

WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LTD.

"Pratiti", 23 Abanindranath Tagore Sarani,
Kolkata 700017

SALE NOTICE

WBIDC invites intending purchasers to participate in the open bid tender for disposal of identified assets of Manikanchan SEZ, Salt Lake on "as is where is and what so ever there is basis". Interested parties may download further details from WBIDC Website www.wbidc.com.

Tender Document
For
Disposal of Identified Assets of
Manikanchan Sez,
Sector V, Salt Lake

Issued by
West Bengal Industrial Development Corporation Ltd.
"Protiti", 23 Abanindranath Tagore Sarani,
Kolkata 700017

**West Bengal Industrial Development Corporation Ltd. (WBIDC)
"Protiti" 23 Abanindranath Tagore Sarani, Kolkata 700017**

Invitation of Tender

West Bengal Industrial Development Corporation Limited (WBIDC) invites proposal in sealed envelopes, comprising of Financial Bid, Bank Guarantee and other documents for sale of identified assets (list of assets as described in this Tender Document) in six lots (LOT- A, B, C, D, E & F) on "as is where is and what so ever there is" basis in terms and conditions as stated below:

1. Tenders are invited in 6 (six) different lots for sale and complete dismantle (if required) and removal thereof of the Plant and Machineries lying at the premises located at Manikanchan SEZ, Plot CN1, Sector V, Salt lake, Kolkata – 700 091 provided as under:
 1. Lot A: 3 nos. Carrier make Chiller unit of 90 TR.
 2. Lot B: HVAC, HT, LT & AHU Panel.
 3. Lot C: R.O. Plant.
 4. Lot D: 500 KVA Transformers.
 5. Lot E: Pumps of Sewerage Treatment Plant.
 6. Lot F: AC Duct Line
 2. Assets for Disposal: The detailed list of Plant and Machineries (annexed herewith) of Manikanchan SEZ is offered for disposal on 'as is where is and what so ever there is' basis. These items will be the property of the Purchaser(s) and the Tenderers will have to quote lump sum offer price for each Lot in the prescribed format.
 3. Tenderers may quote for all/selected Lots, but proposal should be given separately for each lot as mentioned in Clause No. 1 & 2 above. Proposal for any particular item and/ or part of Lot will not be accepted.
 4. Intending Tenderers may inspect the Project Site if they so desire, with prior intimation to WBIDC.
 5. **Place of Submission: Tenderers will have to submit their Tender complete in all respect along with a Bid Guarantee of Rs.25,000/- (Twenty Five Thousand)each for Lots A to D and Rs. 10,000/- (Ten Thousand only) each for lots E&F (refundable without paying interest) by way of Demand Draft/ Banker's Cheque/Bank Guarantee favoring "West Bengal Industrial Development Corporation Limited", payable at Kolkata" at the office of WBIDC Ltd. Bid Guarantee must be submitted.**
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Tender Document for Disposal of Assets

6. Date of Pre-Bid Meeting : On 07th March 2014 at 15.00 hours.

AT

WBIDC Office

“PROTITI” 23 Abanindranath Tagore Sarani

Kolkata – 700 017.

7. Last Date for Submission of Tender : On 17th March, 2014 till 15.00 hours

8. On Selection, within 30 (thirty) calendar days of receipt of the Letter of Intent, the successful Tenderers will have to deposit:
- 50% of the Total offered Price by Bank Draft / Pay Order in favors of "West Bengal Industrial Development Corporation Limited" payable at "Kolkata", and
 - Balance amount of 50% of the Total Offered Price has to be paid at the time of signing of the Contract Agreement with WBIDC within 45 (Fortyfive) calendar days of receipt of Letter of Intent.

Here, "Purchaser(s)" shall mean the selected Tenderer(s) to whom WBIDC has issued Letter of Intent on acceptance of their offer and who has accepted the same.

- 9.. On compliance of the Clause No. 4.5, the Tenderer will get authorization for entering into the Project Site and will be allowed to start their work at site.
10. The sale is on "As is where is and what so ever there is" basis.
11. All Tenderers are requested to provide full information as required in terms of these Tender Documents. Tenders not conforming to these requirements will be considered non responsive and shall be liable to be rejected. WBIDC reserves the right to accept or reject any or all tenders received, or to terminate the entire process at any stage without assigning any reason whatsoever and without any liability to the Tenderers.

Sd/-

For and on behalf of
West Bengal Industrial Development Corporation Limited

(Executive Director)

Date :

.....

Place: Kolkata

Section 1

Background:

A number of sector specific Industrial parks has been developed by West Bengal Industrial Development Corporation (WBIDC) in and around Kolkata. Manikanchan SEZ is one of the industrial parks developed by WBIDC. There are two buildings – i) Standard Design Factory (SDF) building ii) Common Facility Building (CFB). Decision has been taken for disposal of un-used assets on “as is where is and what so ever there is basis. This tender is invited from financially capable vendors for disposal of un-used assets on “as is where is and what so ever there is basis” of Manikanchan SEZ in an effective manner and through a competitive bidding process.

Location:

Manikanchan SEZ – The Gems & Jewellery Park is at Plot CN-1, Sector – V, Salt Lake City, Kolkata – 700 091. The site is on the Salt Lake Rajarhat Road.

Section 2

2. Instructions to Tenderers

2.1 Objective of the Tender

For disposal of specified assets (as mentioned at LOTs at Annexure 3) of Manikanchan SEZ, Sector V, Salt Lake City, Kolkata-700 091, WBIDC wishes to receive financial bid in the specified format from the interested parties for

1. Lot A: 3 nos. Carrier make Chiller unit of 90 TR.
2. Lot B: HVAC, HT, LT & AHU Panel.
3. Lot C: R.O. Plant.
4. Lot D: 500 KVA Transformer.
5. Lot E: Pumps of Sewerage Treatment Plant.
6. Lot F: AC Duct Line

Tender are invited for the complete dismantle (if required), removal and sale thereof of the specified Plant and Machineries lying at the premises. The Quotation in the prescribed format as per annexure 1 is invited for 6 (six) different lots from the Tenderer for the identified items as listed out in the Annexure- 3. The Lot of assets which are to be disposed off through this Tendering process is as mentioned above.

Tenderers may quote lump sum price for all/selected Lots, but proposal should be given separately for each lot as mentioned. Proposal for any particular item and/ or part of Lot will not be accepted.

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The bid is liable to be rejected if separate quotation is not given for each of the Lot.

2.2 Terms of the Tender:

Tenders are invited for the above-mentioned Lots as mentioned at Clause No. 2.1 under the following terms:

- Lot as referred in Clause 2.1 is being offered on outright sale. It shall be the obligation of the Tenderer for dismantling and removal of the assets without causing any deterioration or damage to any of the other permanent structures being present at the above site.
- The terms and conditions mentioned in this Tender Document constitute an integral part of the terms of this Tendering process and Tenderer acknowledges acceptance by signing on all pages and submitting Original of the Tender Document along with their Tender.
- Prices in the Financial Bid should be clearly shown in figures and also in words. In case of difference between figures and words, the prices, which will be most favorable to the WBIDC, will be taken for consideration of Tender and the same will be binding on the Tenderer.
- All statutory taxes, duties, levies and impositions will be payable by the successful Tenderer. The quoted price shall be firm and shall not be subject to any change whatsoever and shall hold good till completion of the work including extended period, if any.

2.3 Site Visit:

The Tenderer may inspect the site and make necessary investigation in regard to communication facilities and other important points before submission of Tender. A Tenderer shall be deemed to have full knowledge of the site, whether they inspect it or not, and no extra cost in any circumstances will be entertained by WBIDC in this respect.

The cost of any site visit shall be borne entirely by the Tenderer and no claim in this regard shall be entertained by WBIDC Ltd.

The Tenderer and any of their personnel or agents shall require prior permission from WBIDC for visiting the site.

The Tenderer or their authorized representative will be solely responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused which, but for the exercise of such permission, would not have arisen.

2.4 Language and Currency of Tender:

The Tenderer should quote price in English in Indian Rupees, in figures as well as in words. Corrections in the Tender should be avoided but if this becomes unavoidable,

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each correction should be signed separately by the authorized person and without ambiguity.

2.5 Tender Contents:

The Tender shall be submitted in 2 sealed packets for each lot, named and duly marked as Packet 1 and Packet 2 depending on their contents. The desired content(s) of each packet is described below:

a) Packet 1 should contain:

- Tenderer's declaration and covering letter in accordance to the given format (Annexure 2)
- Authorization of the person signing the Bid
- Returning the Tender Document: The original Tender Document and any further communication etc. forming part of the Tender Document shall be returned duly signed on all pages. Signature will indicate acceptance of the provisions of the tender document.
- Bid Guarantee as has been mentioned in Clause 2.17
- Additional Information: Tenderers may add any further information that they consider relevant for the evaluation of their tender.

b) Packet 2 should contain:

- The Price Bid, i.e. the offer price in the format provided in Annexure 1.

c) Signing of Tender:

Tenderer shall submit their Tender duly signed in all pages. Signature will indicate acceptance of the contents of those papers. Corrections and alterations, if any, are also to be signed.

d) Declaration:

Tenderer have to provide a declaration in accordance to the format given in Annexure 2. If, at any stage, the information is found to be materially (in the assessment of WBIDC) incomplete, incorrect and false, WBIDC shall reject the bid and forfeit the Bid Guarantee.

e) Tenderer should put all the above Packets, duly marked and sealed, in a common sealed envelope, and addressed to:

The Managing Director, "Protiti", WBIDC Ltd.,
23, Abanindranath Tagore Sarani,
Kolkata-700017.

And submit to the addressee. Each sealed cover shall be marked "Strictly Confidential - Tender for Disposal of identified assets for **Lot ----** of Manikanchan SEZ, Sector V, Salt Lake, Kolkata-700 091.

If the envelopes are not sealed and marked as instructed, WBIDC will assume no responsibility for the misplacement or premature opening of the Tender. A Tender opened prematurely due to this sub-clause may be rejected and returned to the Tenderer.

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2.6 Time of Submission:

The Tender filled in all respects as per the instructions of the Tender Document must reach the office of WBIDC before 15:00 hours onto become valid. WBIDC may, at its own, sole discretion, extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 2.9 in which case all rights and obligations of WBIDC and the Tenderer, previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

2.7 Opening of Tender:

The Tender shall be opened Tender at 16:00 hours on _..... at WBIDC Ltd., "Protiti", 23, Abanindranath Tagore Sarani, Kolkata-700017 in the presence of the Tenderer or their authorized representatives of the Tenderer who wish to be present.

The authorized representative shall produce authorization letters from the Tenderer, duly attesting the signature of the authorized representative. Further details and the evaluation mechanism to be followed for selection of the Purchaser have been given in Section 4.

2.8 Late Tender:

Any tender received by WBIDC after the deadline for submission of Tender described in accordance with Clause 2.6 will not be considered for opening and will be returned unopened.

2.9 Amendment of Tender Document:

At any time prior to 48 hours from the deadline for submission of the Tender, WBIDC reserves the right to add / modify / delete any portion of the Tender Document by the issue of an addendum, which will be sent to all Tenderer. In case of amendment of Tender Document, WBIDC may, at their own discretion, extend the bidding period only under exceptional circumstances. WBIDC will not entertain any request from any Tenderer to extend the tendering period.

2.10 Modification of Tender:

If the Tender is submitted prior to the formal submission date, the Tenderer can modify or make corrections to it. The modification / correction has to be received in writing by WBIDC prior to the time specified for submission of Tender. The original Tender thus modified or corrected would then be considered as the official Tender.

2.11 Clarifications:

WBIDC may call for clarifications or further document(s) regarding certain information on the Tender received. Such clarifications are required to be provided in writing within the specified time frame and would be considered as part of the Tender. However, Tenderer will not be permitted to change any aspect of their Price

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Bid or any term that might materially affect the Price Bid after the last date for submission of tender.

2.12 Inquires

Any inquiry concerning this Tender should be submitted only to the office of WBIDC at the following address in writing by letter / e-mail / fax (subsequently in writing) to:

"The Managing Director,
"Protiti", West Bengal Industrial Development Corporation Limited,
23, Abanindranath Tagore Sarani, Kolkata-700017"

Contact Person: Shri N Debnath; Deputy Manager (IP); Ph. : 033-2255 3741;

Fax: 033-22553737 ; Email: narayan.debnath@wbidc.com

Reply to the query of any particular Tenderer would be sent to all the parties, if the same is considered necessary.

2.13 Tender Preparation Cost:

The Tenderer shall bear all the costs incurred by them in tender preparation and submission. WBIDC will not, under any circumstances, compensate the Tenderer for any expense incurred in preparation of the Tender and in connection with the preparation of the Tender. All activities in connection with the preparation of the Tender will be sole responsibility of the Tenderer.

2.14 Settlement of disputes:

For any dispute arising during the Tendering process, the decision of MD, WBIDC shall be final and be binding on all parties.

2.15 Law applicable:

Indian laws shall be the Applicable Law for the Tendering process.

2.16 Validity of Tender:

A Tender once submitted shall not be withdrawn within a period of 6 (six) months from the due date of opening of the Tender. No Tenderer shall be allowed to withdraw the Tender during the interval between the deadlines for submission of Tender and the expiry of the period of validity of Tender specified in this Tender Document or as extended by the Tenderer. Withdrawal of Tender, in any form, whatsoever during this interval shall entail forfeiture of the Bid Guarantee without any further notice or opportunity to the Tenderer.

In exceptional circumstances, prior to the expiry of the original Tender validity period, Executive Director, WBIDC may request the Tenderer for specified extension in the period of validity. The request and the responses thereto shall be made in writing or by fax, followed by written confirmation.

A tenderer may refuse the request for extension of validity of Tender

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without entailing forfeiture of their Bid Guarantee. A Tenderer agreeing to the request will neither be required nor permitted, to modify their Tender, but only to extend validity of their Tender and Bid Guarantee correspondingly.

2.17 Bid Guarantee:

Tenderer shall submit Bid Guarantee along with the Tender by way of Pay Order / Demand Draft / Banker's Cheque, drawn on any Scheduled Bank, or in the form of Bank Guarantee in the specified format given in Annexure 4 from any Scheduled Bank, in favour of;

"West Bengal Industrial Development Corporation Ltd." payable at "Kolkata"

The value of the Bid Guarantee will be as follows:

Bid Guarantee should be valid for 6 (six) month. Any Tender not accompanied with Bid Guarantee will be treated as invalid and is liable to be rejected.

The Bid Guarantee shall be forfeited:

- a. if the Tenderer withdraws his Tender during the period of Tender Validity as specified in the Clause No. 2.16 or
- b. if the successful Tenderer or Purchaser or to whom the Letter of Intent is issued, fails or refuses to make full payment as per their Financial Bid within the stipulated period as specified in the Clause No. 2.19
- c. if the successful Tenderer or Purchaser or to whom the Letter of Intent is issued, fails or refuses to sign the Contract Agreement (Annexure 5) within the stipulated time as specified in the Clause No. 2.20.

2.18 Obligation of the Selected Tenderer:

On Selection, the successful Tenderer or Purchaser will have to pay 50% of the Total Offered price within 30 (thirty) calendar days from the date of issue of the Letter of Intent (LOI) by way of Bank Draft/ Pay Order in favors of "West Bengal Industrial Development Corporation Limited" payable at "Kolkata".

2.19 Balance Payment:

Balance amount of 50% of the Total Offered Price has to be paid by the Purchaser at the time of signing of the Agreement by way of Demand Draft/ Pay Order, Bankers Cheque in favour of "'West Bengal Industrial Development Corporation Limited" payable at Kolkata.

2.20 Signing of Agreement:

For dismantling and removal of Lot, the Purchaser has to sign a Contract Agreement (Annexure 5) with WBIDC within 45 (forty five) calendar days from the date of issue of LOI.

2.21 Right to accept / reject:

No Tender will be considered unless the required documents of this Tendering process are fully and completely filled in. All information that may be asked from a Tenderer must be unequivocally furnished. Any Tender which is incomplete or does

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not comply with the prescribed conditions or stipulations laid down therein or any further communication forming part of the Tender Document, will be liable for rejection at the time of opening or during subsequent scrutiny.

WBIDC reserves to itself the right to accept or reject any tender or annul the Tendering process or reject all Tenders without assigning any reason thereof, and without thereby incurring any liability to the affected Tenderer. Any Tender, if found not substantially responsive, shall be rejected at the discretion of WBIDC and the Bid Guarantee of such tenderer shall be forfeited. Acceptance of offer of highest offer price is not obligatory. WBIDC will have the right to select any party other than the highest Tenderer, if it is so considered necessary.

WBIDC shall reject the Tender where a prospective Tenderer or anyone on behalf of such Tenderer directly or indirectly offers any monetary or either inducement to WBIDC, and/ or any other person(s) involved in this process with a view to securing the Tender or makes any false or misleading statement to influence WBIDC in any way in the process of examination, clarification, evaluation and comparison of the Tender.

The Tender shall be considered invalid and non-responsive for non-submission of any payment/ document stipulated herein.

Tender received after due date and time specified for submission (Late Bids) shall be returned unopened.

2.22 Access to the Site:

The access to the site during this Tendering process will require due permission from WBIDC. The Purchaser can only be allowed to enter into the premises and to commence their work after satisfactory compliance of the Clause No.2.20.

2.23 Government and Local Rules:

The Purchaser shall, in all matters arising in the performance of the work, comply with, give all notices under, and pay all fees required by the provisions of any Statute, Act, Ordinance, Law or Bye-law, of any Government or Local Body/ Authorities, all regulations of any legally constituted public authority having jurisdiction over the work of the Purchaser and/ or any companies with whose systems the services is/ are proposed to be connected. The Purchaser shall obtain all permits, licenses or approvals required for any part of the work, in reasonable time taking into account the specified completion time. WBIDC shall not by any way be responsible and/or liable for getting these approvals etc.

2.24 Indemnification:

The Tenderer will be required to indemnify WBIDC against all liabilities, direct or indirect arising out of the Tendering process.

Section 3

3. General Conditions

3.1 Scope of Work:

- 3.1.1. Through this Tendering process, WBIDC wishes to select interested party for disposal of the identified assets of the Manikanchan SEZ, Plot CN1, Sector V, Salt Lake, Kolkata – 700 091.
- 3.1.2. These lots are being offered on outright sale. It shall be the obligation of the Tenderer for dismantling and removal of all the identified assets without damaging to the existing structures and property. The Purchaser will be solely responsible to obtain necessary clearances, license, permits etc. under any applicable act, rules, regulations etc. for executing the dismantling and removal work.
- 3.1.3. The work must be completed within 1(one) month of signing of the Contract Agreement (Annexure 5).

3.2 Site Condition:

- 3.2.1. Purchaser should inspect the work site, where the work under this contract is to be carried out, and obtain for himself at his own responsibility all the information, which may be necessary for the purpose of the successful execution of their work.
- 3.2.2. Purchaser must also make himself conversant with all the local conditions, means of access to the site, nature, extent of transport facility that may affect this Tender. WBIDC does not undertake any responsibility, to obtain any concessions, permissions from the Owner of the adjoining plot or from any other party in respect of any allowances, access etc., whether for the facility of work or otherwise. No claim, therefore, will be entertained should the Purchaser have failed to comply with this condition.
- 3.2.3. All fences, trees, shrubs, green and other surfaces about the buildings, or approaches thereto, which are required to be maintained, are to be kept free from damage in connection with the Work.
- 3.2.4. The site will be made available to the Purchaser in its present condition,
- 3.3 Purchaser to provide etc.

The Purchaser shall provide (make his own arrangement) all materials, labour of every description and all tools, tackles, plant and transport necessary for the proper carrying and execution of their work to the satisfaction of WBIDC. The Purchaser will take adequate protection of materials against theft or damage with site lighting and watching. The Purchaser will be liable for all thefts / burglary / pilferage of any materials / goods from the site, and WBIDC will not entertain any claims in this regard. The Purchaser shall take full responsibility for the care of the works and other materials in site from the commencement of dismantling and removal work till the date of issue of Completion Certificate.

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3.4 Purchaser to dismiss person from Work:

The Purchaser shall on the request of WBIDC immediately dismiss from the work any person employed thereon by him, who may in the opinion of WBIDC is found to be guilty of misconduct or incompetent in execution.

3.5 Storage of Tools and Materials:

The Purchaser shall make his own arrangements for storage of tools, plant materials, etc, and remove them on completion of their Work.

3.6 Clearing away:

All rubbish and superfluous materials, from Purchaser's own work shall be removed from the premises as and when these accumulate, and the site/building should be left clean and perfect on completion to the satisfaction of WBIDC.

3.7 Extension of Time:

If the Purchaser commits default in commencing the work within the stipulated time, WBIDC shall be entitled, without prejudice to any other rights or remedies by which WBIDC may terminate or rescind the contract to forfeit the Bid Guarantee, Advance Payment and such further amount, if any as may have been deposited or given by the Purchaser as Performance Deposit by means of Bank Guarantee or in any other manner.

If the work is delayed by:

- Force Majeure
- Abnormally bad weather, or
- Serious loss or damage by fire, other natural calamities or
- Civil commotion, local commotions of workmen, strike or lockout affecting any trades employed on the work, or
- Any other causes which in absolute discretion of WBIDC, is beyond the Contractor's control

Then upon happening of any such event causing delay, the Purchaser shall immediately give notice thereof in writing to WBIDC but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of WBIDC to proceed with the works. Request for extension of time to be eligible for consideration, shall be made by the Purchaser in writing within 7 days of happening of the event causing delay. The Purchaser may also, if practicable, indicate in such request the period for extension as desired. In any such case WBIDC may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the Purchaser by WBIDC in writing within a reasonable time from the date of receipt of such request.

The Purchaser shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing the work or executing the work,

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whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub contract connected there with or delays in awarding contracts for other trades of project or for any reasons whatsoever and WBIDC shall not be liable for any such claims in respect thereof.

If the work is delayed for any reason not attributable to the Purchaser or for reasons beyond the control of the Purchaser or in course of Force Majeure, the Purchaser shall make an application to WBIDC for extension of the stipulated time limit stating the reasons thereof. WBIDC, may at their discretion accept or reject such applications and inform the Purchaser accordingly.

3.8 Labour Wages and Regulations including payment of E.S.I:

The Purchaser shall be registered under the Contract Labour (Abolition and Regulation) Act, if so required, and shall pay wages to labours engaged by him on the work as laid down in the Payment of Wages Act, Government of West Bengal. The contractor(s) shall at his own expenses provide or arrange for safety equipment(s) etc. for the labours engaged by them.

3.9 Idle Labour and/or Equipment(s):

The Purchaser will not claim for compensation on account of idle labour and / or equipment(s) for any reason whatsoever.

3.10 Possession Prior to Completion:

WBIDC shall have the right to take possession of or use any completed or partly completed part of the work. Such possession or use shall not be deemed to be an acceptance of any work not completed in accordance with the Letter of intent.

3.11 Indemnity & insurance in respect of damage to persons & property:

The Purchaser shall be responsible for any injury to persons whether employed by them or otherwise, animals or things and for all damage to the structural and/or part of property which may arise from operations or neglect of himself or of any person engaged by them, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with carrying out of this work. This clause shall include, inter alia, any damage to building, whether immediately adjacent or otherwise and any damage to roads, streets, footpaths, bridges, or ways as well as all damages caused to the buildings, and the work forming the subject of this contract by frost, rain, wind or other inclemency of the weather. The Purchaser shall indemnify WBIDC and hold himself responsible in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under act/acts of Government or otherwise and also in respect of any award or compensation for damages consequent upon such claim.

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Any damage caused to existing facilities while carrying out the work shall be made good by the Purchaser to WBIDC's entire satisfaction. Purchaser must be well aware of the foundations of existing structure to avoid fouling if any under the ground.

If due to dismantling of any Identified Assets, any other property is damaged, the same shall be restored to its original conditions without any extra cost to WBIDC.

The Purchaser shall reinstate all damages of every sort mentioned in this clause so as to deliver the whole of the contract work complete and perfect in every respect and after making good or otherwise satisfying all claims for damage to the property of the third parties.

The Purchaser shall indemnify WBIDC against all claims, which may be made against WBIDC by any member of the Public, or any third party in respect of anything, which may arise in respect of the works or in consequences thereof. The Purchaser shall also indemnify WBIDC against all claims which may be made upon WBIDC, whether under the Workmen's Compensation Act or any other statutes in force during the currency of this contract or any common law in respect of any injury to any of the Contractor's/Sub-Contractor's workmen or labour. The Purchaser shall also be responsible for all other damage to any property arising out of an incident due to the negligent or defective carrying out of this contract.

Purchaser shall also indemnify WBIDC in respect of any cost, charges or expenses arising out of any claim or proceedings and also in respect of any award or compensation for damages arising there from.

3.12 Water and Power:

Purchaser shall make arrangement for water and power on his own risk and cost and maintain a Generator, if required, as an alternate supply of electricity for the execution purpose, the cost of these will have to be borne by the contractor. No claim in this regard will be accepted.

3.13 Arbitration:

All disputes and differences of any kind whatsoever arising out of or in connection with the selection process or specified works shall be referred to and settled by WBIDC who shall state his decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of WBIDC shall be final; but if the Purchaser(s) be dissatisfied with the decision of WBIDC on any matter, question or dispute of any kind, then the party may within 11 days after receiving notice of such decision, give a written notice to WBIDC requiring that such matters in dispute be Arbitrated upon. Such written notice shall specify the matters, which are in dispute and such dispute or difference of which such written notice has been given and no other shall be and is hereby referred to the Arbitration, as follows;

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Such matters shall be referred to the adjudication of three arbitrators having jurisdiction in Kolkata, one to be nominated by WBIDC and the other to be nominated by the Purchaser(s) and the third Arbitrator shall be appointed by the two appointed arbitrators before proceeding with arbitration, and the award of the arbitrators shall be final and binding on the parties and the provisions of the Arbitration and Conciliation Act, 1996 of India and of the rules there under and any statutory modification thereon shall be deemed to apply to and be incorporated in this contract.

Upon any and every such reference the assessment of the costs incidental to the references and award respectively shall be at the discretion of the Arbitrator or Arbitrators as the case may be. Services under this work shall notwithstanding the existence of any such dispute, question or controversy continue during the arbitration proceedings and no payment due or payable to WBIDC by the Purchaser(s) shall be withheld on account of such proceedings unless such payments are the direct subject of the Arbitration.

3.14 Force Majeure

3.14.1 Force Majeure Event:

Force Majeure is an occurrence beyond the control of and without the fault or negligence of WBIDC or contractor(s) and which the contractor(s) are unable to prevent or provide against by the exercise of reasonable diligence including acts of God; war whether declared or undeclared, rebellion, civil disturbances, terrorism, epidemics, strikes, lockouts, sabotage and riots not directly or indirectly attributable to the Contractor(s) or WBIDC, fires, explosions, natural calamities like earthquakes, natural calamities uncertain storms and other similar occurrences.

Events attributed to and within the control of the Contractor's staff and / or labour or Sub-contractors shall be deemed events within the control of the Contractor(s).

No delay or failure in performance by either Contractor(s) or WBIDC shall constitute default or give rise to any claim for damages to the extent that such delay or failure is caused by Force Majeure.

3.14.2 Effect of Force Majeure: Duty to Report

The WBIDC or Contractor(s) (herein after referred as Affected Party) shall notify the other Party in writing of the occurrence of the Force Majeure Event as soon as reasonably practicable latest by 7 days. Any notice pursuant to this sub-clause shall include full particulars of:

- the nature and extent of each Force Majeure Event;
- the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
- the Majeure which the Affected Party is taking, or proposes to take, to alleviate the impact of such Force Majeure Event; and
- any other information relevant to the Affected Party's claim.

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Each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the work as a result of Force Majeure.

For so long as the Affected Party continues to claim to be affected by such Force Majeure Event, it shall provide the other Party with weekly written reports containing information as required by this sub-clause and such other information as the other Party may reasonably request the Affected Party to provide.

3.14.3 Excuse from performance of obligations:

If the Affected Party is, wholly or partially, unable to perform its obligations because of a Force Majeure Event as informed or agreed to by the other Party, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event provided that:

- the suspension of performance shall be of no longer duration than is reasonably required by the Force Majeure Event;
- the affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence, and

When the Affected Party is able to resume performance of its obligations, it shall give to other Party written notice to that effect and shall promptly resume performance of its obligations hereunder.

If WBIDC deems necessary, may determine and inform the Contractor(s) whether:

- Any extension of contract time would be given and
- Any change in the contract price along with the payment schedule

3.14.4 No Liability:

Each Party shall be liable for its own costs, losses, damages, expenses, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event on- exercise of any right pursuant to Clause No. 3.14.

3.14.5 Force Majeure Event & Termination:

If a Force Majeure Event continues or is in the reasonable judgment of WBIDC and/ or Contractor(s) is likely to continue beyond a continuous period of 10 days, the Affected Parties shall enter into bonafide discussions with a view of alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable, If the execution of substantially all the Works in progress is prevented for a continuous period of 30 days by reason of Force Majeure of which notice has been given, or for multiple periods which total more than 45 days due to the same total notified Force Majeure, then either party may give the other part, a notice of termination of the Contract Agreement (Annexure 5). In this event, the termination shall take effect 7 days after the notice is given and the Contractor(s) shall cease to work & remove temporary

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work & contractor's equipment from the site. WBIDC shall waive the payment obligation of the Contractor(s) for such amount calculated by WBIDC considering the value of the work done.

Section 4
4. Selection & Evaluation Mechanism

4.1 How to Quote:

4.1.1 Every Tenderer has to submit their Tender along with all necessary details as specified Clause No. 2.5.

4.1.2 In the Financial Bid, the Tenderer has to quote in the specified format as given in Annexure 1 for Lots namely-

1. Lot A: Carrier make Chiller unit of 90 TR X 3 nos.
2. Lot B: HVAC, HT, LT & AHU Panel.
3. Lot C: R.O. Plant.
4. Lot D: 500 KVA Transformers.
5. Lot E: Pumps of Sewerage Treatment Plant.
6. Lot F: AC Duct Line

Details are given in Annexure 3. But quotation for part of any of the item will not be accepted.

4.2 Uncovering procedure:

4.2.1 The entire Tender will be opened on the scheduled date as mentioned in Clause No. 2.7 in presence of authorized representative of the respective Tenderer. Presence of such authorized representative is optional. The Tenderer may or may not avail such option at the time of opening of their Tender.

4.2.2 Only contents of the Tender will be verified on opening of every Tender. In case of any discrepancies, WBIDC at their own discretion may ask for certain clarifications from the Tenderer.

4.3 Evaluation:

4.3.1 Selection of Purchaser would be done on the basis of Financial Bid received from the Tenderer.

4.3.2 Award of the contract will be the sole discretion of WBIDC. It is not obligatory for WBIDC to accept the highest offered price.

4.4 Notification of Award

4.4.1 Letter of Intent (LOI) will be issued to the Purchaser as acceptance of their offer.

4.5 Signing Agreement:

4.5.1 Contract Agreement (Annexure 5) will be signed between the Purchaser(s) and WBIDC for dismantling and removal of the assets.

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4.5.2 After compliance of the Clause No. 2.19 and 2.20 the LOT/LOTs will be handed over to the Purchaser(s), for dismantling and removal of the assets without causing any deterioration or damage to any of the other permanent structures being present at the above site.

4.6 Refund of Bid Guarantee:

4.6.1 The Bid Guarantee of the unsuccessful Tenderer(s) (except the second highest bidder) will be returned within 15 (Fifteen) calendar days of signing of the Agreement with the Purchaser. The second highest bidder's bank guarantee will be released after the entire sale process is completed.

Annexure 1

Price Bid Format: (refer to Clause No. 4.1.2)

Financial Bid Format:

I. Contract Price: The Tenderer shall quote the lump sum price for the items of the project in the format given below:

LOT – “ ”

Details	Bid Amount	
	In figure (Rs.)	In words
For identified items listed out in LOT “ ” (Total Lump sum Price)		
TOTAL - :		

❖ **LOT mark should be mentioned in the above blank space.**

Note: Tenderer may quote for all or any of the LOTs as mentioned above, but proposal for part of any Lot will not be accepted.

Date:
Place:

Full Signature of the Tenderer
Name of Tenderer
Designation
Seal/ Stamp of the firm

PROFORMA COVERING LETTER
(In Letterhead)

From:
(Full postal address of the Tenderer)

Phone No(s):
Fax No(s):
E-mail address.

To

The Managing Director,
"Protiti", West Bengal Industrial Development Corporation
Limited, 23, Abanindranath Tagore Sarani, Kolkata-700 017.
Ph: 033-2255 3700 to 705.
Fax: 033-2255 3737.

Dear Sir,

Sub: Tender for Disposal of identified Assets of Manikanchan SEZ, Plot CN-1, Sector V,
Salt Lake City, Kolkata – 700 091.

In response to the Notice Inviting Tender for Disposal of Assets as published in the
WBIDC website, I/We here with submit my/our Tender for the above mentioned work.

1. Name of the Tenderer:
2. Address of the Tenderer:
3. Name of the Authorized Person for signing,
Seeking clarifications, negotiating, signing of Agreement
4. Designation
5. Telephone No.
6. Fax No.
7. E-mail.
8. Details of the Bid Guarantee (drawn in favour of - West Bengal Industrial Development Corporation Ltd.):
 - a. DD/PO/Bankers Cheque No.:
 - Date:
 - Amount:
 - Name of the Bank:

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b. Bank Guarantee No.

Date:

Amount:

Name of the Bank:

I/We have submitted the requisite Bid Guarantee along with our bid, which, we note, will not bear any interest and is liable for forfeiture at your discretion in case of our failure to comply with the conditions as stipulated in the Tender Document.

The offer made by me/us in this Tender is valid for a period of 6 months from the date of Tender opening.

I/We hereby undertake to abide by the terms and conditions stipulated in the Tender Document.

I/We understand that you are not bound to accept the highest or any bid you receive for the above.

Yours faithfully,

Place:

Date:

Full Signature of the Tenderer

Name of Tenderer

Designation

Seal/Stamp of the firm

Manikanchan SEZ, Plot – CN1, Sector V, Salt Lake, Kolkata – 700 091.

List of Plant & Machineries - The list is illustrative and not exhaustive #**“LOT A”**

	Chiller Unit (Carrier Make)		
1.	Chiller 90 TR	3	Carrier
2.	Chiller Water Pump 5.5 Kw, 7.5 HP	5	Kirlosker, Beecon
3.	PVC Tank (500 Lt.)	2	-
4.	Isolator 400 Amp	3	L&T
5.	AHU Unit (7.5Kw/10HP-5 nos), (5.5Kw/7.5HP-2nos), (3.5Kw/5HP-1 no)	8	ABB

“LOT B”

Sl. No.	Description	Nos.	Make
	HVAC Panel (Sun General make)		
1	145 kW/400 Amp isolator	03	L&T
2	800 Amp isolator	01	L&T
3	Feeder	19	L&T
4	63 Amp isolator	02	L&T
5	125 Amp isolator	01	L&T
6	Volt Meter	02	-
7	Amp Meter	02	-
8	Start, Stop, Selector Switch	26	-
9	Indicator Lamp	28	-
10	Kwh Meter	5	Alstom
11	Relay, Conductor, Fuse, Cable etc.	LS	
	H.T. Panel (Alstrom Make)		
12	H.T. Breaker 800 Amp	3	Alstrom
13	Volt & Amp Meter	5	-
14	Selector, Remote, Breaker Circuit, Heater, Motor, Tripping Heater Switch	19	-
15	Indicator Lamp	15	-
16	Relay, Conductor, Fuse, Cable etc.	-	-
	L.T. Panel		
1	Air Circuit Breaker 1000 Amp	3	Crompton Greaves

2	Isolator (250 Amp & 400 Amp)	2	Crompton Greaves
3	Capacitor Bank 25 KVAR	6	Neptune
4	Amp & Volt Meter	4	-
5	Start, Stop, Selector Switch	13	-
6	Indicator Lamp	6	-
7	Relay, Conductor, Fuse, Cable etc.	LS	
AHU Panel (Sun General Make)			
1	Feeder 32 Amp	8	L&T
2	Indicator Lamp	24	-
3	Amp & Volt Meter	16	-
4	Start, Stop, Selector switch	32	-
5	Relay, Conductor, Fuse, Cable etc.	LS	-

“LOT C”

R.O. Plant (Aquatherm Make)			
1.	Euroline Pressure Vessel Main Brain	1	-
2.	PVC Water Tank (1000 Ltr. 200 Ltr.)	2	Patton
3.	R.O. Panel	1	L&T+Siemens
4.	TDS Meter	1	Aster
5.	Jet Pump 15 Hp	1	Siemens
6.	Micron Cylinder	4	Aquatherm
7.	Acid Filter	1	Kranti
8.	Acid Flow Meter Machine	1	Ce-electron DS
9	50 Ltr. Acid Tank	1	Patton
10.	Filter, Wheel, PVC Ball, Brass Ball Valve	20	Prince
11.	Pressure Meter	4	-
12.	Water level Sensor	3	Oanp

“LOT D”

Transformer			
1.	Transformer 500 KVA	2	Voltamp

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“LOT E”

Sewerage Treatment Plant			
1.	Submersible Pump 3 HP	2	Modi
2.	Air Blow Pump Motor 3 HP	3	Crompton Greaves
3.	5 HP Pump	2	Crompton Greaves
4.	Hydraulic Pump 5 HP	1	Laxmi

“LOT F”

AC Air Duct Line			
1.	AC Duct Line which is visible	-	-

Annexure 4

Bank Guarantee Format (refer to Clause No: 2.17)

(to be issued by a Scheduled Bank)

(To be stamped in accordance with Stamp Act)

(The non-judicial stamp paper should be in the name of issuing bank)

THIS DEED OF GUARANTEE executed on this _____ day of _____ at _____ by _____ (Name of the bank) having its Head/ Registered office at _____ hereinafter referred to as "the Guarantor" which *expression* shall unless it is repugnant to the subject or context thereof include successors and assigns;

In favour of

WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LTD., a company registered under the Companies Act, 1956 and having its registered office at "Protiti", 23, Abanindranath Tagore Sarani, Kolkata-700017 (hereinafter referred to as 'WBIDC' which expression shall unless repugnant to the context or meaning thereof include its successors in office and assigns).

WHEREAS

- A. West Bengal Industrial Development Corporation Ltd (WBIDC) had issued an Notice Inviting Tender in Newspapers for Disposal of Identified Assets of Manikanchan SEZ, Plot CN1, Sector V, Salt Lake City, Kolkata – 700 091.
- B. In response to the advertisement, _____ [Name of the Party] ("the Party") had purchased the Tender Document from the office of "Protiti", West Bengal Industrial Development Corporation Limited, 23, Abanindranath Tagore Sarani, Kolkata 700 017"
- C. The Party now wants to bid for acquisition of identified assets on the terms and condition as specified in the Tender Document thereon.
- D. In terms of Clause No. 2.17 of the Tender Document, the Party is required to furnish to WBIDC an unconditional and irrevocable bank guarantee for an amount of Rs. _____/- (Rupees _____) only as Bid Guarantee.
- E. At the request of the Party, the Guarantor has agreed to provide guarantee for due performance by the Party of its obligations under the Tender Document during the validity period of the bid.

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NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. The Guarantor hereby guarantees the due performance by the Party of all its obligations as laid down in the Tender Document during the validity period of the Tender.
2. The Guarantor shall, without demur, pay to WBIDC sums not exceeding in aggregate Rs. _____ (Rupees _____) only within five (5) days of receipt of a written demand from WBIDC stating that the Party has failed to meet its performance obligations as laid down in the Tender Document. The Guarantor shall have no obligation to go into the veracity of any demand so made by WBIDC and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Party or any other Person.
3. In order to give effect to this Guarantee WBIDC shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Tender Document or other documents or by the extension of time for performance granted to the Company or postponement/ non- exercise/ delayed exercise of any of its rights by WBIDC or any indulgence shown by WBIDC to the bidder and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by WBIDC or any indulgence shown by WBIDC provided nothing contained herein shall enhance the Guarantor's obligation hereunder.
4. The Guarantee will remain in force up to the validity period of the bid which is 6 (six) months from the due date of opening of the bid, as stated in the Tender Document.
5. This Guarantee shall not be affected by any change in the constitution or winding up of the Party/ the Guarantor or any absorption, merger or amalgamation of the Party/ the Guarantor with any other Person.
6. Notwithstanding, what is stated above, the liability of the guaranteeing bank will not exceed Rs _____ (Rupees _____) only and any claim in respect of the above amount has to be made at the bank on or before _____.
7. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREINTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED by _____ Bank by the hand of Shri _____ its _____ and authorized official.

Contract Agreement

THIS CONTRACT AGREEMENT made this _____ day of _____ between M/s WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LTD. on behalf of Government of West Bengal, having its Registered Office at, "Protiti", 23, Abanindranath Tagore Sarani, Kolkata-700017 (hereinafter referred to as the VENDOR which expression shall include its successor or successors and assigns) of the ONE PART.

AND

M/s _____ having its Registered Office at _____ (hereinafter referred to as the 'CONTRACTOR' of the OTHER PART.

WHEREAS the VENDOR is desirous of having the following work for the complete dismantling, removal and sale of the Identified Assets of Lot A/Lot B/Lot C/Lot D/Lot E/Lot F (delete whichever is not applicable) on 'as is where is and what so ever there is' basis.

AND WHEREAS the VENDOR has issued Letter of Intent thereof to the CONTRACTOR.

AND WHEREAS the relevant Instructions, List of Plant and Machineries, Specifications, General Clauses of Contract additional conditions and instruction contained in the Tender Document based on which Tender was submitted by the Tenderer (hereinafter referred to as 'the said conditions') have been signed by the Parties hereto and the CONTRACTOR has agreed to execute the works upon and subject to the said conditions.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the payments to be made by the CONTRACTOR as hereinafter provided, the CONTRACTOR shall upon and subject to the said conditions execute and complete the works that is complete sale, dismantling and removal thereof the Identified Assets of Lot A/Lot B/Lot C/Lot D/Lot E/Lot F (delete whichever is not applicable) from the Project Site on 'as is where is and what so ever there is' basis.
2. The CONTRACTOR will pay to the VENDOR the sum of Rs. _____ (Rupees _____) only (Hereinafter called the 'Contract Sum') or such other sum as shall become payable hereunder at the time and in the manner specified in the said conditions.

The Instruction to Tenderer, General Condition, and other documents as mentioned above shall form the part of this Agreement and all disputes are to be decided in the manner prescribed in the conditions attached hereto.

3. The said conditions shall be read and be treated as forming part of this Agreement and parties hereto will respectively be bound thereby and to abide by and submit themselves to the conditions and stipulations and per agreement on their parts

respectively observing or fulfilling the conditions contained therein.

4. Any dispute arising under this Agreement between the parties hereto shall be referred for adjudication / arbitration in the manner and in terms of the provisions as laid down in the General Condition of this Agreement. The award of the arbitrator shall be final and binding on both the parties.

For and on behalf of

For and on behalf of

VENDOR

CONTRACTOR

Witnessed by:

Witnessed by:
