



Bihar State Industrial Development Corporation Ltd

(Govt. of Bihar undertaking)

(Short Tender Notice- NIT-N0-03/TEN/BSIDC/19)

Notice Inviting Tender

Setting up

Silk City, Bhagalpur in the State of Bihar



Bihar state Industrial Development Corporation Ltd, invites offer for developing of Silk City at Bhagalpur. It is mainly for the promotion of Bhagalpur Silk and Khadi, Muslin and Handloom Industries on a total of 15 Acres land on lease basis.

- **Plot Description: The area of land located at Bahadurpur, Bhagalpur in 15 Acres belongs to Bihar Spun Silk Mill, Bahadurpur, Bhagalpur, (BSSM) a closed unit of BSIDC Ltd.**

Terms and Conditions:

- On "AS IS WHERE IS BASIS" Lease period will be 30 Years as per agreement with option to renew further and it will be allotted as follows to setup an Integrated Textile Parks with focus on Silk, Khadi, Muslin, Handloom Industry and socio-economic development of Bhagalpur region:
 1. Integrated Textile Parks
 2. Plug & Play Industrial Units
 3. Research & Development
 4. Technical Education / Training Centers
 5. Common facilities centers (Community Center, Hostel/Housing staff Accommodation, Health etc).
 6. Bunker Haat, Retail, Marketing Infrastructure, Storage, Logistics
 7. Ancillary Units.
- The prescribed Tender in the name of **TENDER FOR SILK CITY AT BHAGALPUR** with Complete Tender Documents, Terms and Condition may be downloaded from company website www.bsidc.in or may be collected from the office , BIHAR STATE INDUSTRIAL DEVELOPMENT CORPORATION LTD., PATNA, 4TH Floor, Indira Bhawan Ram Charitra Singh Path, Boring Canal Road, Patna – 800001.
- Bidder have to submit their bids in separate Envelop i.e. (Technical & Financial Bid) which shall be addressed to CHAIRMAN-CUM-MANAGING DIRECTOR, BIHAR STATE INDUSTRIAL DEVELOPMENT CORPORATION LTD ,PATNA , 4TH Floor, Indira Bhawan Ram Charitra Singh Path, Boring Canal Road, Patna – 800001.
- The bidders are required to submit EMD of Rs. 5 Lakhs in a separate envelope.
- Earnest Money and Tender Fee to be deposited in the form DD in Favor of BIHAR STATE INDUSTRIAL DEVELOPMENT CORPORATION LTD PAYABLE AT PATNA.
- Project Funding/ Financial Capacity: To ensure fiscal responsibility, Bank guarantee/loan from Regional Private Banks or NBFCs will not be considered as valid.
- CHAIRMAN-CUM-MANAGING DIRECTOR reserves right to reject/ accept all or any tender without assigning any reason thereof.

DEADLINE OF TENDER PROCEDURE

Cost of Tender Documents	:	Rs. 5000/-/ (It would be non refundable and should be deposit at the time of Tender Submission)
Date / Time of start of Download of Bid Documents	:	13.12.2019, through www.bsidc.in
Pre Bidding Meeting	:	26.12.2019 at 3:00 PM at BSIDC Office, 4 th floor, Indira Bhawan, Ram Charitra Singh Path, Boring Canal Road, Patna
Last Date / Time for Download / Sale of Bid Documents	:	06.01.2020 at 1:00 PM, www.bsidc.in
Last Date / Time submission of Bid Documents	:	06.01.2020 at 3:00 PM
Last Date / Time opening of Bid Documents	:	06.01.2020 at 5:00 PM

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

Chairman-cum-Managing Director
BSIDC Ltd., Patna

PR. No. 012062 (Ni Ni) 2019-20

जल-जीवन हरियाली होगी, जीवन में खुशहाली होगी, श्रृंखला बनाने की तैयारी होगी, 19 जनवरी को सबकी भागीदारी होगी।

REQUEST FOR TENDER

FOR

Setting up of Silk City

at

Bahadurpur, Bhagalpur,

Bihar

Short Tender Notice No.: NIT-NO-03/TEN/BSIDC/19 , Dated: 13/12/2019

NAME OF FIRM

December 2019

Bihar State Industrial Development Corporation Ltd.

(A Govt. of Bihar Undertaking)

4th Floor, Indira Bhawan, Ram Charitra Singh Path, Patna-800001

Phone No. 9308566830, Email id: bside_bsidc@rediffmail.com

Website: www.bsidc.in

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Disclaimer and Confidentiality

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The information contained in this Request for Tender document (the “RFT”) or subsequently provided to Applicant(s)/Bidder(s), whether verbally or in documentary or any other form by or on behalf of BSIDC or any of their employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFT and such other terms and conditions subject to which such information is provided.

This RFT is not an agreement and is neither an offer nor invitation by BSIDC to prospective Applicants. The purpose of this RFT is to provide interested parties with information that may be useful to them in preparing their proposal i.e. General Documents, Eligibility/Technical Proposal and Financial Proposal (the "Bid") pursuant to this RFT. This RFT includes statements, which reflect various assumptions and assessments arrived at by BSIDC or their advisors in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. It is intended to be used as a guide only and does not constitute advice, including without limitation, investment or any other type of advice. This RFT may not be appropriate for all persons, and it is not possible for BSIDC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFT. The assumptions, assessments, statements and information contained in this RFT may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFT and obtain independent advice from appropriate sources. BSIDC and its advisors assume that any person who reads or uses this document is capable of evaluating the merits and risks of any investment or other decision with respect to a property transaction, operation, its suitability and its financial, taxation, accounting and legal implications without any reliance on this document.

Information provided in this RFT to the Applicants is on a wide range of matters, some of which depend 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.

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BSIDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. BSIDC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Applicant 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 RFT or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFT and any assessment, assumption, statement or information contained therein or deemed to form part of this RFT or arising in any way during the Bidding Process.

BSIDC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFT.

BSIDC may in its absolute discretion at any time, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFT.

BSIDC may also withdraw or cancel the RFT at any time without assigning any reasons thereof. BSIDC reserves the right, without any obligation or liability, to accept or reject any or all applications, at any stage of the selection process, to cancel or modify the process or any part thereof, or to vary any or all the terms and conditions at any time, without assigning any reason whatsoever. BSIDC reserve a right to call for any document in supporting of documents submitted by applicants

The issue of this RFT does not imply that BSIDC is bound to select Applicant or to appoint the Successful Applicant, as the case may be. BSIDC reserves the right to reject all or any of the Applicants or Bids without assigning any reason whatsoever.

The Applicant 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 BSIDC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Applicant and BSIDC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Term Sheet		
Sn	Head	Details
1	Cost of Bid document	Rs. 5000/-
2	Sale/availability of Tender document	13th December 2019 onwards till opening of bids. Applicants can download the Notice Inviting Tender (NIT) and Request for Tender (RFT) document from www.bsidc.in , www.Industries.bih.nic.com
3	Units available for bidding	15 Acres of Land and Project Unit and open Space at Bihar Spun Silk Mill, Bahadurpur, Bhagalpur, Bihar, Bihar State Industrial Development Corporation Ltd, Bihar Boundary: North: NH 80, South –LIC Colony, East-Bahadurpur Village Road, West- Bahadurpur Village Road.
4	Lease Period	The Lease period shall be initially for 30 (thirty) years term from commencement date and thereafter, extendable further.
5	Reservations (Fixed Parameters)	<i>Land and Project Unit shall be reserved to develop only Silk City and Ancillary Activities</i> On “AS IS WHERE IS BASIS”, the Lease period will be for 30 Years as per agreement with option to renew further and it will be allotted as follows to setup an Integrated Textile Park with focus on Silk, Khadi, Muslin, handloom, technical textile, and socio-economic development of Bhagalpur region: 1. Integrated Textile Park 2. Plug & Play Industrial Units 3. Research & Development 4. Education, Technical Training 5. Common facilities centers (Community Center, Hostel, Housing, Staff Accommodation, Health, etc.) 6. Bunker Haat, Retail, Marketing Infrastructure, Storage, Logistics 7. Ancillary Units <i>Bidders are instructed to review point 28 of Term Sheet for details</i>
6	Prequalification Eligibility Criteria	1. Applicant should be company registered under Companies Act having its registered office in India. 2. The bidder/stakeholder/promoter has been fiscal vigilant and should not have non-compliance with any corporate/ central/ state government body as per applicable law. 3. The Tenderer should not have been blacklisted as agency of the same

Term Sheet		
Sn	Head	Details
		<p>or similar goods by any Department of the Government of India/ State Government/ Local bodies/Public Sector Undertakings (PSUs), The</p> <p>4. Tenderer should be registered or applied for under the GST regime.</p> <p><i>Applicants are requested to refer clause 1.7 for details and instructions.</i></p>
7.	Bid system	Single Stage Three Envelope System
8	Method of Selection	Highest Financial Proposal after qualifying Prequalification Criteria and scored the Technical Qualification.
9	Site Visit	Applicants are advised to submit their respective Bids only after visiting the site.
10	Pre Bid Conference	26/12/2019 at 3 PM
11	Name and Address where queries / correspondence concerning this Request for Tender is to be sent	<p>Bihar State Industrial Development Corporation Ltd. (A Govt. of Bihar Undertaking) 4th Floor, Indira Bhawan, Ram Charitra Singh Path, Patna-800001 Phone No. 9308566830, Email id: bsidc_bsidc@rediffmail.com Website: www.bsidc.in</p>
12	Earnest Money Deposit (EMD)	<p>All Applicants shall submit EMD of Rs. 5,00,000/- (Indian Rupees Five Lakh only) through Account Payee Demand Draft/Banker's Cheque to the bank account as per bank details provided in the term sheet.</p> <p>EMD to be submitted along with proposal submission, and shall remain valid for a period of 60 days beyond the final proposal/bid validity period.</p> <p>EMD will not bear any interest payable by BSIDC to the applicant.</p> <p>In case of DD, Applicant shall clearly write Name of Applicant and Contact details at the back side of DD</p>
13	Address where Applicants must submit Sealed	<p>Addressed to: Bihar State Industrial Development Corporation Ltd. (A Govt. of Bihar Undertaking) 4th Floor, Indira Bhawan, Ram Charitra Singh Path, Patna-800001 To be dropped in the Proposal Drop Box placed at Bihar State</p>

Term Sheet		
Sn	Head	Details
	Proposal	Industrial Development Corporation Ltd.,Patna
14	Last date and time of Submission of Sealed Proposals (Proposal Due date)	6th January 2020 3 PM
15	Date of opening or proposal by Bid opening committee	6th January 2020 5 PM
16	Validity of proposal	90 days from due date of Submission of Proposal.
17	Letter of Intent (LoI) to successful applicants	To be communicated later
18	Minimum Reserve Price	Minimum Reserves Price for the said plot is kept at Rs. 7.5 Cores
19	Signing of Lease Agreement	Within 15 working days from date of receipt of full payment of Advance Lease Fee along with applicable taxes, GST, other charges and as stipulated in the Letter of Intent (LOI). Any deposits or advance paid by the lessee shall not bear any interest payable to the lessee.
20	Commencement Date (of Lease Period)	The commencement date of Lease Period shall be 15 th day from date of signing of Lease Agreement and the date of commencement of Lease Fee shall be same date.
21	Permanent Construction	As per Agreement.
22	Payment Terms	Cumulative Lease fee and applicable Taxes for the complete period shall be paid as below from the date of issue of Letter of Intent.: 1.Within 15 Days- 30 % of the Value mentioned on Letter Of Intent 2.Within every Six Month -10 % of the Value mentioned on LOI. Or as per agreement.
23	Modes of Payment	Payments can be made through Demand Draft/Banker's Cheque/RTGS/NEFT to the bank account as per bank details provided in the agreement on LOI.

Term Sheet		
Sn	Head	Details
24	Statutory documents and approvals	Lessee shall obtain all due permits, necessary approvals, Leases clearances and sanctions from the competent authorities for all activities before Commencement of Operation on the said plot for setting up of Silk City.
25	Commencement of Operations	The lessee shall commence operation from “Commencement Date” as defined in the Term Sheet.
26	Pre-mature Lease Termination or Breach of Lease Agreement	In case the Lessee does not start its activities or setting up of Silk City within 12 months of commencement of agreement or abandons the Leased space or terminates/exits Lease agreement without giving 90-day notice period to the Leaser or cancellation of Lease Agreement due to breach of agreement terms and conditions by lessee, complete advance Lease Fee paid by the lessee shall be forfeited. <i>Applicants are requested to refer clause 3.1 for details and instructions.</i>
27	Clauses on fraud and corruption in the Contract:	<i>Applicants are requested to refer clause 1.10</i>
28	Details for Demand Draft	Demand Draft shall be made in favour of BIHAR STATE INDUSTRIAL DEVELOPMENT CORPORATION LTD, PAYABLE AT PATNA , issued by one of the nationalized/Scheduled Banks,

SECTION 1: Instructions to Bidders (ITB)

1.1 Background

- 1.1.1.** BSIDC was incorporated in the year 1962 under the Companies Act 1956 with main objective To Promote, establish & execute industries. To aid, asses and finance industrial undertaking and other related financial activities. To promote companies for industrial development in Bihar. To carry on all kinds of exploration business including mining and other allied activities. To carry on business of engineering and manufacture of agriculture machines. To develop infrastructure for industries.
- 1.1.2.** Bhagalpur is a famous for its unique silk fabrics called 'Tussah or Tusser'. Silk weaving is an age old tradition in the city. Fabrics produced in the city are famous both at the domestic and the international market. Bhagalpur cluster ranks the second highest, next to Karnataka in the production and exports of silk fabrics. It has been named as the Silk City due to its popularity for Bhagalpuri Silk.
- 1.1.3.** Bhagalpur produces the finest texture of Silk springing out from the essence of nature and known as the 'Queen of all fabrics', Bhagalpuri Silk is very well known for its unique and striking resilience and superior quality. Silk fabrics made in Bhagalpur are being exported to countries like West Asia, Europe, U.S., and Japan. Home furnishings from Bhagalpur are becoming increasingly famous in the international market. With goal to make socio economic development of Bhagalpur and artisans in the region; Bihar State Industrial Development Corporation invites tender for "Silk city at Bhagalpur".

1.2 Brief description of Land and Project Unit Spaces:

- 1.2.1** The proposed 15 Acres land belongs to Bihar Spun Silk Mill, Bahadurpur, Bhagalpur, (BSSM), a closed unit of BSIDC Ltd.
- 1.2.2** On "AS IS WHERE IS BASIS", the Lease period will be for 30 Years as per agreement with option to renew further and it will be allotted as follows to setup an Integrated Textile Park with focus on Silk, Khadi, Muslin, handloom, technical textile, and socio-economic development of Bhagalpur region:
1. Integrated Textile Park
 2. Plug & Play Industrial Units
 3. Research & Development
 4. Education, Technical Training
 5. Common facilities centers (Community Center, Hostel, Housing, Staff Accommodation, Health, etc.)
 6. Bunker Haat, Retail, Marketing Infrastructure, Storage, Logistics
 7. Ancillary Units

1.3 Details of Land and Project Unit Spaces

- 1.3.1** Land and Project Units are located at Bihar Spun Silk Mill, Bahadurpur, Bhagalpur, Bihar. Area for Land and Project Units is approx. **15 Acres**

1.3.2 Details of Land and Project Unit Spaces

15 Acres of Land and Project Unit and open Space at Bihar Spun Silk Mill, Bahadurpur, Bhagalpur, Bihar, Bihar State Industrial Development Corporation Ltd, Bihar

Boundary: North: NH 80, South –LIC Colony, East-Bahadurpur Village Road, West- Bahadurpur Village Road.

NOTES:

Note-1: Applicant shall submit proposal in prescribed format along with requisite information and documents.

Note-2: Applicant shall submit only one proposal for Leased space under this RFT.

Note-3: The selection shall be done based on highest price quoted by the Applicants for respective Land and Project Unit space, in a transparent bidding process, provided that the Authority reserves the rights to accept only those bids which are above this minimum reserve price. The financial bid will be evaluated only after qualifying Pre-Qualification and Score Technical Qualifying Marks .

Note-4: Lease Fee shall be worked out on total **area** as indicated clause no 1.3.2 in RFT.

Note-5: In case of any concerns or difference of opinion regarding area calculation/ allocation, decision of BOARD/ DEPARTMENT of Industry, GOB, shall be final and binding.

Note-6: The Leased is offered on basis are on “as is where is basis”. On this area the successful Applicants are expected to carry out all works/temporary fit-outs, as needed for operation of Land and Project Unit on its own cost.

Note-7: Interest free Security Deposit as stipulated in the RFT and one-year advance Lease fee shall be deposited as per the schedule indicated in LoI, before signing of Lease Agreement.

1.4 Authority

1.4.1 For the purpose of this RFT, Authority/ Board shall mean BSIDC under the, Department of Industry, Government of Bihar.

1.5 Leaser and Authorized Signatory for Leaser

1.5.1 “The Leaser” means CMD, BSIDC, though, DEPARTMENT OF INDUSTRY, Government of Bihar. as an authorized signatory

1.6 Request for Tender (RFT)

1.6.1 The Authority invites sealed proposal in prescribed formats from eligible Applicants (“Applicants”) for Setup of Silk City in Bhagalpur .

1.7 Eligibility Criteria

PRE QUALIFICATION CRITERIA

S. No.	Criteria	Supporting Required
1	The bidder should be company registered under Companies Act 1956 and have its registered office in India.	Certificate of Incorporation & PAN
2	The bidder must submit Earnest Money Deposit amounting to ₹5,00,000 (Five Lakh) and Tender Cost of Rs. 5000 (Five Thousand only) non-refundable both in form of Demand Draft	Two Demand Draft issued as per details provided in Terms Sheet
3	The bidder should not have been blacklisted as supplier of the goods or services by any Department of the Government of India/ State Government/ Local bodies/ Public Sector Undertakings (PSUs)	No blacklisting certificate in Letter Head
4	The bidder should be registered or applied for under the GST regime	Registration Document/Application
5	The bidder/stakeholder/promoter has been fiscal vigilant and should not have non-compliance with any corporate/ central/ state government body as per applicable law.	No defaulters certificate in Letter Head.

- The Financial Bid of only those tenderers shall be considered for evaluation who fulfil the qualification criteria and qualifies in the technical evaluation as per technical eligibility.
- Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:
 - ✓ Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.

TECHNICAL EVALUATION CRITERIA

Sl. No.	Criteria	Maximum Technical Score	Score by bidders
1	Complete report on bidders Expertise of Firm/Organization, Management Structure and Key Personnel,	30	
2	Proposed Methodology, Approach, Technology approach and Implementation Plan covering following objectives categorically: Processing and production and end use of Silk Produces Processing and production and end use of Technical Textile Setting up and utilisation Plan for Plug and Play Industrial Unit Setting up and occupation of Hostel, Housing, Staff Accommodation Unit Bunker Haat, Retail, Marketing Infrastructure Storage and Raw Material Management Social Responsibilities and Health Care Centres	50	
3	Financial Projections with Investment and Profitability Report for minimum First 6 Years covering all points mentioned in point no 2 above.	20	
	All the document shall be submitted in Pen Drive or CD in the form of Excel or Word File and PDF of entire Document Submitted except Financial BID Documents		
TOTAL MARKS		100	

'Minimum Technical Score' for required for opening Financial Bid – 70 marks

1.8 Earnest Money Deposit (EMD)

- 1.8.1 Proposal should necessarily be accompanied by **an Earnest Money Deposit for an amount of Rs. 5,00,000/-** (Indian Rupees Five Lakh only) through Account Payee Demand Draft/Banker's Cheque/RTGS/NEFT to the bank account as per bank details provided in the term sheet. EMD shall remain valid for a period of Sixty (60) days beyond the final proposal/bid validity period.
- 1.8.2 EMD will not bear any interest payable by the Authority.
- 1.8.4 EMD of successful Applicant shall be retained by the Authority till Security Deposit is submitted by the successful Applicant. EMD of unsuccessful Applicants will be returned after expiry of the final proposal/bid validity and latest on or before the 90th day after the award of the contract.
- 1.8.5 EMD shall be forfeited and proposal of Applicant shall be cancelled in the following cases:
 - a) if any information or document furnished by the Applicant turns out to be misleading or untrue in any material respect; and

- b) if the successful Applicant fails to execute the Lease Agreement within the stipulated time.

1.9 As is Where is

1.9.1 The Bidder shall be deemed to have inspected the Site and its surroundings and taken into account all relevant factors pertaining to the Site in the preparation and submission of the Bid. The bidder shall get the plot as is where is basis and will be applicable for the status as on the date of Agreement.

1.10 Fraud and Corruption

1.10.1 Client requires that applicants to observe the highest standard of ethics during the selection process and in execution of contracts. In pursuance of this policy, the Authority defines, for the purposes of this provision, the terms set forth below as follows:

- a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the applicant selection process or in contract execution;
- b) “fraudulent practice” means a representation or omission of facts in order to influence a selection process or the execution of a contract;
- c) “collusive practices” means a scheme or arrangement between two or more applicants, designed to influence the action of any party in Lease agreement.
- d) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or them property to influence their participation in the applicant selection process, or affect the execution of a contract; and

1.10.2 Authority shall reject a proposal for award if it determines that the applicant recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;

1.11 Preparation of The Proposal

1.11.1 Applicant can submit only one proposal, clearly mentioning RFT title on Outer and inner envelopes.

1.11.2 In case any applicant submits more than one proposal, all proposals of such applicant shall stand cancelled.

1.11.3 The proposal shall be in English language. The original proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by applicants themselves. Any such corrections, interlineations or overwriting must be initial by the person(s) who had signed the proposal. The authorized representative of the applicant shall initial in original on all pages of the Key Submissions along with proposal documents.

a) Applicant's proposal shall consist of following 3 (Three) separate sealed envelopes –

	Details to be mention on envelop:
Envelop-1	<ol style="list-style-type: none">1. Demand Draft (mentioned on face of Envelop)2. Title of RFT for Setting up of Silk City, Bhagalpur3. Demand Draft of EMD4. Demand Draft of Tender Document (Non Refundable) <p>Please mention the name and Address of the Company at the back side of the Demand Draft and Tender Name or No.</p>
Envelope-2	<ol style="list-style-type: none">1. Eligibility Documents (mentioned on face of Envelop)2. Title of RFT: "RFT for Set up of Silk City at Bihar Spun Silk Mill, Bahadurpur, Bhagalpur, Bihar , Bihar State Industrial Development Corporation Ltd, Patna"3. Name, Address and Contact of Applicant <p>Enclosures:</p> <p>Original Form 1, Form 2, Form 3, Form 5, Form 6 Form 7, Declaration of Not blacklisting certificate in tenderer's letterhead.</p>
Envelope-3	<p>Details to be mention on envelop:</p> <ol style="list-style-type: none">1. Financial Proposal2. Title of RFT: "RFT for Set up of Silk City at Bihar Spun Silk Mill, Bahadurpur, Bhagalpur, Bihar , Bihar State Industrial Development Corporation Ltd, Patna"3. Name, Address and Contact of Applicant <p>Enclosures:</p> <p>Original Form 4 (Financial Proposal) only.</p>

b) The applicant shall submit Original bound document in the envelope.

c) Tender cost and EMD shall be submitted in the form of Account Payee Demand Draft/Banker's Cheque.

d) All the envelopes shall be sealed in a single outer envelope mentioning following:

Main Outer Envelope	<ol style="list-style-type: none">1. RFT Title “RFT for Setting up at Bihar Spun Silk Mill, Bahadurpur, Bhagalpur, Bihar , Patna2. Name, Address and Contact of Applicant <p>The envelop shall be addressed to Chairman cum Managing Director Bihar State Industrial Development Corporation Ltd. (A Govt. of Bihar Undertaking) 4th Floor, Indira Bhawan, Ram Charitra Singh Path, Patna-800001</p>
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1.11.4 The Applicant is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFT shall be at the Applicant’s own risk.

1.11.5 It shall be deemed that prior to the submission of the Proposal, the Applicant has:

- a) made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFT document;
- b) received all such relevant information as it has requested from Authority; and
- c) made a complete and careful examination of the various aspects of the Project.

1.11.6 Authority shall not be liable for any mistake or error or neglect by Applicant in respect of the above.

1.12 Submission, Receipt and Opening of Proposals

1.12.1 Proposals must be delivered at the indicated addresses on or before the time and date stated in this RFT, or any new date extended by Authority. Proposals would be opened as per schedule mentioned in Term Sheet.

1.12.2 The tenderer are required to follow the Instruction for Technical Bid Evaluation

SECTION 2: Evaluation, Award and Signing of Agreement

2.1 Overview of Selection Process

- 2.1.1 The proposals received for ‘**Setting up of Silk City**’ for Land and Project Unit space shall be evaluated according to eligibility technical criteria and financial proposal of eligible Applicant; and the space shall be allotted to eligible Applicants solely on the basis of highest ranking as per financial proposal of eligible applicant, only after qualifying pre-qualification and scoring technical qualification qualifying marks.
- 2.1.2 Applicants need to clearly indicate the Tender (RFT) Title Outer Envelope and Inner Envelops of proposal as per details in clause 1.11.
- 2.1.3 Bids will be opened by Bid Opening Committee on the scheduled date, time and at the venue indicated in the Term Sheet or as amended later, in presence bidders who wish to attend the bid opening.
- 2.1.4 **Envelop-1** will be opened first and shortlisting of eligible Applicants will be done based on receipt of requisite Cheques and there after Envelop -2 will be opened of the qualifying tenderer forms, documents. Proposals not enclosed with requisite details, forms, documents or EMD shall be rejected. In case any applicant submits more than one proposal, all proposals of such applicant shall stand cancelled.
- Enclosures of Envelop-1&2 should not include the financial proposal, in case the financial proposal is included in Envelop 1&2, the proposals of such applicant shall be declared non responsive and shall stand cancelled.
- 2.1.5 Financial Proposal of eligible Applicants shall be opened. Eligible Applicants shall be ranked as per highest Lease fee quoted (**as per Form-4**) above the reserve price.
- 2.1.6 Applicant having highest financial proposal (Lease fee quoted as per **Form-4**) shall be identified as successful applicant.
- 2.1.7 From the time the proposal is opened till the time Applicant is invited for allocation / allotment (shall be communicated through LOI / notice by the Authority), the applicant should not contact Authority on any matter. Any effort by the applicant to influence in examination, evaluation, ranking of proposals or recommendation for award of contract/Lease may result in rejection of the applicant’s proposal.
- 2.1.8 No request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of proposal already submitted by the applicant.
- 2.1.9 At the time of prequalification evaluation of tender, evaluation Committee may ask for any documents (submitted or not submitted) for ascertaining eligibility of the bidder if it think fit in public interest. However, only those documents will be considered for evaluation which is issued on or before the last date of submission of tender.

2.2 Evaluation of eligibility

- 2.2.1 Evaluation of Eligibility of the Applicant
- Documents would be checked for adherence with the prescribed criteria.
 - By submission of the proposal it is deemed that the applicant has accepted all terms and conditions as prescribed in this RFT.

- 2.2.2 Prior to evaluation of proposals, the Authority shall determine whether each proposal is responsive to the requirements of the RFT by opening the Envelop-1. A proposal shall be considered responsive only if
- a) It is received by the proposal within Due Date including any extension thereof;
 - b) It is accompanied by the EMD in accordance with the proposal document;
 - c) It is signed, sealed, bound and marked (tender title, name of applicant and submission address) as stipulated in this RFT document;
 - d) It is accompanied by separately sealed financial proposal;
 - e) It contains all the information (complete in all respects) as requested in the RFT;
 - f) It does not contain any condition or qualification;
- 2.2.3 The Authority reserves the right to reject any proposal which is non responsive.
- 2.2.4 The Authority shall evaluate the responsive proposals on the basis of the eligibility criteria and ranking system defined in this RFT.
- 2.2.5 Notwithstanding anything contained in this RFT, The Authority reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment.

2.3 Award of Lease and Signing of Lease Agreement

- 2.3.1 The Authority shall notify the Successful Applicant through a Letter of Intent (LoI).
- 2.3.2 Successful applicant shall execute the Lease Agreement within one week of the issue of LoI or within such further time as the Authority may agree in its sole discretion. Agreement shall be signed after receipt of **advance Lease fee** of the period mentioned in LOI by the Authority/Leaser .
- 2.3.3 Failure of the Successful Applicant to execute the contract agreement, and advance Lease fee within specified period shall constitute sufficient grounds for the annulment of the LoI issued and forfeiture of the EMD.
- 2.3.4 The lessee shall operate the Leased space as per the reservation / fixed parameter, if any, defined in the Term Sheet of this RFT.
- 2.3.5 The lessee shall bear all the payments towards stamp duty for registration of Leased space required for the execution of Lease agreement in pursuance of this Bid.
- 2.3.6 The lessee shall indemnify the Leaser from all claims that may arise from the statutory authorities in connection with the Lease Agreement.
- 2.3.7 The lessee shall operate, maintain, market, manage and transfer back the Leased space during the Agreement Period at its own cost.
- 2.3.8 Lessee shall obtain required additional furniture & fixtures, equipment, various requisite Leases etc. at its own cost.
- 2.3.9 The lessee shall procure and maintain requisite insurance for its Leased space at its own cost.
- 2.3.10 The lessee shall not store/ sell any illegal/ prohibited products/ items.
- 2.3.11 The lessee shall operate the Leased space as per applicable laws and obtain required clearances.
- 2.3.12 The lessee shall bear cost to any loss or damage caused to the property by the lessee.
- 2.3.13 In the event of failure by the lessee in adhering one or more mandatory requirements by the applicable laws, RFT & its corrigendum if any, Letter of Intent and the Lease agreement, the Lease agreement may be decided for termination after providing lessee to represent its case.

- 2.3.14 Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- 2.3.15 suspend and/ or cancel the Bidding/Selection/Allotment Process and/ or amend and/ or supplement the Bidding/Selection/Allotment Process or modify the dates or other terms and conditions relating thereto;
 - a) consult with any Applicant in order to receive clarification or further information;
 - b) retain any information and/ or evidence submitted to BSIDC by, on behalf of, and/ or in relation to any Applicant; and/ or independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.

SECTION 3: Few of the Clauses of Lease Agreement

Following are the key clauses of Lease agreement, and Authority/Leaser may appropriately add /modify terms in draft Lease agreement.

3.1 Breaches/Surrender/Termination of Lease Agreement

3.1.1 Surrender of Lease Agreement by giving advance 90 days' notice.

3.1.2 Breach of Lease Agreement/ Lessee's Events of Default: Following shall be considered as Material Breach of the Lease Agreement by Lessee resulting in Lessee's Events of Default:

- (a) If the Lessee has failed to perform or discharge any of its obligations in accordance with the provisions of Lease Agreement, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to the Leaser without any contributory factor of the Lessee.
- (b) If the Lessee fails to pay Lease Fee, utility charges, penalty or damage herein specified or any other due to be paid by the Lessee to the Leaser by the stipulated date.
- (c) If the Lessee makes any change in ownership of Lease by sale, merger or acquisition without notifying to BSIDC.
- (d) If the Lessee during pendency of the Lease Agreement becomes insolvent or is put under receivership by a competent court.
- (e) If the Lessee is in persistent non-compliant of the written instructions of officials authorized by the Leaser.
- (f) If the Lessee is in violation of any of the other clauses of Lease Agreement and after persistent written notice (unless otherwise specifically mentioned therein) from the Leaser fails to cure the Default to the satisfaction of the Leaser.
- (g) If any representation made or warranties given by the Lessee under this Agreement is found to be false or misleading.
- (h) If the Lessee engaging or knowingly has allowed any of its employees, agents, or contractors to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Agreement.
- (i) If the Lessee has created any encumbrance, charges or lien in favour of any person or agency, over the Leased Land and Project Unit Space, save and except as otherwise expressly permitted under this Agreement.
- (j) If a resolution for voluntary winding up has been passed by the shareholders of the Lessee.

- (k) If any petition for winding up of the Lessee has been admitted and liquidator or provisional liquidator has been appointed or the Lessee has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of the Leaser, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Lease under this Agreement.
- (m) If the Lessee has abandoned the Leased Land and Project Unit Space for more than 60 days without written approval from the Leaser or his/her appointed representative.
- (n) If the Lessee is found to be violating the list of banned/prohibited usage as per clause 3.4.

3.2 Force Majeure (Part of Agreement)

3.3 Indemnity and Insurance

- 3.3.1 The Lessee hereby undertakes to indemnify and hold the Leaser harmless against all costs, damages, liabilities, expenses arising out of any third party claims relating to non-completion of the fit-out; quality of the fit-out and the construction/ construction activities.
- 3.3.2 The Lessee hereby undertakes to indemnify the Leaser against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out of or in consequence of the execution and completion of works and remedying defects therein and against all claims, proceedings, damages, costs charges and expenses whatsoever in respect thereof or in relation thereto.
- 3.3.3 The Lessee hereby undertakes that the Leaser shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of Lessee or any of his/her contractors/ sub-contractors. The Lessee shall indemnify and keep indemnified the Leaser against all such damages and compensation; all claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 3.3.4 The Lessee shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under. Lessee shall indemnify the Leaser for any loss and damages suffered due to violation of its provision.
- 3.3.5 The Lessee hereby indemnifies the Leaser against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Lessee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.
- 3.3.6 The Lessee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Lessee hereby indemnifies the Leaser against any liability arising in connection with the employment of its personnel in the said premises by Leaser. Lessee hereby undertakes to carry out police verification of its employees and submit the copy of same to O&M Administration of Leaser, in accordance with the Leaser's policies regulations prevalent at that time.
- 3.3.7 The Lessee shall indemnify the Leaser from any claims that may arise from the statutory authorities against any statutory taxes, statutory dues, local levies, etc. in connection with this Lease.
- 3.3.8 The Lessee shall indemnify the Leaser from any damage charges to be incurred if the Leased Land and Project Unit Space has not been handed over to the Leaser in good condition as required under this agreement.
- 3.3.9 The Lessee shall indemnify the Leaser from any serious accident caused due to negligence of the Lessee, resulting in injury, death to commuters or the Leaser employees or loss to property of the Leaser.
- 3.3.10 The Lessee shall be liable for and shall indemnify, protect, defend and hold harmless the Leaser, officers of the Leaser, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising

out of the failure of the Lessee to discharge its obligations under this clause and to comply with the provisions of Applicable laws and Applicable Permits.

3.3.11 The Lessee shall indemnify and keep indemnified the Leaser for any losses/ penalties on this account levied by any judicial/statutory authorities/courts, in case, the Lessee misused all liabilities for mis-user charges and mis-user proceedings.

3.3.12 Insurance and Waiver of Liability: The Lessee shall bear the cost, throughout the term of the Lease, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in premises of the Leaser, including death or injury caused by the sole negligence of the Lessee or the Lessee's failure to perform its obligations under the agreement. Upon the Leaser's request, the Lessee shall submit to the Leaser, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Lessee agrees and undertakes to indemnify and hold the Leaser harmless against any and all liabilities. Losses, damages, claims, expenses suffered by the Leaser as a result of such default by the Leaser.

3.4 Prohibited activities at Bihar Spun Silk Mill, Bahadurpur, Bhagalpur, Bihar, Bihar State Industrial Development Corporation Ltd, Patna, Bihar:

All Prohibited products, activities as per law, as per agreement and notice as and when serviced.

Bid Application Forms (BAF)

Setting up of Silk City

At

**Bihar Spun Silk Mill, Bahadurpur, Bhagalpur, Bihar, Bihar State Industrial Development Corporation Ltd,
Patna 800 001, Bihar,**

(Bid Application Form - Annexures)

Name and address of the Applicant:

.....

.....

.....

.....

.....

.....

.....

Date

Place.....

Bid Application Form for Setting up of Silk City at Bihar Spun Silk Mill, Bahadurpur, Bhagalpur, Bihar, Bihar State Industrial Development Corporation Ltd, Patna, Bihar,

(On Official letterhead of the Applicant)

No:

Dated:

To,

Sub: Bid for setting up of Silk City at Bihar Spun Silk Mill, Bahadurpur, Bhagalpur, Bihar, Bihar State Industrial Development Corporation Ltd, Patna, Bihar,

Sir,

With reference to above subject, I/we, having examined the Bid Document and understood their contents, hereby submit my/our Proposal for the aforesaid Lease Rights for **Land and Project Unit space** on Lease Fee basis at Bihar Spun Silk Mill, Bahadurpur, Bhagalpur, Bihar, Bihar State Industrial Development Corporation Ltd, Patna as per terms of RFT and selection process. The Bid is unconditional and unqualified.

1. I/ We acknowledge that Authority shall be relying on the information provided in the Proposal and the documents accompanying the Bid for selection of the Lessee for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.

2. This statement is made for the express purpose of our selection as Lessee for the aforesaid subject. I/ We shall make available to Authority any additional information it may find necessary or require to supplement or authenticate the Bid.

3. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

4. I/ We declare that:

(a) I/ We have examined and have no reservations to the Bid Document, including Addendum / Corrigendum, if any, issued by Authority; and

(b) I/ We do not have any conflict of interest in accordance with provisions of the Bid document; and

(c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the bid document, in respect of any Bid or Request for Tender issued by or any agreement entered into with Leaser; and

(d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the Bid Document, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

(e) the information given by us along with the Application in response to the RFT for the above subject were true and correct as on the date of making the Proposal and are also true and correct as on the proposal due date and I/we shall continue to abide by them.

(f) We hereby declare that presently our Company/ firm is having unblemished record and is not declared ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State/ Central government/ PSU.

(g) We hereby declare that the bidder/stakeholder/promoter has been fiscal vigilant and do not have non-compliance with any corporate/ central/ state government body as per applicable law.

5. I/ We understand that you may cancel the Bidding/Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Applicants to Bid for the above subject, without incurring any liability to the Applicants, in accordance with provisions of the RFT document.

6. 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 Authority in connection with the selection of the Applicant, or in connection with the Bidding/Selection Process itself, in respect of the above mentioned subject Lease Agreement and the terms and implementation thereof.

7. In the event of my/ our being declared as the Successful Applicant, I/we agree to enter into a Lease Agreement in accordance with the draft that has been provided to me/ us prior to the Bid due date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

8. I/ We have studied all the RFT and Proposal Document carefully and also surveyed the proposed Land and Project Unit space. We understand that except to the extent as expressly set-forth in the Lease Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding/Selection Process including the award of Lease Agreement.

9. I/ We shall submit Security Deposit to the Leaser in accordance with the RFT Document.

10. I/ We agree and understand that the Proposal 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 Lease rights as mentioned in above subject are not awarded to me/us or our Proposal is not opened or rejected.

11. The financial offer has been quoted by me/us in the financial proposal after taking into consideration all the terms and conditions stated in the RFT document, Draft Lease Agreement, addenda/ corrigenda, our own estimates of costs and after a careful assessment of the Land and Project Unit space /site.

12. I/ We agree and undertake to abide by all the terms and conditions of the RFT Document.

13. I/ We shall keep this offer valid for 90 (ninety) days from the Proposal due date specified in the RFT.

14. I/We undertake that I/we am/are not barred by the Authority, or any government entities in India from participating in its tenders/projects or there is no bar subsists as on the Proposal Due Date,

15. I/ We hereby submit our Proposal, RFT document and Draft Lease Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.

In witness thereof, I/ We submit this Proposal under and in accordance with the terms of the RFT document. Yours

(Signature, name and designation of the Authorised signatory)

Name and seal of Applicant

Date: _____, Place: _____

Form – 2: Details of Applicant
(On the Letter Head of the Applicant)

1. Applicant details:
 - a) Name of Applicant _____
 - b) Address of the firm _____

 - c) Date of incorporation and/or commencement of business, registration no. _____
 - d) GST registration details _____
 - e) PAN _____
2. Details of individual(s) who shall serve as the point of contact / communication for Authority with the Applicant:
 - a) Name _____
 - b) Telephone / Mobile number _____
 - c) E-mail address (if any) _____
3. Applicant's main line of Business(s)/ Trade(s).

4. Enclosure Checklist: Following shall be enclosed with Envelop 2:

SN	Document	Enclosed (yes/no)
I	Duly filled Form 1 and Form 2	
II	Attested copy of Certificate of Incorporation/ registration & PAN Card	
III	Detailed Project Report comprising entire report are per the requirement of Technical Evaluation Requirement	
V	Original Power of Attorney by Applicant in favour of Designated Person(s) (as per Form 5)	
VI	Declaration cum Undertaking as per Form 6	
VIII	Declaration of Not blacklisting certificate in tenderer's letterhead Form 3	

Below mentioned valid documents issued in the name of bidder, can be submitted as proof of Incorporation/ Registration

- ☐ Incorporation Certificate issued by MCA
- ☐ Chartered Accountants certified Search Report as per ROC-MCA site as per after the date of issue of this tender Notice.
- ☐ Shop & Establishment Certificate/Trade Lease
- ☐ GST Certificate or Application of Registration for GST

Below mentioned valid documents issued in the name of bidder, may be submitted as proof of Turnover . (three years or from the year of incorporation, which ever is less)

☐ Complete Income Tax return (ITR 4) duly acknowledged by Income Tax authorities of all three years as applicable.

5. It is hereby declared that I/We have submitted only 1 (One) tender for this Land and Project Unit space and shall adhere to all terms and conditions as specified in the RFT document.

For and on behalf of
(Name of the Applicant) _____

Signature
(Name of the Authorized Signatory) _____

Designation: _____

Place: _____ Date: _____

Self Declaration: Not Blacklisted (in company letterhead)

To be submitted on the Letterhead of the responding firm)

Date:

To

The Chairman Managing Director,

Bihar State Industrial Development Corporation Ltd, Patna, Bihar

Subject: Submission of proposal in response to the RFP for “_____”

Ref: RFP No. :

Dear Sir,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of

“_____”, as an owner/ partner/ Director of (organization name)_____/

We hereby declare that presently our Company/ firm is having unblemished record and is not declared ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State/ Central government/ PSU.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Name of the Bidder:

Authorised Signatory:

..... Signature:

Seal:

Date:

Place:

Form - 4
Financial Bid Statement

(On the Letter Head of the Applicant, to be submitted in separate sealed envelope)

I/We hereby offer to take the **Land and Project Unit and Open Space** on Lease basis as per details indicated in the RFT, at Bihar Spun Silk Mill, Bahadurpur, Bhagalpur, Bihar,
 I/we shall pay to Leaser a Lease fee for the period of Lease of Rs. _____ (in figures) (rupee _____) (in words) plus taxes as applicable for the Leased Land and Project Unit space payable in advance before signing Lease Agreement as per terms and conditions mentioned in the RFT.

- a) I/we shall also pay the other utility charges like CAM, electricity, water etc.
- b) I/we undertake that the Leased Land and Project Unit space shall not be utilized for business / trade other than as identified in the RFT for this Land and Project Unit.
- c) I/we understand that Land and Project Unit is reserved only for setting up of Silk City.
- d) I/we confirm that I/We shall be responsible for making required safety and security arrangements for the Leased space, and acknowledge that, the Leaser shall not be liable for any security or safety related matters of the Leased space.
- e) I/we understand that the final Lease fee shall be worked out on the basis of total area of the Land and Project Unit space indicated in the RFT.
- f) I/we acknowledge and confirm that we have undertaken an independent due-diligence of all aspects of the Leased including but not limited to technical and financial viability, legal framework, and operational requirements and based on the same, we are hereby submitting our Proposal in accordance with the terms and conditions of the RFT.
- g) I/we confirm that all applicable terms and conditions as specified in the RFT and Lease Agreement shall be adhered to by my me/us during the entire Lease Period.
- h) I/we understand that allocation of Land and Project Unit space will be done on ranking of the bid.
- i) I/we undertake that we shall provide all required inputs from our side within time indicated by the Authority, to avoid cancellation of my bid.
- j) I/we hereby acknowledge that Authority reserves all rights to modify, cancel or make appropriate reservations as per Authority's discretion in the selection process.
- k) The arithmetical errors shall be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words shall prevail.
- l) I/we understand that all stamp duties for registration of built-up Land and Project Unit space required for the execution of Lease agreement in pursuance of this Bid, shall be borne by Lessee.
- m) I/we undertake that, if any loss incurs during Lease Period, to any movable/ immovable properties of the Lease Space, cost of same will be borne by Lessee. In case Lessee does not rectify damages, same shall be recovered from Security deposited by Lessee.
- n) This offer is being made by me/ us after taking into consideration all the terms and conditions stated in the bid document, and after careful assessment of the Land and Project Unit space offered, all risks and contingencies and all other conditions that may affect the financial bid.
- o) I/we agree to keep my/ our offer valid for 90 days from the due date of submission of this Bid.

Authorized signatory

Name & Seal of the Applicant

Name: _____ Designation: _____

Company Name: _____

Address: _____

Contact _____

[on non-judicial stamp paper of Rs. 1000/-]

Power of Attorney by Lead Member/ Partner in favour of Designated Person(s)

Dated _____

POWER OF ATTORNEY
TO WHOMSOEVER IT MAY CONCERN

Shri ----- (Name of the Person, domiciled at ----- (Address), acting as -----
----- (Designation and name of the Firm), and whose signature is attested below, is hereby
authorized on behalf of ----- (Name of Bidder) to sign and submit the proposal, negotiate and settle
terms and conditions, finalize, approve, sign and execute Agreements, Documents, Endorsements, Writings,
etc. as may be required by Authority/Leaser for " **Setting up of Silk City at Bihar Spun Silk Mill,
Bahadurpur, Bhagalpur, Bihar, a unit of Bihar State Industrial Development Corporation Ltd,** "and
is hereby further authorized to sign and file relevant documents in respect of the above.

(Attested signature of Shri-----)

We hereby ratify and confirm that all acts done by our attorney ----- (name of designated person)
shall be binding on us as if same had been done by us personally.

IN WITNESS WHEREOF, we have hereunto set our respective hands this ----- Day
of -----2019—in the presence of the following witnesses,

Witness 1

Witness 2

Signature _____

Signature _____

Name _____

Name _____

Address _____

Address _____

Signature:.....

[Signature of authorized signing officer]

Name:.....

[Name of authorized signing officer]

Title:.....

[Title of authorized signing officer]

** Any change in the designated person(s) should be informed to Authority/ Leaser along with a similar
Power of Attorney in favour of such person(s).*

Declaration cum Undertaking
(on letter head of Applicant)

To,
Bihar State Industrial Development Corporation Ltd.
(A Govt. of Bihar Undertaking)
4th Floor, Indira Bhawan, Ram Charitra Singh Path, Patna-800001

I/We hereby declare that, in case we are allotted the Leased space, I/we shall adhere to the 'Disaster Management Protocol',

Signature of Applicant

Date: _____

List of Abbreviations used in the Bid Document

1. Avg.: Average
2. BAF: Bid Application Form
3. BMS: Building Management System
4. CCTV: Close Circuit Tele Vision
5. CAM: Common Area Maintenance
6. CPPP: Central Public Procurement Portal
7. DD: Demand Draft
8. EMD: Earnest Money Deposit
9. GOI: Government of Bihar
10. Govt.: Government
11. GST: Goods and Services Tax
12. ITB: Instructions to Bidders
13. LF: Lease Fee
14. LOI: Letter of Intent
15. MSME: Micro, Small & Medium Enterprises
16. Min.: Minimum
17. Max.: Maximum
18. DOT: DEPARTMENT OF INDUSTRY, Government of Bihar
19. BSIDC: Bihar State Industrial Development Corporation.
20. NEFT: National Electronic Funds Transfer
21. NSIC: National Small Industries Corporation
22. NIT: Notice Inviting Tender
23. No.: Number
24. O/o: Office of
25. O&M: Operations and Maintenance
26. PAN: Permanent Account Number
27. PO: Pay Order
28. Poha: Power of Attorney
29. RFT: Request for Tender
30. Rly.: Railway
31. RTGS: Real Time Gross Settlement
32. SN: Serial Number
33. SD: Security Deposit
34. Sq. ft: Square feet
35. Sqm: Square Meter
36. TAN: Tax Account Number
37. WSC: Weaver Service Centre