

Bid document consist of

N.I.Q. No. WBHB/JD(EW)-II/NIQ -08 /2017-2018& RFP

For quantifying / assessing financial gains/losses from the 8 (eight) projects of 4 (four) Joint Sector Companies of WBHB for commercial use of land instead of housing project as per MOU and how such gains/losses are dealt with / appropriated.

C E R T I F I C A T E

I / we do hereby certify that I / we have gone through the notice Inviting Tender / Quotation Additional Terms and conditions to the N.I.T./ N.I.Q. General information, scope of work / services, Terms and condition Of the work and understand that the above documents shall form part of the contract.

Signature of the Quotationer

Full name of the signatory (In Block Letters)

Postal Address:-



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

Memo .No:- 602 /JD(EP) /HB

Dated:- 14.03.2018

REQUEST FOR PROPOSAL (RFP)-(Limited Tender exercise)

Notice Inviting RFP No.WBHB/JD(EP)/NIQ- 08 /2017-2018

The Joint Director (EP)-West Bengal Housing Board (WBHB) invites sealed proposal for and on behalf of West Bengal Housing Board, in a single envelope system from the empaneled agencies(empaneled with Finance Department Govt. of West Bengal vide Notification No. 602-F(Y) Dated:01.02.2018. Panel of Asset and Enterprise Valuation for PPP Projects), as listed below for the work as particular given hereunder.

1. Empanelled Firms.(Panel-A:for both Asset & Enterprise valuation)

1 RBSA Valuation Advisers LLP.

2. MOORE STEPHENS SINGHI

3. R.K. Patel & Company.

(The participating agency should have to be produced evidential proof of valid empanelment, Income Tax return with acknowledgement for the current year including PAN Card, Power of Attorney/Authority to sign the Bid documents and Articles/Memorandum of Association (in case of companies)Partnership Deed- (In case of partnership firm.) & GST. Number as applicable.

2) Name of work :- Engagement of Asset and Enterprise Valuer for quantifying / assessing financial gains/losses from the 8 (eight) projects of 4 (four) Joint Sector Companies of WBHB for commercial use of land instead of housing project as per MOU and how such gains/losses are dealt with / appropriated."

3)The scope of Work:A) Study of Memorandum of Understanding of JSCs

B) Study of Development Agreement of the 8 Projects

C) Study the Works Account of the 8 Projects and Annual accounts of the 4 JVCs in respect of the commercial project

D) Quantifying the financial gains/losses for commercial use of land

E) How the financial gains/losses has been dealt with/ appropriated properly as per actual share

F) What will be the gains/ losses if the Housing Project would have been made as per Govt. Order?

4) Procurement of RFP Document & Bid Security

RFP document can be downloaded from the Official Website of the Authority i.e., www.wbhousingboard.com & from the office of the Joint Director (EP) 3rd Floor "ABASAN" 105, S.N. Banerjee Road Kolkata-700014, in all working days during office hours i.e. from 17/03/2018. The Bidders will be required to furnish Bid security amounting Rs.50,000/- (Rupees Fifty thousand only) in the form of Bank Draft drawn in favour of West Bengal Housing Board, payable in Kolkata from any Nationalized Bank/ scheduled Bank.

5) Cost of Bidding documents: - **Cost of Bidding documents (which will be communicated later on)** deposited by the successful Bidder during formal agreement after issuance of LOA. Cost of Bidding document is not required during participation in NIQ.

6) **Period of Contract** The Contract shall be valid for a period of two years with a provision of extension for a further period of 1 year subject to satisfactory performance of the Asset and Enterprise Valuer at mutually agreed terms and conditions. However, if all the deliverables as per Annexure – 1 are delivered before expiry of two years the Contract shall terminate on expiry of 60 days from the date of delivery of all the deliverables.

7) Deliverables and Payment Schedule

Bus terminus & Commercial Complex with Hotel	Final Report	2 weeks from the date of issue of work order	% of fees payable on Bid value
Axis Mall	Final Report	4 weeks from the date of issue of work order	12%
City Centre-II & Swissotel	Final Report	7 weeks from the date of issue of work order	12%
Ecospace	Final Report	9 weeks from the date of issue of work order	16%
Sinclair's Hotel	Final Report	11 weeks from the date of issue of work order	12%
Mercantile Retail	Final Report	13 weeks from the date of issue of work order	12%
Synthesis Business Park	Final Report	15 weeks from the date of issue of work order	12%
Ahirini project	Final Report	17 weeks from the date of issue of work order	12%

8) Bid validity : 120 days from the date of submission of bid

9) Receipt of proposal:- Sealed, signed and filled up RFP document with financial proposal along with Bid Security in the form of Bank draft in a separate envelope, should be dropped in the Tender Box kept in the Chamber of Jt. Director (EP)-WBHB, with a clear description of name of work & NIQ No.

Agency should quote his rate inclusive of all taxes and duties (as applicable as per norms) in his letter pad (both in words and figures)

10) Pre-bid Conference- Date-23/03/2018 at 2.30PM.-

Venue-Board Meeting Room

2ndFloor ,ABASAN, 105, S.N Banerjee Road Kolkata-700014

11) Last date for Submission of Bidding Document- 05/04/2018 at 3.00 P.M.

12) Date of opening of financial proposal:- On 05/04/2018 at 3.30 p.m. in the Chamber of JD(EP), 3rd floor, bid will be open in presence of bidders/Authorized representative(s) who chose to attend. **If the office happens to be closed on the date of receipt of tender** as specified in the NIQ, will be received and opened on the next working day at the same time and venue,

13) For any queries and clarification, interested bidder may contact D.F.A., WBHB at the addressed mentioned below,

West Bengal Housing Board, "ABASAN" 105, S. N. Banerjee Road, Kolkata-700014. Ph. No. 033222651967/Fax No. 03322641480/0979,

Website No. www.wbhousingboard.in.

E-mail No. wbhousingboard@gmail.com

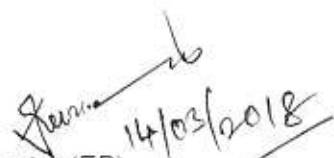
14) The post tendering negotiation if required may be made with the lowest bidder or among all the eligible bidders which may be instant or afterwards.

15) There will be no provision for arbitration whatsoever in the contract.

16) Acceptance of lowest financial proposal will rest entirely with the WBHB which does not bind itself to accept the lowest bidder and reserves the right itself the authority to reject any or all the bidders received without assigning any reasons thereof.

17) Interested bidders may touch with WBHB website mentioned above regularly to see corrigenda/addenda which may be issued by WBHB from time to time prior for submission of the proposal for which no paper publication will be made.

18) Further details can be seen in the R.F.P documents itself.


Jt. Director (EP)
West Bengal Housing Board

Memo .No:- 602/1(11) /JD(EP) /HB

Dated:- 14.03.2018

Copy forwarded for information to the:

1. Engineering Chief, Housing Dept. Govt. of West Bengal. N. S Building, 1, K.S. Road, Kolkata -1
2. Chief Engineer, Housing Dept. . N. S Building, 1, K.S Road Kolkata -1
3. Housing Commissioner, WBHB
4. JHC & Secy., WBHB
5. F.A. Housing Deptt. Govt. of West Bengal. N.. S Building, 1, K.S. Road, Kolkata -1
6. Director (Engg.), WBHB
7. FA-Cum-CAO, WBHB
8. CA-Cum-AP, WBHB
9. L.A.O./AHC-I/AHC-II, WBHB with the request to publish the Notice in BOARD's Web site
10. D.F.A, West Bengal Housing Board
11. Accounts Officer, W.B.H.B.

Sumit
14/03/2018
Jt. Director (EP)
West Bengal Housing Board

Memo .No:- 602/2/(3) /JD(EP) /HB

Dated:- 14.03.2018

Copy forwarded to:-

With request to attend the above mentioned N.I.Q./RFP

- 1) RBSA Valuation Advisors LLP
912, Venus Atlantis, Corporate park, Anand Nagar, Prahlad Nagar,
Ahmedabad-380015. Tel. No. +91 7940506090
- 2) MOORE STEPHENS SINGHI
161, Sarat Bose Road, Kolkata-700026.
Tel. No. (033)-2419 6000/01/02
- 3) R.K. Patel & Company
314, Phoenix Complex, Near Suraj Plaza,
Vadodara, Gujarat, PIN-390005,
Tel. No.+91 9825038407.

Sumit
14/03/2018
Jt. Director (EP)
West Bengal Housing Board

Request For Proposal (RFP)

SELECTION

OF

ASSET AND ENTERPRISE VALUER

THROUGH

LIMITED TENDERERS

For quantifying / assessing financial gains/losses from the 8 (eight) projects of 4 (four) Joint Sector Companies of WBHB for commercial use of land instead of housing project as per MOU and how such gains/losses are dealt with / appropriated.

West Bengal Housing Board

ABASAN
105, S.N.Banerjee Road,
Kolkata-700014

Disclaimer

The information contained in this Request for Proposal document (“**RFP**”) or subsequently provided to limited Bidders i.e. empanelled Asset and Enterprise Valuer of Finance Department, Govt. of West Bengal (hereinafter referred as Bidders), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or Asset and Enterprise Valuer/s, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Services/works. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or Asset and Enterprise Valuer to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

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

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

The issue of this RFP does not imply that the Authority is bound to select a bidder or to appoint the Selected Bidder, as the case may be, for the Services/works and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

Invitation for Financial Proposal

1. INTRODUCTION

1.1 Background

- 1.1.1 **As per State Govt.'s advice**, WBHB had signed MOU during the 90's with 9 Joint Sector Companies to develop housing projects for alleviation of the problem of acute shortage of residential accommodation in Rural and Urban observing Govt. policy and norms.
- 1.1.2 Few Joint Sector Companies have made commercial use of land instead of housing project **for residential purpose** in violation of Govt. Policy, *as well as provisions contained in WBHB Act, 1972 and MOU.*
- 1.1.3 The West Bengal Housing Board has decided to engage Asset and Enterprise Valuer for quantifying/assessing financial gains/losses from the 8 (eight) projects of 4 (four) Joint Sector Companies of WBHB for commercial use of land and how such gains / losses have been dealt with / appropriated. Although the engagement of the Asset and Enterprise Valuer will be handled by the West Bengal Housing Board, the Asset and Enterprise Valuer will have to work directly in consultation with the respective **cells** of WBHB.

1.2 Request for Proposal

West Bengal Housing Board **herein after referred as the Authority invites Proposal** for selection of Asset and Enterprise Valuer.

The Authority intends to select the Asset and Enterprise Valuer through a competitive bidding through limited tender process among the empanelled Asset and Enterprise Valuer of Finance Department, Govt. of West Bengal.

1.3 Due diligence by Bidders

Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority, sending written queries to the Authority, and attending a Pre-Bid Conference on the date and time specified in Clause 1.10.

1.4 Procurement of RFP Document & Bid Security

RFP document can be downloaded from the Official Website of the Authority **i.e., www.wbhousingboard.com**. The Bidders will be required to furnish Bid security amounting Rs.50,000/- (Rupees Fifty thousand only) in the form of Bank Draft drawn in favour of West Bengal Housing Board, payable in Kolkata from any scheduled Bank.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date (the "PDD").

1.6 Currency for payment

- 1.6.1 All payments to the Asset and Enterprise Valuer shall be made in INR in accordance with the provisions of this RFP.

1.7 Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

Event Description	Date & Time
1.Last date for receiving queries/clarifications	23/03/2018
2.Pre-Bid Conference	23/03/2018-2.30 PM
3.Authority's response to queries	30/03/2018
4.Proposal Due Date or PDD	05/04/2018.-3.00 PM
5.Opening of Financial Proposal	05/04/2018 -3.30 PM
6.Letter of Award (LOA)	Will be communicated later on
7. Acceptance of the LOA	Will be communicated later on
8.Signing of Agreement	Within 15 days from the date of receipt of LOA
9. Validity of Applications	120 days of Proposal Due Date

1.8 Inspection of documents and data

Bidders may send their queries, if any, to the nodal officer specified below:

Sri Prodyot Kr. Pathak
D.F.A-CUM-D.C.A.O
Phone: Mobile: 8637820380
Email:

1.9 Pre-Bid Conference

The date, time and venue of Pre-Bid Conference shall be:

Date: 23/03/2018

Time: 2.30 PM

Venue: **Board Meeting Room**
2ndFloor, ABASAN, 105, S.N.Banerjee Road, Kolkata-700014

1.10 Communications

1.10.1 All communications including the submission of Proposal should be addressed to:

Sri Prodyot Kr. Pathak
D.F.A-CUM-D.C.A.O
Phone: Mobile: 8637820380
Email:

1.10.2 The **Official Website** of the Authority is:

www.wbhousingboard.com.

1.10.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

RFP Notice No:

FOR SELECTION OF ASSET AND ENTERPRISE VALUER, WEST BENGAL HOUSING BOARD

1.10.4 Name of the assignment:

Quantifying the financial gains/losses made by Joint Sector Companies for commercial use of land and how such gains / losses have been dealt with / appropriated by Joint Sector Companies. *How does the WBHB has been benefited / affected :*

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this assignment work are specified in this RFP. In case a Bidder firm possesses the requisite experience and capabilities required for undertaking the work, it may participate in the Selection Process individually and no Consortiums will be allowed.

2.1.2 Bidders are advised that the selection of Asset and Enterprise Valuer shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are final without any right of appeal whatsoever.

2.1.3 The Bidder shall submit its Proposal in the form and manner specified in this RFP. The Financial Proposal shall be submitted in the form at **Appendix-II**. Upon selection, the Bidder shall be required to enter into an agreement with the Authority.

2.2 Conflict of Interest

2.2.1 A bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "**Conflict of Interest**") till the completion of services/work assessed. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

- 2.2.2 The Authority requires that the Asset and Enterprise Valuer provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Asset and Enterprise Valuer shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- 2.2.3 Without limiting the generality of the above, a bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- (a) the Bidder, its members (the "**Member**") or Associates (or any constituent thereof) and any other Bidder, its members or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
 - (b) a constituent of such Bidder is also a constituent of another Bidder; or
 - (c) such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - (d) such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
 - (e) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Application of either or each of the other Bidder; or
 - (f) there is a conflict among this and other consulting assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Asset and Enterprise Valuer will depend on the circumstances of each case. While providing services to the Authority for this particular assignment, the Asset and Enterprise Valuer shall not take up any assignment that by its nature will result in conflict with the present assignment; or
 - (g) a firm which has been engaged by the Authority to provide services/work for a project, and its Associates, will be disqualified from providing consulting services/work for the same project; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing services/work related to the same project; or

- (h) the Bidder, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the assignment, (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act 1956. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder, or is deemed or published as an “Associate Office”; or has a formal arrangement such as tie up for client referral or technology sharing, joint venture or “Best Friend Relationship” with the Bidder (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

- 2.2.4 A bidder eventually appointed to provide services/work for this Project, its Associates, affiliates and the Assessing Expert, shall be disqualified from subsequently providing services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to any consulting assignments granted; provided further that this restriction shall not apply to services/works performed for the Authority in continuation of this Consultancy or to any subsequent services/works performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Asset and Enterprise Valuer shall include a partner in the Asset and Enterprise Valuer’s firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Asset and Enterprise Valuer Firm, as the case may be, and any Associate thereof. For the avoidance of doubt, in the event that: (a) the member of the Asset and Enterprise Valuer Firm was a partner or an employee of another firm, which attracts the provisions relating to Conflict of Interest hereunder; and (b) was directly or indirectly associated with any assignment that causes a Conflict of Interest hereunder, then such Asset and Enterprise Valuer Firm shall be deemed to suffer from Conflict of Interest for the purpose hereof.

2.3 Number of Proposals

No Bidder or its Associate shall submit more than one Application for the services/work. A Bidder shall not be entitled to submit another application either individually or as an Associated member of any Bidder, as the case may be.

2.4 Scope of Work

As per Annexure-I

2.5.1

- A. Study & analyze of Memorandum of Understanding of 4 (four) no. JSCs mentioned in Annexure-I
- B. Study & analyze of Development Agreement of the 8 Projects read with the Govt. Policies for Land usages. *How does the WBHB has been benefited / affected by this act of the Joint Sector Companies.*
- C. Study & analyze the WBHB Act, 1972, MOU, Development Agreement & Works Account of the 8 Projects and Annual accounts of the 4 JVCs and relevant document of WBHIDCO in respect of the commercial project
- D. Quantifying the gains/losses for commercial use of land
- E. How the gains/losses has been dealt with/ appropriated properly as per actual share.
- F. What will be the gains/ losses if the Housing Project would have been made as per Govt., Govt. Policy and as per MOU, Development Agreement, WBHB Act, 1972 etc.

2.6 Acknowledgement by Bidder

2.6.1 It shall be deemed that by submitting the Financial Proposal, the Bidder has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority;
- (d) satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations hereunder;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

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

2.7 Right to reject any or all Proposals

2.7.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

2.7.2 Without prejudice to the generality of Clause 2.7.1, the Authority reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, or
- (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for finalization of the Financial Proposal.
- (c) Misrepresentation / improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then the Authority reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

B. DOCUMENTS

2.8 Contents of the RFP

2.8.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11

Request for Proposal

- 1 Introduction
- 2 Instructions to Bidders
- 3 Evaluation Method
- 4 Fraud and corrupt practices
- 5 Pre-Bid Conference
- 6 Miscellaneous

Annexures

Annex-1 :Scope of works , Deliverables and Payment Schedule

Annex-2 : Project Details

Annex-3 : Bank Guarantee for Performance Security

Appendix–I: Financial Proposal

Form 1 : Covering Letter

Form 2 : Financial Proposal

2.9 Clarifications

2.9.1 Bidders requiring any clarification on the RFP may send their queries to the Authority in writing/by e-mail before the date mentioned in the Schedule of Selection Process at Clause 1.9. The envelopes (in case of writing query) shall clearly bear the following identification:

To quantify / assess financial gains/losses from the 8 (eight) projects of 4 (four) Joint Sector Companies of WBHB for commercial use of land instead of housing project as per MOU/Development Agreement and how such gains/losses are dealt with / appropriated.

The Authority shall endeavour to respond to the queries within the period specified therein. The responses will be sent by fax or e-mail. The Authority will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Bidders who have procured the RFP document without identifying the source of queries.

- 2.9.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing shall be construed as obliging the Authority to respond to any question or to provide any clarification, after or at the schedule date of Selection process.

2.10 Refund of Bid Security

Bid Security provided by the unsuccessful bidders will be returned without any interest within 90 (ninety) days from the “PDD” while the bid security provided by the successful bidder will be adjusted with the amount of Performance Guarantee.

2.11 Amendment of RFP

- 2.11.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the RFP document by the issuance of Addendum/Amendment and posting it on the Official Website and by conveying the same to the prospective Bidders (who have procured the RFP document) by fax or e-mail.
- 2.11.2 In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the PDD.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13 Format and signing of Proposal

- 2.13.1 The Bidder shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.13.2 The Bidder shall prepare only one original set of the Proposal (together with originals/copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked “**ORIGINAL**”.
- 2.13.3 The Proposal shall be typed and signed by the authorised signatory of the Bidder who shall initial each page, in blue ink with seal. In case of printed and published Documents, only the cover shall be initialed and sealed. All the alterations, omissions, additions, or any other amendments made to the

Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed and sealed by the authorised representative (the “**Authorised Representative**”) as detailed below:

- (a) by the proprietor, in case of a proprietary firm; or
- (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a company (Appendix- I Form-6); or, where the authorised person does not hold any power of attorney on the date of submission of proposal, a copy of the Power of Attorney duly certified by a notary public in the form specified in Appendix-I (Form-7) shall accompany the Proposal.

2.13.4 Bidders should note the PDD, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of PDD as specified in Clause 2.17.1. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material, if submitted, will be summarily rejected.

2.14 Financial Proposal

2.14.1 Bidders shall submit the financial proposal in the formats at Appendix-II (the “**Financial Proposal**”) clearly indicating the total cost of the services/work (Form-2 of Appendix-II) in both figures and words, in Indian Rupees, and signed & sealed by the Bidder’s Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.14.2 While submitting the Financial Proposal, the Bidder shall ensure the following:

- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, travelling, printing of documents etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case, any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (ii) The Financial Proposal shall take into account all expenses and tax, levies, Cess etc. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- (iii) Costs (including break down of costs), if any, shall be expressed in INR.

2.15 Submission of Proposal

2.15.1 The Bidders shall submit the Proposal by hand. The Bidder shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded version of the RFP and the original uploaded version of RFP by the Authority, the latter shall prevail.

2.15.2 The Proposal will be sealed in an outer envelope which will bear the address of the Authority, RFP Notice number, name of Asset and Enterprise Valuer as indicated at Clause 1.11 and the name and address of the Bidder. It shall bear on top, the following:

“Do not open, except in presence of the Authorised Person of the Authority”

If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Bidder.

2.15.3 The outer cover marked Financial Bid through limited tender must contain Form-1 - Statement of Legal capacity, Form-2 – Power of Attorney, Form-3 – Financial Proposal, Demand Draft for bid security in original.

2.15.4 The Financial Proposal shall be typed or written in indelible ink, signed and sealed by the Authorised Representative of the Bidder. All pages of the original Financial Proposal must be numbered and initiated by the person or persons signing the Proposal.

2.15.5 The completed Proposal must be delivered on or before the specified time on PDD. Proposals submitted by hand in the drop box to be kept in the office of Housing Commissioner, 105 S.N.Banerjee Road, Kolkata-700014..

2.15.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.

2.15.7 The fees quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the Asset and Enterprise Valuer under the Agreement.

2.16 Proposal Due Date

2.16.1 Proposal should be submitted on or before 15.00hrs on the PDD specified at Clause 1.8 at the address provided in Clause 1.11 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.

2.16.2 The Authority may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause 2.11 uniformly for all Bidders.

2.17 Late Proposals

Proposals received by the Authority after the specified time on PDD shall not be eligible for consideration and shall be summarily rejected.

2.18 Modification / substitution / withdrawal of Proposals

2.18.1 The Bidder may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to PDD. No Proposal shall be modified, substituted, or withdrawn by the Bidder on or after the PDD.

2.18.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.16, with the envelopes being additionally marked “**MODIFICATION**”, “**SUBSTITUTION**” or “**WITHDRAWAL**”, as appropriate.

2.18.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the PDD, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.19 Performance Security

Performance guarantee shall be equal to 10 % of the assignment value and have to be submitted while signing the Agreement within 15 days from the LOI.

The Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority’s any other right or remedy hereunder or in law or otherwise, the Performance Security, if available, shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions.

- a) If a bidder engages in any of the Prohibited Practices specified in Clause 4 of this RFP;
- b) If the Bidder is found to have a Conflict of Interest as specified in Clause 2.3; and
- c) if the selected Bidder commits a breach of the Agreement.

D. EVALUATION PROCESS

2.20 Evaluation of Proposals

2.20.1 The Authority shall open the Proposals at 16.00 hours on the PDD, at the place specified in Clause 1.10 and in the presence of the Bidders who choose to attend.

2.20.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.

2.20.3 Proposal shall be considered responsive only if:

- (a) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
- (b) it does not contain any condition or qualification;
- (c) it is associated with bid security; and

2.20.4 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Consultancy is subsequently awarded to it.

2.21 Confidentiality

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

2.22 Clarifications

2.22.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing and sent by fax/e-mail.

2.22.2 If a Bidder does not provide clarifications sought under Clause 2.23.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

E. APPOINTMENT OF ASSET AND ENTERPRISE VALUER

2.23 Negotiations

2.23.1 The Selected Bidder may, if necessary, be invited for negotiations. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan and professional fees shall be discussed during negotiations. In case the Selected Bidder fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Bidder as the Selected Bidder and invite it for negotiations.

2.24 Indemnity

The Firm shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding the value of the Agreement, for any direct loss or damage caused to properties of the Authority.

2.25 Award of Assignment

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 5 (five) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA, duly signed by the Selected Bidder, is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Bidder may be considered.

2.26 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within the period prescribed in Clause 1.8. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.

2.27 Commencement of Assignment

The Asset and Enterprise Valuer shall commence the service/work within seven days of the date of the Agreement, or such other date as may be mutually agreed. If the Asset and Enterprise Valuer fails to either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified herein, the Authority may invite the second ranked Bidder for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled/ terminated.

2.28 Deliverables and Payment Schedule The deliverables for the assignment are listed in the **Annexure- I**. On completion of deliverables in stages, payments will be made to the Asset and Enterprise Valuer as per terms given in the Annexure – I.

2.29 Period of Contract The Contract shall be valid for a period of two years with a provision of extension for a further period of 1 year subject to satisfactory performance of the Asset and Enterprise Valuer at mutually agreed terms and conditions. However, if all the deliverable as per Annexure – I are delivered before expiry of two years the Contract shall terminate on expiry of 60 days from the date of delivery of all the deliverables.

3. Evaluation of Financial Proposal

3.1.1 The bidder will quote a single rate both in figure & words inclusive of all taxes and other charges.

3.1.2 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final. Omissions, if any, in costing any item shall not entitle the Asset and Enterprise Valuer to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Asset and Enterprise Valuer.

3.2 Combined and Final Evaluation

3.2.1 The Selected Bidder shall be the Bidder having the lowest score. The second lowest Bidder shall be kept in reserve and may be invited in Authority's discretion for negotiations in case the first-ranked Bidder withdraws, or fails to comply with the requirements specified in Clauses, as the case may be.

4. FRAUD AND CORRUPT PRACTICES

4.1 The Bidders and their respective officers, employees, agents and Asset and Enterprise Valuer shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and

appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if a bidder or Asset and Enterprise Valuer, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Asset and Enterprise Valuer shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Asset and Enterprise Valuer, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
4. 3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical Asset and Enterprise Valuer / Asset and Enterprise Valuer of the Authority in relation to any matter concerning the Project;
- (b) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. PRE-BID CONFERENCE

- 5.1 Pre-Bid Conference of the Bidders shall be convened at the designated date, time and place as specified in Clause- 1.10. Only those Bidders who have downloaded the same from the Official Website of the Authority, shall be allowed to participate in the Pre-Bid Conference. A maximum of two representatives of each Bidder shall be allowed to participate on production of an authority letter

from the Bidder.

- 5.2 During the course of Pre-Bid Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority 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 Selection Process.

6. MISCELLANEOUS

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Kolkata shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Bidder; and/or
 - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and Asset and Enterprise Valuers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 All documents and other information supplied by the Authority or submitted by a bidder shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
- 6.5 The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

ANNEXURE-I

Scope Work

Invitation of Financial Bids from empanelled Asset and Enterprise Valuer of Finance Department, Government of West Bengal for quantifying/ assessing the gains /losses for commercial use of land by 4 (FOUR) Joint Sector Companies of West Bengal Housing Board in 8 projects in place of Housing project and allied service

1.	Name of the Government Organisation	West Bengal Housing Board		
2	Title of the proposed service	Quantifying/Assessing gains/losses occurred in JSC for commercial use of land in place of Housing Project		
3.	The scope of Work	<p>A) Study of Memorandum of Understanding of JSCs</p> <p>B) Study of Development Agreement of the 8 Projects</p> <p>C) Study the Works Account of the 8 Projects and Annual accounts of the 4 JVCs in respect of the commercial project</p> <p>C) Quantifying the financial gains/losses for commercial use of land</p> <p>D) How the financial gains/losses has been dealt with/ appropriated properly as per actual share.</p> <p>E) What will be the gains/ losses if the Housing Project would have been made as per Govt. Order?</p>		
4	List of Deliverable	<p>a) Report of assessment of gains / losses in 8 projects for commercial use of land</p> <p>b) Report of assessment of gains/losses if the Housing Project are implemented as per Govt. Norms in the land</p> <p>c) Report on assessment of losses to MIG and LIG Beneficiaries</p>		
5	Proposed assessing time with payment schedule	Time period	% of fees payable on Bid value	
	Bus terminus & Commercial Complex with Hotel	Final Report	2 weeks from issue of work order	12%
	Axis Mall	Final Report	4 weeks from issue work order	12%
	City Centre-II &Swissotel	Final Report	7weeks from issue of work order	16%
	Ecospace	Final Report	9 weeks from issue of work order	12%
	Sinclairs Hotel	Final Report	11 weeks from issue of work order	12%
	Mercantile Retail	Final Report	13 weeks from issue of work order	12%
	Synthesis Business Park	Final Report	15 weeks from issue of work order	12%
	Ahirini project	Final Report	17 weeks from issue of work order	12%

Annexure II:
Project Details

Bengal Peerless Housing Development Company Ltd.		
Sl.	Particulars	Information provided
1	Name of JVC	Bengal Peerless Housing Development Company Ltd.
2	Registered Address	6/1A,Moria Street ,”Mangal Deep” Gr. Flooe, Kolkata-17
3	Date of incorporation	20.05.94
4	MOU signed between	Bengal Peerless H. D.C. Ltd and WBHB
5	Purpose	To develop housing project
6	% of WBHB share in JVC in MOU	49.50%
7	Project undertaken	AHIRINI
8	Date of Dev. Agreement	19.07.2004
9	D.A. signed among	WBHIDCO (1 st Part)WBHB(2 nd Part)& Bengal Peerless (3 rd Part)
10	Purpose	For Dev. Of Neighbour Centre and OSPL (parking lot)
11	Location and area of land	Plot No. A.A-IA, Newtown , 0.528 acres
Bengal Peerless Housing Development Company Ltd.		
Sl.	Particulars	Information provided
1	Name of JVC	Bengal Peerless Housing Development Company Ltd.
2	Registered Address	6/1A,Moria Street ,”Mangal Deep” Gr. Floor, Kolkata-17
3	Date of incorporation	20.05.94
4	MOU signed between	Bengal Peerless H. D.C. Ltd and WBHB
5	Purpose	To develop housing project
6	% of WBHB share in JVC in MOU	49.50%
7	Project undertaken	AXIS MALL
8	Date of Dev. Agreement	08.04..2005
9	D.A. signed among	WBHB& Bengal Peerless Housing Dev. Co.Ltd
10	Purpose	Commercial Complex,
11	Location and area of land	Plot No. A.A-IA, Newtown , 4.75 acres

Bengal Ambuja Housing Development Ltd.		
Sl.	Particulars	Information provided
1	Name of JVC	Bengal Ambuja Housing Development Ltd.
2	Registered Address	Vishakarma, 86 C Topsia Road(South), Kolkata700046
3	Date of incorporation	13.10.1993
4	MOU signed between	Bengal Ambuja Housing Development Ltd and WBHB
5	Purpose	To develop housing project
6	% of WBHB share in JVC in MOU	49.50%
7	Project undertaken	City Centre –II, Swissotel
8	Date of Dev. Agreement	16.4.2007
9	D.A. signed among	Ambuja Housing Development Ltd& WBHB
10	Purpose	Housing Complex/Allied Projects
11	Location and area of land	11 D/5 A.A-11, Newtown 5.48 acre

Bengal Ambuja Housing Development Ltd.		
Sl.	Particulars	Information provided
1	Name of JVC	Bengal Ambuja Housing Development Ltd.
2	Registered Address	Vishakarma, 86 C Topsia Road(South), Kolkata700046
3	Date of incorporation	13.10.1993
4	MOU signed between	Bengal AmbujaH. D. Ltd and WBHB
5	Purpose	To develop Housing Projects
6	% of WBHB share in JVC in MOU	49.50%
7	Project undertaken	ECOSPACE
8	Date of Dev. Agreement	16.06.2009
9	D.A. signed among	Ambuja Housing Development Ltd& WBHB
10	Purpose	. To develop Housing Complex/ Allied Projects
11	Location and area of land	11 D/5 A.A-1 Newtown, 5.00 acre

Bengal Shrachi Housing Development Ltd.		
Sl.	Particulars	Information provided
1	Name of JVC	Bengal Shrachi Housing Development Ltd.
2	Registered Address	Sharchi Tower,686, Anandapur, EM Bypass Junction Kol-107
3	Date of incorporation	11.06.1997
4	MOU signed among	WBHB and Bengal Shrachi Housing Development Ltd.
5	Purpose	To develop housing project
6	% of WBHB share in JVC	49.50%
7	Project undertaken	SINCLAIRS HOTEL
8	Date Dev. Agreement	28.01.2008
9	D.A. signed among	Bengal Shrachi (Ist Part) WBHB (2 nd Part)&Sinclairs HotelLtd(3rdPart)
10	Purpose	Housing Complex /Allied Service
11	Location and area of land	A.A-1A, New Town, 0.98814 acres
Bengal Shrachi Housing Development Ltd.		
Sl.	Particulars	Information provided
1	Name of JVC	Bengal Shrachi Housing Development Ltd.
2	Registered Address	Sharchi Tower,686, Anandapur, EM Bypass Junction Kol-107
3	Date of incorporation	11.06.1997
4	MOU signed among	WBHB and Bengal Shrachi Housing Development Ltd.
5	Purpose	To develop housing project
5	% of WBHB share in JVC	49.50%
6	Project undertaken	Merchentile Retail
7	Date Dev. Agreement	05.12.2005
9	D.A. signed among	WBHB and Bengal Shrachi Housing Development Ltd.
10	Purpose	Housing Complex/Allied Purpose
11	Location and area of land	A.A-1A, New Town, 2.22 acres

Bengal Shrachi Housing Development Ltd.		
Sl.	Particulars	Information provided
1	Name of JVC	Bengal Shrachi Housing Development Ltd.
2	Registered Address	Sharchi Tower,686, Anandapur, EM Bypass Junction Kol-107
3	Date of incorporation	11.06.1997
4	MOU signed among	WBHB and Bengal Shrachi Housing Development Ltd.
5	Purpose	To develop housing project
6	% of WBHB share in JVC	49.50%
7	Project undertaken	SYBNTHESES BUSINESS PARK
8	Date Dev. Agreement	24.07.2006
9	D.A. signed among	HIDCO (1 st Part) Beng. Shrachi(2 nd Part) WBHB (Confirming)
10	Purpose	HIDCO TOWER/DEVELOPER TOWER
11	Location and area of land	CBD-1 A.A-11, Newtown 5.00 acre
Bengal Greenfield Housing Development Ltd.		
Sl.	Particulars	Information provided
1	Name of JVC	Bengal Greenfield Housing Development Ltd
2	Registered Address	Hitech Chamber 4 th 7th Floor 84/1B Topsia Road (s) Kol-46
3	Date of incorporation	11.11.98(IFB) & 16.2.04(BGF)
4	MOU signed among	Bengal Greenfield Housing Development Ltd and WBHB
5	Purpose	To develop housing project
6	% of WBHB share in JVC	49.50%
7	Project undertaken	BUS TERMINUS & COMMERCIAL COMPLEX WITH HOTEL
8	Date Dev. Agreement	13.04.2006
9	D.A. signed among	
10	Purpose	Housing Scheme/Allied Purpose
11	Location and area of land	BG 12 A.A-IIB, Newtown

APPENDICES

APPENDIX-I

Form-1

Statement of Legal Capacity

(To be forwarded on the letter head of the Bidder)

Ref.

Date:

To

Dear Sir,

Sub: Quantifying / assessing financial gains/losses from the 8 (eight) projects of 4 (four) Joint Sector Companies of WBHB for commercial use of land instead of housing project as per MOU/*Govt. Policies and WBHB Act, 1972* and how such gains/losses are dealt with / appropriated and how does the WBHB has been benefited/ affected by this act of Joint Sector Companies.

I/We hereby confirm that we, the Bidder, satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (insert individual's name) will act as our Authorised Representative and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of

APPENDIX-I

Form-2

Power of Attorney

Know all men by these presents, We, (name of Firm and address)
authorise Mr.....of
the registered office) do hereby constitute, nominate, appoint and /

Mr./Mrs.....

..... son/daughter/wife and presently residing at
, who is presently employed with/ retained by us and
holding the position of as our true and lawful attorney (hereinafter
referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and
things as are necessary or required in connection with or incidental to submission of our Proposal for and
selection as the Asset and Enterprise Valuer for with regard to quantifying / assessing financial gains/losses
from those Joint Sector Companies & how such gains/losses dealt with / appropriated and whether WBHB is
affected / benefited areproposed to be undertaken by the (the "Authority") including but not
limited to signing and submission of all applications, proposals and other documents and writings,
participating in pre-bid and other conferences and providing information/ responses to the Authority,
representing us in all matters before the Authority, signing and execution of all contracts and undertakings
consequent to acceptance of our proposal and generally dealing with the Authority in all matters in
connection with or relating to or arising out of our Proposal for the said assignment and/or upon award
thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done
by our said Authorised Representative pursuant to and in exercise ofthe powers conferred by this Power of
Attorney and that all acts, deeds and things done byour said Authorised Representative in exercise of the
powers hereby conferred shall andshall always be deemed to have been done by us.

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

For
(Signature, name, designation and address)

Witnesses:

- 1
2 Notarised

Accepted

.....

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

Notes:

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

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

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

APPENDIX-II
FINANCIAL PROPOSAL

Form-1

(On letterhead)

To
 The Housing Commissioner,
 West Bengal Housing Board,
 105, S.N.Banerjee Road,
 Kolkata - 700 014

Dear Sir,

Sub: For quantifying / assessing financial gains/losses from the 8 (eight) projects of 4 (four) Joint Sector Companies of WBHB for commercial use of land instead of housing project as per MOU and how such gains/losses are dealt with / appropriated.

1. We, the undersigned, offer to provide the Asset and Enterprise Valuer cum Valuer services for the above assignment in accordance with the EOI-cum-RFP dated _____. Our Financial Proposal is Rs._____. This amount is inclusive of all taxes (direct / indirect / local), duties, and levies, etc. whatsoever as applicable.
2. Our Financial Proposal shall be binding upon us subject to any modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal.
3. We are willing/ not willing to take Mobilization Advance.

We understand that WBHB is not bound to accept any Proposal that WBHB receives and may reject any or all proposals without assigning any reason for the same.

Yours sincerely,

Authorized signature (in full and initials): _____

Name and Title of Signatory: _____

Name of Asset and Enterprise Valuer cum Valuer:

In the Capacity of: _____

Address: _____

Contact Details (Phone and Email): _____

APPENDIX-II

Form-2**Financial Proposal Phase 1**

Sl no	Phase	Deliverables	Rate quoted(Rs)
1	1.1	Preparation and submission of report - quantifying financial gains/losses for commercial use of land by Bengal Peerless Housing Development Co. Ltd. in connection with the projects and how does the WBHB has been benefited / affected by this act of Joint Sector Companies. a) Ahirini b) Axis Mall and how such gains/losses are dealt with / appropriated.	
	1.2	Preparation and submission of report - quantifying financial gains/losses for commercial use of land by Bengal Ambuja Housing Development Ltd. in connection with the projects and how does the WBHB has been benefited / affected by this act of Joint Sector Companies. If there is any disinvestment proposal what will be the effect and how the WBHB will be affected? a) City Centre-II-Swissotel b) Ecospace and how such gains/losses are dealt with / appropriated	
	1.3	Preparation and submission of report - quantifying financial gains/losses for commercial use of land by Bengal Shrachi Housing Development Ltd. in connection with the projects a) Marchentile Retail b) SynthesisBusiness Park c) Sinclairs Hotel and how such gains/losses are dealt with / appropriated and how does the WBHB has been benefited/ affected by this act of Joint Sector Companies.	
	1.4	Preparation and submission of report - quantifying financial gains/losses for commercial use of land by Bengal Greenfield Housing Development Ltd. in connection with the project named Bus Terminus and Commercial Complex with Hotel and how such gains/losses are dealt with / appropriated and how does the WBHB has been benefited/ affected by this act of Joint Sector Companies.	

(Signature, Name and Designation of the authorised signatory)