

Bid Document
For
Disposal of Identified Items of
West Bengal Industrial
Development Corporation Ltd.

Issued by
West Bengal Industrial Development Corporation Ltd.

February, 2014

West Bengal Industrial Development Corporation Ltd. (WBIDCL)
23, Abanindranath Tagore Sarani, Kolkata-700017
Ph: 033-22553707,
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West Bengal Industrial Development Corporation Limited
"Protiti", 23 Abanindranath Tagore Sarani,
Kolkata-700017

INVITATION OF BIDS FOR SALE OF IDENTIFIED ITEMS

West Bengal Industrial Development Corporation Ltd.(WBIDCL) invites sealed offers from intending parties for purchasing, complete dismantling and removal of steel structures as described in the Bid Document on "as is where is" basis. Interested parties may collect the Bid Document from **26.02.2014** to **10.03.2014** between 11.00 hours and 16.00 hours from the office of WBIDC Ltd.

Last date for submission of offer is on 18.03.2014 at 14:00 hours

Further details are available in the website of WBIDC www.wbidc.com.

For further detail contact : 033 2255 3886, 9903673726

West Bengal Industrial Development Corporation Ltd. (WBIDCL)

"Protiti" 23 Abanindranath Tagore Sarani Kolkata700017

No.PER/159/05/Part-III/2611

24.02.2014

Invitation of Bids for sale of identified Items

West Bengal Industrial Development Corporation Limited (WBIDCL) invites bid in sealed envelopes, comprising of Financial Bid, and other documents from bidders in terms as stated below:

1. Bids are invited for sale, complete dismantling and removal thereof of the steel Structures of partly built "Sky Walk" lying at the office premises (Protiti and Shilpa Sadan) located at 23, Abanindra Nath Tagore Sarani, (Camac St.) Kolkata-700017 and 4, Abanindranath Tagore Sarani, Kol-16
2. Items for Disposal: The steel Structures of partly built "Sky Walk" lying at the office premises (Protiti and Shilpa Sadan) is offered for disposal on 'as is where is' basis. The bidder will have to quote lump sum offer price for the Lot in the prescribed format for the same. Quotation for any particular item and/or part of Lot will not be accepted.
3. Price of Bid Document: Bid Document will be available from the office of WBIDC Ltd. on payment of Rs.2000/- (Rupees Two Thousand only) (non-refundable & non-adjustable) by way of Bank Draft/Pay Order. The Pay Order/Demand Draft must be drawn in favour of "West Bengal Industrial Development Corporation Limited" payable at "Kolkata".
4. Last Date for Sale of Bid Document: 10.03.2014 till 16.00 hrs.
5. Intending Bidders may inspect the Project Site if they so desire, on any working day as specified in Clause No.2.3 of the Bid Document on production of the Money Receipt issued at the time of purchasing of the Bid Document.
6. Place of Submission: Every Bidder will have to submit their Bid complete in all respect along with a Bid Guarantee / EDS of Rs.1,00,000/- (Rupees One Lakh) only (refundable without paying interest) by way of Demand Draft / Banker's Cheque in favour of "West Bengal Industrial Development Corporation Limited", payable at Kolkata" at the office of WBIDC Ltd.

7. Last Date for Submission of Bid :18.03.2014 at 14:00 hours.
8. Date and Venue of Opening of Bid :18.03.2014 at 16:00 hours at WBIDCL, "Protiti", 23 Abanindranath Tagore Sarani, Kolkata 700 017.
9. Within 7 (seven) calendar days of receipt of the Letter of Intent, the *Purchaser* will have to pay :
 - a) At least 50% of the Total Offered Price by Bank Draft/Pay Order in favour of "West Bengal Industrial Development Corporation Limited" payable at "Kolkata", and
 - b) Balance amount of the Total Offered Price will have to be paid at the time of signing of the Contract Agreement with WBIDCL or within 15 (Fifteen) calendar days from the date of first payment, or whichever is earlier.

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

10. On compliance of the Clause No.4.5, the Bidder will get authorization for entering into the Project Site and will be allowed to start their activity at site.
12. The sale is on "as is where is" basis.
13. All Bidders are requested to provide full information as required in terms of these Bid Documents. Bids not conforming to these requirements will be considered incomplete and shall be liable to be rejected. WBIDCL reserves the right to accept or reject any or all Bids received, or to terminate the entire process at any stage without assigning any reason whatsoever and without any liability to the Bidders

Sd/-

For and on behalf of
West Bengal Industrial Development Corporation Limited
Executive Director-II
WBIDCL

Date : 24.02.2014

Place : Kolkata

Section 1

1. Instructions to Bidders

2.1 Objective of the Bid

Disposal of all Steel Structures, of partly built Sky Walk. WBIDCL wishes to receive financial bid in the specified format from the interested parties for the complete dismantling, removal and sale thereof of the said structures lying at the office premises (Protiti and Shilpa Sadan) located at 23, AbanindraNath Tagore Sarani, (Camac St.) Kolkata-700017 and 4, AbanindraNath Tagore Sarani, Kol- 16, which have remained unutilized for the last 3- 4 years. The Bidder will have to quote lump sum offer price for the Lot in the prescribed format for the same. Quotation for any particular demand/or part of Lot will not be accepted.

2.2 Terms of the Bid

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

- Items as referred in Clause 2.1 are being offered on outright sale. It shall be the obligation of the Bidder for dismantling and removal of the items 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 bid constitute an integral part of the terms of this bidding process and the Bidder should acknowledge accept by signing on all pages and submitting Original of the Bid Document along with their Bid
- 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 WBIDCL, will be taken for consideration of Bid and the same will be binding on the Bidder.
- All statutory taxes, duties, levies and impositions will be payable by the successful Bidder. The quoted price shall be firm and shall not be subject to any change whatsoever and shall hold good till completion of the activity, including extended period, if any.

2.3 Site Visit

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

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

The Bidder and any of their personnel or agents shall require permission from WBIDCL for visiting the site. On purchasing the Bid Document, the intending parties may inspect the site if they so desire, on production of the money receipt issued at the time of purchasing the Bid Document.

Every Bidder is hereby requested for visiting the site on any working day before submitting Bid between 11:00 hours to 14:00 hours.

The Bidder 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 Bid

The Bidders should quote price in English in Indian Rupees, in figures as well as in words. Corrections in the Bids should be avoided but if this becomes unavoidable, each correction should be signed separately by the authorized person and without ambiguity.

2.5 Bid Contents

The Bid shall be submitted in 2 sealed packets, 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:

- Bidder's declaration and covering letter in accordance to the given format (Annexure 2)
- Authorization of the person signing the Bid
- Submission of the Bid Document: The original Bid Document and any further communication etc. forming part of the Bid Document shall be submitted duly signed on all pages. Signature will indicate acceptance of the provisions of the Bid document.

- Bid Guarantee / EMD as mentioned, has to be submitted.
 - Additional Information: Bidders may add any further information that they consider relevant for the evaluation of their Bid.
- b) Packet 2 should contain:
- The Price Bid, i.e. the offer price in the format provided in Annexure 1.
- c) Signing of Bid
- Bidders shall submit their Bids 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:
- Bidders 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 WBIDCL) incomplete, incorrect and false, WBIDC shall reject the bid and forfeit the Bid Guarantee/ EMD.
- e) Bidders should put all the above Packets, duly marked and sealed, in a common sealed envelope, and addressed to:
- The Managing Director, WBIDC Ltd., "Protiti", 23, AbanindranathTagore Sarani, Kolkata-700017"
- and submit it to the addressee. Each sealed cover shall be marked "Strictly Confidential- Bid for Disposal of all Steel Structures of partly built Sky Walk
If the envelopes are not sealed and marked as instructed, WBIDCLwill assume no responsibility for their misplacement or premature opening of the Bid. A Bid opened prematurely due to this sub-clause may be rejected and returned to the Bidder..

2.6 Time of Submission

The Bid filled in all respects as per the instructions of the Bid Document must reach the office of WBIDCL before 14:00 hours on 18.03.14 to become valid.

WBIDCL may, at its own, sole discretion, extend the deadline for submission of Bids by issuing an amendment in accordance with Clause 2.9 in which case all rights and obligations of WBIDCL and the Bidders, previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

2.7 Opening of Bid

The Bid shall be opened on the last date of submission as mentioned above, at 16:00 hours on 18.3.14 at WBIDC Ltd., "Protiti", 23, AbanindranathTagoreSarani, Kolkata- 700017 in the presence of the Bidder or authorized representatives of the Bidder who wish to remain present.

The authorized representative shall produce authorization letters from the Bidder 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 Bid

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

2.9 Amendment of Bid Document

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

2.10 Modification of Bid

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

2.11 Clarifications

WBIDCL may call for clarifications or further document(s) regarding certain information on the Bid received. Such clarifications are required to be provided in writing within the specified time frame and would be considered as part of the Bid. However, Bidder will not be permitted to change any aspect of their Price Bid or any term that might materially affect the Price Bid after submission of Bid

2.12 Inquires

Any inquiry concerning this Bid should be submitted only to the office of WBIDCL at the following address in writing by letter/fax(subsequently in writing) to:

"The Managing Director,
West Bengal Industrial Development Corporation Limited,
"Protiti", 23, Abanindranath Tagore Sarani, Kolkata-
700017 Ph: 033-22553886 , Fax: 033-22553737

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

2.13 Bid Preparation Cost

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

2.14 Settlement of disputes

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

2.15 Law applicable

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

2.16 Validity of Bid

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

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

A Bidder may refuse the request for extension of validity of Bid without entailing forfeiture of their Bid Guarantee/ EMD. A Bidder agreeing to the request will neither be required nor permitted, to modify their Bid but only to extend validity of their Bid and Bid Guarantee /EMD correspondingly.

2.17 Bid Guarantee /EMD

Bidders shall submit Bid Guarantee /EMD of Rs 1,00,000/- (Rupees one lakh only) along with the Bid by way of Pay Order / Demand Draft / Banker's Cheque, drawn on any Scheduled Bank, in favors of;

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

Any Bid not accompanied with Bid Guarantee /EMD will be treated as invalid and is liable to be rejected.

The Bid Guarantee /EMD shall be forfeited

- .if the Bidder withdraws his Bid during the period of Bid Validity as specified in the Clause No. 2.16 or
- .if the successful Bidder 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
- If the successful Bidder or Purchaser or to whom the Letter of Intent is issued, fails or refuses to sign the Contract Agreement within the stipulated time as specified in the Clause No.2.20

2.18 Obligation of the Selected Bidder

On Selection, the successful Bidder or Purchaser will have to pay at least 50% of the Total Offered price within 7 (seven) 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 the Total Offered Price has to be paid by the Purchaser at the time of signing of the Agreement or within a period of 15 days from the date of first payment or whichever is earlier.

2.20 Signing of Agreement

For dismantling and removal of Lot, the Purchaser has to sign a Contract Agreement with WBIDCL within 22 (Twenty two) calendar days from the date of issue of LOI.

2.21 Right to accept / reject

No Bid will be considered unless the required documents of this Bidding process are fully and completely filled in. All information that may be asked from a Bidder must be unequivocally furnished. Any Bid which is incomplete or does not comply with the prescribed conditions or stipulations laid down therein or any further communication forming part of the Bid Document, will be liable for rejection at the time of opening or during subsequent scrutiny.

WBIDCL reserves to itself the right to accept or reject any Bid or annual the Bidding process or reject all Bids without assigning any reason thereof, and without there by incurring any liability to the affected Bidder.. Any Bidder, if found not substantially responsive, shall be rejected at the discretion of WBIDCL and the Bid Guarantee / EMD of such Bidder shall be forfeited. Acceptance of offer of highest offer price is not obligatory. WBIDCL will have the right to select any party other than the highest Bidder if it is so considered necessary.

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

The Bid shall be considered invalid and non-responsive for one or more of the following reasons:

- The Bidder has not purchased the Bid Document from WBIDC Ltd.
- Non-submission of any payment/ document stipulated herein

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

2.22 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.

2.23 Indemnification

The Bidder will be required to indemnify WBIDL against all liabilities, direct or indirect arising out of the Bidding process.

Section 3

3. General Conditions

3.1 Scope of Work

3.1.1. Complete dismantling and removal thereof of the Steel Structures of partly built “Sky Walk” lying at the office premises(Protiti and Shilpa Sadan) located at 23, Abanindranath Tagore Sarani, (Camac St.) Kolkata-700017 and 4, AbanindraNath Tagore Sarani, Kol-16

3.1.2. The entire activity of dismantling and removal work must be completed within 1(one) month of signing of the ContractAgreement

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 tothe site, nature, extent of transport facility that may affect this Bid. WBIDCL 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 WBIDCL.

The Purchaser will take adequate protection of materials against theft or damage. The Purchaser will be liable for all thefts / burglary / pilferage of any materials / goods from the site, and WBIDCL will not entertain any claims in this regard. The Purchaser shall take full responsibility and care for the entire work and other materials in site from the commencement of dismantling and removal work till the date of issue of Completion Certificate.

3.4 Purchaser to dismiss person from Work

The Purchaser shall on the request of WBIDCL immediately dismiss from the work any person employed thereon by him, who may in the opinion of WBIDCL 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 WBIDCL.

3.7 Extension of Time

If the Purchaser commits default in commencing the work within the stipulated time, WBIDCL shall be entitled, without prejudice to any other rights or remedies to 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/EMD 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 WBIDCL, 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 WBIDCL but shall nevertheless use his best endeavors constantly to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of WBIDCL 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 WBIDCL may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the Purchaser by WBIDCL 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, 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 WBIDCL 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 due course of Force Majeure, the Purchaser shall make an application to WBIDCL for extension of the stipulated time limit stating the reasons thereof for consideration. WBIDCL shall then 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 equipments 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.

3.11 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 WBIDCL 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.

Any damage caused to existing facilities while carrying out the work shall be made good by the Purchaser to WBIDCL'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 Item, any other property is damaged, the same shall be restored to its original conditions without any extra cost to WBIDCL.

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 WBIDCL against all claims, which may be made against WBIDCL by any member of the Public, or any third party in respect of anything, which may arise in respect of the activities or in consequences thereof. The Purchaser shall also indemnify WBIDCL against all claims which may be made upon WBIDCL, whether under the Workmen's Compensation Act or any other statutes in force during the validity 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 WBIDCL 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, 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 WBIDCL who shall state his decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of WBIDCL shall be final; but if the Purchaser(s) be dissatisfied with the decision of WBIDCL 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 WBIDCL 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 on which such written notice has been given and no other shall be and is hereby referred to the Arbitration, as follows;

Such matters shall be referred to the adjudication of three arbitrators having jurisdiction in Kolkata, one to be nominated by WBIDCL 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 WBIDCL 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 WBIDCL 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 WBIDCL 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 later 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 measures 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.

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 WBIDCL 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 WBIDCL 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 party., a notice of termination of the Contract Agreement. 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 work & contractor's _____ equipment from the site. WBIDCL shall waive the payment obligation of the Contractor(s) for _____ such amount calculated by WBIDCL considering the value of the work done.

Section 4

4. Selection & Evaluation Mechanism

4.1 How to Quote

4.1.1 Every Bidder has to submit their Bid along with all necessary details.

4.1.2 In the Financial Bid, the Bidder has to quote in the specified format as given in Annexure 1 for the entire lot. But quotation for part of any of the item will not be accepted.

4.2 Uncovering procedure

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

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

4.3 Evaluation

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

4.3.2 Award of the contract will be the sole discretion of WBIDCL. It is not obligatory for WBIDCL 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 of Agreement

4.5.1 A Contract Agreement will be signed between the Purchaser and WBIDCL for dismantling and removal of the Items.

4.5.2 After compliance of the Clause No. 2.19 and 2.20 the Project Site will be handed over to the Purchaser, 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/EMD

4.6.1 The Bid Guarantee/EMD of the unsuccessful Bidders (except the second highest bidder) will be returned within one month of signing of the Agreement with the Purchaser. The second height bidder's bank guarantee/ EMD will be released after the entire sale proceed is completed.