



Bihar State Industrial Development Corporation Ltd.
(A Govt. of Bihar Undertaking)



1st Floor, Indira Bhawan, RC Singh Path, Boring Canal Road, Patna-800001
Phone No.-0612-2532165, E-mail: bside_bside@rediffmail.com,
Website: <http://www.bside.in>

Short Notice - EoI

The Bihar State Industrial Development Corporation Ltd. invites EoIs from competent firms for "Selection of Agency to Operate, Maintain and Manage the Integrated Facilities for Processing, Preservation and Packaging of Agro-commodities* & Warehousing of Agro and Non-agro commodities in Public Private Partnership Mode" at the vacant land parcels available across various districts of the State. Details of available land parcels (Area and Locations) are as follows:

#	District		Location	Area (Acre)	Total
1.	Aurangabad	i	Aurangabad(GC)	19.40	19.40
2.	Banka	i	Katoria	13.50	70.15
		ii	Banka (Samukhiyapur)	56.65	
3.	Bhagalpur	i	Barari	11.41	11.41
4.	Buxur	i	Dumraon	9.15	9.15
5.	Darbhanga	i	Donar	12.88	12.88
6.	Katihar	i	Rosna	11.23	11.23
7.	Madhubani	i	Pandaul Industrial Area	24.81	24.81
8.	Muzaffarpur	i	Muzaffarpur Industrial Area	13.63	87.85
9.	Nalanda	i	Pilkhil	19.24	19.24
10.	Purnea	i	Maranga	11.73	11.73
11.	Sahasra	i	Sahasra	40.09	40.09
12.	Siwan	i	Siwan Industrial Area	15.60	15.60
13.	Supaul	i	Supaul Sadar Block	70.33	70.33
Total					403.87

Note: The above-mentioned land parcels are indicative and not exhaustive.

Bid Summary and Calendar of Events:

#	Information	Details
1.	EoI No. and Date	No.: EOI/BSIDC/Acctt/01 To be available online from 20/02/2019, 11:00 AM at http://www.bside.in
2.	Cost of EoI	Rs 5,000/- (Rupees Five Thousand only) Cost of EoI is payable along with the bid documents in the form of a Demand Draft drawn in favour of "Bihar State Industrial Development Corporation Ltd." payable at Patna. The cost of EoI is non-refundable.
3.	Date of Pre-bid Conference & Queries	25/02/2019, 03:00 PM Queries may be submitted at: bside_bside@rediffmail.com
4.	Release of response to queries	28/02/2019 at http://www.bside.in
5.	Last Date for submission of EoI	11/03/2019, 05:00 PM
6.	EoI validity period	180 days from the last date (deadline) for submission of the EoI

Sealed envelope containing EoI along with necessary documents should be submitted to the following address either by hand or by post/courier.

Chairman-cum-Managing Director,

Bihar State Industrial Development Corporation Ltd.

(A Govt. of Bihar Undertaking)

1st Floor, Indira Bhawan, RC Singh Path, Boring Canal Road, Patna-800001

Applicants meeting the qualification criteria may be invited for presentation / proposal in the EoI meet. RFP Bid Documents shall be subsequently issued to the short listed firm/applicant only.

For further details please visit website www.prdbihar.gov.in

Chairman-cum-Managing Director
Bihar State Industrial
Development Corporation Ltd.

PR.17151 (Ni.Ni) 2018-19

अवैध शराब एवं मादक द्रव्य के सम्बंध में शिकायत टॉल फ्री नं. 18003456268 या 15545 पर करें।



बिहार सरकार

Expression of Interest (EoI)

Selection of Agency to Operate, Maintain and Manage the Integrated Facilities for Processing, Preservation and Packaging of Agro-commodities & Warehousing of Agro and Non-agro commodities in Public Private Partnership Mode

Issued by-

**Bihar State Industrial Development Corporation Ltd.
(A Govt. of Bihar Undertaking)**

1st Floor, Indira Bhawan,
RC Singh Path, Boring Canal Road, Patna-800001

Phone No.-0612-2532165

E-mail: bsidc_bsidc@rediffmail.com

Website: <http://www.bsidc.in>

1. Background of the Project

Bihar is one of the fastest growing states in India. The Gross State Domestic Product (GSDP) of Bihar grew at a CAGR of 11.99 per cent between 2011-12 and 2017-18. Bihar has witnessed strong growth in per capita net state domestic product (NSDP). It is the fourth largest producer of vegetables & the eight largest producer of fruits in India. Food processing, dairy, sugar, manufacturing and healthcare are some of the fast growing industries in the state. The state has planned initiatives for the development of other sectors such as leather, rubber, plastics, pharmaceutical, sports goods, renewal energy and tourism. The state provides industrial incentives as per the Bihar Industrial Investment Promotion Policy – 2016.

Bihar's agricultural production and its storage capacity assumes paramount importance for its economic development. Bihar requires robust logistic facilities that includes storage/warehousing, transportation, loading and unloading facilities etc. that will help in promotion of trade and export directly or indirectly. There is plenty of opportunities in agriculture warehousing for different sectors such as Dairy, fishery, fruits & vegetable, meat, egg, and agriculture by-products. The second agriculture road map of Bihar envisages an investment of Rs.1.5 lakh crore in next 5 years.

Bihar is also fastest growing FMCG consumable state in India. Non-agriculture commodities such as Pharmaceutical, chemical products, electronic items, plastic products, Rubber made products, textiles especially silk and cotton are used for fastest trading items in the state. Warehousing facilities for these kind of products will improve the current trade as well and create new opportunities for investment in these specific sectors.

The integrated facilities for processing for Agri-commodities scale up the overall food processing sectors. As per Bihar Agriculture Road-map, it is envisioned to increase processing capacity up-to 30% and to reduce wastage to 5% by 2022. This an effort government wants to strengthen the institutional capacity both public and private sectors enterprise.

In the above context, Bihar State Industrial Development Corporation Ltd. (BSIDC Ltd.), a Govt. of Bihar Undertaking intends to create statewide integrated facilities for the processing, preservation and packaging of Agri-commodities and warehousing of both agri and non-agri commodities in PPP mode. There are of vacant land parcels available across various districts of the State. These land parcels shall be allotted for creation/installation of the envisaged facilities. Details of available land parcels (Area and Locations) are at Annexure-I.

BSIDC Ltd. has adopted a two-stage process (collectively referred to as the "Bidding Process") for selection of the experienced agencies as private partner to run these facilities at the select locations. The first stage (the "EoI Stage") of the process involves inviting interest from competent firms in the project by submitting an EoI. At the end of this stage, Request for Proposal (the "RFP") shall be sought from the shortlisted bidders.

The shortlisted bidders shall have to submit their Technical and the Financial Bids for undertaking the operation, maintenance and management of the proposed facilities at each of the selected/identified locations. The evaluation of bidders at the RFP stage shall be primarily based on current business details, experience in O&M of similar facilities, business exposure/understanding of market, especially for food processing and warehousing sectors, CVs of key personnel and financials of the firm and the price quote/financial bid submitted by them for the proposed role of operation, maintenance and management of the created/installed facilities.

2. Proposed Components under the Project

Indicative list of facilities to be created/installed at the various locations is as follows:

Agriculture, Food processing and Allied Sector	Envisaged Facilities
Fruits and Vegetables	<p>A. Food Processing, Preservation and Packaging Facilities:</p> <ul style="list-style-type: none"> i. Integrated Pack-house(s) with mechanized Sorting, Grading, Washing, peeling, cutting, sizing ii. blanching, crushing, extraction, pulping iii. Drying, de-husking, dehulling, splitting, depodding, deseeding, colour sorting, pulverization, extrusion, freeze drying / dehydration, frying, etc. iv. Extrusion Technology v. Food Fortification vi. Dehydration line vii. Packaging facilities like canning, aseptic packaging, vacuum packaging, bottling, Biodegradable Packaging, edible packaging, labelling, any other specialized packaging etc. viii. Pasteurization, homogenization, evaporation, concentration, etc. ix. Chemical preservation, pickling, fermentation or any other specialized facility required for preservation activities etc. x. Individual Quick Freezing (IQF), blast freezing, plate freezing, spiral quick freezing etc. <p>B. Storage Facilities:</p> <ul style="list-style-type: none"> i. Pre-cooling ii. Cold Room/Cold Storage iii. Ripening Chamber iv. Dry Warehouses v. Modern Silos vi. Controlled Atmospheric Warehouse vii. Bulk Milk Chillers, Deep Freezer etc. <p>C. Testing Facilities: Quality Testing Labs (NABL certified) and Quality Certification Centers</p>
Coarse Grain (wheat, Maize, Ragi & Other), Pulses & Legumes	
Meat, Poultry, Fish & Egg	
Oil Seed	
Honey	
Milk Products	
Jute, Cotton	
Other agriculture & horticulture products including spices processing, mushroom processing, herbs processing etc. fit for human and animal consumption	
Ready to Eat / Ready to Cook Food Products/ Breakfast cereals/ Snacks / bakery and other food products including nutritional health foods	
Non-agriculture Sector	
Drugs and Pharmaceutical Products	
Laboratory Chemicals, Fertilizers	
Textiles, Readymade Garment, Handloom Materials, Silk	
Handicraft	
Leather Goods	
Small Machinery and Equipment including Farm Equipment, Sports Goods etc.	
Plastic and Rubber Products	
FMCG Products	

Note: The abovementioned list of sectors and facilities are only indicative and not exhaustive. Several innovative processing and storage technologies are being developed day by day which will also be considered. Specific details of facilities to be created/installed at a given location shall be provided at the RFP stage. All facilities to be created/installed at a given location will be suited to multiple product processing and storage to ensure year round operation of the facilities. BSIDC Ltd. shall take input from the shortlisted bidders during the EoI meet to make suitable modification in the proposed facilities.

3. Implementation Plan and Scope of Work

3.1. Proposed Implementation Plan

- i. BSIDC Ltd. intends to create/install the various envisaged facilities, as mentioned in Section 2 of this document across the State. Such facilities shall be created/installed in each of the 38 districts of Bihar.
- ii. Creation of facilities may be done into phases first starting with the most potential districts/ locations in terms of feasibility of operation and availability of resources.
- iii. It may be noted that all the envisaged facilities shall not be created/installed in all 38 districts. Finalization of proposed facilities at a given location shall be done after detailed study and in consultation with the potential bidders.
- iv. BSIDC Ltd. shall be the nodal agency for coordinating the implementation of the project.
- v. BSIDC Ltd. shall arrange the lands for the projects at the selected locations.
- vi. BSIDC Ltd. may engage CFTRI/NIFTEM/CSIR or such reputed organizations as Technical Partner assisting the BSIDC Ltd. in selection of appropriate technologies.
- vii. BSIDC Ltd. will select an agency to Operate, Maintain and Manage the Integrated Facilities for Processing, Preservation and Packaging of Agro-commodities & Warehousing of Agro and Non-agro commodities in PPP Mode as per the extant guidelines.

Note: In case a prospective bidder is willing for engagement in the creation/installation of infrastructure and envisaged facilities as well followed by taking up the operation, maintenance and management role, the bidder should suggest that. BSIDC Ltd. shall explore the suitable model for association (PPP models) with mutual consent.

- viii. BSIDC Ltd. will hand over the facility to the selected agency for a period of 5 years or more (to be finalized at RFP stage based on inputs from short-listed bidders) which can be further extended based on the performance of the agency on mutually agreed terms. There will be an annual assessment of the performance of the selected agency in operating and managing the created/installed facilities.
- ix. The selected agency will operate, maintain and manage the facilities created/installed thereby ensuring its optimum utilization for self-use and/or job works. The selected agency shall have to arrange for the resources like working capital, manpower etc. for running the facilities profitably during the agreed period.

3.2. Scope of Work for the Selected Agency

- i. Conduct financial and market analysis and develop annual business plan for running the created/installed facilities
- ii. Develop backward and forward linkages to ensure ensuring adequate patronage for created/installed facilities
- iii. Linking the facilities to various Business Development Service (BDS) such as financing and third-party certification.
- iv. Generate business for facility by marketing to various industries/ exporters/ traders/ farmers desirous of using the facilities for their produces.
- v. Arrange quality manpower and provide professional management of the facilities.
- vi. Carry out routine and periodic preventive maintenance and corrective maintenance of the facility. Repair or replace the equipment or other infrastructure available in the premise as and when required depending on the day to day wear and tear of the facility

3.3. Responsibility of the Selected Agency

- i. The selected agency shall enter into an agreement with the BSIDC Ltd. for a mutually agreed period of time.
- ii. The selected agency shall manage the day-to-day operation of the facility and shall keep the created/installed facilities in the working condition. No movable or immovable asset will be used for other than running of the proposed facility. The selected agency shall ensure maximum capacity utilization of the facilities.
- iii. Ensure employment of standard operation and maintenance practices of all equipment as per manufacturer's manual in a way that condition of equipment employed are not deteriorated beyond regular wear and tear.
- iv. The responsibility of repair and maintenance during the agreement period shall lie with the selected agency and will be required to be met through its own funds. The agency shall bear the replacement cost and expenses of any natural damage or vandalism, theft, tempering of any asset at the facility. The agency shall also purchase and maintain consumables for regular operation and maintenance of the facilities.
- v. Selected agency shall be entitled to bring in, make additions to and take back any equipment and assets brought in by them for the operations and management of the facilities. In case it requires removing or replacing any equipment or assets forming part of the facilities in order to carry out its obligations, it may do so with prior approval of the BSIDC Ltd.
- vi. Selected agency shall pay the electricity charges, water charges, municipal taxes etc. to the concerned utility service providers for the utilities consumed by it at the facility.
- vii. The selected agency shall comply with all relevant laws laid down by the Govt. or its agencies concerned to safe, smooth and uninterrupted operation, maintenance and management of the facility and carrying out the business. It shall ensure that the created/installed facility or its any part is not used for any unlawful activity. The agency shall also attempt to mitigate any adverse environment, social and health impact of the facility on the employees, customers or any other stakeholders.
- viii. The selected agency shall not have the permission to sublet or subcontract the facility for operation, maintenance and management.

3.4. Responsibilities of Bihar State Industrial Development Corporation Ltd.

- i. Create/install requisite facilities at the select sites within the stipulated time period either by its own or through SPV formed with the selected agency as the case may be.
- ii. Selection of technology for the proposed facilities, monitor design of integrated facilities, quality of machinery, logistic options & procurement of materials for infrastructure development etc.
- iii. Provide hindrance free access to the selected agency for the operation, maintenance and management of the installed/created facilities
- iv. Handover to selected agency existing supplier manuals in respect of equipment and accessories present at the facility.
- v. Facilitate the selected agency to obtain required statutory clearances, approvals, NoCs etc. for operation and management of the installed/created facilities
- vi. Provide basic infrastructure like access road, internal roads boundary walls, drainage for water & effluent if any incineration of solid waste etc. and utilities like water, electricity and gas supply etc.

3.5. Revenue Model:

No financial bid is being invited at EoI stage. The financial bid will be invited at the RFP stage. However BSIDC Ltd. would like to discuss the revenue models during the EoI meet to take the feedback of the prospective bidders on one of the three models:

- i. **Models I: Fixed Rental**-Selected agency to pay a fixed monthly/quarterly rental to BSIDC Ltd.
- ii. **Model II: Revenue Sharing**-Selected agency to share a fixed percentage of the revenue generated out of the business operation with the BSIDC Ltd. on monthly/quarterly basis
- iii. **Model III: Part Fixed & Revenue Sharing**-Selected agency to pay a fixed rental and share a fixed percentage (%) of revenue with BSIDC Ltd.

4. Bid Summary & Calendar of Events

The following table enlists important milestones and timelines for completion of bidding activities:

#	Information	Details
1.	EoI Issuing Authority	Bihar State Industrial Development Corporation Ltd. (BSIDC Ltd.) (A Govt. of Bihar Undertaking)
2.	EoI No. and Availability of EoI Document	No.: EOI/BSIDC/Acctt/01; To be available online from 20/02/2019, 11:00 AM at http://www.bsidc.in
3.	Cost of EoI Documents	Rs 5,000/- (Rupees Five Thousand Only) The cost of EoI shall be payable by the bidders along with the bid documents in the form of a Demand Draft (DD) drawn in favour of "Bihar State Industrial Development Corporation Ltd." payable at Patna. The cost of EoI document shall be non-refundable. EoIs without the DD of requisite amount shall be rejected.
4.	Pre-bid Conference	BSIDC Ltd. will host a bidders' conference in Patna at the time and address mentioned below. The interested bidders may attend the bidders' conference at their own cost. The purpose of the conference is to provide bidders with any clarifications regarding the EoI. It will also provide each bidder with an opportunity to seek clarifications regarding the aspect of the project. 25/02/2019, 03:00 PM at Office of the- Chairman-cum-Managing Director Bihar State Industrial Development Corporation Ltd. (A Govt. of Bihar Undertaking) 1 st Floor, Indira Bhawan, RC Singh Path, Boring Canal Road, Patna
5.	Last date for submission of written queries for clarifications	Bidders having any query regarding the EoI and the project can also write to the BSIDC Ltd. BSIDC Ltd. reserves the right not to provide answers to any or all queries raised by bidders. 26/02/2019, 05:00 PM Queries may be submitted at: bsidc_bsidc@rediffmail.com
6.	Release of response to queries	28/02/2019 , at http://www.bsidc.in
7.	Last Date for submission of EoI	11/03/2019, 05:00 PM at Office of the- Chairman-cum-Managing Director Bihar State Industrial Development Corporation Ltd. (A Govt. of Bihar Undertaking) 1 st Floor, Indira Bhawan, RC Singh Path, Boring Canal Road, Patna Note: Any request for extension of submission deadline will not be entertained.
8.	Bid validity period	180 days from the last date (deadline) for submission of the EoI.
9.	Opening of EoIs	11/03/2019, 5:30 PM
10.	Announcement of Shortlisted Bidders	To be intimated later
11.	For any clarification- Contact Person	Chairman-cum-Managing Director Bihar State Industrial Development Corporation Ltd. (A Govt. of Bihar Undertaking)

5. Instruction to Bidders

- i. This EoI is not an offer and is issued with no commitment. BSIDC Ltd. reserves the right to withdraw the EoI and change or vary any part thereof at any stage if it determines that such action is in the best interest of the Government of Bihar. BSIDC Ltd. also reserves the right to accept or reject any application and/or to annul the bidding process and reject all applications, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- ii. Shortlisted bidders along with other bidders, if required would be issued formal tender/ Request for Proposal inviting their technical and commercial bids at a later time.
- iii. Timing and sequence of events resulting from the EoI shall ultimately be determined by BSIDC Ltd.
- iv. No oral conversations or agreements with any official, agent or employee of BSIDC Ltd. shall affect or modify any terms of this EoI and any alleged oral agreements and arrangements made by a bidder with any department, agency, official or employee of BSIDC Ltd. shall be superseded by the definitive agreement that results from this EoI process. Oral communications by BSIDC Ltd. to bidders shall not be considered binding on BSIDC Ltd. nor shall any written materials provided by any person other than BSIDC Ltd.
- v. Neither the bidder nor any of the bidder's representative shall have any claims whatsoever against BSIDC Ltd. or any of their officials, agents or employees arising out of, or relating to the EoI or these procedures (other than those arising under definitive service agreements with the bidder in accordance with the terms thereof).
- vi. Applicants who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitations, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.
- vii. Each bidder shall submit only one Pre-qualification requirements proposal.
- viii. For the bids received before the last date and time of bid submission, the proposals and accompanying documentation of the Pre-qualification proposal will become the property of BSIDC Ltd. and will not be returned after opening of pre-qualification proposals. BSIDC Ltd. is not restricted in its rights to use or disclose any or all of the information contained in the proposals and can do so without compensation to the bidders. BSIDC Ltd. shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.
- ix. The bidders are expected to examine all instructions, forms, terms, project requirements and other details in the EoI document. By submitting the bid, each bidder shall be deemed to acknowledge that it has carefully read all sections of this document and has fully informed itself as to all existing conditions and limitations. Failure to furnish complete information as mentioned in the bid documents or submission of a bid not substantially responsive to the EoI document in every respect will be at bidders' risk and may result in rejection of their bid.
- x. As mentioned earlier, in the second stage of bidding i.e. the RFP stage, BSIDC Ltd. shall issue RFP document to the shortlisted bidders for each of the selected locations. This RFP document will contain information about the specific facilities to be created at each of the select location, bidding process, bid submission, technical qualification and financial proposal requirements. The financial bids of only those bidders who qualify in the Technical Bid Evaluation shall be opened for evaluation and selection of the successful bidder.

6. Pre-qualification Criteria

Pre-qualification Criteria and mandatory bid documents are as follows:

#	Criteria	Details	Documents Required
1.	Legal Entity	<p>The bidder can be a company/LLP/cooperative/trust/ society / FPOs/state agency etc. registered in India under the relevant Act with a registered office and operations in India.</p> <p>Note: Consortium of entities is allowed. There should be a lead member who will have overall responsibility and BSIDC Ltd. will deal with lead member only for financial, administrative, contractual matters etc.</p>	<p>Documentary proof regarding the legal status of the bidder/ each members of the consortium, as the case may be,</p> <p>a. Certificate of incorporation/registration etc.</p> <p>b. Copy of relevant bye-laws</p>
2.	Firm's Experience	<p>The bidder/ each member of the consortium, as the case may be, should be operating for the last 3 years in the business of Food Processing/preservation/packaging and/or Warehousing/Logistics business for agri & non-agri products etc. in India or abroad as of March 31, 2018.</p> <p>Bidder/ at least one member of the consortium, as the case may be, should have experience of at least 1 O&M assignment.</p>	<p>a. Details of existing Business Operations-Form-III</p> <p>b. Copy of latest Annual Report</p> <p>Details of O&M Assignment- Form-IV along with documentary evidences like Work Order for ongoing project/ Work Completion Certificate for completed projects.</p> <p>Provide details of those projects that have been undertaken by the bidder under its own name or by a consortium of which the bidder is/was a member.</p>

#	Criteria	Details	Documents Required
3.	Turnover	<p>The bidder/lead member the consortium should have a minimum annual turnover of Rs. 5 Crore or more in the last three financial years (each year) ending 31st March 2018 from the business of Food Processing/preservation/packaging and/or Warehousing/logistic business for agri & non-agri products etc. in India or abroad.</p> <p>The other member of the consortium, individually should have a minimum annual turnover of Rs. 2 Crore or more in the last three financial years (each year) ending 31st March 2018 from the business of Food Processing/preservation/packaging and/or Warehousing/logistic business for agri & non-agri products etc. in India or abroad.</p>	<p>Certificate for annual Turnover-Form-V including</p> <ul style="list-style-type: none"> • Audited Financial Statements • Certificate from Statutory Auditor
4.	Net-worth	The bidder/each member of the consortium, as the case may be, should have positive net worth in the last 3 (three) financial years (each year).	Certificate for Net-worth-Form-VI including Certificate from Statutory Auditor
5.	Default of Loan	The bidder/ none of the consortium members, as the case may be, should not have defaulted any loan to its banker(s) and/or any other agency of the State Governments/Central Government in the last 5 years.	Certificate for no-default of loan -Form-VII
6.	Blacklisting/ suspension/ Contract Termination /Imposition of Penalty	A bidder/ none of the consortium members, as the case may be, should, in the last 5 (five) 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/ any of the consortium members, 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/ any of the consortium members	Self-Declaration in Form-VIII

Note: In case of Consortium, following conditions shall also be observed for pre-qualification.

- a. Number of members in a consortium shall not exceed 3 (three).
- b. An individual bidder cannot at the same time be member of a consortium applying for pre-qualification. Further, a member of a particular consortium cannot be member of any other consortium applying for pre-qualification.
- c. Each member of the consortium shall have to present the prescribed documentary evidence in support to their qualification.
- d. Change in the composition of a consortium will not be permitted by the Authority during the EoI validity period.

7. Amendment to EoI

At any time prior to the last date for receipt of the EoI, BSIDC Ltd. may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EoI document by an amendment. In order to provide prospective bidders reasonable time in which to take the amendment into account in preparing their proposals, BSIDC Ltd. may, at its discretion, extend the last date for the receipt of EoI and/or make other changes in the requirements set out in the EoI.

Bidders are required to visit the “**Tender**” Section of the website of the BSIDC Ltd. i.e. <http://www.bsdc.in> for any changes or amendments in the EoI before submitting their bid.

8. Language of EoI

The language of bid documents should be English. Supporting documents and printed literature furnished by the bidder may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English/ Hindi language. Supporting materials, which are not translated into English/ Hindi, may not be considered. For the purpose of interpretation and evaluation of the bid, the English/ Hindi language translation shall prevail.

9. Authentication of EoI

Bid documents shall be type written and shall be signed by a person duly authorized by the bidder in this behalf by way of a Power of Attorney/ authorization of bidder’s signatory duly executed by the bidder in the format set forth in Form-VIII. The person signing the bid shall initial all pages of the bid.

10. EoI Validity Period

The EoI shall remain valid for a period of 180 days from the last date of submission as mentioned in the Bid Summary. BSIDC Ltd. reserves the right to reject an EoI as non-responsive if such EoI is valid for a period which is less than specified and BSIDC Ltd. shall not be liable to send an intimation of any such rejection to such Bidder.

11. Submission of EoI

Only sealed envelope containing EoI with necessary documents should be submitted either by hand or by post/courier. Bidders must submit the EoI documents at the time and address specified in the section “Bid Summary and Calendar of Events”. Failing to submit the documents in time shall result in the rejection of the EoI.

12. Evaluation of the EoI

- i. BSIDC Ltd. shall examine the submitted EoIs to determine whether they are complete, whether the documents have been signed as indicated in this document, whether all Forms as asked have been filled in properly, whether applications are generally in order and all information as indicated under various clauses have been furnished.
- ii. BSIDC Ltd. reserves the right to waive minor deviations in the submitted EoI documents if they do not materially affect the capability of the bidder to perform the assignment.
- iii. Prior to detailed evaluation formalities, BSIDC Ltd. shall determine the substantial responsiveness of each bid to the invitation documents. A substantially responsive bid is one, which conforms to all the terms and conditions of the invitation document without any material deviation. A material deviation is one, which limits in any way responsibilities and liabilities of the bidder or any right of the employer as required in this document. BSIDC Ltd. may waive any minor non-conformity in the submitted EoI, which does not constitute material deviation. Non -responsiveness shall run the risk of rejection.

- iv. The evaluation shall be carried out on the basis of data available in the bid document submitted by the bidder in the first instance. No account will be taken of any further documents or clarifications or any such additional information furnished subsequently by the bidder. However, BSIDC Ltd. reserves the right to call for such clarifications confined in scope to the contents of the EoI, should such a clarification become necessary for proper judgment in evaluation.
- v. BSIDC Ltd. shall apply pass-fail test and short-list all the bidders who meet the qualification criteria as specified.

Annexure-I-District-wise details of identified land parcels



(Map only for reference of district locations)

#	District		Location	Area (Acre)	Total
1.	Aurangabad	i	Aurangabad(Growth Centre)	19.4	19.4
2.	Banka	i	Katoria	13.5	70.15
		ii	Banka (Samukhiyapur)	56.65	
3.	Bhagalpur	i	Barari	11.41	11.41
4.	Buxur	i	Dumraon	9.15	9.15
5.	Darbhanga	i	Donar Industrial Area	12.88	12.88
6.	Katihar	i	Rosna	11.23	11.23
7.	Madhubani	i	Pandaul Industrial Area	24.81	24.81
8.	Muzaffarpur	i	Muzaffarpur Industrial Area	13.63	87.85
9.	Nalanda	i	Pilkhi	19.24	19.24
10.	Purnea	i	Maranga	11.73	11.73
11.	Saharasa	i	Saharasa	40.09	40.09
12.	Siwan	i	Siwan Industrial Area	15.6	15.6
13.	Supaul	i	Supaul Sadar Block	70.33	70.33
				Total	403.87

Form-I-EoI Application

(On letterhead, including full postal address, telephone, fax, e-mail address)

Date:

To,

Chairman-cum-Managing Director
Bihar State Industrial Development Corporation Ltd.
(A Government of Bihar Institution)
1st Floor, Indira Bhawan, RC Singh Path, Boring Canal Road, Patna

Subject: Application against EoI to “Operate, Maintain and Manage the Integrated Facilities for Processing, Preservation and Packaging of Agro-commodities & Warehousing of Agro and Non-agro commodities in Public Private Partnership Mode”

Sir,

1. With reference to the EoI document dated, we, having examined the EoI document and understood its content and hereby submit our application showing our interest in the project. The application is unconditional and unqualified.
2. All requisite information in the prescribed formats along with necessary supporting documents are attached to this letter for due consideration of the Expression of Interest.
3. BSIDC Ltd. and its authorized representatives are hereby authorized to conduct any inquiry or investigation to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and client regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution, to provide such information deemed necessary to verify statements and information provided in this application, or with regard to the resources, experience, and our competence.
4. This application is made in the full understanding that:
 - a. BSIDC Ltd. reserves the right to reject or accept any application, cancel the process, and reject all applications; and
 - b. BSIDC Ltd. shall not be liable for any such actions and shall be under no obligation to inform the applicant of the grounds for them.
5. The undersigned declares that it has not been debarred or blacklisted by any state, central or public sector undertaking for any wrongful activities and similar services.
6. The undersigned declares that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail.

(Authorized Signatory)

Signature:

Name:

Designation:

For and on behalf of

Seal/Stamp of bidder:

Form: II-Checklist for Submission of EoI along with Mandatory Documents

(On letterhead, including full postal address, telephone, fax, e-mail address)

#	Specific Requirement	Prescribed Format	Supporting Documents	Ref. & Page
1.	EoI Application	Form I	-	
2.	Checklist for Submission of EoI along with Mandatory Documents	Form II	-	
3.	Legal Entity	-	Documentary proof regarding the legal status of the bidder/ each members of the consortium, as the case may be, c. Certificate of incorporation/registration etc. Copy of relevant bye-laws	
4.	Details of Existing Business Operations	Form-III	<ul style="list-style-type: none"> • Details of the Business • Copy of latest Annual Report 	
5.	Details of O&M Assignment	Form-IV	Work Order for ongoing project/ Work Completion Certificate for completed projects	
6.	Certificate of Turnover	Form-V	<ul style="list-style-type: none"> • Audited Financial Statements • Certificate from Statutory Auditor 	
7.	Certificate of Net-worth	Form-VI	Certificate from Statutory Auditor	
8.	Certificate of No loan default	Form-VII	-	
9.	Blacklisting	Form-VIII	-	
10.	Power of Attorney/Board Resolution	Form IX/ X as the case may be	Board resolution/ Board resolution of each of the Consortium Members authorizing: (i) Execution of the Consortium Agreement, and (ii) Appointing the authorized signatory for such purpose	
11.	Bid Document Fee	Demand Draft		

(Authorized Signatory)

Signature:

Name:

Designation:

For and on behalf of

Seal/Stamp of bidder:

Form-III-Details of Existing Business Operations

(On letterhead, including full postal address, telephone, fax, e-mail address)

S. No.	Bidders Details												
1.	a. Name: b. Country of Incorporation: c. Address of corporate headquarters and it subsidiary/ branch office(s), if any in India d. Date of incorporation and/or commencement of business												
2.	Nature of Applicant (whether public or private company, proprietorship firm, partnership)												
3.	Details of individual(s) who will serve as the point of contact/ communication with BSIDC: a. Name: b. Designation: c. Company: d. Address: e. Telephone Number: f. E-Mail Address: g. Fax Number:												
4.	In case of a Consortium: (a) The information above (1-3) should be provided for all the members of the consortium. (b) Information regarding the role of each member should be provided as per table below. <table border="1" style="margin: 10px auto; border-collapse: collapse;"> <thead> <tr style="background-color: #cccccc;"> <th style="width: 10%;">S. No</th> <th style="width: 50%;">Name of Member</th> <th style="width: 40%;">Proposed Role</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">2.</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">3.</td> <td></td> <td></td> </tr> </tbody> </table> <p>*The role of each member, as may be determined by the bidder, should be indicated in accordance with EoI.</p>	S. No	Name of Member	Proposed Role	1.			2.			3.		
S. No	Name of Member	Proposed Role											
1.													
2.													
3.													
5.	Description of the main lines of business of the bidder/ each member in of the consortium, as the case may be, including details of its proposed role and responsibilities in this Project <p style="text-align: center;">Use additional pages as required.</p>												

(Authorized Signatory)

Signature:

Name:

Designation:

For and on behalf of

Seal/Stamp of bidder:

Form-IV-Details of O&M Assignment

1.	Assignment Name:
2.	Country: Location within country:
3.	Name of Asset Owner/ Client: Address:
4.	Start Date: MM/YYYY Completion Date: MM/YYYY
5.	Narrative Description of assignment:
6.	Revenue sharing arrangements with the asset owner/ Client
7.	Approx. value of the services provided by your firm under the contract (in Rs.):
8.	Please attach work order/ work completion certificate. The bidder is encouraged to attach other relevant documents to provide details of their credential if they find it appropriate to this EoI.

(Authorized Signatory)

Signature:

Name:

Designation:

For and on behalf of

Seal/Stamp of bidder:

Form-V-Certificate for Turn-over

(On letterhead, including full postal address, telephone, fax, e-mail address)

Date:

To,

Chairman-cum-Managing Director
Bihar State Industrial Development Corporation Ltd.
(A Government of Bihar Institution)
1st Floor, Indira Bhawan, RC Singh Path, Boring Canal Road, Patna

Subject: Certificate of Turnover

Sir,

Financial Information	FY 2015-16	FY 2016-17	FY 2017-18	Mandatory Documents (to be submitted with the EoI)
Annual Turnover (in Rs. Crore)				Audited Financial Statements
Annual Turnover from Food Processing/preservation/packaging business (in Rs. Crore)				Certificate from Statutory Auditor
Annual Turnover from Warehousing/logistic business for agri & non-agri products (in Rs. Crore)				Certificate from Statutory Auditor

(Authorized Signatory)

Signature:

Name:

Designation:

For and on behalf of

Seal/Stamp of bidder:

Form-VI-Certificate of Net-worth

(On letterhead, including full postal address, telephone, fax, e-mail address)

Date:

To,

Chairman-cum-Managing Director
Bihar State Industrial Development Corporation Ltd.
(A Government of Bihar Institution)
1st Floor, Indira Bhawan, RC Singh Path, Boring Canal Road, Patna

Subject: Certificate of Net-worth

Sir,

Financial Information	FY 2015-16	FY 2016-17	FY 2017-18	Mandatory Document (to be submitted with the EoI)
Net-worth				Certificate from Statutory Auditor

(Authorized Signatory)

Signature:

Name:

Designation:

For and on behalf of

Seal/Stamp of bidder:

Form-VII-Certificate of No loan default

(On letterhead, including full postal address, telephone, fax, e-mail address)

Date:

To,

Chairman-cum-Managing Director
Bihar State Industrial Development Corporation Ltd.
(A Government of Bihar Institution)
1st Floor, Indira Bhawan, RC Singh Path, Boring Canal Road, Patna

Subject: Certificate of No-Loan Default

Sir,

I/We hereby declare that our organisation has not defaulted in loan repayment to any Bank/NBFC/Government Agency in the last 5 years and at present we don't have any of our loan account classified as NPA.

(Authorized Signatory)

Signature:

Name:

Designation:

For and on behalf of

Seal/Stamp of bidder:

Form-VIII: Undertaking of not being blacklisted, suspended, terminated etc.

(On letterhead, including full postal address, telephone, fax, e-mail address)

Date:

To,

Chairman-cum-Managing Director
Bihar State Industrial Development Corporation Ltd.
(A Government of Bihar Institution)
1st Floor, Indira Bhawan, RC Singh Path, Boring Canal Road, Patna

Subject: Undertaking of not being blacklisted, suspended, terminated etc.

Sir,

I/We hereby declare that our organisation is not blacklisted, suspended or terminated in any manner whatsoever by State Government in the last 5 years. The bidder is having unblemished past record and was not declared ineligible to participate for bidding in the last 5 years by any State Government due to, breach of general or specific instructions, corrupt /fraudulent, Non Performance or any other unethical business practices. It is hereby confirmed that I/We are entitled to act on behalf of our company/corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

(Authorized Signatory)

Signature:

Name:

Designation:

For and on behalf of

Seal/Stamp of bidder:

Form-IX-Power of Attorney for signing the Application

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of and presently residing at,who is presently employed with us 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 application for pre-qualification and submission of our bid for the ***** including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to Department of Industries, Government of Bihar, representing us in all matters before the Department of Industries, signing and execution of all Agreements including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Department of Industries 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 Department of Industries

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 2.....

For

(Signature, name, designation and address)

Witnesses:

1. (Notarised)

2.

Form-X-Power of Attorney for Lead Member of Consortium, if applicable,

This Consortium Agreement is executed at <<Place>> on this day of, 20...

BETWEEN

Mr. _____ R/o _____ OR
M/s _____, <<a Company incorporated under the Companies Act, 1956>> and having its Registered Office at _____ acting through its _____ duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the 'LEAD MEMBER' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

Mr. _____ R/o _____ OR
M/s _____, <<a Company incorporated under the Companies Act, 1956>> and having its Registered Office at _____ and acting through its _____, duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER/SECOND PART

AND

Mr. _____ R/o _____ OR
M/s _____, << a Company incorporated under the Companies Act, 1956>> and having its Registered Office at _____ and acting through its _____, duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the THIRD PART]

WHEREAS BSIDC has invited EoI for the " **Selection of Agency to Operate, Maintain and Manage the Integrated Facilities for Processing, Preservation and Packaging of Agro-commodities & Warehousing of Agro and Non-agro commodities in Public Private Partnership Mode**" in terms of the Bid documents issued for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by BSIDC for participating in the bid by the Consortium for which the Bid has been floated by BSIDC.

AND WHEREAS in terms of the bid documents all the parties jointly satisfy the eligibility criteria laid down for a bidder for participating in the bid process by forming a Consortium between them.

AND WHEREAS all the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid bid.

NOW THIS CONSORTIUM AGREEMENT HEREBY WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for "**Selection of Agency to Operate, Maintain and Manage the Integrated Facilities for Processing, Preservation and Packaging of Agro-commodities & Warehousing of Agro and Non-agro commodities in Public Private Partnership Mode**" on O&M basis in terms of the EoI invited by BSIDC.
2. That all the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by BSIDC for awarding the Bid to the Consortium so that the Consortium may take up the aforesaid contract/license, in case the Consortium turns out to be the successful bidder in the bid being invited by BSIDC for the said purpose.
3. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the pre-qualification/eligibility criteria stipulated for a bidder, to participate in the bid for the said Bid process for selection of highest responsive bidder.
4. That the Consortium have agreed to nominateas the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Bid Application Form etc.,.

IN FAITH AND TESTIMONY WHEREOF THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.

1. ()
Authorized Signatory for
(Name of company)
2. ()
Authorized Signatory for
(Name of company)
3. ()
Authorized Signatory for
(Name of company)

Enclosure: Board resolution of each of the Consortium Members authorizing:

- (iii) Execution of the Consortium Agreement, and
- (iv) Appointing the authorized signatory for such purpose