

Bid document consist of

N.I.Q. No. WBHB/JD(EW)EP/NIQ- 02/2018-2019& RFP

For engagement of Asset & Enterprise Valuation Agency for valuation of shares of 10 (ten) Assisted Sector Companies & 9 (nine) Joint Sector Companies

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:-



WESTBENGALHOUSINGBOARD

(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:- 688 /JD(EP) /HB

Dated:- 19.04.2018

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

Notice Inviting RFP No. WBHB/JD(EP)/NIQ- 02 /2018-2019

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 & Enterprise Valuation Agency for valuation of shares of 10 (ten) Assisted Sector Companies & 9 (nine) Joint Sector Companies

3)The scope of Work: a)Valuation of Shares' held by West Bengal Housing Board in following Joint Sector & Assisted Sector Companies.

A. Joint Sector Co. (JSC)		
1.	Bengal Ambuja Housing Dev. Ltd.	Completed & on-going projects with WBHB
2.	Bengal Peerless Housing Dev. Co. Ltd.	Completed & on-going projects with WBHB
3.	Bengal Shrachi Housing Dev. Ltd.	Completed & on-going projects with WBHB
4.	Bengal Shelter Housing Dev. Ltd.	Completed & on-going projects with WBHB
5.	Bengal Park Chambers Housing Dev. Ltd.	Completed & on-going projects with WBHB
6.	Bengal DCL Housing Dev. Co. Ltd.	Completed & on-going projects with WBHB
7.	Bengal Emami Housing Ltd.	Completed & on-going projects with WBHB
8.	Bengal Greenfield Housing Dev. Ltd.	Completed & on-going projects with WBHB
9.	Bengal United Credit Belani Housing Ltd.	Completed projects with WBHB

B. Assisted Sector Co. (ASC)		
1.	Bengal Kyal Housing Development Ltd.	Completed & on-going projects with WBHB
2.	Bengal Merlin Housing Ltd.	Completed & on-going projects with WBHB
3.	Bengal D.C.Paul Housing Ltd.	One completed project with WBHB
4.	Bengal Sunny Rock Estates Dev. Co. Ltd.	No ongoing project with WBHB
5.	Bengal NPR Housing Development Ltd.	No project taken with WBHB
6.	Bengal P.S. Housing Development Ltd.	
7.	Bengal Multiple Housing Development Co. Ltd.	
8.	Bengal Sanjeevani Housing Development Ltd.	
9.	Bengal Forum Development Ltd.	
10.	Bengal KDC Development Ltd.	

b) Valuation of Shares of said ASCs/JSC as on 31.03.2016, 31.03.2017 & 31.03.2018

c) Inventory of Stock/Assets and details of pending liabilities, if any, as on 31.03.2018

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 20/04/2018. 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** : 90 days issuing from work order to Asset & Enterprise Valuation Agency. This may be extended on reasonable ground after negotiation between both parties.

7) **Payment Schedule:**

- 50% after submission of Draft Report
- 50% after finalisation of the valuation approved by Finance Department & accepted by WBHB

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

9) Receipt of proposal:- The prospective bidder requested to Seal, signed in every pages of **i-Certificate. ii-NIQ. iii-Corrigendum(if any). iv- RFP Document** and fill 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-25/04/2018 at 2.30PM.-
Venue-Board Meeting Room
2ndFloor ,ABASAN, 105, S.N Banerjee Road Kolkata-700014

11) Bid Submission Beginning date : 28/04/2018

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

12) Date of opening of financial proposal:- On 04/05/2018 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 contract 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.

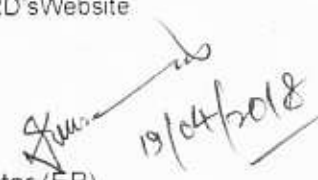
17) Interested bidders may touch with WBHB website mentioned above regularly to see corrigenda/addenda which may be issued by WBHB from time to time prior for submission of the proposal for which no paper publication will be made.

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


Jt. Director (EP)
West Bengal Housing Board

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 Website
10. D.F.A, West Bengal Housing Board
11. Accounts Officer, W.B.H.B.


Jt. Director (EP)
West Bengal Housing Board

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.


Jt. Director (EP)
West Bengal Housing Board

(RFP DOCUMENT)

**INVITATION FOR EXPRESSION OF INTEREST CUM
REQUEST FOR PROPOSAL (EOI- CUM- RFP) FOR
ENGAGEMENT OFFINANCE DEPARTMENT, GOVT. OF
WEST BENGAL EMPANELLED
VALUATION AGENCIES FOR “ASSET & ENTERPRISE
VALUATION” FOR
VALUATION OF SHARES OF 9(NINE) JOINT SECTOR
COMPANIES AND 10 (TEN)ASSISTED SECTOR
COMPANIES WITH
WEST BENGAL HOUSING BOARD
THROUGH
LIMITED TENDERERS**

**WEST BENGAL HOUSING BOARD
105, S.N.BANERJEE ROAD, KOLKATA-700 014.**

A. General Provisions

1. Introduction:

1.1 West Bengal Housing Board intends to select an Asset & Enterprise Valuation Agency through limited tender from the empanelled list as notified by the Finance Department, Govt. of West Bengal, vide Memo. No. 602-F(Y) dated 01.02.2018, "Panel-A. Asset & Enterprise Valuation" for valuation of shares of 10 (ten) Assisted Sector Companies & 9 (nine) Joint Sector Companies

1.1 The Asset & Enterprise Valuation Agencies as empanelled in the Notification referred in para 1.1, are invited to submit a Financial Proposal, for advisory services for the assignment as specified in the scope of work.

1.2 The Asset & Enterprise Valuation Agencies should familiarise them with the local conditions and take them into account in preparing their Proposals.

2. Corrupt and Fraudulent Practices:

2.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in the EOI-cum-RFP, the Authority/Client shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it is established that the Bidder has, directly or indirectly, engaged in corrupt practice, fraudulent practice, coercive, undesirable practice or restrictive practice (collectively herein after referred as the "Prohibited Practices") in the Selection Process. In such an event, the Authority / Client shall, without prejudice to it's any other rights or remedies, after giving the Bidder a reasonable opportunity of hearing, forfeit and appropriate the Proposal Security /Earnest Money Deposit as damages payable to the Authority/ Client for, inter alia, time, cost and effort of the Authority/ Client, in regard to the EOI-cum-RFP, including consideration and evaluation of such Bidder's Proposal.

2.2 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) "Corrupt Practice" means 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.

- (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 establishing contact with any person connected with or employed or engaged by the Authority/ Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process, 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.

3. Qualification to the Bid:

- 3.1 The bid is to be submitted in the standard form as enclosed.

B. Preparation of Proposals

4. Cost of preparation of Proposal

- 4.1 The Asset & Enterprise Valuation Agency shall bear all costs associated with the preparation and submission of its Proposal and West Bengal Housing Board shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Selection Process. West Bengal Housing Board is not bound to accept any proposal, and reserves the right to annul the Selection Process at any time prior to award of Contract, without thereby incurring any liability to the Asset & Enterprise Valuation Agency. The Asset & Enterprise Valuation Agencies for the preparation of proposal will visit the site at their own expenses.

5. Language

- 5.1 The Proposal, as well as all correspondences and documents relating to the Proposal exchanged between the Asset & Enterprise Valuation Agency and West Bengal Housing Board shall be written in the English language.

6. Documents comprising the Proposal

- 6.1 The Proposal shall comprise the documents and forms listed in the scope of work.

7. Only one Proposal

7.1 The Asset & Enterprise Valuation Agency shall submit only one Proposal.

8. Proposal Validity

8.1 The Asset & Enterprise Valuation Agency's Proposal must remain valid for acceptance at least three months after the Proposal Submission Deadline. A Bid valid for a shorter period shall be rejected by the tendering Authority as non- responsive bid.

8.2 During this Period, the Asset & Enterprise Valuation Agency shall maintain its original Proposal without any change.

8.3 In exceptional circumstances, prior to the expiration of the bid validity period, the tendering authority may request bidders to extend the period of validity of their bids. The EMD shall also be revalidated for the corresponding period. A Bidder may refuse the request without forfeiting its EMD. A Bidder granting the request shall not be required or permitted to modify its bid. The request and the responses shall be made in writing.

9. Earnest Money Deposit (EMD)

9.1 Every Bidder must furnish an interest free Earnest Money Deposit of Rs. 50,000/- (Rupees Fifty Thousand Only) at the time of submitting the Proposal.

9.2 EMD of a Bidder lying with in respect of other bids awaiting decision will not be adjusted towards EMD of the fresh bids. The EMD originally deposited may, however, be taken into consideration in case bids are re- invited.

9.3 The EMD may be deposited in the form of a banker's cheque or pay order or demand draft in favour of "West Bengal Housing Board" payable at Kolkata.

9.4 Refund of EMD: The EMD of unsuccessful bidders shall be refunded soon after final acceptance of bid and award of contract.

9.5 Forfeiture of EMD : The EMD furnished by the Bidders may be forfeited in the following cases:

- (a) When the Bidder withdraws or modifies his bid proposal after opening of bids.
- (b) When the Bidder does not execute the agreement after placement of order within the specified time.
- (c) When the Bidder violates any term and condition of this LOI-cum-RFP.

- 9.6 No interest will be paid by West Bengal Housing Board on the amount of EMD.
- 9.7 Notice will be given to the Selected Bidder with reasonable time before the EMD is forfeited.
- 9.8 Forfeiture of EMD shall be without prejudice to any other right of West Bengal Housing Board to claim any damages as admissible under the law as well as to take such action against the Selected Bidder such as severing future business relation or black listing, etc.
- 9.9 Liquidated damage will be imposed in case of failure of performance/ delay in the part of Asset & Enterprise Valuation Agency, in the following manner:-
Earnest money and bank guarantee will be forfeited
- (a) on termination of the contract on account of failure of the bidder,
 - (b) in case of delay in completions beyond the stipulated contract period including extended period, a penalty at the rate of Rs. 2000/- (Rupees Two Thousand) only per day will be imposed subject to maximum of 10% of his quoted price.

10. Preparation of Proposals –Specific Considerations

- 10.1 The Asset & Enterprise Valuation Agency shall prepare its Proposal as per the provisions of this EOI-cum-RFP.

11. Financial Proposal

- 11.1 The Financial Proposal shall be prepared using the standard form as provided.

a. Taxes:

- 11.2 The Asset & Enterprise Valuation Agency shall be responsible for meeting all tax liabilities arising out of the contract.
- 11.3 The income tax and other taxes, as applicable, shall be deducted at source from the payment to the Selected Bidder as per the law in force at the time of execution of contract provided the Selected Bidder is not eligible for any exemption, reduction, allowance or privilege.
- 11.4 If there be any increase in the taxes (direct/ indirect / local), levies, fees, etc. whatsoever, and other charges during tenure of the contract, financial burden of the same shall be borne by the bidder.

b. Currency of Payment:

11.5 The currency or currencies in which payments shall be made to the selected bidder under this Contract shall be Indian Rupees(INR) only.

c. Rate Validity:

11.6 The quoted rate will remain unchanged during the entire process.

C. Submission, Opening and Evaluation

12. Submission, Sealing and Marking of Proposals

12.1 The Asset & Enterprise Valuation Agency shall submit a signed and complete Proposal comprising the documents and forms. The submission can be done by hand in the drop box to be kept in the West Bengal Housing Board, 105, S.N.Banerjee Road, Kolkata-700014

12.2 An Authorized representative of the Asset & Enterprise Valuation Agency shall sign the original submission letters in the required format for the Financial Proposal. The authorization shall be in the form of a written power of attorney.

12.3 All pages of the bid and where correction or amendments have been made shall be signed by the authorized signatory. In case of detection of any forgery, the bid shall be summarily rejected, EMD shall be forfeited and West Bengal Housing Board may also resort legal action against the Bidder.

12.4 Any modification, revision, interlineations, corrections shall be valid only if signed or initialled by the person signing the Proposal. Erasing and overwriting are not allowed.

12.5 The Financial Proposal shall be placed inside a sealed envelope clearly marked "Financial Proposal – Engagement of Asset & Enterprise Valuation Agency in the West Bengal Housing Board", name, address and contact number of the Asset & Enterprise Valuation Agency".

12.6 If the envelopes are not sealed and marked as required, West Bengal Housing Board will assume no responsibility for the misplacement, loss or premature opening of the Proposal.

- 12.7 The Proposal or its modifications must be sent to the address as indicated in the standard form (as enclosed) and received by West Bengal Housing Board not later than the deadline or any extension to this deadline. Any Proposal or its modification received by West Bengal Housing Board after the deadline will be rejected to receive in late and returned unopened.

13. Confidentiality:

- 13.1 From the time the Proposals are opened to the time Contract is awarded, the Asset & Enterprise Valuation Agency should not contact West Bengal Housing Board on any matter related to its Financial Proposal. Information related to the evaluation of Proposals and award recommendations shall not be disclosed to the Asset & Enterprise Valuation Agencies who submitted the Proposals or to any other party not officially concerned with the process until publication of the contract award information.
- 13.2 Any attempt by the Asset & Enterprise Valuation Agencies or anyone on behalf of the Asset & Enterprise Valuation Agency to influence the Client improperly in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.
- 13.3 Notwithstanding the above provisions, from the time of the opening of the Proposals to the time of Contract award publication, if a Asset & Enterprise Valuation Agency wishes to contact West Bengal Housing Board on any matter related to the Selection Process, it should do so only in writing.

14. Bid Preparation

- 14.1 The Bidder shall be responsible for all costs associated with the preparation of its bid and its participation in the Selection Process. West Bengal Housing Board shall not be responsible nor in any way liable for such cost.
- Please note that Authority reserves the right to reject all or any of the Proposals without assigning any reason whatsoever.

15. Withdrawal of Bid

- 15.1 In case of withdrawal of Bid, the EMD shall be forfeited.

16. Evaluation of Proposals

- 16.1 The Asset & Enterprise Valuation Agency is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. The Client will conduct the evaluation on the basis of the submitted Financial Proposals. However, the Authority may seek clarification on the information submitted by Bidder, if required.

17. Public Opening of Financial Proposals

- 17.1 The Financial Proposals will be examined to confirm that they have remained sealed and unopened. Financial Proposals shall be opened and the rate read aloud and recorded by the Evaluation Committee in presence of the representative of the Asset & Enterprise Valuation Agency.
- 17.2 The Financial Proposal (Rate Quoted) shall be deemed to cover the cost of salary, leave allowances, bonuses, profit, taxes, insurances, superannuation, non-working days and all other costs and expenses of whatsoever nature that may be incurred.

D. Award

18. Award of Contract

- 18.1 After issuance of LOI by West Bengal Housing Board, the Selected Bidder shall sign the Contract with West Bengal Housing Board within 15 days and accordingly work order will be issued thereafter.

E. Terms and Conditions of the Tender

19. Interpretation

- 19.1 Entire Agreement: The Contract will constitute the entire Agreement between the West Bengal Housing Board and the Selected Bidder and will supersede all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- 19.2 Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 19.3 Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provision or condition of the Contract.

20. Governing Law

- 20.1 The Contract shall be governed by and interpreted in accordance with the laws of the Land (i.e. in force in West Bengal and India) and under the jurisdiction of the Hon'ble High Court at Calcutta.

21. Force Majeure

- 21.1 If the performances of the Contract by either party is delayed, hindered or prevented or is otherwise frustrated by reason of force majeure, which shall mean war, civil commotion, fire, flood, action by any government or any event beyond the reasonable control of the party affected, then the party so affected shall promptly notify the other party in writing specifying the nature of the force majeure and of the anticipated delay in the performance of the Contract and as from the date of that notification West Bengal Housing Board may at its discretion either terminate the Contract forthwith or suspend the performance of the Contract for a period not exceeding 6 months. If at the expiry of such period of suspension, any of the reasons for the suspension still remain, West Bengal Housing Board and the Asset & Enterprise Valuation Agency may either agree a further period of suspension or treat the Contract as terminated.

22. Change Orders and Contract Amendments

- 22.1 West Bengal Housing Board may at any time order the Selected Bidder through notice to make changes within the general scope of the Contract in case of services to be provided by the Selected Bidder.

23. Termination

- 23.1 West Bengal Housing Board may, at its sole discretion and at any time during the period of the contract terminate the Contract and inform the Asset & Enterprise Valuation Agency by written instruction to that effect.
- 23.2 Should the Services or any portion thereof not be carried out to the satisfaction of West Bengal Housing Board or within the time or times specified in or under the Contract, West Bengal Housing Board may, without prejudice to any other remedies, by notice in writing to the Asset & Enterprise Valuation Agency, terminate the Contract either in respect of the time of the services which have not been carried out in accordance with the Contract at the time of

such termination or in respect of all the Services to which the Contract relates other than those carried out in accordance with the Contract prior to the time of such termination. In Such case, the Asset & Enterprise Valuation Agency shall not be entitled under the Contract to get payment of any amount by way of compensation.

24. Disclosure of Information, Intellectual Property Rights and Official Secrets Act

24.1 The Asset & Enterprise Valuation Agency shall not during or after the termination of the Contract disclose to any third party any Confidential Information arising from the Contract except with the prior written permission from West Bengal Housing Board. For the purposes of this Clause, "Confidential Information" shall mean information relating to proprietary, technological, economic, legal, administrative, business and technical matters of West Bengal Housing Board including the information disclosed orally, documents, drawings, diagrams models , programmes, computer data or any part or copy of such information.

24.2 All intellectual property rights in the reports and any other documentation or materials prepared or inventions or information produced as a result of the performance of the Services shall be and shall remain the property of West Bengal Housing Board.

24.3 West Bengal Housing Board requires that the agency will provide professional services and impartial advice and all times, hold the Department's interest paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

25. Suspension

25.1 The West Bengal Housing Boardmay, by written notice of suspension to the Asset & Enterprise Valuation Agency, without any obligation (financial or otherwise) suspend all payments to the Asset & Enterprise Valuation Agency if the later shall be in breach of the Agreement or shall fail to perform any of its obligations under the Agreement including the carrying out of the Services; provided that such notice ofsuspension (i) shall specify the nature ofthe breach or failure and (ii) shall provide an opportunity to the Asset & Enterprise Valuation Agency to remedy such breach or failure within a period not exceeding 30 days after receipt by the Asset & Enterprise Valuation Agency of such notice of suspension.

26. Cessation of Rights and Obligations

26.1 Upon termination of the Agreement or upon expiration of the Agreement, all rights and obligations of the parties shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality and (iii) the Asset & Enterprise Valuation Agency's obligation to permit inspection, copying and auditing of its accounts and records by West Bengal Housing Board.

27. Disputes Resolution

27.1 The parties shall make their best efforts to settle amicably all disputes arising out of or in connection with the Agreement or the interpretation thereof. In the event a dispute, difference or claim arises in connection with the interpretation or implementation of the Agreement, the aggrieved party shall issue a written notice setting out the dispute / differences or claim to the other party and the parties shall first attempt to resolve such dispute through mutual consultation.

27.2 Any dispute between the parties arising out of the RFP Document or relating thereto or arising there from that still might remain unresolved in spite of all efforts to settle the matter amicably shall be subject to the jurisdiction of the High Court of Calcutta.

28. Disqualification

28.1 The bid is liable to be disqualified if:

- Not submitted in accordance with the EOI-cum-RFP
- During validity of the bid or its extended period, if any, the bidder increases his quoted rate.
- During the bid process if the bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- Bid received in incomplete form or not accompanied by EMD.
- Bid received after due date and time.
- Bidder submits conditional bids.
- Bidder indulges in canvassing in any form to win the contract.

29. Assignment

29.1

Sl. No.	Item	Details
1	Name of Assignment	Engagement of Asset & Enterprise Valuation Agency for valuation of shares of 10 (ten) Assisted Sector Companies & 9 (nine) Joint Sector Companies
2	Name of the Authority/ Client	West Bengal Housing Board
3	Nodal Officer (for any clarification)	Sri Prodyot Kr. Pathak D.F.A-CUM-D.C.A.O Mobile: 8637820380
4	Method of Selection	Through tendering
5	Language	Proposals must be submitted in English language and all correspondence shall be in English language.
6	Validity of proposal	Proposals must remain valid for 120 calendar days after the submission of proposal.

29.2 Before final submission, a pre bid meeting will be held in the office of WBHB, 105, S.N.Banerjee Road, Kolkata-700014. Building. Details will follow in the forwarding letter.

30. Scope of Work

- a) 'Valuation of Shares' held by West Bengal Housing Board in following Joint Sector & Assisted Sector Companies.

A. Joint Sector Co. (JSC)		
1.	Bengal Ambuja Housing Dev. Ltd.	Completed & on-going projects with WBHB
2.	Bengal Peerless Housing Dev. Co. Ltd.	Completed & on-going projects with WBHB
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B. Assisted Sector Co. (ASC)		
1.	Bengal Kyal Housing Development Ltd.	Completed & on-going projects with WBHB
2.	Bengal Merlin Housing Ltd.	Completed & on-going projects with WBHB
3.	Bengal D.C.Paul Housing Ltd.	One completed project with WBHB
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8.	Bengal Sanjeevani Housing Development Ltd.	
9.	Bengal Forum Development Ltd.	
10.	Bengal KDC Development Ltd.	

- b) Valuation of Shares of said ASCs/JSC as on 31.03.2016, 31.03.2017 & 31.03.2018
- c) Inventory of Stock/Assets and details of pending liabilities, if any, as on 31.03.2018

31. Payment Schedule:

- a) 50% after submission of Draft Report
- b) 50% after finalisation of the valuation approved by Finance Department & accepted by WBHB
- c) Time period - 90 days issuing from work order to Asset & Enterprise Valuation Agency. This may be extended on reasonable ground after negotiation between both parties.

Signature 19/04/2018

Joint Director (EP)
West Bengal Housing Board

32. Standard Forms:

(On letterhead)

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

Dear Sir,

Sub: Selection of Asset & Enterprise Valuation Agency for the West Bengal Housing Board for valuation of shares of JSC/ASCs

1. We, the undersigned, offer to provide the Asset & Enterprise Valuation Agency services for the above assignment in accordance with the EOI-cum-RFP dated _____. Our Financial Proposal 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 West Bengal Housing Board is not bound to accept any Proposal that West Bengal Housing Board 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 & Enterprise Valuation

Agency: _____

In the Capacity of: _____

Address: _____

Contact Details (Phone and Email): _____