



WEST BENGAL HOUSING BOARD

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

‘A B A S A N’, 105, S. N. Banerjee Road, Kolkata – 700014,

Phone : (033) 2265-1965, 2264-1967 / 3966 / 8968 / 4974 / 0950.

Fax : (033) 2264-

1480 / 0979, Web site : www.wbhousingboard.in Email : wbhousingboard@gmail.com

Memo .No:- 679 /JD(EW)-III/HB

Dated :- 02.08.2021

No:-WBHB/JD(EW)-III/NieQ-01/2021-22

The Joint Director (EW)-III, West Bengal Housing Board, invites NieQ for the work detailed in the table below. (Submission of Bid through online).

Name of Work	Earnest Money	Cost of Bidding documents (Non- refundable)	Period of Completion	Officer-in-charge of the work	Eligibility of Bidder
Engagement of Marketing Agency for selling 632 units Flats at Sunray Housing Project at Newtown Kolkata under WBHB.	Rs 5,00,000.00 To be deposited in the mode of ONLINE (Netbanking / NEFT / RTGS)	Cost of Bidding document is not required during participation in NIEQ It will be communicated later on.	36(Thirt y Six months) from the date of issue of wokorde r	JHC & SECY	Bonafied and Resourceful Agencies having experience in similar nature of service fulfilling requisite eligibility criteria as stated in the NIEQ Documents Eligibility.

1.In the event of e-filling, intending bidder may download the tender documents from the website: <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate & **Earnest Money**

has be deposited by the bidder electronically:

- i) online through his net banking enabled bank account, maintained at any bank or:
ii)offline through any bank by generating NEFT/ RTGS challan from the e-tendering portal.

- (i. [Net banking \(any of the banks listed in the ICICI Bank Payment gateway\) in case](#)
(ii. [of payment through ICICI bank payment gateway.\)](#) Intending Bidder will get the

Beneficiary details from e-tender portal with the help of Digital Signature Certificate and may transfer the EMD from their respective Bank

- (ii. [RTGS/NEFT in case of offline payment through bank account in any bank.](#))

Intending bidder who wants to transfer EMD through NEFT/RTGS must read the instruction of the Challan generated from e Procurement site. Bidders are also advised to submit EMD of their bid, at least 3 working days before the bid submission closing date as it requires time for processing of Payment of EMD. Bidders eligible for exemption of EMD as per Govt. rule may avail the same and necessary documents regarding the exemption of EMD must be uploaded in the EMD folder of Statutory bid documents.

The rate of the Tender of contract is to be submitted duly digitally signed in the website Within stipulated date and time. The hard copy of the documents given online should be submitted. The lowest bidder should produce in original to the office of undersigned for verification.

2. Both **Technical bid and Financial Bid** are to be submitted in technical (Statutory & Non-Statutory folder) and financial folder concurrently duly digitally signed in the website <http://wbtenders.gov.in> as per Tender time schedule stated in Sl. No. 9

The documents submitted by the bidders should be properly indexed & digitally signed.

3. The FINANCIAL OFFER of the prospective Bidder will be considered only if the TECHNICAL Document (both statutory and non-statutory) of the Bidder found qualified by the, Tender committee W.B.H.B. The decision of the Tender committee, W.B.H.B. will be final and absolute in this respect. The both list of Responsive and Non-Responsive Bidders will be displayed in the website and also in the Notice Board of the Joint Director (EW)-III, W.B.H.B. on the scheduled date and time.

4. . For any queries and clarification, interested Marketing Agency may visit the sites and may contact the Authorised person of Office of JHC & SECY at the address mentioned below.

5. Address for Communication :

Officer _In _ Charge:- JHC & SECY
WEST BENGAL HOUSING BOARD
‘A B A S A N’, 105, S. N. Banerjee Road, Kolkata – 700014,
Phone : (033) 2265-1965, 2264-1967. Fax : (033) 2264-1480/ 0979.
Web site : www.wbhousingboard.in
Email : wbhousingboard@gmail.com

WBHB reserves the right to accept/reject any or all proposals without assigning any reason thereof.

7. **No Mobilisation Advance and Secured Advance** will be allowed.

8. Bids shall remain valid for a period not less than **120 (One hundred twenty) days** after the dead line date for Financial Bid submission. If the bidder withdraws the bid during the period of bid validity the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.

9. **Important Information: Date & Time schedule**

Sl.NO	Particulars	Date & Time
1.	Date of uploading of N.I.Q. and Bid	03.08.2021 at 16.00 hrs.
2.	Date & time of start of downloading Bid	03.08.2021 at 16.00 hrs.
3	Date and Time of Pre-Bid meeting in the Board room of WBHB	16.08.2021 at 14.30 hrs
4.	Date & time of start of Bid submission (On line)	27.08.2021 at 11.00 hrs
5.	Date & time of closing of Bid Submission	10.09.2021 at 11-00 hrs
6.	Date & time of Bid opening for Technical Proposals (Online)	13.09.2021 at 11-00 hrs
7.	Date of uploading list of technically qualified bidders (online)	To be notified after evaluation of Technical Bid.
8.	Date & time of Bid opening for Financial Proposal (Online)	To be notified during uploading of Technical Evaluation Sheet of Bidders

10 Earnest Money : The amount of Earnest Money **Rs.5,00,000.00** is to be submitted in the mode of ONLINE (Netbanking / NEFT / RTGS) in favour of '**WEST BENGAL HOUSING BOARD**' against the

work. This clause is applicable for all categories of applicants. Earnest money so deposited by the successful bidder shall on issuance of work order be automatically converted into part security money and a balance amount of each running account bill shall have to be deducted to make it a total 10 % of security deposit of the work and **will be release after successful completion of the work.**

11. Payment terms & condition- Agency should submit the bill in triplicate to **JD(EW)-III** for payment. 75 % will be released only after selling of flats & balance 25% will be released after completion of post sell activities.

1st phase one and half year, from the date of issue of work order. And 2nd phase is balance one and half year total tenure of service is 3 years.

12. The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its Surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the NIEQ, before submitting offer with full satisfaction, the cost of visiting the site shall be at his own expense.

13. The Proposal Inviting Authority reserves the right to reject any application for participating in bidding process and to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by any Agency at the stage of Bidding.

14. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' (ITB) and various conditions in "Conditions of Contract", "Special Terms & Conditions" & other bidding documents before Proposing the bids.
15. No Conditional/ Incomplete Proposal will be accepted under any circumstances.
In case of ascertaining the authority of the intending bidders at any stage of Proposal process or execution of work, necessary registered irrevocable power of attorney in original is to be produced for verification as and when asked for by the Proposal Inviting & Accepting Authority / Engineer -in- Charge.
16. During the scrutiny, if it comes to the notice to Proposal inviting authority that the credential or any other paper found incorrect/ manufactured/ fabricated, that bidder would not be allowed to participate in the Proposal and that application will be out rightly rejected without any prejudice.
The Proposal Inviting Authority reserves the right to cancel the NleQ. due to unavoidable circumstances without assigning any reason, whatsoever, to the bidders and no claim in this respect will be entertained.
17. During the process of scrutiny of Proposal document, the Proposal inviting authority or his authorized representative may verify the credential and other related documents as submitted by the Bidders with the original, if necessary. After verification, if it is found that the documents submitted by the Bidders is either manufactured or false, the bid submitted by the Bidder will be summarily rejected and the Earnest Money deposited by the bidder will be forfeited by the Proposal Inviting Authority without assigning any reason thereof.
18. The set of Proposal/Bidding Documents comprises the documents listed below:
 - i) Request For Proposal with all addenda & corrigendum, if any.
 - ii) Instruction to Bidders
 - **General**
 - **Preparation of Bids**
 - **Submission of Bids**
 - **Bid Opening and Evaluation**
 - **Award of Contract**
19. The documents forming the Contract shall be interpreted in the following order of priority:
 - i) Agreement,
 - ii) Letter of Acceptance,
 - iii) Notice to proceed with the work (i.e Work Order),
 - iv) Contractor's Bid,

20. Qualification criteria.

The Proposal inviting & Accepting Authority through a 'Proposal Evaluation Committee' will determine the eligibility of each bidder. The bidders shall have to meet all the minimum criteria regarding :

a)Financial Capacity.

b)Experience/Credential.

The eligibility of a bidder will be ascertained on the basis of the digitally signed documents in support of the minimum criteria as mentioned in a, b, above and the declaration executed through prescribed affidavit in non-judicial stamp paper of appropriate value duly notarized.. If any document submitted by a bidder is found either manufactured or false, in such cases the eligibility of the bidder/ Agency will be out rightly rejected at any stage without any prejudice with forfeiture of earnest money forthwith or will be debarred from participation in any Proposal within the jurisdiction of W BHB for a period of 1 (one) year or more as deemed fit by the Proposal Inviting authority.

21. "Where an individual person holds a digital certificate in his own name duly issued to him against the company or the firm of which he happens to be director or partner, such individual person shall, while uploading any Proposal for and on behalf of such company or firm, invariably upload a copy of registered power of attorney showing clear authorization in his favour by the rest of the Directors of such company or the partners of such firm, uploading such Proposal. The power of attorney shall have to be registered in accordance with the provisions of the Registration Act, 1998"

22. **Refund of EMD:** The Earnest Money of all the unsuccessful Tenderers, deposited online, shall be refunded in accordance with the Memorandum of the **Finance Department Govt Of WB vide No. 3975-F(Y) dated 28th July, 2016. (Refer - in Bidders Guideline/Instruction to Bidders)**

23. Check List for Submission of NIEQ

- **NIEQ Document.**
- **Eligibility Criteria.**
- **EMD in the mode Online (Net banking/NEFT/RTGS).**
- **Audited Balance sheet (Last three financial years).**
- **Income tax return for latest Assessment Year.**
- **Pan card Xerox copy.**
- **Latest Tax return. (IF Any)**
- **GST registration details.**
- **P.F & ESI documents (If applicable).**
- **Valid Trade license**
- **A written power of attorney authorizing the signatory of the bid.**

**Joint Director (EW)-III
West Bengal Housing Board**

Memo .No:- 679 /(13)/JD(EW)-III/HB

Dated :- 02.08.2021

Copy forwarded 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(E.P), WBHB
- 7-10 JD (EW)I / II / (EEW) / WBHB
11. JHC & SECY., WBHB with the request to publish the Notice in BOARD's Web site
12. Estimator(EW)II, WBHB.
13. Notice Board.

**Joint Director (EW)-III
West Bengal Housing Board**

**REQUEST FOR PROPOSAL
FOR MARKETING AGENCIES
FOR SUN RAY HOUSING PROJECT UNDER WEST BENGAL HOUSING BOARD**

DISCLAIMER

1 This Request for Proposal (RFP) document is neither an agreement nor an offer by the West Bengal Housing Board to the prospective Applicants or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.

2 WBHB does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for WBHB to consider particular needs of each party who reads or uses this RFP document. This RFP includes statements which reflect various assumptions and assessments arrived at by WBHB in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.

3 WBHB will not have any liability to any prospective Marketing Agency/Firm/ Consortium or any other person under any laws (including without limitation the law of contract, TOR), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of WBHB or their employees, any Marketing Agency or otherwise arising in any way from the selection process for the Assignment. WBHB will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RFP.

4 WBHB will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that WBHB is bound to select a participant to appoint the Selected Applicant, as the case may be, for the Marketing Agency and WBHB reserves the right to accept/reject any or all of proposals submitted in response to this RFP document at any stage without assigning any reasons whatsoever. WBHB also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Application.

5 The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. WBHB accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

6 WBHB reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP / amended RFP will be made available on the website of WBHB.

Background and Objective

1.1

Introduction

The Govt. of West Bengal has been supportive to its housing section since long considering the emergence of nuclear families, rapid urbanization and rising household income, which are likely the key drivers for growth in all spheres of real estate including residential, commercial and retail. The State has always laid emphasis on the concept of “housing for all”, keeping in view, in public interest, the dreams and wishes coupled with the probable financial limitations of the “economically weaker section” of the society, which constitutes a substantial part of the populace, the well-being of which is the first and foremost concern of the Government. The implementation of the plan of affordable housing has been a masterstroke in itself, which in addition to boosting the housing sector, has also gone a long way in the development of the State as a whole and upliftment of the condition of the general public at large. Guidelines are already in force for regulating the price of accommodation for the not so economically strong section of the society. The West Bengal Housing Board, under the administrative control of the Housing Department, is one of the formidable arms of the State for realizing its aims on this first. Residential accommodation at various places of the state are being offered in LIG and MIG categories (as well as in HIG category) through online application mode and subsequent lottery system, to ensure due transparency and fairness in the process of ownership, besides providing for a sweet home amongst all walks of the society. Since inception WBHB sold flats LIG, MIG and HIG category through lottery (Conventional method) this is the 1st time WBHB is willing to engage a Marketing Agency to sell out the Flats of SUNRAY HP HIG category, which is under construction.

1.2

Objective

WBHB Decided to sold out the flats of Sunray Housing Project through a competent Marketing Agency to sell out the flats as quick as possible

1.3

Pre-qualification

With a view to perform above activities; WBHB intends to pre-qualify experienced agencies that can perform works related to marketing and promoting in a professional way.

2.

INSTRUCTION TO BIDDERS

General guidance for e-tendering

Instruction/Guidelines for tenders for electronic submission of the tenders online have been annexed for assisting the contractors to participate in e-Tendering.

1. Registration of bidder

Any bidder willing to take part in the process of e-Tendering will have to be enrolled and registered with the Government system through log In on to <https://etender.wb.nic.in> (or on the web portal of West Bengal Housing Board). The contractor is to click on the link for e-Tendering site as given on the web portal.

2. Digital Signature Certificate (DSC)

Each bidder is required to obtain a class-II or class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the website stated in clause-1 above. DSC is given as a USB e-Token.

3. Collection of Tender Documents

The Bidder can search & download NIT and bid documents electronically from computer once he logs on to the website mentioned above using the Digital Signature Certificate. This is the only mode of collection of tender documents.

4. Participation in work

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job, all his applications will be rejected for that job.

5. Submission of Bids

Bids are to be submitted through online to the website stated in Cl. 1 in two folders at a time for each work, one in Technical Proposal & the other in Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

A. Technical proposal

The Technical proposal should contain scanned copies of the following to be uploaded duly Digitally Signed in TECH Folder (except NIT, WBHB Tender Form & Special Terms and condition, to be uploaded duly Digitally Signed in the respective folder)

Non Statutory Cover Containing (Packet 1)

1. Particulars relating to Qualification of Bidder–Eligibility and Qualification Criteria as per Clause 6.
2. Self-attested copies of PAN CARD, PF & ESI (If applicable), IT Acknowledgement Receipt for the latest Assessment year/ P.T.(Deposit Challan) and GST Registration Certificate, valid Trade license
3. A written Power of Attorney authorizing the signatory of the bid.
4. Undertaking for not blacklisted as per Vol II Section 3C

b). Financial Proposal to be Submitted by the Bidder

Statutory Cover Containing (Packet 2)

- i) Entire original RFP document containing the financial offer.

(C). Penalty for suppression/distortion of facts/Non Performance/Losses

Submission of falsified document by Proposals strictly prohibited and in case of such act by the Proposals the same may be referred to the appropriate authority for prosecution as per relevant IT Act with forfeiture of earnest money forthwith. In case of non-performance /Loss, the performance BG shall be en-cash proportionately.

(D). REJECTION OF BID

The Employer (Proposal accepting authority) reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without there by incurring any liability to the affected Agency or any obligation to inform the affected Agency of

the ground for Employer's (Proposal accepting authority) action.

(E) Opening of Financial Bid

a) Financial proposals will be opened by the Joint Director(EW)-II along with other authorized Engineer Officer(s) of WBHB electronically as per schedule date, time place.

(F) Award of Contract

The Agency whose Bid has been accepted will be notified by the Tender Inviting and Accepting Authority through acceptance letter/ Letter of Acceptance. The Letter of Acceptance will constitute the formation of the Contract. The Agreement in Printed Proposal Form will incorporate all necessary documents e.g. LOA, NleQ./RFP with all addenda-corrigendum, Instruction to Bidders Contractor's Bid & B.O.Q. and the same will be executed between the Bid Accepting Authority and the successful Bidder.

Throughout these bidding documents, the terms 'bid' and 'Proposal' and their derivatives (bidder/Proposal, bid/Proposal, bidding/PROPOSAL, etc.) are synonymous.

(G) EXTENSION OF TIME:-

Extension of time may be allowed with the same terms and condition if the situation, So demands, and it will totally depend upon and according to the discretionary power of Officer in Charge.

(H) FINANCIAL Evaluation

The L1 will be decided by adding all the rates quoted and evaluated by the Department as per terms and condition of the RFP. ie L1 will be calculated according to the overall the total quoted amount not on individual item of schedule of works.

SECTION 3A.

PRE-QUALIFICATION APPLICATION

T
o

The Joint Director (EW)-II
West Bengal Housing Board.

Ref:-Tenderfor(Nameof work)

.....

.....

.....[RFPNo_____]

DEAR SIR,

Having examined the Statutory, Non statutoryand RFP 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 same.

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

Weare interested in bidding for the works given in Enclosure

to this letter. We understand that:

- (a) Tender Inviting & Accepting Authority can amend the scope & value of the contract bid under this project.
- (b) Tender Inviting & Accepting Authority reserves the right to reject any application without assigning any reason;

Encl:-e-Filling:

1. Statutorydocuments.
2. Nonstatutorydocuments

Signatureof applicant including title

Date:-
and capacityinwhichapplication ismade

SECTION 3B.

FORM OF AGREEMENT

This CONTRACT (here in after called the "Contract") is made the _____ day of the month of _____, 2021 between on the one hand The Joint Director (EW)-III, West Bengal Housing Board, 'ABASAN', 105, S.N. Banerjee Road, Kolkata-700014 (here in after called the "Client") and, on the other hand, _____ (here in after called the "Agency")

WHEREAS

- (A) The Client has requested the Marketing Firm to provide "Marketing" as defined in the General Conditions attached to this Contract (here in after called the "Services");
- (B) the Agency, having represented to the Client that they have the required personnel have agreed to provide the Services on the terms and conditions set for this Contract;

NOW THEREFORE the parties here to hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a) The Agreement
 - b) Letter of Acceptance
 - c) Addendum to the NIQ Document, if any
 - d) Form of Bid duly filled up
 - e) Instructions to Bidder
 - f) Financial Offer with Payment Schedule
 - g) Notice Inviting Quotation & The General Conditions of Contract
 - h) Other Documents as agreed upon
2. The mutual rights and obligations of the Client and the Agency shall be as set forth in the Contract in particular:
 - (a) The Agency shall carry out the Services in accordance with the provisions of the Contract, and
 - (b) The Client shall make payments to the Agency in accordance with the provisions of the Contract.

IN WITNESS WHERE OF, the Parties here to have caused this Contract to be signed in their respective names as of the day and year first above written.

**FOR AND ON BEHALF
OF [CLIENT]**

By _____
Authorized Representative

**FOR AND ON BEHALF OF
[Marketing Agency]**

SECTION 3C.

UNDERTAKING FOR NOT BLACKLISTED

We do hereby undertake that we have not been blacklisted order registered by any central/state government department or public sector undertaking and also that none of our work was rescinded by the client after award of contract during last 5 years.

.....

...

STAMP & SIGNATURE OF AUTHORIZED
SIGNATORY

General Instructions

- 1)The proposals shall be submitted through on line. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposal.
- 2)The Proposals shall be signed and submitted by the Authorized Signatory of the Agency. The authorization shall be attached as part of the Proposal and shall be in the form of a written power of attorney/ board resolution or in any other form demonstrating that the representative has been duly authorized to sign.
- 3)The Agency shall bear all costs associated with the preparation and submission of their proposals. WBHB is not bound to accept any or all proposals, and reserves the right to annul the selection process at any time prior to award of contract, without any liability to WBHB
- 4)Agencies may seek clarifications, if any, at the time of Pre-bid meeting. Proposals must reach WBHB office as per the date and time mentioned in the NleQ.
- 5) Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant and Liable for cancellation.
- 6)The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- i) Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - ii) Consult with any Applicant in order to receive clarification or further information;
 - iii) Retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Applicant; and/or
 - iv) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 7) All the soft copies and print materials shall be the property of WBHB. All rights will be reserved by WBHB. Any material in any form shall not be used by the agency without prior permission of WBHB and indemnify WBHB about any use of copyright, banned material, losses, etc.
- 8) Participation in the bidding process does not guarantee that the firm will be Awarded. As per pre-qualification and technical & financial evaluation shall be Awarded by the WBHB.
- 9) The costs incurred by the agency(s) in making this offer, in providing clarification or attending discussions, presentation, meetings etc. shall be borne by the agency.
- 10) The language for submission of bid shall be English.
- 11) Financial data, work costs, value of work etc. shall be given in Indian rupees only.
- 12) If a proprietary firm makes an application, it shall be signed by the proprietor, above, his full name and the full name of his firm with its current address.
- 13) If an application is made by a firm in partnership, it shall be signed by all the partners of the firm, above their full names and current addresses or by a partner holding the power of attorney of the firm by signing of the application in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed, current address of the firm and the full names, and current address of all the partners of the firm shall also accompany the application.
- 14) If a limited company or a limited corporation makes an application, duly authorized person holding the power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application shall sign it. Such limited company or Corporation will be required to furnish satisfactory evidence of its existence before the contract is awarded..
- 15) Joint Ventures (JV's)/Consortium's are not allowed.
- 16) While submitting the Annexure duly filled in, the applicant shall enclose latest copies of brochures and technical documentation giving more information about the firm and all the members.
- 17) Applicants are also required to furnish the names of works for which their firm have already been Awarded/pre-qualified for such works since last five years.
- 18) Reserve the right to reject any or all bids without assigning any reasons and the WBHB decision in this connection shall be final and binding.

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Eligibility, Experience & Technical Evaluation Criteria:

Agencies who meet the following eligibility criteria will be qualified and in case required shall be invited for making presentations to a committee constituted by WBHB as a part of Technical Evaluation.

3.1

Eligibility Criteria

- i. 3.1.1 The Bidder should be a registered Indian Company under “The Company Act, 1956/2013” or a Partnership firm incorporated under Partnership Act, 1932. Documentary proof to be uploaded.
- ii. The Bidder must be financially sound with a minimum Annual Turnover of INR 10 Crs (Indian Rupees Ten Crores only) in the last 5 year. For Annual Turnover, certificate from Chartered Accountant shall be produced.
- iii. The Agency should have Valid Trade License, PF Code No. PAN Card and GST Registration Certificate; copies of which shall be uploaded.

3.1.2 Offices: Agency should have an office at Kolkata Address, Telephone and location of other offices across India and/or abroad should also be submitted.

3.1.3 Net worth – Net worth of financial year 2019-20 should be positive.

3.1.4 Films & Online: The agency must have capabilities for **arranging** production of films, audio-visuals, radio jingles as well as online advertising. Details of work done along with client details to be furnished.

3.1.5 Manpower: The agency should have adequate number of experienced professionals / employees with them. Details of key personnel/staff are to be furnished.

3.1.6 Agency(s) shall attach all the relevant supporting documents with respect to amount of work already completed like work completion certificates or final payment certificate as the case may be from the concerned Department, organization, parties etc. In case of self developed project, self certificate mentioning project details and no of units sold have to be produced. Certificate issued by Group of companies is also acceptable.

3.1.7 Blacklisting

The agency should not be blacklisted by any Government body and/or State Govt., Govt. PSUs and corporation etc. An affidavit to this effect should be provided by the agency on appropriate stamp paper for the samples and publications provided. In case it is established during the evaluation of proposals that an organization has been blacklisted by any Govt. body and/or State Govt. agency, State PSU etc., the bid proposal of that organization will be summarily rejected.

3.2

Evaluation of Proposals

The proposals shall be evaluated against each of the categories highlighted in Clause no. 3.1-3.1.7 above and those applicants meeting all the above mentioned requirements will be considered for Technical evaluation.

4.) Proposal Evaluation committee (PEC)

- i. **Opening and evaluation of Proposal:-**
If any Agency is exempted from payment of EMD, copy of relevant order needs to be furnished.
- ii. Technical proposals will be opened jointly by The Joint Director (EW) III and any other Engineer Officer(s) of WBHB (holding DSC) electronically from the website using their Digital Signature Certificate.
- iii. Intending Agency may remain present, if they so desire.
- iv. Cover (folder)
statutory documents should be opened first. If there is any deficiency in the statutory documents, the Proposal will summarily be rejected.
- v. Decrypted (transformed in to readable formats) documents of the non-statutory cover will be downloaded and handed over to the Proposal Evaluation Committee.
- vi. Bid opening summary of the Technical Bid is the uploaded to send email to all the participating Bidders.
- vii. Pursuant to scrutiny and decision of the Proposal Evaluation Committee, the summary list of Qualified & Non-qualified Bidders for the work (mentioning the serial number) will be uploaded in the web portals.
- viii. While evaluation, the committee may sum on the Agency and seek clarification/ information or additional documents or original hard copy of any of the documents already submitted and if the produced within the stipulated time frame, their proposals will be liable for rejection.

General Terms and Conditions

4.1

Definitions and Interpretations

"Agency" shall mean the individual firm or company incorporated for undertaking the activities related to professional Marketing and related services and shall include the legal personal representatives of such individuals or the persons composing the firm of Company or the

successors of the firm/Company and the Marketing assignees of such individual or firm of Company. "Services" mean the Services performed by the Agency.

4.2

Representation and Warranties

Agency warrants and covenants that the Services shall be performed to the highest professional standards in a safe manner in accordance with accepted practices in the area of Marketing of real estate.

4.3

Termination

4.3.1 WBHB shall be entitled to terminate this contract at no cost to:-

- (i) In the event of force majeure in accordance with provisions of this agreement.
- (ii) Forthwith by notice in writing to Agency in the event Agency is adjudicated or found bankrupt or insolvent or any order is made or resolution passed for the winding up, liquidation or dissolution of Agency.
- (iii) Forthwith by giving written notice to Agency, if Agency abandons this Contract or if Agency fails to perform or observe any of the obligations on its part to be performed and observed hereunder and in the case of a breach capable of remedy fails or refuses to take steps to remedy the same within seven (7) days of written notice from WBHB requiring the same to be remedied: or
- (iv) For any other reason by giving 10 days written notice, stating the reasons for termination.

4.3.2. Consequences of termination:

- (i) Termination of Contract entered with successful agency shall be without prejudice to any rights or remedies accrued to either Party prior to such termination.
- (ii) No further payment shall become due to Agency in respect of any period after termination of this Contract with the exception only on any payment previously accrued and due to Agency under the terms of this Contract.

4.4

Force Majeure

4.4.1 A delay in or failure of performance of any one or more of its obligations by either Party shall not constitute default hereunder nor give rise to any claim for damage if such delay or failure is wholly and directly caused by any occurrence which the affected Party is unable to prevent including Acts of God by the exercise of reasonable diligence the continuation of which by the exercise of reasonable diligence the affected Party is unable to control and the consequences of which the affected Party is unable to prevent, provided that the affected Party gives prompt written notice to the other Party specifying the circumstances constituting the occurrence and has used all reasonable endeavors to minimize the effects thereof.

4.4.2 If such a delay in or failure of performance caused the suspension of the services hereunder for a continuous period of seven (7) days. WBHB shall be entitled at any time thereafter to terminate the Contract entered into subsequently with the successful bidder forthwith by written notice to Agency.

4.5

Permits, Laws and Regulations

4.5.1 Agency and their sub-agency to comply with applicable laws. The Agency shall in carrying out the Services observe and be bound by all applicable laws and hereby undertakes to comply (and to ensure compliance by any Sub-agency) with all laws, ordinances, rules, regulations, by-laws, decrees and orders whether of Government or other authority or agency having jurisdiction in relation to the Parties. Services or to the Site and the Agency shall give all notices and furnish any bonds, deposits and securities required by official authorities to permit the performance of the Services.

4.6

Safety

4.6.1 The Agency shall at his own expense arrange for all the safety provisions normally called for by the nature of the Contracted Services and as ordered by the Representative of WBHB in respect of all labour directly or indirectly employed for performance of the Services while working. The Agency shall be responsible for the safety of the equipment /material during the performances of the Services during while process. Agency shall also take such additional precautions as may be indicated from time to time by the Representative with a view to prevent pilferage's accidents, fire hazards, etc.

4.7

Dispute Resolution

4.7.1 Laws Governing the Contract

This agreement shall be subjected to the Indian laws and regulation and shall be governed by the Indian laws that may be in force during the Contractual period.

4.8

Settlement of Disputes

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of work materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of relating to the contracts designs, drawings specifications, estimates, instructions, order so these conditions or otherwise concerning the works, or the executions or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment there of shall be dealt with as mentioned herein after:

If the contractor considers any work demanded of him to be outside the requirement so of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be un acceptable, he shall promptly within 15 days request the Chairman of the Dispute Redressal Committee in writing for written instruction or decision. There upon, the Dispute Redressal Committee shall give its written instructions or decision within a period of three months from the date of receipt of the contractor's letter. The Dispute Redressal Committee shall be constituted with the following officials as members-

1	Secretary, Housing Department, Government of West Bengal	Chairman
2	Housing Commissioner, West Bengal Housing Board.	Member
3	Director (Engineering), West Bengal Housing Board.	Member Secretary and Convenor
4	F.A.-cum-C.A.O., Finance Wing, West Bengal Housing Board.	Member

Scope of the Work

5.1

The following will be the scope of work for the Marketing agencies

agencies:

Step 1: Market Understanding

- Micro-market Analysis
- Competition Analysis
- ***Step 2: Marketing Strategy***
- Pricing Policy
- Inventory Phasing
- Lottery system and procedure
- Launch date and application closure date
- Bank Tie-ups for Home loan facility
- Finalization of GTC and Sale agreement
- Application amount
- Payment schedule for the project
- ***Step3: Marketing Activity & Execution***
- Communication Strategy
- Campaign Conceptualization & Planning (Online & Offline)
- Conceptualization of campaign ideas & designs
- Designing of Creative for marketing collaterals & ads
- Effective media planning based on experience & data
- Extensive vendor & agency management
- Printing of marketing collaterals
- Creation of walkthroughs/ AV presentation
- Execution of digital marketing for the project
- Creation of project website
- Radio Jingles creation and airing
- Customer targeting based on location & buyer profile
- Custom strategy, budget split & channel selection for digital marketing
- Site activation

Step4: Software & Technology

- CRM Technology
- Agent app
- Site digitalization
- Live update of clients
- Marketing performance dashboard
- Website integration
- Lead/ Enquiry integration
- Online analysis of various marketing activities

- ***Step5: Application & Sales***

- Launch of sales with marketing activity
- Release of Press Ad & hoarding
- Launch of digital campaign
- Channel Partner Activation
- Collection of application & application money in favour of WBHB with supporting documents
- To facilitate sales nationally and internationally
- BTL activity
- Call centre support for leads generated through various marketing mediums

- Online Application Form submission
- ***Step6: Lottery & Allotment of the launched apartments***
- Accumulation of all application with documents
- Scrutiny and audit of all application
- Preparing list of eligible applicants
- Fixing of Lottery date and Venue prior to approval of WBHB
- Total logistic supervision and execution of the lottery
- Written communication to all eligible clients for the date of lottery and venue
- Total logistic supervision and execution of the lottery
- Issuance of confirmation letter(with a copy of letter in favor of WBHB) to the successful applicants with apartment number
- ***Step7: Post Sales Management***
- Execution of allotment & agreement for the successful allottees
- Execution of agreement registration
- Assisting clients for acquiring home loan & disbursement
- Issue of demand letters and timely collection of payments
- Solving all queries and issues of the apartment owners
- Execution of possession to the apartment owners
- Execution of conveyance and final registration
- Formation of association
- Execution of handover to the association
- Installation of the facility management app for the smooth running of the society

Dear Sir,

Having examined the Bid Documents including scope of works and eligibility criteria for the aforesaid work, we hereby submit all necessary information and relevant documents as desired.

We are qualifying as per minimum requirement narrated in the Bid Document.

The application is made by us on behalf of..... In the capacity of..... duly authorized to submit the offer.

The necessary evidence admissible in law in respects of authority assigned to us on behalf of the firms for applying and for completion of the contract document is attached herewith.

It is certified that the information furnished in this document is authentic.

We undersigned accept that the employer (WBHB) reserves the rights to reject pre-qualification as well as the tender for this work without assigning any reason.

Date:

Place:

Signature of the applicant with
his capacity in the firm
(Name in bracket)

Encl:

1. Bid Document duly filled and signed in all the pages accepting the terms and condition.

.

2. Evidence of authority to sign.

Annexure I: About Organisation

1 Name of the Agency

2 Registered Office

3

Address of Kolkata office and details of other offices in India and /or abroad

4

Nature of Agency (Ltd. Co., Partnership etc.) Attach copy of partnership Deed/Certification of Incorporation.

5 Year of Establishment

, GSTN

number, PAN, (Provide attested Photocopy) :

7 Trade License No. (Attach photocopy)

8

Address of Communication and email address, telefax, etc.

9

Telephone number of the contact Person (Mobile number if any)

10

Name of Director /Proprietor /Partners (With address and telephone No.)

11 Name of Bankers with full address

12

Is your agency associated with INDIAN

NEWSPAPER

SOCIETY (INS)? If yes, how long your agency is a member of INS? Submit proof

13

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Details of total experience in advertising along with list of clients in Govt. & Pvt. Sector

14 Key Personnel Details and experience

15

Details of work relating to Exhibitions, Trade fairs and specific events

16

Top 3 creative ads done for print and 2 for television / radio to be submitted

Annexure II: Agency's Resource

1.0 Agency's general information

Bidder shall enter below, brief company particulars.

1. Personnel Details:

Personnel Category

Number

- 1.
- 2.
- 3.
- 4.

2.0 Agency's personnel

(i) Bidder shall submit Resumes of key Personnel, etc.; they wish to propose for the Service.

Agency's Representatives for this Contract is

Name:

Position:

Address:

Telephone No:

Fax No:

Annexure III: Financial Statement

(To be given separately of each partners)

1. Name of the firm

:

2. Attached audited balance

:

sheet and profit loss
statement for the past

3 years

3. Average Annual Turn Over* for each of the last three years:

Year

2018-19

Year

2019-20

Year

2020-21

*The same shall be countersigned by the chartered accountant of the organization along with authorized representative of the organization.

Annexure IV: Details of Manpower

Manpower type/ Designation/ Role

Number of Employee

Annexure V:**Litigation History**

Name of Applicant / or partner :

Applicants should provide information on any History of litigation or arbitration resulting from contracts executed in last five year or currently under execution.

Year Award for/or against
applicant

Name of client. Cause of
litigation and matter of dispute

Disputed Amount
in Rupees

Annexure VI: Power of Attorney(duly notarized)

Know all men by these presents, We, [name of organization and address of theregistered office] do hereby constitute, nominate, appoint and authorize Mr / Ms[name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] asour true and lawful attorney (hereinafter referred to as the “Authorized Representative”), with power to sub- delegate to any person, to do in our name and onour behalf, all such acts, deeds and things as are necessary or required in connectionwith or incidental to submission of our Proposal for and selection as consultant for[name ofassignment], to be developed by WBHB(the “Authority”) including but not limited to signing and submission of all applications, proposals and other documents andwritings, participating in pre-bid and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signingand execution of all contracts and undertakings consequent to acceptance of ourproposal and generally dealing with the Authority in all matters in connection with orrelating to or arising out of our Proposal for the said Project and/or upon awardthereof to us until the entering into of the Contract with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfullydone or caused to be done by our said Authorized Representative pursuant to and inexercise of the powers conferred by this Power of Attorney and that all acts, deedsand things done by our said Authorized Representative in exercise of the powershereby conferred shall and shall always be deemed to have been done by us.IN WITNESS WHEREOF WE, THE ABOVE NAMEDPRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS

..... DAY OF, 20**

For

(Signature, name, designation and address)

Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with theprocedure, if any, laid down by the applicable law and the charter documents of theexecutant(s) and when it is so required the same should be under common seal affixedin accordance with the required procedure.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

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 Applicants from countries that have signed the Hague Legislation Convention