

(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-696e/2024-25

Date of Issue: 24/05/2024

SET OF TENDER DOCUMENTS

<u>For</u>

Design & Supply of e-Food Cart and Golf Cart with modified structure, canopy, battery, wiring and outside branding work at different units under West Bengal Livestock Development Corporation Limited, LB-2, Sector-III, Salt Lake, Kolkata-700106 for 2024-25

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 (Annexure-A)
- 7. Forms-I, II, III, IV, V & Check List VI.

DATE OF PUBLICATION OF e-TENDER (ONLINE): 24/05/2024 FROM 06:55 P.M.

STARTING OF BID SUBMISSION (ONLINE): 24/05/2024 FROM 06:55 P.M.

PRE BID MEETING (Mandatory) TO BE HELD ON 04/06/2024 at 2:00 P.M., H.Q.

LAST DATE FOR ON LINE SUBMISSION OF TENDER: 15/06/2024 UP TO 06:55 P.M.

OPENING OF TECHNICAL BID: 18/06/2024 FROM 11:30 A.M. onwards.

OPENING OF FINANCIAL BID: TO BE NOTIFIED LATER ON.

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 reputed resourceful, bonafide <u>Manufacturer/Agency/Agency/Firms</u>, having adequate experience and expertise in similar nature of work specially in Govt./Semi Govt./ Public sector Undertakings, registered under the relevant laws in India and fulfilling requisite eligibility criteria as stated in the e-NIT for "e - *Tender on* Design & Supply of e-Food Cart and Golf Cart with modified structure, canopy, battery, wiring and outside branding work at different units under West Bengal Livestock Development Corporation Limited, LB-2, Sector-III, Salt Lake, Kolkata-700106 for 2024-25".

- 1) Earnest Money **Rs. 50,000/- (Fifty Thousand)** only is to be remitted online through Govt. of West Bengal e-Tender portal (<u>https://wbtenders.gov.in</u>). 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 <u>https://wbtenders.gov.in</u> 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 <u>https://wbtenders.gov.in</u>. Notice inviting e-tender will <u>only be viewed</u> in the Corporations website <u>www.wbldc.in</u> 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) <u>STATUTORY COVER</u> containing the following documents: PART 1 (SINGLE FILE MULTIPLE PAGES SCANNED):

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

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

SI. No.	Category	Sub Category Description
1	CERTIFICATES –	\checkmark PAN Card of the authorized signatory
1	\checkmark All valid up to date.	\checkmark Prof. Tax clearance certificate with challan valid up to
	\checkmark All certificates are to be furnished in	30/06/2024.
	English Vernacular	\checkmark GST Registration certificate.
	✓ Affidavit are not valid	✓ IT returns of 2022– 2023 Financial year.
	✓ Scanned original copy	✓ Trade License valid up to 30/06/2024.
		✓ Valid documentary proof of:
		✓ The agency / company should have minimum annual turnover of Rs. 50 lakh
		✓ Certificate of updated Income tax Return
		\checkmark Audited balance sheet for the last 3 years.
		$\sqrt{\text{Work}}$ experience including work of Government of West
		Bengal in last Five years.(as per Form-V).
2	COMPANY DETAILS (valid up to Date),	i) Registration Certificate under Company Act. (if any).
	scanned original copy	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 &
3	Credential	organization.
5		(i) Intending tenderers should produce credentials of a cimilar nature of work (a Cart Sumplu) of the
		<i>similar nature of work (e-Cart Supply)</i> of the minimum value of 40% of the turnover value
		mentioned in tender during 5 (five) years prior to the
		date of issue of this tender notice;
		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
		(Willin West Bengal II any also) must be indicated in the Credential Certificate.
4	The Bidder shall not be under a	Declaration in this regard by the authorized signatory of the
	Declaration of Ineligibility for corrupt	bidder.
	or fraudulent practices or blacklisted	
	with any of the Government Agency.	

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.



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NIT No: WBARD/WBLDC/NIT-696e/2024-25 B. FINANCIAL BID : 'BID-B' (BOQ)

Date of Issue: 24/05/2024

- i) The Agency is to quote the rate on item-wise BOQ format of the components as specified in the BOQ. The 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, Freight, Trial Run along with 6 (Six) Free Service and other taxes / all other charges.
- iii) Scope of work (item specifications) As per NIT , Annexure-A & BOQ
- iv) Only downloaded copy of the B.O.Q. is / are to be uploaded quoting the rate, virus scanned and digitally signed by the agency.

N.B.: ALL STATUTORY & NON STATUTORY DOCUMENTS(S) ARE REQUIRED TO BE UPLOADED IN ORIGINAL. <u>Neither Photocopy nor cyclostyled literature/Brochure will be accepted.</u> No Hard copy of bid documents will be entertained for consideration for selection of this tender. <u>Bidders must have to participate the tender through online only at www.wbtenders.gov.in.</u>

NAME OF WORKS:-

Name of the work	Specification	Tentative required Quantity	Period of completion of the Supply
1	2	3	4
e -Tender on Design & Supply of e-Food Cart and Golf Cart with modified structure, canopy, battery, wiring and outside branding work at different units under West Bengal Livestock Development Corporation Limited, LB-2, Sector-III, Salt Lake, Kolkata-700106 for 2024-25	Details of work (both Civil & Mechanical) schedule item- wise may be found in the Scope of works (Annexure- A)	e-Cart : 8 Nos. Golf Cart : 2 No. (8 seater) category	30 (Thirty) Days

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 (**<u>https://wbtenders.gov.in</u>) 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 Supply is to be completed positively *within <u>30</u> (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 <u>https://wbtenders.gov.in</u>. 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) 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**.
- 4) 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.
- 5) Intending Bidder(s) must have to attend Pre-Bid meeting held on 04.06.2024 at 2.00 PM at the office of the undersigned.
- 6) If any bidder fails to attend the pre-bid meeting , his/her technical bid will be cancelled without assigning any reason behind it.
- 7) Intending bidder must have to submit/agreed/upload preliminary Drawing, Design/Layout of the scope of work on tender document. After Issuing LOA/AOC selected agency must have to submit Final/ Complete 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) 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 <u>info@wbldc.in</u> within 48 hrs of taking such decision. Communications received after the due time, will not be entertained for consideration in any way.
- 10)For further information, the bidders are requested to please contact the undersigned.
- 11)No Tender will be accepted across the table and no such receipt will be issued thereon.

- 12)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.
- 13)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.
- 14) In case quoting the rate anywhere other than BOQ, the tender is liable to be summarily rejected.
- 15) 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.
- 16) 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.
- 17)The undersigned reserves the right to cancel the tender at any stage without assigning any reason thereof.
- 18) The offer shall remain valid for <u>60 (Sixty)</u> days from the date of opening of the financial bid. Selected Bidder must have to complete the Job in due time , no extension will be entertained except on emergency . Agency will be penalized in case of unjustified delayed in schedule time frame of work.
- 19) Test certificate of cable and other equipment shall have to be submitted at site with the supply.

ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE TENDER

- 1) The bidders who have been delisted or debarred by any government department shall not be eligible in any way.
- 2) Bidders must have work credentials of similar work (e-Cart / Rickshaw/ Golf Cart Like) with at least 5 years' experience in the field in **similar nature of work**.
- 3) Intending bidder must have facilities with all necessary equipment on their own arrangement.
- 4) Approve rate (Item-Rate 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.



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

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- 5) Implementing agency must have to follow the Guidelines of "Karmashree Scheme" during engagement of unskilled workers for the said Job as per G.O No. 1138(Sec)-PRD-33011/1/2024-MGNREGA SEC dated 07.03.2024 of Spl. Secretary, P & RD, Govt. of W.B.
- 6) Valid up to date clearance of Income Tax return, Professional Tax Clearance Certificate, P.T. (Deposit Challan), PAN Card, GST Registration Certificate, Valid Trade License with the Technical Bid Documents, Income Tax Acknowledgement Receipt for latest assessment year to be submitted. [Non statutory Documents].
- 7) Registered Partnership Deed (for Partnership Firm only) along with Power of Attorney to be submitted along with application, if applicable. (Non-Statutory documents)
- 8) Registered Unemployed Engineers' 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 Engineering.
- 9) Prevailing safety norms has to be followed so that LTI (Loss of time due to injury) is zero.

EVALUATION OF TENDERS

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

Technical Evaluation of the Tender will be held on two parts, i.e. opening & evaluation of tender.

Intending bidder(s) must have to attend <u>Pre-Bid meeting held on 04.06.2024 at 2.00 P.M.</u> 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.

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



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SCOPE OF WORK (Annexure-A) :

JOB: Design & Supply of e-Food Cart and Golf Cart with modified structure, canopy, battery, wiring and outside branding work at different units under West Bengal Livestock Development Corporation Limited, LB-2, Sector-III, Salt Lake, Kolkata-700106 for 2024-25.

Delivery & Tentative Requirement:

SI.	Items	Tentative	Delivery Location
No.		Quantity	
1.	e-Food Cart	01	Nanda Kumar, Purba Medinipur District, West Bengal, 721632
2.	e-Food Cart	01	DPL Township, Durgapur-2,Cokeoven, Dist : Paschim Burdwan, PIN713202
3.	e-Food Cart	01	Khaprail More,, Matigara, Siliguri, Darjeeling, PIN-734010
4.	e-Food Cart	01	Falakata Krishak Bazar (Dakshin Parangerpar) P.O. Falakata Dist. Alipurduar PIN 735211
5.	e-Food Cart	01	Old Kandi Bus Stand, , Berhampore, Murshidabad - 742101
6.	e-Food Cart	01	State Poultry Farm Complex, Purulia, Dist-Purulia, PIN-723101
7.	e-Food Cart	01	State Poultry Farm Complex, Makdampur , Malda, PIN-732103
8.	e-Food Cart	01	Islampur Municipality, New Town, North Dinajpur-733202
9.	Golf Cart – (6+2) Seater	01	CLART, Buddhapark, Kalyani, Nadia, West Bengal
10.	Golf Cart – (6+2) Seater	01	AARM, Simhat, Haringhata, Nadia-741246, West Bengal

1. E- Rickshaw with Canopy : as per following specifications:

Size of Dala (Cargo) : Length -72" X Breadth -48" X Height- 48"

SI.No.	Items	Description	SI. No.	Items	Description
1.	BLDC Motor	1000 W CY	10.	Body	MS Sheet, Tata / Bhusan
1.		(Warranty 6 Months)	10.		(Warranty 36 Months)
2.	Controller	24 Tube CY	11.	Canopy	Rexene – Black
Ζ.		(Warranty 6 Months)	11.		
3.	Wiring	10 mm (RR Cable / Finolex)	12.	Speed	18-20 Km / Hr
э.		(Warranty 24 Months)	12.		
		35"	13.		48 Volt / 15 AMP AXIOM
4.	Differential	(Warranty 6 Months)		Charger	(Warranty 6 Months)
5.	Turo	3.75-12 (CEAT / J.K.)	14	Battery	12 Volt / 100 Amp, (Exide)
5.	Tyre	(Warranty 6 Months)	14.		(Warranty 6 Months)
6.	Converter	15 Amp	15.	No. of Battery	4 Nos. Tublar Lead Acid
0.		(Warranty 6 Months)			
7.	Shocker	43 mm (Warranty 6 Month)	16.	Charging Time	8-10 Hrs
8.	Body Colour	Metallic / Solid	17.	Mileage (with load)	40-50 K.M.
9.	Rim	Normal (Warranty 6 Mth.)	18.	Battery Life Cycle	12 Months

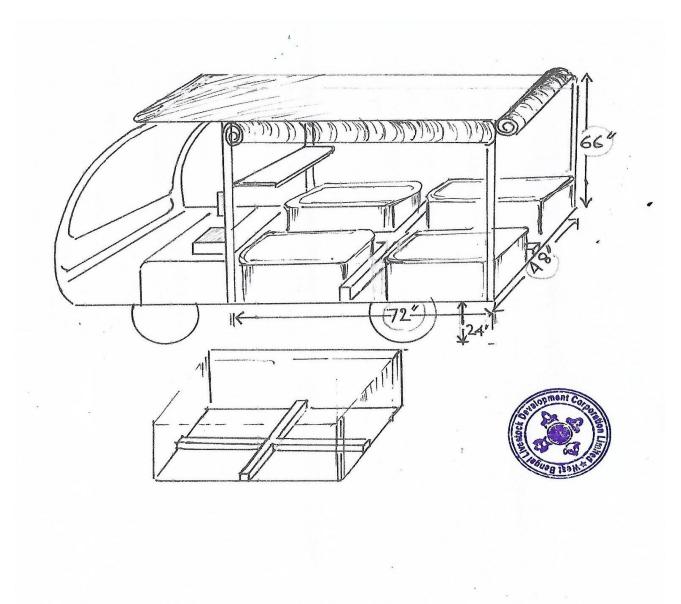


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Design of Dala (Cargo)





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2. GOLF CART (6+2 Seater) Specifications:

SI. No	Parameter	(6+2 Seater)
1.	Seating Capacity	8 Person (6F+2R)
2.	Left / Right Handed Steering	Left
3.	Rear Seats (Foldable / Fixed)	Foldable
4.	Kerb Weight	620kg
5.	Laden Weight	1420kg
6.	Payload Capacity	800kg
7.	Wheelbase	3100mm
8.	Wheel Track (Front)	860mm
9.	Wheel Track (Rear)	970mm
10.	Overall Length	4100mm
11.	Overall Width	1220mm
12.	Overall Height	1845mm
13.	Ground Clearance	110mm
14.	Turning Radius	5m
15.	Motor (AC / DC)	AC
16.	Motor (Power Capacity)	5KW
17.	Controller	400 Amp
18.	Voltage System	48V
19.	Batteries	Exide 8 Volt X 6pc
20.	Brakes	Rear Mechanical Drum Brake
21.	Parking	Foot Parking Brake
22.	Steering	Rack & Pinion
23.	Charger	48V
24.	Charger Charging Current	25 Amp
25.	Chassis (Aluminium / Steel)	Steel
26.	Body Panel with Roof	Ultralight special heat injection molding PP material, performance equivalent to the same level of car bumper split design anti-collision aging resistance
27.	Tyre Size	18*8.5-8



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SI. No	Parameter	(6+2 Seater)
28.	Tyre (Tubeless / With Tube)	Tubeless
29.	Wheels	Steel Rim
30.	Front Suspension	Helical Shock Absorber & Leaf Spring
31.	Rear Suspension	Rear Suspension: Tow Suspension + Rear Axle
32.	Speed	23 Km/Hr
33.	Acceleration / Torque	17 nm
34.	Grade Ability Unladen	20%
35.	Grade Ability laden	20%
36.	Mileage (Per Charging)	80km
37.	Rain Cover	Included
38.	Body Cover / Dust Cover	Included
39.	Spare Tyre (Stepney)	Included
40.	Jack (Hydraulic / Manual)	Manual
41.	Tool Kit with Bag	Included
42.	Wheel Cover	Plastic Rim Decoration
43.	LCD Display	Battery Indicator
44.	Side View Mirror	Included
45.	Music System	Optional
46.	Branding / Graphic	Included supplied design
47.	Manual Book	Included
48.	Light Arrangement	Yes

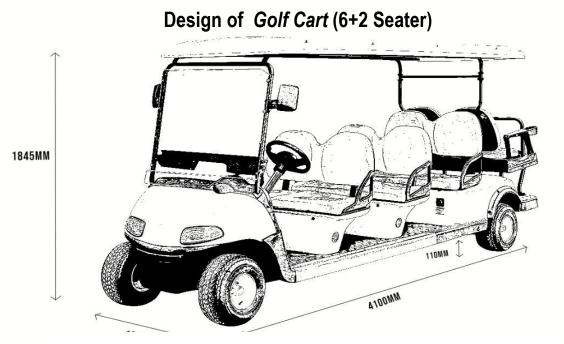
- Delivery (Freight) & Transit Insurance (if required) and Unloading Charges – Included.
- Installation & Demo + 12 Months Free Onsite Service-Mandatory.
- Warranty on Chassis, Motor, Controller, Charger & Battery-12 months.
- Service call / Emergency Call to be attended onsite with 24 Hrs.
- Basic training on operating and maintaining the golf cart must be provided upon delivery.
- Delivery location may alter/ changed on mutual agreement .



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TENDER TERMS & CONDITIONS

01. <u>OPENING OF THE TECHNICAL PROPOSAL:</u>

- (a) Technical proposal will be opened by the authorized officer of the undersigned, electronically from the website using their Digital Signature Certificate (DSC).
- (b) 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.
- (c) Decrypted (transformed into readable formats) documents of the Statutory & Non statutory Cover will be downloaded and handed over to the Tender Evaluation Committee.
- (d) Pursuant to scrutiny & decision of the Tender Evaluation Committee the summary list of eligible bidders will be uploaded in the web portals.
- (e) The Financial Cover (BID-B) of those bidders passing the technical requirements will only be opened. <u>THE DECISION OF UNDERSIGNED/TENDER COMMITTEE WILL BE FINAL &BINDING UPON THE BIDDER IN THIS RESPECT.</u>

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.

The Bidders are bound by the terms and conditions of W.B.F No. 2911 with relevant changes'

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. <u>PERFORMANCE GUARANTY:</u>

(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. <u>AGREEMENT</u>

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 Contact 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. <u>SECURITY MONEY DEPOSIT</u>

Successful tenderer shall be required to deposit Security Money at the rate of 10% (Ten 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 (8% of contract value) to be deducted from deducted from each and every submission of "running" bill to make **10% 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 agency.

The security money will be released **on one month after the satisfactory completion** of the defect liability period (**One Year**) 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. No extension will be entertained except on emergency. Agency will be penalized in case of unjustified delayed in schedule time frame of work.

o8. <u>PAYMENT</u>

Any request for Advance Payment will not be entertained. However, in exceptional cases, advance amount up to 10% advance may be allowed against 110% Bank Guarantee.

- 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 14 days of Issuing of Award of Contract based on Job completion period on approved Design/Lay-Out.
- 3. However, as per instruction of the authority from time to time, the successful bidder shall have to produce the **BAR CHART** in terms of % of completion of work and Physical progress of the work accordingly
- 4. Payment shall be made <u>after executing the order satisfactorily as per</u> <u>specifications & performance chart</u>. 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.
- **5.** For Plant and Machineries : All payment will be made as per performance Chart (Physical & Financial) submitted by the agency prior to start the Job as above. However on prior approval from Competent Authority,

a) 75% Payment may be made after receiving the equipment's at site.

b) 15% Payment may be made after successful installation & commissioning.

c) 10% Payment may be made after one month of successful running of the equipment's.

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.

09. <u>GENERAL: (if applicable)</u>

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. <u>TERMS & CONDITIONS IN ORDER TO PRECEDENCE:</u>

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. ENGINEER-IN-CHARGE AND COMMENCEMENT OF WORK:

The word "Engineer-In-Charge" means the Executive Engineer, 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 Engineer-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. <u>CONDITION IN EXTENDED PERIOD:</u>

When an extension of time for completion of work is authorized by the Engineer-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 <u>7 days after the stipulated</u> 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. <u>CO-OPERATION AND DAMAGES AND COMPLETION OF WORK:</u>

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 Engineer-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 Engineer-In-Charge.

14. 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 chargers overhead charges etc. will be deemed to have been covered by the rates quoted by the agency. 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 Engineer-In-charge of the work. No claim whatsoever in this respect will be entertained.

15. 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 agency.

16. MATERIALS TO BE USED:

Suggested Brand Name/ names of different type of materials are to be use for this work as specified in Schedule or as per direction of Engineer-In-Charge.

17. <u>SUPPLEMENTARY/ADDITIONAL ITEM OF WORKS:</u>

Notwithstanding the provisions made in the related tender Form any item of the work which can be legitimately be considered as not stipulated in the specific schedule of probable items of work but has become necessary as a reasonable contingent item during actual execution of work will have to be done by then Agency if so, directed by the Engineer-In-Charge and the rates will be fixed with manner as stated below:-

- (a) Rate of Supplementary items shall be analyzed in the 1st instant extended possible from the rates of the allied items of work appearing in the tender schedule.
- (b) Rate of supplementary items (if required) shall be analyzed to the maximum extent possible from rates of the allied items of work appearing in the P.W Department schedule of rates for Building and S&P along with all addenda and corrigenda of probable items of work forming part of tender document Rates for the working area enforce at the time of N.I.T.

18. QUANTITY:

Quantity of e-Cart & Golf Cart which are given in the tender schedule / Annexure - A is provisional *(TENTATIVE)* and actual quantity will be indicated in the orders for supply.

19. <u>APPROVAL OF SAMPLE:</u>

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

20. DRAWINGS:

Intending Bidder must have to submit Drawing/Design and Lay out of the entire Job based Scope of Work(specifications) in tender documents .All works shall be carried out in conformity with *the drawings /Lay Out approved by this Department*. After Selection the Approved Agency have to Submit projected Lay out of Plan (Planning of job completion) both Physical as well as Financial based on approved Drawing <u>within 7 Days from the issuing of Award of Contract</u> . Necessary Payment will be made based on such projection as per payment terms and conditions. However, the Agency shall have to carry out all the works according to the departmental general arrangement drawing (as per specifications Annex-A / updated version) and detail working drawings to be supplied by the Department from time to time.

21. <u>UNSERVICEABLE MATERIALS:</u>

The Agency shall remove all unserviceable materials, obtained during execution at place as directed. The agency shall dressed up and clear the work site after completion of work as per direction of the Engineer-in-Charge. No extra payment will be made on this account.

22. <u>AGENCY'S RISK FOR LOSS OR DAMAGE:</u>

All risk on account of railway or road carriage or carriage by boat including loss or damage of vehicles, boats, barges, materials or labour, if any, will have to be borne by the agency without any extra claim towards department.

23. <u>IDLE LABOUR:</u>

Whatever the reasons may be no claim of idle labour, enhancement of labour rate additional establishment cost, cost of TOLL and hire and labour charges of tools and plants Railway freight etc. would be entertained under any circumstances.

24. <u>CHARGES AND FEES PAYABLE BY AGENCY:</u>

- a) The agency shall be all notices and pay all fees required to be given or paid by any statute or any regulation or by law and any local or other statutory authority which may be applicable to the works and shall keep the department against all penalties and liability of every kinds for breach of such statute regulation or law.
- b) The Agency shall have save harmless and indemnify the department from and against all claims demands suit and proceedings for or an account of infringement of any patent rights design, trade mark of name of other Protected write in respect of any constructional Plant machine, work, materials, thing or process used for or in connection with works or temporary works or any of them.

25. <u>REALISATION OF DEPARTMENTAL CLAIMS:</u>

Any some of money due and payable to the agency (including security deposit returnable to him) under this contract may be appropriated by the Government and set off against any claim of Government for the payment of sum of money arising out of this contract or under any other contract made by the agency with the Government.

26. TRANSPORTATION ARRANGEMENT:

The agency shall arrange for all means of transport including Railways Wagons required for carriage and supply of materials and also the materials required for the construction work. The Department may however, at their own discretion grant necessary certificates, if required, for procurement of railways Wagons. But, in case of failure of the Department to help the Agency in this respect, the agency will have to procure wagons at his own initiative and no claim whatever on the ground of non-availability of wagons shall be entertained under any circumstances. If Railways Wagons are not available, the Agency will have to depend on transport of materials by road as necessary to complete the work in time and the agency must consider this aspect while quoting rate.

27. <u>TENDER'S RATE:</u>

The agency 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 drawing and design 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.

28. <u>DEFECT LIABILITY PERIOD (WARRANTY PERIOD):</u>

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/ Nonfunctioning is detected during this period as mentioned the Agency shall make the same good at his own expense to the satisfaction of the Engineer-In-Charge or in default the Engineer-In-Charge may cause the same to be made good by other agency and deduct the cost (of which the certificate of the Engineer-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 Agency. If the Agency fails to attend the Call within this this frame , Corporation have every right to recover this from open market , in such cases bill for such incidence / accident will be recovered from security deposit of the Approved Agency .



(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-696e/2024-25

Date of Issue: 24/05/2024

- **29.** 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.
- **30.** 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.
- **31.** 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.
- **32.** No Adjustment of Price or Price Escalation of any kind will be allowed. Notification No. 23-CRC/2M-61/2008 dated 13.03.2009 & Notification No. 38-CRC/2M-61/2008 dated 20.04.2009 shall not be applicable for the job included in this NIT.
- **33.** If more than one Bidder quoted same rate in a single item 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.
- **34.** The Earnest Money/ Security deposit 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.
 - d) If the bidders fails onsite after sale service as per rules.
 - e) If any damaged occurred during warranty period and not recovered by stipulated time by the L-1 bidder .

And 2

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

APPLICATION FORMAT (FORM - I)

(To be furnished in the Company's Official Letter Head Pad with full Address with Contact No., Telephone No., FAX No., email address, Website etc.)

To Managing Director West Bengal Livestock Development

Corporation Limited, LB-2, Sector-III, Salt Lake City, Kolkata – 700 106.

> Sub: "e -Tender on Design & Supply of e-Food Cart and Golf Cart with modified structure, canopy, battery, wiring and outside branding work at different units under West Bengal Livestock Development Corporation Limited, LB-2, Sector-III, Salt Lake, Kolkata-700106 for 2024-25".

Ref: NIT No: WBARD/WBLDC/NIT-696e/2024-25 Date of Issue: 24/05/2024

Dear Sir,

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

Should this tender be accepted, the work shall be completed within stipulated period from the date of work order.

I/We further declare that I/we have read the specifications carefully and are fully conversant with all aspects of the supply site and appraised the condition of the site in regards to the execution of this supply.

I / We understand that: -

- a) Tender Inviting and Accepting Authority can amend the scope & value of the contract bid under this NIT.
- b) Tender Inviting and Accepting Authority reserve the right to reject any tender without assigning any reason.

I/We also agree that the decision of the Managing Director, West Bengal Livestock Development Corporation Ltd. in all matters in respect of this tender will be final & binding on me.

Yours faithfully,

Date: Signature & office seal:

Name of the Firm: Address with PIN:

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 supply and have made myself/ourselves fully acquainted with local conditions in and around the site of supply. I /We have carefully gone through the Notice Inviting e-Tender and other tender documents mentioned therein along with the drawing sketch with specifications attached . I/We have also carefully gone through the Scope of Work , terms and conditions of NIT.

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 supply in timeframe as per specified 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 supply to the full satisfaction of the Engineer-In-Charge.

I/We also agree to procure tools and plants, at my/our own cost required for the work as well as during service call onsite.

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 2021-22, 2022-2023 & 2023-2024 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)

<u>Affidavit Proforma</u> (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)

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.I also declare that , I have gone through the all terms and conditions of said NIT (specially based on items specifications). If any offence / negligence/violation of general purchase rules occur from my side the Tender inviting authority have every right to take action (Penalty / Blacklisting) against me as per rules.

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 :

(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.)

<u>WORKING (CREDENTIAL) DETAIL</u> (<u>Mandatory</u>)

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

<u>CHECK LIST (FORM – VI)</u> Information about Bidders under Company Letter-Head (To be uploaded with the Technical Bid)

	Information about Bidders under Company Letter-Head (To be u	/
SI.	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 30/06/2024) whether uploaded	
9	Original GST registration Certificate whether uploaded.	
10	IT returns of 2022 – 2023 Financial year whether uploaded.	
11	Trade License valid up to 30/06/2024 whether uploaded	
12	Credential of similar nature of work whether uploaded.(FORM-V)	
13	Certificate from Chartered Firm in the official pad whether uploaded. (The agency / company should have minimum annual turnover of Rs. 300 lakh) (FORM-III)	
14	Audited balance sheet for the last 3 years whether uploaded.	
15	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

(BANK GUARANTEE SAMPLE FORMAT)

To, W.B.L.D.C Ltd. LB-2, Sector-III Salt Lake City Kolkata- 700-106

Tender Ref. No: NIT No: WBARD/WBLDC/NIT-696e/2023- 24 dt.: 24/05/2024

At	request of our Client having its Registered Office a
stro Dev lette	o has accepted the tender, for "e -Tender on Design & Supply of e-Food Cart and Golf Cart with modifie ucture, canopy, battery, wiring and outside branding work at different units under West Bengal Livestoc velopment Corporation Limited, LB-2, Sector-III, Salt Lake, Kolkata-700106 for 2024-25 " with reference to the Offer er (<u>Memo No.:; Dated:</u>). The supplier has requested us for a performance guarantee of
<u>KS</u> .	. (Rupees) only (Including Tax, Insurance and Packing).
We	BANK having its branch office situated a
witł clai	the event of the supplier failing to perform their obligations under the contract for any reason what-so-ever we shall pa hout any demur a sum of Rs
	less a demand or claim is made in writing by you to us under this guarantee and reaches us on or before due date, a obligations hereunder shall cease and we shall not entertain any claim after the due date
incl	issuance of said Bank Guarantee our guarantee is unconditional and valid in your favor until luding the mailing period. We indemnify you against any loss or damage whatsoever and the same will be remitted as pe ur advices.
Not	twithstanding anything contained hereinabove, our liability under this guarantee is restricted t and will remain in full force up to All your rights under the sai
pay	arantee shall be forfeited and we shall be relieved and discharged from all liabilities hereunder unless a written claim for ment under this guarantee is lodged on us within zero months from the date of expiry of the guarantee i.e. on or befor , irrespective of whether or not the original guarantee is returned to us.
No	twithstanding anything contained under the said BG
	 Our liability under this Bank Guarantee shall not exceed Rs(Rupees

- 2. This Bank Guarantee shall be valid up to _____ 2024.
- 3. We are liable to pay to guarantee amount or part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before _____, 2024.

Place: _____

Date: _____

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 <u>ONE</u> <u>PART</u>.

AND

...., 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 <u>OTHER PART</u>.

WHEREAS the First Party is desirous that the work of "e -Tender on Design & Supply of e-Food Cart and Golf Cart with modified structure, canopy, battery, wiring and outside branding work at different units under West Bengal Livestock Development Corporation Limited, LB-2, Sector-III, Salt Lake, Kolkata-700106 for 2024-25" wanted to execute the said work and for the purpose floated open Tender on line.

AND

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.

Agency	Managing Director. W.B.L.D.C.Ltd.
<u>S e a l</u> Witness and address: – 1.	<u>S e a l</u> Witness and address: – 1.
2.	2.