

CIN U74140WB1981SGC025057

REQUEST FOR PROPOSAL (RFP)

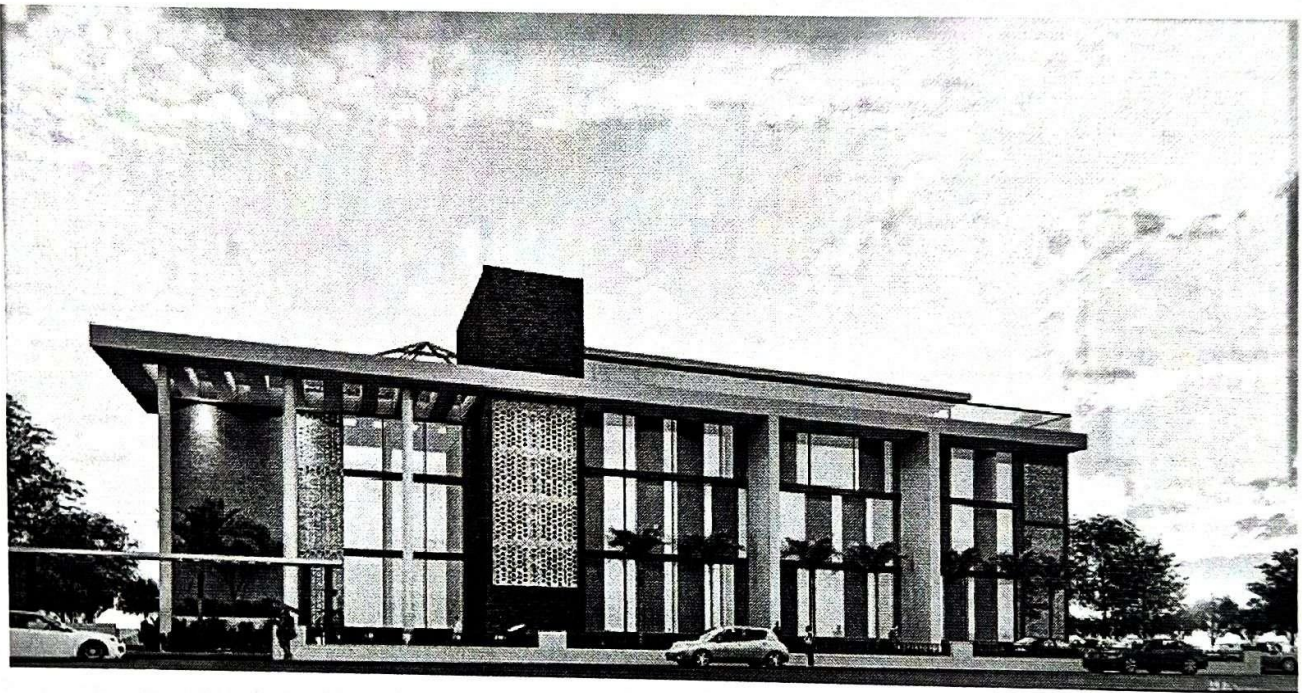
FOR

DEVELOPMENT OF MARKETING HUB FOR
SHGs/ ARTISANS IN DIFFERENT DISTRICTS OF
WEST BENGAL IN PPP MODE

(3rd Call)
Alipurduar

Memo No. SB2/0769/2025-26

Dated: 19th November, 2025



The West Bengal Small Industries Development Corporation Limited
(A Govt. of West Bengal Undertaking)
Regd. Office: "Shilpa Bhavan," 2nd Floor, 31 Black burn Lane, Kolkata-12

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CONTENTS OF RFP DOCUMENTS

S. No.	Parts of RFP	
1	VOLUME I (INFORMATION TO BIDDERS)	
2	VOLUME II (DRAFT CONCESSION AGREEMENT)	
3	VOLUME III (SCHEDULES TO DRAFT CONCESSION AGREEMENT)	

CONTENTS OF VOLUME– I

- I.** This Volume-I of the RFP documents comprise of the Disclaimer set forth herein below, the contents as specified hereinafter, and will additionally include Addenda issued by **The Managing Director, The WBSIDC Ltd.**, if any:

Information to Bidders	
SECTION 1	INTRODUCTION
SECTION 2	INSTRUCTION TO BIDDERS
SECTION 3	EVALUATION OF BIDS
SECTION 4	FRAUD AND CORRUPT PRACTICES
SECTION 5	PRE-BID CONFERENCE
SECTION 6	MISCELLANEOUS

Appendices

- I. Letter comprising the Bid
 - II. Power of Attorney for signing of Bid
 - III. Power of Attorney for Lead Member of Consortium
 - IV. Letter comprising the Area Sharing Bid
 - V. Bank Guarantee for Bid Security
- II.** The Draft Concession Agreement provided in Volume–II and Schedules to Draft Concession Agreement provided in Volume – III, as part of the Bid Documents shall be deemed to be part of this RFP.

THE WEST BENGAL SMALL INDUSTRIES DEVELOPMENT CORPORATION LIMITED**NOTICE INVITING REQUEST FOR PROPOSAL (RFP)****Memo No. SB2/0769/2025-26****Dated: 19th November, 2025**

The West Bengal Small Industries Development Corporation Limited (the “WBSIDCL”), invites interested entities to participate in the bidding process for the **DEVELOPMENT OF MARKETING HUB FOR SHGS/ ARTISANS IN DIFFERENT DISTRICTS IN PPP MODE**. The summary of various activities with regard to this invitation of bids is listed in the activity table below:

S. No.	Items	Description
1.	Name of the Project	DEVELOPMENT OF MARKETING HUB FOR SHGS/ ARTISANS IN DIFFERENT DISTRICTS IN PPP MODE
2.	Mode of submission of bids	Hard copy submission
3.	Cost of Bid Document	NIL
4.	Bid Security Amount	Rs.2,00,000 (Rupees Two Lakhs Only) (in form of Demand Draft) Note: To participate in the bidding process, Bidders are required to submit a Bid Security separately for each location they wish to bid on.
5.	Performance Security Amount	1) Land area Up to 0.25 Acres: Rs. 15 Lakh 2) Land area Up to 1.00 Acres above 0.25 Acres: Rs. 25 Lakh 3) Land area above 1.00 Acres: Rs. 40 Lakh Performance Security Amount shall be deposited in the form of Bank Guaranty (BG) Within 7 working days from the date of issuance of LOA
6.	Bid Document Download & Submission, i.e., Start Date & Time	Start Date: 19th November, 2025 on the portal: http://www.wbsidcl.in & www.wbmsme.gov.in or physically collected from the office of the WBSIDCL, Kolkata..
7.	Last Date for sending Pre-Bid/ RFP Queries	26th November, 2025 up to 01:00 P.M. IST by hand to the office of WBSIDCL or through email: eo@wbsidcl.in
8.	Date of Pre-Bid Conference	26th November, 2025 at 3:00 P.M. IST , at the Conference Hall of MSME&T Department, 7 th Floor, Shilpa Sadan or online through Video Conferencing (<i>details will be provided later on the website</i>)
9.	Date for response to Pre-Bid queries	On or before 27th November, 2025 on the website: www.wbsidcl.in & www.wbmsme.gov.in
10.	Last date for Bid submission (Bid Due Date)	11th December, 2025 up to 04:00 P.M. IST
11.	Date & Time for opening of Technical Bid	12th December, 2025 at 03:00 P.M. IST in the office of WBSIDCL, Kolkata.
12.	Date & Time for opening of Area Bid	To be notified subsequently to technically shortlisted Bidders

1. Bidding Document can be seen on and downloaded from the portal: www.wbsidcl.in & www.wbmsme.gov.in by the interested parties.
2. The Bidding Process can be postponed or cancelled at any time by the WBSIDCL and no claim shall be entertained on this account.
3. For further details and bidding schedule, visit the portal www.wbsidcl.in & www.wbmsme.gov.in
4. WBSIDCL shall in no event accept any conditional Bid from the Bidders.

Sd/-

Estate Manager, WBSIDCL

DISCLAIMER

The information contained in this Request for Proposal (the “**RFP**”) document or subsequently provided to Bidder(s) (the “**Addenda**”), whether verbally or in documentary form or any other form by or on behalf of the WBSIDCL 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 an invitation by the WBSIDCL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with the information that may be useful to them in making their technical and area sharing offers pursuant to this RFP (the “**Bid**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the WBSIDCL 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 the persons, and it is not possible for the WBSIDCL its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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 WBSIDCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The WBSIDCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of this 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 WBSIDCL 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 WBSIDCL 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 WBSIDCL is bound to select a Bidder or to appoint the Successful Bidder or Developer, as the case may be, for the Project and the WBSIDCL 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 presentations which may be required by the WBSIDCL any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the WBSIDCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding process.

VOLUME I – INFORMATION TO BIDDERS

1. INTRODUCTION

1.1. BACKGROUND

- 1.1.1. The Government of West Bengal, through its Panchayat and Rural Development departments, has launched an initiative called "MARKETING HUB FOR SHGs / ARTISANS" in PPP mode to address the marketing related challenges of SHG / ARTISANS products as well as Artisans in West Bengal. This initiative aims to promote handcrafted products made by women members of Self Help Groups (SHGs / Artisans across the state. The "MARKETING HUB FOR SHGs / ARTISANS" initiative has established a multi-storied shopping outlet in different districts of West Bengal with permanent shops to showcase traditional products from each district, all made by women SHG / Artisans members. The uniqueness of the marketing hub is that the women from rural and remote areas run the stalls themselves, gaining exposure to larger markets and professional retail experience. The primary goal of "MARKETING HUB FOR SHGs / ARTISANS" is to create a permanent marketing hub for rural individuals to sell their products and receive fair prices, ultimately helping them overcome poverty. This initiative is a significant step towards empowering women and promoting the rural handicrafts of West Bengal in urban markets.
- 1.1.2. The West Bengal Small Industries Development Corporation Limited (WBSIDCL), acting as the Nodal Agency on behalf of the Department of MSME&T, Government of West Bengal, invites Expressions of Interest (RFP) from reputed private developers/partners to develop SHG / ARTISANS Marketing Hubs across **23 districts** of West Bengal under the Public-Private Partnership (PPP) framework. The primary objective of the project is to create permanent marketing spaces for Self-Help Groups (SHGs / ARTISANS) in each district, enhancing their market accessibility, income generation opportunities, and product visibility.
- 1.1.3. The proposed site of the Projects is situated across districts of West Bengal, the identified land parcels are categorized in three (3) categories viz. **Category-I (Land Size upto 0.25 acre), Category-II (Land Size 0.25 to 1.0 acre) and Category-III (Land Size above 1.00 acre)** specific details of land locations and size has been attached herewith.
- 1.1.4. WBSIDCL seek bids through the present RFP from interested and eligible entities (the “**Bidder**” which expression shall, unless repugnant to the context, include the Members of the Consortium also) for selection of a private player to whom the Project may be awarded through an open competitive bidding process in accordance with the procedure set out herein(the “**Selected Bidder**”) and who shall thereafter undertake the Project in accordance with the terms of this RFP including the Agreement to be executed with the Authority.
- 1.1.5. The Selected Bidder shall be responsible for designing, development, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of the agreement (the “**Concession Agreement**”) to be entered into between the Concessionaire and the Authority in the form provided by WBSIDCL as part of the Bidding Documents pursuant hereto.
- 1.1.6. The Concession Agreement sets forth the detailed terms and conditions for the grant of concession to the Concessionaire, including the scope of the Concessionaire’s services and obligations (the “**Concession**”).
- 1.1.7. The Concessionaire shall be solely responsible and liable for bringing in requisite funds from

The WBSIDCL Ltd.

time to time towards financing the Project and achieving Financial Closure.

- 1.1.8. The broad scope of work of the Concessionaire includes planning, designing, development, engineering, financing, procurement, construction, operation, and maintenance of SHG / ARTISANS Marketing Hubs as per applicable development norms and building bye laws of respective panchayet/ municipality or local authority along with development of any additional value-added services (optional) with prior approval of the Authority. In return, the Concessionaire shall be entitled demand, levy, collect, enforce, retain and appropriate revenues such as rentals from commercial complex, advertisement, service charges from the commercial complex, at the rates solely determined by the Concessionaire, in accordance with the provisions of the Concession Agreement and the Schedules thereof. At the end of the Concession Period, the Concessionaire shall transfer the Project Site and the Project developed thereon with all the fixtures, furniture and assets permanently attached to it back to the WBSIDCL or its nominated agency, vacant and free of all encumbrances, without any obligation of the Authority to make any payment in respect thereof.

Brief overview of the Project: -

All the selected lands to be allotted for a long-term lease of 99 years to the selected bidder and the selected bidder shall design and develop the complex as per the attached model elevation or as per their own plan utilizing maximum FAR as per applicable Building Bye Laws as an example and the complex should have the following common facilities in which Govt. would have proportionate share: -

- a) Parking Space**
- b) Provision of Lift (Goods & Passengers both)**
- c) DG Set & CCTV**
- d) Fire fighting system**
- e) Office & Meeting Space for SHGs**
- f) Exhibition and training Area**
- g) Common Toilet Blocks (Ladies & Gents)**

General Specification for the building is attached under Annexure-I

- 1.1.9. In consideration of the rights, privileges and interest granted by the Authority to the Concessionaire in terms of the Bidding Documents particularly the Concession Agreement, the Concessionaire shall handover to the Authority the agreed area, Minimum quantum of Built-up Space, as would be given to WBSIDCL by the Private Partner in respect of each land will be intimated before the date of Pre-Bid Conference. Land Schedule of the proposed locations is attached under Annexure-VII.

- 1.1.10. The statements and explanations contained in this RFP are intended to provide understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Developer/Concessionaire set forth in the Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or modify this RFP and the Agreement prior to Bid Due Date. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.11. WBSIDCL shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by WBSIDCL pursuant to this RFP, as modified, altered, amended and clarified from time to time by WBSIDCL (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 of the RFP for submission of Bid (the "**Bid Due Date**").

1.2. BRIEF DESCRIPTION OF BIDDING PROCESS

- 1.2.1 WBSIDCL has adopted single stage two-step open competitive bidding process (referred to as the “**Bidding Process**”) for selection of the Bidder for award of the Project. The Bidding Process shall be carried out in accordance with procedure set out in this RFP document. All Bidders shall submit their respective Technical Bid and Area Sharing Bid against this RFP document in a single stage. The first step of the process involves qualification of interested Parties/ Consortia on the basis of the Technical Bid submitted by the Bidders in accordance with the provisions of this RFP document; at the end of the first step, the WBSIDCL shall shortlist pre-qualified Bidders (the “**Qualification Phase**”). In the second step of the process, Area Sharing Bid of only these shortlisted pre-qualified Bidders shall be opened and evaluated for identification of the Selected Bidder (the “**Area Bid Phase**”).
- 1.2.2 The Bid shall be valid for a period of not less than 180 (One Hundred and eighty) days from the Bid Due Date as specified in Clause 1.3.
- 1.2.3 The Bidding Documents include the Concession Agreement and its Schedules for the Project. The aforesaid documents and any addenda issued subsequent to this RFP Document, or modified RFP documents but before the Bid Due Date, will be deemed to form part of the Bidding Documents.
- 1.2.4 This RFP document has been made available on the website i.e. www.wbsidcl.in & www.wbmsme.gov.in and can also be purchased directly from the office of WBSIDCL.
- 1.2.5 In the Qualification Phase, Bidders would be required to furnish all the information as specified in this RFP and other documents to be provided by WBSIDCL. Only those Bidders that are pre-qualified and short-listed by WBSIDCL shall be eligible for the Financial Bid Phase.
- 1.2.6 In the Area Sharing Bid Phase, the area offer (the “**Area Bid**”) submitted by the qualified Bidders will be evaluated. The Area Bid shall be submitted by the Bidder as hard copy (Appendix-IV) .
- 1.2.7 A Bidder is required to deposit, along with its Bid, a bid security of **Rs.2,00,000/- (Rupees Two Lakhs Only)** (the “**Bid Security**”), refundable not later than 120 (One Hundred and Twenty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have an option to provide Bid Security in the form of a Demand Draft or a Bank Guarantee acceptable to the WBSIDCL. The validity of Bid Security may be extended as may be mutually agreed between the WBSIDCL and the Bidder from time to time. Where Bid Security is being furnished by way of Demand Draft, its validity shall not be less than 90 (ninety) days from the Bid Due Date, for the purposes of encashment by WBSIDCL. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.2.8 Bids are invited for the Project on the basis of Area Sharing to the Authority for award of the Concession (the “**Shared Area**”).
- 1.2.9 The **highest aggregated area in ground, first, and upper floors combined** shall constitute the sole criteria for evaluation of Area Bids. In this RFP, the term “**Highest Bidder**” shall mean the Bidder who is offering **the highest aggregated area in ground, first, and upper floors combined** to the WBSIDCL.

- 1.2.10 Generally, the Highest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3 of this 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, WBSIDCL, in its discretion & in consultation with the Authority may annul the Bidding Process or invite fresh Bids through Re-bidding of the Project, as the case may be.
- 1.2.11 Any queries or request for additional information concerning this RFP shall be submitted in writing to the address of WBSIDCL, or/and by e-mail on coi@wbsidcl.in, addressed to the **Managing Director, The WBSIDC Ltd.** The email subject line and envelopes/ communication shall clearly bear the following identification/ title:

“Queries/ Request for Additional Information: RFP for Development of SHG / ARTISANS Marketing Hubs on PPP mode”

1.3 SCHEDULE OF BIDDING PROCESS

The Authority and/or WBSIDCL shall endeavor to adhere to the following schedule:

Event Description	Date
Availability of RFP	Start Date: 19th November, 2025 on the portal: http:// www.wbsidcl.in & www.wbmsme.gov.in
Last date for receiving queries	26th November, 2025 up to 01:00 P.M. IST by hand to the office of WBSIDCL or through email : coi@wbsidcl.in
Pre – Bid meeting/ conference	26th November, 2025 up to 03:00 P.M. IST , at the Conference Hall of MSME&T Department, 7 th Floor, Shilpa Sadan or online through Video Conferencing (<i>details will be provided later on the website</i>)
Date for response to Pre-Bid queries	On or before 27th November, 2025 on the website: www.wbsidcl.in & www.wbmsme.gov.in
Bid Due Date	11th December, 2025 up to 04:00 P.M. IST
Date & Time of opening of Technical Bids	12th December, 2025 at 03:00 P.M. IST in the office of WBSIDCL, Kolkata.
Date & Time of opening of Financial Bids	To be notified subsequently to technically shortlisted Bidders.
Notice of Award (LOA)	To be notified separately
Validity of Bids	180 days of Bid Due Date
Submission of Performance Security	1) Land area Up to 0.25 Acres: Rs. 15 Lakh 2) Land area Up to 1.00 Acres above 0.25 Acres: Rs. 25 Lakh 3) Land area above 1.00 Acres: Rs. 40 Lakh Performance Security Amount shall be deposited in the form of Bank Guaranty (BG) Within 7 working days from the date of issuance of LOA
Signing of Agreement	Within 15 working days of date of LOA

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 SCOPE OF BIDS

- 2.1.1 WBSIDCL intends to receive Bids to pre-qualify and short-list suitable Bidders, whose Bids shall be eligible for opening in the Financial Bid Phase and selection of the preferred Bidder/ Selected Bidder pursuant thereto.

2.2 ELIGIBILITY OF BIDDERS

- 2.2.1 For determining the eligibility of Bidders for their pre-qualification hereunder, the following shall apply:

- (i) The Bidder may be a single entity or a group of entities (the “**Consortium**”), joining together to implement the Projects. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and the Consortium.
- (ii) A Bidder may be a private entity, partnership firm, company or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.5 herein below.
- (iii) *****
- (iv) A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - (a) the Bidder or its Member and any other Bidder or its Member have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder or its Member (or any shareholder thereof having a shareholding of more than 25% (twenty five per cent) of the paid up and subscribed share capital of such Bidder or Member, (as the case may be) in the other Bidder or its Member is less than 25% (twenty five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause 2.2.1(a) indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has share holding in the Subject Person, the computation

- of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Bidder is also a constituent of another Bidder; or
 - (c) such Bidder, or its Member receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder or its Member or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder or its Member; or
 - (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - (e) such Bidder or any of its Member has a relationship with another Bidder or its Member, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or
 - (f) Such Bidder or any of its Members has participated as a consultant to WBSIDCL in the preparation of any documents, design or technical specifications of the Project.
- (v) A Bidder shall be liable for disqualification if any legal, financial or technical adviser of WBSIDCL or the Authority in relation to the Project is engaged by the Bidder or its Member, as the case may be, in any manner for matters related to or incidental to the Project during the Bidding Process or subsequent to the (a) issue of the LOA or (b) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, 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 WBSIDCL and/ or the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which WBSIDCL or the Authority may have there under or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without WBSIDCL or the Authority being liable in any manner whatsoever to the Selected Bidder or the Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder or its Member in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 1 (one) year from the date of signing of the Concession Agreement.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.2.1, shall include each Member of such Consortium.

- 2.2.2 To be eligible for pre-qualification and short-listing, a Bidder shall fulfill the following conditions of eligibility (the “Minimum Eligibility Criteria”):

(A) Technical Qualification: The Bidder to be eligible for pre-qualification and short-listing, shall have to satisfy the following conditions:

(i) Technical Capacity:

Bidder in the past 7 (seven) years preceding the Bid Due Date should have completed construction/ development includes Operation and Maintenance of at least one similar project (e.g. Industrial, Commercial, Residential, Township, Institutional) comprising minimum built up area, as follows: -

Technical Capacity (3rd Call):				
Criteria	Description	Bid for Single Location	Bid for Multiple Location	Remarks
Bidder shall have credentials of any one of the following technical criteria: -				
Technical Capacity	Built up Area (in a Single Project)	1000 sq.m.	3000 sq.m.	<u>Single Completed Project</u>
	OR			
	Built up Area (in multiple projects clubbed together)	2500 sq.m.	4500 sq.m.	<u>Multiple Completed Project</u> Built up area for an individual project shall not be less than 500 sq.m.
	OR			
	Total Cost (Building Construction Project under Government Organizations) (in a Single Project)	Rs.3.25 Crores	Rs.10 Crores	<u>Building Construction Projects under Govt. Departments</u>
	OR			
	Total Cost (Building Construction Project under Government Organizations) (in multiple projects clubbed together)	Rs.7.50 Crores	Rs.13.50 Crores	[Note: In case multiple credentials clubbed together, individual credentials value should not be less than 1.50 cr.]
	OR			
	Total Cost (similar PPP Project)	Rs.5.00 Crores	Rs.15.00 Crores	<u>PPP Project</u>

(ii) Financial Capacity:

Financial Capacity (3rd Call):				
The Bidder shall have a minimum Net Worth (the "Financial Capacity") as mentioned below at the close of the preceding financial year: -				
Criteria	Description	Bid for Single Location	Bid for Multiple Location	Remarks
Financial Capacity	Net Worth	Rs.5.00 Crores	Rs.12.50 Crores	
Note : In cases where bidders meet the Technical Capacity criteria but fall short of the Financial Capacity requirement, the bidder may submit a Bank Solvency Certificate, specific to this project and equivalent in value to the required Net Worth, as an alternative means of demonstrating Financial Capacity.				

In case of a Consortium, the combined technical & financial capacity of those Members, who have and shall continue to have an equity share of at least 26% (twenty six per cent) each in the SPV, should satisfy the above conditions of eligibility; provided that each such Member shall, for a period of 2 (two) years from the date of full commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity of the SPV; and (ii) 5% (five per cent) of the Total Project Cost as defined in the Concession Agreement.

2.2.3 The Bidder shall enclose with its Bid, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

- (i) Certificate(s) from its statutory auditors or completion certificate(s) from the concerned client(s) stating the capital cost of the Eligible Project payments made/ received and works commissioned, as the case may be, along with any other relevant documents in respect of the Eligible Projects to support the claim of the Bidder, during the past 7 (seven) years as specified in paragraph 2.2.2 (A) (i) above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a Consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and
- (ii) Certificate(s) from its statutory auditors specifying the net worth of the Bidder, as at the close of the preceding financial year from the Bid Due Date and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.3 (ii).

For the purposes of this RFP, Net Worth shall mean:

- i **In case of a company:** the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation; and
- ii **In case of a society or a trust:** the sum of available corpus and reserves.
- iii **In case of any other entity/body corporate:** the aggregate value of the paid up capital and reserves of such entity, after deducting the aggregate value of the intangible assets.
- iv **In case of individual/ sole proprietor:** Total value of assets, after deducting the liabilities.

2.2.4 The Bidder should submit a Power of Attorney as per the format at Appendix-II, authorising the signatory of the Bid to commit the Bidder. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix-III. If the Bid is submitted by the proprietor then, no POA is required. However, he/ she will submit an undertaking certifying that he/ she is sole proprietor. If the Bid is submitted by person other than proprietor, POA authorizing the person to submit bid on behalf of the concern shall be enclosed with the bid. An international Bidder bidding individually or as a member of a Consortium shall ensure that Power of Attorney is legalised/apostille by appropriate authority in the jurisdiction where the Power of Attorney is being issued and requirement of Indian Stamp Act is duly fulfilled.

2.2.5 Where the Bidder is a single entity, it will be required to form an appropriate Special Purpose Vehicle, incorporated under the Companies Act, 2013 (the “SPV”) with equity shareholding of at least 51% (fifty one percent) of the paid up and subscribed equity of the SPV till the second anniversary of the commercial operations date and 26% (twenty six percent) thereafter for the balance Concession Period, to execute the Concession Agreement and implement the Project. In case the Bidder is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:

- (i) Number of members in a consortium shall not exceed 3 (three);

- (ii) Subject to the provisions of Clause 2.2.5 (i) above, the bid should contain the information required for each member of the Consortium;
- (iii) Members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall have an equity share holding of at least 26% (twenty-six per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium;
- (iv) The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations;
- (v) An individual Bidder cannot at the same time be member of a Consortium applying for the Bid. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for the Bid;
- (vi) The members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;
- (vii) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified (the “**Jt. Bidding Agreement**”), for the purpose of submitting a Bid. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, inter alia:
 - (a) convey the intent to enter into the Jt. Bidding Agreement and subsequently perform all the obligations of the Developer/ Concessionaire in terms of the Agreement, in case the concession to undertake the Project is awarded to the Consortium;
 - (b) clearly outline the proposed roles and responsibilities, if any, of each member;
 - (c) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project in accordance with the Agreement and the statement to this effect shall also be included in the Jt. Bidding Agreement and the Agreement;
 - (d) commit that each of the members, whose experience will be evaluated for the purposes of this RFP, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 2 (two) years from the date of full commercial operations of the Project, hold equity share capital not less than:
 - (i) 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV; and (ii) 5% (five per cent) of the Total Project Cost as defined in the Concession Agreement;
 - (e) members of the Consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the second anniversary of the full commercial operations date of the Project and 26% (twenty six percent) thereafter for the balance Concession Period; and
- (viii) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

2.2.6 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any PPP project (Infrastructure or otherwise), and the bar subsists as on the date of Bid would not be eligible to submit a Bid, either individually or as member of a Consortium.

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

2.2.8 The following conditions shall be adhered to while submitting a Bid:

- (i) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- (ii) information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder or Member named in the Bid and not, unless specifically requested, to other associated companies or firms;
- (iii) in responding to the qualification phase, Bidders should demonstrate their capabilities in accordance with Clause 3.1 below; and
- (iv) in case the Bidder is a Consortium, each Member should substantially satisfy the pre-qualification requirements to the extent specified herein.

2.2.9 *****

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

2.3 CHANGE IN COMPOSITION OF THE CONSORTIUM

2.3.1 Change in the composition of a Consortium will not be permitted by WBSIDCL during the Bidding process.

2.4 NUMBER OF BIDS AND COSTS THEREOF

2.4.1 No Bidder shall submit more than one Bid for the Project. A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be.

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

2.5 SITE VISIT AND VERIFICATION OF INFORMATION

Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water

and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. The costs of visiting the site, and undertaking any further studies and investigations shall be at Bidder's own expense. The Bidder or any of his personnel or agents will be granted permission to enter upon the Project site for the purpose of such inspection.

2.6 ACKNOWLEDGEMENT BY BIDDER

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

- (i) made a complete and careful examination of the RFP;
- (ii) received all relevant information requested from WBSIDCL;
- (iii) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of WBSIDCL relating to any of the matters referred to in Clause 2.5 above;
- (iv) agreed to be bound by the undertakings provided by it under and in terms hereof;
- (v) satisfied itself about all matters, things and information including matters referred to in Clause 2.5 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under; and
- (vi) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. either from WBSIDCL or the Authority, or a ground for termination of the Concession Agreement by the Concessionaire.

2.6.2 WBSIDCL and/ or the Authority 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 this RFP or the Bidding Process, including any error or mistake therein or in any information or data given by WBSIDCL and/ or the Authority.

2.7 RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

2.7.1 Notwithstanding anything contained in this RFP, WBSIDCL reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof. In the event that WBSIDCL rejects or annuls all the Bids, it may, in its discretion, initiate re-bidding process by inviting fresh Bids for the project. Any such notice shall be uploaded on the website.

2.7.2 WBSIDCL reserves the right to reject any Bid if:

- (i) at any time, a material misrepresentation is made or uncovered, or
- (ii) the Bidder does not provide, within the time specified by WBSIDCL, the supplemental information sought by WBSIDCL for evaluation of the Bid.

If the Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then WBSIDCL reserves the right to:

- (a) invite the remaining Bidders to match the Highest Bidder; or
- (b) take any such measure as may be deemed fit in the sole discretion of WBSIDCL, including annulment of the Bidding Process.

2.7.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, that one or more of the 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 if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Bidder/ Concessionaire has already been issued the LOA or has entered into the Concession 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 WBSIDCL or the Authority to the Bidder, without WBSIDCL or the Authority being liable in any manner whatsoever to the Bidder. In such an event, WBSIDCL or the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy which WBSIDCL and/ or the Authority may have under this RFP, the Bidding Documents, the Concession Agreement or under applicable law.

2.7.4 WBSIDCL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by WBSIDCL shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of WBSIDCL and/ or the Authority thereunder.

2.7.5 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

2.7.6 The documents including this RFP and all attached documents, provided by WBSIDCL are and shall remain or become the properties of WBSIDCL and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.7.6 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and WBSIDCL will not return to the Bidders any Bid, document or any information provided along therewith.

2.8 CLARIFICATIONS

2.8.1 Bidders requiring any clarification on this RFP may notify the WBSIDCL in writing or e-mail in accordance with Clause 1.2.11. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The WBSIDCL shall endeavor to respond to the queries within the period specified therein, but no later than 15 (Fifteen) days prior to the Bid Due Date. The responses will be uploaded on the website www.wbsidcl.in & www.wbmsme.gov.in without identifying the source of queries.

2.8.2 The WBSIDCL shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, WBSIDCL 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 WBSIDCL to respond to any question or to provide any

clarification.

- 2.8.3 The WBSIDCL may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the WBSIDCL shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by WBSIDCL or its employees or representatives shall not in any way or manner be binding on the WBSIDCL.

2.9 AMENDMENT/MODIFICATION OF BIDDING DOCUMENTS

- 2.9.1 Any Addendum/ Corrigendum thus issued will be uploaded on the website www.wbsidcl.in only. Therefore, the Bidders are advised to keep checking the above-stated website for any such Addendum/ Modification.
- 2.9.2 At any time prior to the deadline for submission of Bids, the WBSIDCL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bidding Documents by the issuance of Addenda.
- 2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum/ Corrigendum into account, or for any other reason, the WBSIDCL may, at its own discretion, extend the Bid Due Date.

B. PREPARATION AND SUBMISSION OF BIDS

2.10 LANGUAGE

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

2.11 FORMAT AND SIGNING OF BID

- 2.11.1 The Bidders shall provide all the information sought under this RFP. The WBSIDCL will evaluate only those Bids that are received in the required formats and complete in all respects by the Bid Due Date. Incomplete and/ or non-responsive Bids shall be liable for rejection.
- 2.11.2 The Bidder shall prepare 1 (one) original set (hard copy) of the Technical Bid (together with originals/ copies of documents required to be submitted along therewith pursuant to this RFP) which shall be typed or written in indelible ink and physically signed on each page in blue ink by the authorized signatory of the Bidder and clearly marked “ORIGINAL”. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall also be initialed by the authorized signatory signing the Bid. The Bid shall contain page numbers in serial order and shall be hard bound.
- 2.11.3 In addition, the Bidder shall submit 1 (one) copy of the Bid, along with documents required to be submitted along therewith pursuant to this RFP, marked “COPY”. In the event of any discrepancy between the original and the copy, the original shall prevail.

2.12 SEALING AND MARKING OF BIDS

2.12.1 The Bidder shall submit the Bid in the format specified at Appendix-I, together with the documents specified in Clause 2.12.2(A) and seal it in an envelope and mark the envelope as “**Technical Bid**”. The Bidder shall submit the Area Sharing Bid in the format specified at Appendix-IV and seal it in another envelope and mark the envelope as “**Area Bid**”. Both the envelopes of the Technical Bid and the Financial Bid shall then be sealed in an outer envelope and mark the envelope as “**Bid**”. The Bidder shall seal the original and the copy of the Bid, together with their respective enclosures, in separate envelopes duly marking the envelopes as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer envelope which shall also be marked in accordance with Clauses 2.12.3 and 2.12.4.

2.12.2 (A) Each **Technical Bid** envelope shall contain:

- (i) Bid in the prescribed format (Appendix-I) along with Annexes and supporting documents & Annexures;
- (ii) Power of Attorney for signing the Bid as per the format at Appendix-II;
- (iii) if applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-III;
- (iv) if applicable, the Jt. Bidding Agreement, in case of a Consortium,
- (v) copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its Partnership Deed;
- (vi) copies of Bidder’s duly audited balance sheets and profit and loss account for the preceding five years;
- (vii) Demand Draft towards the cost of the Bid Security;
- (viii) GST Registration Certificate, documents of incorporation/ registration documents, recent EPF Registration Certificate (which is valid beyond Bid Due Date);
- (ix) a copy of the Instruction to Bidders, Draft Concession Agreement and Schedules of the Draft Concession Agreement, Addendum (if any) with each page stamped and initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in sub-clause (ii) hereinabove; and

- (B) Each **Area Bid** envelope shall contain:
Area Bid in the prescribed format .

2.12.3 The final outer envelopes having the Original and Copy, shall clearly bear the following identification:

Bid for “DEVELOPMENT OF MARKETING HUB FOR SHGs/ ARTISANS IN DIFFERENT DISTRICTS IN PPP MODE basis”

and shall clearly indicate the name and address of the Bidder along with the contact person’s name, mobile number & email address. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the envelopes.

2.12.4 Each of the envelopes shall be addressed to:

**The Managing Director,
 The West Bengal Small Industries Development Corporation Limited,
 “Shilpa Bhavan”, 4th Floor, 31, Black Burn Lane, Kolkata – 700012**

2.12.5 If the envelopes are not sealed and marked as instructed above, the WBSIDCL assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.13 SUBMISSION OF THE BID

- (i) Hardcopy of the Bid should be submitted on or before the Bid Due Date at the above mentioned address.
- (ii) The Bidder shall submit the Hardcopy of the Bid in the format specified at Appendix-I, together with the documents specified and seal it in an envelope and mark the envelope as “**Technical Bid**”.
- (iii) The Demand Draft in original towards the payment of the Bid Security shall be put in a separate envelope inside the Technical Bid envelope and mark the envelope as “**Bid Security**”.
- (iv) The Bidder shall submit the Area Sharing Bid in the format specified at Appendix-IV and seal it in another envelope and mark the envelope as “**Area Bid**”.
- (v) Both the envelopes of the Technical Bid and the Area Sharing Bid shall then be sealed in an outer envelope and mark the envelope as “**Bid**”.
- (vi) The Bidder shall seal the original and the copies of the Bid, together with their respective enclosures, in separate envelopes duly marking the envelopes as “ORIGINAL” and “COPY”.
- (vii) The envelopes shall then be sealed in an outer envelope which shall also be marked in accordance with Clauses 2.12.3 and 2.12.4.

2.14 BID DUE DATE

- 2.14.1. Bids should be submitted on the Bid Due Date at the address provided herein in the manner and form as detailed in this RFP. A receipt thereof should be obtained from WBSIDCL.
- 2.14.2. The WBSIDCL may, in its sole discretion, extend the Bid Due Date by issuing an Addendum only on its website www.wbsidcl.in & www.wbmsme.gov.in

2.15 LATE BIDS

- 2.15.1 Bids received by the WBSIDCL after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.16 CONTENTS OF THE AREA SHARING BID

- 2.16.1. The Area Sharing Bid shall be furnished in the format at Appendix – IV
- 2.16.2. The Project will be awarded to the Bidder quoting the highest aggregated area in ground, first, and upper floors combined sharing with WBSIDCL.

2.17 MODIFICATIONS/ SUBSTITUTION/ WITHDRAWAL OF BIDS

- 2.17.1. 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 WBSIDCL prior to Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- 2.17.2. The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- 2.17.3. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the WBSIDCL, shall be disregarded.

2.18 VALIDITY OF BIDS

- 2.18.1 The Bids shall be valid for a period of not less than 180 (One Hundred and Eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the WBSIDCL. Accordingly, the validity of Bank Guarantee for Bid Security shall also be extended by the Bidder.

2.19 CONFIDENTIALITY

- 2.19.1 All of the information relating to the examination, clarification, evaluation and recommendation for the Bidders is confidential and shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the WBSIDCL in relation to, or matters arising out of, or concerning the Bidding Process. The WBSIDCL 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 WBSIDCL 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 WBSIDCL. All documents and other information supplied by WBSIDCL or submitted by a Bidder to WBSIDCL shall remain or

become the property of WBSIDCL. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. WBSIDCL will not return any Bid or any information provided along therewith.

2.20 CORRESPONDENCE WITH THE BIDDER

- 2.20.1 Save and except provided in this RFP, the WBSIDCL shall not entertain any correspondence from any Bidder in relation to acceptance or rejection of any Bid.

C. BID SECURITY

2.21 BID SECURITY

- 2.21.1 The Bidder/ Lead Partner of the Consortium shall furnish as part of its Bid, a Bid Security of **Rs.2,00,000/- (Rupees Two Lakhs Only)** in the form a Demand Draft issued by a Scheduled Bank in India, drawn in favour of the “The West Bengal Small Industries Development Corporation Limited” from a Nationalized/ Scheduled Bank in India and payable at Kolkata. Where a Demand Draft is provided, its validity shall not be less than 90 (ninety) days from the Bid Due Date, for the purposes of encashment by WBSIDCL. The Authority and/or the WBSIDCL shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free. Please note that to participate in the bidding process, Bidders are required to submit a Bid Security separately for each location they wish to bid on.
- 2.21.2 Any Bid not accompanied by the Bid Security **shall be rejected** by the WBSIDCL as non-responsive.
- 2.21.3 Save as provided in Clauses 2.21.5 and 2.21.6 below, the Bid Security of unsuccessful Bidders will be returned by the WBSIDCL, without any interest, as promptly as possible on acceptance of the Bid of the Successful Bidder or when the Bidding process is cancelled by the WBSIDCL. Where Bid Security has been provided by deposit of Demand Draft, the refund thereof shall be in the form of an account payee Demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the WBSIDCL give the name and address of the person in whose favour the said Demand Draft/Cheque shall be drawn by the WBSIDCL for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- 2.21.4 The Selected Bidder’s Bid Security will be returned, without any interest, upon the Selected Bidder signing the Concession Agreement, furnishing the Performance Security and Project Development Fee in accordance with the provisions thereof.
- 2.21.5 The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the WBSIDCL shall be entitled to forfeit and appropriate the Bid Security as compensation/ damages to the WBSIDCL in any of the events specified herein below.
- 2.21.6 The Bid Security shall be forfeited and appropriated by the WBSIDCL as compensation and damages payable to the WBSIDCL for, inter alia, time, cost and effort of the WBSIDCL without prejudice to any other right or remedy that may be available to the WBSIDCL hereunder or otherwise, under the following conditions:

- (i) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice,
The WBSIDCL Ltd.

- undesirable practice or restrictive practice as specified in Clause 4 of this RFP;
- (ii) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time;
- (iii) In the case of Successful Bidder, if it fails within the specified time limit –
 - (a) to sign and return the duplicate copy of LOA;
 - (b) to sign the Concession Agreement within the stipulated time limit or extended time limit which may be granted by WBSIDCL at its sole discretion;
 - (c) to furnish the Performance Security within a period of 3 weeks from the date of issuance of Notice of Award.
- (v) In case the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

3. EVALUATION OF BIDS

3.1 TESTS OF RESPONSIVENESS

3.1.1 Prior to evaluation of Bids, the WBSIDCL shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive only if:

- (i) Technical Bid is received as specified in Clause 2.12.2(A);
- (ii) It is received by the Bid Due Date including any extension thereof pursuant to Clause 1.3;
- (iii) It is signed, sealed, hard bound and marked as stipulated in Clauses 2.11 and 2.12;
- (iv) It is accompanied by the Bid Security as specified in Clause 1.2.7;
- (v) It is accompanied by the Power(s) of Attorney as specified in Clause 2.2.4;
- (vi) It contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
- (vii) It contains a copy of the Instruction to Bidders, Draft Concession Agreement and Schedules of the Draft Concession Agreement, Addendum (if any) with each page stamped and initialed by the person signing the Bid;
- (viii) It does not contain any condition or qualification; and
- (ix) It is not non-responsive in terms hereof.

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

3.2 OPENING AND EVALUATION OF BIDS

3.2.1 WBSIDCL shall open the Technical Bids on the Bid Due Date, at the office of WBSIDCL and in the presence of the Bidders who choose to attend. However, WBSIDCL reserves the right to change the time of opening of bid in case of any exigency. Bids for which a notice of withdrawal has been submitted in accordance with Clause 2.17.1 shall not be opened.

3.2.2 A list of the Bidders or their representatives attending the opening of Bids shall be prepared and their signatures shall be obtained on the same (no signatures shall be obtained if the Bid Opening is done through Video Conferencing). The WBSIDCL shall open Financial Bids of only those Bidders who meet the eligibility criteria specified in this RFP at such date and time as intimated by the WBSIDCL.

3.2.3 The WBSIDCL will subsequently examine and evaluate the Bids in accordance with the provisions set out in this RFP.

- 3.2.4 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the WBSIDCL may, in its sole discretion, seek clarifications/ information in writing from any Bidder regarding its Bid. Any clarification submitted by a Bidder with regard to its Bid that is not in response to a request by WBSIDCL shall not be considered.
- 3.2.5 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the WBSIDCL as incorrect or erroneous, the WBSIDCL shall reject such claim and exclude the same from evaluation. Where any information is found to be patently false or amounting to a material misrepresentation, the WBSIDCL reserves the right to reject the Bid in accordance with the provisions of Clauses 2.7.2 and 2.7.3 and also debar the Bidder from future tenders of WBSIDCL.
- 3.2.6 Bidders are advised that qualification of Bidders will be entirely at the discretion of WBSIDCL. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

3.3 EVALUATION OF TECHNICAL BID

- 3.3.1 The Bidder's competence and capability shall be evaluated on the basis of the following parameters:
- (i) Technical Capacity; and
 - (ii) Financial Capacity.

3.4 TECHNICAL CAPACITY FOR PURPOSES OF EVALUATION

- 3.4.1 The Bidders would have to meet the minimum Technical Capacity as defined in Clause 2.2.2 (A) to qualify for the Financial Bid stage.
- 3.4.2 The Bidder should furnish the details of having experience in successfully completing construction/ development of Eligible Projects in the last 7 (seven) financial years immediately preceding the Bid Due Date.
- 3.4.3 The Bidder should provide necessary information in relation to Eligible Experience as per the format at Annex-II of Appendix-I along with evidence in support of claim of Technical Capacity in the form of successful completion certificates from respective clients or the certificate(s) of its statutory auditor/ chartered accountant in support thereof as proof.
- 3.4.4 Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.
- 3.4.5 For experience of Eligible Projects developed on PPP mode, the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty six percent) equity during the entire year for which Eligible Experience is being claimed.

3.5 FINANCIAL INFORMATION FOR PURPOSES OF EVALUATION

- 3.5.1 The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last 3 (three) financial years, preceding the year in which the Bid is made.

- 3.5.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided.
- 3.5.3 The Bidder must establish minimum Net Worth specified in Clause 2.2.2 (A) (ii), and provide details as per format at Annex-III of **Appendix-I**. Provided further, the financial capacity score of the Bidder shall be computed as a weighted average of the financial capacity of a Member and its proposed equity stake (%) in the Consortium.

Illustration:

For illustration and avoidance of any doubts, the following method is placed in clarification:

If Company A (Net-Worth: Rs 100 crores) & Company B (Net-Worth: Rs 50 crores) in a Consortium with shareholding of A as 60% and B as 40% then the Weighted Financial Score of the Consortium shall be:

For Weighted Financial Score

$$100 \times 60\% + 50 \times 40\% = 80 \text{ Crores}$$

- 3.5.4 ***

3.6 QUALIFICATION AND SHORTLISTING OF BIDDERS

- 3.6.1 In the first step of evaluation, Technical Bids of Bidders adjudged responsive in terms of Clause 3.1.1 shall be considered for Technical evaluation as per Clauses 2.2 and 3.4 of this RFP. The Bidders qualifying as per the conditions shall be shortlisted as pre-qualified Bidders and shall be considered for the next step of evaluation.
- 3.6.2 In the Qualification Phase, the information, documents and credentials submitted by the Bidder as a part of its Bid shall be evaluated and measured in terms of its Eligible Experience to determine the technical and financial competency/ capability of the Bidder (of all Members in case of a Consortium) vis-à-vis the requirements of Clauses 2.2.1, 2.2.2, 2.2.3, 3.4 and 3.5 of this RFP.
- 3.6.3 The Bidder who meets the eligibility criteria set forth in Clauses 2.2.1 to 2.2.3 and 3.4 in terms of Eligible Experience in respect of Eligible Projects and Financial Capacity in terms of Clauses 2.2.2, 2.2.3 and 3.5 under this RFP document, will be shortlisted and eligible for the Financial Bid Phase.
- 3.6.4 The Bidders who are shortlisted as per Clauses 3.6.2 & 3.6.3 above will be informed about the opening date of the Financial Bid on the website/ email to the shortlisted bidders and the Financial Bid shall be opened in the presence of the shortlisted Bidders who choose to attend.

3.7 OPENING AND EVALUATION OF AREA SHARING BID

- 3.7.1 The Bidders who are shortlisted as per Clause 3.6 will be informed about the opening date of the Financial Bid on the website i.e. www.wbsidcl.in & www.wbmsme.gov.in and by email;

The WBSIDC Ltd.

and the Area Sharing Bid shall be opened in the presence of the shortlisted Bidders who choose to attend.

- 3.7.2 To facilitate evaluation of Bids, WBSIDCL may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.8 SELECTION OF SUCCESSFUL BIDDER

- 3.8.1 Subject to the provisions of Clause 3.6, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.1 and who quotes the **highest aggregated area in ground, first, and upper floors combined** offered to the WBSIDCL shall be declared as successful (the “Selected Bidder”).

- 3.8.2 In the event that two or more Bidders quote the same **% of Area Sharing** (the “Tie Bidders”), WBSIDCL reserves the right either to:

- i. invite fresh Bids from such Tied Bidders; or
- ii. declare as successful such Tied Bidder whose Net Worth has been evaluated to be higher than the other Tied Bidder; or
- iii. identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tied Bidders, who choose to attend; or
- iv. take any such measure as may be deemed fit in its sole discretion, including annulment of the Bidding Process.

- 3.8.3 In the event that the highest Bidder withdraws or is not selected for any reason in the **first instance** (the “**first round of bidding**”), the WBSIDCL may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid highest Bidder (the “**second round of bidding**”). If in the second round of bidding, only one Bidder matches the highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said highest Bidder in the second round of bidding, the said third highest bidder shall be the Selected Bidder.

- 3.8.4 In the event that no Bidder offers to match the highest Bidder in the second round of bidding as specified in Clause 3.8.3 above, WBSIDCL may, in its discretion, invite fresh Bids (the “**third round of bidding**”) from all Bidders except highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.

- 3.8.5 After selection, a Letter of Award (the “**LOA**”) shall be issued, by the WBSIDCL to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the WBSIDCL may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre- estimated loss and damage suffered by the WBSIDCL on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

- 3.8.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder, the Selected Bidder and The Authority shall execute the Concession Agreement after the above mentioned conditions are satisfied.

3.9 CONTACTS DURING BID EVALUATION

- 3.9.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time the WBSIDCL makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the WBSIDCL and/ or their employees/ representatives on matters related to the Bids under consideration.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the WBSIDCL and/or the Authority shall reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Developer/ Concessionaire, as the case may be, if it determines that the Bidder or Developer/ Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, unfair practices, undesirable practice or restrictive practice in the Bidding Process. In such an event, the WBSIDCL and/or 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 WBSIDCL and/or the Authority towards, inter alia, time, cost and effort of the WBSIDCL and/or the Authority, without prejudice to any other right or remedy that may be available to the WBSIDCL and/or the Authority hereunder or otherwise.
- 4.2 Without prejudice to the rights of the WBSIDCL and/or the Authority under Clause 4.1 hereinabove and the rights and remedies which the WBSIDCL and/ or the Authority may have under the LOA or the Concession Agreement, if a Bidder or Concessionaire, as the case may be, is found by the WBSIDCL and/or the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Concessionaire shall not be eligible

to participate in any tender or RFP issued by the WBSIDCL and/or the Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the WBSIDCL and/or the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

4.3 For the purposes of this 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 WBSIDCL and/ or the Authority 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 therefrom, 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 WBSIDCL and/ or the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the 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 WBSIDCL and/ or the Authority 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 WBSIDCL and/ or the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
- (f) **"unfair practice means"** a practice which, for the purpose of promoting the sale or promotion etc., adopts any unfair method or unfair or deceptive practice including (A) the practice of making any statement, whether in writing or by visible representation which-(i) falsely represents that the services are of a particular standard or grade; (ii) represents that the Bidder has approval or affiliation which the

bidder does not have; (iii) makes a false or misleading representation concerning the services (B) the Bidder permits the publication of any advertisement or prospectus whether in any newspaper or otherwise of services that are not offered; (d) the promoter indulges in any fraudulent practices.

5. PRE-BID CONFERENCE

- 5.1 Pre-Bid conference of the Bidders shall be convened either through online mode through Video Conference or physically at the Conference Hall (7th Floor) of MSME&T Dept. Govt. of West Bengal, Kolkata, depending upon the situation. The address for physical holding of Pre-bid Conference is as follows:

Department of MSME&T, Govt. of West Bengal,
Shilpa Sadan (7th Floor),
4, Abanindranath Tagore Sarani (Camac Street),
Kolkata – 700 016

- 5.2 During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the WBSIDCL. WBSIDCL shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 5.3 The Bidders are advised to attend the Pre-Bid Conference and also to visit the Site in order to get acquainted with the location and layout of the Site and accordingly prepare their Bids.

6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the applicable laws or other laws of India for the time being in force and the Courts at Shimla shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The WBSIDCL and/ or the Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (i) 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;
 - (ii) consult with any Bidder in order to receive clarification or further information;
 - (iii) pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information or documents, as deemed fit by WBSIDCL at its sole discretion;
 - (iv) retain any information and/ or evidence submitted to the WBSIDCL and/ or the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (v) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the WBSIDCL and/or the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 A Monitoring Committee will be formed comprising of 2(Two) members from both the parties for smooth functioning and good performances of the project. The Committee will be entrusted to supervise the situation, whether the parties are on the right track in complying it's duties and responsibilities.

APPENDICES

Appendix-I**LETTER COMPRISING THE BID***(Refer Clause 2.12.1 and 2.12.2 (A))*

Dated:.....

To,
 The Managing Director,
 The West Bengal Small Industries Development Corporation Limited,
 “Shilpa Bhavan”, 4th Floor, 31, Black Burn Lane, Kolkata-12.

**Sub: RFP for DEVELOPMENT OF MARKETING HUB FOR SHGs/ ARTISANS IN
 DIFFERENT DISTRICTS IN PPP MODE (Location.....)**

Dear Sir,

- 1) With reference to the RFP document dated, I/we, having examined the RFP document and understood its contents, hereby submit my/ our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
- 2) I/ We acknowledge that the WBSIDCL will be relying on the information provided in the Bid and the documents accompanying such Bid of the Bidders, and we certify that all information provided in the Bid and in Annexes I to IV is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
- 3) This statement is made for the express purpose of qualifying as a Bidder for the development, operation, maintenance and management of the aforesaid Project.
- 4) I/ We shall make available to the WBSIDCL any additional information it may find necessary or require to supplement or authenticate the Bid statement.
- 5) I/ We acknowledge the right of the WBSIDCL to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 6) I/ 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 by an arbitral or judicial authority 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 RFP document, including any Addendum/ Corrigendum issued by the WBSIDCL;
 - (b) I/ We do not have any conflict of interest in accordance with Clause 2.2.1 (iv) of the RFP document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, unfair practices or undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for bid issued by or any agreement entered into with

- (d) the WBSIDCL or any other public sector enterprise or any government, Central or State; and I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFP document, 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 2.7 of the RFP document.
 - 9) I/ We believe that we/ our Consortium/ proposed Consortium satisfy(ies) the Technical Capacity and Financial Capacity criteria and meet all the requirements as specified in the RFP document and are qualified to submit a Bid.
 - 10) I/ We declare that we/ any Member of the Consortium, are not a Member of any other Consortium applying for qualification.
 - 11) I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium 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/ any Member of the Consortium have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 - 13) I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our CEO or any of our Directors/ Partners/ 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 provisions of this RFP; we shall intimate the WBSIDCL of the same immediately.
 - 15) The Statement of Legal Capacity as per format provided at **Annex-IV** in **Appendix-I** of the RFP document, and duly signed, is enclosed. The Power of Attorney for signing of Bid and the Power of Attorney for Lead Member of Consortium, as per format provided at **Appendix II and III** respectively of the RFP, are also enclosed.
 - 16) I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the WBSIDCL or the Authority in connection with the selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
 - 17) I/ We agree and undertake to abide by all the terms and conditions of the RFP document including the Concession Agreement and its Schedules.
 - 18) In the event of I/ we being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the Draft Concession Agreement prior to the Bid

Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

- 19) I/ We have studied all the Bidding Documents carefully and also surveyed the Project sites. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by WBSIDCL or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
- 20) I/ We offer a Bid Security of Rs.2,00,000/- (Rupees Two Lakhs Only) to WBSIDCL in accordance with Clause 1.2.7 of the RFP Document.
- 21) 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 is not awarded to me/us or our Bid is not opened or rejected.
- 22) I/ We agree to pay the Project Development Fee, Upfront Premium and Annual Concession Fee along with any applicable taxes thereon, in accordance with the terms of the Bidding Documents.
- 23) I/We agree to pay the GST and all other applicable taxes to the Central Government, State Government or Local Authorities of the State of West Bengal for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.
- 24) I/ We agree and understand that in case the Project gets awarded to me/us, I/we shall be responsible for managing of the DEVELOPMENT OF MARKETING HUB FOR SHGs/ ARTISANS IN DIFFERENT DISTRICTS IN PPP MODE with regards to third parties without any liability of the Authority.
- 25) I/ We have not be not debarred/ blacklisted by the Central/ State Government, or any entity controlled by it, from participating in any project (Infrastructure) or otherwise in the last 3 years, and the bar subsists as on the date of Bid.
- 26) I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
- 27) I/ We hereby declare and confirm that I/ we/ any Member of the Consortium is not a defaulter of any Bank or Financial Institution and none of my/ our accounts have been declared as Non-Performing Assets by any Bank or Financial Institution in the last 3 (three) years preceding Bid Due and presently there is no dispute pending with any Bank or Financial Institution.

{We agree and undertake to be jointly and severally liable for all the obligations of the Developer/ Concessionaire under the Concession Agreement till the end of the Agreement Period in accordance with the Agreement.}⁶

In witness thereof, I/ we submit this bid under and in accordance with the terms of the RFP document. Yours

faithfully,

(Signature, name & designation of the Authorized Signatory) Name and seal of the Bidder/ Lead Member

⁶ Omit if the Bidder is not a Consortium.

Appendix-I
ANNEX-I

DETAILS OF BIDDER

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the registered office, corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the entity including details of its main lines of business and proposed role and responsibility in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the WBSIDCL:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members of the Consortium.
 - (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.2.5 (vii) should be attached to the Bid.
 - (c) Information regarding the role of each Member should be provided as per table below:

Sr. No.	Name of Member	Role*	Share in Consortium
1.			
2.			
3.			

* The role of each Member, as may be determined by the Bidder, should be indicated in accordance with RFP.

6. The following information shall also be provided for each Bidder/ Member of the Consortium:

Name of Bidder/ member of Consortium:

Sr. No.	Criteria	Yes	No
1.	Has the Bidder/ member of the Consortium been barred by the [Central/ State] Government, or any entity controlled by it, from participating in any project (BOT or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid.		
3.	Has the Bidder/ member of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

7. A statement by the Bidder and each of the Members of its Consortium (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary).

Appendix-I
ANNEX-II**TECHNICAL CAPACITY OF THE BIDDER***(Refer to Clause 2.2.2 (A) of the RFP)***Details of Eligible Projects:****Name of Bidder/ Consortium Member:**

ITEM	PARTICULARS OF THE PROJECT
Name of the Eligible Project	
Give a brief description of the work undertaken relevant to the Project	
Entity for which the Eligible Project was constructed/ developed:	
Name:	
Address:	
Name of Contact Person:	
Phone No. of the Contact Person:	
Email ID of the Contact Person:	
Location	
Capital Cost of Eligible Project(Excluding land cost)	
Date of commencement of Eligible Project	
Date of completion of Eligible Project in all respects	
Source of funds of the Eligible Project	
Mode (BOT, EPC, Item Rate, etc.)	
Equity shareholding of the Bidder/ Member in the in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed	

Instructions:

1. Bidders are expected to provide information in respect of each Eligible Projects in this Annex which have been undertaken by the Bidder/ Member in its own name and/ or by a project company in which the Bidder/ Member has a share/ equity of atleast 26%. The projects cited must comply with the eligibility criteria specified in the RFP document.
2. A separate sheet should be filled for each Eligible Project.
3. Name, address and contact details of owner/ Authority/ Agency (i.e. employer, concession grantor, etc.) may be provided.

4. The date of completion of construction should be indicated. Only such projects whose construction has been completed in all respects shall be considered for the purpose of evaluation.
5. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
6. Completion Certificate from the concerned client/ entity for whom the work undertaken must be furnished for each Eligible Project.
7. The sum total of the capital costs of each of the Eligible Projects cited by the Bidder in its Bid as per this format, should cumulatively aggregate to a sum of more than Rs.60 Crores (Rupees Sixty Crores Only).
8. Certificate(s) from the Statutory Auditor as per the format prescribed below in respect of each Eligible Project :

Format for Certificate(s) from the Statutory Auditor to be procured and annexed as proof of the claim made in respect of the Eligible Projects in terms of Clause 2.2.2, 2.2.3 and 3.4 of the RFP document:

Format 1 for Eligible Projects executed on PPP mode

Certificate from the Statutory Auditor regarding PPP projects⁷	
<p>Based on its books of accounts and other published information authenticated by it, this is to certify that _____ (name of the Bidder/ Member) is/ was an equity shareholder in _____ (title of the project company) and holds/ held Rs. _____ cr. (Rupees _____ crores) of equity (which constitutes _____%⁸ of the total paid up and subscribed equity capital) of the project company from _____ (date) to _____ (date)⁹. The project was commissioned on _____ (date of commissioning of the project).</p> <p>We further certify that the total capital cost of the project pursuant to completion of construction is Rs. _____ Cr. (Rupees _____ crores).</p> <p>Name of the audit firm: _____</p> <p>Seal of the audit firm: _____ (Signature, name and designation of the authorized signatory)</p> <p>Date: _____</p>	

⁷ Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

⁸The equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed.

⁹ In case the project is owned by the Bidder company, this language may be suitably modified to read :

“It is certified that _____ (name of Bidder) constructed and/ or owned the _____ (name of project) from _____ (date) to _____ (date).”

Format 2 for Eligible Projects executed on EPC mode**Certificate from the Statutory Auditor regarding construction works**

Based on its books of accounts and other published information authenticated by it, {this is to certify that _____ (name of the Bidder/ Member) was engaged by _____ (name of the client) to execute _____ (name of project). The construction of the project commenced on _____ (date) and the project was commissioned on _____ (date, if any). It is certified that _____ (name of the Bidder/ Member) received/ paid Rs. _____ Cr. (Rupees _____ crores) by way of payment for the aforesaid construction works.

We further certify that the total estimated capital cost of the project is Rs.....crores (RupeesCrores) pursuant to completion of construction work.

{It is further certified that the amount specified above is restricted to the share of the Bidder who undertook these works as a partner or a member of joint venture/ Consortium}¹⁰.

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorized signatory)

Date:

¹⁰ This certification should only be provided in case of jobs/ contracts, which are executed as part of a partnership/ joint venture/ consortium. The payments indicated in the certificate should be restricted to the share of Bidder in such partnership/ joint venture/ consortium. This portion may be omitted if the contract did not involve a partnership/ joint venture/ consortium. In case where work is not executed by partnership/ joint venture/ consortium, this paragraph may be deleted.

Appendix-I
ANNEX-III**FINANCIAL CAPACITY OF THE BIDDER***(Refer to Clause 2.2.2 of the RFP)***(In Rs. crores)**

Bidder type ¹¹	Year 1	Year 2	Year 3	Net Worth ¹²
				As on March 31, 2024
Single entity Bidder				
Bidder applying through High Net-worth Route				
Consortium Member 1				
Consortium Member 2				
Consortium Member 3				
TOTAL				

Certificate from the Statutory Auditor

This is to certify that the information contained above is correct as per the Books of Accounts of the Bidder/ Consortium Member who's Net-worth as on March 31, 2024 is Rs. _____ (Rupees in words).

Name of the Authorised Signatory:

Designation:

Name of the Audit firm:

(Signature for the Authorised Signatory of the Statutory Auditor) Seal of
the Firm

Instructions:

- The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) financial years preceding the Bid Due Date. The financial statements shall:
 - reflect the financial situation of the Bidder or Consortium Members;
 - be audited by a statutory auditor;
 - be complete, including all notes to the financial statements; and
 - correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- In the case of a Consortium, each Member who is meeting the Financial Capacity criteria should provide this Annex.
- The Bidder shall also provide the name and address of the Bankers to WBSIDCL.

¹¹ A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

¹² The Bidder/ Member should provide details of its own Financial Capability.

Appendix-1
ANNEX-IV

STATEMENT OF LEGAL CAPACITY

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

Ref.

Date:

To,
The Managing Director,
The West Bengal Small Industries Development Corporation Limited,
“Shilpa Bhavan”, 4th Floor,
31, Black Burn Lane, Kolkata
– 700 012.

Bid for: “DEVELOPMENT OF MARKETING HUB FOR SHGs/ ARTISANS IN DIFFERENT DISTRICTS IN PPP MODE (Location.....)

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the bid) satisfy the terms and conditions laid out in the RFP document.

We have agreed that..... (insert Member’s name) will act as the Lead Member of our Consortium.*

We have agreed that.....(insert individual’s name) will act as our representative/ will act as the representative of the Consortium on its behalf* and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

*Please strike out whichever is not applicable.

APPENDIX-II

Power of Attorney for signing of Bid

(Refer Clause 2.2.4)

(To be executed on Stamp paper of appropriate value and duly notarized)

Know all men by these presents, we(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), son/ daughter/ wife of and presently residing at, who is presently employed with us/ the Lead Member of 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 “DEVELOPMENT OF MARKETING HUB FOR SHGs/ ARTISANS IN DIFFERENT DISTRICTS IN PPP MODE[Location.....]”(the “Project”) to the West Bengal Small Industries Development Corporation Limited (the “WBSIDCL”) including but not limited to signing and submission of all bids and other documents and writings, participate in pre-bids and other conferences and providing information/ responses to WBSIDCL, presenting us in all matters before WBSIDCL, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with WBSIDCL or the Authority 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 WBSIDCL.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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, designation and address)

Witnesses:

- 1.
- 2.

Accepted

.....
(Signature)

(Name, Title and Address of the Attorney)

(Notarised)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX-III

Power of Attorney for Lead Member of Consortium

(Refer Clause 2.2.4 of RFP)

(To be executed on Stamp paper of appropriate value and duly notarized)

Whereas the West Bengal Small Industries Development Corporation Limited (“**WBSIDCL**”) has invited Bids from interested parties for the “**DEVELOPMENT OF MARKETING HUB FOR SHGs/ ARTISANS IN DIFFERENT DISTRICTS IN PPP MODE**” (the “**Project**”) And 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 document (RFP) 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 having our registered office at, (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorise 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**”). We hereby irrevocably authorise 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 concession/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 qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with WBSIDCL, and/ or any other Government Agency or any person, in all matters 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 WBSIDCL.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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 2....

For
(Signature)

..... (Name
& Title)

For
(Signature)

..... (Name
& Title)

For
(Signature)

..... (Name
& Title)

Witnesses:

1.

2.

.....
(Executants)
(To be executed by all the Members of the Consortium) (Notarised)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders’ resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX-IV
Letter Comprising the Area Sharing Bid
(Refer Clause 1.2.6)

Dated:

To,
The Managing Director
The West Bengal Small Industries Development Corporation Limited
“Shilpa Bhavan”, 4th Floor,
31, Black Burn Lane, Kolkata – 700 012.

Sub: Bid for “DEVELOPMENT OF MARKETING HUB FOR SHGs/ ARTISANS IN DIFFERENT DISTRICTS
IN PPP MODE (Location.....)”

Dear Sir,

With reference to your RFP document dated _____, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/ our Area Sharing Bid for the aforesaid Project. The Area Sharing Bid is unconditional and unqualified.

1. I/ We hereby submit our Bid and offer to develop & deliver the area to WBSIDCL as follows :

Sl.	Location	Minimum Quantum of Built-up Spaces (in sq.ft.) (As per Appendix-VII)	Offered Spaces (in sq.ft.)

2. I/We agree to pay the GST and all other applicable taxes to the Central Government, any State Government and/ or Local Authorities or the State of West Bengal for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.
3. I/ We hereby declare to undertake the aforesaid Project in accordance with the terms & conditions of the Concession Agreement and the Bidding documents.

In witness thereof, I/ we submit this Financial Bid under and in accordance with the terms of the RFP and the Bidding documents.

Yours faithfully,

Date: (Signature, name & designation of the Authorised Signatory) Place:

Name and seal of Bidder/ Lead Member

APPENDIX-V
(to be furnished on company letter head)
(In Case of the Bidder is not registered with EPF)

To
The Managing Director,
The WBSIDC Ltd.,
“Shilpa Bhavan”, 4th Floor,
Kolkata – 700 012.

Sir,

We, [COMPANY NAME], a [COMPANY TYPE] incorporated under the [RELEVANT ACT],
having its registered office at [REGISTERED OFFICE ADDRESS], hereby declare as follows:

1. We have less than 20 employees on our payroll.
2. In view of the above, we are not currently required to register with the Employees' Provident Fund (EPF) under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952.
3. We undertake to register with the EPF as soon as we meet the eligibility criteria under the Act.

[Signature]
[Name], [Designation]
[Company Seal]

Place:
Date:

APPENDIX-VI
(TO BE FURNISHED ON RS 100 NON-JUDICIAL STAMP, DULY NOTARISED)
(in case of non-availability of completion certificates for executed projects)

To
The Managing Director,
The WBSIDC Ltd.,
“Shilpa Bhavan”, 4th Floor,
Kolkata – 700 012.

Sir,

We, [COMPANY NAME], a [COMPANY TYPE] incorporated under the [RELEVANT ACT], having its registered office at [REGISTERED OFFICE ADDRESS], hereby declare as follows:

1. We, [COMPANY NAME], have successfully completed the work of [NAME OF WORK] situated and located at [ADDRESS OF THE PROJECT] as on [DATE OF COMPLETION].
2. The Building Plan of the said Project was sanctioned by [NAME OF SANCTIONING AUTHORITY] vide their letter No. [LETTER NUMBER]; dated [DATE]. *A copy of Sanctioned Building Plan is enclosed for reference.*
3. We have not obtained the Completion Certificate from the competent authority due to [REASON FOR NON-SUBMISSION, e.g., "pending approval", "delay in inspection", etc.].
4. We undertake to obtain the Completion Certificate from the competent authority as soon as possible and submit the same to the relevant authorities.
5. We declare that the work has been completed in accordance with the sanctioned Building Plan and applicable building codes and regulations.
6. We indemnify and hold harmless the authorities and stakeholders against any claims, damages, or liabilities arising from the non-submission of the Completion Certificate.

[Signature]
[Name], [Designation]
[Company Seal]

Place:
Date:

APPENDIX-VII**DETAILS OF LAND & MINIMUM QUANTUM OF AREA TO BE HANDED OVER TO THE WBSIDCL**

Sl.	Lands	Area (in acre)	Permissible Coverage, Height, FAR	Min. Quantum of Built-Up Space, to be handed over (in sft.)	In case of 2 Blocks/ Towers	In case of Single Bldg.	Selecti on Criteria
1	Alipurduar	1.00	Permissible Coverage, Height, FAR as per the Building Rules of Local Competent Authority, i.e., Municipality/Panchayat, as the case may be. Fees related to sanction will be borne by the Developer.	39700	1 Block to be constructed, dedicatedly for Govt.	Offered Space for Govt. to be equally distributed in all floors.	The Bidder, offering highest aggregated Built-Up Area, above the Min. Quantum of Built-Up Area, shall be selected as successful Bidder.

Note: -

- Land would be leased out at a token Salami of ₹1 to the Developer, offering highest aggregated Built-Up Spaces for the Govt. Free of Cost.
- The Developer shall handover the Govt. Share in a single block within 24 months of handing over of land.
- **The selected Bidder is permitted to establish any commercial activity within the proposed Marketing Complex, excluding residential or housing development.**
- For further details of RFP, please visit www.wbsidcl.in or www.wbmsmet.gov.in.

APPENDIX-VIII

Checklist of documents required to be submitted during submission of application: -

Details of Documents	Put (✓)
1. Bid Security DD amounting to Rs. 2,00,000/-.	
2. Duly filled up APPENDIX I [LETTER COMPRISING THE BID] with :	
a. Annex-I [DETAILS OF BIDDER]	
b. Annex-II [TECHNICAL CAPACITY OF THE BIDDER]	
c. ANNEX-III [FINANCIAL CAPACITY OF THE BIDDER]	
d. ANNEX-IV [STATEMENT OF LEGAL CAPACITY] – For Consortium only	
3. APPENDIX-II [Power of Attorney for signing of Bid]	
4. APPENDIX-III [Power of Attorney for Lead Member of Consortium] – For Consortium only	
5. APPENDIX-IV [Letter Comprising the Area Sharing Bid]	
6. APPENDIX-V [In Case of the Bidder is not registered with EPF]	
7. APPENDIX-VI [in case of non-availability of completion certificates for executed projects]	
8. APPENDIX-VII [DETAILS OF LAND & MINIMUM QUANTUM OF AREA TO BE HANDED OVER TO THE WBSIDCL]	
9. APPENDIX-VIII [Checklist]	
10. Singed RFP document along with Agreement.	
11. Copies of the balance sheets, profit and loss account, financial statements and Annual Reports for 3 (three) financial years preceding the Bid Due Date.	
12. GST & EPF Registration Certificate.	
13. Joint Bidding Agreement – For Consortium only	
14. Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its Partnership Deed.	
15. Completion certificates of the Projects, issued by the Competent Authority.	

[Signature]
[Name], [Designation]
[Company Seal]

Place:
Date: