REQUEST FOR PROPOSAL DOCUMENT

For

Selection of Promethean company for design, execution of theme based Luncheonette in Alipore Central Correctional Home, Kolkata.

West Bengal Housing Infrastructure Development Corporation

Limited (A Govt. of West Bengal Undertaking)
HIDCO BHABAN, Premises No.35-1111, Biswa Bangla Sarani,
3rd Rotary, New Town, Kolkata-700156

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Memo No: 3 0 6 /HIDCO/AGM(E)-III/L/RFP-02/2022-2023 Dated: 10.06.2022

Additional General Manager (Engg)-III, on behalf of WB HIDCO invites R.F.P. No.-02 for the work detailed below. (Submission of Bid through online)

Request for proposal document for Selection of Promethean company for design, execution of theme based Luncheonette in Alipore Central Correctional Home, Kolkata.

Disclaimer

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Additional General Manager (Engg)-III, WB HIDCO (the "Authority") or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their technical and financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the RFP document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Authority

accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

Authority and it's counterparts also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that Authority is bound to select a Bidder or to appoint the Selected Bidder or the Contractor, as the case may be, for the Project and Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The completion time would be 2 months from date of issue of commencement.

The defect liability period would be one year from date of completion of the project.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Addl. General Manager
(Engg.)– III, WB HIDCO Ltd.

Memo. No.306(7)/ HIDCO/ AGM(E)- III/ L/ RFP-02 /2022 -2023 Dated:10.06.2022

Copy forwarded for information to:-

1) Engineer in Chief, WB HIDCO
2) Joint Managing Director, WB HIDCO.
3) Chief Engineer, WBHIDCO
4) Chief Finance Officer, WB HIDCO.
5) Sr. Accountant, WBHIDCO
6) Estimator, WBHIDCO
7) Notice Board

Addl. General Manager
(Engg.)– III, WB HIDCO Ltd.

Abbreviations and Definitions

"Accounting Year" OR **"Financial Year"** means the financial year commencing from the 1st day of April of any calendar year and ending on the 31st day of March of the next calendar year;

"Affected Party" shall have the meaning set forth in Clause 19.1 of the Draft Contract Agreement;

"Applicable Laws" means all laws, brought into force and effect by Government of India (GOI) and/or Government of West Bengal (GOWB) including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Contract Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Contract Agreement;

"Applicable Permits" means all clearances, licences, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with implementation of the Project during the subsistence of this Contract Agreement;

"Appointed Date" means the date which is later of:

a) the 15th day of this Contract Agreement;or

b) the date on which the Authority has provided the Contractor access to the Project Site for implementation of the Project in conformity with the provisions of Article8;

"Authority" "HIDCO" shall have the meaning attributed thereto in the array of Parties hereinabove as set forth in the Recitals in the Draft Contract Agreement;

"Authority's Default" shall have the meaning set forth in Clause 21.2.1 of the Draft Contract Agreement;

"Authority Representative" means such person or persons as may be authorised in writing by the Authority to act on its behalf under this Contract Agreement and shall include any person or persons having authority to exercise any rights or perform and fulfill any obligations of the Authority under this Contract Agreement;

"Bank" Bank shall mean a Scheduled Bank within Reserve Bank of India Act, 1934;

"Bid" means the documents in their entirety comprised in the Bid (Technical Bid and Financial Bid) submitted by the Contractor in response to the RFP document issued by the Authority in accordance with the provisions thereof;

"Bid Price" means the amount specified in Clause 17.1 of the Draft Contract Agreement;

"Bidder" means as defined in Clause 1.1.5 of RFP document;

"Bid Due Date" means as defined in Clause 1.3 of RFP document;

"Bidding Process" means as defined in Clause 1.2.1 of RFP document;

"Change in Law" means the occurrence of any of the following during the subsistence of Contract Agreement:

a) the enactment of any new Indian law;

b) the repeal, modification or re-enactment of any existing Indian law;

c) the commencement of any Indian law which has not entered into effect until the date of execution of this Contract Agreement;

d) a change in the interpretation or application of any Indian law by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the date of execution of this Contract Agreement;

"Change of Scope" shall have the meaning set forth in Article 13 of Draft Contract Agreement;

"Change of Scope Notice" shall have the meaning set forth in Clause 13.2.1 of the Draft Contract Agreement;

"Change of Scope Order" shall have the meaning set forth in Clause 13.2.4 of the Draft Contract Agreement;

"Conflict of Interest" shall have the meaning set forth in Clause 6.2 of RFP document (Instructions to Bidders)

"Contract Agreement" OR **"Agreement"** means this Contract Agreement to be signed between the Selected Bidder and the Authority for implementation of this Project.

"Contractor's Default" shall have the meaning set forth in Clause 21.1.1 of the Draft Contract Agreement;

"Cure Period" means the period specified in this Contract Agreement for curing any breach or default of any provision of this Contract Agreement by the Party responsible for such breach or default and shall:

a) commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice;

b) not relieve any Party from liability to pay Damages or compensation under the provisions of this Contract Agreement and

c) not in any way be extended by any period of Suspension under this Contract Agreement; provided that if the cure of any breach by the Contractor requires any reasonable action by the Contractor that must be approved by the Authority hereunder, the applicable Cure Period shall be extended by the period taken by the Authority to accord their approval;

"Damages" shall have the meaning set forth in paragraph (w) of Clause 1.2.1 of the Draft Contract Agreement;

"Defects" means any defect or deficiency in supplies and/or execution of the Works or any part thereof during Project Commissioning Period and/or O&M Period, which does not conform to the specifications and standards and hampers the execution of works and/or O&M;

"Defects Liability Period" shall have one year from date of completion of the project.

"Dispute" shall have the meaning set forth in Clause 24.1.1 of the Draft Contract Agreement;

"Dispute Resolution Procedure" means the procedure for resolution of Disputes set forth in Article 24 of the Draft Contract Agreement;

"Document" or **"Documentation"** means documentation in printed or written form, or in tapes, discs, drawings, computer programmes, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;

"Emergency" means a condition or situation that is likely to endanger the safety or security of the individuals on or about the Project, including Users thereof, or which poses an immediate threat of material damage to any of the Project Assets;

"Encumbrances" means, in relation to the Project, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security orother such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, where applicable herein but excluding utilities referred to in Clause 9.1 of the Draft Contract Agreement;

"Force Majeure" or **"Force Majeure Event"** shall have the meaning ascribed to it in Clause 19.1of the Draft Contract Agreement;

"GOI" means the Government of India, its respective departments or any other authorities, agencies and instrumentalities functioning under the direction or control of the Government of India;

"GOWB" means the Government of West Bengal, its respective departments or any other authorities, agencies and instrumentalities functioning under the direction or control of the Government of West Bengal;

"Good Industry Practice" means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced contractor engaged in the same type of undertaking as envisaged under this Contract Agreement and which would be expected to result in the performance of its obligations by the Contractor in accordance with this Contract Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

"Government Instrumentality" means any department, division or subdivision of the Central Government or the State Government and includes any commission, board, authority, agency or municipal and other local authority or statutory body including panchayat under the control of the Central Government or the State Government, as the case may be, and having jurisdiction over all or any part of the Project or the performance of all or any of the services or obligations of the Contractor under or pursuant to this Contract Agreement;

"Indemnified Party" means the Party entitled to the benefit of an indemnity pursuant to Article 23.3;

"Indemnifying Party" means the Party obligated to indemnify the other Party pursuant to Article 23.3;

"Indirect Political Event" shall have the meaning set forth in Clause 19.3 of the Draft Contract Agreement;

"Insurance Cover" means the aggregate of the maximum sums insured under the insurances takenout by the Contractor pursuant to Article 18 of the Draft Contract Agreement, and includes all

insurances required to be taken out by the Contractor under Article 18 but not actually taken, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event;

"Intellectual Property" means all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programmes and manuals, drawings, copyright (including rights in computer software), database rights, semi-conductor, topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

"LoA" or **"Letter of Award"** means the letter of award issued to the Selected Bidder;

"Material Adverse Effect" means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Contract Agreement and which act or event causes a material financial burden or loss to either Party;

"Non-Political Event" shall have the meaning set forth in Clause 19.2 of the Draft Contract Agreement;

"Parties" means the parties to this Contract Agreement collectively and "Party" shall mean any of the parties to this Contract Agreement individually;

"Performance Security" shall have the meaning set forth in Clause 7.1.1 of the Draft Contract Agreement;

"Plant" means the apparatus and machinery intended to form or forming part of the Works of the Project;

"Political Event" shall have the meaning set forth in Clause 19.4 of the Draft Contract Agreement;

"Project Assets" means all the hardware, equipments, furniture & fixtures, story, content, music, software, licenses, any other Project components to be procured and installed by the Contractor at the Project Site for implementation of the Project in accordance with the provisions of this Contract Agreement;

"Project Commissioning Certificate" shall have the meaning set forth in Clause 12.4.1 of the Draft Contract Agreement;

"Project commissioning Date" means the date on which the project commissioning certificate is issued by the authority to the contractor which is not later then 60 (sixty) days from the appointed dare or ant date extended by the authority. After that 01 year (one) O&M .

"Project Site" mean the Alipore Central Correctional Home

"Re.", **"Rs."** or **"Rupees"** or **"Indian Rupees"** or **"INR"** means the lawful currency of the Republic of India;

"Scheduled Project Commissioning Date" shall be the date set forth in Clause 10.3.1 of the Draft Contract Agreement;

"Scope of the Project" shall have the meaning set forth in Clause 2.1 of the Draft Contract Agreement;

"Sub-contractor" means any person or persons to whom a part of the Works has been subcontracted by the Contractor and the permitted legal successors in title to such person, but not anassignee to such person;

"Suspension" shall have the meaning set forth in Clause 20.1.1 of the Draft Contract Agreement;

"Taxes" means any Indian taxes including GST, local taxes, cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Project charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever;

"Termination" means the expiry or earlier termination of this Contract Agreement as the case may be;

"Termination Notice" means the communication issued in accordance with this Contract Agreement by one Party to the other Party terminating this Contract Agreement;

"Termination Payment" means the amount payable by either Party to the other upon Termination in accordance with Article 21;

"Time Extension" shall have the meaning set forth in Clause 10.4.1 of the Draft Contract Agreement;

"User" means a person who intends to use Project or any part thereof as per the provisions of this Contract Agreement;

"Valuation of Unpaid works" shall have the meaning set forth in Clause 21.5.1 of the Draft Contract Agreement;

"Works" means all works including survey and investigation, Concept, design, engineering, procurement, supply, installation, testing and commissioning, any other works necessary to complete the Project in accordance with this Contract Agreement.

"Tender Fee" means as defined in Clause 2.4 of the RFP document (Instruction to Bidders)

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1. INTRODUCTION

Background

1. Alipore Central Correctional Home is a pre-independence jail building, started from 1906, has been evacuated. Now it has been decided this premises will be developed as Independence museum. It is a UNESCO world heritage site and spread over an area of 15.21 acres at central Kolkata. Premises has word building, jail building, press building, hospital building etc. WBHIDCO will developed this premises as museum.

2. Selected bidder shall be required to develop the luncheonette as per provisions provided in the RFP document including concept design and execution.

3. As a part of this endeavor, Authority has decided to carry out the bidding process for selection of an entity (the **"Bidder"**) to whom the Project may be awarded for implementation as per the terms of this RFP document. The Selected Bidder shall be required to commence the Project within 60 days.

Milestone linked payments shall be released to the selected Bidder/Contractor during the Project design & execution Period as per the payment stages defined in the Draft Contract Agreement.

The statements and explanations contained in this RFP document are intended to provide a better understanding to the Bidder about the subject matter of this RFP document and should not be construed or interpreted as limiting in any way or manner the scope of work and obligations of the selected Bidder asset forth in this RFP document or the Authoritys rights to amend, alter, change, supplement or clarify the scope of work, or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the RFP document are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP document, as modified, altered, amended and clarified from time to time by the Authority (collectively the **"RFP document"**), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the **"Bid Due Date"**).

Bidders must visit the Project Site and ascertain themselves for the site conditions, location, surrounding, climate, access to the Project Site for preparation of project concept & design and submission of its proposal. Such visit shall be carried out by the Bidders at their own cost, risk and responsibility. Authority shall not be liable for such costs, regardless of the outcome of the Bidding Process.

Brief Description of Bidding Process

Authority has adopted a single-stage, two-part (Technical Bid and Financial Bid), open competitive e-bidding process as per the provisions of e-procurement system at https://wbtenders.gov.in/nicgep/appn(the **"Bidding Process"**) for selection of a Bidder for award of the Project.

Bidders are invited to submit their Bids (Technical Bid and Financial Bid separately) (the **"Bid"**) for the Project in accordance with the provisions of the RFP document.

Bidders shall submit/upload their Technical Bid and Financial Bid in separate files at https://wbtenders.gov.in/nicgep/appas per the provisions of this RFP document.

Bidder shall be selected through Quality Cost Based Selection (QCBS) method in which Technical Bid and Financial Bid shall be assigned weightage of 70 and 30 respectively. Detailed process of evaluation of Bids is given in Clause 3 of the RFP document.

Notwithstanding anything contained in this RFP document, the detailed terms specified in the Contract Agreement shall have over riding effect; provided, however, that any conditions or

obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.

1.2.6. **Schedule of Dates:**

Sl. No.	Particulars	Date & Time
1	Date of uploading of RFP & other Documents (online)	10.06.2022 From 6.55 PM
2	Documents download/sell start date (Online)	10.06.2022 From 6.55 PM
3.	Bid submission start date	10.06.2022 From 6.55 PM
4	Documents download/sell end date (Online)	30.06.2022 UP TO 2.00 PM
5	Bid Submission closing (Online)	30.06.2022 UP TO 2.00 PM
6	Bid opening date for Technical Proposals (Online)	04.07.2022 At 3.00 PM
7	Date of presentation of the technical proposal before the ex-part committee.	If required bidder will be intimated.
8	List of qualified bidders with marks after evaluation of technical bids	Will be notified later on.
9	Date for opening of Financial Proposal (Online)	Will be notified later on.
10	Final Selection	Will be notified later on.

The above schedule is tentative. Authority reserves the right to modify the Schedule of Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.

2. INSTRUCTIONS TO BIDDERS

A. General

Scope of Bid

Authority wishes to receive Bids for selection of a Bidder to whom the Project may be awarded as per the provisions of the RFP document.

Minimum Eligibility Criteria

S.No.	Clause	Documents Required
1.	EMD should have been submitted.	Rs 200000.00 (Rupees Two Lakhs Only) to be submitted online through e-tender payment gateway. Balance amount covering 2% of the tendered amount to be submitted at the time of making agreement by the successful tenderer.
2.	The Bidder should be registered under the Companies Act, 1956 or Companies Act, 2013 or a partnership firm registered under Indian Partnership Act, 1932 or Limited Liability Partnership registered under Indian Limited Liability Partnership Act, 2008 or a Proprietorship having a valid PAN and having business income in the same line of business for past 3 years as on 31-03-2022.	Copy of Certificate of Incorporation/ Partnership deed/ Registration self-certified by the Authorized Signatory of the company.
3.	The Signatory signing the Bid on behalf of the Bidder should be duly authorized by the Board of Directors/Partners of the Bidder to sign the Bid on their behalf.	Power of Attorney/ Board Resolution executed by the bidder in favour of authorized signatory
4.	The Bidder must have an **average annual turnover of last five financial years of at least INR 7 Crores.**	Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the 5 financial years.

5(a)	Proof of having successfully completed work of design and development of multimedia-theme based museum interiors with audio visual system, lighting design, projection mapping, interactive digital installations. **One similar completed Govt. project costing not less than 2 crore** **Or** **Tow similar completed Govt. project not less than 1.5 crore** **Or** **A running similar kind of Govt. work coasting not less than 3.5 crore which should be certified by the concerned executive engineer.**	Copies of the completion Certificates/letter from the employers (clients)/ Agreement Copy/ Work Order to be provided.

5(b)	The bidder should be experience of execution of one similar work at least 12,000 Sq. ft.	Copies of the completion Certificates/letter from the employers (clients)/ Agreement Copy/ Work Order
6.	Bidder should not have been black listed by any Government or quasi-Government entity in India (Centre / State / Local Bodies, PSU or any State Organization etc.) for breach of any applicable law or violation of regulatory prescriptions or breach of agreement as on the date of submission of Bid	A self-certified letter
7.	The bidder must possess a valid GSTIN and PAN No.	Copy of the GST Certificate and PAN
8.	The Bidder should have neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement or have had any agreement terminated for breach.	A self-certified letter as per the format.
9.	The Bidder should have positive net worth as on the date 31st March 2022.	Certificate duly signed by Statutory Auditor/ CA/ Company Secretary of the Bidder mentioning the net worth.
10.	**Joint Venture (JV) / Consortium is not allowed**	N/A

General Condition for Bidders

Bidder shall be required to submit its Bid containing all details as required in **Bid Forms (Tech Form and Fin Form).**

A Bidder shall not have a conflict of Interest (the **"Conflict of Interest"**) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. The Events of Conflict of Interest of a Bidder are given in Clause6.2.

Authority reserves the right to contact the Bidder, their bankers, their consultants, their clients and other such sources for verifying the information, references and data submitted bythe Bidder in the Bid including the supporting documents/evidences/ certificates submitted bythe Bidder(s) as required in the Bid, without further reference to the Bidder(s).

Failure by the Bidder to provide all requisite information in the Bid or additional information required by the Authority shall be at the Bidders" sole risk and cost, and may impact evaluation of the Technical Bid and/or Financial Bid besides leading to rejection of Bid asbeing non- responsive.

The Authority shall be fully entitled to disqualify any Bidder from Bidding Process for any reasons whatsoever including but not limited to the following:

a) failure to submit the requisite information and additional documents, based on which bidder has claimed Financial Eligibility/Technical Eligibility, within the required timeframe sought by the Authority for evaluation of the Bid;

b) willful misrepresentation in any document submitted by the Bidder;

c) if a Bidder submits more than one Bid;

d) the information submitted, concerning the qualifications of the Bidder, was false or constituted a misrepresentation or was materially inaccurate or in complete;

e) If a Bidder submits a non-responsive or qualified or conditional Bid;

f) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 5ofthisRFPdocument;

g) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP document and as extended by the Bidder from time to time;

h) Any other conditions for which forfeiture of Bid Security has been provided under this RFP.

In the event Authority disqualifies any Bidder under Clause 2.3.6 hereinabove, the Authority may forfeit the Bid Security of such disqualified Bidder.

Any attempts or efforts by a Bidder to influence the processing or evaluation of Bids or decision making process of the Authority or any officer, agent or advisor thereof, may result in the rejection of such Bidder's Bid. In the event of rejection of Bid in pursuance of this provision, the Bid Security of the concerned Bidder shall be forfeited by the Authority at its sole discretion and the Bidder shall not be entitled to lodge any claims in this regard.

Payments/Fees with the Bid

In terms of this RFP document, a Bidder shall be required to submit the Bid Security along with submission of its online Bid at https://wbtenders.gov.in/nicgep/app.

Earnest Money: Rs200000.00 only in favour of WB HIDCO Ltd. to be deposited online through e-tender portal payment gateway. The process of deposit of earnest money by the bidder will be deposited by electronically online. Intending bidder will get the beneficiary details from e-tender portal with the help of digital certificate. Bidders are advised to submit EMD of their bid online at least 3 (three) working days before the bid submission closing date as it required times for processing of payment of EMD. Balance amount covering 2% of the quoted amount to be submitted at the time of making agreement by the successful bidder. Balance Earnest Money may be remitted through Demand Draft / Pay Order issued from any nationalized bank in favour of the "WBHIDCO Ltd." payable at KOLKATA.

Bid Security of ineligible Bidder(s) shall be returned by the Authority without any interest as promptly as possible after signing of Contract Agreement with the selected Bidder or when the Bidding process is cancelled by the Authority.

The Bid Security of the Selected Bidder shall be released without any interest on receipt of Performance Security from it, in accordance with the provisions of the LOA/ Draft Contract Agreement.

The Bid Security shall be forfeited by the Authority, at its sole discretion in the following cases:

a) if the Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;

b) the Bidder withdraws/modifies/substitutes its Bid during Bid Validity Period, including any extension thereof;

c) in case of a Selected Bidder, if it fails to sign the Contract Agreement or fails to furnish the required Performance Security to the Authority within the time specified herein and in the Letter of Award (LOA) or fails to sign and return a duplicate copy of the LOA with its acknowledgement within 7 days of issue thereof;

d) in case the Bid of the Bidder is determined as being non-responsive due to its being **"Conditional"** or for any other reason, in the opinion of Authority;

e) if the Bidder refuses to accept the correction of errors in its Bid;

f) any other conditions, with respect to the Bidder as well as the Selected Bidder, for which forfeiture of Bid Security has been provided under this RFP.

The Authority shall return the Bid Security after the earliest of the following events, namely:

a) the expiry of defect liability period; or

b) the cancellation/termination of Bidding Process for any reason whatsoever.

Bid Validity Period

The Bid shall remain valid for a period not less than 180 days from the Bid Due Date (the **"Bid Validity Period"**). Authority reserves the right to reject any Bid which does not meet this requirement.

Number of Bids and Cost there of

No Bidder shall submit more than 1 Bid for the Project in response to the RFP document. Any Bidder who submits more than 1 Bid for the same Project shall be disqualified.

Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority shall not be responsible or in way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

Visit to the Project Site and Verification of Information

Bidders must visit the Project Site and ascertain themselves for the site conditions, location, surrounding, climate, access to the Project Site for preparation of project concept & design and submission of its proposal. Such visit shall be carried out by the Bidders at their own cost, risk and responsibility. Authority shall not be liable for such costs, regardless of the outcome of the Bidding Process.

The Bidder or any of its authorized representatives shall be granted permission to visit the Project Site by the Authority, upon receipt of a written request well in advance to the proposed date of visit to the Project Site. However, the permission would be subject to the express condition that the Bidder shall indemnify the Authority from and against all liability in respect of physical injury, loss of or damage to property and any other loss, costs and expenses whatsoever caused in carrying out such visits.

Acknowledgement by Bidder

It shall be deemed that by submitting the Bid, the Bidder has:

a) made a complete and careful examination of the RFP document including but not limited to (i) Scope of Work defined in Annexure-1 to RFP document (ii) schedule of payments admissible to the Contractor as elaborated in Draft Contract Agreement, etc;

b) accepted the risk of inadequacy, errors or mistake in the information provided in the RFP document or furnished by or on behalf of Authority relating to any of the matters referred to in Clause 2.8.1 herein; and

c) agreed to be bound by the undertakings provided by it under and in terms here of

The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP document or the Bidding Process, including any error or mistake therein or for any information or data given by the Authority.

Right to Accept or Reject any or all Bids

Notwithstanding anything contained in this RFP document, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligations for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all the participating Bidders to submit fresh Bids hereunder.

The Authority reserves the right to reject any Bid if:

a) at any time, a material misrepresentation is made or uncovered, or

b) Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Bidder for evaluation of the Bidder.

In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof including any of the Eligibility Criteria conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any material incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Contractor either by issue of Letter of Award (LOA) or entering into the Contract Agreement, and if the Bidder has already been issued the LOA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained herein or in this RFP document, be liable to be terminated, by communication in writing by the Authority to the Bidder, without Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this RFP document and the Draft Contract Agreement or under applicable law. In such case, the Authority shall have right to forfeit the Bid Security/ or the Performance Security, as the case may be, or any other sum of the Contractor available with the Authority. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP document anytime after the submission by the Bidder and till the subsistence of the Contract Agreement. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority.

Communication between the Bidders and the Authority

All communications to the Authority, in the context of this RFP document and related issues, unless specified otherwise, shall be addressed to;

Additional General Manager (E)-III,

West Bengal Housing Infrastructure Development Corporation Limited(HIDCO)
Eco park site office, near gate number-6, Eco park, Newtown, Kolkata- 700156
E-mail: agmengg3@wbhidco.in

All communications to the Bidders shall be sent to the designated person/representative of the prospective Bidder at the address mentioned in the covering/forwarding letter of its Bid, as addressed to the Authority unless the Authority is advised otherwise by the concerned prospective Bidder.

The Authority shall not entertain or enter into any correspondence (written or oral) with the Bidders except where the Authority seeks clarification from prospective Bidder or where a prospective Bidder seeks clarification from the Authority in writing before submission of Bid, whereupon the Authority may provide written clarifications.

B. RFP Document

Availability of RFP Document

The RFP document (in PDF format) shall be available onhttps://wbtenders.gov.in/nicgep/appandhttps://www.wbhidcoltd.com/tenderduring the period mentioned in Schedule of Bidding Process at Clause1.3.

Prospective Bidders can download the RFP document from the above websites but shall be required to remit the cost of RFP document (Tender Fee) in the manner and form as prescribed in Clause2.4.

Clarifications by the Authority

Prospective Bidder may submit their written queries before the date & time as specified in Schedule of Bidding Process at Clause 1.3 of RFP document. Queries only from prospective bidders who have experience of executing similar Works shall be entertained. Any query received from OEM/equipments distributors shall not be entertained.

The Authority shall endeavor to respond the written queries received from the prospective Bidders. However, the Authority reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any query or to provide any clarification.

Verbal clarifications and information given by the Authority or its employees or representatives advisors/consultants shall not in any way or manner be binding on the Authority.

Amendment in the RFP Document

At any time prior to the Bid Due Date, the Authority may for any reason, whether on its own initiative or as a result of a response to a written queries, modify the RFP document/extend Bid Due Date by issuing an **"Addendum"**. Any modification of the RFP document shall be made by the Authority exclusively through the issue of Addendum.

Addendum shall be notified onhttps://wbtenders.gov.in/nicgep/appandhttps://www.wbhidcoltd.com/tenderSuch

Addendum shall become part of the RFP document.

C. Preparation & Submission of Bid

Language of the Bid

The Bid and related documents to the Bid and all correspondence exchanged between Bidder(s) and the Authority shall be in English language. Supporting documents and printed literature furnished by the Bidder(s) in another language shall be accepted provided they are accompanied with accurate translation of the relevant passages in the English language. Supporting materials, which are not translated into English, shall not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

Format and Signing of the Bid

The Bidder shall provide all the information sought under this RFP document.

Bidder shall submit their Bids in accordance with the provisions set forth in this RFP document. In order to enable consistency among Bids and to facilitate smooth evaluation by the Authority, some formats in which the Bidders shall provide information/data comprising Bids are given in this RFP document. The Authority shall evaluate only those Bids that are received in the required format complete in all respects and in line with the instructions contained in this RFP document.

The Technical Bid shall be signed and stamped on each page initialed by a person duly authorized to sign on behalf of Bidder holding Power of Attorney, as per the format as specified in **Bid Forms.** The Technical Bid shall be in PDF format with all pages numbered serially along with an index. The PDF format shall be uploaded on the website as provided in this RFP.

The Financial Bid shall be submitted in the format as specified in **Bid Forms.**

Any corrections in the Technical Bid such as interlineations, erasures or overwriting shall be valid only if they are signed and stamped by a person duly authorized to sign on behalf of Bidder.

A single stage two-part (Technical Bid and Financial Bid) system shall be followed for the Bid as outlined below:

(i) Technical Bid, including Fee details (Tender Fee, Bid Security) in PDF format

(ii) Financial Bid in MS-Excel format

Technical Bid (the **"Technical Bid"**) shall consist of the following documents:

S. N.	Document Type	Document Format
1	Letter of the Bid	as per the format specified at **Tech Form-1** (in PDF Format)
2	Earnest money	Online mode
3	Details of Bidder	as per the format specified at **Tech**

S. N.	Document Type	Document Format
		Form-2 (in PDF format)
4	Certified copy of Certificate of registration/ incorporation as applicable to legal status of the Bidder	Scanned copy of documents (in PDF format)
5	Power of Attorney for Signing Authority	as per the format specified at **Tech Form-3** (in PDF format)
6	Self-Declaration - No Blacklisting	as per the format specified at **Tech Form-4** (in PDF format)
7	Project Undertaking	as per the format specified at **Tech Form-5** (in PDF format)
8	Financial Eligibility	as per the format specified at **Tech Form-6** (in PDF format)
9	Technical Eligibility (Experience relating to Execution of Similar Works)	as per the format specified at **Tech Form-7** (in PDF format)
10	Experience relating to Operation, Maintenance & Management (O&M) of Similar Works	as per the format specified at **Tech Form-8** (in PDF format)
11	Bidder's Project Concept/Design	as per the format specified at **Tech Form-9** (in PDF format)
12	Format of Curriculum Vitae (CV) ofStaff proposed for commissioning of the Project	as per the format specified at **Tech Form-10** (in PDF format)

Financial Bid (the **"Financial Bid"**) shall consist of the following document:

S. N.	Document Type	Document Format
1	Financial Bid	As per as per the format specified at **FIN Form** (format available at https://wbtenders.gov.in/nicgep/app

Submission of Bid

Bid shall be submitted in two separate files i.e. (i) Technical Bid (in PDF format) and (ii) Financial Bid(in MS- Excel format).Technical Bid and Financial Bid shall contain all

documents/information as set forth in this RFP document and in the format and manner as detailed in Clauses 2.15.7.

Bidshallbesubmitted/uploadedonlineonhttps://wbtenders.gov.in/nicgep/app only. Bidders must register onhttps://wbtenders.gov.in/nicgep/app.

To participate in online Bidding Process, Bidders must procure a Digital Signature Certificate as per Information Technology Act-2000 using which they can digitally sign their Bids.

Bid (Technical Bid and Financial Bid) submitted/uploaded onhttps://wbtenders.gov.in/nicgep/appshall be digitally signed with DSC of the Authorized Signatory.

After submission of Bid onhttps://wbtenders.gov.in/nicgep/appthe Bidders shall submit Tender Fee and Bid Security as per the date, time and venue mentioned in Schedule of Bidding Process as given at Clause 1.3. Non- submission of the above shall lead to non- acceptance of the Bid submitted/uploaded by the Bidder.

Last Date of Submission of Bid (Bid Due Date)

Bid should be submitted/ uploaded onhttps://wbtenders.gov.in/nicgep/appduring the period given in Schedule of Bidding Process at Clause 1.3 in the manner and form as detailed in the RFP Document. ***Bidders are requested to upload their Bids well in time so as to avoid 11th hour issues such as slow speed of internet, website hanging/choking/slow down loading due to heavy load or any other unforeseen situation.***

Authority may at its sole discretion, extend the Bid Due Date by issuing an Addendum.

Withdrawal, Substitution and Modification of Bids

A Bidder may withdraw/substitute/modify its Bid (Technical and/or Financial Bid) as per the instruction/procedure (if available) athttps://wbtenders.gov.in/nicgep/apptill Bid Due Date. Bidder shall not be permitted to withdraw/substitute/modify its Bid after Bid Due Date.

Bid withdrawn shall not be opened and processed further.

D. Opening of Bids

Opening of Technical Bid

The Authority, in first-part, shall open the Technical Bids on the date and time mentioned in the Schedule of Bidding Process given at Clause 1.3 in the presence of the Bidders or their authorized representatives who choose to attend.

Authority shall prepare a list of the Bidders or their representatives attending the opening of Technical Bids and obtain their signatures on the same. The list shall also contain the representatives name and telephone number and corresponding Bidders' names and addresses.

All the documents comprising of Technical Bid shall be downloaded from https://wbtenders.gov.in/nicgep/app only for the Bidders who have submitted the Tender Fee and Bid Security as per the date, time and venue mentioned in Schedule of Bidding Process given at Clause 1.3 and in conformity with the provisions set-forth in the RFP document.

Any information contained in the Bid shall not in any way be construed as binding on the Authority, its successors or assigns, but shall be binding on the Bidder if the Project is subsequently awarded to it on the basis of such information.

The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

If any information furnished by the Bidder is found to be incomplete, or contained in format other than those specified herein, the Authority may, in its sole discretion, exclude the relevant information from evaluating the eligibility of the Bidder.

In the event that a Bidder claims credit for eligibility under the Eligibility Criteria, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from admissibility for purposes of the Eligibility Criteria. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid in accordance with provisions of Clause 2.9.2.

Confidentiality

Information relating to examination, clarification, and recommendation for eligibility/qualification of the Bidder shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or Authority or as may be required by law or in connection with any legal process.

The Authority shall conduct a preliminary scrutiny of the opened Technical Bids to assess the prima-facie responsiveness and ensure that the:

(i) bid is accompanied by relevant document related to Tender Fee, RISL Processing Fee and Bid Security;

(ii) bid is valid for the period specified in the RFP document;

(iii) bid is unconditional and the Bidder has agreed to give the required Performance Security;

(iv) other conditions as specified in the RFP document are fulfilled;

(v) any other information which the Authority may consider appropriate has been furnished by the Bidder.

No Technical Bid shall be rejected at the time of Technical Bid opening except the Bids of the Bidders who have not submitted Tender Fee and Bid Security.

The Financial Bid shall remain unopened which shall be opened later on a date, time and venue to be intimated to the Bidders who qualify in the evaluation of Technical Bids.

Tests of Responsiveness

Prior to evaluation of Bids, Authority shall determine whether each Bid is responsive to the requirements of the RFP Document. A Bid shall be considered responsive only if:

a) It is received as per the formats specified in Clauses2.15.7;

b) It is received by the Bid Due Date including any extensions thereof in pursuant to Clause 2.17;

c) it is signed and submitted in accordance with Clauses 2.15 and2.16;

d) it is accompanied by the Power of Attorney in the format as specified at Tech Form;

e) it contains all the information and documents (complete in all respects) as requested in this RFP document;

f) it contains information in formats same as those specified in this RFP document;

g) it does not contain any condition or qualification; and

h) it is not non-responsive in terms here of.

The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

Clarifications by the Bidders

To facilitate evaluation of Bids, Authority may, at its discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

If a Bidder does not provide clarifications sought under Clause 2.22.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bidder does not provide the clarifications within the stipulated time, Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of Authority.

Qualification of Bidders and Notification

After the evaluation of the Technical Bids in first-part, Authority would announce a list of **"Technically Qualified Bidders"** whose Financial Bids will be opened in the second part.

Authority shall upload the result of evaluation of Technical Bids on https://wbtenders.gov.in/nicgep/appand notify each Bidder whether it has been qualified or disqualified in the evaluation of Technical Bid.

Authority shall also notify about the date, time and venue of opening of Financial Bids onhttps://wbtenders.gov.in/nicgep/appand also individually to each of the Technically Qualified Bidders.

Opening of Financial Bids

In the second part, the Financial Bids of only Technically Qualified Bidders shall be opened who shall be informed about the venue, date and time of opening of Financial Bids.

The Financial Bids of only Technically Qualified Bidders shall be downloaded fromhttps://wbtenders.gov.in/nicgep/appand opened in the presence of representatives of the Eligible Bidders, who choose to attend.

Proprietary data

All documents and other information supplied by Authority or submitted by a Bidder to Authority shall remain or become the property of the Authority.

Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. Authority will not return any Bid or any information provided there with.

Correspondence with the Bidder

Save and except as provided in this RFP document, Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

3. CRITERIA FOREVALUATION

Method of Evaluation of Bids

Bidder shall be selected through competitive bidding process adopting Quality Cost Based Selection (QCBS) method in which Technical Bid and Financial Bid shall be assigned weight age of 70% and 30% respectively. The process of evaluation of Bids is given subsequently.

Technical Bids

In first part, the Authority shall carry out a detailed evaluation of the Technical Bid in order to determine whether the Technical Bid is in accordance with the requirements set forth in the RFP.

BidderswhomeettheMinimumEligibilityCriteriasetforthinClause2.2shallbetermedas **"Eligible Bidders".**

Bidders who do not meet the Minimum Eligibility Criteria set forth in Clause 2.2 shall be termed as **"Ineligible Bidders"**.

Authority shall evaluate the Technical Bid of the Eligible Bidders on the basis of following technical score criteria and Eligible Bidders who achieves minimum technical score of 70 marks shall be declared as the **"Technically Qualified Bidder"** and shall be eligible for opening of their Financial Bids.

Technical Bid Evaluation

Purchaser reserves the right to cross verify the documents/credentials with the bidder. The Documents submitted by the Bidder should clearly depict the credential/criteria as required, failing which the document shall not be considered for evaluation.

Reference Table No's	Evaluation Criteria	Maximum marks
A	Experiences in similar works during the last 05 years and turnover.	35
B	Team Key Personnel's (Manpower and human resources)	10
C	Projects of National importance	05
D	Technical Presentation (if required)	50
Total Marks		**100**

Note :- Both the presentation shall be submitted in hard copy along with tender for bid evaluation.

The bidder or its official representative is invited to showcase his presentation & proposal on an informed date. This presentation will be held submitted in hard copy along with tender
— The presentation is expected to be scheduled on_____&_____. — Details regarding this will be communicated to bidders — Non-attendance at the technical meeting will disqualify the bidder. (if required)

Note: Selection method will be QCBS 70:30

Only those bidders whose absolute technical score is 60 or more shall be considered by Purchaser for further evaluation. In addition, Evaluations will be based on documentary evidence submitted by the Bidders/Applicants and presentation before the Purchaser. Minimum qualification for opening of Financial bid would be 70 marks including technical and concept presentation score.

TECHNICAL SCORE = 100 X TECHNICAL MARKS AWARDED TO THE BIDDER / TECHNICAL MARKS ACHIEVED BY THE BID THAT SCORED BEST AMONG BIDS {Adjust to two decimals places}

The Authority shall upload the result of Technical Bid Evaluation on https://wbtenders.gov.in/nicgep/app.

The Authority shall also notify about the date, time and venue of opening of Financial Bids in

second part only to the Eligible Bidders.

Financial Bids

In second part, the Authority shall examine and compare the Financial Bids submitted by the Technically Qualified Bidders (Eligible Bidders who has achieved minimum technical score of 50 marks), taking into account the following factors:

a) Overall, completeness and compliance as per the instructions given in this RFP Document.

b) The Financial Bid that does not meet minimum acceptable standards of completeness, consistency and detail as required by RFP document shall be rejected for non-responsiveness.

c) Conditional Bids are liable to be rejected.

In second part (Financial Bid), Bidder shall quote a lump sum amount (in rupees) for commissioning of the Project and its O&M for 1 Years (**"Bid Price"**). A Bidder shall not quote the Bid Price more than Maximum Permissible Project Cost as mentioned in Clause 1.1.3, failing which such Bid shall be rejected.

Bid Price quoted by the Bidder(s) shall be inclusive of GST, all applicable taxes, duties, cess, surcharges, levies, etc.

Bid Price quoted by the Bidder shall be inclusive for all Works required to be executed for implementation of the Project, its obligations during Defect Liability Period and O&M Period

as per terms of the Contract Agreement.

No adjustment for changes in costs escalation (price variation) shall be admissible in the Bid Price in any case during subsistence of the Contract Agreement.

Net Score Calculation

The Net Score achieved by the Technically Qualified Bidders for the Project shall be calculated based on the Technical Score obtained in the Technical Bid and the Bid Price offered by Bidders in Financial Bid. The weightage assigned to the Technical Score shall be 0.70 and that to the Financial Bid shall be 0.30.

The details of calculation of **Net Score of each Technically Qualified Bidder** is given below:

(i) The Technical Score Obtained by the Bidder **(TS)**

(ii) The lowest Bid Price received among the Bidders **(LBP)**

(iii) The Bid Price of the Bidder whose Net Score is to be evaluated **(BP)**

Net Score Obtained by the Bidder shall be: (TS X 0.70) + [{(LBP/BP) X 100} X 0.30]

Bidders shall be ranked on the basis of net score (highest to lowest marks) obtained.

In this RFP, the term **"Highest Bidder"** shall mean the Bidder who has achieved the highest Net Score for implementing that particular Project as per terms and conditions of RFP.

Highest Bidder may be asked by the Authority to submit the detailed break-up/rate-analysis of its Bid Price as an input for assessing reasonability/ negotiating the Bid Price, if required. Highest Bidder shall provide such information promptly or in the given timeframe intimated by the Authority. In case Highest Bidder fails to provide detailed break-up/reasonability of its Bid Price in the given timeframe the Authority shall be entitled to reject such Bid and forfeit the Bid Security.

After selection, a Letter of Award (the **"LOA"**) shall be issued in duplicate by the Authority to the Highest/Selected Bidder who shall, within 7 days of receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LOA on account of failure of the Selected Bidder to acknowledge the LOA and appropriate the Bid Security of such Bidder as damages.

After acknowledgement of the LOA as aforesaid by the Highest/ Selected Bidder, it shall cause the Selected Bidder to submit the Performance Security as specified in Clause 4.1. within 21 days of issuance of LOA and shall be required to execute Contract Agreement within 30 days of issuance of LOA. Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract Agreement.

In the event that the Highest Bidder fails to submit the detailed break-up/rate-analysis/ reasonability of its Bid Price or acknowledge the LOA or fails to sign Contract Agreement or is not selected for any other reason the Authority may invite the second highest Bidder to match the Bid submitted by the Highest Bidder. In the event that all remaining Eligible Bidders fail to match the Bid of Highest Bidder, the Authority in its sole discretion invite fresh Bids from all the participating Bidders or annul the Bidding Process as deemed appropriate by it.

In case, the Contract Agreement is not executed within 30 days, for reasons attributable to the Selected Bidder, the Authority reserves the right to cancel the LOA and appropriate/ forfeit the Bid Security/ Performance Security, as the case maybe.

4. OTHERS

Performance Security

For securing the due and punctual performance of its obligations under the Contract Agreement, the Contractor shall, within 21 days of issue of LOA by the Authority to the Contractor, an irrevocable and unconditional guarantee for an amount of Rs. 30 lakhs issued from a Scheduled Bank in favour of **"WBHIDCO LTD"**, payable at Kolkata. Performance Security shall be valid until 60 days after the Defects Liability Period.

10% of the Performance Security shall be released/refunded to the Contractor after expiry of 1 year of issuance of Project Commissioning Certificate to the Contractor. Remaining Performance Security shall be released/refunded after 60 days of expiry of the Defects Liability Period.

5. MISCELLANEOUS

Miscellaneous

Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time,to;

a) suspend and/or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

b) consult with any Bidder in order to receive clarification or further information;

c) qualify or not to qualify any Bidder and/ or to consult any Bidder in order to receive clarification or further information; retain any information and/ or evidence submitted to Authority by, on behalf of, and/ or in relation to any Bidder; and/or

d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

It shall be deemed that by submitting the Bid, the Bidder agrees and indemnifies Authority, its employees, project management consultant, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the RFP document, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

Conflict of Interest

A Conflict of Interest for Authority or its personnel and Bidders is considered to be a situation in which a party has interests that could improperly influence that partysperformanceofofficialdutiesorresponsibilities,contractualobligations,or compliance with applicable laws and regulations

The situations in which the Authority or its personnel may be considered to be in Conflict of Interest includes, but not limited to, following:-

- AConflictofInterestoccurswhenAuthorityspersonne'sprivateinterests, such as outside professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official.
- Within the procurement environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other outside activities and affiliations while in the service of, employment after retirement from Authority's service or the receipt fagift that may place Authority's personnel in a position of obligation
- AConflictofInterestalsoincludestheuseofAuthoritysassets,including human, financial and material assets, or the use of Authority's office or knowledge gained from official functions for private gain or to prejudice the position of someone Authority's personnel does not favour.
- A Conflict of Interest may also arise in situations where Authority's personnel is seen to benefit, directly or indirectly, or allow a third party, including family, friends or someone they favour, to benefit from Authority personne'
- sactions or decisions.

A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to: -

a) they have controlling partners in common;

b) they receive or have received any direct or indirect subsidy from any of them;

c) they have the same legal representative for purposes of the Bid;

d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;

e) A Bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a Bidder, in more than one bid; or

f) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the Bidding Process.

Prohibition against Collusion amongst Bidder(s)

Each Bidder shall warrant by its Bid that the contents of its Bid have been arrived at independently. Any Bid which has been arrived at through connivance or collusion or pooling amongst two or more Bidder(s) shall be deemed to be invalid and the Bid Security of concerned Bidder(s) shall be forfeited at sole discretion of Authority.

Interpretation of Documents

In the interpretation of this RFP, unless the context otherwise requires:

(i) The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and viceversa;

(ii) Reference to any gender includes the other gender;

(iii) Unless otherwise stated, a reference to a Clause, Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital of this RFP;

(iv) Areferencetoanyagreementisareferencetothatagreementandallannexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;

(v) Theterms"include"and"including"shallbedeemedtobefollowedbythewords

"without limitation", whether or not so followed;

(vi) Anyreferencetoapersonshallincludesuchpersonssuccessorsandpermitted assigns;

(vii) A reference to a "writing" or "written" includes printing, typing, lithography and other means of reproducing words in a visible form;

(viii) Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;

(ix) A reference to "month" shall mean a calendar month, a reference to "week" shall mean a calendar week and a reference to "day" shall mean a calendar day, unless other wise specified.

(x) The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article, Clause or Section of this RFP. The terms "Article", "Clause", "Paragraph" and "Schedule" mean and refer to the Article, Clause, Paragraph and Schedule of this RFP sospecified;

(xi) In case of any conflict, discrepancy or repugnancy between the provisions of RFP document, provisions of the Contract Agreement shall prevail and supersede the provisions of all other documents;

(xii) The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of the Agreement;

(xiii) All capitalized words and expressions used in the RFP shall have the meaning as ascribed to them in the RFP. In case the same is not defined in the RFP then they shall have the same meaning as ascribed to them in the Contract Agreement.

Bid Forms

Tech Form-1: Letter of the Bid

Ref. Dated:…….

Additional General Manager (E)-III,

West Bengal Housing Infrastructure Development Corporation Limited(HIDCO)
Eco park site office, near gate number-6, Ecopark, Newtown, Kolkata- 700156
E-mail: agmengg3@wbhidco.in

Sub: - Title of Project

Dear Sir,

Being duly authorized to represent and act onbehalfof _____ (hereinafter referred as the "**Bidder"**), and having reviewed and fully understood all of the qualification requirements and information provided, the undersigned hereby expresses its interest and apply for qualification for …….Title of Project .....(the **"Project"**)

We are enclosing our Bid with the details as per the requirements of the RFP Document, for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Bid are complete, true and correct in every detail.

We confirm that our Bid is valid for a period of 120 days from the due/last date of submission of Bid (Bid Due Date) and our Technical Bid and Financial Bid are unconditional.

We hereby also confirm the following:

1. The Bid is being submitted by ---------- (name of Bidder) inaccordance with the conditions stipulated in the RFP Document.
2. We have examined in details and have understood the terms and conditions stipulated in the RFP document issued by Additional General Manager (E) –III, West Bengal Housing Infrastructure Development Corporation Limited(HIDCO), Kolkata (**"Authority")** and in any subsequent communication sent by it. We further confirm that we have examined and have no reservations to the RFP document, including Addendum/ issued vide .....dated.....
   We understand that the Addendum shall form an integral part of the RFP document.
3. We acknowledge and confirm that we have undertaken a due diligence audit of all aspects of the Project,includinglegalduediligence,Contractor"sobligationtoimplementtheProjectandonthe basis of its independent satisfaction hereby agree to undertake the Project in accordance with the terms and conditions of this RFPdocument.
4. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the RFP document or in any of the subsequent communications from Authority.

5. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the RFP document, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in ourBid.
6. We agree to submit Bank Guarantee for a sum of Rs. ---------- as Performance Security on being identified as Selected Bidder as per terms andconditions ofRFP document.
7. In the event of our Bid being accepted, we agree to enter into the Contract Agreement within the stipulated period of 30 days from the date of issue of LOA with the Authority for exclusive implementation, incorporating the conditions of the Bid including the Draft Contract Agreement thereto annexed and written acceptancethereof.
8. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare this Bid and as applicable for implementation of the Project in the event that we are finallyselected.
9. OurFinancialBidisinclusiveofGST,allapplicabletaxes,duties,cess,surcharges,levies,etc.
10. We confirm that all the terms and conditions of the Bid are firm and valid for acceptance for a period of 120 days from the Bid DueDate.

Thanking You,

Yours faithfully,

For and onbehalfof----------(Name of Bidder andseal)

Signature ----------(AuthorizedSignatory)

Name ofthePerson :----------

Designation :----------

Seal oftheBidder :----------

Date :----------

Place :----------

Tech Form-2: Details of the Bidder

1	**Name of Project for which Bid is Submitted**	…….Title of Project…….
2	**Name of Bidder**	
3	**Legal Status of Bidder**	
4	**Date of Incorporation/Registration**	
5	**Address of Bidder**	
6	**Brief Description of Bidder's Organisation** **a) OwnershipStructure** **b) Background ofPromoters** **c) ManagementStructure**	
7	**Details of Individual(s) who shall serve as the point of contact/communication for Authority**	Name: Designation: Address: Telephone: E-mail:
8	**Particulars of Authorized Signatory**	Name: Designation: Address: Telephone: E-mail:

Note:

Bidder shall also submit certified copy of certificate of registration/ incorporation as applicable to legal status of the Bidder and other details viz. GST registration number, PAN number and EPF registration number duly signed by Authorized Signatory with Bidder's seal.

For and onbehalfof ---------- (Name of Bidder andseal)

Signature----------(AuthorizedSignatory)

Name of the Person: ----------

Designation :----------

Seal oftheBidder :----------

Date :----------

Place :----------

Tech Form-3: Power of Attorney for Signing Authority

Know all men by thesepresents,We----------(name of the Bidderand address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name), ---------- who is presently employed with us, ---------- ....., name Bidder, and holding the positionof ..... -----, as our true and lawful attorney (hereinafter referred as the **"authorized signatory"**) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for .....Title of Project .....**(**the **"Project")** issued by Additional General Manager (E) –III, West Bengal Housing Infrastructure Development Corporation Limited(HIDCO), Kolkata (**"Authority")** including but not limited to signing and submission of all Bids, Bids and otherdocuments and writings, and providing information/responsesto the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into the Contract Agreement with theAuthority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said authorized Signatory pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said authorized Signatory in exercise of the powers hereby conferred shall and shall always be deemed to have been done byus.

IN WITNESS WHEREOF WE,....., THE ABOVE NAMED PRINCIPALS HAVE EXECUTED THIS POWEROFATTORNEYONTHIS.....DAYOF .....,2019

For

(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarized)

Accepted

(Signature)

(Name, Title and Address of the Authorised Signatory)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of theBidder.

Tech Form-4: Self Declaration – No Blacklisting

Additional General Manager (E)-III,

West Bengal Housing Infrastructure Development Corporation Limited(HIDCO)
Eco park site office, near gate number-6, Ecopark, Newtown, Kolkata- 700156
E-mail: agmengg3@wbhidco.in

In response to RFP for …….Title of Project……. (the **"Project"**) dated , as an authorized Signatoryof
…….
(name of Bidder), I hereby declare that presently the ----------(name of Bidder), at the time of bidding:

a) is competent to get into a contract as per the provisions of Indian Contract Act,1872.

b) possesses the necessary professional, technical, financial and managerial resources and competence required by the RFP document issued by Additional General Manager (E) –III, West Bengal Housing Infrastructure Development Corporation Limited(HIDCO), Kolkata (the **"Authority"**).

c) has fulfilled its obligations to pay such of the taxes payable to Government of India and the State Government or any local authority as specified in the RFPdocument.

d) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices and is not barred either indefinitely or for a particular period of time by any State/ Central Government/ Union Territory (UT)/ Public Sector Undertaking(PSU).

e) does not have any previous transgressions with any entity in India or any other country during the last 3years.

f) does not have any debarment by any other procuringentity.

g) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoingreasons.

h) does not have, and our directors/officers/office bearers (wherever applicable) not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of 3 years preceding to the Bid Due Date, or not have been otherwise disqualified pursuant to debarmentproceedings.

i) does not have a conflict of interest as mentioned in the RFP Document which materially affect the faircompetition.

j) will comply with the code of integrity as specified in the RFPdocument.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoWB, our Bid Security/ Performance Security may be forfeited in full and our Bid, to the extent accepted, may be cancelled.

Thanking You,

For and onbehalfof ----------(name of theBidder)

Signature----------(authorizedSignatory)

Name of the Person:----------

Designation :----------

Seal oftheBidder :----------

Date :----------

Place :----------

Tech Form-5: Project Undertaking

Ref. **Dated:**.....

Additional General Manager (E)-III,

West Bengal Housing Infrastructure Development Corporation Limited(HIDCO)
Eco park site office, near gate number-6, Ecopark, Newtown, Kolkata- 700156
E-mail: agmengg3@wbhidco.in

Sub: -.....Title of Project.....

We have read and understood the RFP for .....Title of Project .....issued by Additional General Manager (E) –III, West Bengal Housing Infrastructure Development Corporation Limited(HIDCO), Kolkata **("Authority")**. We hereby agree and undertake as under:

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Bid we hereby represent and confirm that our Bid is unqualified and unconditional in all respects and we agree to the terms of the RFP document including the Draft Contract Agreement.

For and onbehalfof ----------((name of theBidder)

Signature----------(authorizedSignatory)

Name of the Person: ----------

Designation **:----------**

Seal oftheBidder **:----------**

Date **:----------**

Place **:----------**

Tech Form-6: Financial Eligibility

Certificate of Annual Turnover from Statutory Auditor on its Letterhead

S. N.	Particulars	Annual Turnover (in Rupees)
1	FY 2018-19	
2	FY 2019-20	
3	FY 2020-21	

This is to certify that the information contained above are correct as per the audited financial accounts of the Bidder.

Date: (Signature, Name & Designation of the Authorised Signatory of Audit Firm) Name and Seal of Audit Firm

Note:-

a) The above Form shall be filled and certified by the statutory auditor of the Bidder on its letter head. In case Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audit the annual accounts of the Bidder.

Tech Form-7: Technical Eligibility (Experience relating to Execution of Similar Works)

(to be submitted separately for each of the Project (Similar Work) claimed under Technical Eligibility)

1	Name of Project (Similar Work) & Location	
2	Project Description	
3	Project Cost (Rs.)	
3	Name of Client	
4	Project Duration (for commissioning of the Project)	**Start Date:** ---------- **End Date:** ----------
5	Status (Completed/ Ongoing)	
6	Copy of Work Order	
7	Copy of Completion Certificate issued by theClient	

Note: -

a) Bidder shall submit details of the executed Similar Works (as defined in Clause 2.2 of the RFP document) strictly in the above formats along with supporting documents including work order/ purchase order, completion certificate from the client in support of its Technical Eligibility.

b) Authority reserves the right to contact the Bidder(s), their bankers, their consultants, their clients and other such sources to verify the information, references and data submitted by the Bidder(s) in the Bid including the supporting documents/evidences submitted by Bidder in support of its Technical Eligibility, without further reference to theBidder(s).

Tech Form-10: Format of Curriculum Vitae (CV) of Proposed Staff

Structure and composition of the team for the Project is expected to include team leader, creative director, Architect, Graphic Designer, Multimedia Expert, Museologist, Curator etc. in line with Bidder's project concept/design. Bidder shall be required to submit detailed CV of each personnel proposed to be engaged for this Project in the format given below:

1	**Proposed Position:**
2	**Name of Personnel:**
3	**Date of Birth:**
4	**Nationality:**
5	**Educational Qualifications:** (name of qualification, college/ university, degree/diploma obtained, year, etc.
6	**Employment Record/ Work Experience:** (Starting with present position/work experience, list in reverse order every employment held/ work experience obtained)
7	**Project Experience:** (brief details of project, client, year completion, description of services performed, etc.)

Certification:

a) I am willing to work on the Project and I will be available for entire duration of the Project Commissioning asrequired.

b) I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me. In case any information and data mentioned in the CV is found false/mis leading it shall entitle the Authority to reject such Bids.

Place:

(Signature and Name of Personnel)

(Signature and Name of authorized Signatory of Bidder)

Annexure-1 to RFP document (Scope of Work)

Designing and execution of a **Luncheonette**of approx. 3000 sq.ftin an Existing Building in the Alipore Jail Complex .

1. The Luncheonette to be designed in the First Floor of the Existing Building thus provision for Elevators and Staircases preferably Steel and all Glass finish for Guest and Staff facilities for smooth vertical transportation to be provided.

2. The open terrace of the Building to be covered with roofing system made of steel , Puff Panel and Shingles keeping in mind the beauty and sanctity of the existing Façade.

3. A smoker's lounge to be provided in the design along with an air conditioned waiting lounge.

4. The Façade of the Luncheonette to be enclosed and designed with structural / curtain glazing keeping in mind beauty of the existing façade.

5. The Luncheonette to have proper facilities for Wash room separate for both ladies and gents and special provision for physically challenged to be made.

6. The Interior space to designed keeping in mind the look and feel of an Old Town Look and exposing the beauty of some of the existing ceiling system as much as possible.

7. The Flooring design to made to reflect an old world charm and with proper water proofing on the terrace level. Use of light weight tiles, rustic ,stain resistance PGVT body tiles is preferred

8. Graphics relating to the Concept design may be used on the large double height walls of the rooms to accentuate the beauty of the space.

9. The existing staircase to be revamped using new flooring design and Cast Iron railing to reproduce the old world charm.

10. Seating arrangements to be made keeping in mind the easement of the serving and space to be retained for Business Meet purpose .

11. Some Bakery/ Beverage counters to be provided within the space for easement of service.

12. A compact library and souvenir corner may be provided to enhance the beauty and guest activity .

13. A reception space with a counter to be provided . Loose furniture's like Service desks ,storage facilities consoles to be provided to facilitate the staff activity .

14. Tables and chairs and other loose furniture's to me made with timber , melamine finished . Furniture design should per at per the interior look , old world classical look .

15. A Kitchen with multi cuisine cooking Facilities with segregated storage space , preparation space and cooking space .

FOLLOWING MANUFACTURERS OR BRAND ARE TO BE USED IN THE WORK. TENDERER MUST QUOTE THEIR RATES ACCORDINGLY

BWR Plywood	:	Green PLY / Century ply / Avenger / Sylvan ply
Decorative Veneers	:	Century veneers / Green Decowood. (100/- basic price per sft)
BWR Block Board	:	Century ply / Avenger / Sylvan ply / Green
Flush Door	:	Green panel / Sylvan ply / Avenger/ Century ply
Melamine Polish	:	I.C.I./ Berger / Asian Paints.
Synthetic Enamel Paint.	:	Berger paint / ICI / Asian Paints.
Putty	:	Birla / JK / Berger.
Frosted film	:	Garware or equivalent.
Adhesive (for timber work).	:	Pidilite / BalEndura.
Ceramic Vitrified Tiles	:	Somany / Johnson ./ Nitco / Kajaria (65/- basic price per sft)
Marble / Granite / Sand stone	:	Best quality to be approved by Architect / E.I.C.
Locks with Security latch	:	Godrej / Dorma / Hardwyn / Hafele/Geze.
Door Closer	:	Rolex / Dorma / Hardwyn / Hafele / Geze.

Door fittings	:	Hafele / Hettic./Geze / Dorma /Godrej / Rplex
Furniture (Branded)	:	Godrej Interio
Wooden Furniture (Customised)	:	Wooden Furniture to be crafted with best quality cabinet makers with the specified timber species and best furniture makers to produce International Standard Furniture.
Wooden flooring / Skirting	:	Square foot / Ergo Wooden Floor Mumbai / Monarch Ergonomies Bangalore / Armstrong Flooring System.
Ceiling / Acoustic Ceiling system	:	Gyproc of Saint – Gobain / Armstrong Ceiling System / Anutone Ceiling system

LIST OF APPROVED MAKES PHE

LIST OF APPROVED MAKES:		
SL. NO.	**MATERIAL DESCRIPTIONS**	**MAKE/MODEL**
1	Floor / wall mounted EWC/ Wash Basin/ IWC/ Urinal/ Cistern/	Roca/ Parry ware/ Hind Ware/Jaquar
2	Shower arm/ Shower Rose/ Health Faucet/ Two-way bib cock/ Pilar Cock/ Basin Mixture/ Sink Mixture/ Sink Cock/ Angular stop cock/ Divertor/ 3 in 1 wall mixture/ Long body bib cock/ Short body bib cock/ Concealed Stop cock	Jaquar/ Parriware/Hindware
3	SS Sink	Nirali Regular Medium/ Parryware/ Hindware
4	uPVC pipes SWR Type A & B/ PVC pipe Schedule – 40/80, CPVC pipe SDR-11 or 13.5/	Finolex/ Astral/ Ashirbad
6	NP3 R.C.C Hume Pipe for External Drainage Work.	W.B Concrete Pvt. Ltd/ Indian Hume pipe/ Quality Precast.
7	Gun Metal/ Brass Ball Valve/ GM Pressure reducing valve/ Buffer type CI Butter Fly Valve/ GM Float Valve/ Buffer type dual Check valve/ CI Y Strainer/ CI Sluice Valve	Zoloto/ Leader/ Itap/ Audco/Kitz
8	S.S Cockroach Trap with Grating	Chilli/Equivalent
9	CI Pipes, Fittings/ Cl manhole covers	BIC/ Neco
10	RCPC Manhole Cover/Grating	Oam Concrete/GK Industries
11	Submersible Dewatering Pumps/ Submersible Tube well pumps/ Cold water transfer pump/ Filter feed pump/ Hydro Pnuematic Pump/Booster Pumps etc.	Wilo/ Grundfos/Xylem

Access to the Authority and Authority's authorized Representatives

The access given to the Contractor for the part/portion of Project Site for implementation of the Project shall always be subject to the right of access of the Authority and the Authority's authorized representatives and its employees and agents for inspection,viewing and exercise of their rights and performance of their obligations under this ContractAgreement.

Geological and Archaeological Finds

It is expressly agreed that mining, geological or archaeological rights do not form part of this Contract Agreement with the Contractor for the Works, and the Contractor hereby acknowledges that it shall not have any mining rights or interest in the underlying minerals, fossils, antiquities, structures or other remnants or things either of particular geological or archaeological interest and that such rights, interest and property on or under the Project Site shall vest in and belong to the Authority or the concerned Government Instrumentality. The Contractor shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or property and shall inform the Authority forthwith of the discovery thereof and complywith such instructions as the concerned Government Instrumentality may reasonablygive for the removal of such property. It is also agreed that the Authority shall procure that the instructions hereunder are issued by the concerned Government Instrumentality within a reasonable period so as to enable the Contractor to continue its Works with such modifications as may be deemednecessary.

2. UTILITIES ANDTREES

Existing Structure and Utilities

Notwithstanding anything to the contrary contained herein, the Contractor shall ensure that the respective entities owning the existing structures, or utilities on, under or above the Project are enabled by it to keep them in continuous satisfactory use, if necessary, by providing suitable protective measures as may be considered appropriate by concerned authorities e.g. Archeological Survey of India (ASI),etc.

Shifting of obstructingutilities

The Contractor shall, in accordance with Applicable Laws and with assistance of the Authority, cause shifting of any utility (including electric lines, water pipes and telephone cables, etc.) to an appropriate location or alignment, if such utility or obstructionadversely affects the execution of Works in accordance with this Contract Agreement.The cost of such shifting shall be included Contractor'sscope.

NotUsed

NotUsed

NotUsed

Felling oftrees

The Authority shall facilitate the Contractor in obtaining the Applicable Permits for felling

of trees to be identified by the Authority for this purpose if and only if such trees cause a MaterialAdverseEffectontheexecutionoftheProject.Thecostofsuchfellingandof

the compensatory plantation of trees, if any, shall be borne by the Contractor. In the event of any delay in felling thereof for reasons beyond the control of the Contractor; it shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay in the felling of trees. The Parties hereto agree that thefelled trees shall be deemed to be owned by the Authority and shall be disposed in such manner and subject to such conditions as the Authority may in its sole discretion deem appropriate.

3. DESIGN AND EXECUTION OF THEPROJECT

Obligations Prior to Commencement of Works

Within 15 days of the Appointed Date, the Contractorshall:

a) appoint its representative, duly authorized to deal with the Authority in respect of all matters under or arising out of or relating to this ContractAgreement;

b) undertake and perform all such acts, deeds and things as may be necessary or required before commencement of Works under and in accordance with this Contract Agreement, the Applicable Laws and ApplicablePermits.

The Contractor shall submit to the Authority a Project Implementation Plan (the **"PIP"**) for the Project in accordance with the timelines given in Project Commissioning Schedule. Project Implementation Plan shall be comprise of detailed Project design, Project layout plan, technologies to use for sound & light effects, visual effects, detailed drawings & design, view, elevations, 3D video projection mapping (wherever applicable), 3D rendering, simulatedvideos of the Project, Project concept submitted by Contractor in the technical bid, its presentation to Authority and approved by Authority, technical information viz. hardware,equipment's, furniture & fixtures and other Project components to be installed for the Project along with quantity, brand name/make, etc, names of the artists to engaged for script writing, voice over, dramatization of the content & script, chroma shooting, all calculations, samples, models, detailed work plan work milestone, project implementation schedule, general methods and arrangements for design and Project execution plan, environmental management plan, Quality Assurance Plan (QAP) including design quality plan and safety plan covering safety of users and workers during Project execution,etc.

Authority, within reasonable time of receipt of the Project Implementation Plan, convey its comments to the Contractor stating the modifications, if any, required for compliance with the provisions of this Contract Agreement, and the Contractor shall carry out such modifications, to the extent required for confirming with the provisions of this Contract Agreement.

Project Implementation Plan shall be prepared in line with the Schedule-1 of thisContract Agreement, details provided by the Contractor in Tech Form - 9 of the RFP document and mentioned in the presentation given to the Authority during bidding process and approved byAuthority.

NotUsed

NotUsed

NotUsed

NotUsed

Execution of the Project

The Contractor shall execute the Project in conformity with approved Project Implementation Plan in accordance with the provisions of this Contract Agreementincluding the Schedule-A. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions oralignment of the Works. The 180 days from the Appointed Date shall be the scheduled Project commissioning date (the **"Scheduled Project Commissioning Date"**) and the Contractor agrees and undertakes that the Project commissioning shall be completed on or before the Scheduled Project Commissioning Date, including any extension thereof in accordance with the schedule for commissioning of the Project (the **"Project Commissioning Schedule"** as givenbelow.(Refere schedule of payment)

The Contractor shall execute the Project in accordance with the Project Commissioning Schedule as mentioned above. In the event that the Contractor fails to achieve any Project Milestone within the scheduled period for completion as mentioned above and/or Final Project Milestone within Scheduled Project Commissioning Date, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Authority or time period has been extended by the Authority, it shall pay Damages to the Authority in a sum calculated at the rate of 0.05% of the Bid Price for delay of each day reckoned from the date of scheduled period for completion/ Scheduled Project CommissioningDate, as applicable, until such Project Milestone/Final Project Milestone is achieved or theWorks are completed; provided that if the period for any or all Project Milestones or the Scheduled Project Commissioning Date is extended in accordance with the provisions of this Contract Agreement and provided further that in the event the Works are completed within or before the Scheduled Project Commissioning Date including any Time Extension, applicable for that work or section, the Damages paid under thisClause

shall be refunded by the Authority to the Contractor, but without any interest thereon. For the avoidance of doubt, it is agreed that recovery of Damages under this Clause 10.3.2 shall be without prejudice to the rights of the Authority under this Contract Agreement including the right of Termination thereof. The Parties further agree that Time Extension hereunder shall only be reckoned for and in respect of the affectedworks as specified in Clause10.4.

The Authority shall notify the Contractor of its decision to impose Damages in pursuance with the provisions of this Clause 10.3. Provided that no deduction on account of Damages shall be effected by the Authority without taking into consideration the representation, if any, made by the Contractor within 7 days of such notice. The Parties expressly agree that the total amount of Damages under Clause 10.3.2 shall not exceed 10% of the Bid Price Otherwise Authority shall be entitled to terminate the Contract Agreement on accounts of Contractor's Event of Default.

Extension of Time for Completion of Project Commissioning

Without prejudice to any other provisions of this Contract Agreement for and in respect of extension of time, the Contractor shall be entitled to extension of time in the Project Commissioning Schedule (the **"Time Extension"**) to the extent that completion of any Project Milestone is or will be delayed by any of the following, namely:

a) Change of Scope (unless an adjustment to the Scheduled Project Commissioning Date has been agreed under Article13);

b) occurrence of a Force Majeure Event;

c) delay, impediment or prevention caused by or attributable to the Authority; and

d) any other cause or delay which entitles the Contractor to Time Extension in accordance with the provisions of this Contract Agreement.

The Contractor shall, no later than 7 business days from the occurrence of an event or circumstance specified in Clause 10.4.1, inform the Authority by notice in writing stating in reasonable detail with supporting particulars, the event or circumstances giving rise to the claim for Time Extension in accordance with the provisions of this Contract Agreement. Provided that the period of 7 business days shall be calculated from the date on which the Contractor became aware, or deemed to have become aware, of the occurrence of such an event or circumstance whichever earlier.

Provided further that notwithstanding anything to the contrary contained in this Contract Agreement, Time Extension shall be due and applicable only for the Works which are affected by the aforesaid events or circumstances and shall not in any manner affect the

Project Commissioning Scheduled and price for and in respect of the Works which are not affected thereby.

In the event of the failure of the Contractor to submit to the Authority the notice in accordance with the provisions of Clause 10.4.2 within the time specified therein, the Contractor shall not be entitled to any Time Extension and shall forfeit its right for any such claims in future. For avoidance of doubt, in the event of failure of the Contractor to issue notice as specified in this Clause 10.4.3, the Authority shall be discharged from all liability in connection with the claim.

The Authority shall, on receipt of the claim for Time Extension in accordance with the provisions of Clause 10.4.2, examine the claim for Time Extension expeditiously within the time frame specified herein. In the event the Authority requires any clarifications to examine the claim, the Authority shall seek the same from Contractor. The Contractor shall, on receipt of the communication of the Authority requesting for clarification, furnish the same to the Authority within 7 days thereof. The Authority shall, within a reasonable period, forward in writing to the Contractor its decision of Time Extension.

IncompleteWorks

In the event the Contractor fails to complete the Works in accordance with the Project Commissioning Schedule, including any Time Extension granted under this Contract Agreement, the Contractor shall endeavor to complete the balance work expeditiously andshallpayDamagestotheAuthorityinaccordancewiththeprovisionsofClause 10.3.2 for delay of each day until the Works are completed in accordance with the provisions of this Contract Agreement. Recovery of Damages under this Clause shall be without prejudice to the rights of the Authority under this Contract Agreement to take appropriate action against the Contractor including the right to termination under Clause 21.1.

4. QUALITY ASSURANCE, MONITORING ANDSUPERVISION

Quality of Material and Workmanship

The Contractor shall ensure that the Works and workmanship are in accordance with the requirements specified in this Contract Agreement and Good Industry Practice.

The Contractor warrants that all materials, hardware, equipment's, furniture & fixtures and other Project Assets for the Project shall be new, unused, not reconditioned and in conformity with the standard of Works mentioned in this Contract Agreement, Applicable Laws and Good Industry Practice, and that the Contractor shall not use any materials which are generally recognized as being deleterious under Good Industry Practice.

Quality Control System

The Contractor shall establish a quality control mechanism to ensure compliance with the provisions of this Contract Agreement (the **"Quality Assurance Plan"** or**"QAP"**).

The Contractor shall, within 30 days of the Appointed Date, submit to the Authority its QAP along with the Project Implementation Plan which shall include the following:

a) organization, duties and responsibilities, procedures, inspections and documentation;

b) quality assurance, management and control mechanism in accordance with Good Industry Practice; and

c) internal quality audit system.

NotUsed

Inspection by the Authority

The Authority or any its authorized representative may inspect and review the progress and quality of the Works and issue appropriate directions to the Contractor for taking remedial action in the event the Works are not in accordance with the provisions of this Contract Agreement.

External Technical Audit

The Authority may appoint an external technical auditor to conduct an audit of the quality of the Works. The findings of the audit, to the extent accepted by the Authority, shall be notified to the Contractor for taking remedial action in accordance with this Contract Agreement. The Contractor shall provide all assistance as may be required by the auditor in the conduct of its audit hereunder. Notwithstanding anything contained in this Clause 11.5, the external technical audit shall not affect any obligations of the Contractor or the Authority under this Contract Agreement.

Inspection of Records related to Project Implementation

The Authority, during subsistence of the Contract Agreement, shall have the right to inspect the records of the Contractor relating to the Works and the Project.

Progress Reports

During the Project Commissioning Period, the Contractor shall, on fortnightly basis, furnish to the Authority a fortnightly report on progress of the Works and shall promptly give such other relevant information as may be required by the Authority.

During the O&M Period, the Contractor shall, on monthly basis furnish to the Authority a monthly report on operation, maintenance & management (O&M) of the Project and shallpromptlygivesuchotherrelevantinformationasmayberequiredbytheAuthority.

Inspection

The Authority and its authorized representative shall at all reasonable times:

a) have full access to all parts of the Project and to all places from which hardware, equipment's, furniture fixtures and other Project Assets are being obtained for use in the Works; and

b) during production & content development, recording of script, execution of the Project etc, be entitled to examine, inspect, measure and test the Works and workmanship, and to check the progress of the Project.

The Contractor shall give the Authority and its authorized agents access, facilities and safety equipment for carrying out their obligations under this Contract Agreement.

NotUsed

NotUsed

Rejection

If, as a result of an examination, inspection, measurement, any hardware, plant, machinery, equipment's, furniture & fixtures and other Project Assets, Works or workmanship, etc. is found to be defective or otherwise not as per the provisions of this Contract Agreement, the Authority may reject such plant, machinery, hardware, equipment's, content, script, voice-over, Project Assets, etc. by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the Defect and ensure that the rejected item complies with the requirements of this Contract Agreement.

NotUsed

The Contractor shall not be entitled to any extension of time on account of rectifying any Defect as specified in this Article11.

No examination, inspection, measurement of any plant, material, project design, equipment's, machinery, furniture & fixtures, Project Assets, Works, workmanship, etc of the Project by the Authority or its failure to convey its observations or to examine, inspect shall relive the Contractor of its obligations and liabilities under this Contract Agreement in any manner nor shall the Authority be liable for the same in any manner,

Remedial work

Notwithstanding any previous test or certification, the Authority may instruct the Contractor to:

a) remove from the Project and replace any plant, machinery, equipment's, furniture & fixtures and Project Assets which is not in accordance with the provisions of this Contract Agreement;

b) remove and re-execute any work which is not in accordance with the provisions of this Contract Agreement; and

c) execute any work which is urgently required for the safety of the Project, whether because of an accident, unforeseeable event or otherwise; provided that in case of anyworkrequiredonaccountofaForceMajeureEvent,theprovisionsofClause 19.6 shall apply.

If the Contractor fails to comply with the instructions issued by the Authority under Clause 11.13.1, within the time specified in the Authority's notice or as mutually agreed, the Authority may get the work executed by another agency. The cost so incurred by the Authority for undertaking such work shall, without prejudice to the rights of the Authority to recover Damages in accordance with the provisions of this Contract Agreement, be recoverable from the Contractor and may be deducted by the Authority from any monies due to be paid to the Contractor.

Delays During Project Commissioning

Without prejudice to the provisions of Clause 10.3.2, in the event the Contractor does not achieve any of the Project Milestones or the Authority shall have reasonably determined that the rate of progress of Works is such that completion of the Project is not likely to be achieved by the end of the Scheduled Project Commissioning Date, itshall notify the same to the Contractor, and the Contractor shall, within 7 days of such notice,byacommunicationinformtheAuthorityinreasonabledetailaboutthestepsit

proposes to take to expedite progress and the period within which it shall achieve the Project Commissioning Date.

Quality Control Records and Documents

The Contractor shall hand over to the Authority a copy of all its quality control records and documents before the Project Commissioning Certificate is issued pursuant to Clause12.4.

NotUsed

Suspension of Unsafe Works

Upon recommendation of the Authority to this effect, or on its own volition in cases of emergency or urgency, the Authority may by notice require the Contractor to suspend forthwith the whole or any part of the Works if, in the reasonable opinion of the Authority, as the case may be, such Works threatens the safety of the labourers, supervisory staff, pedestrians, public and or other persons on or about the Project. Provided, however, that in case of an emergency, the Authority may suo moto issue the notice referred to hereinabove.

The Contractor shall, pursuant to the notice under Clause 11.16.1, suspend the Works or any part thereof for such time and in such manner as may be specified by the Authority and thereupon carry out remedial measures to secure the safety of the users, pedestrians, public and or other persons on or about the Project. The Contractor may by notice require the Authority to inspect such remedial measures. After inspection, the Authority shall either revoke such suspension or instruct the Contractor to carry out such other and further remedial measures as may be necessary in the reasonable opinion of the Authority, and the procedure set forth in this Clause 11.16 shall be repeated until the suspension hereunder is revoked.

Subject to the provisions of Clause 19.6, all reasonable costs incurred for maintaining and protecting the Works or part thereof during the period of suspension (the **"Preservation Costs"**), shall be borne by the Contractor.

If suspension of Works is for reasons not attributable to the Contractor, the Authority shall determine any Time Extension to which the Contractor is reasonably entitled to in accordance with the provisions of Clause10.4.

5. PROJECT COMMISSIONINGCERTIFICATE

Trial Run on Project Commissioning

Not later than 15 days prior to the likely commissioning of the Project, the Contractor shall notify the Authority of its intent for trial run of the Project in line with Project Commissioning Schedule mentioned in Clause 10.3. The date and time of trial run of the Project shall be determined by the Authority in consultation with the Contractor, and notifiedtotheAuthoritywhomaydesignateitsrepresentativetowitnessthetrialrun.

Trial runone or more times shall be conducted at the cost and expense of the Contractor. The Authority or its representative shall observe, monitor and review the trial run to determine compliance of the Project in accordance with the provisions of this Contract Agreement and if it is reasonably anticipated or determined by the Authority of itsrepresentativeduringthecourseofanytrialrunthattheperformanceoftheProject

is not in accordance with provisions of this Contract Agreement, the Authority may suspend or delay such trial run and require the Contractor to remedy and rectify the Defect or deficiencies. Contractor, after remedy and rectification of the notified Defects or deficiencies, may again request to the Authority for trial run of the Project.

NotUsed

NotUsed

Project Commissioning Certificate

Upon completion of all Works and the Authority determining the trial run to be successful and in compliance with provisions of the Contract Agreement, the Authority shall issue the project commissioning certificate to the Contractor (the **"Project Commissioning Certificate"**).

Upon receiving the Project Commissioning Certificate, the Contractor shall remove its materials, debris and temporary works from the Project Site within a period of 07 days thereof, failing which the Authority may remove or cause to be removed, such equipment, materials, debris and temporary works and recover from the Contractor an amount equal to 120% of the actual cost of removal incurred by the Authority from any sum payable to the Contractor or form the Performance Security available with it or form both.

Without prejudice to the obligations of the Contractor specified in Article 15 the property and ownership of all the completed Works forming part of the Project shall vest in the Authority.

6. CHANGE OFSCOPE

Change ofScope

The Authority may, notwithstanding anything to the contrary contained in this Contract Agreement, require the Contractor to make modifications or alterations to the Works (**"Change of Scope"**) before the issue of the Project Commissioning Certificate either by giving an instruction or by requesting the Contractor to submit a proposal for Change of Scope involving additional cost or reduction in cost. Any such Change of Scope shall be made and valued in accordance with the provisions of this Article13.

Change of Scope shall mean any additional Works, plant, materials machinery, equipment's, etc. which are not included in the Scope of the Project

Procedure for Change of Scope

In the event of the Authority determining that a Change of Scope is necessary, the Authority may issue to the Contractor a notice specifying in reasonable detail the works and services contemplated there under (the **"Change of Scope Notice"**).

Upon receipt of a Change of Scope Notice, the Contractor shall, with due diligence, provide to the Authority such information as is necessary, together with preliminary documentation in support of:

a) the impact, if any, which the Change of Scope is likely to have on the Project Commissioning Scheduled if the works or services are required to be carried out during the Project Commissioning Period; and

b) the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof, including the following details:

(i) break down of the quantities, unit rates and cost for different items of work;

(ii) proposed design for the Change of Scope; and

(iii) proposed modifications, if any, to the Project Commissioning Scheduled of the Project.

For avoidance of doubt, the Parties expressly agree that, subject to the provisions of Clause 13.4.1, the Bid Price shall be increased or decreased, as the case may be, on account of Change of Scope.

The Contractor's quotation of costs for the Change of Scope shall be determined on the basis of the cost to be worked out as per the applicable Basic Schedule of Rates (BSR) as decided by the Authority. In case the item is not available in BSR then the detailed break-up of Bid Price submitted by Contractor and approved by Authority during finalization of Bid shall be refereed to determine the costs for Change of Scope. Authority may also refer prevailing market rates to determine costs. Authority's decision shall be final and binding to the Contractor with respect to finalization of costs for Change of Scope.

Upon reaching an agreement for Change of Scope, the Authority shall issue an order (the **"Change of Scope Order"**) requiring the Contractor to proceed with the performance thereof. In the event that the Parties are unable to agree, the Authority may as per its discretion:

a) issue a Change of Scope Order requiring the Contractor to proceed with the performance thereof at the rates and conditions approved by the Authority till the matter is resolved in accordance with Article 24;or

b) proceed in accordance with Clause13.5.

TheprovisionsofthisContractAgreement,insofarastheyrelatetoWorks,shallapply mutatis mutandis to the works undertaken by the Contractor under this Article 13.

Payment for Change of Scope

Payment for Change of Scope shall be made in accordance with the payment schedule specified in the Change of Scope Order.

Restrictions on Change of Scope

No Change of Scope shall be executed unless the Authority has issued the Change of Scope Order save and except any Works necessary for meeting any Emergency.

Unless the Parties mutually agree to the contrary, the total value of all Change of Scope Orders shall not exceed 20% of the Bid Price.

Notwithstanding anything to the contrary in this Article 13, no change arising from any default of the Contractor in the performance of its obligations under this Contract

Agreement shall be deemed to be Change of Scope, and shall not result in any adjustment of the Bid Price or the Project Commissioning Scheduled.

Power of the Authority to Undertake Works

In the event the Parties are unable to agree to the proposed Change of Scope Orders in accordance with Clause 13.2, the Authority may, after giving notice to the Contractor and considering its reply thereto, award such works or services to any person on thebasis of open competitive bidding; provided that the Contractor shall have the option of matching the first ranked bid only if it has participated in the bidding process and its bid does not exceed the first ranked bid by more than 15% thereof. It is also agreed thatthe Contractor shall provide assistance and cooperation to the person who undertakesthe works or services hereunder, but shall not be responsible for rectification of any Defects of Works carried out by other agencies.

The works undertaken in accordance with this Clause 13.5 shall conform to the provisions of this Contract Agreement and shall be carried out in a manner that minimizes the disruption in the Project. The provisions of this Contract Agreement, insofar as they relate to Works, shall apply mutatis mutandis to the works carried out under this Clause13.5.

7. NOTUSED

8. DEFECTS LIABILITYPERIOD

Defects Liability Period

The Contractor shall be responsible for all the Defects and deficiencies, except usual wear and tear, till the expiry of a period of 2 Years commencing from the date of Project Commissioning Certificate. (the **"Defects Liability Period"**).

NotUsed

Remedy and Rectification of Defects and Deficiencies

The Contractor shall repair or rectify all Defects and deficiencies observed bytheAuthority during the Defects Liability Period within a period of 07 days from the date of notice issued by the Authority in this behalf, or within such reasonable period as may be determined by the Authority at the request of the Contractor, in accordance with Good Industry Practice. Such Defects shall include replacement/repair of any spare part/ consumables, tools/ equipment/ hardware/ machinery, etc free of cost (including transportation and insurance expenses) and any other Defects and deficiency which obstruct/ hamper the efficient execution and functioning of the Project/Show in accordance with the provisions of the Contract Agreement.

Cost of Remedying Defects

For avoidance of doubt, any repair or rectification undertaken in accordance with the provisions of this Article shall be carried out by the Contractor at its own risk and cost, to the extent that such rectification or repair is attributable to:

a) the design of the Project;

b) Works, plant, equipment's, machineries, material, software, content, script, voice-over creative component of project, workmanship or any part of the Project not being in accordance with the provisions mentioned in the Contract Agreement;

c) improper maintenance during execution of the Project by the Contractor; and/or

d) failure by the Contractor to comply with any other obligation under this Contract Agreement.

Contractor's Failure to Rectify Defects

In the event that the Contractor fails to repair or rectify such Defect or deficiency within the period specified in this Article, the Authority shall be entitled to get the same repaired, rectified or remedied at the Contractor's cost so as to make the Project conform to the provisions of this Contract Agreement. All costs consequent thereon shall, after due consultation with the Authority and the Contractor, be worked out/ assessed by the Authority and approved by the Authority. The cost so determined and an amount equal to 20% of the cost as Damages shall be recoverable by the Authority from the Contractor and may be deducted by the Authority from the Performance Security or any monies due to the Contractor.

NotUsed

Extension of Defects Liability Period

The Defects Liability Period shall be deemed to be extended till the identified Defects under this Article have been remedied.

Any Material or Works with Defects identified under this Article and replaced or repaired during Defects Liability Period or the extended Defects Liability Period, as the case may be, would be further warranted for a period of 1 year from the date of completion of such repair and replacement and Performance Security to that extent shall be furnished by the Contractor to the Authority.

The Contractor shall upon termination or expiry of this Contract Agreement, or upon expiry of Defects Liability Period, assign any outstanding benefit in respects of any subcontract or any warranty from any subcontractor, to the Authority or to such other person as the Authority may direct.

9. Not Used

10. PAYMENT OF BIDPRICE

Bid Price

The Authority shall make payments to the Contractor for the Works on the basis its Bid Price quoted by the Contractor in its Financial Bid and accepted by the Authority (after negotiation, if any) in consideration of the obligations specified in this Contract Agreement for an amount of Rs..... (the **"Bid Price"**).

The Bid Price quoted by the Contractor shall be inclusive:

a) of all applicable taxes, duties, cess, surcharges, levies, Goods & Service Tax (GST), import duties, custom, transportation of equipment's to the Project Site,

fee/charges that may be levied in accordance with the laws and regulation in force for entire term of this Contract Agreement. Nothing in this Contract Agreement shall relieve the Contractor from its responsibility to pay tax including any tax that may be levied in India on profits made by it in respect of this Contract Agreement.

b) of all scope of work required for commissioning of the Project including but not limited to procurement of equipment's, hardware, software's, machinery, material, labour, transportation, deployments of experts, staff, testing, commissioning, supervision, tools, plants, wastage, sundries, scaffoldings, as required mobilization, demobilization, etc for commissioning of the Project

c) of its obligations during operation, maintenance & management (O&M) Period and Defect Liability Period for 2 Years from date of issuance of Project Commissioning Certificate;

d) of all contingencies and incidental expenses which may be encountered by the Contractor during implementation of the Project and no additional payment shall be admissible on this accounts.

The Bid Price shall not be adjusted for any change in duties, taxes, introduction of new taxes etc. and escalation in cost due to price variations, save and except as specified in Clauses17.3.

The Bid Price shall not be adjusted to take account of any unforeseen difficulties or costs, unless otherwise provided for in this Contract Agreement.

Unless otherwise specified in this Agreement, the Bid Price covers all the Contractor's obligations for the Works under this Contract Agreement and all the things necessary for the execution of the Project thereof, rectification of any Defects during Defects Liability PeriodandO&MofProjectinaccordancewiththeprovisionsoftheContractAgreement.

All payments under this Contract Agreement shall be made in Indian Rupees.

Change in Law

If as a result of Change in Law (except due to change in tax regime), the Contractor suffers any additional costs in the execution of the Works or in relation to the performance of its other obligations under this Contract Agreement, the Contractor shall, within 15 days from the date it becomes reasonably aware of such addition in cost, notify the Authority of such additional cost due to Change in Law.

If as a result of Change in Law (except due to change in tax regime), the Contractor benefits from any reduction in costs for the execution of this Contract Agreement or in accordance with the provisions of this Contract Agreement, either Party shall, within 15 days from the date it becomes reasonably aware of such reduction in cost, notify the other Party of such reduction in cost due to Change in Law.

The Authority shall, within reasonable time from the date of receipt of the notice from the Contractor or the Authority, determine any addition or reduction to the Bid Price, as the case may be, due to the Change in Law.

Authority's Claim

If the Authority considers itself to be entitled to any payment from the Contractor under any Clause of this Agreement, it shall give notice and particulars to the Contractor 15 (fifteen) days before making the recovery from any amount due to the Contractor, and shall take into consideration the representation, if any, made by the Contractor in this behalf, before making such recovery.

NotUsed

11. INSURANCE

Insurance for Works

The Contractor shall effect and maintain at its own cost, from the Appointed Date and till the expiry of the Operation, Maintenance & Management (O&M) Period, the following insurances for any loss or damage occurring on account of Force Majeure, malicious act, accident damage, explosion, fire, terrorism, Contractor's performance under the Contract Agreement except the risks which are not insurable at commercial terms:

a) Project Assets, equipment's, machinery, plant, workmanship, documents, software procured and installed for the Project

b) loss, damage, death or bodily injury, or damage to any person working under the Project or Authority's property which may arise out of the Contractor's performance of this Contract Agreement.

c) Defects, deficiencies, loss, damage covered under the Defects Liability Period as mentioned in this document

The Contractor shall obtain insurances for maximum sums as may be required under Applicable Laws and in accordance with Good IndustryPractice.

The Contractor shall fully indemnify, hold harmless and defend the Authority from and against any and all losses, damages, costs, charges and/or claims with respect to (a) the death of or injury to any person; or (b) the loss of or damage to any property that may arise out of or in consequence of any breach by the Contractor of thisContract

Agreement during the execution of the Project or the remedying of any defects and deficiencies therein.

Without prejudice to the obligations of the Contractor as specified in this document, the Contractor shall maintain or effect such third party insurances as may be required under the Applicable Laws.

The Contractor shall maintain professional liability insurance to cover the risk of professional negligence in the design of Project.

Evidence of Insurance Cover

All insurances obtained by the Contractor in accordance with this Article 18 shall be maintained with insurers on terms consistent with Good Industry Practice. Within 30 days from the Appointed Date, the Contractor shall furnish to the Authority notarized true copies of the certificate(s) of insurance, copies of insurance policies and premia payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Contractor to the Authority. The Contractor shall act in accordance with the directions of the Authority. All insurance shall be taken in name of the Authority; however, payment of premium for such insurance shall be paid by the Contractor. Evidence of insurance to be obtained for the Projects assets other components during O&M Period shall be submitted by Contractor within 30 days of issuance of Project Commissioning Certificate.

Remedy for Failure to Insure

If the Contractor fails to effect and keep in force all insurances for which it is responsible pursuant hereto, the Authority shall have the option to either keep in force any such insurances, and pay such premia and recover the costs thereof from the Contractor.

Application of Insurance Proceeds

The proceeds from all insurance claims, except for life and injury, shall be applied for any necessary repair, reinstatement, replacement, improvement, delivery or installation of the Project and the provisions of this Contract Agreement in respect of execution of works shall apply mutatis mutandis to the works undertaken out of the proceeds of insurance.

Compliance with PolicyConditions

The Contractor hereby expressly agrees to fully indemnify the other Party from and against all losses and claims arising from its failure to comply with conditions imposed by the insurance policies effected in accordance with this Contract Agreement.

12. FORCEMAJEURE

Force Majeure

As used in this Contract Agreement, the expression **"Force Majeure"** or **"Force Majeure Event"** shall mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 19.2, 19.3 and 19.4

respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the **"Affected Party"**) of its obligations under this Contract Agreement and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.

Non-Political Event

A Non-Political Event shall mean one or more of the following acts or events:

a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Project);

b) strikes or boycotts (other than those involving the Contractor, Subcontractors or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project for a continuous period of 24 hours and an aggregate period exceeding 10 days in an Accounting Year, and not being an Indirect Political Event set forth in Clause19.3;

c) any failure or delay of a Sub-contractor but only to the extent caused by another Non-Political Event;

d) any judgement or order of any court of competent jurisdiction or statutory authoritymadeagainsttheContractorinanyproceedingsforreasonsotherthan
(i) failure of the Contractor to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit orof any contract, or (iii) enforcement of this Contract Agreement, or (iv) exercise of any of its rights under this Contract Agreement by the Authority; or (v) breach of its obligations by the Contractor under itssub-contracts;

e) the discovery of geological conditions, toxic contamination or archaeological remains on the Project that could not reasonably have been expected to be discovered through a site inspection; or

f) any event or circumstances of a nature analogous to any ofthe foregoing.

Indirect Political Event

An Indirect Political Event shall mean one or more of the following acts or events:

a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;

b) industry-wide or State-wide strikes or industrial action for a continuous period of 24 hours and exceeding an aggregate period of 10 days in an AccountingYear;

c) any civil commotion, boycott or political agitation which prevents execution of the Project by the Contractor for an aggregate period exceeding 10 (ten) days in an Accounting Year;

d) failure of the Authority to permit the Contractor to continue with its Works, with or without modification, in the event of stoppage of such works after discovery of any geological or archeological finds;

e) any failure or delay of a Sub-contractor to the extent caused by any Indirect Political Event;

f) any Indirect Political Event that causes a Non-Political Event; or

g) any event or circumstances of a nature analogues to any of the foregoing

Political Event

A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

a) Change in Law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of Clause17.3;

b) compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Contractor or of the Sub-contractors;

c) unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, license, permit, authorization, no objection certificate, consent, approval or exemption required by the Contractor or any of the Sub-contractors to perform their respective obligations under this Contract Agreement; provided that such delay, modification, denial, refusal or revocation did not result from the Contractor's or any Sub-contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorization, no objection certificate, exemption, consent, approval orpermit;

d) any failure or delay of a Sub-contractor but only to the extent caused by another Political Event; or

e) any event or circumstances of a nature analogous to any of the foregoing.

Duty to report Force Majeure Event

Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particularsof:

a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 19 with evidence in support thereof;

b) 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 Contract Agreement;

c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and

d) any other information relevant to the Affected Party's claim.

The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than 10 days after the AffectedPartyknew,oroughtreasonablytohaveknown,ofitsoccurrence,andshall

have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Contract Agreement.

For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 19.5.1, and such other information as the other Party may reasonably request the Affected Party to provide.

Effect of Force Majeure Event on the Contract Agreement

Upon the occurrence of any Force Majeure

a) prior to the Appointed Date, both parties shall bear their respective Force Majeure costs.

b) after to the Appointed Date, the costs incurred and attributable to such event and directly relating to this Contract Agreement (the **"Force Majeure costs"**) shall be allocated and paid as follows:

(i) upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure costs and neither Party shall be required to pay to the other Party any costs thereof;

(ii) upon occurrence of an Indirect Political Event, all Force Majeure costs attributable to such Indirect Political Event, and not exceeding the Insurance Cover for such Indirect Political Event, shall be borne by the Contractor, and to the extent Force Majeure costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by the Authority to the Contractor for the Force Majeure events; and

(iii) upon occurrence of a Political Event, all Force Majeure costs attributable to such Political Event shall be reimbursed by the Authority to the Contractor.

For the avoidance of doubt, Force Majeure costs may include costs directly attributable to the Force Majeure Event, but shall not include debt repayment obligations, if any, of the Contractor.

Save and except as expressly provided in this Article 19, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuan thereto.

Upon the occurrence of any Force Majeure Event during the Project Commissioning Period, the Project Commissioning Scheduled for and in respect of the affected Works shall be extended on a day for day basis for such period as performance of the Contractor's obligations is affected on account of the Force Majeure Event or its subsisting effects, as may be determined by the Authority.

Force Majeure cost for any event which result in any offsetting compensation being payable to the Contractor by and on behalf of its Sub-contractors shall be reduced by such amounts that are payable to the Contractor by its Sub-contractors.

Termination Notice for Force Majeure Event

If a Force Majeure Event subsists for a period of 30 days or more within a continuous period of 120 days, either Party may in its discretion terminate this Contract Agreement by issuing a Termination Notice to the other Party without being liable in any manner

whatsoever, save as provided in this Article 19, and upon issue of such Termination Notice, this Contract Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 days' time to make a representation, and may after the expiry of such 15 days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

Termination Payment for Force Majeure Event

In the event of this Contract Agreement being terminated on account of a Non-Political Event/ Indirect Political Event, the Termination Payment shall be:

a) sums due and payable under Clause 21.5.1 (a) in case Agreement is terminated before issuance of Project Commissioning Certificate/during Project Commissioning Period

OR

sums due and payable under Clause 21.5.1 (b) in case Agreement is terminated after issuance of Project Commissioning Certificate/during O&M Period

If Termination is on account of a Political Event, the Authority shall make a Termination Payment to the Contractor in an amount that would be payable under Clause 21.6.2 as if it were an Authority's Default.

Dispute resolution

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

Excuse from Performanceof Obligations

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Contract Agreement because of a Force Majeure Event, 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:

a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;

b) 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

c) when the Affected Party is able to resume performance of its obligations under this Contract Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

13. SUSPENSION OF CONTRACTOR"SRIGHTS

Suspension upon Contractor'sDefault

Upon occurrence of a Contractor's Default, the Authority shall be entitled, without prejudice to its other rights and remedies under this Contract Agreement including its rights of Termination hereunder, to (a) suspend carrying out of the Works or any part thereof, and

(b) carry out such Works itself or authorize any other person to exercise or perform the same on its behalf during such suspension (the **"Suspension"**). Suspension here under shall be effective forthwith upon issue of notice by the Authority to the Contractor and may extend up to a period not exceeding 60 days from the date of issue of such notice.

Authority to Act on Behalf ofContractor

During the period of Suspension hereunder, all rights and liabilities vested in the Contractor in accordance with the provisions of this Contract Agreement shall continue to vest therein and all things done or actions taken, including expenditure incurred by the Authority for discharging the obligations of the Contractor under and in accordance with this Contract Agreement shall be deemed to have been done or taken for and on behalf of the Contractor and the Contractor undertakes to indemnify the Authority for all costs incurred during such period. The Contractor hereby licenses and sub-licenses respectively, the Authority or any other person authorized by it under Clause 20.1 to use during Suspension, all intellectual property belonging to or licensed to the Contractor with respect to the Project and its concept, design, procurement, installation, execution, etc. and which is used or created by the Contractor in performing its obligations under the Contract Agreement.

Revocation of Suspension

In the event that the Authority shall have rectified or removed the cause of Suspension within a period not exceeding 30 days from the date of Suspension, it shall revoke the Suspension forthwith and restore all rights of the Contractor under this Contract Agreement. For the avoidance of doubt, the Parties expressly agree that the Authority may, in its discretion, revoke the Suspension at any time, whether or not the cause of Suspension has been rectified or removed hereunder.

Upon the Contractor having cured the Contractor's Default within a period not exceeding 30 (thirty) days from the date of Suspension, the Authority shall revoke the Suspension forthwith and restore all rights of the Contractor under this Contract Agreement.

Termination on account of Suspension

At any time during the period of Suspension under this Article 20, the Contractor may by notice require the Authority to revoke the Suspension and issue a Termination Notice. The Authority shall, within 15 days of receipt of such notice, terminate this Contract Agreement under and in accordance with Article21.1.

Notwithstanding anything to the contrary contained in this Contract Agreement, in the event that Suspension is not revoked within 60 days from the date of Suspension hereunder, the Contract Agreement shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual Contract Agreement of the Parties and all the provisions of this Contract Agreement shall apply, mutatis mutandis, to such Termination as if a Termination Notice had been issued by the Authority upon occurrence of a Contractor's Default.