

Memo No. 1441/HIDCO/ADMN-3760/2020

Date: 30/04/2020

**NOTICE INVITING EXPRESSION OF INTEREST**  
**FOR ALLOTMENT OF WBHIDCO LAND AT BENGAL SILICON VALLEY IT HUB IN NEW TOWN, KOLKATA**  
**ON '99 YEARS LEASE-HOLD' BASIS**

**5<sup>TH</sup> PHASE**

WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. (WBHIDCO), a Government of West Bengal Enterprise under the Department of Urban Development and Municipal Affairs, Government of West Bengal, invites sealed applications for allotment of vacant plots of land located in the 'Bengal Silicon Valley IT Hub' of New Town, Kolkata from 1) organisations willing to set up units in Information Technology/Information Technology enabled Services (ITeS)/ IT & ITeS activities relating to Telecom Projects etc. (as described in the Annexure-A of the E.O.I document) and who are lessees of plots in Bantala IT Complex and have opted for surrendering their plots in Bantala IT Complex along with immovable properties thereon, if any, to the MSME&T Department, in exchange of allotment of plots in 'Bengal Silicon Valley IT Hub' after value adjustment, subject to the condition that all pending court cases concerning the stakeholders in this regard are to be withdrawn and 2) diverse Firms/Institutions willing to set up units in Information Technology/Information Technology enabled Services (ITeS)/ IT&ITeS activities relating to Telecom Projects etc. (as described in the Annexure-A of the E.O.I document) in 'Bengal Silicon Valley IT Hub' in New Town, Kolkata upto 29-05-2020 , on all working days , from 11am to 5 pm. Last date and time of application is 29-05-2020 (17:00 Hrs).

The vacant plots of land for allotment in this phase are indicated in Schedule - A.

An Earnest Money amounting to Rs.25 Lakhs (Rupees Twenty Five Lakh) only for a plot of land shall have to be deposited only through Demand Draft/Banker's Cheque/NEFT/RTGS in favour of West Bengal Housing Infrastructure Development Corporation Ltd. payable at Kolkata along with the application. Offers without EMD will be rejected outright and will not be considered. EMD of unsuccessful applicants shall be refunded without interest while that of successful applicants shall be adjusted against the offered land premium. One applicant intending to apply for more than one plot shall have to deposit EMD as applicable, separately with separate application. Application for each plot shall be accompanied by EMD of Rs.25 Lakhs (Rupees Twenty Five Lakh) only.

Documents complete in all respects and signed on all pages along with the Earnest Money are to be inserted in a sealed envelope, which should be super-scribed "OFFER FOR ALLOTMENT OF WBHIDCO PLOT OF LAND (PLOT NO.....) IN BENGAL SILICON VALLEY IT HUB IN NEW TOWN, KOLKATA' in the manner stated in details in the website <http://www.wbhidcoltd.com> and have to be submitted at HIDCO BHABAN, Premises No.35-1111, Biswa Bangla Sarani, 3<sup>rd</sup> Rotary, New Town, Kolkata-700156 upto 29-05-2020, on all working days, from 11am to 5 pm. Last date and time of application is 29-05-2020 (17:00 Hrs).

## Expression of Interest for 'Bengal Silicon Valley IT Hub' in New Town, Kolkata

Firms/Institutions willing to set up units in IT/ITeS/ITeS activities relating to Telecom projects etc. as described in the Annexure-A of the E.O.I document in 'Bengal Silicon Valley IT Hub' in New Town, Kolkata are required to submit applications complete in all respect only upto 29-05-2020, on all working days , from 11am to 5 pm. Last date and time of application is 29-05-2020 (17:00 Hrs).

Offers/Project Proposals submitted by the intending Firms/Institutions will be evaluated as per norms laid down in this regard.

In case one plot is applied by more than one applicant, the procedure for evaluation shall be according to the procedure laid down in clause 11. C of E.O.I.

WBHIDCO Ltd reserves the right to accept / reject any or all offers at its sole discretion without assigning any reason whatsoever and the same will be binding on the Applicants.

E.O.I documents containing Application Form with detailed terms & conditions and the Tender Document can be seen and downloaded from WBHIDCO website <http://www.wbhidcoltd.com>.

It is notified for information of the applicants that the instant offer is subject to approval of the Government of West Bengal.

  
JOINT MANAGING DIRECTOR (ADMN)  
WBHIDCO LTD.

EXPRESSION OF INTEREST FOR ALLOTMENT  
OF WBHIDCO LAND  
AT  
BENGAL SILICON VALLEY IT HUB  
IN NEW TOWN, KOLKATA  
ON '99 YEARS LEASE-HOLD' BASIS FOR  
5<sup>TH</sup> PHASE

Schedule of WBHIDCO Plots of Land at 'Bengal Silicon Valley IT Hub' in New Town, Kolkata proposed for allotment on 99 years Lease hold basis (5<sup>th</sup> Phase )

Sl. No.	Action Area	Plot No.	Approx. Area in Acre
1	II E	SV-5	21.752
2	II E	SV-23	6.347
3	II E	SV-24	6.347
4	II E	SV-13	6.000
5	II E	SV-10	5.590
6	II E	SV-11	5.590
7	II E	SV-14	5.000
8	II E	SV-21	1.000
9	II E	SV-12/1	0.876
10	II E	SV-12/2	0.876
11	II E	SV-5/11	0.768
12	II E	SV-13/1	0.726
13	II E	SV-17/3	0.250
14	II E	SV-5/2	0.248
15	II E	SV-5/3	0.248
16	II E	SV-5/4	0.248
17	II E	SV-5/5	0.248
18	II E	SV-5/6	0.248
19	II E	SV-5/7	0.248
20	II E	SV-5/8	0.248
21	II E	SV-5/9	0.248
22	II E	SV-5/10	0.248
		<b>Total</b>	<b>63.354</b>

Expression of Interest for 'Bengal Silicon Valley IT Hub' in New Town, Kolkata



Figure 1: Plot Map of 'Bengal Silicon Valley IT Hub' in New Town, Kolkata

**1. Background**

- i. The Government of West Bengal has adopted a policy for allocation of land by WBHIDCO Ltd. for technology based enterprises working in the domains of Information Technology/Information Technology enabled Services (ITeS)/Telecom etc. as specified in Annexure-A of this EoI document. The 'Bengal Silicon Valley IT Hub' is proposed to be set up in the style of 'Silicon Valley' of USA in plot No. IIE/2, IIE/2/2, IIE/57, New Town, Kolkata, measuring about 200 acres in area.
- ii. 'Bengal Silicon Valley IT Hub' has been envisaged in the style of 'Silicon Valley' of USA for *Knowledge Based Enterprises* with the objective to create and nurture talent and invite large investments in this Sector which will have definite multiplier effect in the economic growth of the State leading to higher industrial growth and creation of employment.

**2. Policy for Land Allotment in Bengal Silicon Valley IT Hub**

i) Objectives

It is envisaged that the proposed Bengal Silicon Valley IT Hub will be leveraged by industries, professionals, investors, students and educational institutes to foster the creation of innovative technology-led business models in the IT Sector, products and services which can grow into large enterprises with a global footprint. Following are few specific goals for the Bengal Silicon Valley technology hub:

- Tech led employment generation and State GDP boost
- Branding the state of West Bengal and the city of Kolkata a tech savvy and tech friendly city
- Signal to the broader tech ecosystem (in India and globally) to actively consider Kolkata as an attractive technology hub in India

The underlying objective is to promote a culture of innovation and research on new and emerging technologies. The hub is proposed to be set up on approximately 200 acres of area in Action Area II, New Town, Kolkata, near Eco Park, a strategic location which can be reached within ten minutes from the Kolkata International Airport. The New Town-Sector V twin towns, together, have more than 74 IT companies and boasts of an ecosystem which is conducive to the growth of IT/ITeS enterprises. West Bengal has 900(+) IT/ITeS companies, constituting close to 90% of Eastern India's IT/ITeS workforce.

The Bengal Silicon Valley, an Information Technology Hub has been set up to attract investment in IT/ITeS/Telecom projects with employment potential and also to build as an IT Hub for cutting-edge technologies and innovation. This will help to nurture and develop a unique and distinctive ecosystem for emerging technology of Industry 4.0 with major focus on research and innovation. The underlying objective is to promote a culture of IT led innovation and research on new and emerging technologies.

The Bengal Silicon Valley IT Hub will be a futuristic hub that will catalyse the IT ecosystem in the state and will act as a beacon for the IT industry.

### ii) Components

This world-class technology hub will provide the entire gamut of physical infrastructure to accommodate tech-led enterprises from different domains.

The proposed Bengal Silicon Valley IT Hub is expected to be home to MNCs, start-ups, incubators, investors, all working on deep innovation in technology and tech-enabled business applications/models. Stellar research on emerging technologies, driving industry and beyond may be a key feature with which the hub can be globally identified. In future, this hub will be a center of research & development of emergent technologies-a future gateway of technology powerhouse in South Asia.

### 3. About New Town

- i. New Town is situated in the North Eastern Fringes of Kolkata and is fast emerging as one of India's latest and fastest-growing planned new cities. It is situated adjacent to Salt Lake City and is in close proximity to the Netaji Subhash Chandra Bose International Airport, Kolkata.



Figure 2: Location Map of New Town

- ii. The town has a planned population of 1 million with a proposed 0.5 million additional floating population. Around 36,400 dwelling units have already been constructed and a further 20,000 dwelling units are under construction. It is expected that the town shall have around 200,000 dwelling units catering to the housing needs of the planned population in due course.
- iii. The town has already attracted investments from leading players such as TCS, Infosys, WIPRO, DLF, Candor, ITC-Infotech etc. A Financial Hub/FinTech Hub is located nearby where leading banks like SBI, BoB, NIC, UBI, UCO, HDFC, etc. have invested.

### 4. Project Rationale

The Rationale for setting up the Bengal Silicon Valley IT Hub at New Town is as follows:

## Expression of Interest for 'Bengal Silicon Valley IT Hub' in New Town, Kolkata

---

- ii) As a Gateway to North East: Kolkata acts as the Gateway to the North Eastern States. With its proximity to the Kolkata Airport, the Silicon Valley IT Hub is well placed to serve the neighbouring countries of Bangladesh, Bhutan, Nepal & South East Asia.
- iii) The Silicon Valley IT Hub is in New Town, Rajarhat which, together with adjoining Sector V, Salt Lake, is the IT & E Hub of Eastern India with technical manpower, IT & E enterprises and educational institutions.
- iv) Strong Physical and Social Infrastructure: The town is being developed in a highly planned manner with strong infrastructure. It is also being backed up by significant investment in supporting infrastructure. An excellent convention center along with co-located hotel with capacity of 100 rooms is commissioned. Other infrastructure, social and physical, include Eco Park, New Town Business Club, Golf Area, Swimming Pools, Plug & Play infrastructure, quality Power/Water/Sanitation/OFC networks and a Metro Link under construction.

WBHIDCO LTD. now invites sealed offers for allotment of the plots of land in the Bengal Silicon Valley IT Hub in New Town, Kolkata in the form of 'Expression of Interest' by way of transfer, on 'Lease-Hold' basis for a period of 99 years', subject to terms and conditions as at Sl. No. 11 of the notice seeking EOI, as per schedule – A of list of vacant plots of land located in the 'Bengal Silicon Valley IT Hub' of New Town, Kolkata upto 29-05-2020, on all working days, from 11am to 5 pm. Last date and time of application is 29-05-2020(17:00 Hrs) from:

- (1) Organisations willing to set up units in Information Technology/ Information Technology enabled Services (ITeS)/ IT & ITeS activities relating to Telecom Projects etc. (as described in the Annexure-A of the E.O.I document) who are lessees of plots in Bantala IT Complex and have opted for surrendering their plots in Bantala IT Complex along with immovable properties thereon, if any, to the MSME&T Department, in exchange of allotment of plots in 'Bengal Silicon Valley IT Hub' after value adjustment subject to the condition that all pending court cases concerning the stakeholders in this regard are to be withdrawn ; and
- (2) Diverse Firms/Institutions (as described in the Annexure-A of the E.O.I document) willing to set up units in IT/ITeS/ITeS activities relating to Telecom projects, etc. in 'Bengal Silicon Valley IT Hub' in New Town, Kolkata.

### 5. Special Promotional Price of the plots of land

The Special Promotional Price of the plots of land is @ Rs.4.70 Crores (Rupees Four Crores Seventy Lakh) per acre as one time lease premium (excluding of applicable tax, if any), applicable for each of the plots of land offered. The annual lease rent is Rs. 1000/- (Rupees one thousand) per acre exclusive of GST on the lease premium. This Special Promotional Price of Rs. 4.70 Crores per acre will remain valid for one and half years and will be reviewed by the Government of West Bengal thereafter.

### 6. Earnest Money Deposit

An Earnest Money amounting to Rs.25 Lakhs (Rupees Twenty Five Lakh) only for each plot of land shall have to be deposited only through Demand Draft/Banker's Cheque/NEFT/RTGS in favour of

## Expression of Interest for 'Bengal Silicon Valley IT Hub' in New Town, Kolkata

West Bengal Housing Infrastructure Development Corporation Ltd. payable at Kolkata along with each application.

Offers without EMD will be rejected outright and will not be considered. EMD (without interest) of unsuccessful applicants shall be refunded while that of successful allottees shall be adjusted against the offered lease premium. After being declared as successful allottee by the process of allotment spelt in this E.O.I in sl. no. 11 of this document, if the successful allottee in any case fails to comply any term or condition expressed in this E.O.I, EMD will be forfeited. In case of payment through NEFT/RTGS, the EMD amount must be credited to WBHIDCO account before the submission date of the application/project proposal failing which the application will be treated as cancelled. One applicant intending to apply for more than one plot shall have to deposit EMD as applicable for each plot separately.

Application for each plot shall be accompanied by EMD of Rs. 25 Lakhs (Rupees Twenty Five Lakh) only. List of plots available is indicated in Schedule - A.

### 7. Bank details for Earnest Money Deposit

The Name of Bank branch, IFS Code, Account number and Account name are as follows:-

1)	Name of Bank branch	Andhra Bank, Salt Lake City Branch
2)	IFS Code-	ANDB0001023
3)	Account number	102311011000134
4)	Account name	West Bengal Housing Infrastructure Development Corporation Limited

### 8. Condition of Allotment

- i. The Applicants may apply for any particular plot of land as stated in the Schedule-A according to their choice. They should quote the plot number of land keeping in view the Special Promotional Price fixed hereinabove.
- ii. All development envisaged by the allottee must be started within 6 months of delivery of the possession of the plot of land/(s) and must be completed within 03 (three) years from the date of possession of the plot of land. Allotted Land / Area not utilized by the allottee shall be forfeited without exception.
- iii. The allottee shall use the land for setting up of Industry in IT/ITeS/Telecom domain and shall commence commercial operation within 3 (three) years from the date of possession of the plot of land. Extension of time shall not be granted under any circumstances and the land will be resumed if commercial operation does not commence within 3 (three) years from the date of handing over of possession of plot / plots.

- iv. Allottees shall take up only IT/ITeS/Telecom related activities on the land allotted to them at the Special Promotional Price. In the Master Plan for the project area, WBHIDCO will earmark plots totaling to about 5 acres for essential services (Health, Banking, Shopping Centre and others, as may be necessary) which shall be allotted at commercial rates separately in subsequent phases.
- v. In case of tie between applicants (multiple applicants applying for the same plot), allotment of land would be conducted through procedure mentioned in sl. No. 11.C - "Mode of Allotment proposed".

**9. Eligibility Criteria for Land Allotment in Bengal Silicon Valley IT Hub**

Following table provides the eligibility criteria for land allotment in the Bengal Silicon Valley IT Hub:

Sl. No.	Basic Requirement	Eligibility Criteria	Documentary Proof
1.	Purpose of engagement in Bengal Silicon Valley IT Hub	Applicant's project proposal should exclusively be to implement IT/ITeS/ITeS activities relating to Telecom projects etc. in Bengal Silicon Valley IT Hub	Project proposal for plot allotment in Bengal Silicon Valley IT Hub
2.	Purpose of Engagement in Bengal Silicon Valley IT hub, and exchange with plots and immovable properties thereon, if any, in Bantala IT Complex	(i) Applicant's project proposal should exclusively be to implement IT/ITeS/ITeS activities relating to Telecom projects etc. in Bengal Silicon Valley IT Hub (ii) Applicants from the Information Technology/ Information Technology enabled Services (ITeS)/ IT & ITeS sector who are lessees of plots in Bantala IT Complex and have opted for surrendering their plots in Bantala IT Complex along with immovable properties thereon, if any, to the MSME&T Department, in exchange of plots in 'Bengal Silicon Valley IT Hub' after value adjustment subject to the condition that all pending court cases concerning the stakeholders in this regard are to be withdrawn	(i) Project proposal for plot allotment in Bengal Silicon Valley IT Hub (ii) Copy of receipt of application submitted to MSME&T Department and UD&MA Department (iii) Copy of Lease Deed

**10. Mode of Application**

- i. The Expression of Interest must be submitted by the intending Firms/Institutions in the domains specified in Annexure-A viz. IT, ITeS, ITeS activities relating to Telecom projects etc., in three separate sealed packets as PACKET-A, PACKET-B and PACKET-C. PACKET-A and PACKET-B must be placed in a larger packet mentioning the name and address of the organization super-scribing "OFFER FOR ALLOTMENT OF WBHIDCO PLOT OF LAND (PLOT NO.....) IN BENGAL SILICON VALLEY IT HUB IN NEW TOWN, KOLKATA".
  
- ii. The PACKET-A is to contain (a) Application for allotment of WBHIDCO Plot of land in the 'Bengal Silicon Valley IT Hub' in New Town, Kolkata as per Proforma (Annexure-B), (b) Organization Details (Annexure-C), (c) Power of Attorney (Annexure-D) and (d) A consent letter agreeing to pay the lease premium and annual lease rent @ Rs.1000/- (exclusive of GST) per acre of the respective plot offered, and the price of the plot of land, which the participating organization may be allotted on 99 years lease hold (Annexure-E) along with the following documents as the technical qualification of the applicant Institution.:-
  - a) Required documents reflecting as proof of Eligibility Criteria mentioned in Sl. No. 9 of this E.O.I document.
  - b) Company Profile/Institution Profile.
  - c) Registration/Enrolment document from appropriate / concerned authority.
  - d) Annual Report (with audited accounts) for the last three financial years ending on 31-03-2019 .
  - e) Signed Statement of average Annual Turnover of the last three financial years ending on 31<sup>st</sup> March, 2019.
  - f) Report on shareholding pattern, if applicable.
  - g) Undertaking to the effect that the applicant has not been declared insolvent in any Court of Law or Tribunal or otherwise.

If the applicant is eligible under Clause 9(2) of the E.O.I Document, the following additional documents are also to be provided:-

- a) Copy of receipt of application submitted to MSME&T Department and UD&MA Department in terms of memorandum no.57-ACS/IT/O/43/2005(Pt-III)A/Part-IV dated 25-01-2019 of IT&E Department, Government of West Bengal
  
  - b) Undertaking that no litigation is pending in any court of Law or Tribunal in respect of the plot , along with the immovable properties thereon, if any, at Bantala IT Complex which is being surrendered by the applicant.
- iii. For any short fall of document(s), WBHIDCO Ltd. at its discretion may allow time for compliance. If any information furnished by the applicant is found to be incorrect/misrepresentative, the application will be treated as cancelled.
  
  - iv. The PACKET- B is to contain a) an application in specific proforma (Annexure-F) quoting the plot number of the land, which the applicant likes to have against the given price, with time bound plans and programmes for implementation of the Project b) Concept Project Plan with C.O.D. and action plan and Project Proposal with plot lay-out for plot allotment in Bengal Silicon Valley IT Hub

## Expression of Interest for 'Bengal Silicon Valley IT Hub' in New Town, Kolkata

The PACKET-C is to contain Earnest Money, as applicable, in the form of Demand Draft/Banker's Cheque/NEFT/RTGS in favour of West Bengal Housing Infrastructure Development Corporation Ltd. payable at Kolkata, and to be submitted separately with the application.

- v. Applications from willing Firms/Institutions will be received upto 29-05-2020, on all working days, from 11am to 5 pm in the WBHIDCO Bhavan. Last date and time of application is 29-05-2020 (17:00 Hrs). Offers/Project Proposals submitted by the intending Firms/Institutions will be evaluated as per norms laid down in this regard.

For any queries and clarification the following Officers of WBHIDCO may be contacted:-

Joint Managing Director Ph. : (033) 2324 6005	General Manager (Admn) Ph. : (033) 2324 6010	email : info@wbhidco.in
--	---	----------------------------

### 11. Terms and Conditions

- A. Allotment of plots in "Bengal Silicon Valley IT Hub" to the selected Companies will be made with provisions of grant of lease for 99 (ninety-nine) years on achievement of C.O.D. as specified in Sl. No. 11.B. and on prior approval of the Government for conducting projects related to domains specified in Annexure-A with approval of the Information Technology and Electronics Department, Govt. of West Bengal, based on the capability and capacity of the applicant concerned, on 99 years lease by WBHIDCO Ltd. Project proposals may be finally accepted by WBHIDCO after due approval of the Standing Committee of the Cabinet on Industry, Infrastructure and Employment and thereafter provisional Letter of Intent (LOI) for allotment of land is issued to the approved applicants by WBHIDCO.
- A1. Organisations willing to set up units in Information Technology/ Information Technology enabled Services (ITeS)/ IT &ITeS activities relating to Telecom Projects etc. (as described in the Annexure-A of the E.O.I document) , who are lessees of plots in Bantala IT Complex and have opted for surrendering their plots in Bantala IT Complex along with immovable properties thereon, if any, to the MSME&T Department, in exchange of allotment of plots in 'Bengal Silicon Valley IT Hub' after value adjustment, may apply subject to the condition that all pending court cases concerning the stakeholders in this regard are to be withdrawn. Such applicant shall become eligible only after they have applied for unconditional surrender of their plots, along with any immovable properties thereon, at Bantala IT Complex to MSME&T Department and UD&MA Department simultaneously, and in the event of acceptance of their proposal after due approval of the Standing Committee of the Cabinet on Industry, Infrastructure and Employment , provisional Letter of Intent (LOI) will be issued in its favour, to pay the Lease Premium for the plot reduced by the prevailing market value of their plots, along with any immovable properties thereon, as assessed by the MSME&T Department and L&LR and RR&R Department. However, such applicants may apply subject to the following conditions:-
- Organizations having only a plot of land without a completed structure (with PoC issued) in Bantala IT complex shall be permitted to apply only for a plot given in Schedule – A which is either of equal or less quantum of the land of the applicant in the Bantala IT Complex.
  - Organizations having completed structure/ buildings on its plots [plots of land + completed structure/ building (with PoC issued) thereupon] in Bantala IT complex shall be permitted to apply for a bigger plot, as given in Schedule-A, up to 125% of the area of its plot area in Bantala IT complex.

B. Allottee shall be deemed to have achieved Commercial Operations Date (COD) upon the occurrence of all the following events:

- (a) the Project is constructed and completed in all respects in accordance with the Sanctioned Building Plan, as well as in accordance with the specifications and Concept Project Plan of allottee and Project Proposal;
- (b) The Allottee has commenced regular commercial operations to the scale as envisaged in the approved Concept Project Plan to the satisfaction of WBHIDCO who may obtain the views of IT&E Department for this.
- (c) If the plot is allotted as per Clause 11.C.(ii), (iii) and (v) of the EoI, the Commercial Operations Date shall be achieved by the allottee within 36 (thirty six) months from the date of handing over of possession of the plot.

If the plot is allotted as per Clause 11.C.(iv) of the EoI, the Commercial Operations Date shall be achieved by the allottee within Commercial Operations Date proposed by the allottee.

C. Mode of Allotment proposed

*The following explains the step by step process of land allotment in the Bengal Silicon Valley IT Hub:*

- i) Applications from willing Firms/Institutions will be received upto 29-05-2020, on all working days, from 11am to 5 pm., in the WBHIDCO Bhavan. Last date and time of application is 29-05-2020 (17:00 Hrs).
- ii) If during the above mentioned duration, single application is received against any single plot, the proposal will be given to IT&E Department/WBEIDC (WEBEL) Board for judging eligibility and to be placed subsequently to HIDCO Board with IT&E Department/WBEIDC recommendation plot-wise for selection of applications for project proposals and requirement of land for BSV IT Hub. The proposal for allotment of a particular land will finally be placed before the Standing Committee of the Cabinet on Industry, Infrastructure and Employment for final approval.
- iii) Thereafter, for remaining plots, where more than one application are received against any single plot, all applicants eligible under Clause 9, who have applied for allotment of the same plot, will be given an opportunity to withdraw their applications within 5 PM of next 03 (three) working days from date of intimation in this regard from WBHIDCO Ltd. Earnest Money Deposit of applicant who withdraw at this stage shall be refunded without any interest . If this results in any plot with single resultant application, the plot will be allotted firmly as per the procedure.
- iv) Thereafter, the remaining eligible applicants against any single plot will be offered to join in a closed table bid on C.O.D. as defined in Sl. No. 11.B. on another prefixed date and time at HIDCO Bhavan. If there are more than 1(one) bidder for a particular plot, and if through discussion, no resolution is obtained, then the party offering an earlier C.O.D will be allotted the plot.
- v) After finalization of the bidding process of any plot, the loser(s) of the bid process will be offered to apply for any plot still remaining vacant due to non-application following their offered bid price.

- vi) If the selected party fails to meet its obligation of achieving early C.O.D before 36(Thirty Six) months as indicated in this methodology, then he shall be liable to pay a penalty of additional 4% of the Lease Premium from the assured early date indicated till 36 months in addition to any occupation charges leviable as provided for in 11D(iii)(a)(1).

**D. Other Conditions:**

**i. Utilization of Land:**

- a. Allotment Agreement with permission for development will be signed between the allottee & WBHIDCO Ltd. upon receipt of the full payment of land premium. ALLOTMENT AGREEMENT WILL BE BANKABLE. The agreement will allow submission of building plans, getting N.O.C for statutory authorities including Fire/Environment etc. However, the lease deed shall only be executed once Commercial Operation is successfully started. Mortgage of Interest in land will be allowed as per Land Allotment Policy after execution of lease deed.
- b. Lease Deed will be executed between the selected Companies (hereinafter called as allottee) exclusively for implementation of the project as proposed by the allottee and the WBHIDCO Ltd. after commencement of commercial operation at the said plot.
- c. Change of use of land from implementing projects related to domains specified in Annexure-A purposes shall not be allowed.

**ii) Timeframe for Commencement of Commercial Operations:**

- a) The allottee shall use the land for setting up industry in projects related to domains specified in Annexure-A as put forth in its allotment proposal and as subsequently approved within the stipulated period of time.
- b) The allottee shall within (6) six months of being put in possession of the said plot/land commence construction of the building(s) after obtaining necessary clearances from competent authorities and in accordance with the sanctioned building plans and applicable building rules.
- c) The allottee shall commence regular commercial operations to the scale as envisaged in the approved project concept plan, having duly erected buildings, procured necessary tools/machinery for production, employed adequate manpower and obtained regular power supply connection within (36) thirty six months of being put into possession of the said plot

**iii) Surrender of Land**

- a. As and when the said plot is no longer required by the allottee for the aforesaid purpose, the allottee shall forthwith relinquish and restore the land in favour of the WBHIDCO Ltd., provided such surrender of the property by the allottee is made before cancellation of the allotment by the WBHIDCO Ltd. for breach of any of the covenants of the allotment Agreement. In the event of

## Expression of Interest for 'Bengal Silicon Valley IT Hub' in New Town, Kolkata

surrender, refund of the Lease Premium for the plot paid by allottee shall be made without any interest, after making deductions as under:

- 1) Amount to be deducted, cumulatively, as follows on the cost of the original allotment taking the period of occupation of the said plot into account

Occupation period (No. of years from the date of possession)	% of lease premium to be deducted per annum or part thereof, cumulatively
Up to 1 year	1%
2 years	1%+ 1% =2%
3 years	1%+ 1% + 2% =4%

- 2) Amount paid towards processing fee, extension fee, penalties and surcharges shall not be refunded.
- 3) Dues in respect of water charges will be deducted for the actual consumption as against the minimum rate as per Water supply.
- 4) In case power supply was obtained by the allottee, no dues certificate and a certificate of dismantling the service meter issued by the authority should be submitted by the allottee.
- 5) The allottee shall also clear the property taxes to the local bodies and certificate to this effect should be furnished.
- 6) If there are any buildings on the said plot, existing at the time of surrender of the said plot, the WBHIDCO Ltd. may at its option either recover the cost of removal of the said buildings as assessed by it or direct the allottee to remove the buildings at allottee's cost within such time as may be allowed by the WBHIDCO Ltd.

#### iv. Resumption of Land:

WBHIDCO Ltd. shall be entitled to re-enter into or upon the said plot and resume possession thereof, under any of the following conditions:

- a. Upon non utilization of the land that is if it is kept vacant and/or non-operational:

If the allottee fails to comply with the timeframe of setting up commercial operations in Bengal Silicon IT Valley hub as described in the aforementioned clauses, the allotment made shall be liable to be cancelled and the WBHIDCO Ltd. shall have a right to resume possession of the said plot and also of the buildings standing thereon upon the said plot.

- b. Upon non-commencement of commercial operation within 36 months from the date of possession of land,

The allottee shall use the land for setting up of Industry in projects related to domains specified in Annexure-A and shall commence commercial operation within 3 (three) years from the date of possession of the plot of land. In case allottee fails to commence regular commercial operations in projects related to domains specified in Annexure-A in Bengal Silicon Valley IT Hub in Newtown, Kolkata as per the approved project plan, within (36) thirty six months from the date of possession of the said plot, the allotment made shall stand automatically cancelled and Extension of time shall not be granted under any circumstances and the land possession will be resumed by the WBHIDCO Ltd. if commercial operation does not commence within 3 (three) years.

c. Upon breach of any of the covenants of the Allotment Agreement:

If the Allottee commits breach of any conditions, the allotment of land shall stand cancelled and the agreement will be terminated without any notice and WBHIDCO Ltd. shall have a right to resume possession of the said plot and also of the buildings standing thereon upon the said plot.

d. Upon discontinuation of commercial operations:

When the lease deed will be executed and handed over to the concerned organization (i.e. allottee), the organization (i.e. allottee) shall not go into hibernation phase.

In case the allottee discontinues its existing business operations in projects related to domains specified in Annexure-A, it shall inform WBHIDCO Ltd. of the same. In case of discontinuity of operations for (6) six months or more as determined by a competent authority, the WBHIDCO Ltd. may seek explanation from the allottee regarding the proposed use for the said plot and commercial operations recommencement date.

Recommencement date shall mean the date of recommencement of regular commercial operations as proposed by the allottee in response to the explanation sought from the WBHIDCO Ltd. regarding discontinuity of business operations in Bengal Silicon Valley IT Hub subject to approval by the WBHIDCO Ltd. and the maximum discontinuity period shall not, in any case, be more than 12 (twelve) months.

In case of no satisfactory reply is received from the allottee within the defined time frame as decided by the competent authority or passage of the Recommencement Date without allottee resuming its business operations in projects related to domains specified in Annexure-A in Bengal Silicon Valley IT Hub New Town, Kolkata, the allotment and lease shall be liable to be cancelled and WBHIDCO Ltd. shall be entitled to re-enter into or upon the said plot and resume possession thereof the said plot and also of the buildings standing there upon the said plot and the same shall thereafter vest in the WBHIDCO Ltd. as in their former estate.

In case of three such incidences are found to be occurred at any point during the lease period for maximum discontinuity period of 03(three) years in total, allotment of said plot and lease deed shall be liable to be cancelled and the WBHIDCO Ltd. shall be well within its rights to resume possession of the said plot.

v. Compensation upon resumption of said plot:

- a. In case of resumption of the said plot, all payments made by the Lessee shall remain forfeited.
- b. If there are any buildings on the said plot other than the said plot existing at the time of resumption of the said plot, the Lessor may at its option either consider refund for the cost of buildings as assessed by it after the assessed cost is collected from the incoming party or otherwise direct the Lessee to remove the buildings at Lessee's cost within such time as may be allowed by the Lessor.

vi. Other Points

- a. The allottee shall not directly or indirectly transfer, assign, sell, encumber or part with its interest in the allotted land either in part or in whole in any manner whatsoever, or sublet, underlet, or rent or part with possession of the leased land without obtaining prior written approval from WBHIDCO Ltd. at any time during the lease period. It shall be open to the WBHIDCO Ltd. to grant or refuse approval or impose any conditions, if considered necessary and desirable.
- b. The allotment of the plot shall at no point create any ownership rights in favor of the allottee and the ownership of the land shall remain with the WBHIDCO Ltd.

**12. Payment Terms**

- A. In case of applicants eligible under Clause 9(1) of this E.O.I document, 25% of the Lease Premium for the plot as indicated will be payable within 30 days of selection, rest 75% within 150 days of selection. Failure to meet aforesaid payment terms would lead to cancellation of the offer of allotment and forfeiture of the deposit, if any.
- B. In case of applicants eligible under Clause 9(2) of this E.O.I document, 25% of the Lease Premium for the plot as indicated will be payable within 30 days of selection. The remaining 75% of the Lease Premium for the plot shall be reduced by the amount of prevailing market value of the plot along with immovable properties thereon, as assessed by the MSME&T Department and L&LR and RR&R Department, and shall be payable within 150 days from the date of issue of provisional L.O.I or within 15(fifteen) days from the date of issue of notification of assessed value of their landed property in Bantala IT complex, whichever is later. Failure to meet aforesaid payment terms would lead to cancellation of the offer of allotment and forfeiture of the deposit.

**13. Other details of the plots**

- a) Each plot is a stand-alone plot and accordingly separate sets of application have to be submitted for separate plots. An Earnest Money amounting to Rs. 25 Lakhs (Rupees Twenty Five Lakh) only for plot/(s) of land shall have to be deposited only through Demand Draft/Banker's Cheque/NEFT/RTGS in favour of West Bengal Housing Infrastructure Development Corporation Ltd. payable at Kolkata along with the application. Offers without EMD will be rejected outright and will not be considered. EMD of unsuccessful applicants or those who withdraw their application as provided in Clause 11(C)(iii) shall be refunded without interest while that of successful applicants shall be adjusted against the offered lease premium. One applicant intending to apply for more than one plot shall have to deposit EMD as applicable separately for each plot, but the Competent Authority of WBHIDCO may consider or reject the second or subsequent plot application. Application for each plot shall be accompanied by EMD of Rs.25 Lakhs (Rupees Twenty Five Lakh) only. If any plot is surrendered after being selected bidder, the earnest money will be forfeited.
- b) The Allottee will have to pay the Property Taxes and other taxes and fees, as applicable.
- c) After execution of lease deed on attaining commercial operations for any kind of sub-leasing or for further assignment, the permission of WBHIDCO is essential. Conditions of assignment will be governed by the conditions of the lease. If lease condition is not violated, the lease may be renewed with the same usage proposal of the plot at negotiable rate.

## Expression of Interest for 'Bengal Silicon Valley IT Hub' in New Town, Kolkata

---

- d) WBHIDCO will provide basic infrastructure like roads, power, drainage, Sewer connection, optical fibre ducts at prescribed fees/taxes. However, charges for construction/final power, water connection/usage, sewer connection etc. when payable, have to be borne by the Allottee.
- e) The right of record of land will remain in the name of WBHIDCO.

WBHIDCO reserves the authority to cancel / defer / postpone / extend this E.O.I without specifying any reason.

### 14. Other conditions

- a) The Successful applicant has to execute the Allotment Agreement with WBHIDCO for that particular plot of land. Allotment Agreement with permission for development will be signed between the Successful applicant and WBHIDCO Ltd. upon receipt of the entire Lease Premium for the plot in terms of Clause 12 of this E.O.I document. The Successful applicants shall be entitled to utilise the Allotment Agreement to raise finances from scheduled commercial banks and authorised financial institutions by creating security interest on their developmental rights under the Allotment Agreement and in this regard WBHIDCO Ltd. may give its no-objection at its discretion.
- b) All applications shall remain valid for 180 (one hundred eighty) days from the date of closing of EoI, excluding the date of closing. In case the 180<sup>th</sup> day falls on a holiday, such applications will be deemed to be automatically extended to be valid up to the next working day.
- c) It would be deemed that by participating in the allotment process, the applicant as made a complete and careful examination of the terms and conditions for the present EoI, received all relevant information required for submission of the application either from WBHIDCO or by its own diligence and understood that it would have no recourse to WBHIDCO, post transfer of leasehold rights of the concerned property.
- d) The applicants must confirm that they have thoroughly satisfied themselves of the nature, conditions and quality of the assets and its physical condition and that they have no complaints about the same.
- e) The applicants must undertake to abide by these terms and conditions of auction and further undertake that on being declared as Successful applicant, they will made full payment towards land premium and if they fail to do so they will have no objection to their EMD being fully forfeited by WBHIDCO.
- f) WBHIDCO reserves the right to cancel the tender at any stage prior to the signing of the Allotment/Development Agreement. WBHIDCO shall not be liable to pay any compensation to any applicant for any loss that they may incur due to such cancellation.
- g) It is notified for information of the applicants that the instant offer is subject to the scrutiny and approval of the State Government.

**15. Opening of Applications**

Applications from willing Firms/Institutions will be received upto 29-05-2020, on all working days, from 11am to 5 pm, in the WBHIDCO Bhavan. Last date and time of application is 29-05-2020 (17:00 Hrs). Offers/Project Proposals submitted by the intending Firms/Institutions will be evaluated as per norms laid down in this regard.

Concurrence of IT&E Deptt. /WEBEL (WBEIDCL) Board and WBHIDCO Board will be obtained for selection of applications for project proposals and requirement of land for BSV IT Hub.

Project proposals will be finally accepted by WBHIDCO after due approval of the Standing Committee of the Cabinet on Industry, Infrastructure and Employment and thereafter provisional Letter of Intent (LOI) for allotment of land will be issued to the approved applicants by WBHIDCO.

**16. Dispute Resolution**

The entire process of land allotment shall be governed by, and construed in accordance with, the laws of India and Courts at Kolkata shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the allotment process, the subsequent lease and the entire transaction, to the exclusion of all other courts in the world.

**17. Force Majeure:**

Neither WBHIDCO nor the applicant will be in breach of the agreement if any total or partial failure by it of its duties and obligations is occasioned by any act of God, fire, floods, terrorist attacks, riots, political strikes or disturbance, stoppage of work due to governmental order/alert. If such reasons continue to prevent performance of either party's duties or obligations for a period of more than five (5) working days, the parties shall consult together for the purpose of agreeing what action should be taken.

**18. Language**

The EoI and all related correspondence and documents shall be written in the English language. Supporting documents and printed literature furnished by the interested applicant with the EoI may be in any other language provided that they are accompanied by an appropriate translation into English. Supporting materials that are not translated into English shall not be considered. For the purpose of interpretation and evaluation of the EoI, the English language translation shall prevail.

**19. Governing Laws**

This EoI Document and the contract shall be governed by and interpreted in accordance with Laws in force in India. The courts at Kolkata shall have exclusive jurisdiction in all matters arising under the contract.

**20. Cost incidental to EoI Preparation**

Applicants shall bear all costs associated with the preparation and submission of their EoIs and contract negotiation. WBHIDCO is not bound to accept any EoI, and reserves the right to annul the selection process at any time prior to Contract award, without any liability to the applicants.

Definitions of domains and related firms from which applications are sought:

IT Firms	<p>IT is the business of developing software applications/products through software programming/designing and then implementing, supporting or managing the same. The software applications/products are used for processing, transmitting, receiving or exchanging electronic data or information. The software applications/products may be developed for business domains including but not limited to banking, retail, healthcare, travel and tourism, telecom. "Information" includes data, message, text, images, sound, voice, codes, computer programmes, software and databases. Companies proposing to work in the mentioned domains are considered as IT firms for this project.</p>
ITeS Firms	<p>IT Enable Service (ITeS) is the business of delivering electronic data or information as services or product to its clients by leveraging software tools and applications either developed by the delivering organization itself or procured from the original developer organization.</p> <p>Examples may include delivering analytics services, financial analysis, financial technology services, healthcare reports, customer behavior analysis, claim processing, medical transcription, legal transcriptions, computer aided engineering, computer aided design, <i>geographic information system services, data mining, computer animation, remote maintenance, website services, data processing and other such type of services that are not possible to be provided without the use of Information Technology based applications.</i></p> <p>E-commerce that is buying and selling of goods and services, or transmitting of funds/data/information over an electronic network is included under the ambit of ITeS. E-commerce based business transactions may occur either as business-to-business, business-to consumer, consumer-to-consumer, consumer-to-business, consumer-to-administration transactions and can be conducted using a variety of applications, such as email, online catalogs and shopping carts, Electronic Data Interchange (EDT), the File Transfer Protocol, web services, mobile devices such as smart phones and tablets. "Information" includes data, message, text, images, sound, voice, codes, computer programs, software and databases.</p> <p>Companies proposing to work in the mentioned domains are considered as ITeS firms for this project including those who predominantly focus on R&amp;D using IT tools and on emerging technologies such as Internet of Things (IoT), Block chain, Artificial Intelligence, Machine Learning etc.</p>
Telecom Firms	<p>Activities under Telecom include improving broadband connectivity through innovative and alternative technologies; establishing and maintaining Data Centers, Content Delivery Networks and data communication systems and services. Typical services offered through Data Center Infrastructure would be content distribution, IT and Network Infrastructure Management, Performance Monitoring and Cloud Computing. Companies proposing to work in the mentioned domains are considered as Telecom firms for this project.</p>

## Expression of Interest for 'Bengal Silicon Valley IT Hub' in New Town, Kolkata

Tech Start Up Firms	<p>An entity shall be considered as a start-up, if it has been incorporated as a private limited company or registered as a registered partnership firm or a limited liability partnership in India not before a period of 7 years from the date of the Notice inviting Expression of Interest. The turnover of the entity shall not exceed Rs.25 Crores. However, an entity formed by demerger or reconstruction or arrangement of an existing business shall be excluded from the purview of this definition.</p>
	<p>Companies meeting the above criteria and proposing to work in IT/ITeS/Telecom domains are considered as Tech Start Up Firms for this project.</p>