



West Bengal Housing Infrastructure Development Corporation Limited
(A Govt. of West Bengal Undertaking)
HIDCOBHABAN, 35-1111, Biswa Bangla Sarani, 3rd Rotary, New Town,
Kolkata-700156 Telephone No. (033)2324-6037/38, Fax :(033)2324-3016
E-mail: info@wbhidco.in website:www.wbhidcoltd.com

Memo No:344/HIDCO/GM (E)-IV/33/RFP-02

Dated: 21.08.2026

REQUEST FOR PROPOSAL

**Selection of Artist/ Sculptor/ Agency for Designing, Supply &
Installation of 125ft. Bronze Statue of Dr. Syama Prasad
Mookerjee at Eco Park, in New Town, Kolkata.**

RFP-02 OF 2026-2027 OF GM(E)-IV, WBHIDCOLTD.

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General Manager (Engg)-IV
WB HIDCO

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or any other information subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the WB HIDCO or any of its employees or advisers, is provided to the Bidders 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 the WB HIDCO to the prospective Bidders or any other person. The purpose of this RFP is to provide interested Bidders with information that may be useful to them in the formulation of their Proposals pursuant to the RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the WB HIDCO in relation to the Services. 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 the WB HIDCO, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP 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 and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The WB HIDCO accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The WB HIDCO, its employees and advisers 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, reliability or completeness 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 in this selection process.

The WB HIDCO also accepts no liability of any nature whether resulting from negligence or otherwise however caused or arising from reliance of any Bidder upon the statements contained in this RFP.

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

The issue of this RFP does not imply that the WB HIDCO is bound to select a Bidder or to appoint the selected Consultant, as the case may be, to provide the Services. The WB HIDCO reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the WB HIDCO or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the WB HIDCO 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 Proposal, regardless of the conduct or outcome of the selection process.

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SECTION: 1

PROJECT OVERVIEW

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Background:

New Town, Kolkata is one of India's latest and fastest-growing planned new cities. The Township is strategically situated in the North eastern Fringes of Kolkata, the capital of West Bengal. On one side, it is adjacent to Salt Lake City, another planned city close to the capital city of Kolkata and on the other; it is in close proximity to the Netaji Subhash Chandra Bose International Airport in Greater Kolkata.

1.1. Project Title

Selection of Artist/ Sculptor/ Agency for Designing, Supply & Installation of 125ft. Bronze Statue of Dr. Syama Prasad Mookerjee at Eco Park, in New Town, Kolkata.

1.2. Project Overview

The Government of West Bengal has resolved to construct Dr. Syama Prasad Mookerjee Memorial Complex with 125 feet tall statue at Eco Park, Kolkata to commemorate his 125 year centenary celebration. It will act as a tourist magnet/hub for Kolkata. WB HIDCO has been appointed as the nodal agency for the project. Now WB HIDCO will engage Renowned & Reputed Artist/ Sculptor for Designing, Supply & Installation of 125ft. Bronze Sculpture of Dr. Syama Prasad Mookerjee at Eco Park, in New Town, Kolkata.

1.3. Project Objectives

The project objective for erecting and constructing the 125-foot tall statue of Dr. Syama Prasad Mookerjee—announced as a landmark initiative in West Bengal—will built for several cultural, educational, and developmental goals.

Honoring a 125th Birth Anniversary Legacy: The primary drive of the project is to commemorate the 125th birth anniversary (spanning 2025–2027) of Dr. Syama Prasad Mookerjee and the 125-foot structure physically mirrors this milestone and stands as a monumental tribute.

Recognizing National & Regional History: Dr. Syama Prasad Mookerjee was the India's first Minister for Industry and Supply, the youngest Vice-Chancellor of the University of Calcutta, and an integral leader who fought to preserve West Bengal within India during the 1947 Partition. The objective is to highlight his role in safeguarding Bengal's cultural and political identity.

Creating a Cultural Landmark & Tourism Hub: Proposed in major zones like Eco Park, New Town in Kolkata, the statue is designed to act as a major civic landmark and heritage tourism center equipped with public amenities, visitor infrastructure, and green spaces to attract national and international visitors.

Educational and Public Inspiration: The structure serves as an anchor for a broader memorial ecosystem. Alongside the statue, related initiatives (such as converting his ancestral home into a public library and

research memorial) aim to educate younger generations on his contributions to academia, governance, and national integration.

Nat1ional Symbolism: Upon completion, this will be the tallest statue of Dr. Syama Prasad Mookerjee in the country, symbolizing civilization pride, unity, and eastern India's rich political history

1.4. Project Location

Site Plan showing the proposed Site for the project is placed at **Annexure-I**. The project location is at Eco Park in New Town, Kolkata.

1.5. Project Specifications

A significant component of this national commemoration is the installation of a grand 125-foot statue of Dr. Syama Prasad Mookerjee in West Bengal as a befitting tribute to his life and legacy on his 125th Birth Anniversary.

The design of the memorial should be cognizant of and responsive to the local social-cultural ethos and belief system & remain contextual and location specific.

SCOPE OF WORK

Government of India is commemorating the 125th Birth Anniversary of Dr. Syama Prasad Mookerjee through a two-year nationwide commemoration from 06 July 2025 to 06 July 2027. A significant component of this national commemoration is the installation of a grand 125-foot statue of Dr. Syama Prasad Mookerjee in West Bengal as a befitting tribute to his life and legacy on his 125th Birth Anniversary. Accordingly, the Foundation Stone was laid by the Hon'ble Union Home Minister on 6th July 2026 at Eco Park, New Town, Kolkata. In this regard, **the specification of the design and installation of 125 feet high Bronze Statue is as following:**

S. No.	Name of Statue	Height of Statue in Feet
1	Dr. Syama Prasad Mokerjee (125ft.) Bronze Statue	125ft.

- The statue should be made of bronze, and its chemical composition should be Copper 85%, Lead 5%, Tin 5% and Zinc 5%.
- No Bronze sheet should be used.
- Bronze casting should be done by lost wax process and other processes.
- Steel framework to support the statue must be incorporated as per the necessity of specific statue concerned.
- Time period for completion of job is **8 months from the date of award of work order**.
- Specimen piece of bronze with the name of the company written on it, is to be submitted at the time of presentation.
- Photographs being uploaded in this portal/along with this bid is only for illustration purpose. Before casting the bronze statue, approval of prototype model will be mandatory.
- Statue will be hollow cast.
- Developing the art work/line drawing/drawing which can exhibit the real attribute of the concerned personality as it is documented in the books or the literature of the concerned personality.

The selected Artist /Sculptor/ Agency will carry out all planning, designing, preparation of shop drawing etc. with the concurrence of the principal architect as well as the engineer-in-charge.

The scope of work for the Design and installation of 125 Feet High Bronze Statue of Dr. Syama Prasad Mokerjee shall include, but not be limited to, the following:

1) Survey, Investigation and Planning

- Preparation of concept designs and 3D models.
- Preparation of detailed engineering drawings, shop drawings, and construction methodology.

2) Structural Design and Proof Checking

- Detailed structural analysis considering dead load, live load, wind load, seismic load, temperature effects, and dynamic response.
- Third-party proof checking and vetting from IEST/ IIT or similar reputed Institute as agreed upon by WBHIDCO.
- Wind Tunnel test of the sculpture must be done from any IEST/ IIT or similar reputed Institute as agreed upon by WBHIDCO.
- Providing approved or vetted drawing and design, load data at foundation to be handed over to principal consultant as well as WBHIDCO.

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3) Artistic Design and Sculpture Development

- Preparation of concept sketches and artistic renderings.
- Fabrication and approval of scale model and full-size clay/ thermocol model.
- 3D scanning, digital sculpting, and detailing works.

4) Bronze Statue Fabrication

- Fabrication of approximately **140 MT bronze** panels (+/- 5%) panels of thickness 8-10mm using Lost Wax Casting Process and other approved technologies.
- Bronze composition shall generally consist of:
Copper – 85%
Tin – 5%
Lead – 5%
Zinc – 5%
- Surface chasing, welding, grinding, patination/ painting and protective coating.
- Physical and Chemical properties of the Bronze material must be tested from National Accreditation Board for Testing and Calibration Laboratories (NABL) accredited test house.
- All the welding joints of the internal surfaces must be tested at site.

5) Internal Structural Framework

- Fabrication and erection of approximately **350 MT of Steel (SAIL/TISCO)** of structural framework with suitable anti-corrosion treatment in conformity of IS codal provisions.
- Provision of maintenance ladders, walkways and internal platforms with illuminations.

6) Electrical and Lightning Protection Works

- Complete earthing and lightning protection system.
- Aviation warning lights and obstruction lighting.
- Internal lighting arrangement for maintenance access.

7) Mechanical and Utility Works

- Drainage arrangements within the pedestal.
- Ventilation and access systems.
- Maintenance provisions and inspection facilities.

8) Transportation and Logistics

- Packing, loading, transportation and unloading of all materials and components from workshop to site.
- Safe storage and handling at site.

9) Erection and Installation

- Erection of internal frame structure made of **Steel (SAIL/TISCO)**.
- Installation of bronze panels for shaping sculpture body.
- Alignment, welding, bolting and finishing works for both steel structure and also bronze panels.
- Final assembly and aesthetic treatment.

10) Defect Liability and Maintenance

Comprehensive maintenance and defect liability period of **Two years** from the date of successful completion and handing over.

Time line and Mile stone Payment Schedule based on various activities

The payment for the work shall be released on milestone basis against satisfactory completion of the respective stages and certification by the Engineer-in-Charge/Competent Authority. The payment schedule shall be as follows:

Stage	Description of Milestone	Payment
Stage-I	On completion of submission and approval of concept drawings, 3D design, scale model. Time Period: Within 15 (Fifteen) days from the date of commencement.	10 %
Stage-II	On enlargement to thermocol model of the statue for approval of the Principal Architect and Engineer-in-charge. Time Period: Within 30 (Thirty) days from the date of commencement.	35 % (Less payment Already made)
Stage-III	On completion of structural design & drawing of main frame structure inside the statue and also outside statue including vetting and wind tunnel test by IEST/ IIT or similar reputed Institute as agreed by WB HIDCO and Providing approved or vetted drawing and design, load data at foundation to be handed over to principal consultant as well as WBHIDCO. Time Period: Within 45 (Forty-Five) days from the date of commencement.	45 % (Less payment Already made)
Stage-IV	On completion of not less than 25% fabrication and erection of bronze panels in accordance with approved drawings and specifications along with structural framework at site Time Period: Within 03 (Three) months from the date of commencement.	55% (Less payment Already made)
Stage-V	On completion of not less than 50% fabrication and erection of bronze panels in accordance with approved drawings and specifications along with structural framework at site. Time Period: Within 05 (Five) months from the date of commencement.	65% (Less payment Already made)
Stage-VI	On completion of not less than 100% fabrication and erection of bronze panels in accordance with approved drawings and specifications along with structural framework at site. Time Period: Within 06 (Six) months from the date of commencement.	80% (Less payment Already made)
Stage-VII	On completion of 100 % erection and installation of the complete statue including bronze panels, internal access systems, lightning protection and suitable covering arrangement till unveiling of the statue and allied works. Time Period: Within 07 (Seven) months from the date of commencement.	90 % (Less payment Already made)

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Stage-VIII	On successful testing, commissioning, submission of as-built drawings, operation & maintenance manuals, handing over of the project in all respects and completion of defect rectification, if any. Time Period: Within 08 (Eight) months from the date of commencement	100 % (Less payment Already made)
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The above payments shall be released subject to verification and certification by the Principal Consultant and Engineer-in-Charge/ Competent Authority and after deduction of statutory recoveries as applicable. The Artist/ Sculptor shall submit Running Account Bills (RA Bills) along with supporting documents and progress reports for release of stage payments. The payments will be released within 30 days from verification and certification of the bills.

No escalation shall be payable except as provided in the Contract Agreement. Retention money, Performance Security, and statutory deductions shall be governed in accordance with the provisions of the Contract.

The Artist/ Sculptor will have to bear the cost of air travel and boarding and lodging at hotel for maximum 3 persons for minimum 3 days and 2 nights for any inspection of work or verification and certification of bills other than project site.

TEAMING ARRANGEMENT BY THE BIDDER (KEY PERSONNEL)

- The Bidder shall be a reputed and experienced organization possessing adequate technical expertise, infrastructure, skilled manpower, machinery, and financial capability for execution of monumental statue projects.
- The Bidder shall have demonstrated experience in conceptualization, artistic development, digital sculpting, engineering, fabrication, casting, transportation, erection, installation, and commissioning of large-scale statues and monuments in Bronze, or equivalent materials.
- The Bidder shall possess in-house or associated facilities and technical capabilities for the following:
 - a) Preparation of concept designs, 3D digital models, scale models, and full-size clay models.
 - b) Digital sculpting, reverse engineering, and 3D scanning technologies.
 - c) Operation of CNC Router Machines and 3D Printing facilities for model development and pattern making.
 - d) Foundry facilities equipped with Electric Furnaces and ancillary equipment for bronze casting and metal processing.
 - e) Availability of qualified and experienced personnel comprising sculptors, artists, architects, structural engineers, electrical engineers, project managers, quality assurance engineers, and safety professionals.

Sl. No.	Key Personnel	Minimum Qualification	Experience	No. of Personnel
1	Team Leader	Graduate	15 Years	1
2	Artist Head	Degree in Arts	5 Years	1
3	3D Designer & Technician	Degree in Graphics / Diploma Holder in Graphics	5 Years for Degree Holder / 10 years for Diploma Holder	1
4	Moulder	Technician certificate	5 years	1
5	Foundry Technician	Technician certificate	5 years	1
6	Structural Engineer	Masters in Structures	10 Years	1

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SECTION: 2

LETTER OF INVITATION

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Name of the Assignment: Selection of Artist/ Sculptor/ Agency for Designing, Supply & Installation of 125ft. Bronze Statue of Dr. Syama Prasad Mookerjee at Eco Park, in New Town, Kolkata.

1. This is an e-tendering process by the WB HIDCO Ltd. The proposal must be submitted online only. In online mode, the electronic files are to be uploaded to the tender portal www.wbtenders.gov.in
2. The Proposal online in two parts. The two parts of the proposal shall be as follows: -

PART 1: TECHNICAL PROPOSAL

PART 2: FINANCIAL PROPOSAL

The proposals shall be evaluated according to the evaluation criteria mentioned in the RFP prior to opening the financial proposal.

3. The two parts of the Proposal (Technical proposal and Financial proposal) must be submitted online, with all pages numbered serially and an index of submission. The Financial Proposal must be submitted online only. Submission in any other form shall not be acceptable. In the event any of the instructions mentioned herein have not been adhered to, the WB HIDCO may reject the Proposal.
4. The proposal, complete in all respect as specified in the RFP Document, shall be submitted along with a bid processing fee of **Rs. 15000/- (Rupees Fifteen Thousand)** only in the form of Demand Draft drawn in favour of **WBHIDCO Ltd.** payable at Kolkata through **offline mode only**. The Bid Processing Fee shall be paid by the selected agency at the time of agreement.
5. The bidder shall also submit an Initial **Earnest Money Deposit (EMD) of Rs. 50,00,000.00 (Rupees Fifty Lakh) Only in favour of WB HIDCO Ltd.** through online mode at the time of submission of the RFP/Tender. The successful bidder shall deposit the balance amount of the Earnest Money so that the total **EMD equals 2% of the accepted quoted amount**, in the form of a Demand Draft (DD) drawn in favour of **WB HIDCO Ltd.**, payable at Kolkata, at the time of execution of the agreement. Failure to submit the Initial EMD in the prescribed manner shall render the bid liable for rejection.
6. The Bidder must possess compatible Digital Signature Certificate (DSC) of Class-II or Class-III.
7. Physical proposals will not be accepted, as the applicant must submit the proposal through online mode within the stipulated date and time as mentioned in the RFP.
8. The last date and time for submission of proposal, complete in all respects, on the tender portal, is as per the Bidder Data Sheet, and the date of opening of the technical proposal is as mentioned in the Data Sheet, which will be done in the presence of the bidder's representative at the specified address as mentioned in the Bidder Data Sheet (Sl. no.15). Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.
9. This RFP includes following sections:
 - a) Letter of Invitation [Section – 1]
 - b) Information to the Bidder [Section – 2]
 - c) Terms of Reference [Section – 3]
 - d) Technical Proposal Submission Forms [Section – 4]
 - e) Financial Proposal Submission Forms [Section –5]
 - f) Annexures [Section –6]
 - Bid Submission Checklist
 - Performance Bank Guarantee Format
 - g) Standard Form of Contract [Section –7]

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10. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the WB HIDCO's knowledge, the WB HIDCO holds no responsibility for the accuracy of information, and it is the responsibility of the bidder to check the validity of information / data included in this RFP. The WB HIDCO reserves the right to accept/reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

DATA SHEET

Sl. No.	Particulars	Details
1.	Name of the Client	WB HIDCO Ltd.
2.	Method of Selection	Combine Quality & Cost Based Selection (CQCBS)
3.	Proposal Validity	180 Days
4.	Bid Processing Fee (Non- Refundable)	Rs 15000.00 (Rupees Fifteen Thousand Only) in the form of DD in favour of WB HIDCO Ltd. for 4 (Four) set each. Payable at Kolkata through offline mode only will be paid by the selected agency during making agreement.
5.	Earnest Money Deposit (EMD)	All bidders have to submit EMD along with their bid proposal. Total Earnest Money @ 2% of the Quoted amount. Initial Earnest Money Rs. 50,00,000.00 (Rupees Fifty Lakh) only in favour of WB HIDCO Ltd. through online mode during submission of this RFP / Tender. Balance covering 2% will be paid by the selected agency during making agreement in the form of demand draft (DD) in favour of WB HIDCO Ltd. Payable at Kolkata.
6.	Contact Person	General Manager (Engg)-IV, WBHIDCO Telephone No: 033-2324-6014 E-mail-habibur.rahaman@wbhidco.in

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Schedule of Dates:

Sl. No.	Particulars	Date & Time
1	Date of uploading of R.F.P & other Documents(online)	21.08.2026 at 06:55 PM
2	Documents download / sell start date (Online) by the bidders.	21.08.2026 at 06:55 PM
3	Deadline for submission of Pre-Bid queries. [Pre-bid queries to be submitted through official e-mail of GM(E)-IV only (Ref: Sl. No.-6 of Data Sheet)]	24.08.2026 Upto 04:00 PM
4	Pre-Bid meeting	25.08.2026 at 12:00 Noon at Conference Hall of HIDCO BHABAN (3 rd Floor) through VC or physical presence.
5	Uploading of Pre-bid queries.	27.08.2026 at 06:00 PM
6	Bid submission start date	28.08.2026 from 10:00 AM
7	Documents download / sell end date (Online)	09.09.2026 upto 04:00 PM
8	Bid Submission closing (Online)	09.09.2026 upto 04:00 PM
9	Bid opening date for Technical Proposals (Online)	11.09.2026 at 04:00 PM
10	Uploading the list of technically qualified bidder who will give presentation before the expert committee.	14.09.2026 at 04:00 PM
10	Date of presentation of the technical proposal before the ex-part committee.	18.09.2026 at 12:00 Noon at Conference Hall of HIDCO BHABAN (3 rd Floor)
11	List of qualified bidder with marks after evaluation of technical bids	21.09.2026 at 03:00 PM
12	Date for opening of Financial Proposal(Online)	Will be intimated later
13	Final Selection	Will be intimated later

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SECTION: 3

INFORMATION TO BIDDERS

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1. Pre-Qualification Criteria

Before opening and evaluation of the technical proposals, each bidder will be assessed based on the following pre-qualification criteria. The bidder is required to produce copies of the required supportive documents/information as part of their technical proposal failing which the proposals will be rejected. The RFP is the technical proposal / bid and financial proposal / bid will be considered only for the bidders who will qualify the Pre-Qualification Criteria.

2. The Bidder shall be a reputed and experienced organization possessing adequate technical expertise, infrastructure, skilled manpower, machinery, and financial capability for execution of monumental statue projects in house in their own studio/premises having casting facilities/ foundry.
3. The Bidder shall have demonstrated experience in conceptualization, artistic development, digital sculpting, engineering, fabrication, casting, transportation, erection, installation, and commissioning of large-scale statues and monuments in Bronze, or equivalent materials.
4. The Bidder shall possess in-house or associated facilities and technical capabilities for the following: Preparation of concept designs, 3D digital models, scale models, and full-size clay/ thermocol models.
 - a) *Digital sculpting, reverse engineering, and 3D scanning technologies.*
 - b) *Operation of CNC Router Machines and 3D Printing facilities for model development and pattern making.*
 - c) *Foundry facilities equipped with Electric Furnaces and ancillary equipment for bronze casting and metal processing.*
 - d) *Availability of qualified and experienced personnel comprising sculptors, artists, architects, structural engineers, electrical engineers, project managers, quality assurance engineers, and safety professionals.*
 - e) *Capability for preparation of Detailed Project Reports (DPR), structural calculations, fabrication drawings, shop drawings, erection drawings, and as-built drawings.*
 - f) *Experience in execution of statues of minimum 50 feet in height.*
 - g) *Access to recognized structural consultants and capability to obtain third-party proof checking and structural vetting from IEST, IIT or similar Institute as agreed upon by WBHIDCO.*
 - h) *Adequate manufacturing facilities, quality control systems, testing equipment, and material handling infrastructure necessary for execution of the works.*
 - i) *The Bidder shall possess valid registrations under GST, PAN, EPFO, ESIC and other statutory registrations as applicable.*
 - j) *The Bidder shall have successfully executed Government, Smart City, Development Authority, Tourism, Cultural, Heritage, or Religious projects of similar nature and complexity.*
 - k) *The Bidder shall possess adequate resources and capability to provide operation, maintenance, and defect liability services during the prescribed period after completion of the project.*

S. No	Eligibility Criteria	Supportive Documents
1	The bidder must have experience of a similar assignment* in the last Ten (10) years preceding the proposal due date, in Central Govt/State Govt/PSUs or Private Agency.	Past Experience Details (Tech – 5)
2	The Bidder should have an average minimum Turnover of Rs. 30 Crore during the last three (3) Financial Years ending 31 st March 2025. In case of JV at least one of the Partner shall have minimum average annual turnover of Rs. 30 Crore and the other partner or Partners must have profitable balance sheet during the last three (3) financial years ending 31 st March 2025.	Financial Details of the Bidder (Tech – 3)
3	The Bidder should have at least Ten (10) years of experience in the field of design and installation of Statue/ Sculptor works. In case of Joint Venture firms, the bidder/JV must produce that any of them having a credential of Completed Steel structural work for a statue or monument having a minimum height of 50 feet and also any of them has successful completed a statue made of Bronze material of minimum height 50 ft during the last 10 (ten) years.	Copy of Certificate of Incorporation / Registration under Companies Act 1956/2013. Documentary proof for business operation in India
4.	Bidder shall furnish an affirmative statement as to the existence of any potential conflict of interest on the part of the bidder due to prior, current, or proposed agreements, engagements, or affiliations with the WB HIDCO.	Self-Declaration from the Bidder as per the format (Tech -6)
5.	The bidders shall submit a Power of Attorney in Favour of the bidder's representative	Copy of power of attorney

The joint ventures are allowed of maximum 3 (three) companies having relevant experience to participate in the bidding for this work, but no consortiums are allowed to participate in the bidding of this construction work.

- The bidders are required to confirm that the Similar Works completed during the last 10 years have been executed by them independently and not executed through another Company on a back-to- back basis.
- The Completion Certificates for satisfactorily completed Similar Works should be issued by an Officer/ Authority not below the rank of Executive Engineer or above. The certificate should include the project's value, and the year of completion.

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Definition of Similar assignment*:

Similar assignment means similar works of Design, and installation of minimum 50 feet height statue in bronze material with an internal Steel Structure successfully completion in last Ten (10) years.

Successfully completed Similar Works” shall mean Completion of the project for which the services of design and installation of statue have been rendered/ executed.

In case of Joint Venture firms, the lead member must have the credential of successfully completed a statue made of Bronze material of minimum height 50 ft during the last 10 (ten) years and all members must have successfully completed Steel structural work for a minimum height of 50 feet.

Note: The past experience in similar nature of work should be supported by certificates issued by the client organisation with officer equivalent of Executive Engineer or above. In case the work experience is from the Private sector, the completion certificate shall be supported with copies of the Letter of Award/ Contract Agreement and Corresponding TDS Certificates. Value of work will be considered commensurate with the value of TDS Certificates.

1.1 Annual Turnover:

All the bidder should have a profitable turn over the last three (03) audited financial years, i.e., **FY 2022-23, 2023-24, and 2024-25. The bidder is required to submit the information in Tech-3. In case of Joint Venture at least one of the Partner shall have minimum average annual turnover of Rs. 30 Crore and the other partner or Partners must have profitable balance sheet during the last three (3) financial years ending 31st March 2025.**

1.2 Profit/Loss Statement:

The applicant should not have incurred any loss during the immediate last three (03) consecutive financial years, duly certified by a Chartered Accountant.

1.3 Technical capability:

The Technical bids of those bidders who meet the Eligibility Criteria will only be evaluated.

2. Documents / Formats need to be submitted along with TECHNICAL PROPOSAL:

The bidders have to furnish the following documents duly signed along with their Technical Proposal:

- Filled in Bid Submission Check List in Original (**Annexure-I**).
- Covering letter (**TECH- 1**) on bidder's letterhead requesting to participate in the selection process.
- Bid Processing Fee & Earnest Money Deposit (**EMD**).
- Copy of Certificate of Incorporation/ Registration or partnership deed or any other relevant Document.
- Copy of PAN
- Copy of Goods and Services Tax Registration Certificate (Form GST Reg-06)
- Copies of IT Return for the last three financial years (**FY 2024-25, 2023-24, 2022-23**)
- General Details of the Bidder (**TECH – 2**) along with **TECH- 2A, TECH – 2B**
- Financial Details of the bidder (**TECH – 3**) along with all the supportive documents as applicable duly signed as per the instruction
- Power of Attorney (**TECH – 4**) in favour of the person signing the bid on behalf of the bidder.

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- List of completed assignments of similar nature (**Past Experience details, TECH – 5**) along with copies of contracts/work orders with completion certificates from WB HIDCOs.
- Affidavit regarding Conflict of Interest (**TECH - 6**)
- Description of Approach & Methodology to undertake the assignment (**TECH - 7**)
- CV of Key Personnel (**TECH - 8**)
- Proposed work plan to carry out the assignment (**TECH - 9**)
- No Relation Certificate with the department in standard format.
- Undertaking for not having been blacklisted by any Central / State Government / Any other Autonomous Bodies/ International & National Organization in the last three (3) years from the bid submission due date.
- Declaration of No involvement in any legal conflicts or any pending legal issues with the WB HIDCO during last 3 years from the date of Bid submission due date. (on the letterhead of the bidder)

Bidders should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above may lead to rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions and other important information as mentioned in the RFP Document. The proposal must be complete in all respect, indexed. Each page should be numbered and signed by the authorized representative. No hard copy is to be submitted.

3. **Earnest Money Deposit:**

The EMD of unsuccessful bidders shall be refunded after the finalization of selection process and award of contract. The EMD will be converted into Security Deposit (S.D.). The EMD and SD will be released after successful completion of the project. Total SD will be 10% out of which 8% will be deducted from the RA bill or may be allowed against submission of unconditional and recoverable Bank Guarantee of equivalent amount valid upto defect liability period from any scheduled bank in favour of WBHIDCO Ltd. Payable at Kolkata.

The EMD will be forfeited on account of the following reasons:

Bidders withdraw its proposal during the bid validity period as specified in RFP:

- (-) Bidder does not respond to requests for clarification of its proposal.
- (-) Bidders fails to provide required information during the evaluation process or is found to be non-responsive or has submitted false information in support of its qualification.

If the bidder fails to:

- (-) Provide any clarification to the WB HIDCO
- (-) Agrees to the decision of the contract negotiation meeting.
- (-) Sign the contract with the prescribed time period.
- (-) Furnish required Performance Bank Guarantee in time.
- (-) Any other Circumstances which hold the interests of the WB HIDCO during the overall selection process.

4. **Validity of the Proposal:**

Proposals shall remain valid for a period of **180 (One Hundred and Eighty)** days from the date of opening of the technical proposal. The WB HIDCO reserves the right to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

Seal and Signature of the Tenderer.

General Manager (Engg)-IV
WB HIDCO

5. Pre-Proposal Queries / Pre-Proposal Meeting:

Bidders are allowed to submit their queries in respect of the RFP and other details if any to **WBHIDCO** through e-mail at **habibur.rahaman@wbhidco.in** till the timeline as per Data Sheet. Clarifications to the above will be either uploaded on the tender portal of the Government of West Bengal www.wbtenders.gov.in or clarified through email to the respective bidders for the purpose of preparation of proposal.

Pre-proposal meeting will be held through VC as per the schedule mentioned in Bidder Data Sheet. The bidders will have to ensure that their queries for pre-proposal meeting should reach one day before the pre-proposal meeting to the **point of contact: General Manager (Engg.)-IV, WBHIDCO.**

6. Preparation and Submission of Proposal:

- (i) Detail RFP may be downloaded from www.wbtenders.gov.in and the application should be submitted online only.
- (ii) The following shall be the form of various documents in the Application.

A. Only Electronic Form (to be uploaded on the Tender Portal)

- (a) Technical proposal as per format prescribed in SECTION-4 of RFP including documents.
- (b) Financial proposal in the Excel format template uploaded by the Authority for the assignment based on SECTION-5 of RFP.
- (iii) The Applicant shall upload scanned copies of the Technical Proposal as specified in Clause 7(ii)A(a) above on the Tender Portal before the Proposal Submission due date & time as specified in Data Sheet. Financial Proposal as specified in clause 7(ii)A(b) is to be submitted online only & **no hard copy is to be submitted.**
- (iv) It may be noted that the scanned copies can be prepared in PDF file format for Technical Proposal and in Excel format for Financial Proposal, uploaded by the Authority in the designated locations.
- (v) Each page of the two parts should be page numbered and in conformation to the eligibility qualifications and clearly indicated using an index page. The WB HIDCO will not consider any proposal that arrives after the deadline as prescribed in the Bidder Data Sheet. Any Proposal received after the deadline will be out rightly rejected by the WB HIDCO.

Any deviation from the prescribed procedures / information / formats / conditions shall result in out-right rejection of the proposal. All the pages of the proposal have to be sealed and signed by the authorized representative of the bidder. Bids with any conditional offer shall be out rightly rejected.

7. Opening of the proposal:

- (i) Completed proposal must be submitted online on or before the time and date stated in the Data Sheet.
- (ii) Opening of Proposals will be done through online.
- (iii) For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.

(iv) The Financial Proposal 7 (ii) A (b) will be opened for the shortlisted applicants who qualify for financial opening as per RFP. The date of opening of the Financial Proposal will be notified later.

7.1 JOINT VENTURE

Joint Ventures are allowed but consortium is not allowed.

A joint venture of maximum 3 nos. / firms having relevant experience can also apply. The Lead firm of joint venture should have registered office in India and must have past experience in making of similar sculpture made of bronze material upto a minimum height of 50 ft.

Conflicting association: A firm shall submit only one proposal, either individually or as a Joint Venture (JV) partner in another proposal. If a firm, including a joint venture partner, submits or participates in more than one proposal, all such proposals shall be disqualified.

In case of a JV, all members of the JV shall sign the contract and shall be jointly and separately liable for the entire assignment.

8. Evaluation of Proposal

A Three-stage evaluation process will be conducted as explained below for evaluation of the proposals:

PRELIMINARY EVALUATION (1ST STAGE): Preliminary evaluation of the proposals will be done to determine whether the proposal comply with the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Submission of following documents / information will be verified:

Filled in Bid Submission **Check List** in Original (**Annexure-I**).

- Covering letter (TECH– 1) on bidder’s letterhead requesting to participate in the selection process.
- Bid Processing Fee & Earnest Money Deposit (EMD).
- Copy of Certificate of Incorporation/ Registration or partnership deed or any other relevant document
- Copy of PAN
- Copy of Goods and Services Tax Registration Certificate (Form GST Reg-06)
- Copies of IT Return for the last three financial years (**FY 2024-25, 2023-24, 2022-23**)
- General Details of the Bidder (TECH – 2).
- Financial Details of the bidder (TECH – 3) along with all the supportive documents as applicable duly signed as per the instruction
- Power of Attorney (TECH – 4) in favour of the person signing the bid on behalf of the bidder.
- List of completed assignments of similar nature (Past Experience details, TECH – 5) along with copies of contracts/work orders with completion certificates from WB HIDCOs.
- Affidavit regarding Conflict of Interest (TECH - 6)
- Description of Approach & Methodology to undertake the assignment (TECH - 7)
- CV of Key Personnel (TECH - 8)

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General Manager (Engg)-IV
WB HIDCO

- Proposed work plan to carry out the assignment (TECH - 9)
 - No Relation Certificate with the department in standard format
 - Undertaking for not having been blacklisted by any Central / State Government / Any other Autonomous Bodies/ International & National Organization in the last three (3) years from the bid submission due date.
 - Declaration of No involvement in any legal conflicts or any pending legal issues with the WB HIDCO during last 3 years from the date of Bid submission due date. (on the letterhead of the bidder).
- * Bids not complying with any of the above requirement will be out rightly rejected at the discretion of the WB HIDCO's authority.***

TECHNICAL EVALUATION (2ND STAGE): Technical proposal will be opened and evaluated for those bidders who qualify the preliminary evaluation stage. Detailed evaluation process as per the following parameters will be adopted for evaluation of the proposals		
Sl. No	Bid Evaluation Parameters	Total Maximum Marks
1	Minimum Eligibility of consultant relevant to the assignment	Mandatory
1.a	The Bidder incl. all members in case of JV shall be a Company, LLP, Partnership or Proprietorship Firm established for at least ten (10) years as on the last date of submission of the bid.	Mandatory
1.b	The Bidder should have an average minimum Turnover of Rs. 30 Crore during the last three (3) Financial Years ending 31 st March 2025. In case of JV at least one of the Partner shall have minimum average annual turnover of Rs. 30 Crore and the other partner or Partners must have profitable balance sheet during the last three (3) financial years ending 31 st March 2025.	Mandatory
1.c	The bidder must have experience of a similar assignment* in the last Ten (10) years preceding the proposal due date, in Central Govt/State Govt/PSUs or Private Agency. In case of JV, the lead member should fulfil this criteria.	Mandatory
2	Specific experience of consultant relevant to the assignment	20
2.a	The bidder/ lead member of JV must have experience of Successfully completed One (1) statue of minimum 50 feet height statue in the last Ten (10) years preceding the proposal due date – 5 Marks	20
2.b	The bidder/ lead member of JV must have experience of Successfully completed One (1) statue of minimum 50 feet height statue in the last Ten (10) years preceding the proposal due date – 10 Marks	
2.c	The bidder/ lead member of JV must have experience of Successfully completed One (1) statue of minimum 60 feet height statue in the last Ten (10) years preceding the proposal due date – 15 Marks	
2.d	The bidder/ lead member of JV must have experience of Successfully completed Two (2) statue of minimum 60 feet height statue in the last Ten (10) years preceding the proposal due date – 20 Marks	
3	Average annual turnover for three years:	10
3.a	30 Cr. – 40 Cr. – 5 Marks	
3.b	40 Cr. or above – 10 Marks	

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4	Qualification and relevant experience of key staff:	10
4.a	Team Leader	3
4.b	Artist Head	2
4.c	Structural Engineer	2
4.d	3D Designer & Technician	1
4.e	Moulder	1
4.f	Foundry Technician	1
5	Adequacy of the proposed 'Approach and Methodology' and work plan - To be submitted in Technical Proposal	30
5.a	Understanding of Scope, Objectives and Completeness of response	5
5.b	Description of Approach & Methodology	5
5.c	Concept Design of the Statue with presentation of 3D digital and physical model of Dr. Syama Prasad Mookerjee made of any light weight material of 18" to 24" in size (Height).	20
	Total (Maximum Marks)	70

FINANCIAL EVALUATION (3RD STAGE): The financial proposals of the bidders qualifying the technical evaluation (2nd Stage) only shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting.

9. Evaluation Process:

Selection of Bidder for Award of Work: Combined Quality and Cost Based Selection (CQCBS) method will be followed during the overall process. Selection of Bidder for Award of Work. The Final Selection of the Bidder for the award of work will be based on the scores secured in the technical bid and the Price quoted in the Financial Bid as detailed below:

- 1) During evaluation, a score is assigned out of the maximum 70 marks to each of the responsive bids as per the scheme laid out in the RFP. **The total score obtained by the bidder in the technical evaluation shall be the technical score (Ts) of the bidder.**
- 2) *Opening of Financial Proposal*

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Financial proposals are then opened for only eligible and responsive offers and are also given a cost-score based on relative ranking of prices, with 100 for the lowest and pro-rated lower marks for higher priced offers.

Financial Score: The financial scores of all proposals will be computed as follows:

$$Fs = 0.30 \times 100 \times FM1 / F1$$

(Fs=Financial Score of the bidder, FM1= Lowest financial quote; F1= Amount of Financial Proposal as quoted by the bidder)

$$\frac{0.20 \times \text{Amount quoted by the Lowest Bidder}}{\text{Amount quoted by the Bidder}} \times 100$$

3) *Combined and Final Evaluation*

Proposals will finally be ranked according to their combined Score (S) calculated based on technical (Ts) and financial (Fs) scores as follows:

$$\text{Composite Score} = \text{Technical Scores (Ts)} + \text{Financial Scores (Fs)}$$

The Selected Applicant shall be the First Ranked Applicant (having the highest combined score). The Second and third Ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws or fails to comply with the requirements specified in the RFP document.

The bidder shall quote financial charges as a lump sum cost as the consultancy fee. The CEC (Consultant Evaluation Committee) will correct any computational errors. When correcting computational errors, in case of a discrepancy between the partial amount and the total amount, or between words and figures the former will prevail. All required items must be priced accordingly in the financial bid.

For the purpose of evaluation, the quoted amount by the bidder shall be inclusive of all taxes & duties (except GST which shall be paid extra at prevalent rates by the WB HIDCO).

10. Taxes and duties:

10.1. The Consultant shall ensure payment of appropriate tax on the supplies made under the contract. The Consultant shall take registration under the applicable enactment levying tax on supply of goods or services under the contract and issue invoice having all the particulars prescribed under the applicable provisions of the law, including description of goods/ services, rate and amount of tax paid or payable on the supplies made under the contract. The Consultant shall comply with all applicable provision of Goods and Service Tax (GST) levied by Union Government and State Governments (CGST, UTGST, SGST and IGST). The Consultant shall get himself registered and discharge his obligations for payment of taxes, filing of returns etc. under the appropriate provisions of law in respect of all the tax, duties, levies, cess, etc. WBHIDCO would have right to seek necessary evidence that the Consultant is registered under the law and duly discharging its obligations under the tax law.

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10.2. In case any law requires WBHIDCO to pay tax on the contract price on reverse charge basis, the amount of tax deposited by WBHIDCO would be considered as paid to the Consultant and, accordingly, the price payable to the Consultant would stand reduced to that extent.

10.3. Stamp duty and registration charges, if any, payable on the executed contract document, shall be borne by the Consultant.

10.4. Tax deduction at source, if any, shall be made by WBHIDCO as per law applicable from time to time from the amount payable to the Consultant.

10.5. The consultant has to register himself in GST Act as per applicable law and submit the details as per.

11. Approval Criteria:

The bidder with the highest Composite Score shall be declared as 'Successful Bidder'

12. The employer reserves the right, without being liable for any damages or obligation to inform the applicant to:

- (a) Amend the scope and value of the Contract.
- (b) Reject any or all the applications without assigning any reason.
- (c) Negotiate the fees with any bidder as required in the interest of the WB HIDCO.

12.1. Any effort on the part of the applicant or his agent to exercise influence or to pressurize the employer would result in rejection of his application to qualify. Canvassing of any kind is prohibited.

12.2. The application should be typewritten. The applicant should sign each page of the application.

12.3. Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialling, dating and rewriting. Pages of the eligibility criteria document are numbered.

WBHIDCO reserves the right to accept or reject any Offer or extend the date of submission of the Offers or cancel any or all the EOI(s) or this whole EOI process without assigning any reason whatsoever.

13. Award of Contract:

After successful completion of the bidding process the selected agency will be awarded.

14. Conflict of Interest:

Conflict of interest exists in the event of:

- (i). Conflicting assignments, typically monitoring and evaluation of the same project by the empanelled bidder;
- (ii). Consultants, agencies or institutions (individuals or organizations) who have a business or family relation with the WB HIDCO directly or indirectly; and
- (iii). Practices prohibited under the anti-corruption policy of the Government of India and Government of West Bengal. The bidders are to be careful so as not to give rise to a situation where there will be any conflict of interest with the WB HIDCO as this would amount to their disqualification and breach of contract.

15. Disclosure:

- a) Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract.
- a.1 Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency, or the financial standing of the Bidder, including but not limited to the appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- b) Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
 - b.1 a criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct;
 - b.2 corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;
 - b.3 failure to fulfil any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

16. Anti-corruption Measure:

- (i). Any effort by Bidder(s) to influence the WB HIDCO in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.
- (ii). A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the WB HIDCO shall blacklist the bidder either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

17. Language of Proposals:

The proposal and all related correspondence exchanged between the bidder and the WB HIDCO shall be written in the English language. Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English with self-certification for accuracy, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

18. Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its proposal. The WB HIDCO shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. A bidder is not allowed to submit more than one proposal under the selection process. Alternate bids are also not allowed.

19. Legal Jurisdiction:

All legal disputes are subject to the jurisdiction of civil court of Kolkata only within Kolkata.

20. Governing Law and Penalty Clause:

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages and thereafter the WB HIDCO holds the option for cancellation of the contract for pending activities and completes the same from any other agency. The WB HIDCO may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the WB HIDCO and the bidder under this contract will be governed by the prevailing laws of Government of India / Government of West Bengal. Failure on bidder's part to furnish the deliverables as per the agreed timeline / milestone will enforce a penalty **@ 1% per week of subject to maximum of 10% of the total contract value**. The amount will be deducted from the subsequent payment. In addition, the PBG amount may also be forfeited. The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the bidder shall be final. In such situations, the firm will be debarred from participation in future bids of this organization /department for next five years from the date of this occurrence and notifications.

21. Confidentiality:

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any Consultant of confidential information related to the process may result in rejection of its proposal and may be subject to the provisions of the WB HIDCO's antifraud and corruption policy. During the execution of the assignment except with prior written consent of the WB HIDCO, the consultant or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

22. Amendment of the RFP Document:

At any time before submission of proposals, the WB HIDCO may amend the RFP by issuing an addendum at <https://wbtenders.gov.in> any such addendum will be binding on all the bidders. To give bidders reasonable time in which to take an addendum into account in preparing their proposals, the WB HIDCO may, at its discretion, extend the deadline for the submission of the proposals.

23. WB HIDCO's right to accept any proposal and to reject any or all proposal(s):

The WB HIDCO reserves the right to accept or reject any proposal, and to annul or amend the bidding / selection / evaluation process and reject all proposals at any time prior to award of contract award, without assigning any reason thereof and thereby incurring any liability to the bidders.

24. Copyright, Patents and Other Proprietary Rights:

WBHIDCO shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At the WB HIDCO's request, the Consultant shall take all necessary steps to submit them to the WB HIDCO in compliance with the requirements of the contract.

25. Force Majeure:

For purpose of this clause, “Force Majeure” means an event beyond the control of the agency and not involving the agency’s fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the agency, which prevents or delays the execution of the order by the agency. If a force Majeure situation arises, the agency shall promptly notify WB HIDCO in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the WB HIDCO in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The agency shall advise WB HIDCO in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, WB HIDCO reserves the right to cancel the contract without any obligation to compensate the agency in any manner for any reason.

26. Settlement of Dispute:

In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

27. Disqualification of Proposal:

The proposal is liable to be disqualified in the following cases as listed below:

- Proposal submitted without Bid Processing Fee & EMD, as applicable
- Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP
- During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices
- Proposal is received in incomplete form after due date and time for submission of bid.
- Proposal is not accompanied by all the requisite documents / information.
- A commercial bid submitted with assumptions, conditions or uncertainty.
- Bids with any conditional technical and financial offer.
- If the bidder provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest / best value.
- Proposal is not properly sealed or signed.
- Proposal is not conforming to the requirement of the scope of the work of the assignment.
- Bidder tries to influence the proposal evaluation process by unlawful/corrupt/ fraudulent means at any point of time during the bid process.
- If, any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, and clarifications provided by the bidder), excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid.

- Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices.
- Any other condition/situation which holds the paramount interest of the WB HIDCO during the overall section process.

28. Liability:

The Liability of the selected agency under this agreement in any case shall not be beyond the amount of fees payable to the selected agency under this agreement.

29. Indemnity:

The Agency at all times during the pendency of this agreement, keep the Government/ Authority Indemnified to an amount not exceeding the total fees payable to the agency under this agreement

SECTION: 4

TECHNICAL PROPOSAL SUBMISSION FORM

Seal and Signature of the Tenderer.

General Manager (Engg)-IV
WB HIDCO

TECH -1
COVERING LETTER
(ON BIDDER'S LETTERHEAD)

[Location, Date]

To,
The GM Engineer-IV,
WB HIDCO

Subject: Selection of Artist/ Sculptor/ Agency for Designing, Supply & Installation of
125ft. Bronze Statue of Dr. Syama Prasad Mookerjee at Eco Park, in New Town,
Kolkata.

Dear Sir,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Request for Proposal No. Dated: . I hereby submit the proposal which includes this technical proposal. Our proposal will be valid for acceptance up to **180 Days** and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

All the information and statements made in this technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations are held during the period of validity of the proposal, I undertake to negotiate on the basis of the proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

I have examined all the information as provided in your Request for Proposal (RFP) and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs. In case, any provisions of this RFP/ ToR including of our technical & financial proposal is found to be deviated, then your organization / department shall have rights to reject our proposal including forfeiture of the Earnest Money Deposit absolutely. I confirm that, I have the authority to submit the proposal and to clarify any details on its behalf.

I understand you are not bound to accept any proposal you receive. I remain,

Yours faithfully,

Authorized Signatory with Date and Seal:

Name and Designation: _____

Address of

TECH – 2**BIDDER'S ORGANIZATION (GENERAL DETAIL)****(In case of JV both the lead firm and other partner firms to be submitted separately)**

Sl. No.	Description	Particulars
1	Name of the Firm	
2	Address for communication: Tel : Fax: Email id:	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No. : Email id :	
4	Registration / Incorporation Details Registration No: Date & Year. :	
5	Local office in Kolkata If Yes, Please furnish contact details	
6	Bid Processing Fee Details Amount: Online reference No. : Date: Name of the Bank	
7	EMD Details Amount: Online reference No. : Date: Name of the Bank:	

 Seal and Signature of the Tenderer.

 General Manager (Engg)-IV
WB HIDCO

8	PAN Number	
9	Goods and Services Tax Identification Number (GSTIN)	
10	Willing to carry out assignments as per the scope of work of the RFP	YES
11	Willing to carry out assignments as per the scope of work of the RFP	YES

Authorized Signatory [*In full and initials*]:

Name and Designation with Date and Seal:

Seal and Signature of the Tenderer.

General Manager (Engg)-IV
WB HIDCO

TECH – 3**BIDDER ORGANIZATION (FINANCIAL DETAILS)****(In case of JV both the lead firm and other partner firms to be submitted separately)****(INR in Cr)**

Sr. No.	Financial Years	Turnover of the bidder only (in Cr.)	Average Annual Turnover of Last 3 Years
1	2024 – 25		
2	2023 – 24		
3	2022 – 23		

Supporting Documents:

Audited certified financial statements for the last Three FYs (preceding the financial year in which the proposal is due) (Submission of copies of Income & Profit/Loss and Balance Sheet for the respective financial years is mandatory along with this form)

Filled in information in this format must have to be jointly certified and sealed by the CA(along with UDIN) and the authorized representative of the bidder and to be furnished scan copy along with the technical proposal failing which the proposal will be out rightly rejected.

Signature and Seal of the Chartered Accountant with UDIN***Authorized Signatory [In full initials with Date and Seal]:***

 Seal and Signature of the Tenderer.

 General Manager (Engg)-IV
WB HIDCO

TECH - 4

FORMAT FOR POWER OF ATTORNEY

(On Bidder's Letter Head)

(For JV please submit by filling the attached form mentioned as 'Appendix-B')

I, _ , the (Designation) of (Name of the Organization) in witness whereof certify that <Name of person> is authorized to execute the attorney on behalf of <Name of Organization>, <Designation of the person> of the company acting for and on behalf of the company under the authority conferred by the <Notification / Authority order no.> Dated <date of reference> has signed this Power of attorney at <place> on this day of <day><month>, <year>.

The signatures of <Name of person> in whose favour authority is being made under the attorney given below are hereby certified.

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

CERTIFIED:

Signature, Name & Designation of person executing attorney:

Seal and Signature of the Tenderer.

General Manager (Engg)-IV
WB HIDCO

TECH - 5**(BIDDER'S PAST EXPERIENCE DETAILS)****(In case of JV both the lead firm and other partner firms to be submitted separately)****Table -1****(List of completed assignments only of similar nature* during last Ten (10) years preceding the proposal due date)**

Sl. No.	Period (Year)	Name of the Assignment with details thereof	Name of the Client	Contract Value	Date of Award / Commencement of Assignment	Date of Completion of Assignment	Remarks, if any
1	2	3	4	5	6	7	8

Authorized Signatory [*In full and initials*]:**Name and Designation with Date and Seal:**

Note: Bidders are requested to furnish the list limited to 10 eligible assignments of similar nature and other categories as mentioned in this RFP undertaken during the last 10 Years (preceding the due date of proposal) as per the above-prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order / Contract Document along with Completion Certificate from the previous Clients need to be furnished along with the above information.

 Seal and Signature of the Tenderer.

 General Manager (Engg)-IV
WB HIDCO

TECH - 6
INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION
THEREOF

Are there any activities carried out by your agency which are of conflicting nature as mentioned in Section 2: [Information to the Bidder] under Eligibility Criteria: SI No (2). If yes, please furnish details of any such activities.

If no, please certify,

IN BIDDER'S LETTER HEAD

I, hereby declare that our agency as Individual is not indulged in any such activities which can be termed as the conflicting activities as mentioned in **Section 2: [Information to the Bidder] under Eligibility Criteria: SI No (2) and Clause no 14 of the Section – 2.**

I, also acknowledge that in case of misrepresentation of any of the information, our proposal / contract shall be rejected / terminated by the Client which shall be binding on us.

Authorized Signatory [In full initials with Date and Seal]:

Seal and Signature of the Tenderer.

General Manager (Engg)-IV
WB HIDCO

TECH -7**DESCRIPTION OF APPROACH, METHODOLOGY TO UNDERTAKE THE ASSIGNMENT**

[Technical approach, methodology and work plan are key components of the Technical Proposal. In this Section, bidder should explain his understanding of the scope and objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Further, he should highlight the problems being addressed and their importance and explain the technical approach to be adopted to address them. It is suggested to present the required information divided into following four sections]

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal:

Seal and Signature of the Tenderer.

General Manager (Engg)-IV
WB HIDCO

TECH - 8**Format of Curriculum Vitae (CV) for Proposed Key Professional****1. Proposed Position:**

[For each position of key professional separate form Tech-9 will be prepared]

2. Name of Firm:**3. Name of Staff:****4. Date of Birth:****5. Total Years of experience:****6. Relevant years of experience:****7. Education:**

[Indicate college / university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates]

8. Membership in Professional Associations:**9. Other Trainings:****10. Countries of Work Experience:****11. Languages:**

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

12. Employment Record:

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held. For experience in **last ten years**, also give types of activities performed and Client references, where appropriate as per the prescribed format given below]

13. List of Projects with relevant Experience**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief that this CV correctly describes my qualifications and past experiences. I will undertake this assignment for the full project duration in terms of roles and responsibilities assigned in the technical proposal or any agreed extension of activities thereof. I understand that any misstatement herein leads to disqualification of CV.

Seal and Signature of the Tenderer.

General Manager (Engg)-IV
WB HIDCO

Date:

Signature of Key Professional with Date

Authorized Signatory [*In full and initials*]:

Name and Designation with Date and Seal:

Seal and Signature of the Tenderer.

General Manager (Engg)-IV
WB HIDCO

SECTION: 5

**Financial Proposal Submission Forms To Be
Submitted Online Only**

Seal and Signature of the Tenderer.

General Manager (Engg)-IV
WB HIDCO

Financial Bid

The financial bid for the theme of statue work proposed by the Company/Firm/Sculptor/Proprietor shall be submitted electronically through the website and in accordance with procedure specified in the e-tender portal of Govt. of West Bengal.

- The selected bidder offer for statue work shall include professional fees, all prevailing statutory taxes, cost of packaging, material, transportation to site and fixing including scaffolding etc. complete.
- No Advance payment shall be made. Running bills shall be paid on satisfactory completion of each portion/ phase of work which will include the process of lost wax casting, transportation and installation supervision. The Tenderer/ Company/Firm/Sculptor/Proprietor may indicate different phases of work being executed by him.

N.B:

- Rate/Amount of the statue must be inclusive of cost of bronze, honorarium, transportation & installation including scaffolding and supervision. No cost/charges will be paid for the corrections required during & after installation process and one-year warranty period maintenance of statue will be binding on the concerned tenderer/sculptor/proprietor.
- Photograph being uploaded in this portal/along with this bid are only for illustration purpose. Before casting the bronze statue, approval of prototype model will be mandatory.

SECTION: 6

BID SUBMISSION CHECK LIST

Seal and Signature of the Tenderer.

General Manager (Engg)-IV
WB HIDCO

Annexure - I**Bid Submission Checklist**

Sl. No.	Description	Submitted (Yes / No)	Page No.
TECHNICAL PROPOSAL			
1	Filled in Bid Submission Check List (ANNEXURE – I)	Yes	
2	Covering Letter (Tech -1)	Yes	
3	Bid Processing Fee	Yes	
4	EMD	Yes	
5	Copy of Certificate of Incorporation/ Registration of the Bidder	Yes	
6	Copy of PAN	Yes	
7	Copy of Goods and Services Tax Identification Number (GSTIN)	Yes	
8	Copies of IT Returns for the last Three FYs preceding proposal due date.	Yes	
9	General Details of the Bidder (TECH -2)	Yes	
10.	Financial details of the bidder (TECH - 3) along with all the supportive documents such as copies of Profit – Loss Statement and Balance Sheet for the concerned period	Yes	
11.	Power of Attorney (Tech – 4) in favour of the person signing the bid on behalf of the bidder.	Yes	
12	List of completed assignments of similar nature (Past Experience Details) (TECH – 5 and 5A) along with the copies of work orders for the respective assignments	Yes	
13	Self-Declaration on Potential Conflict of Interest (TECH -6)	Yes	
14	Undertaking for not have been black-listed by any Central / State Govt./any Autonomous bodies as per the RFP	Yes	
15	Description of Approach, Methodology & Work Plan (TECH – 7)	Yes	
16	CV of Key Professional (TECH – 8)	Yes	
17	Work Plan (TECH – 9)	Yes	

 Seal and Signature of the Tenderer.

 General Manager (Engg)-IV
WB HIDCO

Undertaking:

- All the information has been submitted as per the prescribed format and procedure.
- All pages of the proposal have been sealed and signed by the authorized representative.

Authorized Signatory [*In full and initials*]: _____

Name and Designation with Date and Seal: _____

Seal and Signature of the Tenderer.

General Manager (Engg)-IV
WB HIDCO

ELIGIBILITY OF JOINT VENTURE

In case the Bidder is a Joint Venture, it shall comply with the following additional requirements:

- (a)** Number of members in a Joint Venture shall not exceed 3 (three);
- (b)** Subject to the provisions of clause (a) above, the Bid should contain the information required for each Member of the Joint Venture;
- (c)** They must designate lead partner duly authorised by all the members who will represent the JV. The lead partner must have credential of similar work. The lead partner shall be nominated as being partner in charge and this authorisation shall be evidenced by submitting power of attorney signed by the legally authorised signatories of all the parties. The partner in charge (Lead Partner) shall be authorised to incur liabilities and to receive instructions on the be-half of the partners of the joint ventures, whether jointly or separately, and entire execution of the contract (including payment) shall be carried out exclusively through the partner in charge.

The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix – ‘B’, signed by all the other Members of the Joint Venture.
- (d)** The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and defect liability obligations;
- (e)** An individual Bidder cannot at the same time be member of a Joint Venture applying for this Bid. Further, a member of a particular Bidder Joint Venture cannot be member of any other Bidder Joint Venture applying for this bid;
- (f)** Members of the Joint Venture shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at Appendix ‘C’ (the “Jt. Bidding Agreement”), for the purpose of making the application and submitting a Bid in the event of being pre-qualified. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia:
- (i)** Convey the commitment(s) of the Lead Member in accordance with this Contract, in case the contract to undertake the Project is awarded to the Joint Venture; and clearly outline the proposed roles & responsibilities, if any, of each member;
- (ii)** Commit the approximate share of work to be undertaken by each member;
- (iii)** Include a statement to the effect that all members of the Joint Venture shall be liable jointly and severally for all obligations of the Contractor in relation to the Project until the completion of the Project (the “Defects Liability Period”) is achieved in accordance with the Contract; and
- (h)** Except as provided, there shall not be any amendment to the Jt. Bidding Agreement.

APPENDIX – ‘B’

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID

To be executed on Stamp Paper of appropriate value

Know all men by these presents, We (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name), son/daughter/wife of and presently residing at, who is presently employed with us/the Lead Member of our Joint Venture and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) 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 the “Selection of Artist/ Sculptor/ Agency for Designing, Supply & Installation of 125ft. Bronze Statue of Dr. Syama Prasad Mookerjee at Eco Park, in New Town, Kolkata.” Project proposed or being developed by the West Bengal Housing Infrastructure Corporation Ltd., Newtown, Kolkata (the “Authority”), including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in Pre-BID and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the 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 until the entering into of the Contract with the Authority.

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 Attorney 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 Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

WITNESS WHEREOF WE,, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20.....

For

(Signature, name, designation and address of person authorized by Board Resolution)

(in case of Firm/Company)/ partner in case of Partnership firm

Seal and Signature of the Tenderer.

General Manager (Engg)-IV
WB HIDCO

Witnesses:

1.
2.

Accepted

.....
(Signature)
(Name, Title and Address of the Attorney)

(Notarized)

Person identified by me/personally appeared before me/

Attested/Authenticated

(Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of the Notary
Registration No. of the Notary
Date:

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(s) 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 the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy, if it carries a conforming Apostille certificate.

Seal and Signature of the Tenderer.

General Manager (Engg)-IV
WB HIDCO

APPENDIX – ‘C’

FORMAT FOR JOINT BIDDING AGREEMENT FOR JOINT VENTURE

To be executed on Stamp Paper of appropriate value

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20....

AMONGST

{..... Limited, and having its registered office at} (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

{..... Limited, having its registered office at} (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

{..... Limited, and having its registered office at} (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, {SECOND and THIRD} PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”.

WHEREAS,

(A) The WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. (A Govt. of West Bengal undertaking), established under the Companies Act 1956, represented by its Chairman and having its principal offices at HIDCO BHABAN, Premises No. – 35-1111, Major Arterial Road, 3rd Rotary, Newtown, Kolkata – 700 156 (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the “Bids”) by RFP. No. – 02 of 2026 – 2027 of GM (E)–IV, WB HIDCO dated – 20.08.2026 for award of contract for “Selection of Artist/ Sculptor/ Agency for Designing, Supply & Installation of 125ft. Bronze Statue of Dr. Syama Prasad Mookerjee at Eco Park, in New Town, Kolkata”.

(B) The Parties are interested in jointly bidding for the Project as members of a Joint Venture and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the Contract document that the members of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

Seal and Signature of the Tenderer.

General Manager (Engg)-IV
WB HIDCO

NOW THIS IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Joint Venture

The Parties do hereby irrevocably constitute a Joint Venture (the “Joint Venture”) for the purposes of jointly participating in the Bidding Process for the Project, “Selection of Artist/ Sculptor/ Agency for Designing, Supply & Installation of 125ft. Bronze Statue of Dr. Syama Prasad Mookerjee at Eco Park, in New Town, Kolkata.”

The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture and not individually and/or through any other Joint Venture constituted for this Project, either directly or indirectly.

3. Covenants

The Parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the Project, it shall enter into a Contract with the Authority for performing all its obligations as the Contractor in terms of the Contract document for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead member of the Joint Venture and shall have the power of attorney from all Parties for conducting all business, raising bills, signing bills and signing contract agreement for and on behalf of the Joint Venture during the Bidding Process and until the Appointed Date under the Contract document;

(b) Party of the Second Part shall be {the Member of the Joint Venture; and}

(c) Party of the Third Part shall be {the Member of the Joint Venture.}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Contract, till such time as the completion of the Project is achieved under and in accordance with the Contract.

Seal and Signature of the Tenderer.

General Manager (Engg)-IV
WB HIDCO

6. Share of Work in the Project

The Parties agree that the proportion of construction in the Contract to be allocated among the members shall be as follows:

First Party:

Second Party:

Third Party:

Further, the Lead Member shall itself undertake and perform at least 30 (thirty) per cent of the total project work that is allocated to the Joint Venture.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) Require any consent or approval not already obtained;

(ii) Violate any Applicable Law presently in effect and having applicability to it;

(iii) Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

(iv) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

Seal and Signature of the Tenderer.

General Manager (Engg)-IV
WB HIDCO

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the “Defects Liability Period”) is achieved under and in accordance with the Contract, in case the Project is awarded to the Joint Venture.

However, in case the Joint Venture is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of {India}.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

First/Lead Member by:

(Signature)

(Name)

(Designation)

(Address)

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Notes

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member.

Seal and Signature of the Tenderer.

General Manager (Engg)-IV
WB HIDCO

3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Memo. No. 344/HIDCO/GM(Engg)-IV/33/Design/RFP-02/2026-27

Dated: 21.08.2026

Copy forwarded for information to:-

- 1) Joint Managing Director-I, WB HIDCO.
- 2) Chief Engineer, WBHIDCO
- 3) Chief Finance Officer, WB HIDCO.
- 4) General Manager (Planning), WBHIDCO
- 5) PS to MD, WBHIDCO.

Seal and Signature of the Tenderer.

General Manager (Engg)-IV
WB HIDCO

SECTION – B

AFFIDAVIT – “Y”

(To be furnished in Non – Judicial Stamp paper
of Rs.100.00 (One Hundred only) duly notarized)

- 1) I, the under-signed do certify that all the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, the application may be rejected and no objection/claim will be raised by the under-signed.
- 2) The under-signed also hereby certifies that neither our firm M/S nor any of constituent partner had been debarred to participate in any tender by any Govt. Organization / Undertaking during the last 5 (five) years prior to the date of this N.I.T.
- 3) The under-signed would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by the Department to verify this statement.
- 4) The under-signed understands that further qualifying information may be requested and agrees to furnish any such information at the request of the Department.
- 5) Certified that I have applied in the tender in the capacity of individual/ as a partner of a firm and I have not applied severally for the same job.

Signed by an authorized officer of the firm.

Title of the officer

Name of the Firm with Seal

Date: _____

Seal and Signature of the Tenderer.

General Manager (Engg)-IV
WB HIDCO

SECTION – B

FORM – I

PRE-QUALIFICATION APPLICATION

To
General Manager (Engg)-IV, WB HIDCO
HIDCO BHABAN,
6th FLOOR, NEW TOWN,
KOLKATA.

Ref : Tender for

(Name of work)

.....

e-N.I.T. No.: HIDCO/GM(E)IV/RFP-02/26-27

Dear Sir,

Having examined the Statutory, Non-statutory & N.I.T. documents, I /we hereby submit all the necessary information and relevant documents for evaluation.

The application is made by me / us on behalf of in the capacity
..... duly authorized to submit the
order.

The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of firms for Application and for completion of the contract documents is attached herewith.

We are interested in bidding for the work(s) given in Enclosure to this letter.

We understand that:

- 1) Tender Inviting & Accepting Authority / Engineer-in-Charge can amend the scope & value of the contract bid under this project.
- 2) Tender Inviting & Accepting Authority / Engineer-in-Charge reserve the right to reject any application without assigning any reason.

Enclosure(s): e-Filling:-

- 1) Statutory Documents.
- 2) Non Statutory Documents.

Date:

Seal and Signature of the Tenderer.

General Manager (Engg)-IV
WB HIDCO