

SILIGURI JALPAIGURI DEVELOPMENT AUTHORITY

Re - Bid

SELECTION OF PARTNER FOR OPERATION & MANAGEMENT OF PINEAPPLE DEVELOPMENT CENTRE (PDC)

on Public Private Partnership (PPP) Mode

Re-bid 05/15-16/P/g/SJDA 04th February, 2016

Siliguri Jalpaiguri Development Authority (SJDA) invites application for Request for Proposal (RFP) from reputed players in the field of Agribusiness/ Industrial Infrastructure Development/ Operation & Management for selection of Partner for Operating and Managing the Pineapple Development Centre (PDC) at Bidhan Nagar, District Darjeeling.

The detailed RFP documents may be downloaded from <http://www.sjda.org/tenders.php> from 08th February 2016 onwards. The Technical and Financial Proposals, along with a non-refundable Demand Draft of INR 10,000/- towards the cost of RFP document and a refundable Bank Guarantee of INR 20 lakhs along with Technical Bid towards Proposal Security, must be submitted in a sealed envelope in the prescribed manner through speed post/ registered post/ courier, and reach the below mentioned address latest by **28th March 2016** on or before 17:00 Hours.

A PRE-APPLICATION CONFERENCE shall be convened on 23rd February 2016 at 14:00 Hours at the Conference Hall of Siliguri Jalpaiguri Development Authority (SJDA), Tenzing Norgey Road, Pradhannagar, Siliguri, Dist. Darjeeling, West Bengal, India-734 003.

For enquiries and information, please contact: SJDA: +91-353-251-5647 / 2922, +91-353-251-0056 (fax), email sjdawb@gmail.com or Project Consultant, IL&FS Clusters, Phone no. 0120-2459200, e-mail: Saurabh.Bhutani@ilfsindia.com.

SJDA reserves the right, without any obligation or liability, to accept or reject any or all the Technical & Financial Bids, at any stage of the bidding process, to cancel or modify the process or any part thereof, or to vary any or all the terms and conditions at any time, without assigning any reason whatsoever.

Handwritten signature
4/2/16

Chief Executive Officer
Siliguri Jalpaiguri Development Authority

Handwritten initials



SILIGURI JALPAIGURI DEVELOPMENT AUTHORITY

Request for Proposal (RFP)

For

Selection of Partner for Operating and Managing of

**Pineapple Development Centre (PDC) at Bidhan Nagar, District Darjeeling,
West Bengal**

RFP: Tender NO: Re-bid 05/15-16/Plg/SJDA

Bid Document

Dated: 4th Feb, 2016

Last Date of Submission of RFP: 28th March 2016 up to 17: 00 hours

Name of Company/Firm	*
Address for Correspondence	*
Telephone No:	*
E-mail address & Fax No:	*

*To be field in by applicant/bidder

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DISCLAIMER

The information contained in this Request for Proposal document (“**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the SJDA, hereinafter referred to as “**Awarder**” or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this **RFP** and such other terms and conditions subject to which such information is provided.

This **RFP** is not an agreement and is neither an offer nor invitation by the **Awarder** to the Prospective Bidders or any other person. The purpose of this **RFP** is to provide interested parties with information that may be useful to them in making their financial offers pursuant to this RFP (“**Bid**”). This **RFP** 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 Bidder may require. This **RFP** 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 **RFP**. The assumptions, assessments, statements and information contained in this **RFP**, especially the [Project Information Memorandum], may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this **RFP** and obtain independent advice from appropriate sources.

Information provided in this **RFP** to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as 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 **RFP** or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the **RFP** and any assessment, assumption, statement or information contained therein or deemed to form part of this **RFP** or arising in any way in this Bid Stage. The **Awarder** also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this **RFP**.

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 **RFP**. The issue of this **RFP** does not imply that the **Awarder** is bound to select a Bidder 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 Bidders or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentation which may be required by the **Awarder** or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the **Awarder** shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in the preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

TERMS AND DEFINITIONS

In this RFP (including each of the Appendices), the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

- i. **“Bid Security”** shall mean the Demand Draft/Bank guarantee of Rs.20 Lakh from a Scheduled Commercial Bank in India submitted by the bidders in favor of SJDA hereinafter referred as awardee, during the competitive bidding procedure undertaken by Govt. of West Bengal for the purposes of the selection of the private participants.
- ii. **“Business Plan”** means the plan for the Pineapple Development Centre which sets out how it is intended to operate and manage over a planning horizon and will include financial projections for the planning period
- iii. **“Clearance”** means any consent, license, approval, permit, ruling, exemption, no objection certificate or other authorization or permission of whatsoever nature which is required to be obtained from and/or granted by the GOI and the Government of West Bengal of required form time to time in connection with the performance of obligations hereunder.
- iv. **“Consortium Members”** shall mean [names to be inserted for each of the bidder]
- v. **“Equity”** shall mean the paid-up share (Equity and preference) capital of the PE
- vi. **“Foreign Entity”** means any Entity other than an Indian Entity;
- vii. **“Foreign Institutional Investors”** shall mean foreign institutional investors registered with SEBI.
- viii. **“GOI”** means the central Government of India and any ministry, department, or instrumentality of the central government.
- ix. **“Operation & Management Agreement” (“O&M”)** means the operation and management agreement entered into, on or about the date hereof, between SJDA and the PE;
- x. **“PE”** shall refer to the Private Enterprise (individual or a consortium) that is successful bidder and is awarded the contract to Operating and Managing of the PDC developed by

the SJDA. The PE shall be a Special Purpose Vehicle incorporated by the successful bidder under Companies Act, 1956 for carrying out all operations related to PDC.

- xi. **“Project Agreements”** shall mean the following agreements:
- RFP document
 - O&M Agreement;
 - The Lease / Sale Deed;
 - Shareholders Agreement;
 - PDC Operator Agreement if any;
- xii. **“Year”** shall mean a period of 12 consecutive months ending on March 31 of any year; provided however that the first Year shall mean the period commencing on the Effective Date and ending on the immediately succeeding March 31.

1. INTRODUCTION

1.1 PROJECT PROFILE

- a) West Bengal is a leader in pineapple production in India. With approximately 9900 hectares of area under cultivation of this fruit in the state in 2011, its production stood at 3.03 lakh MT. The productivity of this tropical fruit in the state is second only to that in Karnataka. Pineapple is a popular fruit, consumed both in fresh and processed varieties. Propelled by increasing disposable incomes and changing consumers' preferences, pineapple's consumption demand has been increasing not only in India but also in the developed world (Europe, Middle East, USA etc).
- b) While the (increasing) domestic market demand for the fruit is being catered to, it is the export potential of pineapple that is now being increasingly realized. Certain varieties of pineapple, in demand globally, are grown in plenty in West Bengal and other Indian states. Moreover, India's location on the world map is facilitating in it becoming one of the emerging pineapple exporting destinations – it is conveniently situated for exporting the fruit to Gulf countries as well as to European countries. As the production of pineapples in these geographies is extremely limited, the bulk of the growing demand in these regions is met through imports, mainly from developing countries like India. India is already catering to markets in UAE, Maldives, Oman, Nepal, Qatar and Germany among others. Since this trend is likely to increase manifold in the coming years and holds great potential for India's pineapple growers, traders and processors, various steps are being taken by the Govt. of India (GoI) and state governments to promote this industry and enable them to exploit this potential.
- c) Siliguri sub-division of Darjeeling district, Islampur sub-division of Uttar Dinajpur district, Sadar sub-division of Jalpaiguri district and parts of Cooch Behar district are the key production clusters in the state. Recognizing the raw material availability and the export potential of this geography, Agricultural and Processed Food Products Export Development Authority (APEDA), Ministry of Commerce and Industry, Govt. of India (GoI), has declared this area as an Agri-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) was drawn up by the Department of Commerce, GoI.
- d) The Pineapple Development Centre (PDC) established at Bidhan Nagar in Siliguri is one such collaborative effort to meet common objectives. While funding has been received from various sources - APEDA (through Department of Food Processing, Govt. of West

Bengal) and ASIDE Scheme (Department of Commerce, GoI) - Siliguri Jalpaiguri Development Authority (SJDA) has made available project land and has constructed the PDC at the said location at a project cost of approximately Rs. 19 crore.

- e) The facility is situated at Mouza Barapaikpara and Mandilajhar in Bidhan Nagar under Phansidewa sub-division in the district of Darjeeling. The site is located approximately 700 meters off National Highway 31 (NH-31). The PDC, spread over 12 acres of land, provide facilities like warehouse, cold storage, sorting and grading, administration building, weighbridge, reefer van, pineapple trading sheds. The facility also comprises a road network, water and power arrangements, street lighting, boundary wall, truck parking etc.

1.2 PROPOSED O&M FRAMEWORK

Bidhan Nagar area of Siliguri sub-division, the location of the PDC, is at the heart of West Bengal's pineapple growing cluster. Moreover, it is well-connected to major pineapple growing regions of Bihar (Purnia, Kishanganj, Saharsa and Madhepura) and serves as a gateway to the north-east (Assam in specific). Hence, the location enjoys proximity not only to production hubs but also can cater to the consumption centres of East and North East India. Most importantly, considering the export potential of the fruit, proximity of the location to ports at Kolkata and Haldia and airports at Siliguri, Guwahati and Kolkata, the location is even more strategic.

The PDC is envisaged to play two key roles – that of a post-harvest handling facility and also that of an infrastructure facility to aid development of pineapple related business in the area. The PDC has been established by SJDA so as to ensure streamlining of all post-harvest facilities related to the fruit – storage, packaging, marketing, fresh fruit trade, processing etc. The PDC, hence, has the potential to reduce wastage and enhance remunerations by way of enabling all stakeholders to cater to the Indian and export markets for this fruit in a more efficient manner.

SJDA has constructed the PDC at Bidhan Nagar at a project cost of approximately Rs. 19.00 crore. The site is located approximately 700 meters off NH-31 (35 km from Siliguri town and approximately 20 km from Bagdogra airport). The PDC, spread over 12 acres of land, includes facilities like warehouse, cold storage, sheds for pineapple traders, administration and office building, weighbridge, reefer van and sorting and grading line. The facility also comprises a road network, water and power arrangements, generators, entry gate and security guard cabin, street lighting, boundary wall, truck parking etc. In addition, within the premises of the PDC, substantial space has been left for future expansion. These activities have been envisaged as research station with laboratory and product testing facility, pineapple processing centre and online pineapple auction centre among others.

SJDA now intends to operate and maintain the PDC in Public Private Partnership (PPP) mode. Various infrastructure facilities have now been set up by SJDA (details mentioned in PIM), 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 21 years (O&M model of PPP).

Notes:

1. After completion of the specified concession period, the same private player might be considered for operating the facilities for additional time period on mutually agreed conditions. A right of first refusal might be a part of the Concession Agreement.
2. While all key statutory approvals are in place (pertaining to water, power, pollution control, operation of facility etc), SJDA will assist the private player in obtainment of any additional approvals that may be required.
3. SJDA will not fund the construction of the waste processing facility at the PDC. The O&M partner may set up the said facility from its own resources.

2. SCOPE OF WORK

- a) The SJDA intends that the PE shall operate and manage the PDC in a world class standard in terms of the quality of the facilities and services provided to all Users.
- b) The PE shall at all times provide services at the PDC for the Concession Term.
The list of services is provided in the O&M Agreement.
- c) The PE shall be entitled to collect user charges from the users using facilities such as warehouse, cold storage, sorting grading, weighbridge, parking etc during the Period of the Agreement.
- d) The PE shall also be entitled to collect collection charges from the traders in the form of service charge on the value of the total transaction happen during the year. SJDA envisages that this service charge may be collected from traders by the O&M partner on an annual basis and the proceeds may be then shared between the O&M partner and SJDA on pre-decided terms.

2.1 LAND FOR THE PDC

- a) SJDA has constructed the PDC at Bidhan Nagar at a project cost of approximately Rs. 19.00 crore. The site is located approximately 700 meters off NH-31 (35 km from Siliguri town and approximately 20 km from Bagdogra airport). The PDC, spread over 12 acres of land, includes facilities like warehouse, cold storage,

sheds for pineapple traders, administration and office building, weighbridge, reefer van and sorting and grading line.

- b) The facility also comprises a road network, water and power arrangements, generators, entry gate and security guard cabin, street lighting, boundary wall, truck parking etc. In addition, within the premises of the PDC, substantial space has been left for future expansion. These activities have been envisaged as research station with laboratory and product testing facility, pineapple processing centre and online pineapple auction centre among others.

2.2 BRIEF DESCRIPTION OF BIDDING PROCESS

- a) AWARDER intends to follow a combined process for selection of the preferred Bidder for the Project comprising “**Qualification**” and “**Proposal stage**”.
- b) The process involves Qualification of interested parties (Applicants). In addition, all Applicants are required to submit the bid by submitting documents in accordance with this Request for Proposal (RFP) Document.
- c) For Qualification, an Applicant shall fulfill the following conditions of eligibility:
- **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. **The applicant should submit necessary documents through which the above can be ascertained.**

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

- **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.**

- **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. 3.5 crore (Rupees three & half 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.**
- d) All Applicants are expected to examine the Project in detail, and to carry out such studies as may be required to submit Detailed Proposals for the implementation of the Project. The Applicants 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
 - e) 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.
 - f) Bids will be invited for the Project on the basis of the highest Annual Fee (the “Premium”) irrespective of the revenues generated from operating the facility along with the 50% share of revenue (which would be collected in the form of Service charge), 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 21 years.
 - g) The Premium amount along with the 50% share of revenue in the form of Service charge to be collected from pineapple traders shall constitute the criteria for evaluation of Bids. The Project shall be awarded to the Bidder quoting the highest Premium and upfront payment.
 - h) It may also be noted that fixed fee payable to SJDA would increase by 5% after every four years of operation. It may be noted that the successful bidder would be required to pay the yearly fee to SJDA in the form of bank guarantee from second year onwards to be renewed on an annual basis.
 - i) The Concessionaire shall be entitled to levy and charge a user fee from users of the Project.

- j) 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.
- k) The RFP 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 RFP 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 RFP: RFP for “Operation & Management of PDC at Bidhan Nagar, District Darjeeling, West Bengal”

3. DELIVERABLES

3.1 BUSINESS PLAN

- a) The PE shall prepare a Detailed Business Plan for operating and managing the PDC. The business plan should include the details of operating costs and envisaged revenue along with the expansion plans (if any) for the vacant area in the PDC along with budgetary requirement. The PE shall consider the Project Information Memorandum (PIM) while preparing the detailed Business Plan.
- b) The PE shall, latest within 4 months from the signing of the O&M Agreement, start operating and managing the PDC in accordance with the terms and conditions set forth therein.
- c) The PE shall be providing quarterly updates on the progress to the SJDA.
- d) In the event that the PE delays in providing services as listed in the O&M Agreement and no explanation for delay is provided by the PE to SJDA that is

satisfactory to SJDA (at its sole discretion), the SJDA shall have the right to levy liquidated damages on the PE equivalent to 0.5% of the project cost for each month of delay.

- e) Provided however that the total liability of the PE under this Clause 3.1. for delay in respect of providing services shall not exceed 10 percent of the project cost .

4. TIME SCHEDULE OF BIDDING PROCESS

- Date of tender notice: 4th Feb, 2016
- Last date for receiving queries: 19th Feb, 2016
- Pre-Application/bid Conference: 23rd Feb, 2016 at 12:30 hours
- Awarder's response to queries latest by: 26th Feb, 2016
- Last date for sale of RFP documents: 17th March, 2016
- Application Due Date/Last date of receipt: 17:00 hours on 28th March, 2016

The bidder would have to adhere to the following time schedules related to the PDC:

#	Deliverable	Time frame	Remarks
1.	Opening of bid	17:30 hrs of Bid Due Date, 28th March, 2016	
2	Issue of Letter of Intent/Award	80 days from the day of announcement of qualified applicants.	
3	Validity of Bid	36 weeks from Bid Due date	
4	Signing of Agreement (O&M)	Within 30 working days of issue of letter of intent/award	By the selected bidder and, in the case of a bidding entity, each member of the bidding entity which shall form an SPV for this purpose

5	Major Development Plan (if any)	Within 4 months of the signing of Agreement	
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5. BIDDING PROCESS

- a. A Bidder (Qualified Applicant) is permitted to bid for the PDC at Bidhan Nagar in Siliguri, West Bengal for which proposal has been invited by the Awarder.
- b. The methodology and criterion on which the bids are evaluated is as given in Appendix “A”. Based on the methodology detailed in Appendix “A”, the successful bidder shall be identified.
- c. Subsequent to the completion of bidding process, the Awarder will issue Letter of intent (LOI) to the successful bidder. The successful bidder shall form an SPV to be incorporated as company under Companies Act 1956, which shall sign the O&M Agreement with the SJDA.

6. INSTRUCTIONS TO THE BIDDERS

6.1. GENERAL

- (i) A bidder is eligible to submit only one bid for the project. A bidder bidding individually or as a member of consortium shall not be entitled to submit another bid either individually or as a lead member of any other consortium as the case may be.

Each of the Bidders and the consortium members shall duly accept the terms and conditions of this RFP as well as O&M agreement at Appendix I.

- (ii) The bids to be given shall be unconditional. The bids, which are conditional, are liable to be out rightly rejected.
- (iii) The bids will be given based on bidding documents including finalized drafts of the agreements circulated to the bidders as provided in Clause 5

- (iv) It is a condition of the Bid that the bidders accept the documents and agree to be bound by the terms and conditions therein. Awarder shall have no obligation to the bidders to discuss or negotiate any agreement of terms thereof either before or after the submission of the bids.
- (v) The Bids should be submitted in two separate sets. One comprising of the Technical Bid and the other of the Financial Bid. The Technical bid would comprise of the Detailed Business Plan along with requisite documents of Qualification as mentioned in clause 2.2 (c) . The Financial Bid should be submitted in a sealed envelope separately.
- (vi) The RFP documents are being distributed to and are meant only for the use by the bidders or bidding entity recognized by Awarder.
- (vii) The RFP documents are not transferable.
- (viii) The awarder reserves the right to reject all or any of the bids, if it considers it necessary, and /or to withdraw from the proposed PDC project or any part of the process or to vary any of its terms at any time without giving any reason therefore and /or to require bidders to submit revised bids on such basis as the SJDA may determine.
- (ix) The SJDA, at its sole discretion, is entitled to assign any of its rights under this document or otherwise nominate any company owned or controlled by the SJDA, to undertake the work on behalf of the SJDA under this document.
- (x) Each Bidder/Bidding Entity has responsibility for all costs, expenses and liabilities incurred by it in connection with the proposed Project including (without limitation) in connection with the preparation and/or submission of the bids.
- (xi) Requesting and /or receiving the Bids will not constitute a commitment by the SJDA to enter into any agreement, undertaking or covenant with a Bidder/Bidding Entity.
- (xii) Neither this RFP nor any of the other RFP documents is a prospectus or offer or invitation to the public in relation to the sale of shares, debentures or securities, nor shall the RFP Documents or any part of them form the basis of, or be relied upon in any way in connection with, any contract relating to any shares, debentures or securities.

- (xiii) Whilst the information in the RFP documents has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. The RFP Documents include certain statements, estimates, projections, targets and forecasts with respect to PDC. Such statements, estimates, projections, targets and forecasts reflect various assumptions which may or may not prove to be correct. No representation or warranty is given as to the reasonableness of, and no reliance should be placed on, any statements, estimates, projections, targets or forecasts or the assumptions on which they may be based and nothing in the RFP Documents is, or should be relied on as, a promise, representation or warranty. The Project Information Memorandum (PIM) is being provided only as a preliminary reference document by way of assistance to the bidders who are expected to make their own survey/investigations, detailed examination, independent assessment and seek its own professional, financial and legal advice before submitting their bid. Nothing contained in the PIM shall be binding on the awarder nor confer any right on the bidders, and the awarder shall have no liability whatsoever in relation to or arising out of any or all contents of PIM.
- (xiv) By participating in the bid each of the bidders and the bidding entities shall be deemed to have acknowledged and accepted that he has not been induced to enter into such agreement by any representation or warranty, express or implied, or relied upon any such representation or warranty by or on behalf of SJDA and its consultants. The Bidders/Bidding Entities should conduct their own investigation and analysis of the PDC and all matters connected with the PDC Project.
- (xv) Notwithstanding anything to the contrary contained in the RFP, the detailed terms specified in the draft agreement (O&M) shall have overriding effect; provided, however that any conditions or obligations imposed on the bidder hereunder shall continue to have effect in addition to its obligations under the said agreement.
- (xvi) The Bidder should submit a Power of Attorney as per the format at Appendix – E & F as the case may be authorizing the signatory of the Bid to commit the Bidder as part of the technical bid.
- (xvii) In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix –as part of the Technical Bid (Appendix-B).
- (xviii) The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith.

Bidders are to treat all information as strictly confidential and shall not use it for any purposes other than for preparation and submission of their Bid. The authority will not return any Bid or any information provided along therewith.

(xix) Bidder shall not have a conflict of interest (“Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the authority for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

- a. such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder(s) (or any of its constituents) is less than 1% of its paid up and subscribed capital; or
- b. a constituent of such Bidder is also a constituent of another Bidder; or
- c. such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or
- d. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- e. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others’ information about, or to influence the Bid of either or each of the other Bidder; or (f) such Bidder has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

(xx) A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the awarder in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOI or (ii) execution of the Agreement (O&M). In the event any such adviser is engaged by the Selected Bidder after issue of the LOI or execution of the Agreement, then notwithstanding anything to the contrary contained herein or in the LOA or the

Concession Agreement and without prejudice to any other right or remedy of the awarder, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the awarder may have there under or otherwise, the LOI or the O&M Agreement, as the case may be, shall be liable to be terminated without the awarder being liable in any manner whatsoever to the Selector Bidder for the same.

- (xxi) The bidder/concessionaire shall pay the service tax at applicable rates along with the fees, payment and share of revenue to SJDA over & above the quoted amount.

6.2 CHANGE IN COMPOSITION OF THE CONSORTIUM

6.2.1 Where the Bidder is a Consortium, change in composition of the Consortium may be permitted by the Awarder during the Bid Stage, only where:

- a. The Lead Member continues to be the Lead Member of the Consortium;
- b. The substitute is at least equal, in terms of Technical Capacity and Financial Capacity, to the Consortium member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants; and
- c. The new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/Member of any other Consortium bidding for this Project.

6.2.2 Approval for change in the composition of a Consortium shall be at the sole discretion of the Awarder and must be approved by the Awarder in writing.

6.2.3 The modified/reconstituted Consortium shall be required to submit accordingly a revised Bidding Agreement before the Bid Due Date.

6.3 CHANGE IN OWNERSHIP

6.3.1 By submitting the Bid, the Bidder shall be deemed to have acknowledged that it was prequalified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members who will own at least 26% each of the equity. The Bidder further acknowledges and undertakes that each of such Consortium Members shall continue to hold at least 26% of the equity in it up to the first five years of the operations of the PDC. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the O&M Agreement, and a breach hereof shall, notwithstanding

anything to the contrary contained in the O&M Agreement, be deemed to be a breach of the O&M Agreement and dealt with as such there under.

6.3.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and /or Financial Capacity was taken into consideration for the purposes of evaluating qualification criterion, the Bidder shall inform the Awarder forthwith along with all relevant particulars about the same and the Awarder may, in its sole discretion, disqualify the Bidder or withdraw the LOI from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the O&M Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the O&M Agreement, be deemed to be a breach thereof, and the O&M Agreement shall be liable to be terminated without the Awarder being liable in any manner whatsoever to the bidder/PE. In such an event, notwithstanding anything to the contrary contained in the O&M Agreement, the Awarder shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Awarder for inter alia, time, cost and effort of Awarder, without prejudice to any other right or remedy that may be available to the Awarder hereunder or otherwise.

6.4 COST OF BIDDING

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

6.5 SITE VISIT AND VERIFICATION OF INFORMATION

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

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

- a. made a complete and careful examination of the Bidding Documents;
- b. received all relevant information requested from the Awarder;

- c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Awarder relating to any of the matters referred to in Clause 6.5.1 above;
- d. satisfied itself about all matters, things and information including matters referred to in Clause
- e. Hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
- f. Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any or the matters referred to in Clause 6.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Awarder, or a ground for termination of the Concession Agreement; and
- g. Agreed to be bound by the undertaking provided by it under and in terms hereof.

6.5.3 The Awarder shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, Including any error or mistake therein or in any information or data given by the 'Awarder'.

6.6 DOCUMENTS

6.6.1 Contents of the RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addendum/corrigendum issued in accordance with Clause:

Invitation for Bids

- *Terms and definitions*
- *Introduction*
- *Scope of Work*
- *Deliverables*
- *Time Schedule of Bidding Process*
- *Evaluation of Bids and award of contract*
- *Instructions to Bidders*

Appendices

- I. Project Evaluation Criteria (Appendix-A)
- II. Letter comprising the Bid (Appendix-B)
- III. Bank Guarantee for Bid Security (Appendix-C)
- IV. Power of Attorney for signing of Bid(Appendix-D)
- V. Power of Attorney for Lead Member of Consortium (Appendix-E)
- VI. Proforma for Financial Bid (Appendix-F)
- VII. Undertaking from Bidder (Appendix-G)
- VIII. Operation and Management Agreement (appendix-I)

6.6.2 Pre-bid Conference & Clarifications

A pre-bid conference of the interested bidders may be convened at the designated date, time and place. Bidder requiring any clarification on the RFP may notify the Awarder in Writing or by fax and e-mail. The Awarder shall endeavor to respond to the questions raised or clarification sought by the Bidder. However, the awarder reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the awarder to respond to any question or to provide any clarification. The Awarder may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Awarder shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Awarder or its employees or representatives shall not in any way or manner be binding on the Awarder.

6.6.3 Amendment of RFP

At any time prior to the deadline for submission of Bids, the Awarder may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda. Any Addendum thus issued will be communicated through publication in the website of SJDA i.e www.sjda.org. . In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Awarder may, at its own discretion, extend the Bid Due Date. Bidders are advised to follow the website of SJDA regularly for having required information, addendum, corrigendum, minutes of the meetings etc. of the bid, if any.

6.7 BID DUE DATE

- i. The bids should be submitted before 1700 hours IST on 28th March, 2016 at the address mentioned in section 6.12 in the manner and form detailed in this RFP.
- ii. The Awarder, at its sole discretion, may extend the last date of Submissions of the Bids.

6.8 LATE BIDS

Bids received by the Awarder after the specified time on the bid due date shall not be eligible for consideration and shall be summarily rejected.

6.9 EARNEST MONEY DEPOSIT/BID SECURITY

- (a) Each of the bidders shall furnish Earnest Money Deposit of Rs. 20 lakh to the SJDA along with the bid. The earnest money shall be either in the form of an Account payee demand draft drawn in favor of SJDA or in the form of an irrevocable unconditional bank guarantee payable on demand to SJDA from a scheduled commercial bank for payment upon such demand. The text of the bank guarantee shall be in the prescribed form furnished to SJDA along with the RFP Documents. If the bidders desire any modification the same shall be subject to the approval of SJDA. Validity of the Bank Guarantee shall be one year from the due date/last date fixed for submissions of the bids. The EMD will be refunded / returned to the unsuccessful bidder immediately after the completion of the bidding process leading to final selection of successful bidder.
- (b) SJDA shall be entitled to make demand under the Bank Guarantee on the occurrence of any of the following events:
 - i. Bidder purports to withdraw revise Bid at any time prior to the announcement accordance with the RFP.
 - ii. Unless an event of Force Majeure exists, the Bidder refuses or fails to enter into, on or prior to the date specified, the Relevant Agreement for the PDC Project for which it has made a successful Bid and upon acceptance by SJDA in accordance with the provisions of the RFP; or
 - iii. Bidder or, if relevant, any of the bidding entity ceases or threatens to cease to carry on business or is or becomes unable to pay its debts as they fall due; or

- iv. In the event that Bidder is not finally selected, SJDA shall return the earnest money/bank guarantee. The Bank Guarantee shall thereupon be discharged and not at any time prior thereto.
- v. In the event the Bidder is selected, the Earnest Money Deposit shall be returned after furnishing the Bank Guarantee for release of Subsidy.

6.10 VALIDITY OF BIDS

By giving the Bids, each of the bidders shall be taken to have agreed and accepted that they will as a condition keep the bids valid for acceptance by SJDA for a period of 36 weeks from the bid due date/ last date fixed for submission of the bids and shall not be entitled to withdraw or vary the bids submitted at any time during the said period.

6.11 PREPARATION AND LANGUAGE OF BIDS

- (a) The bidder shall provide all the information sought under this RFP. The awarder will evaluate only those bids that are received in the required formats and complete in all respects.
- (b) The bids along with the related documents shall be typed or written in legible ink in English (official language of the state may be considered as per language policy of the Government) and signed by the authorized signatory of the bidder who shall also initial each page in blue ink. All the alterations, omissions, additions or any other amendment made to the bid shall be initialed by the authorized person signing the bid. Supporting documents and printed literature furnished by the bidder with the bid documents may be in any other language provided that they are accompanied by translation in the English language.

6.12 SEALING AND MARKING OF BIDS

- (i) The bidder shall submit the bid in the format specified at Appendix B & F and seal each in separate envelope and mark the envelope as “Bid (Technical)/ Bid (Financial)” as the case may be. The undertaking as prescribed in Appendix G will be annexed to Technical bid (Annexure-B).
- (ii) The documents accompanying the bid shall be placed in a separate envelope and marked as “enclosure of the bid”. The document shall include:-
 - a. Cost of the RFP document
 - b. EMD/Bid security

- c. Power of attorney for signing of the bid in the prescribed format (Appendix –E)
- d. If applicable, power of attorney for lead member of the consortium in the prescribed format (Appendix-F)
- e. Description of bidder (copy of memorandum & articles of association, if the applicant/bidder is a body corporate, and if a Partnership then a copy of its partnership deed)
- f. Requisite documents regarding qualifications as mentioned in Claus 2.2 (c) of RFP
- g. Business Plan

A true copy of documents accompanying the bid as specified above shall be placed in the hard bidding and the pages shall be numbered serially. This copy of the document shall be placed in a separate envelope and marked “copy of document”. All the three envelopes as specified above shall be placed in an outer envelope which shall be sealed. Each of the four envelopes shall clearly bear the following identification:

“Bid for the [Complete name of the project] Project”

Additionally, it should clearly indicate the name and address of the bidder. In addition, bid due date should be indicated on each of the envelope.

Each of the envelopes shall be addressed to:

**The Chief Executive Officer,
Siliguri Jalpaiguri Development Authority,
Tenzing Norgey Road, Central Bus Terminus,
Pradhan Nagar, Siliguri-734003 Tel-0353-2515647, 2512922
Email: sjdawb@gmail.com Fax: 0353-2510056**

If the envelopes are not sealed and marked as instructed above, the awarder assumes no responsibility for the misplacement or pre-mature opening of the bids submitted.

Bids submitted by Fax, Telex, Telegram or e-mail shall not be entertained and shall be rejected.

6.13 MODIFICATION/SUBSCRIPTIONS/WITHDRAWAL OF BIDS

The bidder may modify, substitute or withdraw its bid after submission, provided that written notice of the modification, substitution or withdrawal is received by

the awarder prior to bid due date. No bids shall be modified, substituted or withdrawn by the bidder on or after the bid due date.

The modification, substitution or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with clause (sealing and marking of bids) with the envelopes additionally marked “modification”, “substitution” or “withdrawal” as appropriate.

6.14 CORRESPONDENCE WITH THE BIDDER

The awarder shall not entertain any correspondence with any bidder in relation to acceptance/rejection of any bid.

6.15 OPENING OF THE BIDS

Awarder would open the technical bids received on the due date at 17:30 hours for the purpose of evaluation in the presence of those bidders who wish to be present or their duly authorized representative in the office of (address to be mentioned by awarder). Bids for which acceptable notice has been submitted shall not be opened. Subsequent to opening of bids, Awarder would examine the bids for their eligibility and thereafter to evaluate in accordance with Appendix A.

6.16 DISQUALIFICATION

1. Awarder, may in its sole discretion and at any time during the processing of RFP, disqualify any bidder from the RFP process if the bidder has –
 - a. Submitted the RFP after the scheduled date and time.
 - b. Not followed sealing and marking procedure as prescribed at section 6.12
 - c. Not submitted the Detailed Business Plan
 - d. Made misleading or false representations in the forms statements and attachments submitted in proof of the eligibility requirements.
 - e. If found to have a record of poor of performance in various other projects such as abandoning works, not properly completing the Project, inordinately delaying completion, being involved in litigation or financial failures, etc.

- f. RFP which is not accompanied by required documentation such as power of attorney etc and Earnest Money Deposit (EMD) and cost of the RFP document will be treated as non-responsive.
 - g. Failed to provide clarifications related thereto, when sought.
 - h. Submitted more than one RFP. This will cause disqualification of all or subsequent to first RFP submitted by such applicants.
 - i. The prescribed minimum project investment outlay as prescribed in Appendix-A has not been adhered to.
- 2. Applicants who are found to canvass, influence or attempt to influence the qualification or selection process, in any manner that may be by offering bribes or other illegal gratification or in any other manner shall be disqualified from the process at any stage.
- 3. A bid not valid for at least 36 weeks shall be considered as non-responsive and would be disqualified.

6.17 RIGHT TO ACCEPT OR TO REJECT ANY OR ALL BIDS

6.17.1 Notwithstanding anything contained in this RFP, the Awarder reserves the right to accept or reject any Bid and to annul the Bidding process and reject all bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

6.17.2 The Awarder reserves the right to reject any Bid and appropriate the Bid Security if:

- a. At any time, a material misrepresentation is made or uncovered, or
- b. The Bidder does not provide, within the time specified by the Awarder, the supplemental information sought by the Awarder for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified/ rejected. If such disqualification / rejection occur after the bids have been opened and the [lowest/highest] Bidder gets disqualified/rejected, then the Awarder reserves the right to:
 - i. Invite the remaining Bidders to submit Bids
 - ii. Take any such measure as may be deemed fit in the sole discretion of the Awarder, including annulment of the Bidding Process.

6.17.3 In case it is found during the evaluation or at any time before signing of the O&M Agreement or after its execution and during the period of subsistence thereof, that one or

more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith, and if the Bidder has already been issued the LOI or has entered into the O&M Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Awarder to the Bidder, without the Awarder being liable in any manner whatsoever to the Bidder/PE as the case may be. In such an event, the Awarder shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Awarder for, inter alia, time, cost and effort of the awarder, without prejudice to any other right or remedy that may be available to the Awarder.

6.17.4 The Awarder reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP, or the Bidding Documents. Failure of the Awarder to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Awarder hereunder.

7. CONFIDENTIALITY

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Awarder in relation to or matters arising out of, or concerning the Bidding Process. The Awarder will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Awarder may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Awarder.

8. EVALUATION OF BIDS AND AWARD OF CONTRACT

- i. Applicants would be required to furnish along with RFP, the technical proposal (as annexure to Appendix B), a declaration (format annexed at Appendix E) as to for which of other O&M projects he has applied for or has been awarded for implementation. The bidder participating in bid for more than one O&M project should have commensurate financial capability in terms of higher net worth. If the bidder is bidding for more than

one O&M project at a time, then he must also furnish order of priority among these projects.

- ii. The Applicants 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. The criteria on which the bids shall be evaluated and the methodologies for evaluation of bids are as given in Appendix “A”.
- iii. Subsequent to the completion of bidding process, the SJDA shall invite the successful Applicant for signing of Agreement. The successful Applicant shall have to incorporate a Special Purpose Vehicle under the Companies Act, 1956 (PE) which shall sign the Agreement with the SJDA.

9. FRAUD AND CORRUPT PRACTICES

9.1 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.

9.2 Without prejudice to the rights of the Awarder under Clause 9.1 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.

9.3 For the purposes of this Clause, 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)

(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;

(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.

10. MISCELLANEOUS

10.1 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.

10.2 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.

10.3 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.

APPENDIX A- PROJECT EVALUATION & BIDDING CRITERIA

1. Project Evaluation:

Technical Evaluation Criteria:

The bidders will submit a Detailed Business Plan as part of their technical bid. The Business plan will be assessed by the designated Transaction Advisor appointed by SJDA for this purpose.

The Business Plan will be assessed on the following parameters:

S.No	Parameter	Unit of Measurement	Weightage	Score
1	Aggregate Net worth/Financials of the Applicant	Rs in Crore	20	Rs.5 to 10 Crore- 5
				Rs. 10 to 25 Crore- 10
				More than Rs.25 crore- 20
2	Relevant Experience	Area of Experience & of years of experience	30	Experience in agribusiness- 5
				Experience in cold chain, logistics-15
				Experience in O&M of similar facility-25
				Experience of PPP shall be provided extra 5

				marks
3	Proposed O&M Plan		30	
4	Financial parameters like IRR/Break Even/DSCR etc. of etc. Project	Rate	20	
	Total		100	

A bidder scoring 70 or more shall qualify for the next stage of financial bid.

2. Methodology for Evaluation of Financial Bids

Only viable Business Plans as declared viable by the designated project Consultant will be taken up for further assessment and the financial Bids of these Bidders will be considered.

i) The Financial Bids submitted (in the format as prescribed in Appendix) by the Bidders shall be assessed on the amount of total fees quoted by the Bidder. The Bidders shall be required to submit their financial bids as per the bid response sheet 4 provided in this RFP document. The project shall be awarded to the Bidder quoting the maximum yearly fee to SJDA irrespective of the revenues generated from operating the facility in absolute terms along with one time upfront payment and agreeing to share of revenue in the form of service charge as mentioned in bid response no 4 payable to SJDA by the O&M partner at the time of awarding of the project.

3. Evaluation in the event of Tie:

- (i) In case there is tie among bidders on criteria mentioned in points 2(i) above, draw of lots will be done to select the candidate for awarding the Project.

APPENDIX B- LETTER COMPRISING THE BID

Dated:

To,

[The Awarder-Please Specify],

*****]

Sub: Bid for O& M of PDC Project at at Bidhan Nagar, District Darjeeling, West Bengal

Dear Sir,

With reference to your RFP document of Reference No.....dated *****, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid project.

1. The Bid is unconditional and unqualified.
2. All information provided in the Bid and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for the [operation and management] of the aforesaid Project.
4. I/We shall make available to the Awarder any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Awarder to reject out Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we/any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/We declare that:
 - a. I/We have examined and have no reservations to the Bidding Documents, including any Addendum/Corrigendum issued by the Awarder.

- b. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender of request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- c. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with clause of the RFP document.

9. I/We believe that we/our Consortium/ proposed Consortium satisfy (ies) the Net Worth criteria and meet(s) the requirement as specified in the RFP document and are/is qualified to submit a Bid

10. I/We declare that we/any Member of the Consortium are/ is not a member of a/ any other Consortium submitting a Bid for the Project.

11. I/we certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

13. I/We further certify that no investigation by any authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.

14. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Awarder of the same immediately.

15 [We acknowledge that our Consortium/Proposed Consortium was pre-qualified and Short-listed on the basis of Technical Capacity and Financial Capacity of those of its

Members who will own at least 26% of the equity in it and undertake that each such Consortium Members shall continue to hold at least 26% of the equity in it upto first five years of the O&M of PDC. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the O&M Agreement in respect of Change in Ownership.]

16. [I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with the RFP, I/We shall inform the Awarder forthwith along with all relevant particulars and the Awarder may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the O&M Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the O&M Agreement shall be liable to be terminated without the Awarder being liable to us in any manner whatsoever.]

17. I/We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956 or shall incorporate itself as such prior to execution of the O&M Agreement.

18. I/We here irrevocably waive any right which we may have at any stage at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Awarder in connecting with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

19. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a O&M Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. I/We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

20. I/We have studied all the Bidding Documents carefully and also estimated/surveyed the proposed project Site, Volume, quality and seasonality of the commodities. We understand that except to the extent as expressly set forth in the O&M Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Awarder or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of contract.

21. I/We submit our Detailed Business Plan duly signed on each page in a separate envelope marked Technical Proposal for aforesaid PDC.

22. I/We offer a Bid Security of Rs. 20 lakh (Rupees Twenty lakhs only) to the Awarder in accordance with the RFP Document.

23. The Bid Security in the form of a Demand Draft/Bank Guarantee (strike out whichever is not applicable) is attached.

24. I/We submit a demand draft of Rs. 10,000 (Rupees Ten thousand only) in favor of “Chief Executive Officer, Siliguri Jalpaiguri Development Authority” payable at Siliguri towards cost of the RFP document.

25. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Concession are not awarded to me/us or our Bid is not opened.

26. I/We agree to keep this offer valid for 36 weeks from the Bid Due Date specified in the RFP.

27. I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/We submit this Bid under and in accordance with the terms of the RFP document.

Yours Faithfully,

Date:

Place

Name of the Bidder:

Name and designation of the Authorized signatory:

Signature of the Authorized signatory:

Seal of Bidder/Lead Firm

Enclosure:

- Cost of the RFP document of Rs. 10,000 (Rupees Ten thousand only) through demand draft in favor of “Chief Executive Officer, Siliguri Jalpaiguri Development Authority” payable at Siliguri
- EMD

- Power of Attorney
- Memorandum of Agreement of all the members of Consortium
- Business Plan
- Undertaking as per Annexure G
- Description of Bidder
- Requisite documents regarding qualification

APPENDIX C- BANK GUARANTEE FOR BID SECURITY

B.G. No..... Dated.....

1. In consideration of you, SJDA having its office at **Tenzing Norgye Road, Central Bus Terminus, Pradhan Nagar, Siliguri-734003** (hereinafter referred to as the “Awarder” which expression shall unless it be repugnant to the subject or context thereof include its, successors and assign) having agreed to receive the Bid of _____ [a Company registered under provision of the Companies Act. 1956] and having its registered office at _____ [and acting on behalf of its Consortium] (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assign), for the PDC at..... (specify location) on [BOO] basis (hereinafter referred to as “the Project”) pursuant to the RFP Document No.....dated ***** issued in respect of the Project and other related document (hereinafter collectively referred to as “Bidding Documents”), we [Name of the Bank] having our registered office at _____ and one of its branches at _____(hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of section 6.9 of the RFP Document, irrevocably unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. ***** (Rupees ***** only) as bid security (hereinafter referred to as the “Bid Security”) as our primary obligation without any demur, reservation recourse, contest to as the “Bid Security”) as our reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Awarder stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Awarder is disputed by the Bidder or not merely on the first demand from the Awarder stating that the amount claimed is due to the Awarder by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever.

Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ***** (Rupees ***** only.)

4. This Guarantee shall be irrevocable and remain in full force for a period of 36 weeks from the Bid Due date or for such extended period as may be mutually agreed between the Awarder and the Bidder, and agreed to by Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Awarder shall be sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Awarder and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Awarder shall be entitled to treat the Bank as the principal debtor. The Awarder shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Awarder, and the Bank shall not be released from its liability under these presents by any exercise by the Awarder of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Awarder or any indulgence by the Awarder or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Awarder to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Awarder may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Awarder in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by _____ Bank

By the hand of Mr. /Ms. _____, its _____ and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

APPENDIX D- POWER OF ATTORNEY FOR SIGNING OF BID

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us/the Lead Member or our Consortium and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the PDC at (Specify location) being developed by the SJDA hereinafter referred as Awarder, including and writings participate in bidders’ and other conferences and providing information / responses to the Authority, representing us in all matters before the Awarder signing and execution of all contracts including the Agreement (Operation Maintenance Development Agreement) and undertakings consequent to acceptance of our bid, and generally dealing with the Awarder in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Awarder AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

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

For _____

(Signature)

(Name, Title and Address)

Witnesses:

1.

2.

Accepted [Notarised]

(Signature)

(Name, Title and Address of the Attorney)

APPENDIX E- POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

Whereas the SJDA, hereinafter referred as awarder, has invited bids from pre-qualified and short-listed parties for the PDC Project (“the Project”) at(specify location), Whereas, _____, _____ and _____ (collectively the “Consortium”), being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all Acts, Deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. _____ having our registered office at _____, and M/s. _____, having our registered office at _____, and M/s _____, having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s _____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all application, bids and other documents and writings, participate in bidders’ and other conferences, respond to queries, submit information/documents, sign and execute contract and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Awarder, and/or any other Government Agency or any person, in all meters in connection with or relating to or arising out of the Consortium’s bid for

the Project and/ or upon award thereof till the Concession Agreement is entered into with the Awarder, AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS_____DAY OF _____20**.

For_____

(Name & Title)

For_____

(Name & Title)

For_____

(Name & Title)

For_____

(Name & Title)

Witnesses:

1.

2.

(Executants)

(To be executed by all the Members of the Consortium)

APPENDIX F- PERFORMA FOR FINANCIAL BID

Bid Response Sheet No.3

Covering letter for the Financial Bid

To
[Name and Address of Nodal Officer]

Sir,

Sub: Financial Bid for the O&M of PDC, Bidhan Nagar, West Bengal

Please find attached our Financial Bid for the captioned project.

I/ We confirm that the Financial Bid submitted herein above will remain valid till _____(mention the validity period which should be more than 36 weeks)

Dated _____ Day of _____ 200

Name of the Bidder :

Signature and Stamp of the Authorized Person:

Name of the Authorized Person :

Designation of the Authorized Person :

Bid Response Sheet No. 4

Financial Bid Format

(To be provided on the letterhead of the Bidder)

1. Name of the Bidder : _____
2. Address : _____
3. Financial Bid

S.No.	Particular	Amount in INR (for 1 & 2)	
		In figure	In words
1	Annual Fee to be paid to the SJDA		
2	Upfront payment to be paid to the SJDA		
3	Share of revenue in the form of Service charge to be collected by pineapple traders	Fifty percent	

Note: In case of mismatch in Figure & Words, amount quoted in words will be taken into consideration.

Dated _____ Day of _____ 200

Name of the Bidder :

Signature and Stamp of the Authorized Person:

Name of the Authorized Person :

Designation of the Authorized Person :

APPENDIX G- UNDERTAKING FROM BIDDERS

- i. We hereby declare that we have applied for /awarded following O&M projects:

Name & Location	Period of Setting up	Project Cost (Rs Crore)
1.		
2.		
3.		

(Signature of the Applicant)