



**West Bengal Housing Infrastructure Development Corporation Limited**

(A Govt. of West Bengal Undertaking)

HIDCO BHABAN, Premises No.35-1111, Major Arterial Road, 3<sup>rd</sup> Rotary, New Town, Kolkata-700156  
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No.M- 3396/HIDCO/ADMN/2085/2012

dated : 23.07.12

***NOTICE INVITING OFFERS FOR***  
**DEVELOPMENT OF AN ECO-RESORT WITHIN THE ECO-PARK IN**  
**NEW TOWN, KOLKATA**

**Reference notice no. M-2818/HIDCO/ADMN-2085/2012 dated 19.06.2012. Last date for submission of offers has been extended upto 14:00 hrs of 08.08.2012.**



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***NOTICE INVITING OFFERS FOR  
DEVELOPMENT OF AN ECO-RESORT WITHIN THE  
ECO-PARK IN NEW TOWN, KOLKATA***

WBHIDCO ( West Bengal Housing Infrastructure Development Corporation Ltd.) an Enterprise of the Government of West Bengal invites offers for ***Development of an Eco-Resort within the Eco-Park in New Town, Kolkata*** (on Design, Build, and Operation basis) through ***Single Stage Two Envelope Bidding process*** from intending Companies / Firms of eligible Developers. **Eligibility criteria and other details are provided in the Request For Proposal (RFP) document, which may be seen and downloaded** from [www.wbidcoltd.com](http://www.wbidcoltd.com) or [www.iidcindia.co.in](http://www.iidcindia.co.in). There would be an **Application money of Rs.10,000/- and the Bid Security/Earnest Money Deposit of Rs. 10 (ten) lakhs to be submitted through Demand Draft to be drawn in favour of West Bengal Housing Infrastructure Development Corporation Ltd.** A pre-bid conference in the matter would be held on 02.07.2012 at 1500hours. The last date and time of submission of offers in sealed envelopes at the box specially provided for this purpose, in the manner as prescribed in the RFP document is 1600 hours of 23.07.2012 at "HIDCO BHABAN", Premises no. 35-1111, Major Arterial Road, 3<sup>rd</sup> Rotary, New Town, Kolkata-700156 . Technical bids would be opened on the same day i.e. on 23.07.2012 at 1700 hours at the same place.



## REQUEST FOR PROPOSAL

Selection of Developer for  
Design, Build and Operation of a  
Eco Resort at the Eco Park, New Town, Kolkata



June 2012

Project Advisor: **Bengal Urban Infrastructure Development Limited**

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**DISCLAIMER**

1. The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or in any other form by or on behalf of West Bengal Housing Infrastructure Development Corporation Limited having its office at HIDCO Bhavan, 35-1111, M.A.R. Kolkata – 700156 (referred as “WBHIDCO”) or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP document contains brief information about the Project for “Design, Build, and Operation of the New Town Eco-Resort at the New Town Eco Park, Kolkata” at Action Area II, New Town (herein referred to as “Project”) by the successful bidder/developer selected through a competitive bidding process. The purpose of this RFP Document is to provide Bidders with information that may be useful to them in the formulation of their bid and for no other purpose.
3. This RFP is not an agreement and is neither an offer nor invitation by WBHIDCO to the prospective Bidders or any other person but is merely informative in nature creating no obligation whatsoever. The terms on which the Project is to be developed and the right of the successful Bidder/applicant shall be as set out in separate definitive agreement to be entered into by the concerned parties later. The purpose of the RFP is to provide interested parties with information that may be useful to them in making their proposal including financial offers (the “Bid”) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by WBHIDCO in relation to the Project. Such assumptions, assessments and statements do not purport to contain the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for WBHIDCO, its employees or advisors to consider the investment objectives, financial situation 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, statements and information contained in this RFP and obtain independent advice from appropriate sources. This RFP is being made available by WBHIDCO to the interested parties on the terms set out in this RFP. The possession or use of this RFP in any manner contrary to any applicable law is expressly prohibited. The Bidders shall inform themselves concerning, and shall observe any applicable legal requirements. The information does not purport to be comprehensive or to have been independently verified. Nothing in this RFP shall be construed as legal, financial or tax advice.

4. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as complete or authoritative statement of law. WBHIDCO, its employees and advisors accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
5. Neither the information in this RFP nor any other written or oral information in relation to the selection process of the Bidder for implementing the Project or otherwise is intended to form the basis of or the inducement for any investment activity or any decision to enter into any contract or arrangement in relation to the Project and should not be relied as such.
6. WBHIDCO, its employees and advisors 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, completeness or reliability 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 relation to the bidding process.
7. WBHIDCO, its employees and advisors also accept no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP.
8. WBHIDCO may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, statement, assessment or assumptions contained in this RFP.
9. Intimation of discrepancies in the RFP document, if any, should be given to the office of the WBHIDCO immediately by the bidder. If no written communication is received by WBHIDCO, it shall be deemed that the Bidders/applicants are satisfied that the RFP document is complete in all respects.
10. The issuance of this RFP does not in any way imply that WBHIDCO is bound to select a Bidder or to appoint the Preferred Bidder for the Project. WBHIDCO reserves the right in its sole discretion, to accept or reject any or all of the bidders or bids without assigning any reasons thereof.
11. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparing, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by WBHIDCO or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and WBHIDCO shall not be liable in any manner whatsoever for the same or for any other

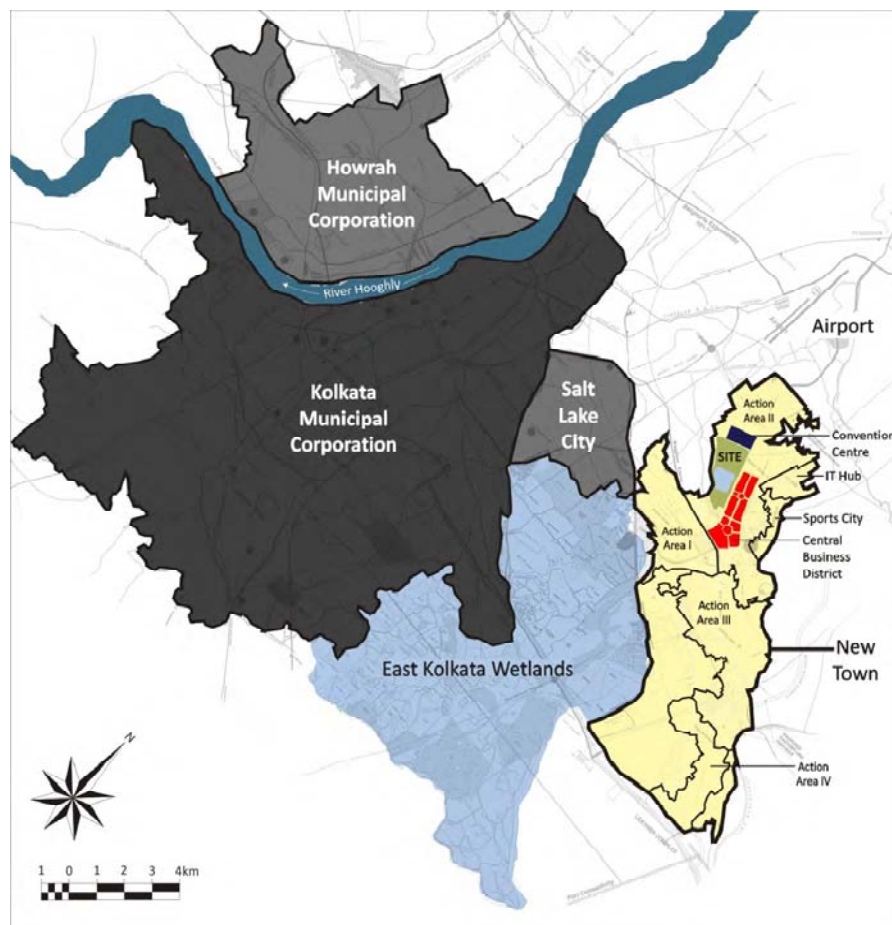
costs or expenses incurred by any Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the bidding process.

12. Nothing in this RFP shall constitute the basis of a contract which may be concluded in relation to the Project nor shall such documentation/information be used in construing any such contract. Each Bidder must rely on the terms and conditions contained in any contract, when, and if, finally executed, subject to such limitations and restrictions which may be specified in such contract.
13. The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee of WBHIDCO or to any other person in a position to influence the decision of the WBHIDCO for showing any favour in relation to this RFP or any other contract, shall render the Bidder to such liability/penalty as the WBHIDCO may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security.
14. Laws of the Republic of India are applicable to this RFP.

## SECTION - 1: INTRODUCTION

### 1.1 BACKGROUND

- 1.1.1 West Bengal Housing Infrastructure Development Corporation Limited (herein referred to as the “WBHIDCO” or “Authority”), is in the process of developing an ECO Park in New Town, Kolkata.
- 1.1.2 The proposed Eco-Park in Action Area II of New Town is being developed as one of the largest open space in the city. The site is spread over an area of 194 hectares (480 acres) which includes a 42-hectare (104- acre) water body with an island. The upcoming Central Business District (CBD) is located to the east of the site and one of the largest convention centers in the country is being built to its north.





- 1.1.3 New Town is strategically located on the eastern edge of the Kolkata Metropolitan Area around 10 kilometers from the City Centre in the North 24 Parganas District of West Bengal.



Figure 1: Location Map of New Town

- 1.1.4 The city is spread across an area of approximately 3,552 hectares or 8,772 acres extending from the Netaji Subhash Chandra Bose International Airport at Dum Dum in the North to the Kolkata Leather Complex in the south. The eastern boundaries of New Town are defined by the East Kolkata Wetlands and Salt Lake City. When fully developed the city is expected to accommodate 7.5 to 10 lakh (0.75 to 1 million) people with an additional floating population of around 2.5 lakh (0.25 million) people.
- 1.1.5 The master plan for the Eco-Park has been prepared by Bengal Urban Infrastructure Development Limited, a Joint Venture company of Urban Development Department, Government of West Bengal and IL&FS along with Pradeep Sachdeva & Associates & IL&FS IDC with the intent to **develop a city level recreational open** space which would contribute to mitigation of some of the adverse impacts of urbanization of the surrounding area and re-establish an healthy self-sustaining eco-systems within the park.
- 1.1.6 The park has been planned to encompass broadly three kinds of spaces. These would include:
- Ecological zones such as wetlands, grasslands and urban forest
  - Theme gardens and recreational open spaces

- c) Urban recreational spaces such as a the resort, crafts bazaars, a farmer’s market, food courts, amphitheatre, and plaza
- 1.1.7 The **vision for the new Eco-Park at New Town** as envisaged in the Master Plan, embraces a holistic, systems approach to sustainability that seeks to create a balance between ecological regeneration, resource conservation, and optimization with the need to create a recreational urban open space. This approach offers an additional benefit as compared to traditional models for developing parks and urban open spaces – the added benefit: the chance to create a “living classroom” about nature’s service. Here, as the wetlands are filtering water and the plants are filtering air, people can come to relax or rejuvenate, socialize or seek solitude, and learn firsthand how region’s flora and fauna are benefitting their city.
- 1.1.8 New Town’s Eco-Park of 480 acres thus presents an opportunity to create an urban community that values nature as an essential part of quality of life. The inspiration and enjoyment one gets from being close to nature cannot be denied -- the benefits to physical and mental health are well known. However, even more important in an urban setting ecosystems provide cities with services that are critical for good urban functioning.
- 1.1.9 **One of the components of the Project is setting up an Eco Tourism Resort on an earmarked land parcel of 5 acres in the Eco Park ((herein after referred to as “Project Facility”)).**
- 1.1.10 WBHICO intends to select a private sector developer for Design, Construction and Operation of the Eco Resort in the Eco Park, New Town, in terms of the specifications and performance standards as set out in this bid document and the Project Authorization Agreement (herein referred to as “Project”), through a transparent and competitive single stage bidding process. The Authority invites sealed Bids comprising Technical and Price Bid from interested parties (herein referred to as “Bidders”) for Design, Build and Operation of the proposed Project. The private sector developer selected through this bidding process (Preferred Bidder) shall be handed over the possession of the Project Facility on a as-is-where-is basis for a period of thirty (30) years from the date of execution of the Project Authorization agreement and in terms of thereof (herein referred to as “Project Authorization Agreement”).
- 1.1.11 The scope of work for the Project shall broadly include:
- a) Design, Construction and Operation of the Project Facility as per the guidelines mentioned herein, Objectives and Development Guidelines as presented in Annexure XI, overall

objectives of the Eco Park, best industry practices, specifications and performance standards as set out in this bid document.

- b) Implementation of the Project and bringing in the required investment for the Project as per the preferred bidder's RFP submissions and as per the detailed project report (DPR) approved by the Authority.
- c) Payment of all amounts in terms of the Project Authorisation Agreement to the Authority

1.1.12 In order to balance the ecological roles of the Eco-Park with its need to function as an urban recreational space the Eco-Park would need to fulfill the environmental, social, and educational goals listed below.

### **Environmental Goals**

- Use sustainable methods and systems for infrastructure and development
- Mitigate adverse environmental conditions in the surrounding area
- Develop a green lung for the surrounding urban area
- Uses native and regionally appropriate plant species that create native habitats that will attract birds and support aquatic life
- Ensure that the ecological areas of the park are adequately protected from excessive human interference
- Minimize the consumption of energy, potable water and materials during construction and after the park is opened
- Minimize waste generated in the site and recycle and/or reuse the waste generated to the maximum extent possible

### **Social Goals**

- Create pockets that will serve as active public spaces that will allow people to engage with each other and the surrounding city
- Ensure that the park is inclusive, accessible and safe for all users regardless of physical ability, economic status, gender or age
- Support a diverse range of activities and spaces that would stimulate tourism
- Create a sense of place that is rooted in the culture of the city, its history, and its traditions
- Use the space to showcase the ecological and cultural diversity of the region
- Improve the image of the city and its desirability as a place to live and work
- Encourage community based stewardship

**Educational Goals**

- Promote an overall understanding of how the park works and what it means
- Educate people about how cities benefit from eco-system
- Provide and promote skills for appreciating and enjoying the outdoors, especially among the youth and children

1.1.13 The scope of the bidder shall include the following:

**A. Minimum Development Obligations ('MDO's')**

- Minimum of 20 ethnic cottages with Five Star category amenities. Each cottage to have minimum of 500 sq ft carpet area
- Minimum two Restaurants with one serving local cuisine with a minimum of 60 person capacity
- Swimming Pool
- Landscaped Gardens

**B. Non-Mandatory Activities/Amenities-**

The following list is suggestive and it will be optional to incorporate any or all of them in the Project:

- Cafeteria, Outdoor Barbeque,
- Conference Hall
- SPA, Ethnic Herbal Treatment Centre,
- Gymnasium
- Area Arts, Music & Cultural Events, Leisure and Entertainment

1.1.14 The possession of the Project Site will be handed over to the selected developer in the manner and within the period specified in Authorization Agreement on an as-is-where-is basis for a lease period of 30 years.

1.1.15 A site map of the Project site is enclosed herewith as Annexure X.

- 1.1.16 A Bidder shall be a company incorporated under the Companies Act 1956 (the “**Bidder(s)**”). A consortium of entities shall not be allowed to bid and any Bid submitted by a consortium of entities shall not be considered for evaluation under this RFP. Upon selection, the Preferred Bidder (“**Preferred Bidder**” or the “Lessee”) shall enter into a Authorization Agreement for the implementation of the Project.
- 1.1.17 The Authorisation Agreement to be entered into between WBHIDCO and the Lessee shall interalia set forth the detailed terms and conditions for grant of Lease to the Lessee, including the scope of the Lessee’s services and obligations (the “Lease”).
- 1.1.18 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or in any manner the scope of services and obligations of the Lessee set forth in the Authorisation Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the Lease to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.19 The Authority shall receive Bids pursuant to this RFP in accordance with the terms and conditions set forth herein and other documents as provided by the Authority pursuant to this RFP and as modified, altered, amended and clarified from time to time by the Authority (collectively the “**Bidding Documents**”). All the Bids shall be prepared and submitted in accordance with such prescribed terms and conditions on or before the date specified in clause 1.3 of this RFP for submission of Bids (the “**Bid Due Date**”).
- 1.1.20 The Bidder shall pay an amount equivalent to Rs 10,000/ (Rupees Ten thousand only) to the Authority as the cost of procuring the RFP documents being provided to the Bidders, by way of a demand draft in favor of ‘West Bengal Housing Infrastructure Development Corporation Limited ‘drawn on a Scheduled Commercial bank, and payable at Kolkata. The Bidder may download the RFP document from the websites [www.wbhidcoltd.com](http://www.wbhidcoltd.com) or [www.iidcindia.co.in](http://www.iidcindia.co.in). The Demand Draft for procurement of the bid documents shall be submitted with their Bid .
- 1.1.21 In order to assist WBHIDCO to carry out the Bidding Process, Bengal Urban Infrastructure Development Corporation Limited (BUIDL), a Joint Venture company of the Urban Development Department, Government of West Bengal and IL&FS has been appointed to act as the Project advisor to undertake the Project development activities inter-alia including preparation of Bidding Documents and selection of the Preferred Bidder in terms hereof.

**1.1.22 The scope of work for the Project shall broadly involve the following:**

- i. Design, Build and Operation the Project Facility including the compulsory components defined herein below in accordance with the provisions of this Bid Document and the Authorization Agreement to be entered into between the Lessee & WBHIDCO.
- ii. The Lessee shall prepare a detailed project report for implementation of the project as per terms and conditions herein and in conformation with the various statutory provisions and Best Industry Practices, Development Guidelines within 90 days of issue of the LOI by WBHIDCO.
- iii. The project report as prepared by the Lessee shall be made in line with the stipulations of the Bid document, applicable development laws, building bye laws and norms, National Building Code of India, other relevant BIS Code and Best Industry Practices.
- iv. The Lessee shall obtain and maintain at its own cost all applicable permits in conformity with the applicable laws and shall be in continuous compliance therewith while undertaking the development of the Project.
- v. The Lessee shall be entitled to collect inter-alia all revenue including room rent, food & beverages charges and other user charges for amenities provided in the Project.

**1.2 Brief description of the Bidding Process**

- 1.2.1 WBHIDCO invites sealed Technical Bids and Price Bids (hereinafter collectively referred to as the “**Bid**”) from Bidders for design, construction and operation of the Project Facility. The Authority has adopted a single-stage process (referred to as the "**Bidding Process**") for selection of the Preferred Bidder for undertaking the Project in terms hereof. The Technical Bid to be submitted by Bidders shall comprise Technical and Financial Capability documents and other requirements. The Financial Bids of only those bidders who qualify in the Technical Bid evaluation shall be opened for selecting the Preferred Bidder. The Technical Bids would be evaluated based on the criteria set forth in this RFP.
- 1.2.2 This RFP document contains information about the Project, Bidding Process, Bid submission, Qualification and Financial Bid requirements.
- 1.2.3 The Bid shall be valid for a period of not less than 180 days from the Bid Due Date.
- 1.2.4 A Bidder is required to deposit, along with its Bid, a Bid Security equivalent to an amount of Rs. 10, 00,000/- only (Rupees Ten Lakhs only). The Bid Security shall be refundable to unsuccessful bidders not later than 120 (one hundred and eighty) days from the Bid Due Date except in the case of the Preferred Bidder whose Bid Security shall be retained till it has provided the

Performance Security under the Authorization Agreement. The Bidders will provide Bid Security in the form of a Bank Draft payable at Kolkata in favor of West Bengal Housing Infrastructure Development Corporation Limited issued by a scheduled commercial bank in India. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

Bidders are invited to examine the Project site, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for undertaking the Project including implementation of the Project.

In the event the Bidders wish to visit the Project Site, such Bidders shall inform WBHIDCO by way of sufficient notice with name of the persons (maximum no, of two persons for each Bidder). WBHIDCO shall notify the date for such visit, on receipt of the request from Bidders. The Bidders shall bear their respective expenses in relation to the visit. The Bidder shall indemnify the Authority in respect to all liabilities which may arise out of the said Project site visit or survey investigation carried out on or about the Project Facility by the Bidders.

- 1.2.5 Bids are invited for the Project on the basis of highest lease premium (the “**Highest Lease Premium**”) offered to the Authority by a Bidder for the grant of the Project. The Lease Premium shall constitute the sole criteria for evaluation of Financial Bids. In this RFP, the term “**Highest Bidder**” shall mean the Bidder who is offering the highest Lease Premium. Generally the Highest Bidder shall be the Preferred Bidder. WBHIDCO may, in its sole discretion, invite fresh bids from all bidders or annul the Bidding Process, as the case may be. WBHIDCO has fixed a Reserve Price below which Bids may not be considered.
- 1.2.6 An Authorization Agreement will be entered between the Authority and the Preferred Bidder for undertaking the Project.. Subject to the provisions of Clause 2.8.3, the aforesaid documents and any addenda issued subsequent to this RFP Document, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.
- 1.2.7 Any award pursuant to the Bidding Process shall be subject to the terms and conditions of Bidding Documents.
- 1.2.8 Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officers designated in Clause 2.11.3 or at BUIDL’s address as mentioned in Clause 2.11.3 (A). The envelopes/ communication shall clearly bear the following identification/ title:

**"Queries/Request for Additional Information: RFP for “Design, Build, and Operation of the Eco Resort in the New Town, Eco Park ”.**

### 1.3 Schedule of Bidding Process

WBHIDCO shall endeavor to adhere to the following bidding schedule:

Sl No	Event Description	Estimated Date
1	Publication of Bid	21.06.2012
2	Last date for receiving queries	28.06.2012
3	Pre Bid Meeting	02.07.2012
4	WBHIDCO's response to queries latest by	09.07.2012
5	Bid Due Date	23.07.2012
6	Opening of Technical Bids	23.07.2012
7	Opening of Financial Bid	To be intimated
8	Issuance of LoI	To be intimated
9	Signing of Agreement	To be intimated



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**SECTION 2. INSTRUCTIONS TO BIDDERS****A. GENERAL****2.1 General Terms of Bidding**

- 2.1.1 A Bidder is eligible to submit only one Bid. No Bidder shall submit more than one Bid for the Project.
- 2.1.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms of the draft Authorization Agreement shall have overriding effect and shall prevail over the terms of this RFP to the extent of any repugnancy between them; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the draft Authorization Agreement.
- 2.1.3 The Financial Bid shall be furnished in the format at Annexure XIV clearly indicating the amount of Lease Premium payable by the Lessee to WBHIDCO in both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.4 The Bidder shall deposit a Bid Security of Rs. 10,00,000/- (Rupees Ten lakhs only) in accordance with the provisions of this RFP.
- 2.1.5 The Bidder shall submit a copy of the RFP document, along with any amendments, duly stamped and signed by its authorized signatory. The Bidder shall submit a Power of Attorney as per the format at Annexure VII, authorizing the signatory of the Bid to commit the Bidder
- 2.1.6 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of bidding, would not be eligible to submit a Bid. A Bidder including any Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, or Associate thereof, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, or Associate thereof.
- 2.1.7 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.8 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.9 The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly

confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.9 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return to Bidders any Bid or any information provided along therewith.

2.1.10 A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Authority shall forfeit and appropriate the Bid Security or Performance Security (in case of Preferred bidder, after the Project is awarded to him) , as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of Authority, including consideration of such Bidder’s Bid, without prejudice to any other right or remedy that may be available to the Authority hereunder or/and the Authorisation Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

- (i) the Bidder, or Associate (or any constituent thereof) and any other Bidder, or any Associate thereof (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 of a Bidder or an Associate thereof (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, or Associate, as the case may be) in the other Bidder, its Associate, is less than 5% (five 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 2.1.15 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% of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder or any Associate thereof; or
- (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) such Bidder or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Bid of either or each of the other Bidder; or
- (vi) such Bidder has participated as a consultant to Authority in the preparation of any documents, design or technical specifications of the Project.

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 (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.

2.1.12 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental therewith to such Project during the Bidding Process.

2.1.13 This RFP is non-transferable.

2.1.14 any award of contract pursuant to this RFP shall be subject to the terms of Bidding Documents.

## 2.2 Eligibility of Bidders

2.2.1 A Bidder shall be a company / incorporated under the Indian Companies Act 1956. A consortium of entities shall not be allowed to bid and any Bid submitted by a consortium of entities shall not be considered for evaluation under this RFP.

2.2.2 The Bidder shall provide all the information sought under this RFP in the two envelope format. The Authority will evaluate only those Financial Bids that conform to the requirement of first envelope (**Technical Bid**) and that are received in the required formats complete in all respects. The Bidder shall submit the Bid in two separate envelopes marked as Technical Bid and Financial Bid respectively. The two envelopes marked as Technical Bid and Financial Bid

respectively, shall be placed inside the outer envelope marked in terms hereof.

Qualification Criteria: The first step of the bidding process involves qualification (the “**Qualification**”) of interested parties who make a Bid in accordance with the provisions of this RFP. The Bidders whose Bids are adjudged responsive in accordance with requirements of this RFP shall only be considered for Bid evaluation. The Technical Bids of those Bidders whose Bids are adjudged responsive in accordance with requirements of this RFP shall be evaluated in two parts, on the basis of the following criteria (the “**Qualification Criteria**”):

### **Technical Capacity**

- (i) Development/Construction of a Five Star Category Hotel/Resort during last seven years and which is operational as on date of issue of this EOI

OR

Development/Construction of a Real Estate project with minimum investment of INR 75 crore (in a single Project), which was completed during last five years

AND

- (ii) O&M Experience: Operation of an existing Five Star Hotel/Resort as on Application Due Date for at least three years during the last five years

Note:

- Development means Conceptualize, design, finance, build and market ;
- Construction shall mean responsibility for physical construction of an owned project or project of other business entities as a contractor;

Real Estate Project would include development of residential projects (such as townships, housing colonies, apartments /group housing, cottages/villas etc.), commercial/retail projects (such as malls, shopping complexes, office complexes, town/district centers etc.); In case a hotel facility is being run by a consortium by two or more firms, weightage towards experience in the project would be given to the consortium members in proportion to their participation in the Consortium.

**b) Financial Capacity:**

Net worth: The Bidder must have minimum net-worth of at least INR 20 Crores at the close of the preceding financial year;

The Bidder shall enclose with its Bid, certificate(s) from its statutory auditors specifying the **net worth** of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.2 of the RFP. For the purposes of this RFP, Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders)

**Turnover** shall mean gross sales or gross revenue, as defined by the Indian Accounting Standards published by the Institute of chartered Accountants of India (ICAI).

Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its financial information and certification with reference to the 3 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

- 2.2.3 **Litigation History:** The Bidder should provide accurate information about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A history of award(s) against the Bidder will result in summary rejection of the Bid. Suppression of any information or material in this regard would be construed as a fundamental breach and the Authority reserves its right to take appropriate action including rejection/disqualification of the Bid, forfeiture of Bid Security etc. as may be deemed fit and proper by the Authority at any time without requiring giving any notice to the Bidder in this regard.
- 2.2.4 Bidders shall provide such evidence of their continued eligibility criteria fulfillment in terms hereof to the Authority as the Authority shall reasonably request.
- 2.2.5 In computing the Technical Capacity of the Bidder under Clauses 2.2.2 (a), the Technical Capacity of their Associates would not be eligible. However, in computing the Financial Capacity of the

Bidder under clause 2.2.2 (b), the financial capacity of their respective Associate(s) would also be eligible hereunder for computation of the financial strength of the Bidder, provided however that the Bidder shall provide Board Resolution (as per format provided in Annexure XII) and Letter of undertaking (Annexure XIII) in respect thereof, from such Associate.

2.2.6 Any entity which has been barred by the Central/ State Government of West Bengal, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the Bid Due Date, would not be eligible to submit a Bid.

2.2.7 A Bidder or an Associate thereof should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by Bidder or Associate it

### **2.3 Number of Bids**

A Bidder is eligible to submit only one Bid. In case the aforesaid is not conformed to, the Authority shall reject all the Bids of which the defaulting Bidder is a party.

### **2.4 Bid and other costs**

The Bidders shall be responsible for all costs associated with the preparation of their Bids and their participation in the Bid. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

### **2.5 Site visit and verification of information**

Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.5.1 It shall be deemed that by submitting the Bid, the Bidder has:

- a. made visit to the Project Site and has ascertained the site conditions, locations, climate, availability of infrastructure and other applicable laws and regulations of the state
- b. made a complete and careful examination of the Bid document including draft Authorization Agreement;
- c. received all relevant information requested from WBHIDCO;
- d. accepted the risk of inadequacy, error or mistake in the information provided in the Bid document or furnished by or on behalf of WBHIDCO relating to any of the matters

referred to in Clause 2.5 above; and

- e. Satisfied itself about all matters, things and information including matters referred to in Clause 2.5 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under.
- f. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Authorisation Agreement by the Lessee.
- g. acknowledged that it does not have a Conflict of Interest; and
- h. agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.2 WBHIDCO 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 the Bid document or the Bidding Process, including any error or mistake therein or in any information or data given by WBHIDCO.

2.5.3 The Bidder shall also submit an affidavit acknowledging Clause 2.5.1 & 2.5.2.

## **2.6 Implementation Structure and Change in Ownership**

2.6.2 By submitting the Bid, the Bidder shall be deemed to have acknowledged and agreed that in the event of a change in control of the Associate(s) whose Technical Capacity and/ or Financial Capacity shall be taken into consideration for the purposes of Qualification under and in accordance with this RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Preferred Bidder, as the case may be. In the event such change in control occurs after signing of the Authorisation Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Authorisation Agreement, be deemed to be a breach of the Authorisation Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Lessee. In such an event, notwithstanding anything to the contrary contained in the Authorisation Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Authorisation Agreement or otherwise.

**B. DOCUMENTS****2.6 Contents of the RFP**

This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.8.

**Invitation for Proposal**

	Request for Proposal
<b>SECTION: 1</b>	Introduction
<b>SECTION: 2</b>	Instructions To Bidders
<b>SECTION: 3</b>	Criteria for Evaluation of Bids
<b>SECTION: 4</b>	Fraud And Corrupt Practices
<b>SECTION: 5</b>	Pre-Bid Conference
<b>SECTION: 6</b>	Miscellaneous
<b>Annexure</b>	
<b>Annexure I</b>	Letter Comprising the Bid
<b>Annexure II</b>	Checklist
<b>Annexure III</b>	Details of Bidder
<b>Annexure IV</b>	Technical Capacity of Bidder
<b>Annexure V</b>	Financial Capacity of the Bidder
<b>Annexure VI</b>	Statement of Legal Capacity
<b>Annexure VII</b>	Power of Attorney for signing of Bid
<b>Annexure VIII</b>	Litigation History
<b>Annexure IX</b>	Site Map
<b>Annexure X</b>	Master Plan for the Eco Park
<b>Annexure XI</b>	Development Guidelines
<b>Annexure XII</b>	Board Resolution
<b>Annexure XIII</b>	Letter of undertaking
<b>Annexure XIV</b>	Format for Financial Bid



## **2.7 Clarifications**

- 2.7.1 Bidders requiring any clarification on the RFP may notify WBHIDCO in writing or by fax or e-mail in accordance with Clause 1.2.8. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. WBHIDCO shall endeavor to respond to the queries within the period specified therein, but no later than 5 (five) days prior to the Bid Due Date. The responses will be posted on the web sites mentioned in the bid document..
- 2.7.2 WBHIDCO shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, WBHIDCO reserves the right to not respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring WBHIDCO to respond to any question or to provide any clarification. WBHIDCO shall not take any responsibility for postal or any other delay in response.
- 2.7.3 WBHIDCO may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by WBHIDCO shall be deemed to be part of the RFP. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on WBHIDCO.

## **2.8 Amendment of RFP**

- 2.8.1 At any time prior to the deadline for submission of RFP, Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.8.2 Bidders are requested to visit the website mentioned herein to ensure that any amendment/addendum announced by WBHIDCO is taken into account prior to submission of Price Bid. Submission of Price Bid by the Bidder shall amount to the Bidder accepting all the terms & conditions as mentioned in the Bid Document as well as the Addendum, Amendment, etc.
- 2.8.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, Authority may, at its own discretion, extend the Bid Due Date

## **2.9 Right to accept and to reject any or all Bids**

- 2.9.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

- 2.9.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
- (a) At any time, a material misrepresentation is made or uncovered, or
  - (b) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Preferred Bidder gets disqualified / rejected, then the Authority reserves the right to:
    - (i) Invite the remaining Bidders to submit Bids; or
    - ii) Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- 2.9.3 In case it is found during the evaluation or at any time before signing of the Authorisation Agreement or after its execution and during the period of subsistence thereof, including the Authorisation thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Preferred Bidder or the Preferred Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Lessee either by issue of the Letter of Intent (referred as “LOI”) or entering into of the Authorisation Agreement, and if the Bidder has already been issued the LOI or has entered into the Authorisation Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Preferred Bidder, without the Authority being liable in any manner whatsoever to the Preferred Bidder or Lessee, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.
- 2.9.4 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

## C. PREPARATION AND SUBMISSION OF BID

### 2.10 Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

### 2.11 Documents comprising the Bid

2.11.1 The bids shall be submitted in two envelopes which comprise the following documents:-

A. **Envelope-I - Technical Bid:** The Bidder shall submit the Technical Bid in the formats specified herein. The Technical Bid shall comprise the following:

- i) Letter Comprising the Bid in the format at Annexure I.
- ii) Checklist in the format at Annexure II
- iii) Details of the Bidder in the form and manner as described in Annexure III
- iv) Technical Capacity of the Bidder in the form and manner as described in Annexure IV
- v) Financial Capacity of the Bidder in the form and manner as described in Annexure V
- vi) Statement of Legal Capacity of the Bidder in the format at Annexure VI
- vii) Power of Attorney authorizing the signatory of bid to commit the Bidder in accordance with Sub-Clause 2.1.6 and in the format as specified in Annexure VII
- viii) Litigation History as per requirement in Annexure VIII
- ix) Bid Security for an amount as specified herein.
- x) Demand draft towards the cost of RFP document
- xi) Other material/information required to be submitted are:
  - a. copies of Bidder's duly audited balance sheet and profit and loss account for the last three financial years.
  - b. Affidavit acknowledging the requirements set out in Clauses 2.5.1 & 2.5.2, hereof.

- c. A copy of the Authorisation Agreement with each page duly signed by the authorised signatory of the Bidder.
- xii) Signed copies of the entire Bid Documents including Addendum, if any;

**B. Envelope-II Financial/Price Bid:** The Bidder shall submit the Financial/Price Bid in the format specified at Annexure-XIV.

**Each part shall be separately sealed and marked in accordance with the sealing and marking instruction in Clause 2.18.**

2.11.2 The Bidder shall prepare and submit two copies of the Technical Bid one original & one duplicate and one copy of the Financial Bid.

2.11.3 The queries and completed RFP must be submitted to:

**West Bengal Housing and Infrastructure Development Corporation Ltd**  
**HIDCO Bhavan,**  
**35-1111, M.A.R.**  
**Kolkata – 700156**  
Telephone No. (033) 2324-6037 / 38, Fax: (033) 2324-3016  
e-mail: housing@cal2.vsnl.net.in / wbhidcoltd@gmail.com

2.11.3 (A) Queries can also be submitted to :

**Bengal Urban Infrastructure Development Ltd**  
Constantia, 3<sup>rd</sup> Floor  
11, U. N. Brahmachari Street.  
Kolkata-700017,  
Telephone No. (33) 22807358-63  
Fax: (033) 2283 5002/3  
Email: chandana.roychowdhury@ilfsindia.com

## 2.12. Financial Bid / Price Bid

- 2.12.1 The Bidder shall quote in its Financial Bid in terms hereof the upfront Lease Premium payable to the Authority.
- 2.12.2 In addition to the same, the Lessee shall, in accordance with the provisions of the Authorisation Agreement, pay to the Authority an annual lease rent every financial year in advance. (“**Annual Lease Rental**”). The Annual Lease Rental for the first year of the lease agreement shall be equivalent to an amount which is equal 10% of the Lease Premium quoted by the Preferred Bidder in its Price Bid Subject to clause 2.12.6 hereof, the Annual Lease rental, in the subsequent years, during the term of the Lease Agreement shall be escalated at the rate of 5% per annum, **over the last Annual Lease Rental**.
- 2.12.3 The Annual Lease Rental payable by the Lessee shall be exclusive of applicable service tax and other similar levies, which shall be payable over and above the Annual Lease Rental by the Lessee.
- 2.12.4 The First Annual Lease Rental shall be paid on the expiry of one year from the date of signing of the Authorization Agreement

## 2.13 Currencies of Bid and Payment

- 2.13.1 The Bidder shall quote the Lease Premium in its Financial Bid in Indian Rupees
- 2.13.2 All payments to be made by the Preferred Bidder in terms hereof shall be made by the Preferred Bidder in Indian Rupees.

## 2.14. Bid Validity

- 2.14.1 Bids shall remain valid for a period of 120 days (one hundred twenty days) after the Bid Due Date (herein the “**Bid Validity Period**”) specified in Clause 2.19. A Bid having lesser validity period than the prescribed Bid Validity Period shall be summarily rejected by the Authority as non-responsive.
- 2.14.2 Prior to expiry of the Bid Validity Period, the Authority may request the Bidders to extend the Bid Validity Period for a specified additional period. The request and the responses thereto shall be made in writing or by fax. A Bidder may refuse such request for extension of Bid Validity Period without being liable for forfeiture of its Bid Security. A Bidder agreeing to the request will not be required or permitted to modify its bid but will be required to extend the validity of its Bid Security for the period of the extended bid validity period, in compliance with Clause 2.15 in all respects.

**2.15. Bid Security**

- 2.15.1 The Bidder shall furnish, as part of its Bid, a Bid Security equivalent to an amount of Rs 10 Lakhs (Rupees Ten Lakhs only) by way of a demand draft payable in favour of West Bengal Housing Infrastructure Development Corporation payable at Kolkata issued by a Scheduled Commercial Bank (herein referred to as “**Bid Security**”). For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- 2.15.2 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 2.15.3 The Bid Security of unsuccessful Bidders will be returned as promptly as possible without any interest, on acceptance of the Bid of the Preferred Bidder or when the Bidding process is cancelled by the Authority, and in any case within 180 (one hundred and eighty) days from the Bid Due Date.
- 2.15.4 The Bid Security of the Preferred Bidder will be returned upon the Lessee executing the Authorisation Agreement and furnishing the required Performance Security in accordance with the provisions hereof and the LOI.
- 2.15.5 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Authorisation Agreement, or otherwise, under the following conditions:
- a) If a Bidder submits a non-responsive Bid;
  - b) If the Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
  - c) If the Bidder submits a conditional Bid
  - d) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
  - e) If the Bidder does not accept the correction of errors in its Bid, pursuant to Clause 2.26 hereof;
  - f) In the case of the Preferred Bidder, if the Bidder fails within the specified time limit
    - i) To sign and return the duplicate copy of LOI;
    - ii) To furnish the required Performance Security within the period prescribed there for in the LOI;

- iii) Sign the Authorisation Agreement;
  - g) any other conditions, with respect to the Bidder as well as the Preferred Bidder, for which forfeiture of Bid Security has been provided under this RFP.
- 2.16.** The Bidder is requested to go through the bid document carefully to ensure compliance of all requirements

**2.17. Format and Signing of Bid**

- 2.17.1 The Bidder shall prepare two copies of the documents (one in original and one duplicate) comprising the Technical Bid as described in Clause 2.11 of Instructions to Bidders. The original and the copy of the Technical Bid shall be placed in separate sealed envelopes duly marked as ‘Original’ and ‘Copy’, respectively.
- 2.17.2 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to sub clause 2.1.6.
- 2.17.3 The Bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Authority, or as necessary to correct errors made by the Bidder, in which case all such corrections shall be initialed by the person or persons authorized to sign the Bid.

**D. Submission of Bids**

**2.18. Sealing and Marking of Bids**

- 2.18.1 The Bidder shall submit the Bid in two envelopes as below:

Envelope I: Technical Bid (containing the original and a copy of the Technical Bid, in separate sealed envelopes)

Envelope II: Financial Bid

The Technical & Financial Bid shall be sealed in separate envelopes (Envelopes I &II) and the sealed Technical & Financial Bid envelopes (Envelopes I &II) shall be put in an outer envelope and sealed. The envelopes shall be respectively marked as follows:-

**Outer Envelope:**

“Design, Build, and Operation of the New Town Eco-Resort at the New Town Eco Park, Kolkata”

**Envelope- I Technical Bid:** “Technical Bid for Design, Build, and Operation of the New Town Eco-Resort at the New Town Eco Park, Kolkata”

. The Envelope I marked as ‘Technical Bid’ shall contain the following:

- i) Documents listed in Clause 2.11.1 A in Original and Copy, in separate sealed envelopes.

**Envelope- II Financial Bid:**

The Bidder shall submit its Financial Bid in the format specified at Annexure-XIV, and seal it in Envelope II and mark it as “Financial Bid for “Design, Build, and Operation of the New Town Eco-Resort at the New Town Eco Park, Kolkata”.”

The two inner envelopes (Envelopes I &II) marked as ‘Technical Bid’ and Financial Bid’ shall be enclosed in an outer envelope and sealed.

2.18.2 The inner and outer envelopes shall

- a) Be addressed to the Authority at the address mentioned in sub clause 2.11.3 :
- b) Bear the following identification:  
Technical and Financial Bid, as the case may be, for “Design, Build, and Operation of the New Town Eco-Resort at the New Town Eco Park, Kolkata”
- c) Indicate the name and address of the Bidder.

2.18.3 If the outer envelope is not sealed and marked as above, the Authority will assume no responsibility for the misplacement or premature opening of the Bid.

**2.19. Deadline for Submission of Bids (Bid Due Date)**

2.19.1 Bids must be received by the Authority at the address as mentioned in clause 2.11.3 on or before date mentioned in Clause 1.3 upto 16.00 hrs (IST). A Tender Box shall be provided for dropping of the Bid Documents for the purpose;

2.19.2 The Authority may, at his discretion, extend the Bid Due Date by issuing an addendum in respect thereof.

2.19.3 In the event of specified date of Bid Due Date being declared a holiday for WBHIDCO, the deadline for submission of Bid shall be the next working day.

2.21.3 Any alteration/ modification in the Bid or additional information supplied subsequently unless the same has been expressly sought for by the Authority, shall be disregarded.

**E. Bid Opening and Evaluation**

**2.22 Opening of Technical Bid**

2.22.1 The Authority will open the outer envelope of all the Bids received (except those received late) containing the sealed Technical Bid and the sealed Financial Bid and announce the names of (i) Bidders, and (ii) Bidders who have given notice for withdrawal of their Bids in the presence of Bidders or their representatives who choose to attend on the date and time mentioned in the RFP.



In the event of specified date of Bid opening being declared as a holiday for the Authority, the Technical Bid will be opened at the appointed time and location on the next working day.

- 2.22.2 Bids for which acceptable notice of withdrawal has been submitted pursuant to Clause 2.21 shall not be opened and shall be returned.
- 2.22.3 Envelopes marked Technical Bid of the Bidders shall then be opened. Bidder's names, the presence/or absence of Bid Security, the amount and validity of Bid Security furnished with each Bid and such other details, as the Authority may consider appropriate will be announced by the Authority at the opening.
- 2.22.4 The Bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.

The sealed envelope containing the Financial Bid shall not be opened at this stage.

### **2.23 Examination of Technical Bid and Determination of Responsiveness**

- 2.23.1 Prior to evaluation of Technical Bids, the Authority will determine whether the Bid is accompanied by the required Bid Security.
- 2.23.2 If the Bid Security does not conform to as the guidelines specified in this RFP document (Volume D) shall be rejected by the Authority as non -responsive.

A Technical Bid shall be considered responsive only if:

- (a) it is received as per formats prescribed herein.
- (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.15.2;
- (c) it is signed, sealed and marked as stipulated in Clauses 2.17 and 2.18;
- (d) it contains all the documents listed in Clause 2.11.1 in the formats prescribed in this RFP;
- (f) it contains all the information and documents (complete in all respects) as requested in this RFP;
- (g) it does not contain any condition or qualification; and
- (h) it is not non-responsive in terms hereof.

The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

- 2.23.3 The Technical Bids determined to be responsive in terms of 2.23.3 hereinabove, shall subsequently be evaluated to determine their qualification in terms of the Qualification Criteria detailed in Clause 2.2.2 hereof.
- 2.23.4 Bidders who meet the Qualification Criteria specified in Clause 2.2.2 hereof shall qualify for evaluation of their Financial Bids. Bids of Bidders who do not meet the Qualification Criteria as per Clause 2.2.2 shall be rejected and shall not be evaluated further.
- 2.23.5 The Authority shall inform, by fax, the Bidders, whose Technical Bid is found to be responsive and who are shortlisted based on Qualification Criteria (the “**Shortlisted Bidders**”), the date, time and place of opening of Financial Bid. In the event of the specified date being declared a holiday for the Authority, the Financial Bid will be opened at the appointed time and location on the next working day.
- 2.23.6** The Financial Bids of those Bidders whose Technical Bids are determined to be non-responsive or who do not meet the qualification criteria, will be returned unopened to the Bidders.

## **2.24 Opening of Financial Bids**

- 2.24.1 The Authority will open the envelope marked ‘Financial Bid’ of only those Bidders who’s Technical Bids have been determined to be responsive in accordance with Clause 2.23 and determined to fulfill the Qualification Criteria as detailed out in clause 2.2, in presence of the Bidders or their representatives who choose to attend on the date intimated to such Bidders.
- 2.24.2 The attendance of the short listed Bidders are requested.
- 2.24.3 The Bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.

## **2.25. Examination of Financial Bids and Determination of Responsiveness of Financial Bid**

- 2.25.1 Prior to the evaluation of Financial Bids of the Shortlisted Bidders, WBHIDCO will determine the responsiveness of each Financial Bid to the terms of the Bidding Documents.
- 2.25.2 A responsive Financial Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents, is submitted in the prescribed format and is signed and sealed as prescribed and confirms to the requirements set forth in respect of the Reserve Price.
- 2.25.3 If the Financial Bid of any Shortlisted Bidder is not responsive in terms hereof, the Bid of such Bidder shall be rejected by WBHIDCO and the Bidder shall not subsequently be allowed to make its Bid responsive by correction or withdrawal of the non-conforming deviation or reservation.

**2.26. Correction of Errors**

2.26.1 Financial Bids determined to be responsive will be checked by WBHIDCO for any arithmetic errors. Arithmetic errors will be rectified on the following basis:-

- i) Where there is a discrepancy between the Upfront Lease Premium amount quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy

2.26.2 The amount stated in the Financial Bid will be adjusted by WBHIDCO in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount of Bid, his Bid will be rejected, and his Bid Security shall be liable for forfeiture in accordance with Clause 2.15.

**2.27. Evaluation of Financial Bids and Selection of Bidder**

2.27.1 Authority will evaluate and compare only those Financial Bids which are determined to be responsive in accordance with Clause 2.25.

2.27.2 Subject to the provisions of Clause 2.9.1, the Shortlisted Bidder whose Financial Bid is adjudged responsive in terms of Clause 2.25, and who quotes the highest Upfront Lease Premium offered to Authority (H1), in the assessment based on the evaluation of Financial Bid shall be declared as the preferred Bidder (the “**Preferred Bidder**”); In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder

2.27.3 In the event that two or more Bidders quote the same amount of Upfront Lease Premium (the “**Tie Bidders**”), the Authority shall identify the Preferred Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

**2.28 Clarification of Bids**

2.28.1 To assist in the examination, evaluation and comparison of Bids, WBHIDCO may, at its discretion, seek clarifications in writing from any Bidder regarding its Bid, ask any Bidder for authenticating the correctness of the information/details furnished by him in his Bid. Provided, that no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by WBHIDCO in the evaluation of the Bids in accordance with Clause 2.26.

2.28.2 Subject to Sub Clause 2.28.1, no Bidders shall contact WBHIDCO on any matter relating to his Bid from the time of Bid opening to the time contract is awarded.

2.28.3 Any effort by the Bidder to influence WBHIDCO in the WBHIDCO’s Bid evaluation, Bid comparison or contract award decisions may result in the rejection of his Bid.

**2.29. Process to be Confidential**

2.29.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will 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 is 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.

**F. Award of Contract****2.30. Award Criteria**

2.30.1 The Bidder quoting the highest One Time Lease Premium would be considered as the Preferred Bidder/Highest Bidder subject to the terms and conditions mentioned herein;

**2.31. Authority's Right to Accept any Bid and Reject any or all Bids**

2.31.1 Notwithstanding anything contained in Clause 2.30 above, WBHIDCO reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the WBHIDCO 's action.

**2.32. Letter of Intent**

2.32.1 After selection, a Letter of Intent (the “LOI”) shall be issued, in duplicate, by the Authority to the Preferred Bidder and the Preferred Bidder shall, within 7 (seven) days of the receipt of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof. In the event the duplicate copy of the LOI duly signed by the Preferred Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as loss and damage suffered by the Authority on account of failure of the Preferred Bidder to acknowledge the LOI, and the Authority may initiate the bidding process again for the other Qualified Bidders or may annul the bidding process and take steps to start a fresh bidding process.

2.32.2 After acknowledgement of the LOI as aforesaid by the Preferred Bidder, it shall comply with the prerequisites to the signing of the Authorisation Agreement as set forth in the LOI and as detailed in detailed in Clauses 2.32.3 to 2.32.5 herein below and shall subsequently execute the

Authorisation Agreement within the period as prescribed in the LoI. The Preferred Bidder shall not be entitled to seek any deviation, modification or amendment in the Authorisation Agreement.

### **2.33. Not Used**

### **2.34. Performance Security**

2.34.1 Within 15 (fifteen) days of the date of receipt of the LoI or before signing of Authorisation Agreement, whichever is earlier, the Preferred Bidder shall furnish to the Authority, a Performance Security equivalent to 10% of the Upfront Lease Premium quoted by the Preferred Bidder in its Financial Bid, in the form of a bank guarantee drawn on any Scheduled Commercial bank, in favor of West Bengal Housing Infrastructure Development Limited.

2.34.2 The Performance Security shall be maintained by the Preferred Bidder/ Lessee for such time period and for such amounts as set forth in the Authorisation Agreement.

2.34.3 Failure of the Preferred Bidder to comply with the requirement of Clause 2.33 and 2.35 shall entitle the Authority to cancel the LoI and forfeit the Bid Security of the Preferred Bidder.

### **2.35. Signing of Agreement**

2.35.1 Preferred Bidder shall execute the Authorisation Agreement within the period as prescribed in the LoI. The furnishing of Performance Security, in terms hereof and as to be enumerated in the LoI, shall be a condition precedent for to execution of the Authorisation Agreement.

2.35.2 Within 28 (twenty eight) days of the date of signing the Authorisation Agreement, the Preferred Bidder shall, if required by the Authority, procure the registration of the Authorisation Agreement, after having the required amount of stamp duty and return the same duly signed and executed on behalf of the Preferred Bidder to the Authority.

### 3. Images of Project Site





#### **SECTION 4. FRAUD AND CORRUPT PRACTICES**

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOI and during the subsistence of the Authorisation Agreement. Notwithstanding anything to the contrary contained herein, or in the LOI or the Authorisation Agreement, the Authority may reject a Bid, withdraw the LOI, or terminate the Authorisation Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Lessee, as the case may be, if it determines that the Bidder or Lessee, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Authorisation Agreement, or otherwise.
- 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 LOI or the Authorisation Agreement, or otherwise if a Bidder or Lessee 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 Bidding Process, or after the issue of the LOI or the execution of the Authorisation Agreement, such Bidder or Lessee 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 Lessee 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 practices, as the case may be..
- 4.3 For the purposes of this Section 4, 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 actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of WBHIDCO who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOI or has dealt with matters concerning the Lease Agreement or arising there from, 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 WBHIDCO, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);



or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Authorisation Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI or the Authorisation Agreement, who at any time has been or is a legal, financial or technical adviser of WBHIDCO in relation to any matter concerning the Project;

- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by WBHIDCO with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding 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 Bidding Process or abstaining itself or any person from bidding as would have the effect of eliminating competition or a competitor..

**SECTION 5. PRE-BID CONFERENCE**

- 5.1 The official representatives of the Bidders are invited to attend a Pre-Bid meeting which will take place in the office of WBHIDCO, New Town at 15.00 Hours as per the date mentioned in Clause 1.3. A maximum of two representatives of each Bidder shall be allowed to participate on production of 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 WBHIDCO. WBHIDCO shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

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**SECTION 6. MISCELLANEOUS**

- 6.1 The Bidding 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 Bidding Process.
- 6.2 WBHIDCO, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding 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) pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
  - (d) retain any information and/ or evidence submitted to WBHIDCO by, on behalf of, and/ or in relation to any Bidder; and/ or
  - (e) 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 Bid, the Bidder agrees and releases WBHIDCO, its employees, agents and advisers, 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 Words and Phrases not defined in this RFP shall have the meaning as prescribed thereto in the Authorisation Agreement.

**Annexure I: Letter Comprising the Bid**

Ref.

Date:

West Bengal Housing & Infrastructure Development Corpn Ltd  
HIDCO Bhavan,  
35-1111, Major .Arterial .Road  
New Town.  
Kolkata – 700156

Dear Sir,

Being duly authorized to represent and act on behalf of \_\_\_\_\_ (hereinafter referred as the "**Bidder**"), and having reviewed and fully understood all of the qualification requirements and information provided, the undersigned hereby expresses its interest and apply for qualification and bidding for undertaking “Design, Build, and Operation of the New Town Eco-Resort at the New Town Eco Park, Kolkata” (**Project**).

We are enclosing our Bid, in conformity with the terms of the RFP, and furnishing the details as per the requirements of the Bid Document, for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Bid is complete, true and correct in every detail.

We confirm that the application is valid for a period of 120 days from the due date of submission of application and is unconditional.

We hereby also confirm the following:

1. The Bid is being submitted by M/s \_\_\_\_\_[...] (*name of the Bidder*-, in accordance with the conditions stipulated in the RFP.
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by WBHIDCO (hereinafter referred as the “**Authority**”) and in any subsequent communication sent by Authority.
3. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from Authority)

4. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
5. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare and submit this Bid for undertaking the Project, in the event that we are selected as the Preferred Bidder.
6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitration tribunal or a judicial authority or judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
  - a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
  - b. I/ We do not have any conflict of interest in accordance with the RFP document; and
  - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for Bid issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
8. I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
9. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders
10. I further certify that in regard to matters relating to security and integrity of the country, we, have not been convicted by any Court of Law or indicted or adverse orders passed by the regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of community.
11. I further certify that in regards to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by the Court of Law.
12. I further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.

13. I hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidders, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
14. In the event of me being declared as the Preferred Bidder, I agree enter into a Authorisation Agreement with the Authority in accordance with the draft that has been provided to me prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
15. I have studied all the Bidding Documents carefully and also surveyed the project details. We understand that except to the extent as expressly set forth in the Authorisation Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Authorization.
16. The Upfront License Premium has been quoted by me/ after taking into consideration all the terms and conditions stated in the RFP, Authorisation Agreement, our own estimates of costs and after a careful assessment of the identified locations of the proposed project, development guidelines, goals and objectives of the project and all the conditions that may affect the Bid.
17. I agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project /Lease is not awarded to me or our Bid is not opened or rejected
18. I agree and undertake to abide by all the terms and conditions of the RFP document which inter alia includes payment of Project Development Expenses and Project Development Fees (Success Fee) and furnishing of the Performance Security to the Authority in the manner provided in respect thereof in the RFP.
19. We confirm that all the terms and conditions of the Bid are firm and valid for acceptance for a period of 120 days from the Bid Due Date.
20. I agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I submit this Bid under and in accordance with the terms of the RFP document.

Thanking You,

Yours Sincerely,

**For and on behalf of** : (name of the Bidder and the Company Seal)

**Signature** : (Authorised Representative & Signatory)

**Name of the Person** :

**Designation** :

**.Annexure II: Checklist of Submissions**

SI No	Enclosures to the Technical & Price Bid	Status (Submitted/Not Submitted)	Comments, if any
1	Covering Letter		
2	Details of Bidder		
3	Technical Capacity (Experience) of the bidder		
4	Turnover & Net worth (Financial Capacity) of the bidder		
5	Statement of Legal Capacity		
6	Power of Attorney for signing of Bid		
7	Bid Security		
8	Information regarding litigation, debarment, arbitration, etc.		
9	Bid document along with addendum duly signed by Authorised signatory and stamped.		
10	Income Tax Return for the last three years		
11	VAT Registration Certificate		
12	Pan Card		
13	VAT/Sales Tax Clearance		
14	In case financial strength is being used of the Associates than Board Resolution and Letter of Undertaking		
15	Price Bid Letter and submissions in line with the RFP requirements		



**Annexure III: Details of Bidder**

1.
  - (a) Name:
  - (b) Country of incorporation:
  - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
  - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Bidder including details of its main lines of business:
3. Details of individual(s) who will serve as the point of contact/ communication for WBHIDCO:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) Fax Number:
5. A statement by the Bidder disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past are given below (Attach extra sheets, if necessary):

**Annexure IV: Experience (Technical Capacity) of Bidder**

(Refer Clause 2.2.2)

**A. Details of work pertaining to Eligible Projects executed by the Developer/ Contractor**

Name of the Hotel	Number of Rooms	Category of Hotel*	Year of Construction	Bidder is doing Operation Since

\* Category of Hotel: General/ one star/ two star/ three star/ four star/ five star and above

**B. The Bidder has to provide certificate from the respective authority for each of the project mentioned in the above table covering the following information****Name of Bidder**

Item	Particulars of the Project
Details of the Hotels	
Owned By	
Affiliation of Hotel, if any (ITDC/ State Tourism etc)	
Year of Construction	
Location	
Number of Employees	
Facilities Available	
Whether run by Bidders independently or jointly with some other company	
In case of joint operation, shareholding of the Bidder in the JV/ Company	

**C. The Bidder has to provide following certificates to prove their Qualification Statement:**

- a. *Statutory Auditor Confirming that the Bidder is engaged in operation of the said hotel (for which the experience is being shown by the Bidder) of ---rooms for the last ... years. Statutory Auditor to also confirm the shareholding of the Bidder in the entity operating the hotel*
- b. *Copy of Certificate of Classification issued by Department of Tourism*
- c. Certificate / license from Concerned Municipality / Corporation to show that the establishment (*for which the experience is being shown by the Bidder*) is registered as a hotel,  
or
- d. Certificate / licence from concerned police Department authorizing the running of a hotel.  
or
- e. Clearance Certificate from Municipal Health Officer / Sanitary Inspector giving clearance to establishment from sanitary /hygienic point of view.  
or
- f. No Objection Certificate with respect to fire fighting arrangements from the Fire Service Department (Local Fire Brigade Authorities)

**AND**

Certificate confirming that the hotel operated by the bidder is of Five Star Category

**Annexure V: Financial Capacity of the Bidder**

(Refer Clause 2.2.2 (b))

**(In Rs. crore)**

S. No.	Applicant Type	Networth (Rs. In Crore)
1.	Single Entity Applicant	2011-12
<p style="text-align: center;"><b>Certificate from the Statutory Auditor</b></p> <p>This is to certify that .....(name of the Applicant) has a Net Worth and Annual turnover as shown above.</p> <p>Name of Authorized Signatory:</p> <p>Designation:</p> <p>Name of firm:</p> <p style="text-align: right;">(Signature of the Authorized Signatory)</p> <p style="text-align: right;">Seal of the Firm</p>		

*Note: In case the Audited Accounts is not available for 2011-12, the bidder can provide networth of 2010-11 and turnover of 2010-11, 2009-10 & 2008-09 and submit the audited statement for 2010-11, 2009-10 & 2008-09*

**Instructions:**

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:
  - a) reflect the financial situation of the Bidder and its Associates where the Bidder is relying on its Associate's financials;
  - b) be audited by a statutory auditor;
  - c) be complete, including all notes to the financial statements; and
  - d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

**Annexure VI: Statement of Legal Capacity**

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref.

Date:

**West Bengal Housing & Infrastructure Development Corpn Ltd**

**HIDCO Bhavan,**

**35-1111, Major .Arterial .Road**

**New Town.**

**Kolkata – 700156**

Sub: **Bid for** “Design, Build, and Operation of the New Town Eco-Resort at the New Town Eco Park, Kolkata”

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP document.

We have agreed that \_\_\_\_\_ (insert individual’s name) will act as our representative and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

For and on behalf of

Authorized signatory

**Annexure VII: Power of Attorney for signing of Application***(Refer Clause 2.1.6)*

Know all men by these presents, We \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), \_\_\_\_\_ son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is [presently employed with us and holding the position of \_\_\_\_\_], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the \*\*\*\*\* Project[s] proposed or being developed by the \*\*\*\*\* (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to WBHIDCO, representing us in all matters before WBHIDCO, signing and execution of all contracts including the Authorisation Agreement and undertakings consequent to acceptance of our bid, and generally dealing with WBHIDCO in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Authorisation Agreement with WBHIDCO.

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

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

For -----

(Signature)

(Name, Title and Address)

Witnesses:

1 1. [Notarized]

2 Accepted

(Signature)

(Name, Title 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.*
- ✚ *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- ✚ *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*

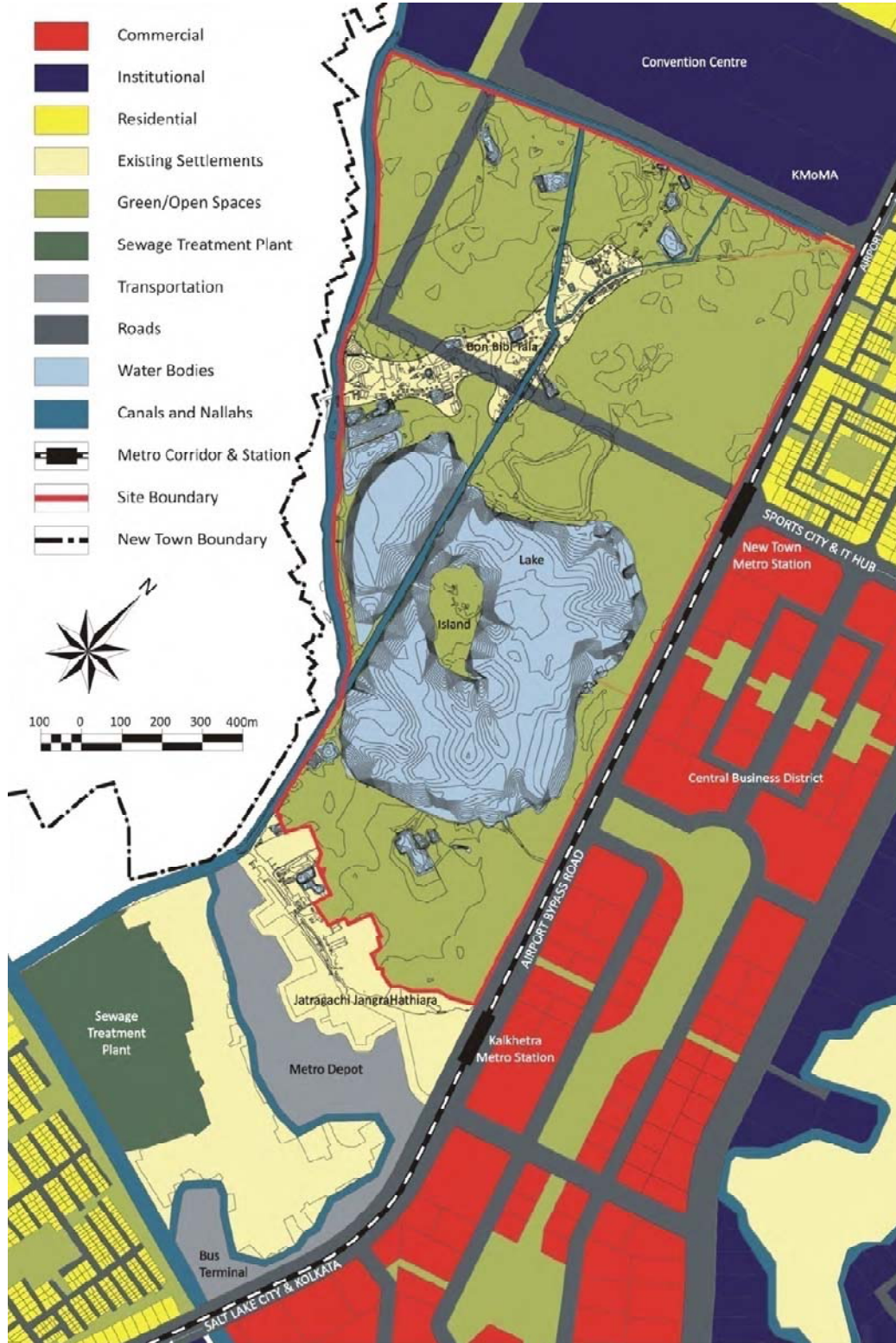
**ANNEXURE VIII : Litigation History**

**Refer Clause 2.2.3**

(To be provided by the Bidder)



**Annexure IX: Site Map**



**Annexure X: Master Plan for Eco Park**



## Annexure XI: Development Guidelines

### 1.1. Guidelines for the Proposed Eco Resort

- 2) **Integrated Development:** Proposed Eco Resort should be developed as an integrated development by using eco friendly construction materials and energy efficient structures. Use of Green Building technology is encouraged. Efficient infrastructure should be planned which takes care of comfortable staying of high end guests concurrently without compromising on the environment friendly and cost effectiveness. Zero Discharge norms should be promoted to reduce dependency on Municipal services.
- 3) **Buffer Zone:** In order to protect and for the purpose of providing transition from Eco Park to the resort area a buffer zone of 3m (within mandatory set back space as per Bye Laws) should be provided. Buffer zone is also introduced to separate activities that have negative effects on sensitive Eco Park areas and mitigate them. This zone should be fully landscaped using plants indigenous to the region. The use of dense planting is to be encouraged to shield the site from negative features like Vehicular noise on the Major Arterial Road, View of high rise sky line etc.
- 4) **Category of Hotels:** Within the designated resort area, facilities and amenities of atleast 3 Star and above category hotels are allowed to be developed.
- 5) **Carrying Capacity:** **The Plan should be done with a manner where FAR should not exceed 0.25.** Though this coverage will exclude all hard paving surfaces, it is suggested to restrict the hard paving area to the extent possible.
- 6) **The Height of Buildings:** No development would be allowed in the designated area of the site mandatory setbacks. Uninterrupted views should be allowed and all structures facing the Eco park should be restricted to one floor. In some cases, with two storied (G+1) buildings maybe allowed. Care should be taken in the design of the individual building blocks so that natural air and ventilation of the site is not blocked. The use of flat roofs is discouraged as they are usually unsympathetic with the vernacular architectural styles prevalent in the region. The use of non glare forming eco friendly roofing tiles of a suitable colour is also recommended.
- 7) **Materials and Colors of the Structures:** It is encouraged to use materials easily available in the region for construction of various structures showcasing vernacular construction skills and use

of local expertise in construction and craftsmanship. Non contextual use of steel, metal and structural glazing is discouraged. The use of natural earthy materials harmonious to the region and portraying spirit of Bengal is recommended. The design of the buildings should be earthquake resistant.

- 8) Interior: All proposed buildings should incorporate local architectural elements. Whenever, possible traditional patterns, designs and motifs should be incorporated in interior design. This does not exclude the use of modern design and decor that does not clash with traditional ethnic styles with preferred use of local material.
- 9) Activities: Ethnic food court, cottages and suites interpreting the cultural heritage and traditional way of living of Bengal should be provided. Recreation activities within the resort like gyms, spas, traditional sports and games of Bengal etc should be encouraged.
- 10) The emphasis should be on eco activities and non noise generating activities, as any type of noise will eventually destroy the peace, tranquility and the very essence of the purpose of eco resort.
- 11) Urban Design and Signage: All components of the Resorts should be planned in a particular theme that is reciprocating in nature. No structure should present non contextual view and create confusion in the mind of visitors. Architectural and socio cultural heritage of the Kolkata in particular and Bengal in general may be used as cross cutting theme for the development.
- 12) Proper signage to be used which is in accord with the overall development and self guiding to a first timer to the resort.
- 13) Local Building Regulations: All developments within and outside the site should strictly comply with the New Town Kolkata Building Rules 2009, subsequent amendments and corrigendum.
- 14) **Infrastructure**
  - a. **Water Supply:** The resort should have an adequate, safe and hygienic water supply at an internationally expected quality and quantity recommended for hotels in the 5 star categories. National Building Code (NBC) Guidelines should be followed for minimum water supply requirements. Bulk Piped water supply shall be arranged by the Competent Authority to be used for potable purpose. In no case ground water shall be used for any

purpose within the site except during the construction stage with due approval from the Competent Authority.

- b. **Internal Roads:** Use of Black top for internal roads should be avoided to the maximum extent. Thermal radiation from paved surfaces should be reduced through use of hedges on both sides of pathways. Canopy trees for parking spaces to provide shading and hedges to screen unwanted views. Paver blocks should be used for pathways.
- c. **Vehicular movement inside the resort area:** Battery operated and non motorized vehicles should be promoted for internal vehicular movement.
- d. **Power Supply:** The use of new and renewable energy source for power generation is encouraged. The developers are encouraged to use solar power for, hot water, corridor lighting, garden lighting and any other appropriate lighting. As there is an unobstructed steady breeze at site throughout the year, the use of wind generators may be explored. All power cables should be placed underground.
- e. **Tele communication:** As the site is well connected with public and private sector telecommunication providers, design of communication system within the resort should be state of the art. All rooms and common spaces should be accessible through internet facility through cable and Wifi system as applicable. All cables should be placed underground.
- f. **Air conditioning and HVAC:** Innovative Planning techniques should be used to create a pleasant habitable ambience within the resort area. Placing of building blocks allowing cross ventilation and shadow for comfortable outdoor experience should be encouraged. Use of water and vegetation should be used for passive cooling. Pre cooling and recycling of pre conditioned air are some of the methods which reduce energy consumption of AC plants.
- g. **Sewerage:** The integrated resort should have its own sewerage treatment system, where the waste water generated is treated and would be used for the washing purpose, air conditioning and landscaping etc. Residual effluent after treatment can be used as manure. The process should comply with the CPHEEO manuals and other relevant Guidelines of the State and Govt. of India.

- h. **Storm Water:** Where possible surface water should be collected, purified and recycled and reused for flushing and gardening etc. Rain water harvesting should be implemented to arrest discharge of storm water in to city drains.
  
- i. **Solid Waste disposal:** All waste generated at site shall be separated at source, recycled and bio degradable waste shall be composted and reused as manure for landscaping

**Annexure XII: Board Resolution of the Associate Company**  
**(In case the Bidder is using the Financial Strength of the Associate Company)**

**For an Entity as Bidder quoting on the financial strength of the Associate (Format for Board Resolution from the Associate)**

“**RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby granted to [Insert the name of the Bidder ], for submission of bid to Design, Build, and Operation of the New Town Eco-Resort at the New Town Eco Park, Kolkata whereby the Company undertakes to take up the investment required by the .....(Name of the Bidder), in case of failure of ..... (Name of the Bidder) to make such investment.

“**RESOLVED FURTHER THAT** Mr. ...., (Designation), of the (Name of associate Company), is hereby authorized to issue the letter of undertaking .....on behalf of the Company.”

**Notes:**

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary or any of the authorised Directors of the Company and the rubber stamp for the Company shall be affixed.
- 2) The contents of the format should be suitably re-worded indicating the identity of the entity passing the resolution i.e. the Bidding Company, each Member of the Bidding Consortium.

**Annexure XIII: Letter of Undertaking of the Associate Company**  
**(In case the Bidder is using the Financial Strength of the Associate Company)**

West Bengal Housing & Infrastructure Development Corpn Ltd  
 HIDCO Bhavan,  
 35-1111, M.A.R.  
 New Town  
 Kolkata – 700156

Sub: Bid for “Design, Build, and Operation of the New Town Eco-Resort at the  
 New Town Eco Park, Kolkata”

Dear Sir,

We certify that [Insert Name of the Associate] is the Associate of the [Bidding Company] as per the provisions of the bid document and that our ownership stake in the Bidding Company is..... %. Our Financials for the last three (3) years are indicated below

Parameter	Rs. in cores
Net Worth	

In view of the above, we hereby undertake to you and confirm that we will make the required investment in the Project Facility for Upgradation, in case the bidding company/ Bidder fail to make such investment required for the project

We have attached hereto certified true copy of the Board Resolution (Annexure XII) whereby the Board of Directors of our Company has approved issue of this Undertaking by the Company.

Signature of  
 Chief Executive Officer/Managing Director

Signature and Stamp of  
 Statutory Auditor

(Please also affix common seal of Associate)

Date;

**Note:**

- The above response sheet should be signed and certified as true by the Chief Executive Officer/Managing Director being full time Director and Statutory Auditor of the Associate**



**Annexure XIV: Price Bid (Financial Bid)**

**FINANCIAL/ PRICE BID LETTER & FORMAT FOR PRICE OFFER**

West Bengal Housing & Infrastructure Development Corpn Ltd  
HIDCO Bhaban,  
35-1111, M.A.R.  
Kolkata – 700156

**Sub: Financial Bid for “Design, Build, and Operation of the New Town Eco-Resort at the New Town Eco Park, Kolkata”**

**Dear Sir,**

As a part of the Bid for Design, Build, and Operation of the New Town Eco-Resort at the New Town Eco Park, Kolkata, we hereby make the following Financial Offer (Financial Bid) to West Bengal Housing Infrastructure Development Corporation Limited for a Lease Period of 30 years.

We quote Rupees \_\_\_\_\_ (in words) towards Upfront Lease Premium (*Bidder to quote Financial Bid subject to the minimum Reserve Price*).

We agree to pay the Annual Lease Rental as per the provision of the Bid Document.

We agree to bind by this offer if we are selected as the preferred bidder.

FOR AND ON BEHALF OF \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

DESIGNATION \_\_\_\_\_

COMPANY SEAL

COMPANY \_\_\_\_\_

DATE \_\_\_\_\_

