

Notice for RFP-2nd call

The Request for Proposal (RFP) is being circulated for Chartered Accountant firms the Expression of Interest submitted by whom against EOI Notice dated 21st August, 2017 has been accepted by the Selection Committee of WBIIDC.

List of the eligible CA firms are given below-

1. **U.S.Saha & Co**, 218, Kamalalaya Centre, 2nd floor, 156A Lenin Sarani, Kolkata-700013
2. **KGRS & Co**, Chatterjee International Centre, 14th Floor, Flat No- 13A, 33A , J.L.Nehru Road, Kolkata-700071.
3. **AMIT RAY & Co**, Flat 4U, 3rd Floor, E Block, S.D.Tower, Prafulla Kanan West, Kestopur, Kolkata-700101
4. **SUSHIL JEETPURIA & Co**, 5th Floor, Padma Palace, 86 ,Nehru Place, New Delhi -110019

The RFP document is enclosed.

Section 1 – Letter of Invitation

Memo No:Infra/Accounts/1M-4/17-
18/1261(4)

Date: _08___/_09___/2017

From:

The Chief Executive Officer,
West Bengal Industrial Infrastructure Development Corporation,
Plot No 10, Block DJ,
Sector II, Salt Lake,
Kolkata-700091,

To:

1. U.S. Saha & Co,
228, Kamalalaya Centre,
2nd Floor,
156 Lenin Sarani,
Kolkata-700013
2. KGRS & Co,
Chatterjee International Centre,
14th Floor, Flat No 13A,
33A, J.L. Nehru Road,
Kolkata -700071
3. Amit Ray & Co,
Flat 4U, 3rd Floor, E Block,
S.D.Tower, Prafulla Kanan West,
Kestopur,
Kolkata -700101
4. Sushil Jeetpuria & Co,
5th Floor, Padma Palace,
86, Nehru Place,
New Delhi-110019

1. The **West Bengal Industrial Infrastructure Development Corporation** invites proposals for ascertaining, recording and valuing all Assets and Liabilities of the corporation.
2. The Background Information and Terms of Reference for the Consulting services are provided in the Section 5 of the Request for Proposal (RFP)
3. This RFP is available to all eligible CA firms.
4. A firm will be selected under LCS method as described in this RFP, in accordance with the policies of the Govt. of West Bengal.
5. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Contract Document
 - Annexure I : Letter of authority to attend the meeting.
6. A Pre-proposal meeting has been scheduled for **15th of September 2017** at the office of

the undersigned at **04:00 PM**, where all issues/clarifications could be discussed and finalized.

7. The deadline for receipt of proposals shall be **9th of October 2017** up to **03:00 PM**.
8. WBIIDC reserves the right to accept or reject any or all proposals, and to annul the selection process and reject all proposals at any time prior to the award of contract, without thereby incurring any liability or any obligation in any form to the affected firms on any grounds.

Yours sincerely,

Chief Executive Officer,
West Bengal Industrial Infrastructure Development Corporation

Request for Proposal

For

**Engagement of Chartered Accountant firm for consulting services
for Ascertaining, Recording and Valuing all Assets and Liabilities**

Issued By

West Bengal Industrial Infrastructure Development Corporation

Plot No 10, Block DJ, Sector II, Salt Lake, Kolkata 700091,

West Bengal

8th September ,2017

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NOTICE INVITING RFP

Location: Kolkata, West Bengal

September 8th, 2017

WBIIDC was set up with the goal to develop Industrial Areas or part thereof, for the purposes of Industrial Growth Centres/Parks and make the same available for Industrial and Commercial undertakings and Trading Concerns to enable them to establish industries and to carry on trade and commerce therein, and to undertake execution of development schemes or works either jointly with persons, firms, companies, associations, Government or local Authorities, or as agents for furtherance of the objects of the Corporation.

As prescribed in the WBIIDC Rules, 1978 the corporation prepares and submits the Statement of Accounts to the State Government in prescribed format (in Form C) under sub-section(6) of Section 25. The audit of the accounts of the corporation is done by Comptroller and Auditor General of India as was entrusted by the State Government.

The Client hereby invites sealed RFP offers from eligible, reputed and interested Chartered Accountant Firm for **ascertaining, recording and valuing all Assets and Liabilities of West Bengal Industrial Infrastructure Development Corporation**. The terms of reference, format for technical proposal and financial proposal for participating in the proposal are hereby enclosed. The corporation reserves the right to offer this assignment for any particular zone to another or more than one technically qualified & empanelled chartered accountant firms at a future point of time, if the performance of the firms to whom the contract has been awarded is not found satisfactory. The other details are as follows:

1. Eligibility Criteria:

- Either the Head office of the Firm is located in West Bengal or a working branch of the firm is in West Bengal for last 10 years.
- The Firm should be a partnership firm and in continuous existence for a period of at least 10 years as on 31st march 2017 since its registration with the Institute of Chartered Accountants of India (ICAI).
- Firm should be empanelled with Comptroller and Auditor General of India for 2016-17.

- Firm should have at least 5 partners out of whom at least 3 partners should have a standing of 10 years in practice and at least 2 partners/full time employee Chartered Accountants must have experience of working for Government undertakings.
- Firm should have at least 2 full time employee Chartered Accountants and more than 10 audit assistants (excluding articles).
- Firm should not have been debarred by RBI or any other Statutory/Regulatory Authority.
- No disciplinary action should have been taken or pending with the Institute of Chartered Accountants of India, against the firm or any of its partners or employees.
- Average annual turnover of last 3 years has to be more than Rs 50 lakh.

2. **Earnest Money Deposit & Cost of RFP:** Earnest Money Deposit of Rs.50,000 (Rupees Fifty Thousand Only) and cost of RFP of Rs.1,500 (Rupees One thousand five hundred Only)+ GST@ 18% by way of Demand Draft/Pay Order favoring **West Bengal Industrial Infrastructure Development Corporation** payable at **Kolkata** for participation in RFP is to be enclosed with the Technical Proposal.

Proposals received without earnest money and cost of RFP or not fulfilling the above eligibility criteria shall be summarily rejected. The earnest money deposit (EMD) will be forfeited if the proposer withdraws or amends/impairs and derogates from the RFP in any respect within the period of validity of RFP. The earnest money deposit (EMD) of only unsuccessful firms will be refunded after the completion of the selection procedure. No interest shall be paid on EMD.

3. The RFP should be submitted in a single large envelope containing two separate inner covers. First inner envelope will cover Technical Proposal in the format given in Section 3: technical Forms, along with EMD and the documents as per mentioned below in S.N.4. Second envelope will cover Financial Proposal as per format given in Section 4: Financial Proposals. Each envelope should be sealed and super scribed in bold letters as (i) Technical Proposal (ii) Financial Proposal and should be in the prescribed format duly filled in and signed by the proposers in both proposals and these two envelopes should be contained in a single sealed bigger envelope.

4. Following documents are required to be enclosed with the TECHNICAL PROPOSAL
- a. Brief Profile of the proposer's organization including nature of the clients served,
 - b. Latest Firm Certificate downloaded from ICAI website
 - c. Financial Statements of Past 3 consecutive Financial years
 - d. Copy of GST registration certificate and service tax return filed with the tax department for last 3 years
 - e. Permanent Account Number allotted by Income Tax Department,
 - f. Copy of work orders of other assignments substantiating experience.
 - g. Earnest Money Deposit: Demand Draft of Rs.50,000/- favouring **West Bengal Industrial Infrastructure Development Corporation payable at Kolkata.**
 - h. Cost of RFP: Demand Draft of Rs.1,500/-+GST @18% favouring **West Bengal Industrial Infrastructure Development Corporation payable at Kolkata.**

**Note: Cash /Cheque will not be accepted.
RFPs will be rejected/ not considered if it is not accompanied by
Earnest money deposit.**

5. The Pre-proposal Meeting will be held on **15/09/2017, 04:00 PM** at the headquarter of the corporation at Plot No 10, Block DJ, Sector II, Salt Lake, Kolkata-700091 .
6. Technical Proposal shall be opened on **09/10/2017, 04:00 PM** at **West Bengal Industrial Infrastructure Development Corporation** office at Plot No 10, Block DJ, Sector II, Salt Lake, Kolkata-700091 in presence of the proposers or their authorized representative who intend to be present. In case of authorized representatives, Letter of Authority, to attend the meeting will be required to be submitted as per the format annexed to this document as Annexure I. The Financial proposal will be opened, only if, the proposer fulfils the stipulated conditions for technical proposal. After scrutiny of the Technical proposal, date of opening of the financial proposal will be intimated later.
7. The period of this contract shall be 60 working days from the date of award of contract. The same shall be extendable only at the discretion of the Client on mutual consent with the Chartered Accountant Firm, subject to satisfactory completion of work during contract period/ extended contract period. The decision of the Client shall be final and binding on the proposer in this regard.
8. The RFP shall remain valid for a period of 90 (ninety) days from the date of opening of the Financial Proposal.

9. Joint Venture/Association with other Chartered Accountant Firms is not allowed in any form.
10. The firm shall not have been blacklisted from any government organisation.
11. Any chartered accountant firm, which is currently performing under the assignment of outsourcing of accounts, will not be eligible for performing services under this RFP.

Yours sincerely,

The Chief Executive Officer,

West Bengal Industrial Infrastructure Development Corporation

Plot No 10, Block DJ,

Sector II, Salt Lake,

Kolkata-700091, India

E-mail: wbiidc.ho@gmail.com

Website: www.wbiidc.org

SECTION 1: LETTER OF INVITATION

Section 1 – Letter of Invitation

Memo No:

Date:

_____/_____/2017

From:

The Chief Executive Officer,
West Bengal Industrial Infrastructure Development Corporation,
Plot No 10, Block DJ,
Sector II, Salt Lake,
Kolkata-700091,

To:

(The Eligible Proposers)

Attention: Mr/Ms

1. The **West Bengal Industrial Infrastructure Development Corporation** invites proposals for ascertaining, recording and valuing all Assets and Liabilities of the corporation.
2. The Background Information and Terms of Reference for the Consulting services are provided in the Section 5 of the Request for Proposal (RFP)
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8. WBIIDC reserves the right to accept or reject any or all proposals, and to annul the selection process and reject all proposals at any time prior to the award of contract, without thereby incurring any liability or any obligation in any form to the affected firms on any grounds.

Yours sincerely,

The Chief Executive Officer,
West Bengal Industrial Infrastructure Development
Corporation

SECTION 2: INSTRUCTION TO CONSULTANTS

Section 2- INSTRUCTIONS TO CONSULTANTS

Definitions:

For the purpose of this RFP, the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- i) “The Client” means West Bengal Industrial Infrastructure Development Corporation hereinafter referred to as “WBIIDC”.
- ii) “Chartered Accountant Firm” means a chartered accountant firm (partnership) registered under The Chartered Accountants ACT and rules framed there under as amended upto date.
- iii) The “Contract” shall mean agreement entered into between the Client and the Chartered Accountant Firm as recorded in the contract form signed by the parties including all attachments, the sealed quotation, the RFP documents and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein.
- iv) “Hired Consultant Firm” means the Chartered Accountant Firm which has been awarded for the work as assigned in the TOR.
- v) “Overhead Cost” means other incidental costs required to be borne for performing this assignment, to be quoted by the Chartered Accountant Firm for providing services other than the supply of manpower for the work of the Client.
- vi) “Validity of Proposal” means the period for which the participants proposal must remain valid after the submission date.

1. INTRODUCTION

General

- 1.1 West Bengal Industrial Infrastructure Development Corporation (WBIIDC), will select a CA firm (the Consultant) in accordance with the method of selection specified in the Data Sheet.
- 1.2 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the project site.
- 1.3 Consultants shall bear all costs associated with the preparation and submission of their Proposals. Costs might include site visit; collection of

information; and, if selected, attendance at contract negotiations etc.

- 1.4 WBIIDC is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Consultants.
- 1.5 In preparing their Proposals, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

Conflict of Interest

- 1.6 WBIIDC requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Consultants shall not be recruited for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of WBIIDC .

Fraud and Corruption

- 1.7 WBIIDC requires that consultants observe the highest standard of ethics during the procurement and execution of such contracts. In such pursuance of this policy, WBIIDC

(i) defines, for the purposes of this provision, the terms set forth below as follows:

- (a) "corrupt practice" means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
 - (b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the borrower, and includes collusive practices among proposers (prior to or after proposal submission) designed to establish prices at artificial, non-competitive levels and to deprive the client of the benefits of free and open competition).
- (ii) will reject a Proposal for award if it determines that the proposer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract; and
 - (iii) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any WBIIDC contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, any WBIIDC contract.

Proposal Validity

1.8 The Data Sheet indicates how long the Consultants' Proposals must remain valid after the submission date. During this period, the Consultants shall maintain the availability of experts nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. In case of need, the Client may request Consultants to extend the validity period of their Proposals. Consultants have the right to refuse to extend the validity period of their Proposals.

Earnest Money Deposit (EMD)

1.9 The EMD of amount indicated in Data Sheet in favor of "West Bengal Industrial Infrastructure Development Corporation" payable at Kolkata & shall be in the form of Account Payee Demand Draft or Banker's Cheque from any of the scheduled banks in an acceptable form. The EMD is to remain valid for a period of forty-five days beyond the final proposal validity period.

1.10 The Client shall reject any proposal not accompanied by appropriate EMD, as nonresponsive.

1.11 EMD of the unsuccessful proposers shall be returned to them at the earliest after expiry of the final proposal validity and latest on or before the 30th day after the award of the contract to successful proposer.

1.12 The EMD may be forfeited:

1.12.1 if a Proposer withdraws its proposal during the period of proposal validity.

1.12.2 if the successful Proposer fails to:

1.12.2.1 Sign the Contract within required time frame;

2. CLARIFICATIONS AND AMENDMENTS TO RFP DOCUMENTS

2.1 Consultants may request a clarification of any of the RFP documents up to the date of pre-proposal meeting indicated in the Data Sheet. Any request for clarification must be sent in writing to the address indicated in the Data Sheet. The Client will respond in writing and will send written copies of the response, including an explanation of the query but without identifying the source of inquiry, to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under Sub-Clause 2.2.

- 2.2 At any time before the submission of Proposals, the Client may, whether at its own initiative, or in response to a clarification requested by a firm, amend the RFP by issuing an addendum/corrigendum. The addendum/corrigendum shall be published on the website of the corporation, www.wbiidc.org and shall be binding on all the consultants. Such notice may or may not be circulated in newspaper. The prospective proposers are requested to keep visiting the corporations' website for any updates. To give Consultants reasonable time in which to take an amendment into account in their Proposals, the Client may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission.

3. PREPARATION OF THE PROPOSAL

- 3.1 Consultant's Proposal (the Proposal) will consist of two (2) components
- (i) **Envelope I:** EMD(as mentioned in clause 1.11), Cost of RFP Document (if any) & Technical Proposal .
 - (ii) **Envelope II:** the Financial Proposal
- 3.2 EMD, Cost of RFP Document and Technical Proposal as mentioned in clause 3.1 above shall be placed in Envelope I. If the EMD and cost of RFP document are found in order, only technical and financial proposals will be entertained.
- 3.3 The Proposal, as well as all related correspondence exchanged by the Consultants and the Client, shall be in English. All reports prepared by the contracted Consultant shall also be in English and will be covered with nondisclosure agreement.
- 3.4 The Proposal should include a cover letter signed by person(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the firm.
- 3.5 The Technical Proposal should clearly demonstrate the Consultant's understanding of the assignment requirements and capability and approach for carrying out the tasks set forth in the TOR through the nominated experts.

4. THE TECHNICAL PROPOSAL

General

- 4.1 The Technical Proposal shall not include any information related to financial proposal and any Technical Proposal containing information related to financial proposal shall be declared non-responsive.

Technical Proposal Format

- 4.2 (i) The consultant shall submit technical proposal as per the data

sheet which indicates the format of the Technical Proposal to be used for the assignment.

- (ii) The following table summarizes the content and maximum number of pages permitted for each type of Proposal. A page is considered to be one printed side of A4 size paper.

Proposal Type Content	Full Technical Proposal (FTP)
Experience of the firm	(i) maximum two (2) pages introducing the firm background and general experience (Form TECH-2A). (ii) maximum of ten (10) pages of relevant completed projects in the format of Form TECH-2B illustrating firm's relevant experience. No promotional material should be included.
General approach and methodology, work plan for understanding of the Project	Maximum Five (5) pages inclusive of charts and diagrams (Form TECH-4A).
Personnel schedule	Form TECH-6
Work schedule	Form TECH-7
Comments on terms of reference	no limit, but to be concise and to the point (Form TECH-3A).
Experts' CVs	maximum of five (5) pages for each expert's CV using Form TECH-5.
Counterpart staff and facility requirements	maximum of two (2) pages (Form TECH-3B).
List of Proposed Expert Team and Summary of CV Particulars	Form TECH-4B

Note: The above page limits excludes all supporting documents, like audited financial statements, certificates of registration, certificates from Clients showing completed work or on-going work, etc.

Technical Proposal Content

- 4.3 The Technical Proposal shall contain information indicated in the following paragraphs from (i) to (xiii) using the Standard Technical Proposal Forms (Form TECH-1 to Form TECH-7). Such information must be provided by the Consultant.
- (i) A brief description of the organization and outline of recent experience of the consultant on assignments of a similar nature is required in prescribed form. For each assignment, the outline should indicate *inter-alia*, the assignment, contract amount and the consultant's involvement. Information should be provided only for those assignments for which the consultant was legally contracted by the client as a corporate entity or as one of the major participating consulting firms within an association (Joint venture). Assignments completed by individual experts working privately or through other consulting firms cannot be claimed as the experience of the Consultant, but can be claimed by the individuals themselves in their CVs. Consultants should substantiate the claimed experience if so requested by the Client.
 - (ii) A concise, complete, and logical description of how the Consultant's team will carry out the services to meet all requirements of the TOR.
 - (iii) A work plan showing in graphical format (bar chart) the timing of major activities, anticipated coordination meetings, and deliverables such as reports required under the TOR.
 - (iv) An organization chart indicating relationships amongst the Consultant, the Client, and other parties or stakeholders, if any, involved in the assignment.
 - (v) Comments, if any, on the TOR to improve performance in carrying out the assignment. Innovativeness will be appreciated, including workable suggestions that could improve the quality/effectiveness of the assignment. In this regard, unless the Consultant clearly states otherwise, it will be assumed by the Client that work required to implement any such improvements, are included in the inputs shown on the Consultant's Staffing Schedule.
 - (vi) The Technical Proposal shall not include information related to financial proposal. Technical Proposals containing information related to financial proposal shall be declared non responsive.

Personnel

- (vii) The name, age, background employment record, and professional experience of each nominated expert, with particular reference to the type of experience required for the services should be presented in the

prescribed CV format.

- (viii) Only one CV may be submitted for each position.
- (ix) The Client requires that each expert confirm at the time of entering into contract that the content of his/her curriculum vitae (CV) is correct and the experts themselves should sign the certification of the CV. Note that the need to provide address and fax/e-mail details of experts in the CVs of the experts is not considered mandatory.
- (x) **A zero rating will be given to a nominated expert if the expert:**
 - has not signed the CV or by the authorised representative of the firm.

5. FINANCIAL PROPOSAL

- 5.1 All information provided in Consultants' Financial Proposal will be treated as confidential.
- 5.2 The Financial Proposal is to be submitted in the requisite forms enclosed.
- 5.3 No proposed schedule of payments should be included in Consultants' Financial Proposals.
- 5.4 Consultants shall quote the rates in Indian National Rupees only.
- 5.5 Form FIN-2 is an acknowledgement that, in preparation and submission of the Technical and Financial Proposals, Consultants have:
 - (i) not taken any action which is or constitutes a corrupt or fraudulent practice;
 - (ii) documents, and records relating to the Consultant's Proposal and to the performance of the ensuring Consultant's Contract.
- 5.6 The rates to be quoted shall be in the format given in Data Sheet and it shall include all costs / expenses and statutory taxes excluding GST. The Client shall pay GST as applicable on prevailing rates.

6. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

- 6.1 The original Proposal (Earnest Money Deposit, Technical and Financial Proposals) shall contain no interlineations or overwriting, except as necessary to correct errors made by Consultants themselves. Any such corrections, interlineations or overwriting must be initialed by the person(s) who signed the Proposal.
- 6.2 An authorized representative of the Consultant shall initial all pages of the original copy of the Financial Proposal. No other copies are required.
- 6.3 The Technical Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. All required copies of the Technical Proposal as specified in the Data Sheet will be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

- 6.4 The original and all copies of the Technical Proposal to be sent to the Client shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL.**” Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” The envelopes (Envelope 1 –Earnest Money Deposit, cost of RFP and Technical Proposal and Envelope 2 - Financial Proposals) shall be placed into an outer envelope and sealed. The outer envelope shall bear the submission address, reference number and title of the assignment, and other information indicated in the Data Sheet. **If the Financial Proposal is not submitted by the Consultant in a separate sealed envelope and duly marked as indicated above, this will constitute grounds for declaring both Technical and Financial Proposals non-responsive.**
- 6.5 Proposals must be delivered at the indicated Client submission addresses on or before the time and date stated in the Data Sheet or any new date established by the Client according to provisions of Sub-Clause 2.2.

7. PROPOSAL EVALUATION

General

- 7.1 From the time the Proposals are opened to the time the contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by a Consultant to influence the Client in examination, evaluation, ranking of Proposals or recommendation for award of contract may result in rejection of the Consultant’s Proposal.
- 7.2 The envelope 1 shall be opened first. If the EMD and cost of RFP is not found to be in order then the proposal shall be treated as nonresponsive and shall not be evaluated further.

Evaluation of Technical Proposals

- 7.3 The Client’s Selection Committee (CSC) will be responsible for evaluation and ranking of Proposals received.
- 7.4 The CSC evaluates and ranks the Technical Proposals on the basis of Proposal’s responsiveness to the TOR using the evaluation criteria and points system specified in the Data Sheet. Each Technical Proposal will receive a technical score. A Proposal shall be rejected if it does not achieve the minimum technical mark as specified in the data sheet from the maximum of 1000 points.
- 7.5 A Technical Proposal may not be considered for evaluation in any of the following cases:
- (i) the Consultant that submitted the Proposal

- belongs to one of the cases described in Sub-Clause 5.5(i) to and failed to make a proper statement to that effect in the cover letter ; or
- (ii) the Consultant that submitted the Proposal was found not to be legally incorporated or established in India; or
 - (iii) the Technical Proposal was submitted in the wrong format;
 - (iv) the Technical Proposal included details of costs of the services; or
 - (v) the Technical Proposal reached the Client after the submission closing time and date specified in the Data Sheet.

7.6 After the technical evaluation is completed, the Client shall notify Consultants whose Proposals did not meet the minimum qualifying technical mark or Consultants whose Technical Proposals were considered non-responsive to the RFP requirements, indicating that their Financial Proposals will be returned unopened after completion of the selection process. The Client shall simultaneously notify, in writing Consultants whose Technical Proposals received marks equal to or higher than that specified in the data sheet, indicating the date, time, and location for opening of Financial Proposals. (Consultants' attendance at the opening of Financial Proposals is optional).

8. PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSALS

Public Opening of Financial Proposals

- 8.1 At the public opening of Financial Proposals, Consultant representatives who choose to attend, will sign an Attendance Sheet.
- (i) The marks of each Technical Proposal that met the minimum mark as specified in the data sheet will be read out aloud.
 - (ii) Each Financial Proposal will be checked to confirm that it has remained sealed and unopened.
 - (iii) The Client's representative will open each Financial Proposal. Such representative will read out aloud the name of the Consultant and the total price shown in the Consultant's Financial Proposal. This information will be recorded in writing by the Client's representative.

Evaluation of Financial Proposals

- 8.2 Consultants' attendance at the opening of Financial Proposals is optional but it is advisable that the Consultants must present at the time of opening of proposals.

- 8.3 The evaluation committee will review the detailed content of each Financial Proposal. During the review of Financial Proposals, the Committee and any Client personnel and others involved in the evaluation process, will not be permitted to seek clarification or additional information from any Consultant, who has submitted a Financial Proposal. Financial Proposals will be reviewed to ensure these are:
- 8.4 complete, to see if all items of the corresponding Technical Proposal are priced; if not, for material omissions, the Client will price them by application of the highest unit cost and quantity of the omitted item as provided in the other Financial Proposals and add their cost to the offered price, and correct any arithmetical errors.
- 8.5 computational errors if there are errors these will be corrected;
- 8.6 Other errors, such as activities which are shown as different time lines in technical proposal and different in financial; price for these will be based on the technical proposal.
- 9 The detailed contents of each Financial Proposal will be subsequently reviewed by the Client.
- 10 The evaluated total price (ETP) for each Financial Proposal will be determined.
- 10.1 When the LCS method is used: the Client will select the lowest Financial Proposal of a Consultant whose Technical Proposal has qualified.

11. Contract Negotiations and Award of Contract

- 11.1 The Consultant who is invited for contract negotiations will, as a pre-requisite for attendance at the negotiations, confirm availability of all experts named in its proposal except in the cases of absence on account of death or medical incapacity. Failure in satisfying such requirements may result in the Client proceeding to initiate the negotiation process with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude the Contract .
- 11.2 The selected Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

DATA SHEET

The contents of this Data Sheet of RFP shall form part of the General Instructions to the intending proposers.

- 1. Name of the Client:**
West Bengal Industrial Infrastructure Development Corporation
- 2. The Address for communication and submission of proposal:**
West Bengal Industrial Infrastructure Development Corporation
Plot No 10, Block DJ,
Sector II, Salt Lake,
Kolkata-700091, India
E-mail: wbiidc.ho@gmail.com
Website: www.wbiidc.org
- 3. Financial Proposal to be submitted together with Technical Proposal:** Yes

Name of the assignment is “**Engagement of Chartered Accountant firm as consultant for ascertaining, recording and valuing all Assets and Liabilities**”

More details on the services are provided in the Terms of Reference (ToR) under Section 5

- 4. Pre- Proposal Meeting:**
A Pre-proposal meeting has been scheduled on **15/09/2017** at the office of the Client at **04:00** PM, where all issues/clarifications could be discussed and finalized. Clarifications may be requested not later than **20/09/2017**.
The address for requesting clarifications is:
Chief Executive Officer,
West Bengal Industrial Infrastructure Development Corporation,
Plot No 10, Block DJ,
Sector II, Salt Lake,
Kolkata-700091,
E-mail: wbiidc.ho@gmail.com
Website: www.wbiidc.org
- 5. The Client will provide the following inputs and facilities:**
Mentioned in Terms of Reference (ToR)
- 6. The documents for preparation of proposal:**
 - Format of Technical Proposal - Form Tech 1 to 7
 - Format of Financial Proposal - Form FIN 1 to 2B
- 7. Validity of Proposal :**
90 (Ninety days) from the date of submission.

8. The format of the Technical Proposal to be submitted is:

Full Technical Proposal (FTP)

- 9. Under this contract the Consultant's payments are on Input Based as mentioned in Terms of Reference (ToR). The Consultant shall quote Consultancy Charges for satisfactory performance of the services under the contract as per the format of the Financial Quotation Separately. It is expected that consultant has quoted its fee considering all requirements for satisfactory performance of the services included in ToR. If the consultant has not considered any component for performance of the services, no extra payment shall be made on this account.**

10. Schedule of Selection Process:

- Availability of RFP document on Client's website : www.wbiidc.org from **08/09/2017**
- Proposal submission due date: The proposal as stated in the data sheet should be submitted before **03:00 PM** on **09/10/2017**.

11. Submission of proposal:

It shall be in the form of Technical Proposal and Financial Proposal. The envelopes must be clearly marked as

- Technical Proposal
- Financial Proposal

These two envelopes must be contained in a single bigger envelope super scribed as "Proposal for Hiring of Chartered Accountant Firm as consultant for ascertaining, recording and valuing all Assets and Liabilities of West Bengal Industrial Infrastructure Development Corporation.

12 Evaluation of proposal:

Proposal Evaluation shall be based on Technical scores obtained by the proposers on the basis of details submitted.

- Technical Evaluation:
 - The technical proposals will be opened in the presence of the proposers or their authorized representative who intend to be present at the time of opening of technical proposal. The proposers who score minimum 700 out of 1000 marks will be considered for further evaluation.
 - Technical Proposals shall be evaluated on the basis of following pre-identified criteria as illustrated in **Appendix-I to Data Sheet for Selection of Consultant:**

SI No	Criteria	Score Allocated
1	Firms General Experience & Experience in Similar Assignments	200
2	Approach & Methodology for proposed assignment	200
3	Comments on TOR	30
4	Work Programme	40
5	Personnel Schedule	30
6	Qualification and Experience of Key Professionals	500
Total Score		1000

Financial Evaluation: The financial Proposal will be opened in the presence of the proposers or their authorized representative who intend to be present at the time of opening of financial proposal. The proposer which has quoted the lowest cost for performing services of ascertaining, recording and valuing all Assets and Liabilities

- Within the scope mentioned in this RFP for the Client will be awarded the contract.
- The duration of the assignment shall be Two Months (2).
- Important Events & Cost details for the proposal are enumerated below:-

S.N	PARTICULARS	DETAILS
1.	Date of Pre Proposal Meeting	4:00 PM, 15-09-2017
3.	Last Date and Time for submission of proposal	3:00 PM, 09-10-2017
4.	Date & time of opening of Technical proposal	4:00 PM, 09-10-2017
5.	Tentative Date & time of opening of Financial Proposal	4:00 PM, 23-10-2017
6.	Address for Proposal submission.	West Bengal Industrial Infrastructure Development Corporation Plot No 10, Block DJ, Sector II, Salt Lake, Kolkata-700091, India
7.	Cost of RFP	Rs. 1,500/-+GST @18%
8.	Earnest Money Deposit (EMD)	Rs. 50,000/-

Appendix-I to Data Sheet for Selection of Consultant

I. NARRATIVE EVALUATION CRITERIA FOR FULL TECHNICAL PROPOSAL (FTP)

1. FIRM'S GENERAL EXPERIENCE AND EXPERIENCE IN SIMILAR ASSIGNMENTS (200

Points)

A. General Experience of Firm (80 points)

Criteria: The extent and depth of experience of the firm in different sectors including government sector.

Factors to consider: Each reference project included in the technical proposal will be judged against the criteria established. Higher scores will be given to a firm, which has more experiences for projects with relevant nature. A consultant who has primary responsibility (i.e. the lead consultant) will be given a score higher than a consultant whose responsibility was secondary (i.e. associate consultant).

B. Experience in Similar Projects: Experience in identification, recording and valuing of assets and liabilities of Government/ Semi Government/ PSU/ Local bodies (120 points)

Criteria:The extent and depth of experience of the firm in **identification, recording and valuing of assets and liabilities of Government/ Semi Government/ PSU/ Local bodies** that are similar to the requirement of the TOR in terms of Technical parameters, quantum of work and required inputs and financial parameters.

Factors to consider: Each reference project included in the technical proposal will be judged against the criteria established. Higher scores will be given to a firm, which has more experiences for projects with relevant nature. A consultant who has primary responsibility (i.e. the lead consultant) will be given a score higher than a consultant whose responsibility was secondary (i.e. associate consultant).

2. APPROACH AND METHODOLOGY (200 Points)

A. Understanding of Objectives (50 points)

Criteria: General understanding of the project requirements; coverage of principal components as requested in TOR; and site visit assessment.

Factors to consider: The three following aspects will be considered:

General understanding	40%
Components coverage	40%
Site visit	20%

Maximum points will be given if all the three aspects are positively judged.

B. Quality of Methodology (150 points)

Criteria: The degree to which the presented written methodology/approach addresses the requirements of the TOR.

Factors to consider: Assessment of the inter-relationship of work program and methodology write-up. A consistent relationship is to be given maximum points.

3. Comments on Terms of Reference (30 points)

Criteria: Suggestions, which could improve the quality of the project.

Factors to consider: Points will be given for workable suggestions proposed. No innovativeness will be given zero points.

4. Work Program (40 points)

Criteria: A work program showing graphical presentation of activities (bar chart) and an organization chart

Factors to consider: Work program will be assessed on logical sequence of events. The organization chart is to be assessed on the consultant's understanding of relationship between the consultant and the Corporation.

5. Personnel Schedule (30 points)

Criteria: Relationship between required person-months and proposed work program.

Factors to consider: The Personnel Schedule will be assessed based on phasing of activities of the work program and allocation and timing of expert's individual inputs. Total requirements close to estimated work requirements will be assessed as well as the appropriateness of time allocated to the task to be performed in terms of individual expertise. The balance between field time and home office time and the proposed number of trips will be checked.

6. Qualification and experience of Key Professionals (500 Points)

Expertise Criteria: Separate assessment of each expert listed in the Request for Proposal. Each expert is to be evaluated against the tasks assigned in accordance with four main criteria:

- A. General experience such as academic qualification : (40%)
- B. Similar Project related experience based on the number of relevant projects implemented: (60%)

II. DETAILED MARKING SCHEME FOR TECHNICAL EVALUATION

Sl No.	Criteria	Weightage	Maximum Marks
1	Firms General Experience & Experience in Similar Assignments	100%	200
A	General Experience of Firm	40%	80
	1 Project		0
	Less than 2 Projects		20
	2 or more than 2, but less than 5 Projects		40
	5 or more than 5, but less than 10 Projects		60
	10 or more than 10 Projects		80

B	Experience in Similar Projects: Experience in identification, recording and valuing of assets and liabilities of Government/ Semi Government/ PSU/ Local bodies	60%	120
	No experience in similar projects		0
	Experience in less than 2 similar project		30
	Experience in less than 3 similar project		60
	Experience in less than 4 similar project		90
	Experience in less than 5 similar project		120
2.	Approach & Methodology for proposed assignment	100%	200
A	Understanding of Objectives	25%	50
	General Understanding 40%		20
	Components coverage 40%		20
	Site visit 20%		10
B	Quality of Methodology	75%	150
3.	Comments on Terms of Reference	100%	30
4.	Work Program	100%	40
5.	Personnel Schedule	100%	30
6.	Qualification and Experience of Team Leader & Other Key	100%	500
A	Team Leader (Senior CA)	100%	300
	General experience such as academic qualification	40%	120
	Similar Project related experience based on the number of relevant projects implemented of	60%	180
B	Executive (Junior CA)	100%	100
	General experience such as academic qualification	40%	40
	Similar Project related experience based on the number of relevant projects implemented	60%	60
C	Valuer	100%	100
	General experience such as academic qualification	40%	40
	Similar Project related experience based on the number of relevant projects implemented	60%	60

SECTION 3: TECHNICAL FORMS

FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

Chief Executive Officer,
West Bengal Industrial Infrastructure Development Corporation
Plot No 10, Block DJ,
Sector II, Salt Lake,
Kolkata-700091,

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting services for ascertaining, recording and valuing all Assets and Liabilities of the Corporation in accordance with your Request for Proposal dated 17.07.2017 and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in individual capacity without entering in association with/as a Joint Venture. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed personnel. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the Data Sheet (*Please indicate date*).

We undersigned certify that I/we have carefully gone through and clearly understood the terms and conditions of the RFP documents, the work requirements and undertake to comply with them.

We further undertake to execute the work as per RFP's terms and conditions and the proposals submitted by us. We have signed every page of the RFP documents as token of our acceptance of all terms and conditions of the RFP.

We enclose herewith the Earnest Money deposit (EMD) of Rs.50, 000/- (Rupees Fifty Thousand only) by demand draft/pay order No. ___ dated ___ drawn on ___ favouring West Bengal Industrial Infrastructure Development Corporation payable at Kolkata.

We also undertake to comply with all the acts/enactments/modifications and to deposit the applicable GST, etc and other statutory liabilities.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

FORM TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of the Consultant and then annex the data as required in the format mentioned below]

Sr. No.	Particulars	Annexure at Page No.	
1.	Name of the Chartered Accountant Firm		
2.	Status of Applicant - Partnership		
3.	Name of Partners		
4.	Full Particulars of Office: A) Address: B) Telephone /Mobile No. : C) Fax No. : D) Email Id:		
5.	Registration Details: A) PAN: B) GSTIN.: C) Firm Registration No.:		
6.	Details of Earnest Money Deposit: A) Demand Draft No.: B) Demand Draft Date: C) Drawn Bank & Branch: D) Valid Up to:		
7.	Annual turnover details for last three consecutive years.		2016-2017 – Rs. 2015-2016 – Rs. 2014-2015 – Rs.

B - Consultant's Experience

[The following information should be provided in the format below for each reference assignment for which your firm was legally contracted by the Client stated below.]

Assignment name:	Approx. value of the contract (in current Rs):
Country:	Duration of assignment (months):
Location within country:	
Name of Client:	Total N^o of person-months of the assignment:
Client Address:	Approx. value of the services provided by your firm under the contract
Start date (month/year):	N^o of professional person-months provided by the Consultants:
Completion date (month/year):	

Name of senior regular full time employees of your firm involved and functions performed (indicate most significant profiles such as Team Leader):

Narrative description of Project

Description of actual services* provided in the assignment:

Firm's Name:

Signature of Authorized Representative:

Form TECH-3: Comments and Suggestions on the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding others, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

- 1.
- 2.
- 3.
- 4.
- 5.
- ..

Form TECH-4A: Description of Approach, Methodology and Work Plan for Performing the Assignment [As per the details mentioned in the NARRATIVE EVALUATION CRITERIA]

Technical Approach and Methodology, Work Plan, and Organization and Personnel,

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-7.

c) Organization and Personnel. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support personnel.

**FORM TECH-4B: TEAM COMPOSITION, TASK ASSIGNMENTS AND SUMMARY OF CV
INCORMATION Team Leader and Key Professionals**

Surname, First Name	Firm Acronym	Area of Expertise	Position Assigned	Task Assigned	Employment Status with Firm (full- time/ other)	Education/ Degree (Year / Institution)	No. of years of relevant project experience	CV signature (by expert/by other)

Support Staff

SI No	Surname, Name	Position	Task Assignment

FORM TECH-5: CURRICULUM VITAE (CV) FOR PROPOSED EXPERTS

[Summary of CV: Furnish a summary of the above CV. The information in the summary shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV]

1. Proposed Position [*only one candidate shall be nominated for each position*]:
2. Name of Firm [*Insert name of firm proposing the expert*]:
3. Name of Expert [*Insert full name*]:
4. Date of Birth: Citizenship:
5. Education [*Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment*]:
6. Membership of Professional Associations:
7. Other Training [*Indicate significant training since degrees under 5 - Education were obtained*]:

8. Employment Record [*Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience period of specific assignment must be clearly mentioned, also give Client references, where appropriate.*]:

From [Year]: To [Year]:

Client:

Positions held:

- | | |
|---|---|
| <p>9. Detailed Tasks Assigned
[<i>List all tasks to be performed under this assignment</i>]</p> | <p>10. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned[<i>Among the assignments in which the expert has been involved, indicate the following information for those assignments that best illustrate the expert's capability to handle the tasks listed under point 10.</i>]
Name of assignment or project: _____
Year: __
Location: _____
Client:
Main project features: _____
Positions held: _____
Activities performed: _</p> |
|---|---|

12. Certification:

I, the undersigned, certify to the best of my knowledge and belief that:

- (i) This CV correctly describes my qualifications and my experience.

- (ii) I am not employed by the Executing /Implementing Agency.
- (iii) I am/I am not in regular full-time employment with the Consultant.
- (iv) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in the Personnel Schedule in Form TECH-6 provided team mobilization takes place within the validity of this proposal or any agreed extension thereof.
- (v) *I am willing to work on the project and I will be available for entire duration of the project assignment and I will not engage myself in any other assignment during the currency of this assignment on the project*
- (vi) I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes myself my qualification and my experience

I am committed to undertake the assignment within the validity of Proposal.

- (vii) I did not write the terms of reference for this consulting services assignment.

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: *[Day/Month/Year]*

*[Signature of expert or authorized representative of the firm]*¹ Full name of authorized representative:

¹ This CV can be signed by a senior representative of the Consultant provided that if the Consultant's proposal is ranked first, a copy of the CV signed by the expert and/or specialist must be submitted to the Client prior to the commencement of contract negotiations.

FORM TECH-6: PERSONNEL SCHEDULE¹

N°	Name Expert /Position	Professional Expert & Staff input (in the form of a bar of chart) ²										Total person-weeks input		
		1	2	3	4	5	6	7	8	9	10	Home	Field ³	Total
Expert														
1		[Home]												
		[Field]												
2														
3														
Support staff														
1		[Home]												
		[Field]												
2														
n														

1 Months are counted from the start of the assignment. For each expert indicate separately the input for home and field work.

2 Field work means work carried out at a place other than the expert's home office; i.e. normal place of business.

Full time input

Part time input

FORM TECH-7: WORK SCHEDULE

N°	Activity ¹	Months ²			
		1	2	3	n
1					
2					
3					
4					
5					

- 1 Indicate all main activities of the assignment, including delivery of reports/ deliverables as per Terms of Reference & Scope of Work (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals.
- 2 Duration of activities shall be indicated in the form of a bar chart.

SECTION 4: FINANCIAL PROPOSAL

Section 4: Financial**Proposal - Standard Forms**

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 5 of Section 2. Forms FIN-1, FIN-2, are to be used whatever is the selection method indicated in para. 4 of the Letter of Invitation.

FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

Chief Executive Officer,
West Bengal Industrial Infrastructure Development Corporation
Plot No 10, Block DJ,
Sector II, Salt Lake,
Kolkata-700091,

Dear Sir /Madam:

We, the undersigned, offer to provide the consulting services for Engagement of Chartered Accountant firm for ascertaining, recording and valuing all Assets and Liabilities **of** West Bengal Industrial Infrastructure Development Corporation in accordance with your Request for Proposal dated 17.07.2017 and our Technical Proposal.

Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is inclusive of all taxes except GST which will be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Para 6 of the Data Sheet.

No fees, gratuities, rebates, gifts, commissions or other payments have been given or received in connection with this Proposal.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

1 Amounts must coincide with the ones indicated under Total in Form FIN-2.

FORM FIN-2A: SUMMARY BY COSTS

Financial Proposal Particulars	Amount (in Rs.)
Total remuneration (A)	
Overhead Cost (please mention in amount)	
TA/DA Charges	
Other Cost if any (Please mention details)	
Total	

Note: 1. GST will be payable at the applicable rates.

FORM FIN-2B: DETAILED COSTS

Remuneration

Category	Per Person Remuneration	No. of employee as per TOR	Total per month Remuneration (In Rs.)	Total Remuneration (In Rs.)
Team Leader-cum Senior CA				
Executive(Jr. CA)				
Valuer				
Support staff				
Total Cost				

Overhead Cost

Item	Amount(Rs)			
TA,DA				
Cost of Field stay				
Cost of Report				
Communication including Phone and Internet				
Miscellaneous				
Total Overhead Cost				

Date:
Place:

Yours faithfully,

Signature of authorized person:
Full Name:

Firm Seal:

Note:

- (i) While quoting financial offers, applicant firms are requested to read 5.6 of Section 2 : Instruction to Consultants.**
- (ii) During Evaluation of Financial proposals, the quoted Consultancy excluding GST shall be considered.**
- (iii) The client shall pay the Consultant, the GST, on prevailing rates as applicable on the consultancy charges**

SECTION 5
TERMS OF REFERENCE

Terms of Reference for engagement of a Chartered Accountant Firm for ascertaining, recording and valuing all Assets and Liabilities of West Bengal Industrial Infrastructure Development Corporation

1. Background:

West Bengal Industrial Infrastructure Development Corporation (WBIIDC) was conceived and established as a key agency of State's Commerce and Industries Department for provision of requisite industrial infrastructure spread over West Bengal to ensure balanced and well-planned industrial development in the State.

WBIIDC was set up with the goal to develop Industrial Areas or part thereof, for the purposes of Industrial Growth Centres/Parks and make the same available for Industrial and Commercial undertakings and Trading Concerns to enable them to establish industries and to carry on trade and commerce therein, and to undertake execution of development schemes or works either jointly with persons, firms, companies, associations, Government or local Authorities, or as agents for furtherance of the objects of the Corporation.

As prescribed in the WBIIDC Rules, 1978 the corporation prepares and submits the Statement of Accounts to the State Government in prescribed format (in Form C) under sub-section(6) of Section 25. The audit of the accounts of the corporation is done by Comptroller and Auditor General of India as was entrusted by the State Government.

Now the Members of the Board in the 131st Board Meeting of WBIIDC has decided to engage an eligible and qualified Chartered Accountant Firm to get an independent professional opinion on the financial statement of the corporation including the assets and liabilities of the corporation.

2. Objective:

WBIIDC has 10 division offices in different districts along with industrial parks. The land of these industrial parks has been allotted among small and medium scale entrepreneur on lease. WBIIDC is also taking up infrastructure work of different government departments against 5% Agency charges. Main objective of the engagement is identification of all assets through verification of available records and physical verification of all assets, recording of the same systematically and methodically. Also liabilities are to be listed for the corporation.

3. **Scope of Services:**

- Reconciliation of amounts receivable /recoverable (on account of water charges, service charges, deposit work, interest on deposits, loans and advances etc.) and amounts payable to supplier, contractors, employees (excluding actuarial valuation of retirement liabilities) etc. and obtaining confirmation of balances;
- Identification of fixed assets ,e.g., leasehold land and and the Refundable Lease Premium received in consideration of leased out land to the allottees and to comment on the presence of such asset and liabilities in the Balance Sheet of the corporation. Also to comment upon the revenue recognition practice of the corporation in respect of leased out property;
- Preparation of Fixed Assets Register
- Assessment of Capital Work in Progress and contingent liabilities;
- Identification of pre-paid expenses, outstanding expenses, outstanding income and any income which is received in advance;
- Identification of any grant received for specific projects, and the work done till date; pending balance if any.
- Assessment of actual Market value of investment in the form of Equity Shares in Bengal Integrated Auto Industrial Park Pvt Ltd and Kanchan Janga Integrated Infrastructure Development Pvt Ltd and in the form of Preference Shares in Haldia Petrochemicals Ltd.

4.1 **Team composition:**

The proposed team composition and man months is presented below:

Sl. No.	Position	No. of Experts	Man months
1	Team Leader cum Senior Chartered Accountant	1	1
2	Executive-cum-Junior CA	1	2
3	Surveyor cum Valuer	1	1
4	Audit Assistant	10	20
5	Assistant to the Valuer	2	2

4.2 Qualification and responsibilities for key experts:

Sl No	Position	Qualification	Relevant Experience	Responsibilities	Proposal evaluation
1	Team Leader cum Senior Chartered Accountant	Chartered Accountant Fluent in Bengali and English	At least 15 years of post-qualification experience. Worked in Government/ ULB/ PSU in at least 3 similar assignments	Overall team management, responsible for all the deliverables, liaison with respective unit offices of WBIIDC and the client. Technical guidance to the entire team. All report submission.	Will be evaluated
2	Executive-cum-Junior CA	CA/CMA	Has 5 years accounting experience. Worked in Government/ ULB/ PSU in at least 2 similar assignments	In Charge of the team in field offices and monitor the work on a daily basis. Will be accountable for identification, recording and valuation of all assets and liabilities	Will be evaluated
3	Surveyor cum Valuer	Graduate Civil Engineer, Fluent in Bengali	Managed similar tasks or infrastructure survey and valuation for at least 5 years	Survey all the assets . Value those assets and prepare a Fixed Assets Register.	Will be evaluated
4	Audit Assistant	CA(Inter)/CMA(Inter)	Accounting Experience for 2 years preferably in government/semi government set up	All data entries and record preparation	Will not be evaluated
5	Assistant to the Valuer	Diploma Engineer in Civil, Fluent in Bengali	Experience in similar job	Assist the Valuer	Will not be evaluated

5. Duration of work :

- Sixty (60) Working days from the date of work order.

6. Clients Inputs and counterpart personnel:

6.1 Services facilities and property to be available to the consultant by the client:

Client will be responsible to provide to the Consultant:

- Access to all books, registers, and records during office hours and permission to take notes and photocopies under the signature of the Accountant/ AAO/ AO/EE of the respective division
- Office space in respective division office;
- Accommodation may be provided to field staff where available.

6.2 Support counterpart personnel to be assigned by the Client:

- Executive Engineer of the respective Division will be working as Nodal Person from Client side in this assignment;

7.Reporting requirement:

Consultant will be required to submit the following reports in both physical(Two copies) and Electronic form :-

Final Report

Fixed Asset Register as on 31.03.2017

List of all Liabilities as on 31.03.2017

Prior approval may be obtained from the Client for forms and contents of the Report.

8. Payment Terms:

Payment will be made on completion of all deliverables and submission of report.

SECTION 6: STANDARD CONTRACT

Agreement & General Conditions of Contract

CONTENTS

Sl. No. Description Page No.

I. CONTRACT FOR CONSULTANT'S SERVICES

II. GENERAL CONDITIONS OF CONTRACT

1. General Provisions

- 1.1 Definitions
- 1.2 Relation between the Parties
- 1.3 Language
- 1.4 Headings
- 1.5 Notices
- 1.6 Location
- 1.7 Authorized Representatives
- 1.8 Taxes and Duties

2. Commencement, Completion, Modification and Termination of Contract

- 2.1 Effectiveness of Contract
- 2.2 Commencement of Services
- 2.3 Expiration of Contract
- 2.4 Entire Agreement
- 2.5 Modification
- 2.6 Force Majeure
 - 2.6.1 Definition
 - 2.6.2 No Breach of Contract
 - 2.6.3 Measures to be Taken
 - 2.6.4 Extension of Time
 - 2.6.5 Payments
 - 2.6.6 Consultation
- 2.7 Suspension
- 2.8 Termination
 - 2.8.1 By the Client
 - 2.8.2 By the Consultants
 - 2.8.3 Cessation of Rights and Obligations
 - 2.8.4 Cessation of Services
 - 2.8.5 Payment upon Termination
 - 2.8.6 Disputes about Events of Termination

3. Obligations of the Consultants

- 3.1 General
 - 3.1.1 Standard of Performance
 - 3.1.2 Law Governing Services
- 3.2 Conflict of Interests
 - 3.2.1 Consultants not to Benefit from Commissions, discounts etc.
 - 3.2.2 Consultants and Affiliates not to be otherwise interested in Project
 - 3.2.3 Prohibition of Conflicting Activities
- 3.3 Confidentiality
- 3.4 Liability of the Consultants
- 3.5 Insurance to be taken out by the Consultants
- 3.6 Accounting, Inspection and Auditing
- 3.7 Consultants' Actions requiring Client's prior Approval
- 3.8 Reporting Obligations
- 3.9 Documents prepared by the Consultants to be the Property of the Client
- 3.10 Equipment and Materials furnished by the Client

4. Consultants' Personnel

- 4.1 General
- 4.2 Description of Personnel
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III. SPECIAL CONDITIONS OF CONTRACT

IV. APPENDICES

Appendix A: Terms of reference containing, inter-alia, the Description of the Services and Reporting Requirements

Appendix B: Consultants' Sub-consultants, Key Personnel and Support Personnel, Task assignment, work programme, manning schedule, qualification requirements of key personnel, schedule for submission of various reports.

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Appendix I: Minutes of the Pre-proposal meeting

Section 1: DRAFT FORM OF CONTRACT

CONTRACT FOR: Ascertaining, recording and valuing all Assets and Liabilities of West Bengal Industrial Infrastructure Development Corporation

CONTRACT NUMBER: *[Please insert project number]*

THIS CONTRACT is made

BETWEEN : West Bengal Industrial Infrastructure Development Corporation, Plot No 10,Block-DJ,Sector-II, Salt Lake, Kolkata-700091

(hereinafter referred to as “the Client”)

AND : *[Please insert name of Consultant]* (hereinafter referred to as “the Consultant”)

[Please insert nodal officer and communication address of the consultant]

WHEREAS:

- A.** the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions attached to this Contract (hereinafter called the “Services”); and
- B.** the Consultants, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. Documents

This Contract shall be comprised of the following documents:

Section 1	Form of Contract
Section 2	General Conditions
Section 3	Special Conditions
Section 4	Schedule of Prices
Section 5	Minutes of Contract Negotiation Meeting

Appendices:

Appendix A: Terms of reference containing, inter-alia, the Description of the Services and Reporting Requirements

Appendix B: Consultants’ Key Personnel and Support Personnel, Task assignment, work programme, manning schedule, qualification requirements of key personnel, schedule for submission of various report.

Appendix C: Copy of letter of invitation

Appendix E: Copy of letter of acceptance

Appendix-F: Minutes of the pre-proposal meeting

This Contract constitutes the entire agreement between the Parties in respect of the Consultants obligations and supersedes all previous communications between the Parties, other than as expressly provided for in Section 3 and/or Section 4.

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular

(a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) Client shall make payments to the Consultants in accordance with the provisions of the Contract.

3. Commencement and Duration of the Services

The Consultant shall start the Services on ___[*please insert date*] ("the Start Date") and shall complete them by ___[*please insert date*] ("the End Date") unless this Contract is terminated earlier in accordance with its terms and conditions.

4. Financial Limit

Payments under this Contract shall not, in any circumstances, exceed ___ [*please insert total amount in numbers and words*] exclusive of any government tax, if applicable ("the Financial Limit").

5. Time of the Essence

Time shall be of the essence as regards the performance by the Consultant of its obligations under this Contract.

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

For and on behalf of Client Signature: Name: Date:	For and on behalf of Consultant Signature: Name: Date:
Witness on behalf of Client 1. 2.	Witness on behalf of Consultant 1. 2.

Section 2: GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "The Client" means West Bengal Industrial Infrastructure Development Corporation hereinafter referred to as "WBIIDC".
- (b) "Proposer/Chartered Accountant Firm" means a chartered accountant firm (partnership) having relevant experience, that has participated in the proposal with an intention to enter into contract (with the Client) and shall include his/its heirs, legal representatives and successors.
- (c) The "Contract" shall mean agreement entered into between the Client and the Chartered Accountant Firm as recorded in the contract form signed by the parties including all attachments, the sealed quotation, the RFP documents and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein.
- (d) "Hired Consultant Firm" means the Chartered Accountant Firm which has been awarded the Contract for the services.
- (e) "Overhead Cost" means other incidental costs required to be borne for performing this assignment, to be quoted by the Chartered Accountant Firm for providing services other than the supply of manpower.
- (f) "Validity of Proposal" means the period for which the Proposer's proposal must remain valid after the submission date.
- (g) "Applicable Law" means the laws and any other instruments having the force of law.
- (h) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (i) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- (j) "GCC" means these General Conditions of Contract;
- (k) "currency" means the Indian National Rupee;
- (l) "Personnel" means persons hired by the Consultants as approved by Client and assigned to the performance of the Services or any part thereof;

- (m) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;
- (n) "Services" means the work to be performed by the Consultants pursuant to this Contract as mentioned in the TOR;
- (o) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and
- (p) "Third Party" means any person or entity other than the Client, the Consultants or a Sub-consultant.
- (q) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder

1.3 Language

This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Heading

The headings shall not limit, alter or affect the meaning of this Contract.

1.5 Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address as specified in the SC.

Notice will be deemed to be effective as specified in the SC.

A party may change its address for notice hereunder by giving the other Party notice of such change at the address mentioned .

1.6 Location

The Services shall be performed at such locations as are specified in TOR

1.7 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the authorized representative.

1.8 Taxes and Duties

The Consultants shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services.

2.2 Commencement of Services

The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date. The contract can be terminated with mutual agreement of both the parties.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.8 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date.

2.4 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein

2.5 Modification

Modification of the terms and conditions of this Contract, including any modification of the

scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 hereof, however, each party shall give due consideration to any proposals for modification made by the other Party.

2.6 Force Majeure

2.6.1 Definition

- a. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.6.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.6.3 Measures to be Taken

- a. A party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- b. A party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than seven (7) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible
- c. The Parties shall take all reasonable measures to minimize the event of Force Majeure consequences if any

2.6.4 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.6.5 Payments related to force majeure

Both the parties will have to bear their own cost during the force majeure.

2.6.6 Consultation

Not later than fifteen (15) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.7 Suspension

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding fifteen(15) days after receipt by the Consultants of such notice of suspension.

2.8 Termination

2.8.1 By the Client

The Client may, by not less than fifteen (15) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than thirty (30) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.8.1, terminate this Contract:

- a. if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.7 hereinabove, within fifteen (15) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- b. if the Consultants become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into dissolution whether compulsory or voluntary;
- c. if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;
- d. if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- e. if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
- f. if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.8.2 By the Consultants

The Consultants may, by not less than fifteen (15) day's written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.8.2, terminate this Contract:

- a. if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- b. as the result of Force Majeure, the Consultant are unable to perform a material

portion of the Services for a period of not less than thirty (30) days; or

- c. if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof

2.8.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses 2.8 hereof, or upon expiration of this Contract pursuant to Clause 2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 (ii) hereof, and (iv) any right which a Party may have under the Applicable Law

2.8.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.8.1 or 2.8.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses 3.9 or 3.10 hereof.

2.8.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.8.1 or 2.8.2 hereof, the Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Client):

- i. remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the effective date of termination
- ii. reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the effective date of termination; and

2.8.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause 2.8.1 or in Clause 2.8.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ

appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or Third Parties.

3.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants, as well as the Personnel and agents of the Consultants and any Sub-consultants, comply with the Applicable Law.

3.2 Conflict of Interests

3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the Discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub-consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Consultants and Affiliates not to be otherwise interested in Project

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-consultant and any entity affiliated with such Sub-consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub consultants nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- a. during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; or
- b. after the termination of this Contract, such other activities as may be specified by Client

3.3 Confidentiality

The Consultants, their Sub-consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Organisation, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Liability of the Consultants

The Consultants' liability under this Contract shall be as provided by the Applicable Law.

3.5 Insurance to be taken out by the Consultants

The Consultants (i) may take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the

coverage's, as necessary and (ii) If insurance is taken out, at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.6 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including the bases of the Consultants' costs and charges), and (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contact, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

3.7 Consultants' Actions requiring Client's prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- 3.7.1** appointing such members of the Personnel as are listed in Appendix B;
- 3.7.2** entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;

3.8 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in **Appendix A/E** hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

3.9 Documents prepared by the Consultants to be the Property of the Client

All reports and other documents prepared by the Consultants in performing the Services shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents.

3.10 Equipment and Materials furnished by the Client

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them in an amount equal to their full replacement value.

4. CONSULTANTS' PERSONNEL

4.1 General

The Consultants shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

4.2 Description of Personnel

- 4.2.1** The titles, agreed job descriptions, minimum qualification and estimated periods of minimum engagement of the key professionals is to be adhered.
- 4.2.2** If required to comply with the provisions of Clause 3.1.1 of this Contract, adjustments with respect to the estimated periods of engagement of Key personnel is to be increased. The consultant will have to take into account the requirement of personals and other relevant infrastructure required for timely completion of the services. Based on assessment of required professional, equipments and other infrastructure the consultant should quote the rates.
- 4.2.3** If additional work is required beyond the scope of the Services specified in TOR, the remuneration shall be fixed on mutually agreed terms.

4.3 Approval of Personnel

In respect of Key Personnel, which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of their bio-data. If the Client does not object in writing (stating the reasons for the objection) within seven (7) calendar days from the date of receipt of such bio-data, such Key Personnel shall be deemed to have been approved by the Client.

4.4 Working Hours, Overtime, Leave, etc.

Working hours and holidays for Key Professional shall be as per labour laws.

4.5 Removal and/or Replacement of Personnel

- 4.5.1** Once approved by the Client no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- 4.5.2** If the Client (i) finds that any of the key Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the key Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement of the person with qualifications and experience acceptable to the Client. Any such replacement shall be at risk & cost of the consultant.

5. OBLIGATION OF THE CLIENT

5.1 Assistance and Exemptions

The Client shall use its best efforts to ensure that:

- 5.1.1** the Client shall assist the Consultants, Sub consultants and Personnel in arranging work permits and such other documents as shall be necessary to enable the Consultants, Sub consultants or Personnel to perform the Services;

- 5.1.2 the Client shall issue to officials, agents and representatives of the agency all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

5.2 Access to Land

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub consultants or the Personnel of either of them.

5.3 Change in the Applicable Law

The consultant shall bear all financial implication, if, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties.

5.4 Services, Facilities and Property of the Client

The Client shall make available to the Consultants and the Personnel, for the purposes of the Services and free of any charge, the services and facilities as mentioned in clause 5.1 and 5.2.

5.5 Payment

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause 6 of this Contract.

6. PAYMENT TO THE CONSULTANTS

- a. Payment will be made on completion of all deliverables and submission of report.
- b. The aforesaid consideration will be paid by the Client to the Consultant within 15 days from the date of raising the invoice. Deduction towards Income Tax as applicable under the Income Tax Act, 1961, shall be made from all payments made to the Consultant.

7. Responsibility for Accuracy of Documents

7.1 General

- 7.1.1** The Consultant shall be responsible for accuracy of the data collected, by him directly or procured from other agencies/authorities. He shall indemnify the Client against any inaccuracy in the work. The Consultant will also be responsible for correcting inaccuracies, if any, at his own cost and risk.

7.2 Penalty

7.2.1 Penalty for delay

In case of delay in completion of services, a penalty equal to 0.05% of the contract price per day subject to a maximum 5% of the contract value will be imposed and shall be recovered from the payments due. However in case of delay due to reasons beyond the control of the consultant, suitable extension of time will be granted.

7.3 ACTION FOR DEFICIENCY IN SERVICES

7.3.1 Consultants liability towards the Client

Consultant shall be liable to indemnify the Client for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered by him.

7.3.2 Warning / Debarring

In addition to the penalty as mentioned in para 7.3, warning may be issued to the erring consultants for minor deficiencies. In the case of major deficiencies in the execution of the assignment involving time and cost overrun and adverse effect on reputation of Client, other penal action including debarring for certain period may also be initiated as per policy of Client.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

9.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract, which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement, may be submitted by either Party for settlement. If the dispute(s) is not resolved amicably then it shall be referred to arbitration and shall be dealt as per the provisions of the Arbitration & Conciliation Act, 1996 as amended upto date.

Section 3: SPECIAL CONDITIONS OF CONTRACT

**Number of
GC Clause**

A. Amendments of, and Supplements to, Clauses in the General Conditions

For the Consultant:

Attention:

Clauses in GCC	Provision of SCC
1.1	<p>1.1 The addresses are:</p> <p><i>For the Client:</i> The Chief Executive Officer, West Bengal Industrial Infrastructure Development Corporation, Plot No 10,Block DJ, Sector II, Salt Lake, Kolkata-700091, Tel: No +91-033-2321-5800-02/5804-08, Fax +91-033-2321-5803/09 Email:wbiidc.ho@gmail.com</p>
1.5	<p>1.5 Notice will be deemed to be effective as follows:</p> <p>(a) in the case of personal delivery or registered mail or courier, on delivery;</p> <p>(b) On receipt of electronic mail at the mail id :- wbiidc.ho@gmail.com</p>
2.2	The time period shall be "four days" or such other time period as the parties may agree in writing
3.5	Not Applicable. However, Consultant may take any professional Insurance at its own discretion and cost.

Section 4: TERMS OF REFERENCE

[As per RFP]

Section 5: SCHEDULE OF PRICES

[As per RFP]

Section 6: MINUTES OF CONTRACT NEGOTIATIONS

APPENDICES

TECHNICAL PROPOSAL
(ANNEXURE-B)

LETTER OF AUTHORITY TO ATTEND MEETINGS

Proposal No.

Date:

To,
The Chief Executive Officer,
West Bengal Industrial Infrastructure Development Corporation,
Plot No 10, Block DJ, Sector II,
Salt Lake,
Kolkata-700091,

Sub: Authorization for attending meetings.

Dear Sir,

I/We _____ hereby authorize following representative(s) to attend Pre Proposal Meeting, Technical Proposal opening, Financial Proposal opening and for any other correspondence and communication against above Proposal Document:

1. Name & Designation _____Signature
2. Name & Designation _____Signature

I/We confirm that I/we shall be bound by all commitments made by aforementioned authorized representatives.

Yours faithfully,

Signature,

Name & Designation

For and on behalf of

Note: This letter of authority should be on the letterhead of the proposer and should be signed by a person competent and having the power of attorney to bind the proposer.