



WEST BENGAL HOUSING BOARD

(Estd. under W.B. Act XXXII of 1972)

'ABASAN', 105, S. N. Banerjee Road, Kolkata-700014,
Phone: (033) 2265-1965, 2264-1967 / 3966 / 8968 / 4974/0950.
Fax : (033) 2264-1480/0979, Website : www.wbhousingboard.in
Email : wbhousingboard@gmail.com

Memo .No:- 1803/JD(EP)/HB

Dated:- 13.08.2019

NOTICE INVITING QUOTATION (e-NIQ) NIQ No:-WBHB/JD(EP)/NIQ-04/2019-020(2nd.CALL)

The Joint Director (EP), West Bengal Housing Board, invites e-Quotation for the work detailed in the table below. (Submission of Bid through online in two folds system).

Name of Work	Bid Security	Cost of Bidding documents (Non-refundable)	Period of Rent out	Nodal Officer for this Bid	Eligibility of Bidder
Rent out 5th floor (Covered area 5750 Sq.ft. appx.) of 'ABASAN' Building, 105, S.N.Banerjee Road, Kolkata - 700014 for exclusively office purpose for the period of 10 (Ten) years under West Bengal Housing Board	Rs.1,00,000.00 To be deposited in the mode of ONLINE (Net banking / NEFT / RTGS)	Cost of Bidding Documents will have to be deposited by the successful Bidder during formal Agreement after issuance of LOA. Cost of Bidding document is not required during Participation in Nle-Q.	10 (Ten) Years)	Dy. Director EP-III, WBHB or any other officer as notified by WBHB.	From any Govt. Body or PSU Units/ Govt. Undertakings or any Private Organization fulfilling requisite eligibility criteria as stated in the NIQ Eligibility.

N.B: No JVCs are allowed to participate in the e-NIQ.

DISCLAIMER

This **BID Document** for “**10(ten) years rent out of 5th Floor of ABASAN Building, 105, S N Banerjee Road Kolkata 700014, for any Government body or PSU Units/ Govt. Undertakings or any Private organization for office purpose.**”) contains brief information about the spaces, the Qualification Requirements and the Selection process for the successful Bidder. The purpose of the BID document is to provide Bidders with information to assist the formulation of their bid application (the **Application**’).

The information (‘Information’) contained in this BID Document or subsequently provided to Interested parties (the “**Bidder(s)**”), in writing by or on behalf of West Bengal Housing Board (**WBHB**) is provided to the Bidder(s) on the terms and conditions set out in the BID documents and any other terms and conditions subject to which such information is provided.

This BID Document does not purport to contain all the information that each Bidder may require.

Intimation of discrepancies in the BID Document, if any, may be given, by the Bidders, to the office of the WBHB immediately. If WBHB receives no written communication, it shall be deemed that the Bidders are satisfied with the information provided in the BID document. In particular, WBHB shall not be responsible /liable for any latent or evident defect in the character of the space/spaces including but not limiting to the following:

1. Electricity availability and provisions
2. Floor Drainage
3. All applicable rent, Rates, Duties, Cess & Taxes (if Any)
4. All applicable Statutory Laws & Provisions.

Any character or requirement for the office, which may be deemed to be necessary by the Bidder should be independently established and verified by the Bidder.

This BID Document is not an agreement and is not an offer or invitation by WBHB to any other party. The terms on which the spaces is to be utilized and the right of the successful Bidder, shall be as set out in separate agreements executed between WBHB and the successful Bidder in the format broadly set out herein. WBHB may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this BID.

WBHB, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or 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 BID or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the BID and any assessment, assumption, statement or information contained therein or deemed to form part of this BID or arising in any way for participation in this Bid Stage

WBHB also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this BID.

WBHB may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this BID. WBHB reserves the right to accept or reject any or all Applications without giving any reasons thereof. WBHB will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the documents to be submitted in terms of this BID Document.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid. All such costs and expenses will remain with the Bidder and WBHB shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid.

NOTICE INVITING e-QUOTATION

Bid documents through e-Quotation is invited by the Joint Director(EP), West Bengal Housing Board (WBHB) for **10(ten) years rent out of 5th Floor of ABASAN Building, 105 S N Banerjee Road Kolkata 700014, for any Government body or PSU Units/ Govt. Undertakings or any Private organization for office purpose.**

Intending Organizations/owners may apply through e-quotation together with documentary evidence in support & Supported by valid Documents related to PAN, GST, I.T. & proof of up to date clearance of Taxes & , and professional tax registration (states wherever applicable), etc. In the event of e-filing' intending bidder may download/upload the biddocuments from/to the website <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate.

Sd/
Joint Director (EP)
WBHB

BID SCHEDULE

Schedule of Various Stages: The Selected Bidder shall follow the following time lines:

Date of uploading of N.I.Q. Documents(online) (Publishing date)	16.08.2019 at 11.00AM
Date and time of Start of Downloading Bid document (online)	16.08.2019 at 11.00AM
Pre-Bid Meeting Date	26.08.2019 at 03.00 PM
Date and time of Start of Bid Submission (Online)	02.09.2019 at 11.00 AM
Date and time of End of Bid Submission (Online)	11.09.2019 at 12.00 NOON
Date & Time of (Technical) online opening of Bids	13.09.2019 at 12.00 NOON
Date of uploading of list of technically qualified bidders (online)	To be Notified later on
Date of uploading of list of Financially qualified bidders (online)	To be Notified later on

2.1 AREA STATEMENT

1	AREA OF FLOOR	
2	Covered Area (5th Floor)	5750 sq. ft.

2.2 Deemed Knowledge and Disclaimer:-

2.2.1 WBHB shall receive Online Bids pursuant to this BID document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by WBHB. Bidders shall submit bids in accordance with such terms on or before the Proposal Due Date. The participating Bidders are expected to visit the Floor to examine its precincts and the surroundings at the Bidder's own expenses and ascertain on its own responsibility, information, technical data, traffic data, market study, etc. including actual condition of existing services.

2.2.2 The Bidder shall be deemed to have inspected the Floor and be aware of the existing buildings, constructions, structures, installations etc., if any existing in the rented Space and shall not claim for any change on the Floor after submitting its Bid.

2.2.3 The Bidder shall be fully and exclusively responsible for, and shall bear the financial, technical, commercial, legal and other risks in relation to the development of the assets regardless of whatever risks, contingencies, circumstances and/or hazards may be encountered (foreseen or unforeseen) including underground utilities and notwithstanding any change(s) in any of such risks, contingencies, circumstances and/or hazards on exceptional grounds or otherwise and whether foreseen or unforeseen and the Bidder shall not have any right whether express or implied to bring any claim against, or to recover any compensation or other amount from WBHB in respect of the Contract other than for those matters in respect of which express provision is made in the rent Agreement.

**Joint Director(EP),
West Bengal Housing Board**

Memo .No:- 1803/1(4)/JD(EP)/HB

Dated:- 13.08.2019

Copyforwarded for information & wide circulation to the:-

1. Vice-Chairman, HRBC, Munshi Premchand Sarani, Kol. 700021
2. Chief Engineer, Housing Directorate, Govt. of W.B. N.S. Building, Kol. 700001
3. Director General (Operation), KMDA, Unnayan Bhawan, DJ - 11, Sc - II, Salt Lake, Kolkata - 700091,
4. Superintending Engineer (P.W.D), Presidency Circle. - I / New Secretariat Building, Kolkata - 700001

**Joint Director(EP),
West Bengal Housing Board**

Memo .No:- 1803/2(10)/JD(EP)/HB

Dated:- 13.08.2019

Copyforwarded for kind information to:-

1. Housing Commissioner, WBHB
2. JHC & Secy., WBHB
3. Director (Engg.), WBHB
4. FA-Cum-CAO, WBHB
5. CA-Cum-AP, WBHB
6. JD(EW)-I/II/V/III/(EEW)/Slg., WBHB
7. AHC-I, WBHB with the request to publish the Notice in BOARD's Website.
8. DD(EP)-III
9. Estimator, JD(EP) WBHB.
10. Notice Board

**Joint Director(EP)
West Bengal Housing Board.**

SECTION 3

REGULATION OF BIDS AND RENT AGREEMENT

3.1 GENERAL

- 3.1.1 WBHB invites online Bids from eligible Bidders in terms of eligibility criteria as specified in this document for granting rent to operate, manage and maintain the rentArea.
- 3.1.2 The information submitted in the BID document will form the basis for evaluating the Bidders. The Bidders may participate in the Bid process as per the instructions given in this BIDdocument
- 3.1.3 From amongst the Bidders fulfilling the Eligibility Criteria, as laid down in this BID document, the total space shall be offered to the Selected Bidder on the basis of the rent Fee quoted by the Selected Bidder.
- 3.1.4 The intending Bidder must read the terms and conditionscarefully.
- 3.1.5 Information and instructions for Bidders posted on website shall form part of biddocuments
- 3.1.6 The BID Document can be seen and downloaded from [WBHB website](#), and www.wbtenders.gov.in
- 3.1.7 BID Document can only be submitted after uploading the mandatory scanned documents towards cost of Bid Documents such NEFT CHALLAN OR RTGS CHALLAN. With its UTR no. clearly mentioned.
- 3.1.8 The authorized signatory of intending Bidder as per Power of Attorney (POA) must have valid **class-III** digital signature. The complete BID Document shall only be uploaded using Class-III digital signature of the authorizedsignatory.
- 3.1.9 On opening date, the Bidder can login and see the bidopening process. After opening of tenders they will receive the competitor bidsheets.
- 3.1.10 Bidder can upload documents in the form ofPDFformat and rar. format.
- 3.1.11 Bidder must ensure to quote rate both in words and figures in financialproposal.
- 3.1.12 Each Bidder shall submit separate bidfor each floor. If a Bidder submits more than one bidforaparticulartoor,allthetendersinwhichhehasparticipatedshallbeconsideredinvalid.

3.2 Downloaded BID Documents:

- 3.2.1 The complete bid document can be downloaded from the website of<http://wbtenders.gov.in>Scanned copies of NEFT CHALLAN OR RTGS CHALLANtowards the bid security of Rs. 1, 00, 000/- (Rupees one Lacs only) (refundable) shall have to be uploaded in proof of payment of the cost of the bid security in favour of West Bengal Housing Board, failing which the Bid shall be rejected out-rightly. Notampering, alteration or changing of the contents of the Bid documents is permissible. The WBHB shall not be responsible for any printing error while downloading the documents.

3.3 Queries in BID andAmendments

- 3.3.1. Bidders may send their queries, if any, to JD(EP), WBHB in writing not later than the date specified under the bid schedule of BID. WBHB shall Endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process, however, no queries received after prescribed date shall be entertained by theWBHB.
- 3.3.2 At any time prior to the Proposal Due Date, the WBHB may, for any reason whatsoever, whether at its own initiative or in response to clarifications requested by a bidder, modify the BID through the issuance of an addendum. This shall be uploaded on <http://wbtenders.gov.in> and shall be binding upon all the bidders.
- 3.3.3 In order to give the Bidders reasonable time to take an addendum into account, or for any other reason, the WBHB may, at its discretion, extend the Proposal DueDate.
- 3.3.4 The Response to queries/ addendums (if any) will be uploaded onwww.wbtenders.gov.inand the Bidders are advised to keep a regular check on the <http://wbtenders.gov.in> for any suchupdates.

3.4 Pre-bidMeeting

3.4.1 WBHB shall conduct a pre-bid meeting on the date and location specified under the bid schedule for the purpose of providing clarification and answering the queries of the prospective Bidders.

3.4.2 The Bidder is requested to submit any question in writing or by email, to reach the WBHB not later than the last date of seeking clarification as mentioned in key details of NIO.

3.4. Any modification of the Bid Documents, which may become necessary as a result of the Pre- Bid meeting, shall be made by the WBHB exclusively through the issue of an Addendum pursuant to Clause 3.3 above.

3.4.3 Non-attendance at the Pre-bid meeting will not be a cause for disqualification of a Bidder.

3.5 ELIGIBILITY CRITERIA

3.5.1

A) In case the Bidder is a business entity (including limited company or limited liability partnership or partnership etc.) the bidder must:

i) Be making profit for the previous three financial years. This shall be certified by the statutory auditors of the company or Chartered Accountant (where statutory Audit is not applicable) and this certificate shall be submitted online along with the technical bid.

ii) Be a compliant company's Act and other applicable Acts (if the Bidder is a company) this shall be certified by the company Secretary of the Company and this certificate shall be submitted online along with the technical bid.

B) If the Bidder is an Indian Government Company or a Public Sector Undertaking or a Public sector Bank, the Bidder must:

- Be making profit for the previous three financial years. This shall be certified by the Statutory Auditors of the Company and this certificate shall be submitted online along with the Technical bid.

- Be a compliant company under Companies Act and other applicable Acts (if the bidder is a company). This shall be certified by the Company Secretary of the company and this certificate shall be submitted online along with the Technical bid.

Note :

1. The Bidder shall **submit Audited Annual Reports** for the previous three financial years, wherever applicable. This could be submitted either online or offline.
2. WBHB reserves the right to place the bidder in any of the above categories, which will be binding on the bidders.

~~3.6 BID BY A CONSORTIUM OFFIRMS (CLAUSE DELETED)~~

~~Bids submitted by the Consortium must comply with the following requirements:~~

~~3.6.1 The number of members shall not exceed three(3).~~

~~3.6.2 The members of Consortium should have entered into a Memorandum of Association ("MOA") (as per Annexure 7) between themselves. One of the members of Consortium, holding at least 51% of the equity / ownership stake shall be authorized and nominated as the 'Lead member' ("Lead Member") to act and represent all the members of the Consortium for bidding and implementation of the Contract. A copy of this MOA shall be enclosed with the Bid.~~

~~3.6.3 The Lead Member shall hold not less than 51% (fifty one per cent) of the equity of the SPC during the subsistence of the rent Agreement and that each member of the Consortium whose financial capacity was evaluated for the purposes of award of the Contract shall hold at least 26% (twenty six per cent) of such Equity during the subsistence of the rent Agreement. Replacement of the Lead Member shall not be allowed at any time during the subsistence of the rent Agreement.~~

~~3.6.4 A Bidder or a member of a Consortium can be a member in only one Consortium. If a Bidder /~~

~~member participates in more than one Bid for the same floor / space, all Bids of which it is a part shall be summarily rejected.~~

~~3.6.5 All members of the Consortium shall be jointly and severally liable for the execution of the Contract during rent Period in accordance with the terms of the rent Agreement.~~

~~3.6.6 BID submitted by a firm or Consortium must comply with the following requirements:~~

- ~~• The BID shall include all the information required for each member of Consortium separately.~~
- ~~• The covering letter must be signed by the Lead Member only.~~
- ~~• The members of Consortium must clearly spell out their respective roles in the Consortium~~

~~3.6.7 If the Selected Bidder is a Consortium, the Agreement shall be signed with the SPC incorporated by such Consortium. However, all members of the Consortium shall be liable jointly and severally, for the execution of the Contract in accordance with the terms of the Agreement.~~

3.7. LANGUAGE AND CURRENCY

3.7.1 The Bid and all the related correspondence and documents shall be written in English language only.

3.7.2 The currency for the purpose of the Bid shall be the Indian National Rupee (INR).

3.8. BID SECURITY/EMD

3.8.1 The Bidder shall upload proof of payment of Bid Security (EMD) for **Rs. 1,00,000/- (Rupees one Lacs only)**.

1) In the event of e-filing, intending bidder may download the bid documents from the website <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate. Necessary Earnest Money has to be deposited by the bidder through the following payment mode as per Memorandum of Finance Department vide No. 3975- F (Y) dated 28th July, 2016.

- i. Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI bank payment gateway.
- ii. RTGS/ NEFT in case of offline payment through bank account in any bank.

In case of joint venture/Consortium, Bank Guarantee or FDR for bid security shall be in the name of joint venture/Consortium and not in name of individual members. The Bid Security shall remain valid up to **180 days from last Date of Submission of Bid**.

3.8.2 Any Bid not having an acceptable Bid Security shall be rejected by the WBHB considering it as non-responsive and their Technical package shall not be opened and if opened then it will NOT be evaluated. No post bid clarification shall be sought on bid security.

3.8.3 The Bid Security of the successful Bidder shall be returned upon the execution of the Contract and there receipt by the WBHB of the Security Deposit in accordance with Clause 3.9 below.

3.8.4 The Bid Security of Bidders who fails in technical evaluation shall be returned after opening of financial package. Bid security of the unsuccessful Bidders in financial opening shall be returned after unconditional acceptance of the Letter of Acceptance (LOA) by the successful Bidder.

3.8.5 The Bid Security shall be forfeited:

- if the Bidder withdraws its Bid during the interval between the Bid Due Date and the expiration of the Bid Validity Period.
- if the Selected Bidder fails to make the payments (as per Clause 3.9.4 & 4.13) within the time specified in this BID, or any extension thereof granted by WBHB.
- if the successful Bidder refuses or neglects to execute the Contract or fails to furnish the required Security Deposit within the time specified or extended by the WBHB.

3.9 SECURITY DEPOSIT

3.9.1 The selected bidders shall submit an interest free Security Deposit to the WBHB for a sum equivalent to one year's rent Fee (i.e. rent fee + maintenance fee if any) (as per Clause 4.13, for the said rented Space(s) with a validity of three years. This Security Deposit shall be submitted within 15 days of issue of the LOA. The Security Deposit shall be in the form of Bank Guarantee in favor of "West Bengal Housing Board", drawn on any scheduled commercial bank acceptable to WBHB and payable at Kolkata. The Bank Guarantee for Security Deposit shall be renewed after every three years for a sum equivalent to one year's rent Fee for that year with a validity of three years.

3.9.2 The said Security Deposit will be kept valid on a rolling basis till the end of the rent Period & final settlement of accounts which shall be done in maximum of 180 days from the last Date of Submission of Bid

3.9.3 The Security Deposit would however be forfeited in case of any 'Event of Default' as described in the Draft rent Agreement and/or in accordance with terms specified elsewhere in the Bid Document.

3.9.4 Upon encashment of the said Security Deposit, the tenant shall within 14 days thereof, deposit such amounts with WBHB or replenish to its original amount or furnish a fresh Security Deposit, as the case may be. In case the tenant fails to provide such amounts or replenish the Security Deposit within the stipulated time, WBHB shall be entitled to Terminate this Agreement in accordance with the provisions of Article 10, without being liable in any manner whatsoever to the tenant and to appropriate the balance Security Deposit, if any.

3.9.5 In the event of default of tenant in making payments of upfront premium, tenant fee, maintenance charges (as applicable), taxes (if any) or any other dues towards WBHB in prescribed time, WBHB shall be entitled to discontinue / disconnect the service water / sewer etc in rented premises and debar the tenant from availing use of common areas / facilities (viz., use of stair case / lifts, etc). Apart from the said rights as stated, WBHB shall also have the rights including but not limited to restrict the access of tenant in rented premises and recover all dues along with interest.

3.10 VALIDITY OF OFFER

3.10.1 The Proposal shall remain valid for a period not less than one hundred eighty (180) days from the Bid Due Date "Bid Validity Period". WBHB reserves the right to reject any Bid that does not meet this requirement. WBHB may however request the Bidders to extend the validity of their Bids for a specified additional period.

3.10.2 A Bidder agreeing to the request will not be allowed to modify its Bid, but would be required to extend the validity of its bid security for the relevant period of extension.

3.10.3 The Bid Validity Period of the Selected Bidder shall stand extended till the date of execution of the rent Agreement.

3.11 PREPARATION AND SUBMISSION OF PROPOSAL

The Bids should be submitted in the forms prescribed under this section, and the relevant Annexure in Section 4.

3.11.1 The completed Bids shall be uploaded only up to the date and time as specified in under the bid schedule of Section-II of BID. Bid shall be submitted online on the website www.wbtenders.gov.in.

3.11.2 The Bidders shall furnish the information strictly as per the formats given in Section 4 of this document without any ambiguity. The WBHB shall not be held responsible if the failure of any Bidder to provide the information in the prescribed formats results in a lack of clarity in the interpretation and consequent disqualification of its Bid.

~~**3.11.3** In case of a Consortium, wherever required, the Bid must contain such information individually for each member of the Consortium.~~

3.11.4 In case of a Consortium, the members shall submit a Memorandum of Agreement (MOA) conveying their intent to jointly Bid for the Contract, The MOA shall also include the nomination of the Lead Member in the Consortium, and clearly outline the proposed shareholding and responsibilities of each member at each stage of the Contract. The MOA should also clearly indicate that all the Consortium Members shall be jointly & severally responsible for execution of the Contract & subsequent operationalization of the Contract Agreement during entire Contract Period.

3.11.5 All Proposals/Bids shall be uploaded by the duly 'Authorized Signatory' of the Bidder. In case of a Consortium, the proposal shall be uploaded by the duly Authorized Signatory of the Lead Member. The Bidders shall submit a supporting Power of Attorney (POA) authorizing the Signatory of the Proposal, to commit the Bidder and agreeing to ratify all acts, deeds and things lawfully done by the said attorney and such POA shall be signed by all members of the Consortium and shall be legally binding on all of them.

3.11.6 The Proposal shall be uploaded with Class-III digital signature by the Authorized Signatory in unequivocal acceptance of all the terms and conditions of this Bid Document. All the alterations, omissions, additions, or any other amendments made to the Proposal shall mandatorily be initialed by the Authorized Signatory.

3.11.7 All the witnesses and sureties shall be persons of status and probity and their full names and addresses shall be stated below their signature. All signatures in the Bid Documents shall be dated.

3.11.8 Bidders are required to submit separate Bids for each floor, including the Original BID issued to them which is signed on each page in acceptance of all the terms and conditions of the Bid Document.

3.11.9 Any firm, which submits more than one Bid for the single floor shall be disqualified and shall also cause the disqualification of all the Consortiums in which it is a Member.

3.12 SUBMISSION OF BIDS

3.12.1 Scanned copies of the documents in support of the payment of BID Document cost and bid security shall be uploaded in the website www.wbtenders.gov.in.

3.12.2 The technical package/qualification documents shall be uploaded online on the website www.wbtenders.gov.in and shall contain the following: Letter of Application and Interest (As per Annexure 1), General Information of the Bidder (As per Annexure 2), Summary of Financial Capability (As per Annexure 3), Memorandum of Agreement (MOA) in case of a Consortium (As per Annexure 7), copy of the Partnership Deed in case of a Partnership, Power of Attorney for Signing Of the Application (As per Annexure 8), Affidavit (As per Annexure 5), Original BID Document duly signed (on each page) by an authorized representative as a token of acceptance of all the terms and conditions.

3.12.3 The Financial Proposal (as per Annexure 4) shall be uploaded online on the website www.wbtenders.gov.in

3.12.4 Tenders received after due date and time of submission shall not be accepted.

3.13 BIDDER'S RESPONSIBILITY

3.13.1 It would be deemed that prior to the submission of the Bid, the Bidder has made a complete and careful examination of a) The requirements and other information set forth in this BID document. b) The various aspects of the floor including, but not limited to the following: (i) PD area, existing facilities, encumbrances within the spaces and structures, the access to the roads and the utilities; (ii) All other matters that might affect the Bidder's performance under the terms of this BID, including all risks, costs, liabilities and contingencies associated with the floor. c) All the Bids shall be signed by the Bidder or the duly authorized signatory of the Bidder. d) Bidder shall visit the office Space at its own cost before submitting the Bid.

3.13.2 The WBHB shall not be liable for any mistake or error or neglect by the Bidder in respect of the above. The Bids that are not substantively responsive to the requirements of this BID document shall be rejected as non-responsive.

3.14 MODIFICATION AND WITHDRAWAL OF PROPOSALS

3.14.1 No Proposal shall be modified or withdrawn by the Bidder after the Bid Due Date.

3.14.2 Withdrawal of a Bid during the interval between Bid Due Date and the expiration of the Bid Validity Period would result in the automatic forfeiture of the bid security.

3.15 OPENING OF BIDS

3.15.1 The Technical Package of all Bidders who have uploaded a valid bid security may visit website www.wbtenders.gov.in to know latest Technical Opening information after completion of opening process. Bidders can also see the Technical Sheets (check-list) of other Bidders after completion of opening process by logging into the web-site. If such nominated date for opening of Bids subsequently declared as a Public Holiday by the Government of West Bengal, the next official working day shall be deemed as the date of opening of Technical Package. The Bid of any Bidder who has not complied with one or more of the foregoing instructions may not be considered.

3.15.1 (a) On opening of the Bid, WBHB will first check the bid cost and bid security through online mode.

3.15.1 (b) If the documents do not meet the requirements of the WBHB, a note will be recorded

accordingly by the BidOpening Authority.

3.15.1 (c) The Bidders name, details of the bidsecurity and such other details as the WBHB or his authorized representative, at his discretion, may consider appropriate will be announced at the time of bidopening.

3.15.1(d) The digitally signed financial package which Bidder have uploaded online will be opened on subsequently after evaluation of technical packages. Financial packages of only those Bidders whose submissions are found substantially responsive and technically compliant to the bid conditions will be opened. The time of opening of financial package shall be informed through website only. Bidders can visit to WBHB website [Boads website](#) and www.wbtenders.gov.in and for further information.

3.15.2 The WBHB reserves the right to reject any Proposal and forfeit the bidsecurity,if

- a) It is not signed, sealed and marked as stipulated in Clause3.12.
- b) The information and documents have not been submitted as requested and in the formats specified in theBID.
- c) There are inconsistencies between the Proposal and the supportingdocuments.
- d) It does not mention the validity period as set out in Clause3.10.
- e) It provides the information with material deviations, which may affect the scope or performance of theContract.
- f) There are conditions proposed with the Technical and/or FinancialProposals.

3.15.3 A material deviation or reservation isone:

- a) which affects in any substantial way, the scope, quality, or performance of the Contract,or
- b) which limits in any substantial way, inconsistent with the BID document, the WBHB's rights or the Bidder's obligations, or
- c) which would affect unfairly the competitive position of other Bidders presenting substantially responsiveBids.
- d) No request for modification or withdrawal shall be entertained by the WBHB in respect of such Proposals.

3.16 RESPONSIVENESS OFBIDS

3.16.1 Before evaluation of Bids, WBHB will determine whether the Bid is responsiveness to the requirements of Bid Documents. A Bid/Proposal shall be considered 'responsive' onlyif:-

- i) it is received by the deadline for submission ofBid/Proposal;
- ii) It contains information complete in all respect as required in the Bid Documents(in the formats specified);
- iii) it is signed, sealed and marked asstipulated;
- iv) it is accompanied by receipt of Bid DocumentFee;
- v) it is accompanied by the acceptable bidsecurity/ BidSecurity;
- vi) it is accompanied by the relevant Power(s) of Attorney(ies) and Undertakings as specified in Bid Forms;

vii) The document is accompanied by the Checklist as prescribed.

3.16.2 If any of the above criteria is not fulfilled, in any manner whatsoever, the proposal shall be treated as non-responsive. The decision of WBHB on the responsiveness of the Bid shall be final and conclusive and binding on the Bidder and shall not be called into question by any Bidder on any ground whatsoever. Any Bid/Proposal which is nonresponsive shall be rejected.

3.16.3 To facilitate checking the responsiveness and evaluation of Bids, WBHB may at its sole discretion, without being under any obligation to do so, reserves the right to call for any clarification from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by WBHB for this purpose. If the Bidder does not provide the clarification sought within the prescribed time, its Bid shall be liable to be rejected. In case it is not rejected, WBHB may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding.

3.16.4 No Bidder shall however have the right to give any clarification unless asked for by WBHB, in any manner whatsoever, with the bidding process, to intervene in, any manner whatsoever.

3.17 EVALUATION OF BIDS

Bids will be Evaluated In Two stages

i) **Technical**

ii) **Financial**

Evaluation of Technical Proposals

The Bids of the Bidders shall be evaluated in two stages. "Bid Security" and "Technical Qualification" will first be evaluated which will cover following items:

3.17.1 First of all it will be determined whether each bid is accompanied with the valid bid security i.e. the required amount and in an acceptable form as stated in Clause 3.10. above. Tenders not accompanied with the valid bid security shall be rejected and may not be evaluated further. Other aspects of technical evaluation will be done as per Clause 3.5, 3.6, 3.10, 3.15 and 3.16 above.

3.17.2 Tenders not considered substantially responsive and not full-filling the requirements of the bid document as evaluated above shall be rejected by WBHB and shall not be allowed subsequently to be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

3.17.3 If any bid is rejected, pursuant to paragraph 3.17.2 above, the Financial Package of such Bidder shall not be opened.

3.17.4 The decision of the WBHB as to which of the tenders are not substantially responsive shall be final.

3.17.5 In case of those Bidders who have not met the eligibility criteria then the Financial Bids of such Bidder shall not be opened.

Evaluation of Financial Proposals

3.17.6 All technically acceptable tenders will be eligible for opening of their financial proposals. The WBHB shall notify all technically qualified Bidders to attend the opening of the financial proposal. The financial proposal will then be opened online in front of attending Bidders.

3.17.7 The Bidders with the highest Bid may also be requested to make a presentation at their own cost, for clarifications, additional information on Bidder's capability, concept plan and the business proposal in this regard to WBHB. WBHB may seek further clarifications and make suggestions in respect of the proposal which should not in any manner effect a change in the rent Fee quoted by such Bidder or the manner of its payment and also should not constitute any material deviation affecting the relative position of any Bidder and also should not be inconsistent in any substantial way with the Bid Documents. The Bidder shall be obliged to incorporate these suggestions in his planning/proposals.

3.17.8 The arithmetical errors will be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of errors, its Bid shall be rejected & the EMD shall be forfeited.

3.17.9 The Bidder found eligible and quoting the highest amount as rent Fee in its Proposal shall normally be declared as the Selected Bidder for the Contract.

3.17.10 In the event of two or more Bidders quoting same amount in financial proposal for the Contract, WBHB may ask the tie Bidders to submit their revised Financial Proposals with the amounts quoted by them earlier as reserve price for such Financial Bid. In such case, the Bidder who amongst the tie Bidders, quotes the higher amount in the revised Financial Bid will normally be declared as the Selected Bidder for the Contract.

3.17.11 However, the confirmation of the highest Bid shall be at the sole discretion of the WBHB who does not bind itself to confirm to the highest Bid and reserves the right to reject the Bid without assigning any reasons whatsoever.

3.17.12 Further, in the event of the highest Bidder withdrawing its offer or not being selected for any reason in the first instance for the Contract, (the "First Round of Bidding"), WBHB without being under any obligations to do so, may, at its sole discretion, either invite the next higher Bidder to revalidate and/ or extend its EMD, as necessary and also match the Bid of the aforesaid highest Bidder for the Contract or annul the bidding process as deemed appropriate by WBHB in its sole discretion.

3.18 RIGHT TO REJECT BIDS

3.18.1 The WBHB reserves the right to reject any Bid if it is of the opinion that the Bidder lacks the expertise, experience and is not in possession of requisite infrastructure required for the purpose of the Contract. The discretion of the competent authority of WBHB in this respect shall be final and binding on all the Bidders.

3.18.2 The WBHB reserves the right to reject any/all Bids including the highest Bid or withdraw the Bid at any stage without assigning any reasons whatsoever. Nothing contained herein shall confer a right upon a Bidder or any obligation upon the WBHB.

3.18.3 The Bidder hereby voluntarily and unequivocally agrees that WBHB shall not be under any obligation or be liable for any acceptance, rejection or annulment of any/all Bids and the Bidder shall not seek any claims, damages, compensation or any other consideration whatsoever on this account, from WBHB.

3.19 MISREPRESENTATION/FRAUD/BREACH OF TERMS AND CONDITIONS

If it is discovered at any point of time that any Bidder has suppressed any facts or has given a false statement or has made any misrepresentation or has committed a fraud or has violated any of the terms of this Bid, the Bid shall be disqualified by WBHB. If the Bidder is a Consortium, then the entire Consortium and each Member shall be disqualified/ rejected. In such an event, the Bidder shall not be entitled to any compensation whatsoever, or refund of any amount/spaid.

3.20 DISPUTES

3.20.1 All disputes between the successful Bidder and WBHB shall be settled as per the Dispute Resolution procedure elaborated in the draft rent Agreement. During the bidding process, no dispute of any type would be entertained. Even in such cases where WBHB asks for additional information from any Bidder, the same cannot be adduced as a reason for citing any dispute.

3.20.2 The Courts at Kolkata shall have the sole & exclusive jurisdiction to try all the cases arising out of this BID document.

3.21 CONFIDENTIALITY

3.21.1 The information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. WBHB will treat all the information submitted as part of all the proposals in confidence and will insist that all that have access to such material treat it in confidence. WBHB will not divulge any such information unless it is ordered to do so by any Government Authority that has the power under law to require its disclosure or due to statutory compliances.

3.22 ACCEPTANCE OF THE OFFER

3.22.1 After the Bids are accepted by the Competent Authority of WBHB, the LOA shall be issued to the Selected Bidder.

3.23 EXECUTION OF RENT AGREEMENT

3.23.1 The Selected Bidder shall be required to pay the Upfront Fee (GST/ Other Taxes/ Cess. etc) and deposit the requisite Security Deposit in the form of Bank Guarantee to the WBHB within 15 days of issue of the LOA. (As per Clause 3.9.1)

3.23.2 The rent Agreement shall be executed within a period of 7 days from the payment of Upfront Fee & Security Deposit by the Selected Bidder to the WBHB and the commercial space will be handed over to the successful bidder within 15 days of the execution of the agreement. The date of handing over the commercial space shall be the commencement date of the agreement. Prior to signing of the rent Agreement, the Selected Bidder shall submit the certified true copies of all resolutions adopted by its/their Board of Directors authorizing it/them for the execution, delivery and performance of this Agreement to the WBHB. Also, joint measurement of the area shall be made by WBHB and authorized representative of selected bidder before signing of the rent agreement. The actual area calculated will be incorporated in the agreement and recurring and upfront payment will be calculated accordingly.

3.23.3 The access to the rented Space(s) shall be granted to the Selected Bidder only upon execution of the rent Agreement.

3.23.4 The responsibility for registration of rent agreement shall vest with the selected bidder and the cost of stamp duty for execution of the rent Agreement, the registration charges and any other related documentation charges and the incidental charges will be borne by the Selected Bidder.

3.23.5 In case of failure to sign the rent Agreement within the stipulated time, the WBHB shall retain the right to cancel the LOA and forfeit the Bidder's bid security and any other amount deposited till that time without being liable in any manner whatsoever to the Selected Bidder.

3.23.6 The failure to meet the abovementioned conditions, shall be construed as a breach of the Selected Bidder and WBHB shall be entitled to cancel the LOA without being liable in any manner whatsoever to the Selected Bidder and appropriate the bid security and any other amount deposited till that time as 'Damages'.

3.24 UNSUCCESSFUL BIDDERS

The bid security received from the Bidders who are not selected shall be returned by WBHB within 30 (Thirty) days of the declaration of the Selected Bidder. The bid security/ bid security shall be returned without payment of any interest.

SECTION 4

GENERAL CONDITIONS OF RENT AGREEMENT

4.1 Rented Space

4.1.1 After signing of LOA and execution of rent Agreement, the Selected Bidder shall be granted access to operate, manage and maintain the rented Space(s) at the Floor as mentioned in Clause 2.1 of this BID document.

4.1.2 Areas indicated in Clause 2.1 above are approximate. Actual area shall be measured at the time of providing the rented Space(s) and in case there is any variation, the Upfront Fee and the rent Fee shall be adjusted on pro-rata basis.

4.1.3 Similarly, in case any additional area (the 'Additional Area') is available and deemed feasible by WBHB, the Additional Area may be allotted to the tenant in the sole discretion of WBHB on the request made by the tenant upon payment of the rent Fee which shall be calculated on pro-rata basis at the prevalent rate of rent Fee on the date of such request made by the tenant. The rent Period of such Additional Area shall however be co-terminus with the rent Agreement.

4.2 WBHB shall provide:

4.2.1 The Officespace proposed to be given on rent shall be as is where is basis. Interiors and furnishing shall be done by the Tenant at their own cost without hampering any sort of Structure stability and with prior permission of WBHB.

4.2.2 There shall be charged a separate amount per month as service charge for upkeep and Maintenance of the Building including maintaining the common facilities (like Lifts, Stairs, water, common area, etc.).

4.2.3 One open car parking space for keeping one no car/vehicle will be provided for the each floor to be let.

4.2.4 Possession will be delivered on execution of rent agreement and payment of 12 months rent as well as service charges in advance.

4.2.5 No rented portion of the above said floor(5th floor) shall be sublet or subdivided without prior approval of WBHB.

4.2.6 The rent contract may be terminated with 3(three) months' notice from either side.

4.2.7 In the event of termination of the Agreement, the tenant shall deliver vacant and peaceful possession of the tenanted portion to the owner in as good a condition as it was when the tenant obtained possession.

4.2.8 Infrastructure provided by WBHB shall be as per terms and Condition in clause 4.12 herein below.

4.3 Works to be executed by Tenant:

Tenant shall be required to execute all works as required for the commercial use in the rented Space(s) without damaging any loads bearing / structural members and any services / utility etc. The works to be executed by tenant shall include but shall not be limited to the following:

4.3.1 All internal finishing works including internal partitions, doors, flooring, plastering, painting, etc should be done with prior permission by WBHB at his own cost.

4.3.2 Toilets.

a) All the finishing works of toilets in the rented out area including internal partition, plastering, dado work, flooring, internal fixtures, plumbing and connection with outlet provided both for water supply and drainage at each floor may be done by the tenant at his own cost.

b) Necessary arrangement for water purifier may be done by the tenant at his own cost.

Note: The above list is only indicative and Bidders are required to make their own assessment of the works needed as per their requirement with prior approval of WBHB.

4.4 Activities Permitted

4.4.1 Except for the activities banned by law or Govt. Regulations for usage of the rented Space(s) the rented Space(s) can be used for the purpose of office space / Banks / financial institutes / etc. WBHB reserves the right to ensure that there is no violation of the same.

4.5 Period of 'Rent'

4.5.1 The access to the rent Space(s) shall be granted to the Selected Bidder immediately from the date of execution of the rent Agreement which shall be executed within a period of 7 days from the payment of full Upfront Fee & Performance Security by the Selected Bidder to the WBHB (hereinafter referred to as "Commencement Date").

4.5.2 The rent granted under the rent Agreement shall be valid for a period of **10 (Ten)** years from the Commencement Date or till the termination by the WBHB in its sole discretion, whichever is earlier, during which period the Selected Bidder shall be obliged to pay the rent Fee and other payments, if any, as per the terms of the BID and rent Agreement.

4.6 Right to Sub-rent

4.6.1 The tenant shall not be entitled to sub-let the built up space to any person or entity (the "Sub-tenant").

4.7 End of the rent Period

4.7.1 At the end of the rent Period by efflux of time or premature termination for any reason whatsoever, all rights of the tenant under the rent Agreement shall cease to have effect including its rights over the rented Space(s), all the furniture and fixtures as well as other assets permanently attached to the rented Space(s) without any obligation on WBHB to pay or adjust any consideration or other payment to the tenant.

4.7.2 For the purpose of clarification, at the end of the rent Period, on any ground whatsoever, the WBHB shall have the absolute right to run the rented Floor on its own, or re-rent it to any third party or to manage it in any other manner as it may deem fit in its sole discretion.

4.8 Approvals from WBHB

4.8.1 All communication in all matters regarding the approvals related to the rented Space(s) shall be forwarded to the nodal officer as appointed by the WBHB. The nodal officer shall act as a single window for the tenant and shall be responsible for all the matters related to the rented Space(s).

4.8.2 The tenant shall forward all requests, such as approval of plans etc. related to the rented Space(s) to the nodal officer. Such requests, if completed in all manners, may be approved / rejected by the WBHB within 30 days of the receipt of therequest.

4.8.3 The nodal officer for this Bid will be the Dy. Director (EP) III, WBHB.

4.9 STATUTORY CLEARANCES

4.9.1 The tenant shall be required to adhere to the building design, but there are no limitations on planning and subdivision of the interior floor space. However, within these parameters, maintaining the structural safety and integrity shall be the sole responsibility of the tenant.

4.9.2 Notwithstanding anything mentioned above, the tenant is required to adhere to the provisions of the prevailing master plan and the building bye-laws of the authorities having jurisdiction over the rented space.

4.9.3 The tenant shall obtain all clearances and sanctions as required from the competent authorities for building sub-plans, utilities, firefighting, etc. It is to be clearly understood that all such clearances are to be obtained by the tenant and the WBHB may only provide assistance wherever possible without any obligation.

4.9.4 Procuring all the permissions/rents/tax etc. required from the statutory/ regulatory/ civic authorities concerned, to be able to use the rented Space(s) for desired commercial purposes/ business, will be sole responsibility of the tenant. WBHB shall not be responsible for any such procurement and shall not entertain any claims in this regard.

4.9.5 The tenant shall at all times adhere to all notices and circulars issued by WBHB in this regard.

4.10 ASSIGNABILITY & ENCUMBRANCES

4.10.1 The tenant shall not assign any of its rights, or interest in this rent Agreement in favor of any other company/person(s) at any time and for any reasons whatsoever.

4.10.2 Under no circumstance, shall the building or facilities constructed or installed at the rented Space(s) be mortgaged, charged or otherwise any lien (including negative lien), charge or encumbrance be created or agreed to be created in favor of any person, including the Lenders/Financial Institution(s) / Banks etc.

4.10.3 The tenant shall not allowed to monetize the rent area, facilities, constructions or installations therein, through Real Estate Investments Trusts (REITs)/Infrastructure Investment Trust setc.

4.11 INFRASTRUCTURE SERVICES

4.11.1 Electricity and Water Supply is available. The tenant will have to be pay proportionate charges as claim by WBHB for lift operation/pump operation and various maintenance and other incidental charges of common areas including staircase and campus of ABASAN. The tenant has to obtain separate power supply connection (for the rented space occupied by tenant) /telephone & internet connection.

4.11.2 The successful bidder shall make their own fire-extinguisher arrangements and ensure periodic refilling of them.

The Tenant shall ensure:

* The relevant NOC for its activities/usage from respective departments, if any

* Maintaining its fire equipment in good condition at all times.

* The trained staff round the clock at the premises.

- * No addition/ alteration are done without the prior approval of competent authority of WBHB.
- * Record of periodic check of fire equipment and installation is maintained as per relevant code of practice.
- * Deviation if any may be brought to the notice of WBHB, being controlling authority.

It is clarified that the tenant will be completely responsible for any loss of life or property in case of an emergency and/or due to non-function of fire safety system exclusively under scope and control of tenant. WBHB shall not be responsible for any loss of life and property in the rented premises due to any malfunctioning of fire system in case of any fire emergency.

4.11.3 The tenant shall provide unfettered access to the authorized representative of WBHB and its operation staff for the purpose of carrying out maintenance works if any inside the rented area at all times during the rent period. The tenant will not make any claims for damages, or seek any compensation on this account.

4.11.4 The tenant will submit all plans/ drawings and specification of material whatsoever including but not limited to internal partitions, fire detection & fighting, flooring, lighting, electrical, signage advertisement panels etc; for approval of WBHB before start of any work/s inside the rented area. WBHB reserves the right not to give approval if it deems such works may act as a hindrance in the smooth functioning of its operations or other tenants on the premises. All materials used including electrical materials should be fire resistant and as per standards prescribed by WBHB and in this connection the approval of WBHB must be taken before start of installation. The civil and electrical engineers and officers of WBHB will have full and unfettered access to inspect and check the materials before and after installation, and during the period of rent. All instructions issued by them in this regard will be complied with in full and within time stipulated by the said engineers/officers. No claim or compensation will be sought by the tenant on this account.

4.11.5 Internal distribution of power, air conditioning systems, fire fighting sprinklers, fire detection, advisable fire alarm panel etc. as per norms and fit out guidelines etc. required for the rented Space will however provided by the tenant at their own cost.

4.11.6 Prior approval shall be taken from the respective departments of the WBHB about the requirement and available infrastructure required like electricity, water for air conditioning etc. by the successful bidder.

4.12 PAYMENTS TO WBHB

4.12.1 In lieu of the rights granted to the tenant for the rented Space(s), the tenant shall make payments to WBHB in following manner:

a) Part A: Advance rent Fee

In addition to any outstanding dues over the tenant, it shall make advance payments for rent Fee on quarterly basis to the WBHB at the rate quoted in its Financial Bid (Refer to the format given in Annexure 4 of Section 4) within 7 days of commencement of respective quarter. All the taxes including the service tax, as applicable from time to time shall also be paid by the tenant in addition to the amount of the quoted rate of the rent Fee. The rent Fee shall be payable from the day falling after the date of the completion of the Fit-Out Period.

b) GST as applicable will be borne solely by the tenant.

c) All other statutory taxes, statutory dues, local levies, stamp duty, registration charges, etc. as applicable shall be charged extra from the tenant and shall have to be remitted along with the rent Fee for onward remittance to the Government. Property tax of the rented area shall be borne by tenant. The tenant shall indemnify WBHB from any claims that may arise from the statutory authorities in connection with this rent Agreement during the period of rent.

d) The maintenance charges for the maintenance of common facilities if any needs to be paid to WBHB latest by the 10th of each month.

4.12.2 The rent Fee referred to above in 4.13, shall be escalated at the rate of **20% every 3 years** from the date of commencement date.

4.12.3 The rent Fee in Clause 4.13. for the rented Space(s) shall become payable from the day after the date of end of the Fit-Out Period.

4.12.4 The maintenance fees, wherever applicable shall be payable from the date of execution of the rent Agreement.

4.12.5 In case of extension of the Commencement Date or Fit-Out Period or both, as the case may be, for whatsoever reason, the escalation on the rent Fee and maintenance fee shall be counted from the date of receipt of the Bids or execution of tenant Agreement.

4.12.6 The tenant will make the payments for each quarter in advance within seven days of the commencement of the respective quarter.

4.12.7 Any delay in payments in the preceding Clauses shall attract penalty of interest @7% per annum on the amount outstanding (calculated on a per day basis), till the time the respective payments have been received by WBHB. The delays beyond 60 days of the due dates for the payment of the respective rent Fee shall be treated as 'tenant Events of Default'. In such an eventuality the WBHB retains the right to encash the Performance Security and claim damages from the tenant and even terminate the rent Agreement as mentioned in the 'Performance Security' Clause of the Draft rent Agreement. In cases of termination of rent agreement, WBHB shall have the exclusive rights to cut water supply, electricity, sewerage connection to the rented area and also start process for eviction of tenant from WBHB property.

4.12.8 In the event of default of tenant in making payments of upfront premium, tenant fee, maintenance charges (as applicable), charges for electric supply, taxes or any other dues towards WBHB in prescribed time, WBHB shall be entitled to discontinue/disconnect the service of electricity / water / sewer etc in rented premises and debar the tenant from availing use of common areas / facilities (viz., use of stair case / lifts, etc). Apart from the said rights as stated, WBHB shall also have the rights including but not limited to restrict the access of tenant in rented premises and recover all dues along with interest.

4.13 Extension of Date of Commencement / Fit-Out Period /rentedPeriod

If in event of, the progress of work being delayed by any act or neglect of WBHB or its employees or by other contractor / tenant employed by WBHB or in executing the works on which tenant's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighboring owners or public authority arising otherwise through the tenant's own default etc, then upon happening of any such event tenant shall immediately bring it to the notice of WBHB within 30 days of happening of such an event and accordingly either Commencement Date or Fit-Out Period or rent Period individually or in combination may be extended suitably, as in the opinion of WBHB are reasonable having regard to the nature and period of delay and the type and quantum of works affected thereby. Apart from above, the tenant shall not be eligible for any other compensation for works so carried forward to the extended period of time. In addition, tenant shall also make constantly its best endeavors to bring down or make good the delay and shall do all that may be reasonably required to the satisfaction of WBHB to proceed with the works. Any failure or delay by WBHB to provide the tenant possession of the rented Space(s), or to give the necessary permission or necessary drawings or instructions or any other delay caused by the WBHB due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the rent Agreement or alter the character thereof or entitle the tenant to any damages or compensation. Nevertheless, in the event of the delay being due to reasons being attributable to tenant, or its failure to complete its obligations within specified time as per the rent Agreement, for the reasons other than the reasons attributable to WBHB, tenant shall not be entitled for any extension of date of Commencement Date or Fit-Out Period or rent Period whatsoever.

4.14 It is to be mentioned herein that the tenancy agreement in between WBHB and the prospective tenant/successful Bidder will not come under the purview of the West Bengal Premises Tenancy Act, 1956, as per provision of section 4 of the West Bengal Housing Board Act, 1972.

Formats for Submission

(Online Submission)

Annexure 1

Letter of Application

(To be submitted and signed by the Bidder's authorized signatory)

The Joint Director (EP),
West Bengal Housing Board,
105, S.N.Banerjee Road,
Kolkata – 700014.

Sub: BID for rent out of 5th Floor of ABASAN Building for 10(ten) years at 105, S N Banerjee Road Kolkata 700014, to any Government body or PSU Units/ Govt. Undertakings or any Private organization for office purpose.

Sir,

1. Being duly authorized to represent and act for and on behalf of(hereinafter referred to as the "Bidder"), and having studied and fully understood all the information provided in the Bid Document, the undersigned hereby applies as a Bidder for **"10(ten) years rent out of 5th Floor of ABASAN Building, 105 S N Banerjee Road Kolkata 700014, for any Government body or PSU Units/ Govt. Undertakings or any Private organization for office purpose."** on rent basis, according to the terms & conditions provided by WBHB

2. Our Technical & Financial Bid as per the requisite formats along with the supporting documents, duly filled and signed on each page are enclosed in separate sealed envelopes as specified.

3. The Earnest Money Deposit is enclosed in the Envelope 1 marked "Earnest Money Deposit".

4. WBHB and its authorized representatives are hereby authorized to conduct any inquiries/investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to the supporting information, to provide such information deemed necessary and requested by your selves to verify statements and information provided in the application or with regard to the resources, experience and competence of the Bidder.

5. WBHB and its authorized representatives may contact the following persons for any further information:

Name of the person (s):

Address:

Phone: Fax:

6. This application is made with full understanding that:

(a) Bids will be subject to verification of all information submitted at the time of bidding.

(b) WBHB reserves the right to reject or accept any bid, cancel the bidding process, and / or reject all bids and is not bound to accept the highest or any other bid it may receive.

(c) WBHB shall not be liable for any of the above actions and shall be under no obligation to inform the Bidder of the same.

7. We, the undersigned declare the statements made, and the information provided in the duly completed application forms enclosed, are complete, true and correct in every detail.

8. We hereby confirm that we have read, understood and accepted all the detailed terms and conditions of this BID and Contract related Information as required for the Bid. We have also visited the Contract Floor for the assessment and have made our own due diligence and assessment regarding the Contract. Expenses incurred by the Bidder in presenting or submitting this Bid or preparation etc. will not be reimbursed/refunded in the event of rejection.

9. I/We agree to engage qualified and trained staff fully conversant with the job and shall bear their salaries, wages and perks, incidental expenses including medical expense, if any.

10. I/We will also adhere to applicable Labour Laws, Social Legislation or any law as required under the Laws of the Land.

11. I/We will refrain from any activity that will tarnish the image of WBHB or the Government of WB in any form, engage in any illegal activities or fraudulence. I/We understand that in such case, if found guilty, the authority may terminate my term with immediate effect along with forfeiture of Security deposit.

12. We agree to keep our offer valid for one hundred eighty (180) days from the date of submission of Proposal thereof and shall not make any modifications in its terms and conditions, which are not acceptable to the WBHB and are in violation of the terms of the Bid Documents. We hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.

13. This application is made with the full understanding that the validity of bids submitted by us will be subject to verification of all information, terms and conditions submitted at the time of bidding and its final acceptance by WBHB. We agree that, without prejudice to any other right or remedy, WBHB shall be at liberty to forfeit the entire EMD.

Authorized signatory

Date:

Name and seal of Bidder

Place:

Encl:

1) The EMD/s of Rs. _____ lakh (Rupees _____ only) and/or _____/- (Rupees _____ only) in the form of Demand Draft/Pay Order/ BG bearing No. _____ drawn upon _____ (bank) dated _____. (Details of each EMD for two fold Packages).

2) Power Of Attorney for signing of Application Board resolution authorizing the signatory (Suggested Format at Annexure 8)

3) Memorandum of Agreement (MOA) in case of a Consortium

4) Relevant Submissions as per the given Formats

Annexure 2

General Information of the Bidder

1. (a) Name:
(b) Country of incorporation:
(c) Address of the corporate headquarters and its branch office(s), if any, in India:
2. Details of individual(s) who will serve as the point of contact.
 - (a) Name:
 - (b) Designation :
 - (c) Company:
 - (d) Address of Organisation/ Registered office:
 - (e) Telephone/Mobile Number:
 - (f) Fax Number:
 - (g) E-Mail Address:
 - (h) Website:
3. Year of commencement of business:
4. Name & Address of Ban
5. Trade License Registration No. & place of Registration:
(attach scanned copy)
6. GST details (attach scanned copy):
7. PAN No. (attach scanned copy):
8. P.F. Registration No. (attach scanned copy):
9. Audited Turnover for last 3 years (attach scanned copy)
Also attach IT assessment documents for the last 3 years.
10. State number of years of experience in Hotel operation
(attach scanned copy of supporting documents)

10. In case of Consortium:

a. The information above (1 & 2) should be provided for all the members of the consortium.

b. Information regarding role of each member should be provided:

Sl. No.	Name of Member	Proportion of Equity to be held in the Consortium	Role*

1 2 3 * Specify whether Lead Member / Ordinary Member

11. Any other information that the Bidder feels relevant for the award of Tender

Before the Rent out of the property, WBHB may visit the bidder's hotel/hotels to inspect the facilities and satisfy themselves on technical and operational matters. The bidders shall afford whatever assistance required in the process.

Note:

- a. In case of Partnership concern, the attested Photostat copy of the Registered Partnership Deed is to be enclosed. The Partnership deed should state specifically that a particular partner or partners are authorized to deal with any matter of Firm/Company. Certified Photocopy of the Income Tax assessment of the Partnership Firm as well as Individual Partners (for last 3 years) is to be enclosed.
- b. In the case of HUF Business, the Income Tax Registration Certificate is to be enclosed in addition to the above as per (b).
- c. In all cases, Income Tax Return for the immediately preceding financial year of the applicant/Bidder (valid as on date of submission of tender) should be enclosed.
- d. This covering letter written on company's letterhead must be attached with the Annexures as mentioned in Terms & Conditions to form part of Technical bid.

Signed

(Name of the Authorized Signatory)

For and on behalf of (Name of the Bidder)

Designation

Place:

Date:

Annexure 3

Summary of Financial Details

(In case of Consortium, each member to provide this separately)

S.N.	Description	Financial Data for Latest Last 3 Years (Indian Rupees)		
		2014-15	2015-16	2016-17
1	Total Assets			
2	Total External Liabilities			
3	Net Worth [= 1 - 2]			
4	Annual turnover			

Note:

- 1) Attach certified copies of Annual Audited Balance Sheets and IT Returns Certificate for the preceding 3 (Three) years.
- 2) The above data must be submitted for all Relevant Consortium members, duly certified by CA/Statutory Auditor.
- 3) All such documents reflect the financial data of the Applicant or member in case of JV, and not sister or Parent Company.
- 4) Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.

Signed

(Name of the Authorized Signatory)
For and on behalf of

(Name of the Bidder)

Designation

Place:

Signature of CA/ Statutory Auditors
(with seal & registration no.)

Date:

Annexure 4

Format for Financial Proposal

“10(ten) years rent out of 5th Floor of ABASAN Building, 105 S N Banerjee Road Kolkata 700014, for any Government body or PSU Units/ Govt. Undertakings or any Private organization for office purpose.)”

(To be submitted and signed by the Bidder's authorized signatory with the quoted recurring payment.)

The Joint Director (EP),
West Bengal Housing Board,
105, S.N.Banerjee Road,
Kolkata-700014.

Sub: **“BID for “10(ten) years rent out of 5th Floor of ABASAN Building, 105 S N Banerjee Road Kolkata 700014, for any Government body or PSU Units/ Govt. Undertakings or any Private organization for office purpose.)”**

Sir,

We hereby submit our Financial Offer for the Contract. If the Contract is awarded to us, we agree to make the following payments to WBHB as per the terms given in the Request for Proposal (BID) Document. 1. Monthly rent Fee rate of Rs..... (in figures)(Rupees (In words) for a rent Period of 10 yrs.

2. The rent Fee shall be escalated @ 20% every 3 years as per escalation Clause No from the due date of first rentFee.

3. Over and above the rent Fee, we also agree to pay all charges for the energy, water and other utility services if any to the extent provided at the rented Space(s).

4. In an event, we are the selected bidder, any failure to deposit Performance Security within 30 days from the issue of LOA would entitle the WBHB to forfeit theEMD.

5. The arithmetical errors will be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words will prevail. If I/we do not accept the correction of errors, this Bid will be rejected & EMD will beforfeited.

6. G.S.T. as applicable and other applicable taxes including property tax from time to time will also be paid by us/me in addition to the aforesaidcharges.

This offer is being made by us/me after taking into consideration all the terms and conditions stated in theBID document, and after careful assessment of the spaces, all risks and contingencies and all other conditions that may affect the financial proposal. We agree to keep our offer valid for 180 days from the due date of submission of thisProposal.

Authorizedsignatory

Date:

Name and sealofBidder

Place:

Annexure 5

Affidavit

(Notarized on Stamp Paper of Requisite Value as per Applicable Law)

I,, S/o,resident of, the(insert designation) of the(insert name of the single bidder/consortium member if a consortium), do solemnly affirm and state as follows:

1. I say that I am the authorized signatory of(insert name of company /consortium member) (hereinafter referred to as "Bidder/Consortium Member") and I am duly authorized by the Board of Directors of the Bidder/Consortium Member to swear and depose this Affidavit on behalf of the Bidder/Consortium Member.
2. I say that I have submitted information with respect to our eligibility for West Bengal Housing Board's (hereinafter referred to as "WBHB") Rent out of commercial spaces under WBHB (hereinafter referred to as "Floor Space") Request for Proposal ('BID') Document and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
3. I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by WBHB to verify our credentials/information provided by us under this Bid and as may be deemed necessary by WBHB.
4. I say that if at any point of time including the rent Period, WBHB requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of WBHB.
5. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our BID shall entitle us to be disqualified from the bidding process for the Contract. The costs and risks for such disqualification shall be entirely borne by us.
6. I state that all the terms and conditions of the Request for Proposal (BID) Document have been duly complied with.

VERIFICATION:-

DEPONENT

I, the above named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed. Verified at, on thisday of, 2019.

DEPONENT

ANNEXURE 6

FLOOR PLANS AND AREA BREAKUP STATEMENT

Floor plan may be collected from the O/o The Joint Director (EP), West Bengal Housing Board, 105, S.N.Banerjee Road, Kolkata-700014.

N.B. : The Floor map is Annexed with the Tender Document

ANNEXURE 7

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION

Know all men by these presents, we..... (name and address of the registered office)
Do here by constitute, appoint and authorize as our attorney, to do in our
name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our
bid for the Contract, including signing and submission of all documents and providing
information/responses to WBHB, representing us in all matters before WBHB, and generally dealing with
WBHB in all matters in connection with our Bid for the Contract. We hereby agree to ratify all acts, deeds
and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds
and things done by our aforesaid attorney shall always be deemed to have been done by us.
For.....

Accepted

..... (Signature)

(Name, Title and address) of the Attorney

Note:

* The mode of execution of the Power of Attorney should be in accordance with the procedure, if any,
laid down by the applicable law and the charter documents of the executants and when it is so required
the same should be under common seal affixed in accordance with the required procedure.

ANNEXURE-8

FORM OF BANK GUARANTEE FOR BID SECURITY

(To be stamped in accordance with Stamp Act, if any, of the country of issuing bank)

1. KNOW ALL MEN by these presents that we (Name of Bank) having our registered office at (Name of country) (hereinafter called "the Bank") are bound unto West Bengal Tourism Development Corporation Limited (hereinafter called "the WBHB") in the sum of ` for which payment will and truly to be made to the said WBHB, the Bank binds itself, its successors and assigns by these presents.

2. WHEREAS (Name of Bidder) (hereinafter called "the Bidder") has submitted its bid dated _____ for **"10(ten) years rent out of 5h Floor of ABASAN Building, 105 S N Banerjee Road Kolkata 700014, for any Government body or PSU Units/ Govt. Undertakings or any Private organization for office purpose."** hereinafter called the tender.

AND WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of as Bid Security against the Bidder's offer as aforesaid.

AND WHEREAS (Name of Bank) have, at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

3. We further agree as follows:

a. That the WBHB may without affecting this guarantee grant time or other indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said bid and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the WBHB and the Bidder.

b. That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Bidder.

c. That any account settled between the WBHB and the Bidder shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.

d. That this Guarantee commences from the date hereof and shall remain in force till (date to be filled up) (up to 240 days from the date of tender).

e. That the expression 'the Bidder' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

4. THE CONDITIONS OF THIS OBLIGATION ARE:

a. if the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Tender, or

b. if the Bidder does not accept the correction of his bid price in terms of Clause 3.20.7 of the "BID document".

c. if the Bidder having been notified of the acceptance of his bid by the WBHB during the period of bid validity:

i. fails or refuses to furnish the Security Deposit in accordance with Clause 3.9 of the "BID document" and/or

ii. fails or refuses to enter into a Contract within the time limit specified in Clause 3.23 of the "BID document".

We undertake to pay to the WBHB mere on demand without demur up to the above amount upon receipt of his first written demand, without the WBHB having to substantiate his demand provided that in his demand the WBHB will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a), (b), (c) mentioned above, specifying the occurred condition or conditions.

Signature of

Authorized Official of the Bank

Signature of Witness

Name:.....

Name of Official.....

Address:.....

Designation.....

Stamp/Seal of the Bank

Notes:

1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the 'Bank Guarantee'.
2. The 'Bank Guarantee' shall be from the Scheduled Commercial Bank based in India, acceptable to WBHB.

ANNEXURE- 9

UNDERTAKING FOR CORRUPT & FRAUDULENT PRACTICE

We declare that in the submission of this no Bid agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the bid price does not include any such amount. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

NOTE:

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the Bidder or constituent member in case of JV/Consortium.