

West Bengal tourism Development Corporation Limited

(A Govt. of West Bengal Undertaking)

DG Block, Sector-II

Website: www.wbtdcl.com

No. 463 /WBTDCL-11012(17)/9/2018-GM(WBTDCL)-WBTDCL

Date: - 21.6.2019

NOTICE INVITING e-TENDER

Notice Inviting e-Tender No. 07/WBTDCL OF 2019-20 (Operations)

TENDER FORM

NOTICE INVITING e-TENDER FOR KITCHEN EQUIPMENTS FOR BISHNUPUR, JHARGRAM & DIGHA

e-Tender is invited by Managing Director, West Bengal Tourism Development Corporation Limited from the reputed bonafide financially sound contractor having sufficient experience in execution of the following works for supply and installation of KITCHEN EQUIPMNTS for Bishnupur, Jhargram & Digha Tourist Lodge Of WBTDCL

Details are as follows

The Tender document along with terms and conditions can be downloaded from the website www.wbtdcl.com & www.wbtenders.gov.in

Date and Time Schedule:

| Sl. No. | Particulars | Date & Time |
|---------|--|---------------------|
| 1 | Date of uploading of N.I.T. Documents (online) (Publishing Date) | 24.06.2019, 05:00PM |
| 2 | Documents download/sell start date (Online) | 24.06.2019, 05:00PM |
| 3 | Documents download/sell end date (Online) | 10.07.2019,10:00AM |
| 4 | Bid submission start date (On line) | 24.06.2019, 05:00PM |
| 5 | Bid Submission closing (On line) | 10.07.2019,10:00AM |
| 6 | Bid opening date for Technical Proposals (Online) | 12.07.2019,11:00AM |

The Management reserves the right to reject any or all applications without assigning any reason thereof.

Sd/-

Managing Director, WBTDCL Ltd.

West Bengal tourism Development Corporation Limited

(A Govt. of West Bengal Undertaking)

DG Block, Sector-II

Website: www.wbtdcl.com

(TO BE WRITTEN ON TENDERER'S LETTERHEAD)

Last Date for Submission:

Time :

To
The Managing Director,
WBTDCL,
Saltlake, Kolkata

Sir,

1. I / we, the undersigned having gone through the Tender Documents, understood the requirements and having read all the terms and conditions therein, submit the following tender documents: -

- a. Particulars of the tenderer/ TECHNICAL BID (Annexure-I)
- b. The information and instructions duly signed by me / us as token of having read and understood the terms and conditions. (enclosed as Annexure- II)
- c. I/we agree to execute an agreement in format prescribed on my/our selection as successful tenderer and Draft Agreement duly signed by me/us as token of having read and understood the comments (enclosed as Annexure-III).
- d. Financial Bid (Annexure - IV) to be quoted in the scheduled BOQ
- e. Price schedule
- f. All the above will form the part of Agreement.

2. My / our tender is valid for a period of 6 (six) months from the date of opening of Financial Bid. I/we are fully aware that no change in the rates or terms and conditions of the tender is permitted due to any reason. In case, I/ we withdraw this tender before this period or delay in delivering the equipment within the stipulated period, the Earnest Money Deposit and bills for already completed job shall stand forfeited.

3. I/we agree to engage qualified and trained staff fully conversant with the job and shall bear their salaries, wages and perks incidental expense including medical expense, if any. I/we will also adhere to Labour Laws, Social Legislation or any law as required under the Laws of the Land.

4. I/we agree to abide by all the terms and conditions as contained in the Tender Documents as well as in the Agreement. I/we have understood that the conditional tender will be liable for rejection. Further, I/we have understood that the decision of the Management of WBTDc is final and Management is not bound to accept the lowest or any other tender it may receive. Expenses incurred by the Tenderer in presenting or submitting this Tender or preparation etc will not be reimbursed / refunded in the event of rejection.
5. I/we agree to allow the authorized representatives/officers of WBTDc to inspect my/our establishment and workshop unit before acceptance of tender.
6. I/we agree that the tenderer has to make a presentation regarding the supply and installation of the equipments to a Committee constituted by Managing Director, WBTDc before opening the Financial Bid.
7. I/we understand that the work to be executed as per the standards and specifications laid down by WBTDc in tender document and I/We agree to abide by all the terms & conditions and undertake to maintain the requisite standards in this regard.
8. I/we agree that the Institute reserves the right to reject any or all tenders without assigning any reason thereof.

Signature of Authorized Signatory

Address :

Seal :

Tele no(s) :

Dated: _____

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e-TENDER FOR KITCHEN EQUIPMENTS FOR FOR BISHNUPUR, JHARGRAM & DIGHA
TOURIST LODGE OF WBTDCL

(PLEASE STRIKE OFF WHICHEVER IS NOT APPLICABLE)

1. Name of the Tenderer :
Son / Wife / Daughter of Shri. :
Age /D.O.B :
2. Name of the Firm (Company) :
Permanent Address :
Registered Office (if any) :
Telephone No. (Office/Factory) :
(Residence) :
3. Address of Factory/Manufacturing/Dealer unit :
4. Status of Tenderer (Whether Sole Proprietor/HUF Business/ Partnership/Limited Company) :
5. Status of the Signatory of this Tender in case of HUF Business/ Partnership/Limited Company :
6. Names and Address of the Bankers :

- 7. Details of licenses :
 - a. Trade License :
 - b. GST :
(Photocopies to be enclosed)
- 8. Past Experience in the Trade :
(A brief/certificates to be enclosed)
- 9. Particulars of Income Tax, last Assessment with Permanent Account Number (photocopy to be enclosed) :
- 10. Particulars of Earnest Money Deposit :
- 11. Particulars of payments towards the cost of tender documents, if downloaded from website :

SIGNATURE OF THE TENDERER

SEAL

NOTE :

- a. In case of sole proprietary concern, the name of the proprietor, father's/husband's name, age, residential address and office & residence phone numbers are to be indicated.
- b. In case of Partnership Concern, the Attested Photostat copy of the Registered Partnership Deed is to be enclosed. The Partnership Deed should state specifically that a particular partner or partners are authorized to deal with any matter of Firm/Company. Certified Photocopy of the Income Tax assessment of the Partnership Firm as well as Individual Partners (for last 3 years) is to be enclosed.
- c. In the case of HUF Business, an Income Tax Registration Certificate is to be enclosed in addition to the above as per (b).
- d. In all cases, Income Tax Clearance Certificate of the applicant / tenderer (valid as on date of submission of tender) should be enclosed.
- e. This covering letter written on company's letterhead must be attached with the Annexures as mentioned in Terms and Conditions to form part of technical Bid.

Annexure II

West Bengal tourism Development Corporation Limited

(A Govt. of West Bengal Undertaking)

DG Block, Sector-II

Website: www.wbtdcl.com

GENERAL TERMS AND CONDITIONS

1. Each tender shall be accompanied by a bank draft covering the amount of Earnest Money of Rs. 82816/- (Rupees Eighty Two Thousand Eight Hundred and Sixteen only). In the event of e-filling, intending bidder may download the tender documents from the website <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate. Necessary Earnest Money has to be deposited by the bidder through the following payment mode as per Memorandum of Finance Department vide No. 3975- F (Y) dated 28th July, 2016.
 - a. Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI bank payment gateway.
 - b. RTGS/ NEFT in case of offline payment through bank account in any bank.
2. In addition to the earnest money, 2.50% of gross bill would be deducted from the successful tenderer during the time of payment of bill as Security Deposit. Earnest money and the security deposit would be refunded to the successful tenderer after executing the total order and completing the warranty period.
3. The quantities are and shall be deemed to be only approximate and will not in any manner whatsoever binding on WBTDCL.
4. The tenderer may quote for total no. of items as in the price schedule (I). The L1 will be determined on the basis of total quote for all items and not individual ones.
5. Tenderer are requested to give detailed description and specifications together with the drawing and printed leaflets of the articles tendered for, wherever possible/necessary.

6. The supplier shall provide, furnish and deliver the supplies at the premises of mentioned tourist lodge within the specific time frame of this contract, unless it is terminated earlier. The nature of the equipment and description specified in the tender form hereto shall be taken as a part of this contract.
7. In case the equipment or any part found not as per specification and thereof has been rejected, WBTDC shall not be required to assign or give any reason for such rejection and their decision shall be final. In case of any of the said equipment being rejected or not being supplied as aforesaid, WBTDC shall be at liberty to purchase the same at the cost and expenses of the supplier and the supplier shall on demand, pay to WBTDC all such extra costs, charges and expenses as shall or may be incurred or sustained in procuring the same and/or the extra amount spent by WBTDC on account of such purchases, shall be deducted from the security/running bills.
8. The supplies must be accompanied with proper dated challans/advice mentioning therein separately, the quantity of ordered and quantity supplied in respect of each item.
9. In the event of failure on the part of the 'Supplier' to supply the equipment, in accordance with the specification notified and the conditions entered herein, WBTDC shall have the right to make alternative arrangement at the cost and risk of the supplier. The supplier shall reimburse the extra cost to WBTDC and in case of his failure to do so WBTDC shall have the right to recover the amount from the security deposit of the supplier of any dues owed to the institute by the supplier. It should be clearly understood that WBTDC's right and the supplier's obligation for compensation is not limited to the extent of security deposit and/or the dues owed and the Institute shall have the right to proceed against the supplier for the recovery of its claim in excess of the security deposit and/or the dues available with WBTDC. WBTDC has a right to withhold the Security Deposit and appropriate the same if need be until the dues of the supplier are fully settled.
10. In case of breach of any of the conditions stipulated herein WBTDC shall be at liberty to terminate the contract without prejudice to the right of WBTDC to claim damages on account of breaches thereof in the same manner as stated above.
11. The supplier shall not be directly concerned or in any way deal with the officers or other persons employed by or under the authority of WBTDC in making the supplies hereby/contracted for, nor shall be the suppliers either directly or indirectly, give or promise to pay or give, or permitted to be given to any person or persons or in any department under WBTDC, money or gratuity, fee or reward for any matter or thing or any way relating to the performance of the contract.
12. The supplier shall not assign the present contract or in any manner allow any other person or persons to interfere in the Management or performance thereof, without the written permission of WBTDC.
13. The supplier shall quote the cost of supplies/materials, inclusive of all taxes and duties payable and no amount over and above the quoted price/cost shall be

claimed. The supplier shall deliver / install / commission the equipment in the premises of the concerned tourist lodge.

14. The bills for the supplies as aforesaid may be preferred by supplier on WBTDc after the supply and successful installation/commissioning of the equipments, accessories and all other materials and proven performance proper execution of the supply. The bills should be made on proper printed bill with serial numbered and in no case on the letterheads. The bills should be submitted along with duplicate challans having signature of concerned authorities of WBTDc. Upon receiving the bill WBTDc will process the bill for payment subject to satisfactory certificate from the competent authority.
15. The supplier/contractor shall furnish a warranty in the format enclosed on a Stamp Paper of Rs.100/-.
16. Any over payment of the Supplier's bills for the supplies made under these terms and conditions shall be recovered from the supplier's bills subsequently submitted for payment and if such over payments or any portion thereof or thereafter remitted by the supplier the amount so recovered will be refunded to the supplier. WBTDc shall have the right to recover the overcharges, from the security deposit as well.
17. WBTDc shall pay for such approved material as shall be supplied by the supplier and accepted by the said committee/officers for and on behalf of WBTDc under or by virtue of these terms and conditions at the rates and prices which will be specified and contained in the Schedule after the tender has been approved.
18. The latest Income Tax assessment order and the Income Tax Clearance Certificate will accompany each tender. In case the Income of the supplier is not taxable, an affidavit to this effect may be attached to the tender.
19. Tenders from suppliers with sound financial standing and capacity will only be considered. No interest will be payable on Earnest Money/Security Deposit. Tenderer withdrawing before the announcement of successful tenderer shall be liable to have his earnest money forfeited.
20. An agreement (copy attached) is to be signed with WBTDc embodying all terms and conditions of the tender before the order are placed by WBTDc, after the receipt of acceptance letter from the institute. The cost of the stamp papers of appropriate value shall be borne by the supplier.
21. The Security Deposit shall be refundable after due performance of the agreement or audit of accounts whichever is later.
22. Maximum period for each tender that will hold well must be mentioned. The tender must hold good for at least six months after opening of the financial bid.
23. Every tenderer should give a comprehensive rate as specified in **Price Schedule** . The rates would be inclusive of GST or any other applicable Govt. taxes and incidental charges. L1 bidder will be considered on the basis of total estimate.

24. WBTDC reserves the right to accept whole or part of the tender.
25. WBTDC reserves the right to negotiate reduction in the rates or to reject any or all tenders without assigning any reasons.
26. TDS (Income Tax) would be deducted from the gross value of the bills as per rules.
27. In the event of a dispute arising between the supplier and WBTDC during the currency of the contract or after the conclusion thereof, the same shall be referred to the Sole Arbitration of the Chairman, WBTDC or the Officer appointed by him and his award shall be final and legally binding on both the parties and there will be no objection to this effect that the officer who has been appointed by the Chairman is an employee of WBTDC or that in course of his dealing with official matter he has expressed any opinion on this subject.
28. Subject to clause 27 above, the Courts at Kolkata alone will have jurisdiction.
29. Tenders received after stipulated time and period for any reason will not be entertained in any circumstance.
33. WBTDC reserves the right to negotiate reduction in the rates or to reject any or all tenders without assigning any reasons.
34. The following terms used in the foregoing paragraphs shall have the meaning given against each: -
- a. 'WBTDC' means 'West Bengal Tourism development corporation Ltd
 - b. 'Supplier' means the successful tenderer to whom the contract is awarded.
 - c. 'Contractor' means the successful tenderer to whom the contract is awarded.
 - d. 'Officer' means the officer named by the Managing Director, WBTDC to receive and inspect the supplies.
 - e. 'Chairman' means the Chairman of WBTDC
35. Payment Terms: Payment will be against submission of RA Bill after completion of work in each Tourist Lodge along with due certification from the concerned SAE & Tourist Lodge Manager.

Signature of Tenderer with seal

Annexure III

DRAFT AGREEMENT

THIS AGREEMENT made this _____ day of _____ Two Thousand _____ between _____ (herein called the supplier) which term shall, unless excluded by or its repugnant to the context, be deemed to include his heirs, representations, successors and assignees having its office at _____ of the one part and West Bengal Tourism development Corporation Ltd, DG Block, Sector-II, Saltlake, Kolkata herein after called the Purchaser (which term shall unless excluded by/or repugnant to the context, be deemed to include its Chairman, Managing director, Officers or any of them specified by the Managing director in this behalf, & shall also include its successors and assignee of the other party.

Whereas the Institute wishes to purchase _____ for which tenders were invited and where as the Supplier has submitted the tender which has been accepted by the Purchaser.

This agreement witnesses as under:-

1. That the supply of equipment will be completed within **60 days** after executing of this agreement. WBTDc reserves the right to terminate the contract at any time and without arising any reason by giving to the contractor/supplier Three days notice in writing or its intention to do so and the contractor shall not be entitled for any compensation by the reasons of such termination.
2. That in case of, the equipments are not supplied by the suppliers/contractors, WBTDc may purchase/procure the material from the open market or other schedule contractors. In that case, the additional cost of the equipment will be deducted from the supplier/contractor from the earnest money or any other dues from the Institute. If the additional amount is more than the earnest money deposit, then the contractor should liable to pay the difference amount to the Institute. The entire cost and risk will born by the supplier/contractor.

3. That in addition to the earnest money, 2.50% of gross bill would be deducted from the successful tenderer during the time of payment of bill as Security Deposit. Earnest money and the security deposit would be refunded to the successful tenderer after executing the total order and completing the warranty period.
4. That the supplier shall provide, furnish and deliver the supplies at the premises of Concerned Tourist lodge within the specific time frame of this contract, unless it is terminated earlier. The nature of the equipment and description specified in the tender form hereto shall be taken as a part of this contract including general terms & conditions as annexed II.
5. That in case the equipment or any part found not as per specification and thereof has been rejected, WBTDC shall not be required to assign or give any reason for such rejection and their decision shall be final. In case of any of the said equipment being rejected or not being supplied as aforesaid, WBTDC shall be at liberty to purchase the same at the cost and expenses of the supplier and the supplier shall on demand, pay to the institute all such extra costs, charges and expenses as shall or may be incurred or sustained in procuring the same and/or the extra amount spent by WBTDC on account of such purchases, shall be deducted from the security/running bills.
6. That the supplies must be accompanied with proper dated challans/advice mentioning therein separately, the quantity of ordered and quantity supplied in respect of each item.
7. That in the event of failure on the part of the 'Supplier' to supply the equipment, in accordance with the specification notified and the conditions entered herein, the Institute shall have the right to make alternative arrangement at the cost and risk of the supplier. The supplier shall reimburse the extra cost to WBTDC and in case of his failure to do so WBTDC shall have the right to recover the amount from the security deposit of the supplier of any dues owed to WBTDC by the supplier. It should be clearly understood that WBTDC's right and the supplier's obligation for compensation is not limited to the extent of security deposit and/or the dues owed and WBTDC shall have the right to proceed against the supplier for the recovery of its claim in excess of the security deposit and/or the dues available with WBTDC. WBTDC has a right to withhold the Security Deposit and appropriate the same if need be until the dues of the supplier are fully settled.
8. That in case of breach of any of the conditions stipulated herein WBTDC shall be at liberty to terminate the contract without prejudice to the right of WBTDC to claim damages on account of breaches thereof in the same manner as stated above.
9. That the supplier shall not be directly concerned or in any way deal with the officers or other persons employed by or under the authority of WBTDC in making the supplies hereby/contracted for, nor shall be the suppliers either directly or indirectly, give or promise to pay or give, or permitted to be

given to any person or persons or in any department under the institute, money or gratuity, fee or reward for any matter or thing or any way relating to the performance of the contract.

10. That the supplier shall not assign the present contract or in any manner allow any other person or persons to interfere in the Management or performance thereof, without the written permission of WBTDC.

11. That the bills for the supplies as aforesaid may be preferred by supplier on WBTDC after the supply and successful installation/commissioning of the equipments, accessories and all other materials and proven performance proper execution of the supply. The bills should be made on proper printed bill with serial numbered and in no case on the letterheads. The bills should be submitted along with duplicate challans having signature of concerned Institute authorities. Upon receiving the bill WBTDC will process the bill for payment subject to satisfactory certificate from the competent authority.

12. That the supplier/contractor shall furnish a warranty in the format enclosed on Stamp Paper or on plain paper of Rs.100/-.

13. That any over payment of the Supplier's bills for the supplies made under these terms and conditions shall be recovered from the supplier's bills subsequently submitted for payment and if such over payments or any portion thereof or thereafter remitted by the supplier the amount so recovered will be refunded to the supplier. WBTDC shall have the right to recover the overcharges, from the security deposit as well.

14. That WBTDC shall pay for such approved material as shall be supplied by the supplier and accepted by the said committee/officers for and on behalf of WBTDC under or by virtue of these terms and conditions at the rates and prices which will be specified and contained in the Schedule after the tender has been approved.

15. That the latest Income Tax assessment order and the Income Tax Clearance Certificate will accompany each tender. In case the Income of the supplier is not taxable, an affidavit to this effect may be attached to the tender.

16. That the Security Deposit shall be refundable after due performance of the agreement or audit of accounts whichever is later.

17. That TDS (Income Tax) would be deducted from the gross value of the bills as per rules.

18. That in the event of a dispute arising between the supplier and WBTDC during the currency of the contract or after the conclusion thereof, the same shall be referred to the Sole Arbitration of the Chairman, WBTDC or the Officer

appointed by him and his award shall be final and legally binding on both the parties and there will be not objection to this effect that the officer who has been appointed by the Chairman is an employee of the WBTDC or that in course of his dealing with official matter he has expressed any opinion on this subject.

19. Subject to clause 27 above, Courts at Kolkata alone will have the jurisdiction.

IN WITNESS TO THIS parties above mentioned have signed the contract on the date and year first stated above.

IN PRESENCE OF
the

Signed and delivered by

above named contractor/supplier

1.

2.

IN WITNESS OF

Signed and delivered by

1.

Managing Director

2.

-----Note:

1. 'WBTDC' means 'West Bengal Tourism development Corporation Ltd
2. 'Supplier' means the successful tenderer to whom the contract is awarded.
3. 'Contractor' means the successful tenderer to whom the contract is awarded.
4. 'Officer' means the officer named by the Principal/Secretary of the Institute to receive and inspect the supplies.
5. 'Chairman' means the Chairman of Board of Governors of the Institute/Society.

Signature of Tenderer with seal

WARRANTY FORM

The contractor/seller hereby declares that the goods/stores/articles sold to the buyer under this contract shall be of the best quality (and workmanship) and shall be strictly in accordance with the specifications and particulars contained/mentioned in the clause Hereof and the contractor/seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of days/months from the date of delivery of the said goods/stores/articles, if during the aforesaid period of days/months the said goods/stores/articles by discovered not to conform to the description and quality aforesaid or have deteriorated (and the decision of the Purchaser in that behalf will be final and conclusive) the purchaser will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection the goods/articles/stores will be at the seller's risk and all the provisions herein contained relating to rejection of goods etc., shall apply. The contractor/seller shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by the purchaser otherwise the contractor/seller shall pay to the Purchaser such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchaser in that behalf under this contract or otherwise.

INSTRUCTION TO BIDDERS

General guidance for e-Tendering:

Instructions / Guidelines for electronic submission of the tenders have been annexed for assisting the contractors to participate in e-Tendering.

- i. Registration of Contractor:

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System, through logging on to <http://wbttenders.gov.in>. The contractor is to click on the link for e-Tendering site as given on the web portal.

ii. Digital Signature certificate (DSC):

Each contractor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated in Clause A.1. Above. DSC is given as a USB e-Token.

- iii. The contractor can search & download N.I.T. & Tender Document(s) electronically from computer once he logs on to the website mentioned in Clause A.1. Using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
- iv. Participation in more than one work

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job all his applications will be rejected for that job.

v. Submission of Tenders:

Tenders are to be submitted through online to the website stated in Clause A.1. in two folders at a time for each work, one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

Technical Proposal:

The Technical proposal should contain scanned copies of the following in two covers (folders).

(a). Statutory Cover Containing the following documents:

- i. Pre-qualification Application

1. N.I.T. (*download properly and upload the same digitally Signed*). **The rate will be quoted in the B.O.Q.** as per Price Schedule will be encrypted in the B.O.Q. under Financial Bid.
2. NIT with Special terms & conditions and specification of works.

(b). Non-statutory Cover Containing the following documents:

- i. Professional Tax (P.T.) deposit receipt challan for the financial year 2017-18, Pan Card, IT, Saral for the Assessment year 2017-18,GST No.
- ii. Registration Certificate under Company Act. (if any).
- iii. Registered Deed of partnership Firm / Article of Association & Memorandum.
- iv. Power of Attorney (For Partnership Firm / Private Limited Company, if any).
- v. Statutory audit report or Tax Audited Report in 3 CD/ 3 CA form along with Balance Sheet & Profit & Loss A/c. for the last 4 (*four*) years (year just preceding the current Financial Year will be considered as year - I)
- vi. Clearance Certificate for the Current Year issued by the Assistant Register of Co-Operative Society (ARCS), bye laws are to be submitted by the Registered Labour Co-Operative Society / Engineers' Co-Operative Society.
- vii. List of machineries possessed by own / arranged through lease hold agreement along with authenticated copy of invoice, challan & waybill of this N.I.T.
- viii. List of Technical staffs along with structure & organization
- ix. Financial Statement.

Sd/-
Managing Director
WBTDC Ltd.