul style="list-style-type: none"> (i) Intending tenderers should produce credentials of a similar nature of work (Software related ,Design, Development and related services using frontend framework software & backend database) of the minimum value of 18 Lakhs in Single job during 5 (five) years within 31.03.2022 Or, (ii) Intending tenderers should produce credentials of 2 (two) similar nature of work (Software related ,Design, Development and related services using frontend framework software & backend database) each of the minimum value of 15 Lakh during 5 (five) years within 31.03.2022. Or, (iii) Intending tenderers should produce credentials of 3 (three) similar nature of work (Software related ,Design, Development and related services using frontend framework software & backend database) each of the minimum value of 12 Lakh during 5 (five) years within 31.03.2022. <p>N.B:- Estimated amount, tendered amount, date of commencement, date of completion of project and details communicational address of the client (within West Bengal if any also) must be indicated in the Credential Certificate.</p>
4	<p>The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government Agency.</p>	<p>Declaration in this regard by the authorized signatory of the bidder.</p>

The vendor must fulfill the above eligibility criteria/ pre-qualification conditions. Technical bid of vendors fulfilling the pre-qualification conditions will only be evaluated by the duly constituted evaluation committee. Bid of vendors not fulfilling the pre-qualification conditions given above will be summarily rejected. Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances. The authority reserves the right to verify/confirm all original documentary evidence submitted by vendors in support of above mentioned clauses of eligibility criteria. **The WBLDCL is not bound to award contracts at the lowest price received in the Tender and reserves the right to decide on fair and reasonable price of the services tendered for any counter offer the same to the bidders. All other terms and conditions of the tender shall remain operative even if a counter offer rate is offered to the bidders.**

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

- i) The Agencies to quote the **rate on unit job basis in BOQ format** of the components as specified in the BOQ. **The Offered rate** will be quoted in the BOQ in one cover (folder) encrypted in the B.O.Q. under Financial Bid.
- ii) **Rate quoted shall be including GST, Cess, other taxes / all other charges.**
- iii) **Scope of work As per NIT & Annexure-A.**
- iv) Bids will be evaluated on Quality-cum-Cost Basis (QCBS) to ensure a fair and transparent method of selection. The credentials of the bidders as uploaded online will be examined first. The credentials will broadly cover the following areas –
 - Competence in all the credential activities and sectors noted in the campaign outline at invitation for bid section of this document, in case a bidder does not meet the criteria for eligibility, his Technical Bids will not be opened.
 - For all bidders eligible according to the prescribed criteria, the ongoing/layout/forthcoming proposals will be evaluated by a technical Committee **on Evaluation** that may include external expert/s. The qualified bidders will be given the opportunity to make presentation/s to the Committee on a specified date onward.**Final selection based on weightage of 80:20 (Technical : Financial) based on highest scoring in Technical Part as well as Lowest Scoring in Financial bid . financial bid will be opened only technically qualified bidders.**
- v) Only downloaded copy of the B.O.Q. is / are to be uploaded quoting the rate, virus scanned and digitally signed by the contractor.

No Hard copy of bid documents will be entertained for consideration for selection of this tender. Bidders must have to participate the tender through online only at www.wbtenders.gov.in.

MANAGING DIRECTOR, W.B.L.D.C. LTD., RESERVES THE RIGHT TO CHANGE THE ABOVE SCHEDULE IN CASE OF ANY EXIGENCIES. No objection in this respect will be entertained raised by any Bidder. **Bidders or their authorized representatives need not to be present in the office of the undersigned at the time of opening of the Technical or Financial Bid (BID-B). Decision of Tender committee at every stages of evaluation shall be intimated and uploaded on the website (<https://wbtenders.gov.in>) portal.**

No informal bidder will be entertained in the bid further.

However, at any stage before awarding the contract, the Tender Selection Committee reserves the right to cancel the tender process due to unavoidable circumstances and no claim in this respect will be entertained.


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A. GENERAL INSTRUCTION TO BIDDERS

- 1) Total work is to be completed positively ***within 30 (Thirty) Days*** or the time specified in the order from the date of issue of order.
- 2) The intending bidders are requested to submit their tender along with prescribed application form in e-tender portal <https://wbtenders.gov.in> . The software shall make automatic encryption of the Technical as well as Financial Bid and no one shall be allowed to open two Bids prior to the date and time earmarked for opening by the Tendering Authority.
- 3) PRE-BID MEETING TO BE HELD AT HQ, LB-2, SECTOR-III, SALT LAKE, KOLKATA-700106 on ***20.07.2023 at 02.00 PM*** .***No alternative date will be provided for Pre-Bid meeting as well as demonstration . Both Pre-bid Meeting and Demonstration is Mandatory. If any bidder(s) fails to attend Pre-Bid meeting and upload site visit report / no site visit his/her bid will be rejected technically.***
- 4) After evaluation of Technical Bid, those who will qualify, their Financial Bid shall only be opened. The technical proposal (BID-A) will be opened on line **as per evaluation procedure**.
- 5) Evaluation summary report of technical evaluation will be uploaded online to the portal from the office of the undersigned immediately after committee arrives at a decision regarding the same.
- 6) ***The bidder or its group shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies and the bidder will not Sub-Contract the work/contract awarded, an undertaking to this effect has to be submitted by the intending Bidder.***
- 7) ***Intending bidder must have to submit preliminary Design/Layout of the scope of work on tender document which need to be approved by the tender Inviting Authority after final selection. After Issuing LOA/AOC selected agency must have to submit Final Drawing within 7 days from the issue of the LOA/AOC.***
- 8) The Financial bid may be opened within a very short notice (on the same day afternoon or next day forenoon), once technical evaluation is completed.
- 9) ***The bidder should have ISO 9001:2008 certification OR ISO 27001 , CMMI Level 3 Certification- document to be uploaded for verification (mandatory).***

- 10) Bidders having any query / objection / claim regarding the evaluation or any decision taken by the tender selection committee may communicate in writing to the Corporation's official mail id info@wbldc.in within 48 hrs of taking such decision. Communications received after the due time, will not be entertained for consideration in any way.
- 11) For further information, the bidders are requested to please contact the undersigned.
- 12) **No Tender will be accepted across the table and no such receipt will be issued thereon.**
- 13) In the event of any discrepancy between downloaded tender document and master copy of the same available in the office then the latter will be accepted & binding on the bidder. No claim will be entertained.
- 14) N.I.T. to be downloaded properly and to be uploaded duly digitally signed as a token of acceptance by the bidder with all the general & special (if any) terms & conditions laid down in the tender document.
- 15) **In case quoting the rate anywhere other than BOQ, the tender is liable to be summarily rejected.**
- 16) The Bidder is required to carefully study all the tender documents and prepare his tender to comply with all the provisions thereof. Submission of a Tender shall be taken as evidence and confirmation that the Bidder has acknowledged all the provisions of the Tender Documents and has fully acquainted himself with site conditions and all factors which may influence the preparation of his Tender. Negligence of the Bidder to observe instructions in the matter of preparation of his Tender shall be attributable to him and shall not be a ground for securing relief from any error as may be found or discrepancies as may be contained in his Tender and would not give him any liberty to withdraw his Tender after the same being opened.
- 17) All the tender documents including N.I.T., terms & conditions for submission of tender & B.O.Q. will be the part & parcel of the bid documents.
- 18) The undersigned reserves the right to cancel the tender at any stage without assigning any reason thereof.
- 19) The offer shall remain valid for **30 (Thirty)** days from the date of opening of the financial bid.
- 20) Test certificate of cable and other equipment shall have to be submitted at site with the supply.


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ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE TENDER

- 1) The contractors/Agency/Firms who have been delisted or debarred by any government department shall not be eligible in any way.
- 2) Agency must have work credentials of **similar nature of work (Software related ,Design, Development and related services using frontend framework software & backend database) with at least 5years experience in the field.**
- 3) **Intending bidder must have the enough manpower strength with qualified support Officers having thorough knowledge of Linux, Apache, CMS and MySQL Server (administration and application development) and any other updated applications. The bidders must have a team on its own with experience of designing and developing websites using the above technology.**
- 4) **Intending Bidder(s) Agency , Firm/ Limited Company/Private Limited Company / Proprietorship Company/ Partnership Company Having experience to minimum 5 years (ending year 31/03/2022) in maintaining, Design, Development and related services using frontend framework software & backend database at Govt/ Semi Govt. /PSU Organization within West Bengal .**
- 5) Credentials for Development of Software related as Prime agency will only be taken into account. That means tie up with one or more company for execution of similar nature of work cannot be claimed as a sole credential of the claimant company.
- 6) **Approve rate (percentage BOQ on put to tender amount) based on Final Selection as per criteria including GST , labour Cess, all taxes and Charges . If any changes in GST and other Govt. Taxes as well as charges as per latest Govt. Circular occur during implementation period (Job progressive period), it will be taken juristically as per Govt rules as decided by the Tender Inviting Authority .**
- 7) Valid up to date clearance of Income Tax return, Professional Tax Clearance Certificate, P.T. (Deposit Challan), PAN Card, GST Registration Certificate, PF & ESI certificate / declaration, Valid Trade License with the Technical Bid Documents, Income Tax Acknowledgement Receipt for latest assessment year to be submitted. [Non statutory Documents].
- 8) Registered Partnership Deed (for Partnership Firm only) along with Power of Attorney to be submitted along with application, if applicable. (Non-Statutory documents)
- 9) Registered Unemployed Officers' Co-operative Societies are required to furnish valid Bye Law, Current Audit Report, Current N.O.C. from A.R.C.S., Minutes of last A.G.M. and also submit documents of the society consists at least 10 (ten) members out of which at least 60% should hold degree or diploma in any branch in Officering.
- 10) Prevailing safety norms has to be followed so that LTI (Loss of time due to injury) is zero.


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EVALUATION OF TENDERS

EVALUATION METHODOLOGY OF PROPOSALS

Bids will be evaluated on Quality-cum-Cost Basis (QCBS) to ensure a fair and transparent method of selection.

Evaluation of Technical Proposal

Pursuant to the qualification of Bidders as per the Minimum Eligibility Criteria, and Responsiveness of the bids, the Evaluation Committee intends to evaluate the Technical Proposals, by applying the evaluation criteria as detailed below. Each responsive Proposal shall be given a technical score.

PROCESS OF EVALUATION AND SELECTION

Bids will be evaluated on Quality-cum-Cost Basis (QCBS) to ensure a fair and transparent method of selection. The credentials of the bidders as uploaded online will be examined first. The credentials will broadly cover the following areas –

- Competence in all the credential activities and sectors noted in the campaign outline at invitation for bid section of this document, in case a bidder does not meet the criteria for eligibility, his Technical Bids will not be opened.
- For all bidders eligible according to the prescribed criteria, the ongoing/layout/forthcoming proposals will be evaluated by a technical Committee **on evaluation** that may include external expert/s. The qualified bidders will be given the opportunity to make presentation/s to the Committee on a specified date onward. The criteria for evaluation of the Technical / scope proposal are at below.
- This is a very important matter which is expected to be evaluated after Technical presentation Hence, while the technical Bid would be evaluated as per the rules, it is deem necessary that the ability to perform all such work should be verified with utmost care.

Sl. No.	Bid Component (Technical Offer Evaluation)	Total Marks	Marks Scored
1.	Presentation/Demonstration of machineries, drawing, designing or layout of similar works in Govt Sector/Private sectors (at least two sets of creative to be submitted /presented for evaluation)	50	
2.	The agency/company should have turnover of 2Cr. Yearly with State Government. Financial turnover during the last financial year (either 2020-21,2021-22 or 2022-23 FY) : (1) Rs.2,00,00,001and above=10 Marks (2) Rs. 1,50,00,001 to Rs. 2,00,00,000/- = 5 Marks (3) Rs. 1,00,00,001to Rs. 1,50,00,000/- = 3 Marks (4) Rs. 50,00,001/- to Rs. 1,00,00,000/- = 2 Marks (5) Rs. below 50,00,000/- = 0 Mark	10	
3.	The agency/company should have experience under any department of State Government for similar works (satisfactory completion certificate to be provided at least three order with min. value 5 Lakhs in single order.).	20	
4	Manpower Strength - qualified support Officers having thorough knowledge of Linux, Apache, CMS and MySQL Server (administration and application development) and any other updated applications. (supporting like payroll with Organ diagram to be uploaded)	10	
5	Feedback from Clients (from clients including present) for quick & prompt response with qualified teams	10	
Total: Marks for Technical Evaluation :		100	



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Intending bidder(s) must have to attend **Pre-Bid meeting held on 20.07.2023 at 2.00 P.M** at the office of the undersigned , if any bidder fails to attend the meeting but participate in the said tender his/her bid will be rejected as decided by the tender Inviting Authority (TID) without showing any reason. Demonstration/ Presentation as stated above will be conducted on this day.

The Evaluation Committee shall evaluate and rank each Technical Proposal on the basis of the Proposal's responsiveness to the scope using the evaluation criteria and score system specified above. Each Technical Proposal shall receive a technical score. The Proposal shall be rejected if it does not achieve the minimum technical mark of **50 (Fifty)** out of maximum of **100 (Hundred)** marks.

Final selection based on weightage of **80:20 (Technical : Financial)** based on highest scoring in Technical Part as well as Lowest Scoring in Financial bid . financial bid will be opened only technically qualified bidders.

Scoring will be evaluated only after qualifying the criteria for submission of **Statutory & Non-Statutory documents** as stated in NIT by the intending Bidder(s).

TENDER TERMS & CONDITIONS

01. OPENING OF THE TECHNICAL PROPOSAL:

- Technical proposal will be opened by the authorized officer of the undersigned, electronically from the website using their Digital Signature Certificate (DSC).
- Cover (folder) for Statutory Documents and non statutory documents will be opened. If there is any deficiency in the **Statutory Documents** the tender will summarily be rejected.
- Decrypted (transformed into readable formats) documents of the Statutory & Non statutory Cover will be downloaded and handed over to the Tender Evaluation Committee.
- Pursuant to scrutiny & decision of the Tender Evaluation Committee the summary list of eligible bidders will be uploaded in the web portals.
- The Financial Cover (BID-B) of those bidders passing the technical requirements will only be opened. **THE DECISION OF UNDERSIGNED/TENDER COMMITTEE WILL BE FINAL & BINDING UPON THE BIDDER IN THIS RESPECT.**

02. PENALTY FOR SUPPRESSION / DISTORTION OF FACTS:-

If any bidder fails to produce the original hard copies of the documents (specially Completion Certificates or Work Orders as proof of credential) or any other documents on demand of the Tender Opening Authority within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression of facts, the bidder will be suspended from participating in the tenders on e-Tender platform for 3 (three) years.

03. AWARD OF CONTRACT:-

The Tender Inviting Authority reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time and prior to the issue of Award of Contract without incurring any liability to the affected Tenderer or Tenderers thereby or shall have any obligation to inform the affected Bidder or Bidders of the ground for Employer's action. The Bidder who's Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter cum Award of Contract.

04. PERFORMANCE GUARANTY:

(i) Upon selection of the bidder in the Financial evaluation and after issuance of 'Letter of Acceptance' the successful bidder have to produce a Performance guaranty in shape of Bank Guarantee (as per specimen format) ***for 1 (one) Year*** of an amount of **3 % of the Tender Value**, payable to the West Bengal Livestock Development Corporation Ltd., Kolkata.

(ii) It may be noted by the intending bidders that, deposit of Performance guaranty is a pre-requisite for executing the agreement and issuance of 'Award of Contract' thereafter.

05. AGREEMENT

The corporation will execute an agreement with the successful bidder ***as per the prescribed format or as will deem fit as per the condition in a Non-judicial Stamp Paper worth Rs.100/-*** (Rupees One Hundred) only to be provided by the successful bidder. The notification of award will constitute the formation of the Contract or the agreement between the Tender Accepting Authority and the successful Bidder. All the tender documents including NIT & B.O.Q. will be the part & parcel of the Contract Documents. Prescribed Agreement must be signed by the both parties, the Authorized Signatories of the Corporation & Tendering firm concerned. The Original agreement will be retained by the Corporation in the concerned case file and the photocopy of the same will be provided to the concerned firm.

06. SECURITY MONEY DEPOSIT

Successful tenderer shall be required to deposit Security Money at the rate of 3% (Three P.C.) of the contract value. However earnest money of the successful tenderer may be converted/adjusted with the Security Money and the balance Security Money (1% of contract value) to be deducted from each and every submission of "running" bill to make ***3% security deposit*** as per terms of the contract. (As per G'O. No. 201-F(Y) Dated-18/01/2021 of Finance Department Govt. of WB. The Security Money will not carry any interest.

In the event of non-completion or defective work by the Agency the Corporation will have the right to get the work done through any agency at the risk and cost of the Agency and also the Corporation will have the right to forfeit the security money in full or part at its discretion which will be binding upon the contractor.

The security money will be released ***on one month after the satisfactory completion*** of the defect liability period and satisfactory remedy or rectification or amendment or modification or all, and settlement of accounts.

07. PENAL MEASURE

If the firm withdraws tender as a whole or for any particular item at any stage during the tenure of tender or fails/refuses to enter into written agreement once the rate for any/all items(s) is/are accepted within the time specified when requested to do so by this Corporation. Such firms offer will not be taken into consideration in future & shall liable to be black listed for 3 (three) years.

i) The security money deposit furnished by a bidder is liable to forfeit in full along with cancellation of order without prejudice in the event of failure/refusal to maintain the 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.

- ii) In consequence of submission of false or fabricated documents by any firm/ company for participating in the tender, if proved later on shall liable to be Black Listed for 3 (three) years.
- iii) Quoting absurdly high or low rate in opinion of tender selection committee, with the intention to vitiate the tender process will be dealt with in the context of existing tender rules/ norms under Govt. of W.B.
- iv) Any legal dispute arising during the tender process shall be dealt only under the jurisdiction of Calcutta High Court.
- v) **Total work including supply is to be completed positively within 30 (Thirty) Days or the time specified in the order from the date of issue of order.**

o8. PAYMENT

Any request for Advance Payment will not be entertained

- 1. Bills to be produced in DUPLICATE.
- 2. *The payment shall be made as per projected Performance Chart both Physical and Financial submitted by the Agency within 7 days of Issuing of Award of Contract based on Job completion period on approved Design/Lay-Out.*
- 3. Payment shall be made after executing the order satisfactory in all respect. However, no interest shall be paid to the firm, if the payment is delayed due to whatsoever reasons. The payment of bills shall be withheld in case of violation of any tender terms & conditions.

However, no interest shall be paid to the firm, if the payment is delayed due to whatsoever reasons. The payment of bills shall be withheld in case of violation of any tender terms & conditions.

Tender Inviting Authority reserves the right to negotiate the quoted price with the successful Agency to arrive at the fair and reasonable price.

o9. GENERAL:

Unless otherwise stipulated all the works are to be done as per general conditions and general Specifications of the "Departmental Schedule" which means the Public Works Department, Schedule of Rates for works in West Bengal for the working area including up to date addenda and corrigenda, if any. The project should be executed as per IS code/IRC/MOST/MORTH standards regarding the quality of materials and various item of works. For general conditions and general specifications of items of works related to supply and carriage works, not appearing in the aforesaid Schedule of Rates in force including up-to-date addenda and corrigenda, if any, issued by the competent authority as applicable for the working at the time of submission of tender for the working area will be considered.

10. TERMS & CONDITIONS IN ORDER TO PRECEDENCE:

If the stipulations of the various components of the contract documents be at variance in any respect, one will override the other (only in so far as those are at variance) in the order of precedence as given below:

- (a) Special terms and conditions
- (b) Special specifications (Scope of work)
- (c) General instructions.
- (d) Notice Inviting e-Tender
- (e) Schedule of probable items with approximate quantities
- (f) Tender Form.

All works covered in the clause appearing hereinafter shall be deemed to form a part of the appropriate item or items of works appearing in the schedule whether specifically mentioned in any clause or not and the rates quoted shall include all such works unless it is otherwise mentioned that extra payment will be made for particular works.

11. OFFICER-IN-CHARGE AND COMMENCEMENT OF WORK:

The word "Officer-In-Charge" means the Officer, WBLDC Ltd. The word "Department" appearing anywhere in the tender documents mean WBLDC Ltd. (A Government of West Bengal Undertaking). The word "approved" appearing anywhere in the documents means approved by the Officer-In-Charge. The work shall have to be taken up within seven days of the receipt of the work order. Failure to do so will constitute a violation of the contract stipulation as regards proportionate progress and timely completion of work and the Agency will thereby make himself liable to pay compensation or other penal action as per stipulation of the printed tender form.

12. CONDITION IN EXTENDED PERIOD:

When an extension of time for completion of work is authorized by the Officer-in-charge, it will be taken for granted that the validity of the contract is extended automatically up to the extended period with all terms and conditions rates, etc. remaining unaltered, i.e. the tender is revalidated up to the extended period.

The head of the corporation may allow maximum period of 7 days after the stipulated date of completion. After that a penalty of 0.50 % which will be deducted from his R/A bill / Final bill as the case may be for each week of delay up to a maximum of 2.0 % on the amount put to tender.

13. CO-OPERATION AND DAMAGES AND COMPLETION OF WORK:

All works are to be carried out in close co-operation with the Department and other contract or contracts that may be working in the area of work. The work should also be carried out with due regard to the convenience of the road/building users and occupants, if any. All arrangements and programme of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accidents to workers, road users, occupants etc. The Agency must see that all damages to any property which, in the opinion of the Officer-In-Charge are due to the negligence of the Agency are promptly rectified by the Agency at his own cost and expenses and according to the direction and satisfaction of the Officer-In-Charge.

14. AGENCY'S SITE OFFICE:

The Agency shall have an office adjacent to the work as may be approved by the Officer-In-Charge where all directions and notice of any kind whatsoever which the Officer-In-Charge or his representative may desire to give to the Agency in connection with the contract may be left and same when left at or sent by post to such office or delivered to the Contractor's authorized agent or representative shall be deemed to be sufficiently served upon the contractor. ***The Agency shall have Site Lab/demo facilities with all necessary Logistics.***

15. INCIDENTAL AND OTHER CHARGES:

The cost of all materials, hire charges to Tools and plants, Labour, Corporation/Municipal Fees for water supply, Royalty or road materials (if any), Electricity and other charges of Municipalities or statutory Bodies, Ferry charges, Toll Charges, Loading and unloading charges, Handling charges overhead charges etc. will be deemed to have been covered by the rates quoted by the Agency except G.S.T. (Central and/or State), Income Tax, Terminal Tax, Turnover Tax etc. All other charges for the execution of the complete or finished work or in case of supply of materials and for carriage to the entire satisfaction of the Officer-In-charge of the work. No claim whatsoever in this respect will be entertained.

16. AUTHORISED REPRESENTATIVE OF CONTRACTOR:

The Agency shall not assign the agreement or sublet any portion of the work. The contractor, may however, appoint and authorize representative in respect of one or more of the following purpose only-

- a) General day to day management of work.
- b) To attend measurements when taken by the Departmental Officers and sign the records of such measurements which will be taken of acceptance by the Contractor. The selection of the authorized representatives subject to the prior approval of the Officer concerned and the Agency shall in writing seek such approval of the Officer giving therein the name of work, Tender No., the Name, Address and the specimen signature of the representative he wants to appoint and the specific purposes as specified the representative will be authorized for even after first approval, the Officer may issue at any subsequent date.

Revised directions about such authorized representative and the Agency shall be bound to abide by such directions. The Officer shall not be bound to assign any reason for any of his directions with regard to the appointment of authorized representative. Any notice correspondence etc. issued to the authorized representative or left at his address, will be deemed to have been issued to the Agency himself.

17. POWER OF ATTORNEY:

The Provision of the power of attorney, if any, must be subject to the approval of the Department. Otherwise the WBLDC Ltd. shall not be bound to take cognizance of such of attorney.

18. EXTENSION OF TIME:

For cogent reasons over which the Agency will have no control and which will retard the progress, extension of time for the period lost will be granted on receipt of application from the Agency before the expiry date of contract. No claim whatsoever for idle labour, additional establishment, cost of materials and labour and hire charges of tools & Plants etc., would be entertained under any circumstances. The Agency should consider the above factor while quoting his rate. Applications for such extension of time should be submitted by the contractor.

19. MATERIALS TO BE USED:

Suggested Brand Name/ names of different type of materials are to be use for this work as specified /approved in Tender/discussion of Rate or as per direction of Officer-In-Charge.

20. CONTRACTOR'S GODOWN:

The Agency must provide suitable godowns for materials at the site of work. The godown is to be sufficient in capacity and it must be water tight with either an elevated floor with proper ventilation arrangement underneath the floor . No separate payment will be made for these godowns or for the store yard.

23. CLEARING OF MATERIALS:

Before starting any work, work site, where necessary, must be properly dressed after clearing all undesirable object as per prior approval, if any, must also be removed. All scars of construction shall be obliterated and the whole site shall be left in a clear and neat manner to the satisfaction of the Officer-In-Charge. No separate payment shall be made for all these works, the cost thereof being deemed to have been included in the rates of various items of works quoted by the Agency in the schedule of probable items of works.

24. APPROVAL OF SAMPLE:

Samples of all materials to be supplied by the Agency and to be used in the work shall have to be approved by the Officer-in-charge and checking the quality of such materials shall have to be done by the concerned Department prior to utilization in work.

25. COMPLIANCE OF DIFFERENT ACTS:

The Agency shall comply with the provisions of the Apprentices Act, 1961, Minimum Wages Act, 1848. Contact Labour (Regulation and Abolition) Act 1970 and the rules and orders issued hereunder from time to time. If he fails to do so, the Officer, may at his discretions, take necessary measure over the contract. The Agency shall also make himself for any pecuniary liabilities arising out on account of any violation of the provision of the said Act(s). The Agency must obtain necessary certificate and license from the concerned Registering Office under the Contract Labour (Regulation & Abolition) Act, 1970. The Agency shall be bound to furnish the Officer-In-Charge all the returns particulars or date as are called for from time to time in connection with implementation of the provisions of the above Acts and Rules and timely submission of the same, failing which the Agency will be liable for breach of contract and the Officer-In-Charge may at his discretion take necessary measures over the contract.

26. SAFETY, SECURITY AND PROTECTION OF THE ENVIRONMENT:

The Agency shall, throughout the execution and completion of the Works and the remedying of any defects therein:

- a) Have full regard for the safety of all persons and the Works (so far as the same are not completed or occupied by the department),
- b) Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Officer-in-Charge for the protection of the Works or for the safety and convenience of the public or others,
- c) Ensure that all lights provided by the Agency shall be screened so as not to interfere with any signal light of the railways or with any traffic or signal lights of any local or other authority.
- d) Take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

27. PRECAUTIONS DURING WORKS:

The Agency shall carefully execute the work without disturbing or damaging underground or overhead service utilities viz. Electricity, Telephones, Gas, Water pipes, Sewers etc. in case disturbances of service utilities is found unavoidable the matter should immediately be brought to the notice of the Officer-In-Charge and necessary precautionary measures as would be directed by the Officer-In-Charge shall be carried out at the cost and expenses of the contractor. If the service utilities are damaged or disturbed in any way by the Agency during execution of the work, the cost of rectification or restoration of damages as would be fixed by the Officer will be recovered from the contractor.

28. TIMELY COMPLETION OF WORK:

All the supply and the work must have to be completed in all respects within the time specified in Notice Inviting Tender from the date of work order. Time for completion as specified in the tender shall be deemed to be the essence of the contract.



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-532e/2023-24

Date of Issue: 14/07/2023

29. TENDER'S RATE:

The Agencies should note that the tender is strictly based on the rates quoted by the Agency on the priced schedule of probable item of work. The quantities for various other items of works as shown in the priced schedule of probable items of works are based on the scope of works prepared by the Department. If variations become necessary due to design consideration and as per actual site conditions, those have to be done by the Agency at the time of execution at the rate prescribed in the tender clause. No conditional rate will be allowed in any case. **Corporation reserves the right to negotiate the quoted price with the successful Agency to arrive at the fair and reasonable price.**

30. DEFECT LIABILITY PERIOD:

Full security Deposit should be refunded to the Agency on *expiry of One year* from one month after the actual date of completion of the work. If any defect/ damage is detected during this period as mentioned the Agency shall make the same good at his own expense to the satisfaction of the Officer-In-Charge or in default the Officer-In-Charge may cause the same to be made good by other agency and deduct the cost (of which the certificate of the Officer-In-Charge shall be final) from his security deposit or any sums that may be then, or at any time thereafter become due to the Contractor.

31. There shall be no provision of Arbitration. Hence clause 25 of the West Bengal Form No. 2911(ii) shall not be allowed vide memo no. 558/SPW dated 13.12.2011 of P.W.D Establishment Branch.

32. During opening of bid Managing Director may call open bid/ sealed bid after opening of the said bid to obtain the suitable rate further, if it is required. No objection in this respect will be entertained if raised by any bidder present or absent during opening of tender.

33. In case of any unscheduled holiday on the aforesaid dates [Sl. (v)], the next working day will be treated as schedule/ prescribed date for the same purpose.

34. If more than one Bidder quoted same rate and which are found lowest at the time of opening, such similar multiple rates will not be entertained / accepted. Lowest offer will be ascertained by sealed bid amongst the lowest bidder.

35. The Earnest Money may be forfeited if :-

a) If the Bidder withdraws the Bid during the period of Bid validity.

b) In case of successful Bidder, if the Bidder fails to execute formal agreement within the stipulated time period.

c) During scrutiny, if it is come to the notice of tender inviting authority that the credential or any other document which were uploaded & digitally signed by the Bidder are incorrect / manufactured / fabricated.

36. All intending bidders should be appointed one Executing Officer during execution of work as the case may be.


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



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(A Govt. Of West Bengal Undertaking)

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SCOPE OF WORK (Annexure-A):

Scope of the Work:

1. Login Screen

The user should login to the website by performing the following activities

- Entering the Email Id
- Entering the Password
- Filling in the Captcha and
- Clicking on the login button

2. Dashboard

Once the user gets logged into the portal, they will be taken to the Dashboard Page. The Dashboard page should be divided into three sections- panel placed at the left hand side of the page, nine different tabs in the second part and a map on the right hand side of the page.

2.1 Panel

The dashboard page should contain a panel on the left hand side in which the following six options should be provided so as to facilitate the navigation of the user through all the pages.

2.1.1 Dashboard – Clicking on this page, the user should be able to navigate to the dashboard page which is the first page after the login page.

2.1.2 Project Basic Information – Upon selecting this option, the user should be able to view the details of all the basic information of Project, Location address, area, latitude & longitude, etc. funding scheme (if any), and the amount that has been sanctioned. The user should be able to modify and make necessary changes in this data entries. The user should be provided with the facility to create a new industrial park as per their requirements.

2.1.3 Tender – If the user selects this option, they should be provided with the following three subcomponents:

- Tender in process - This should be same as the one that is included in the dashboard.
- Tender at Glance - As the name suggests, this option should provide the user with at a glance view of the all the tenders. The contents of this page will be same as that of the contents that are obtained on selection of the “Tender Recall” tab in the dashboard.

- Tender Awarded Details - The content that is to be displayed on selecting this option should be same as that of the contents displayed on selection of the “Work Order Issued” tab that was present in the dashboard.

2.1.4 Work Orders – This will list the details of all the projects that are in progress including the name of the site where the project is being carried out, the agency who has been given the responsibility of that project, name of the work, work order number, contact number of the agency, progress, commencement date and stipulated completion date.

2.1.5 Update Progress Report – The user should be able to view the progress report of all the projects that has active status.

2.1.6 Settings – This option should contain the following subcomponents:

2.1.6.1 User Management- The user should be able to view the full name, id, email, role of various users and the date on which they were added. The website user should be able to add new users or update the details of the existing users. This page should have a delete option to remove the users if required.

2.1.6.2 Role - The various roles of the users such as “AE”, “EE”, “SAE”, “other users”, or “super admin”, be able to be viewed or updated in this component. The user should also be able to add a new role.

2.1.6.3 Parent Component - This section should include the necessary components that are to be used in the development of the civil, electrical, mechanical and others project.

2.1.6.4 Child Component - The user should be able to view the sub-divisions of the parent components that are available. The user should be able to see the percentage of completion of deployment of these child components in the project.

2.1.6.5 Agency - The details of the various agencies, whose tenders have been chosen for the completion of the project should be displayed on the screen on selecting the “Agency” component of the “Settings” option. The name of the agency, their email, contact details, address, and their status should be included in this page.

3. Nine tabs- These tabs should include the following:

3.1 Total Projects- In the dashboard the user should be able to see the total number of projects that are presently in progress. Upon clicking on this component, the user shall be able to see the detailed views of the projects that are in progress. The user should be able to see the names of the projects that are in progress along with their detailed addresses, total land area, the vetted civil, electrical, WBSEDCL project charge, and the total vetted cost. These all fields must be entered under the “Vetted Cost” Field. Certain fields such as the amount that has been sanctioned, the funding scheme

that of the individual projects, the received date and the received amount should be displayed under the “AA & FS” field. The user should be able to enter the details of any new project that is about to begin or can modify the details of those projects that are in progress by clicking on the edit option.

- 3.2 Total Fund Sanctioned - The total funds that have been sanctioned for all the projects till date will be displayed on the dashboard. Upon clicking this tab, the user should be redirected to the page where the names of various funding schemes along with the total amount that has been sanctioned under each of those schemes are displayed.
- 3.3 Total Fund Received - The total fund received should be displayed on the Dashboard page. When the user clicks on this, they should be redirected to a page where they should be able to view the total amount of project fund that has been received under different schemes.
- 3.4 Tender in Process – The user should be able to view the details of the tender that are in processing stage including the name and ID of the tenders, the date on which it has been submitted, tender status, call no, name of the work for which the tender is being issued, the issue date of the tender, financial opening date, technical opening date, estimated amount (both with and without tax). The user should be able to enter new tender details or update the status of the tenders that are in the processing stage. For this the Action field should be included where the user on clicking the “change status” shall be able to see the tender status. The user should be able to make necessary changes and add extension date of the tender, if required, by selecting the edit symbol provided under the “change status” option. Besides, “add” button must be provided that would allow the user to add details of the new tender. The user should also be able to search for the details of any particular tender as and when required.
- 3.5 Tender Recall – The number of tenders that have been recalled should be displayed on the dashboard. On selecting this tab, the user should be able to see the details of the recalled tenders. The name of the project for which the tender is made, along with the tender ID, call no, status (awarded or recalled), work name, issue date, date of technical and financial opening, estimated amount (with or without tax), work order number, work order issue date, whom the tender has been awarded, quoted rate and tender amount should be displayed in a tabular format in this page. Other three fields such as the commencement date, the stipulated completion date and the action fields should also be included in it. The user should be able to make the required changes under the Action field.
- 3.6 LOA and Work Order Issued – The total number of work order issued should be visible to the users on the dashboard. The user should be able to view the details of all the work orders that have been issued by clicking on this tab. The user should be able to view the name of the projects, the tender ID, date of the issue of the work order, work order number, to whom the tender has been awarded, quoted rate, tender amount, commencement date, stipulated date of completion and action. DPR- Upon selecting this section, the user should be able to see a form comprising various fields such as

Progress of DPR, Date of submission, electrical cost, civil cost, mechanical Cost and Total Cost. The user should be able to choose from the four different types of DPR- Final DPR, Draft DPR, Vetted DPR, or Sanctioned DPR in the “progress of DPR” field. The user should also be able to upload documents related to DPR through the DPR Document Field and save it.

- 3.7 Administrative Approval – On selecting this option, the user should be able approved the fund.
- 3.8 Financial Sanction - The user should be able to view the financial sanction details in a form consisting of certain fields such as Received Fund, received amount, G.O number, received date and name of the scheme. The user should be able to upload G.O related documents on this page and save it.
- 3.9 Project Coordinator – The user should be able to select the project coordinator and update the information related to them.
- 3.10 Map - The dashboard page should contain a map that would indicate the name and progression of the project at a particular area. It should also display the total land area cover of the project, the total fund that has been sanctioned and the total fund received.
- 3.11 IP/CP Dashboard -Through this page the user should be able to select the place or area where the construction work is going on. By selecting one area from a list of all the areas, the user should be able to view the overall progress of the project work including both civil as well as electrical works. The progression report should include certain parameters such as the Progress in the construction of the boundary wall, foundation work, superstructure work, finishing work and overall progress.

MIS Report

1. After Go Live: 12 Months warranty with 2 nos. of Training FOC.
2. Hosting: In MEITY(Ministry of Electronics and Information Technology) Empaneled Cloud Server.
3. Operation & Maintenance (O&M)


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

DECLARATION BY THE TENDERER
(FORM-II)

(To be uploaded under Company letter head with full address, phone no., mail id etc., duly signed & sealed)

I/We have inspected the site of work and have made myself/ourselves fully acquainted with local conditions in and around the site of work. I /We have carefully gone through the Notice Inviting e-Tender and other tender documents mentioned therein along with the drawing attached if any. I/We have also carefully gone through the 'Priced schedule of Probable Items and Quantities'.

I/We must have to ***submit Design/Layout of the scope of work on tender document which need to be approved by the tender Inviting Authority after final selection. After Issuing LOA/AOC selected agency must have to submit Final Drawing within 7 days from the issue of the LOA/AOC.***

My/Our tender is offered taking due consideration of all factors regarding the local site conditions stated in this Detailed Notice Inviting e-Tender to complete the proposed construction as per drawings referred to above in all respects.

I/We promise to abide by all the stipulations of the contract documents and to carry out and complete the work to the full satisfaction of the Tender Inviting Authority.

I/We also agree to procure tools and plants, at my/our own cost required for the work.

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

Certificate from Chartered Firm

(To be furnished in the Chartered Firm Official Letter Head Pad with full Address with Contact No., Telephone No., FAX No., e-mail address, Website etc.)

(FORM – III)

This is to certify that I/We have examined the audited Balance Sheet & P/L accounts and other records of M/S having its official address at It is also certified that Annual Turnover of the firm for the Financial years 2020-21, 2021-2022 & 2022-2023 are Rs.....lakh.,Rs.....lakh. & Rs.....lakh respectively (as per P/L accounts & Balance Sheet of the firm submitted)

Signature of the Chartered Firm with Registration No

Countersigned

Signature of the authorized signatory (bidder)

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

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

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

At (address).....

P.O.

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

do hereby solemnly affirm and declare as follows:

1. That I have not ever been convicted of any offence making myself liable to be disqualified for any work of Govt. or Govt. undertaking Organization /Institution in the State of West Bengal or other State or States.
2. That no case is pending against me or against my firm in any criminal court of law in the State of West Bengal or other State or States .
3. That my firm is not debarred/blacklisted as a whole or part thereof at present by any Govt. or Govt. undertaking Organization / Institution in the State of West Bengal or other State or States of India.
4. That, I also declare that if any information subsequently found incorrect or false will it automatically render the quotation submitted by me cancelled and make me liable for penal/legal action as per law of the country.
5. That I do further affirm that the statements made by me in this quotation are true to the best of my knowledge and belief and all the documents attached are genuine & correct.

Signature of the Deponent(s).

Name in Block letters :

Designation :

WORKING (CREDENTIAL) DETAIL
(Mandatory)

(FORM-V)

(To be furnished in the Official Letter Head of Firm/Bidder with full Address with Contact No., Telephone No., FAX No., e-mail address, Website etc.)

1. Name of Applicant:

2. List of similar type of work completed / ongoing:

Name of Employer	Name, location and nature of work	Reference of Work Order (Memo. No. and Date)	Contract Value	Date of Start of Work	Present Status (If completed, please mention date of completion)

Note :Copy of Work Order or Completion Certificate from the employer to be attached.

Signature of applicant including title and capacity in which applicant is made

CHECK LIST (FORM – VI)

Information about Bidders under Company Letter-Head (To be uploaded with the Technical Bid)

Sl.	Description	Particulars
1	Name of the Firm	
2	Registered Address with PIN, Phone No, Fax No. E-mail address etc. Sole owner or Partnership Firm/Company	
3	Name of the Person authorized to enter into & execute contractual agreement	
4	Earnest Money Transaction slip, whether uploaded, if not, Exemption Certificate to be uploaded	
5	Application Form as per FORM-I whether uploaded.	
6	Self-declaration as per FORM-II whether uploaded.	
7	Original PAN Card whether uploaded.	
8	Original Prof. Tax Clearance Cert./Paid Challan (valid up to 31/10/2024) whether uploaded	
9	Original GST registration Certificate whether uploaded.	
10	IT returns of 2021 – 2022 Financial year whether uploaded.	
11	Trade License valid up to 31/03/2024 whether uploaded	
12	Credential of similar nature of work whether uploaded.(FORM-V)	
13	P.F. & E.S.I. Registration Certificate / Declaration whether uploaded.	
14	Certificate from Chartered Firm in the official pad whether uploaded. (The agency / company should have minimum annual turnover of Rs. 200 lakh) (FORM-III)	
15	Audited balance sheet for the last 3 years whether uploaded.	
16	The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government Agency whether uploaded.(FORM-IV)	

Signature & Seal of the Bidder with Date

PROFORMA FOR AGREEMENT OF CONTRACTUAL CONTRACT

This Agreement is signed and executed on this day of....., 2023 At Kolkata.

BY AND BETWEEN

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

A N D

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

WHEREAS the **First Party** is desirous that the work of “e -Tender on **Design, Development, Integration, Testing and Implementation with one year warranty of Project Management System Software at the Office of the West Bengal Livestock Development Corporation Limited, LB-2, Sector-III, Salt Lake City, Kolkata-700106 for the Financial Year 2023-24**” wanted to execute the said work and for the purpose floated open Tender on line.

A N D

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

Now, therefore, this agreement witnessed as follows:-

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

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

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

In witnesseth whereof:

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

Contractor

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

Seal

Seal

Witness and address: –

Witness and address: –

1.

1.

2.

2.