



SILIGURI JALPAIGURI DEVELOPMENT AUTHORITY

Memo No. 248/III/Plg/831/14/SJDA Date 21.2.2014

Tender no. 29/13-14/Plg/SJDA dt. 21.2.2014

Request for Qualification (RFQ)

for

**Selection of Partner for Operating and Managing of
Food Park at Leusipukri, PS Phansidewa, District
Darjeeling, West Bengal**

Dated: 21.02.2014

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Disclaimer

The information contained in this Request for Qualification document (the "**RFQ**") or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the Siliguri Jalpaiguri Development Authority (referred hereinafter as "**AWARDER**") or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this **RFQ** and such other terms and conditions subject to which such information is provided.

This **RFQ** is not an agreement and is neither an offer nor invitation by the Awarder to the prospective Applicants or any other person. The purpose of this **RFQ** is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this **RFQ** (the "**Application**").

This **RFQ** includes statements, which reflect various assumptions and assessments arrived at by the Awarder in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This **RFQ** may not be appropriate for all persons, and it is not possible for the awarder, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this **RFQ**. The assumptions, assessments and statements contained in this **RFQ** may not be complete, accurate, adequate or correct.

Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this **RFQ** and obtain independent advice from appropriate sources. Information provided in this **RFQ** to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The awarder accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The awarder, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this **RFQ** or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the **RFQ** and any assessment, assumption, statement or information contained therein or deemed to form part of this **RFQ** or arising in any way with pre-qualification of Applicants for participation in the Bidding Process.

The awarder also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this **RFQ**. The awarder may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this **RFQ**.

The issue of this **RFQ** does not imply that the awarder is bound to select and shortlist pre-qualified Applications for Bid Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the awarder reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the awarder or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the awarder shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

1. Introduction

1.1. Project Background

The Agricultural and Processed Food Export Development Authority (APEDA), Dept of Commerce, Government of India has identified the District of Jalpaiguri, in the State of West Bengal, for setting up an Agricultural Export Zone (AEZ). GoI has, since then, identified a number of schemes for promotion & facilitation of processed food exports in the region. In specific, with a view to optimizing the utilization of a region's resources and to achieve the objectives of export growth through a coordinated effort of the Central as well as the State Governments, the "Assistance to States for Infrastructure Development for Exports" Scheme (ASIDE) is being implemented by the Department of Commerce, GoI.

The Food Park established at Leusipukri, PS Phansidewa, District Darjeeling, West Bengal is one such collaborative effort to meet common objectives. While funding has been received from various sources – Food Park Scheme of Ministry of Food Processing Industries, GoI and ASIDE Scheme (Department of Commerce, GoI) - Siliguri Jalpaiguri Development Authority (SJDA) made available project land and has constructed the Food Park at Leusipukri, PS Phansidewa, District Darjeeling, West Bengal at a project cost of approximately Rs. 18.13 crore.

The site is located about 5 Km away from Siliguri town, on Phulbari Ghospukur Bypass Road. The Food Park, spread over 32.77 acres of land, provide facilities like warehouse, cold storage, administration and support service building, weighbridge, reefer van and open plots. The facility also comprises a road network, water and power arrangements, generators, street lighting, boundary wall, truck parking etc.

SJDA now intends to operate and maintain the Food Park in Public Private Partnership (PPP) mode. Various infrastructure facilities have now been set up by SJDA which it envisages shall be operated and maintained by a suitable private player/partner. In specific, SJDA expects the private player to Operate and maintain/manage the facility for a period of 30 years (O&M model of PPP).

1.2 Brief description of Bidding Process

1.2.1 AWARDER intends to follow a two-stage process for selection of the preferred Bidder for the Project comprising Qualification followed by a Proposal stage.

1.2.2 The first stage of the process involves Qualification of interested parties (Applicants). This RFQ Document deals with the first stage (Qualification stage) wherein, Applicants would be required to furnish the information specified in this RFQ Document. At the end of the Qualification stage, AWARDER shall announce a shortlist of Qualified Applicants for the second stage (Proposal stage).

1.2.3 In the Proposal stage, the Qualified Applicants will be invited to bid by submitting documents in accordance with the Request for Proposal (RFP) Document. During the Proposal stage, Qualified Applicants would be expected to examine the Project in further details, and to carry out such studies as may be required to submit Detailed Proposals for the implementation of the Project. The Qualified Applicants bidding (Bidders) in the Proposal stage shall be evaluated on the basis of technical and other submissions relating to the project and the financial bids as detailed in the RFP document.

1.2.4 The Highest Bidder, as per the evaluation criteria specified in the RFP document, shall be the selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, invite fresh Bids from the remaining Bidders or call off the Bidding Process, as the case may be.

1.2.5 Bids will be invited for the Project on the basis of the highest Annual Fee (the "Premium") offered by a Bidder for implementing the Project. The Bidder will also be required to pay a fixed Upfront Payment (the "Payment") to the Authority for award of the concession. The concession period shall be 30 years. The Premium amount shall constitute the sole criteria for evaluation of Bids. The Project shall be awarded to the Bidder quoting the highest Premium.

In this RFQ, the term "**Highest Bidder**" shall mean the Bidder who is offering the highest Premium.

1.2.6 The Concessionaire shall be entitled to levy and charge a user fee from users of the Project.

1.2.7 Further and other details of the process to be followed at the Bid Stage and the terms thereof will be spelt out in the RFP Document (to be provided to Qualified Applicants).

1.2.8 The Authority reserves the right to accept or reject any application, to cancel or modify the process or any part thereof or to vary any of the terms and conditions, and/or to annul the bidding process and reject all applications, at any time during the bidding process, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicant(s) of the grounds for the Authority's action.

1.2.9 The RFQ Application is priced at Rs. 10,000/- (Non refundable). The amount should be paid through a demand draft issued by any scheduled bank in favour of The Chief Executive Officer, Siliguri Jalpaiguri Development Authority, payable at Siliguri. If the RFQ is downloaded, the draft should accompany the application. Downloaded applications without the application fee will be summarily rejected. *The envelopes/ communications shall clearly bear the following identification/ title:*

“Queries/ Request for Additional Information concerning RFQ: RFQ for “Operating & Managing of Food Park at Leusipukri, PS Phansidewa, District Darjeeling”

1.3 Schedule of Bidding Process

The Awarder and Applicants shall endeavour to adhere to the following schedule:

Event Description Date

Qualification Stage:

1. Date of tender notice: 21st February, 2014
2. Last date for receiving queries: 15 days from date of release of Tender Notice
3. Pre-Application Conference: 18th March, 2014
4. Awarder's response to queries latest by: 30 days from date of release of Tender Notice
5. Last date for sale of RFQ documents: 30 days from the date of release of Tender Notice
6. Application Due Date/Last date of receipt: 1100 hours on 4th April, 2014
7. Announcement of qualified applicants: 70 days from date of release of Tender Notice

2. Instructions to Applicants

2.1. Scope of Application

- 2.1.1 During this RFQ stage, AWARDER invites Applications for Qualification from Applicants in order to qualify experienced and capable Applicants for the RFP stage.
- 2.1.2 Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (bidder, bid/tender, bidding/tendering etc.) are synonymous, and “day” means calendar day.

2.2. Eligible Applicants

- 2.2.1 The Applicant may be a single entity/ individual or a group of entities (hereinafter referred as Consortium). The applicant should have relevant experience from the field of Agribusiness (trading, marketing, logistics, processing and other related activities)/ Industrial Infrastructure Development/ Cold chain and warehousing and logistics/ Operating & Managing experience of similar project. The term Applicant used hereinafter would therefore apply to both a single entity and a Consortium as the case may be.
- 2.2.2 The Consortium shall at least have one member from the field of Agribusiness. The other members of the consortium can be from amongst Infrastructure Development Organizations, Financial Institutions etc.
- 2.2.3 The Applicant should submit a Power of Attorney as per the format enclosed at Appendix 2 authorizing the signatory of the application to commit the Applicant.
- 2.2.4 An individual Applicant cannot at the same time be a member of a Consortium applying for the project. Further, a lead member of a particular Consortium including its lead technical member and lead financial member cannot be a member of any other Consortium applying for this project.
- 2.2.5 Any Applicant who submits or participates in more than one application will be disqualified and will also lead to the disqualification of the Consortia of which it is a member.
- 2.2.6 Any entity which has been barred by AWARDER from participating in

AWARDER projects and the bar subsists as on the Application Due Date, would not be eligible to submit an application, either individually or as a member of a Consortium

- 2.2.7 The purchaser of the RFQ document must be the Applicant itself or a member of the consortium submitting the application.

2.3. Change in Consortium Composition

- 2.3.1 Change in the composition of a Consortium may not be permitted by AWARDER after the due date/last date of receipt of RFQ application.

2.4. Project Inspection and Site Visits

- 2.4.1 The Applicant, at the Applicant's own responsibility and cost is encouraged to visit the location of the Land/Site and its surroundings and obtain all information that may be necessary for preparing the application of Qualification and Proposal. The costs of visiting the site shall be borne by the Applicant. AWARDER shall not be liable for such costs, regardless of the outcome of the selection process.

- 2.4.2 It would be deemed that by submitting the application, Applicant has:

1. Made a complete and careful examination of the RFQ.
2. Received all relevant information requested from AWARDER.

- 2.4.3 AWARDER shall not be liable for any mistake or error on the part of the Applicant in respect of the above.

2.5. Application preparation cost

- 2.5.1 The Applicant shall be responsible for all costs associated with the preparation of its application and its participation in the Qualification process. AWARDER will not be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the Qualification process.

2.6. Right to accept or Reject any application or all Applications Or Bids during the Selection Process

- 2.6.1 Notwithstanding anything contained in this RFQ, AWARDER reserves the right to accept or reject any application and to call off the selection process and

reject all applications/proposals at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons therefore.

2.6.2 AWARDER reserves the right to reject any application If:

- (i) At any time a material misrepresentation is made or Uncovered or
- (ii) The Applicant does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the application.

This would lead to the disqualification of the Applicant. If the Applicant were part of a Consortium then the entire Consortium would be disqualified or rejected.

2.6.3 If such disqualification/rejection occurs during the Proposal stage, after the price proposals have been opened and the highest bidder gets disqualified/rejected, then AWARDER reserves the right to;

- (i) Either invites the next highest bidder
- (ii) Take any such measures as may be deemed fit in the sole discretion of AWARDER, including annulment of the bidding process.

2.7. Acknowledgement by Applicant

2.7.1 It shall be deemed that by submitting the Application, the Applicant has:

- (a) Made a complete and careful examination of the RFQ;
- (b) Received all relevant information requested from the Awarder;
- (c) Accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of the Awarder relating to any of the matters referred to in the RFQ.
- (d) Agreed to be bound by the undertakings provided by it under and in terms hereof.

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

2.8. Contents of RFQ

The RFQ document comprises the contents as listed below and would additionally include any addenda in accordance with clause 2.10.

- I. Contract Outline
- II. Format for Power of Attorney for signing of Application
- III. Format of Application

Detailed format for each of the above are provided in the Appendices. A copy of Project Information Memorandum is also being given along with this RFQ.

2.9. Updating Pre-Qualification Information

- 2.9.1 Successful Applicants shall be required to update the financial and other information used for pre-qualification at the time of submitting their bids, to confirm their continued compliance with the Qualification criteria and verification of the information provided. A bid shall be rejected if the Applicant's Qualification for the threshold levels is no longer valid at the time of the bidding process. **The applicant should submit audited financial statements for the last three financial years and should have a requisite Net worth of at least Rs. 5 crore as on 31.3.2013. In case of individuals, a net worth certificate, duly certified by a Chartered Accountant, may be submitted.**

2.10. Pre-Application Conference and Clarifications

- 2.10.1 Pre-Application conference of the interested parties shall be convened at the designated date, time and place. Only those persons/entities that have purchased the RFQ document shall be allowed to participate in the Pre-Application conference.
- 2.10.2 Applicants who have downloaded the RFQ document from the Awarder's website should submit a Demand Draft of Rs 10,000 towards the cost of document, through their representative attending the conference.
- 2.10.3 During the course of Pre-Application conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Awarder. The Awarder shall endeavour to provide clarifications and such further information as it may, at its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

2.10.4 A prospective Applicant requiring any clarification on the RFQ documents may notify the AWARDER in writing or facsimile. The Applicant should send in their queries latest by the Last Date for Receiving Queries as given in the 'Schedule of Bidding Process'.

2.10.5 Copies of the AWARDER response will be available to all purchasers of the RFQ documents, including a description of the enquiry but without identifying its source through the email. The same will also be communicated to those who have downloaded the RFQ document from the AWARDER website and have duly intimated to AWARDER, their particulars including email address for communication (Registered Applicants).

2.11. Amendment of RFQ Documents

2.11.1 Before the deadline for submission of applications, AWARDER may modify the RFQ documents by issuing an addendum/corrigendum.

2.11.2 Any addendum/corrigendum thus issued shall be part of the RFQ Documents and shall be communicated in writing/email to all the purchasers of the RFQ Documents. Applicants shall acknowledge receipt of each addendum in writing/email to AWARDER. AWARDER will assume no responsibility for postal delays. The same will also be communicated to the Registered Applicants.

2.11.3 To give prospective Applicants reasonable time in which to take addendum into account in preparing their bids, AWARDER may, at its sole discretion, extend the Application Due Date.

2.12 Language of the Application.

The Application and related documents and correspondence shall be in the English language. Supporting documents and printed literature furnished by Applicant with the application may be in any other language provided that they are accompanied by translations in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the application, the English language translation shall prevail.

2.13 Currencies of Application and Payment

The currency for the purpose of this RFQ shall be the Indian Rupees (INR).

2.14 Application Validity period

Application shall remain valid for a period of 36 weeks from the Application Due Date (Application Validity Period). AWARDER reserves the right to reject any Application which does not meet the requirement.

2.15 Extension of Application Validity period

In exceptional circumstances, prior to expiry of the original Application Validity Period, AWARDER may request that the Applicants extend the period of validity for a specified additional period. The request and the Applicant's responses shall be made in writing.

2.16 Format and Signing of Application

2.16.1 The Applicant would provide all the information as per this RFQ. AWARDER would evaluate only those applications that are received in the required format and complete in all respects.

2.16.2 The Applicant shall prepare one original set of the document comprising the application and clearly marked "ORIGINAL". In addition, the Applicant shall make one copy of the application clearly marked "COPY" as appropriate. In the event of discrepancy between original and the copy, the original shall prevail.

2.16.3 The original and the copy of the application shall be typed or written in indelible ink. Each page of the application shall be signed by a person or persons duly authorized to sign on behalf of the Applicant holding the Power of Attorney as per the format provided in Appendix 2.

2.16.4 The application shall contain no alterations or additions, except those to comply with instructions issued by AWARDER, or as necessary to correct errors made by the Applicant, in which case such corrections shall be initiated by the person or persons signing the application.

2.17 Sealing and Marking of Application

2.17.1 The Applicant shall seal the original and copy of the application in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY". These two envelopes (called as inner envelopes) shall then be put inside one outer envelope.

2.17.2 Each envelope shall contain:

- Covering letter stating clearly the validity of the application.
- Application in the prescribed format (Appendix 3) along with supporting documents.
- Power of Attorney as per the format in Appendix 2.
- Copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership then a copy of its partnership deed;
- Copies of Applicants duly audited balance sheet and profit and loss account for the preceding three years/net worth certificate (in case of individuals) certified by Chartered Accountant

The envelopes shall clearly bear the following identification:

Application for Qualification for Operating and Managing of the Food Park at Leusipukri, PS Phansidewa, District Darjeeling, West Bengal.

2.17.3 In addition to the identification required in Sub-clauses 2.16.2, each of the envelopes shall indicate the name and address of the Applicant to enable the application to be returned unopened in case it is declared late, pursuant to Clause 2.18.1 or AWARDER declares the application as non responsive pursuant to Clause 2.25.

2.17.4 If the outer envelope is not sealed and marked as above, AWARDER will assume no responsibility for the misplacement or premature opening of the application.

2.18 Application Due Date

2.18.1 Application should be received before 1100 hours Indian Standard Time (IST), on the Application Due Date (Last date of receipt of application), as stated in the 'Schedule of Bidding Process', at the under noted address, in the manner and form as detailed in the RFQ. Applications submitted by either facsimile transmission or telex will not be accepted.

The Chief Executive Officer,
Siliguri Jalpaiguri Development Authority,
Tenzing Norgey Road, Central Bus Terminus,
Pradhan Nagar, Siliguri-734003 Tel-0353-2515647
Email: sjda@sify.com Fax: 0353-2510056

2.18.2 AWARDER may, in exceptional circumstances and at its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Applicants.

2.19 Late Applications

Any Application received by AWARDER after 1100 hrs IST on the Application Due Date will be returned unopened to the Applicant.

2.20 Modifications / Substitution / Withdrawal of Applications

2.20.1 The Applicant may modify, substitute, or withdraw its application after submission, provided that written notice of the modification, substitution, or withdrawal is received by AWARDER by the Application Due Date. No application shall be modified, substituted, or withdrawn by the Applicant after the Application Due Date.

2.20.2 The modification, substitution, or withdrawal notice shall be prepared sealed, marked, and delivered in accordance with Clause 2.16, with the enveloped being additionally marked "MODIFICATION", "SUBSTITUTION" OR "WITHDRAWAL", as appropriate.

2.21 Opening and Evaluation

2.21.1 AWARDER would open the applications on the due date at 1600 hours for the purpose of evaluation.

2.21.2 Applications for which an acceptable notice of withdrawal has been submitted in accordance with Clause 2.20 shall not be opened.

2.21.3 AWARDER would subsequently examine and evaluate applications in accordance with the criteria set out in Section 3.

2.22 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the Qualified Applicants shall not be disclosed to any person not officially concerned with the process. AWARDER will treat all information submitted as part of application in confidence and would require all those who have access to such material to treat the same in confidence. AWARDER will not divulge any such information unless it is ordered to do so by any Awarder that has the power under law to require its disclosure.

2.23 Tests of responsiveness

2.23.1 Prior to evaluation of applications, AWARDER will determine whether each application is responsive to the requirements of the RFQ. An application shall be considered responsive if the application:

- (i) Is received by the Application Due Date
- (ii) Is signed, sealed and marked as stipulated as per the relevant clauses
- (iii) Is accompanied by the Power (s) of Attorney
- (iv) Contains all information as requested in the RFQ.
- (v) Contains information in formats same as those specified in this RFQ.
- (vi) Mentions the validity period
- (viii) Is accompanied by payment towards cost of the RFQ Document in case the same has not been paid while procuring the RFQ Document.
- (ix) Is accompanied by the certified copies of the last three years audited financial statements and certified net worth statements in respect of Applicant.

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

2.24 Clarifications

To facilitate evaluation of Applications, AWARDER may, as its sole discretion, seek clarifications in writing from any Applicant regarding its application. Notwithstanding anything contained in the RFQ, AWARDER reserves the right to not take into consideration any such clarifications sought by it for evaluation of the application.

2.25 Short-listing and notification

After the evaluation of applications, AWARDER would announce a short list of Qualified Applicants (Bidders). The Qualified Applicants would be notified in writing by AWARDER and issued a set of Request for Proposal (RFP) Documents. At the same time, AWARDER would notify the other Applicants that their applications have been unsuccessful.

2.26 Submission of Bids

The Bidders will be requested to submit a Bid in the form and manner to be set out in the RFP document. Only pre-qualified Applicants shall be invited by the Awarder to submit their Bids for the Project. The Awarder may provide a limited time span for submission of the Bids for the Project. The Applicants are therefore advised to visit the site and fully familiarize themselves with the Project by the time of submission of the Application. No extension of time is likely to be considered for submission of Bids pursuant to invitation that may be issued by the Awarder.

2.27 Proprietary data

All documents and other information supplied by the Awarder or submitted by an Applicant to the Awarder shall remain or become the property of the Awarder. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The Awarder will not return any Application or any information provided along therewith.

2.28 Correspondence with the Applicant

Save and except as provided in this RFQ, the Awarder shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

3. Criteria for Evaluation

To be eligible for pre-qualification and short-listing, an Applicant shall fulfil the following conditions of eligibility:

3.1 Relevant Experience: The applicant should have relevant experience from the field of Agribusiness (trading, marketing, logistics, processing and other related activities)/ Industrial Infrastructure Development/ Cold chain and warehousing and logistics/ Operating & Managing experience of similar project.

In case of Consortium Applicants: Applicants who apply in consortium where at least one of the members necessarily belongs to the Agribusiness category.

3.2 Technical Capacity: For demonstrating technical capacity and experience, the Applicant shall over the past 3 (three) financial years preceding the Application Due Date, should possess relevant experience of operating at least one similar infrastructure facility (set up by the government or the private sector) with a project cost of a minimum of Rs. 5.00 crore.

The applicant should have requisite technical knowhow and manpower to operate and maintain a project of this nature and scale (to be ascertained from past and on-going work assignments). **The applicant should submit necessary documents through which the above can be ascertained.**

3.3 Financial Capacity: The applicant should submit audited financial statements for the last three financial years and shall have a minimum Net Worth (the "**Financial Capacity**") of Rs. 5 crore (Rupees five crore only) at the close of the preceding financial year. In case of individual applicants, a net worth certificate, duly certified by a Chartered Accountant, may be submitted. **The applicant should submit necessary documents through which the above can be ascertained.**

4. Fraud and Corrupt Practices

4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Awarder may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

4.2 Without prejudice to the rights of the Awarder under Clause 4.1 hereinabove, if an Applicant is found by the Awarder to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Awarder during a period of 2 (two) years from the date such Applicant is found by the Awarder to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) **"Corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Awarder who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Awarder, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Awarder in relation to any matter concerning the Project;

(b) **"Fraudulent practice"** means a misrepresentation or omission of facts or suppression

of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

(c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

(d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Awarder with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Public Interest; and

(e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. Miscellaneous

5.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Siliguri shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

5.2 The Awarder, at its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- a. Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- b. Consult with any Applicant in order to receive clarification or further information;
- c. Pre-qualify or not to pre-qualify any Applicant and/ or to consult with any applicant in order to receive clarification or further information;
- d. Retain any information and/ or evidence submitted to the Awarder by, on behalf of, and/ or in relation to any Applicant; and/ or
- e. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.

5.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases the Awarder, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any

obligations hereunder and them Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

Appendices

APPENDIX 1

CONTRACT OUTLINE

1. Contract Period

The Contract Period would be 30 years from the Effective date.

2. Rights to collect User Charges

The O&M partner shall be entitled to collect User charges from the Users during the Period of the Agreement to compensate for the operating expenses of the Project and returns thereon.

3. Monitoring and Evaluation

SJDA will monitor the performance of the operator in accordance with the O&M agreement.

4. Defaults

Each of the following events or circumstances, to the extent not caused by a Force Majeure, shall be considered for the purposes of this Agreement as events of default of which, if not cured within the time period permitted, shall provide the SJDA the right to terminate this Agreement.

5. Force Majeure

The O&M partner shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent that the O&M partner is unable to render such performance by an event of Force Majeure (a "Force Majeure"). The conditions that may qualify for the execution of Force Majeure include but not restricted to war, revolution, riot, nuclear explosion, strike, epidemic and other conditions. The Force Majeure will be executed as per the specified procedure.

APPENDIX 2

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION POWER OF ATTORNEY

Know all men by these presents, we _____ (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms. _____ (name and address of residence) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the project envisaging Operating and Managing the Food Park located at Leusipukri, PS Phansidewa, District Darjeeling, including signing and submission of all documents and providing information / responses to (AWARDER), representing us in all matters before AWARDER, and generally dealing with AWARDER in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For _____

(Signature)

(Name, Title and Address)

Accept

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

- ☐ To be executed by the sole Applicant and/ or the Lead Member, as the case may be, in case of a Consortium.
- ☐ The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

- ☐ Also, wherever required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).

APPENDIX 3

LETTER OF APPLICATION

(On the Letter head of the Applicant (in case of Single Applicant) or Lead Member responsible (in case of a Consortium / Joint Venture)

Date:

To

The Chief Executive Officer,
Siliguri Jalpaiguri Development Authority

Ref: Operating and Managing the Food Park located at Leusipukri, PS Phansidewa, District Darjeeling
("the Project")

Sir,

Being duly authorized to represent and act on behalf of _____ (hereinafter referred to as "the Applicant"), and having reviewed and fully understood all of the pre-qualification requirements and information provided, the undersigned hereby apply for qualification for the project referred above.

We are enclosing our Application for Qualification in One original plus one copy, with the details as per the requirements of the RFQ, for your evaluation.

(Authorized Signatory)

APPENDIX 3A
Bid Response Sheet No.1
Details of Applicant

1. (a) Name

- (a) Country of Incorporation
- (b) Address of the corporate headquarters and its branch office (s), if any, in India
- (c) Date of incorporation and / or commencement of business

2. Brief description of the business entity including details of its main lines of business and proposed roles and responsibilities in this Project.

3. Details of individual (s) who will serve as the point of contact / communication for AWARDER within the Company

- a) Name:
- b) Designation:
- c) Business Entity:
- d) Address:
- e) Telephone No:
- f) E-mail Address:
- g) Fax No:

4. Name, Designation, Address and Phone Nos. of Authorized Signatory of the Applicant:

- a) Name:
- b) Designation:
- c) Address:
- d) Telephone No:
- e) E-mail address:
- f) Fax No:

5. In case of a Consortium:

The information above (1-4) should be provided for all the Members of the Consortium

APPENDIX 4

ELIGIBLE PROJECT DETAILS

	Applicant To Fill Up The Details Here
Year code	
Title & nature of the project	
Entity for which project was constructed / developed	
Location	
Project cost	
Date of commencement of Project	
Date of completion / Commissioning	
Equity shareholding	

Instructions

1. Applicants are expected to provide information in respect of Eligible Projects in this section. The Projects cited must comply with the eligibility criteria specified in Clause 3.2.
2. A separate sheet should be filled for each of the Eligible Projects.
3. Figures may be provided for the past three years. The financial year would be the same as the one normally followed by the Applicant for its Annual Report. Year 1 refers to the latest financial year; Year 2 refers to the financial year before Year 1, Year 3 refers to the financial year before Year 2,
4. For applicant in infrastructure development in Agribusiness or Infrastructure Development, date of commissioning should be provided and the date of completion should be provided.
5. For applicants, the equity shareholding of the Applicant in the project as on date of commissioning needs to be given.



Chief Executive Officer
Siliguri Jalpaiguri Development Authority

Memo No. 248/(1)/(17)/III/Plg/831/14/SJDA

Date 21.2.2014

Copy forwarded to:

1. Sabhadhipati, Siliguri Mahakuma Parishad.
2. Mayor, Siliguri Municipal Corporation.
3. District Magistrate, Darjeeling.
4. District Magistrate, Jalpaiguri.
5. Chairman, Jalpaiguri Municipality, Jalpaiguri.
6. Secretary, Jalpaiguri Jilla Parishad, Jalpaiguri.
7. Superintendent of Police, Darjeeling.
8. Superintendent of Police, Jalpaiguri.
9. Superintending Engineer, PWD (Roads), SHC-IV, Shaktigarh, Siliguri.
10. Superintending Engineer, Northern Circle, PWD, Jalpaiguri.
11. Executive Engineer, North Bengal Construction Division, PWD, Siliguri.
12. Executive Engineer, Construction Board, Gayaram Build, H.C. Road, Siliguri.
13. Executive Engineer, Darjeeling Division, PWD.
14. DIO, NIC, Siliguri for publishing in official website.
15. A. P., Siliguri Jalpaiguri Development Authority, Siliguri for uploading in website.
16. Notice Board, Siliguri Jalpaiguri Development Authority, Siliguri.
17. Notice Board, Siliguri Jalpaiguri Development Authority, DCRPD Building, Near Sadar Hospital, Jalpaiguri.


Chief Executive Officer
Siliguri Jalpaiguri Development Authority