

Bid Document
For Dismantling & Disposal of Identified Items of
Webel Consumer Electronics Ltd.,
at BN - 4, Sector - V, Salt Lake City, Kolkata

Issued by :
West Bengal Electronics Industry Development Corporation Ltd.

Cost of Tender Document: Rs. 500 /-

DETAILED TENDER QUOTATION NOTICE OF BIDS FOR SALE OF IDENTIFIED ITEMS

NIT No. 07/Webel/IDM/20-21/36 Dt. 08.12.2020

West Bengal Electronics Industry Development Corporation Ltd. (WBEIDCL) invites lump sum rate tenders on 2 (two) bid system for the complete dismantling and removal of structures (as detailed in the Annexure-3 of this document and also provided in the pictures at plot no. BN-4, Sector-V), through Tender from eligible parties. The bid shall be submitted physically at the Office of WBEIDC Ltd., Module no 126, SDF Building, Sector V, Salt Lake City, Kolkata – 700 091.

The full Bid Document will be uploaded at the website of WBEIDCL at <https://www.webel.in/tenders>. Interested parties should download the tender document from there and duly filled up Tender shall be submitted physically at the Office of WBEIDC Ltd., Module no 126, SDF Building, Sector V, Salt Lake City, Kolkata – 700 091

Date schedules for the tender process is given below:

Sl. No.	Particulars	Date & Time
1	Availability of N.I.T. Document at Webel website for download	08.12.2020 at 3:30 PM
2	Earnest Money (Bid Security) & Tender Cost submission	16.12.2020 at 2:00 PM
3	Document download start date	08.12.2020 at 3:45 PM
4	Pre Bid Meeting (Will be held at the Project Site at plot no. BN-4, Sector-5, Salt Lake City, Kolkata – 700 091)	10.12.2020 at 3:00 PM
5	Circulation of minutes of pre-bid meeting through the Webel website	10.12.2020 at 3:30 PM
6	Bid proposal submission start date (at SDF office of WBEIDCL)	09.12.2020 at 10 :00 AM
7	Bid proposal submission end date (at SDF office of WBEIDCL)	15.12.2020 at 5:00 PM
8	Bid opening date for cover-1 (at SDF office of WBEIDCL)	16.12.2020 at 3:00 PM
9	Bid opening date for cover-2 (at SDF office of WBEIDCL)	Will be intimated in due course to successful bidders

All interested bidders are requested to visit site before submitting tender. For further detail, please contact:

From Webel

Mr. S. K De Sarkar, Dy. Mgr. @ 8336037257,

Email : suman.desarkar@webel-india.com

WBEIDC Ltd., Module no 126, SDF Building, Sector V, Salt Lake City, Kolkata – 700 091.

From I-Win (Engineering Consultant)

Mr. Debashis Sen Gupta, Director, @ 98309 40515

Email : debashis.sengupta@i-win.co.in

I-Win Advisory Services Ltd, Shilpangan, CFB, S-02, L. B. – 1, Sector – 3, Salt Lake City, Kolkata – 700 106.

Invitation of Bids for dismantling-sale of identified Items

West Bengal Electronics Industry Development Corporation Limited (WBEIDCL) invites bid through tender comprising of Bid, and other documents from bidders in terms as stated below:

1. Bids are invited for sale, complete dismantling and removal thereof from the said premise at plot no. B.N. - 4, Sector - V, Salt Lake City, Kolkata – 700 091.
2. Items for Disposal: All the identified items which includes all the building at the premises of Webel Consumer Electronics Ltd. along with the related infrastructure including the installations and equipment/spare parts as detailed as Annexure-3 are offered for disposal on 'as is where is' basis. The bidders will have to quote lump sum offer price for the identified items in the prescribed format for the same. Quotation for any particular item and/or part of the building will not be accepted.
3. Price of Bid Document: Rs. 500/- towards cost of Tender/ Bid document in the shape of Demand Draft/ Pay order issued by any scheduled Bank in favour of "West Bengal Electronics Industry Development Corporation Limited" payable at Kolkata.
4. Bid Guarantee/EMD: Every Bidder will have to submit (as per scheduled date-time) their Bid complete in all respect along with a EMD / Bid Guarantee of Rs. 5,000/- (Rupees five thousand only) refundable without interest, by way of Demand Draft / Banker's Cheque in favour of "West Bengal Electronics Industry Development Corporation Limited", payable at Kolkata" at the office of WBEIDC Ltd. **Bid Guarantee / EMD of the highest bidder will be returned without any interest after satisfactory completion of the work.**

The Bid Guarantee/EMD of the unsuccessful Bidders (except the second highest bidder) will be returned after completion of work or within one month from the date of placement of LOA, whichever is later. The second height bidder's EMD will be released after the entire sale proceeds.

5. Site Visit: Intending Bidders may inspect the Project Site if they so desire, on working days in prior intimation as specified in Clause No.1.3 of the Bid Document.
6. Availability of Bid Documents & Place of Submission: The full Bid Document will be uploaded at the website of WBEIDCL at <https://www.webel.in/tenders>. Interested parties should download the tender document from there and duly filled up Tender shall be submitted physically at the Office of WBEIDC Ltd., Module no 126, SDF Building, Sector V, Salt Lake City, Kolkata – 700 091, please refer to clause no. 1.5 of Section-1 for submission details
7. Last Date for submission of Bid Document: Refer the date schedule.
8. Date of Opening of Bids: Refer the date schedule.
9. Time of completion: 1 (one) month from the 10th. day of issuance of LOA.
10. Obligation of the Selected Bidder:

- a) Within 07 (Seven) calendar days of issuance of the Letter of Award, the Purchaser will have to pay 100% of the Total Offered Price (after adjusting the Bid Guarantee/EMD) by Bank Draft/Pay Order in favour of "West Bengal Electronics Industry Development Corporation Limited" payable at "Kolkata", and
- b) Commence dismantling work within 10 (Ten) calendar days of issuance of the Letter of Award or after full payment as per 'a' above, whichever is later.

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

11. On compliance of the Clause No.3.5, 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. WBEIDCL 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.

Section 1

1. Instructions to Bidders

1.1. *Objective of the Bid*

With the intent of Disposal of the identified items as per Annexure-3 at the premises of Webel Consumer Electronics Limited, WBEIDCL, wishes to receive financial bid in the specified format from the interested parties for the complete dismantling, removal and sale thereof. The site is located at Webel Consumer Electronics Limited, B. N. - 4, Sector - 5, Salt Lake City, Kolkata – 700 091. Bidder will have to quote lump sum offer price for the whole building prescribed format for the same. Quotation for any particular part of the building will not be accepted.

1.2. *Terms of the Bid*

Bids are invited for the above-mentioned work as mentioned at Clause No. 1.1 under the following terms:

- The building / structure as referred in Clause 2.1 are being offered for dismantling and removal of scrap. It shall be the obligation of the Bidder for dismantling (right up to the foundation level) and full removal of the items without causing any deterioration or damage to any of the other permanent structures being present at the above site. The concerned dismantled areas are to be finished with proper earth filling up to EGL.
- 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, mentioned in words will be taken for consideration of Bid and the same will be binding on the Bidder.
- All statutory taxes, GST, 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.

1.3. *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 WBEIDCL 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 WBEIDC Ltd.

The Bidder and any of their personnel or agents shall require permission from WBEIDCL with 1 day prior intimation for visiting the site.

Every Bidder is hereby requested for visiting the site during Monday to Friday (between 11:00 am to 4:00 pm) by contacting the concerned person present there on behalf of Webel (Mr. Sumoy Roy @ 9153249085 / 7908656785) before submitting Bid. For any technical query, please contact M/s. I-Win Advisory Services Ltd. (project consultant on behalf of Webel) at 033-2335 6570/5507.

The Bidder, at his own responsibility & risk is encouraged to visit & examine the site of works & its surrounding & obtain all information that are necessary for preparing the Bid & entering into a contract for the work as mentioned in the Notice Inviting quotation, before submitting offer with full satisfaction. The cost of visiting the site shall be borne by the bidders entirely. The authorized representative will be solely responsible for personal injury (whether fatal or otherwise), loss of or damage to property.

1.4. ***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.

1.5. ***Bid Contents***

The Bid shall be submitted at the Office of WBEIDC Ltd., Module no 126, SDF Building, Sector V, Salt Lake City, Kolkata – 700 091. The desired content(s) of each Part is described below:

- a) Part 1 (technical bid) should contain the followings
(Relevant scanned copies to be uploaded):
- Bidder's declaration and covering letter in accordance to the given format (**Annexure 1 of bid document**)
 - Authorization of the person signing the Bid
 - The original Bid Document (without price) and any further communication, pre-bid minutes etc. forming part of the Bid Document shall be signed and submitted along with the bid.
 - DD/Pay Orders towards cost of Bid Document and Bid Guarantee / EMD as mentioned earlier are to be submitted along with the tender. **Original DD/Pay Orders (2 nos., as Bid Document Cost and EMD/Bid Guarantee) have to reach the office of WBEIDCL as per the aforementioned schedule.**
 - Credential document against successful execution of similar works at different Govt. / PSU/ Reputed Private Organization.
 - Additional Information: Bidders may add any further information that they consider relevant for the evaluation of their Bid. However, no conditional information will be considered for acceptance.
- b) Part 2 (price bid) should contain:
- The Price Bid, i.e. the offer price in the format provided in the BOQ.
 - Duly filled up and signed copy of the Form of Tender **as per Annexure-2.**
- c) Signing of Bid
- Bidders shall submit their signed Bids. This will indicate acceptance of the contents of those papers.
- d) Declaration:
- Bidders will have to provide the FORM OF TENDER (to be up submitted in part 1) in accordance to the format given in Annexure 2. If, at any stage, the information is found to be materially (in the assessment of WBEIDCL) incomplete, incorrect and false, WBEIDCL shall reject the bid and forfeit the Bid Guarantee/ EMD.
- e) Bidders should submit all the above part:

- Bid is to be submitted at the Office of WBEIDC Ltd., Module no 126, SDF Building, Sector V, Salt Lake City, Kolkata – 700 091 as mentioned in the NIQ.

f) Time of Submission

- The Bid, filled in all respects as per the instructions of the Bid Document, must be submitted as per aforementioned schedule.
- WBEIDCL may, at its own, sole discretion, extend the deadline for submission of Bids by issuing an amendment in accordance with Clause 1.7 in which case all rights and obligations of WBEIDCL and the Bidders, previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

1.6. **Opening of Bid**

The Bids shall be opened as per the aforementioned schedule, at WBEIDC Ltd., Module no 126, SDF Building, Sector V, Salt Lake City, Kolkata-700091 in the presence of the tender committee and 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 3.

1.7. **Amendment of Bid Document**

At any time prior to 48 hours from the deadline for submission of the Bid, WBEIDCL reserves the right to add/modify/delete any portion of the Bid Document by issue of an addendum, which will be uploaded. In case of amendment of Bid Document, WBEIDCL may, at their own discretion, extend the bidding period only under specific circumstances.

1.8. **Modification of Bid**

If the Bid is submitted prior to the formal submission date, the Bidders can withdraw/modify/re-submit the bid within the last time of submission. However, if more than one submission is found from a single bidder only the last submission will be considered as valid.

1.9. **Inquires**

Any inquiry concerning this Bid should be submitted during the pre-bid meeting as per the aforementioned schedule at the following address:
West Bengal Electronics Industry Development Corporation Limited,
Module No126, SDF Building, Sector V, Salt Lake City, Kolkata-91”

Reply against those queries will be addressed by making minutes of the pre-bid meeting and published as per the aforementioned schedule.

1.10. **Clarifications**

WBEIDCL 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

1.11. **Bid Preparation Cost**

The Bidder shall bear all the costs incurred by them in Bid preparation and submission. WBEIDCL 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.

1.12. **Settlement of disputes**

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

1.13. **Law applicable**

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

1.14. **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, Managing Director, WBEIDCL 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.

1.15. **Bid Guarantee / EMD**

Bidders shall submit Bid Guarantee /EMD of Rs. 5,000/- (Rupees five thousand only) along with the Bid by way of Pay Order / Demand Draft, drawn on any Scheduled Bank, in favour of : "West Bengal Electronics Industry 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. 1.14 or
- if the successful Bidder or Purchaser or to whom the LOA is issued, fails or refuses to make full payment as per their Financial Bid within the stipulated period as specified in the Clause No. 1.16
- If the successful Bidder or Purchaser or to whom the LOA is issued, fails or refuses to complete the work within the stipulated time as specified in the Clause No.1.17 unless time extension is approved as per concerned clause.

1.16. **Obligation of the Selected Bidder**

- **On Selection, the successful Bidder or Purchaser will have to pay at 100% of the Total Offered price within 7 (seven) calendar days from the date of issue of the Letter of Award (LOA) by way of Bank Draft/ Pay Order in favors of "West Bengal Electronics Industry Development Corporation Limited" payable at "Kolkata".**

The offered price is to be submitted in full as per quoted price as accepted by WBEIDCL.

- Commence dismantling work within 10 (Ten) calendar days of issuance of the Letter of Award or after full payment as per 'a' above, whichever is later.
- To complete the entire work within 1 month from the 10th. day of issuance of LOA.

1.17. ***Agreement***

The accepted copy of the LOA, signed-sealed on every page by the selected bidder will act as agreement between the bidder and WBEIDCL. The entire Tender Document will also be part of the agreement. The bidder has to submit such acceptance to WBEIDCL within 10 (Ten) calendar days from the date of issuance of LOA.

In case selected bidder fails to comply, next highest bidder will be selected automatically.

1.18. ***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.

WBEIDCL 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 WBEIDCL and the Bid Guarantee / EMD of such Bidder shall be forfeited. Acceptance of offer of highest offer price is not obligatory. WBEIDCL will have the right to select any party other than the highest Bidder if it is so considered necessary.

WBEIDCL 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 WBEIDCL, 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 WBEIDCL in any way in the process of examination, clarification, evaluation and comparison of the Bid.

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

1.19. ***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. WBEIDCL shall not by any way be responsible and/ or liable for getting these approvals etc.

1.20. ***Indemnification***

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

Section 2

2. General Conditions

2.1. *Scope of Work*

- 2.1.1. Complete dismantling (from foundation to the roof) and removal thereof all the buildings and other infrastructures identified items at Webel Consumers Electronics Ltd. premises at B. N. – 4, Sector – 5, Salt Lake City, Kolkata – 700 091. The concerned dismantled areas are to be finished with proper earth filling up to EGL.
- 2.1.2. The entire activity of dismantling and removal work must be completed within 30 (thirty) days from the 10th day of issuance of LOA/Work Order.

2.2. *Site Condition*

- 2.2.1. 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.
- 2.2.2. Purchaser must also make himself conversant with all the statutory requirements (if any), local conditions, means of access to the site, nature, extent of transport facility that may affect this Bid. WBEIDCL does not undertake any responsibility, to obtain any concessions, permissions from the Owner of the adjoining premises 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.
- 2.2.3. 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.
- 2.2.4. The site will be made available to the Purchaser in its present condition,
- 2.2.5. If the contractor is required to work beyond (working hours/ Sunday/Public Holiday), necessary prior permission is to be obtained from the Authority.
- 2.2.6. The contractor will be allowed to demolish the building up to the ground level only.
- 2.2.7. All Safety precautions to be taken for the supervisors/workers during dismantling work. First Aid arrangements must be must be kept at site.

2.3. *Purchaser to provide:*

- 2.3.1. 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 WBEIDCL.

- 2.3.2. 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 WBEIDCL will not entertain any claims in this regard.
- 2.3.3. 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. All debris, muck etc. are to be removed from the site as per necessary approval of the authority or their representative.
- 2.4. ***Purchaser to dismiss person from Work:***
The Purchaser shall on the request of WBEIDCL immediately dismiss from the work any person employed thereon by him, who may in the opinion of WBEIDCL is found to be guilty of misconduct or incompetent in execution.
- 2.5. ***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.
- 2.6. ***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 WBEIDCL. Additionally any pit that is made for obtaining the materials from the foundation will have to be filled up and the said land will have to be brought to the surrounding ground level.
- 2.7. ***Extension of Time***
If the Purchaser commits default in commencing the work within the stipulated time, WBEIDCL 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.
- 2.8. ***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 WBEIDCL, 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 WBEIDCL 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 WBEIDCL 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 WBEIDCL may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the Purchaser by

WBEIDCL 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 WBEIDCL 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 WBEIDCL for extension of the stipulated time limit stating the reasons thereof for consideration. WBEIDCL shall then accept or reject such applications and inform the Purchaser accordingly.

2.9. ***Labour Wages and Regulations:-***

The Purchaser may 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 etc. for the labours engaged by them.

2.10. ***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.

2.11. ***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 WBEIDCL 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 WBEIDCL'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 WBEIDCL.

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 WBEIDCL against all claims, which may be made against WBEIDCL 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 WBEIDCL against all claims which may be made upon WBEIDCL, 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 WBEIDCL 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.

2.12. ***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 them. No claim in this regard will be accepted.

2.13. ***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 WBEIDCL who shall state his decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of WBEIDCL shall be final; but if the Purchaser(s) is dissatisfied with the decision of WBEIDCL 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 WBEIDCL 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 WBEIDCL 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 WBEIDCL by the Purchaser(s) shall be withheld on account of such proceedings unless such payments are the direct subject of the Arbitration.

2.14. ***Force Majeure***

2.14.1. ***Force Majeure Event***

Force Majeure is an occurrence beyond the control of and without the fault or negligence of WBEIDCL 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 WBEIDCL, 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 WBEIDCL shall constitute default or give rise to any claim for damages to the extent that such delay or failure is caused by Force Majeure.

2.14.2. Effect of Force Majeure: Duty to Report

The WBEIDC 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 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.

2.14.3. 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 WBEIDCL deems necessary, may determine and inform the Contractor(s) whether:

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

2.14.4. 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. 2.14.

2.14.5. Force Majeure Event & Termination:

If a Force Majeure Event continues or is in the reasonable judgment of WBEIDCL 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. WBEIDCL shall waive the payment obligation of the Contractor(s) for such amount calculated by WBEIDCL considering the value of the Work done.

Section 3

3. Selection & Evaluation Mechanism

3.1. *How to Quote:*

- 3.1.1. Every Bidder has to submit their Bids along with all necessary details.
- 3.1.2. In the Financial Bid, the Bidder has to quote in the specified BOQ format and to submit the 'Form of Tender' for the entire work.
Quotation for part of any of the items will not be accepted.

3.2. *Uncovering procedure*

- 3.2.1. The entire Bid will be opened on the scheduled date as mentioned in Clause No. 1.6 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.
- 3.2.2. Only contents of the Bid will be verified on opening of every Bid. In case of any discrepancies, WBEIDCL at their own discretion may ask for certain Clarifications from the Bidder

3.3. *Evaluation*

- 3.3.1. Selection of Purchaser would be done on the basis of Financial Bid received from the Bidder. The consultant will scrutinize all the received bids and recommend WBEIDCL for acceptance / approval.
- 3.3.2. Award of the contract will be the sole discretion of WBEIDCL. It is not obligatory for WBEIDCL to accept the highest offered price.

3.4. *Notification of Award*

- 3.4.1. Letter of Award / Work Order will be issued to the Purchaser as acceptance of their offer.

Annexure 1

PROFORMA FOR COVERING LETTER
(In Letterhead-To be submitted in cover-I)

From:
(Full postal address of the Tenderer)

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

To:
The Managing Director,
Webel,
Sector - 5, Salt Lake City, Kolkata – 700 091

Sub : Tender for complete Dismantling and thereby removal of all the Identified Items at the premises of Webel Consumer Electronics Limited Building, B. N. – 4, Sector – 5, Salt Lake City, Kolkata – 700 091

Dear Sir,

In response to the above Notice Inviting Tender, as published, I/We herewith 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 Electronics Industry Development Corporation Ltd.): DD/PO No.: _____ dated _____ amount of _____ 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 cover-II 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

Annexure - 2

FORM OF TENDER (To be filled up and submitted under letterhead with cover-II by the Tenderer)

Managing Director,
Module No 126, SDF Building,
Sector - 5, Salt Lake City, Kolkata – 700 091

Sub : Tender for complete Dismantling and thereby removal of all the Identified Items at the premises of
Webel Consumer Electronics Limited Building, B. N. – 4, Sector – 5, Salt Lake City, Kolkata – 700 091

Tender Document for Disposal of Identified Items at Webel Consumer Electronics Ltd.,
B. N. - 4, Sector - 5, Salt Lake City, Kolkata

Dear Sir,

1. I/We refer to the tender notice issued by you on behalf of West Bengal Electronics Industry Development Corporation Limited (WEBEL) for complete Dismantling and thereby removal of all the Identified Items at the premises of Webel Consumer Electronics Limited Building, B. N. – 4, Sector – 5, Salt Lake City, Kolkata – 700 091.
2. I/We do hereby offer to perform, provide, execute, complete and maintain the works in conformity with the Working Drawings, Conditions of Contract, Technical Specifications, Schedule of quantities for the sum of Rs..... at the respective rate quoted in the Bill of Quantities.
3. I/We have satisfied myself/ourselves as to the site conditions, examined the drawings and all aspects of the tender conditions, subject to above, I/We do hereby agree, should this tender be accepted in whole or in part, to :
 - a) Abide by and fulfil all the terms and provisions of the said conditions annexed hereto;
 - b) Complete the works within 1 (one) calendar month from 10th date of LOA, in two or three shifts if considered necessary by the Owner at no extra cost to the Owner.
4. I/We have deposited the earnest money of Rs. in the form of Demand Draft/Pay Order which, I/We note, will not bear any interest and is liable for forfeiture :
 - o If the Bid is withdrawn during the period of Bid Validity as specified in the Tender Document or
 - o If I/We fail or refuse to make full payment as per the Financial Bid within the stipulated period as specified in the Tender Document or
 - o If I/We fail or refuse to complete the work within the stipulated time as specified in the Tender Document unless proper time extension is approved as per concerned clause.
5. I/We understand that you are not bound to accept the lowest or any tender you receive.
6. Name of Partners/Directors of our Firm :
 - i)
 - ii)
 - iii)
 - iv)

Yours faithfully,

Signature

Name of Partner/Director of the firm authorized to sign or Name of person having power of attorney to sign the contract. (Certified true copy

Designation

Tel No.

Fax No.

of power of attorney should be attached)

Mob No.

E-mail

Signature and a) address of Witness

Signature

Name

Address

b)

Signature

Name

Address

Annexure – 3

Identified Items at the premises of Webel Consumer Electronics Ltd.

(A) List of Buildings considered : -

- 1) Security Room
- 2) Transformer Room
- 3) Electric Room & Canteen (1)
- 4) Electric Room & Canteen (2)
- 5) Pump Room
- 6) Shed structure identified at site

(B) List of inventories for all the buildings as mentioned above : -

- 1) Internal and External brick works
- 2) M.S Sheets
- 3) Truss including M.S Structures
- 4) Rolling shutters
- 5) Steel windows
- 6) Doors
- 7) RCC Roof slabs & floors
- 8) RCC Components such as beams, columns etc.
- 9) Corrugated Asbestos sheets
- 10) Corrugated fiber sheets
- 11) PVC pipes
- 12) Sanitary & Plumbing items
- 13) Cast iron pipes

- 14) MS Pipes
- 15) Wooden frame with XPM
- 16) Doors made of MS flat and MS angle
- 17) Electrical wires, lights, fans
- 18) Transformer
- 19) Distribution Panel
- 20) DB & Starter
- 21) Abandoned Car model Maruti 800 (one no.)

BOQ Format

(to be submitted in the letter head of the bidder in the price bid)

Tender Inviting Authority : WBEIDCL Ltd.

**Name of the Work : Dismantling & Disposal of Identified Items of Webel Consumer Electronics Ltd.,
at B. N. - 4, Sector - V, Salt Lake City, Kolkata**

NIT No.

Name of the Bidder :

Price Schedule

Sl. No.	Item Description	Quantity	Unit	Quoted Amount (Rs.)
1	Complete dismantling from foundation to the roof and removal of identified items with proper finishing and clearance of entire scraps / debris obtained from the process, to make good the dismantled areas. This is as per the detailed scope of work briefed in the Tender Document	1	Lump sum	
Total in Figures :				
Quoted Amount in words :				

Place :
Date :

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

