

**EXPRESSION OF INTEREST (E.O.I.)**

**FOR RENDERING**

**PROJECT MANAGEMENT  
CONSULTANCY SERVICES**

**FOR**

**TRIPURA MEGA FOOD PARK PROJECT  
AT TRIPURA**

**SIKARIA MEGA FOODPARK PRIVATE LIMITED**

CF-9, Sector- I, Salt Lake City,  
Kolkata – 700064

**Ref: 01-SMFPPL/14-Mega FP`**

Dated: 19.09.2014

**Seeking/Expression of Interest (EOI) for appointment of Project Management Consultant (PMC) for Tripura Mega Food Park Project at Tripura**

The Ministry of Food Processing Industries has launched Infrastructure Development Scheme of Mega Food Park to provide state of the art infrastructure for food processing in the country and to provide a mechanism for producers, processors and retailers to work together to build the supply chain for enhanced value additions.

Mega Food Park is being set up by Sikaria Mega Food Park Private Limited, a Special Purpose Vehicle (SPV) promoted by experienced and successful professionals in the area of construction and infrastructure development, food processing, and Self Help Group of farmers. The promoters have a track record of setting up and scaling up business enterprises successfully particularly in Eastern and North East Part of India including Tripura. The Promoters are resourceful and possess vast experience in project development and implementation.

The project is supported by Ministry of Food Processing Industries (MoFPI), Government of India, New Delhi. The Ministry aims at better utilization and value addition of agricultural produce, minimizing wastage at all stages in the food processing chain by development of infrastructure for storage, transportation and processing of agro-food produce, induction of modern technology into the food processing industries, encouraging R&D in food processing for product & process development, providing policy support, promotional initiatives and facilities to promote value added exports, create the critical infrastructure to fill the gaps in the supply chain from farm to consumer.

The main objective of the project is to give an impetus for the development of food processing industries in Tripura by providing modern infrastructure and common facilities for food processing units.

Sikaria Mega Foodpark Private Limited intends to invite Expression of Interest (EOI) in the form of techno-financial bid from interested and technically qualified agencies for appointment as Project Management Consultant (PMC) for implementation of the above mentioned Mega Food Park Project. One agency will be selected / appointed by us as Project Management Consultant (PMC) on the basis of the EOIs received by us.

Brief background of the scheme, Role of PMC and the detailed procedure for submission of EOI has been given at **Annexure-I**. The prescribed format for submission of EOI is at **Annexure- II**. Draft Memorandum of Agreement (MOA) is at **Annexure-III**, which is to be executed by the successful bidder after selection.

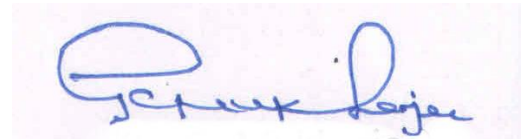
The EOI must be accompanied with a refundable Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees Ten Thousand only) in the form of Demand Drafts drawn in favour of **“SIKARIA MEGA FOODPARK PRIVATE LIMITED”**, on any Scheduled/Nationalized Bank, payable at Kolkata.

After selection of the suitable applicant for appointment as PMC, the amount of EMD shall be refunded to the unsuccessful bidders. The EMD of the successful bidder shall be retained by us as a performance security till the completion of the assignment. The amount of EMD retained as performance security shall be forfeited in the event of non-completion of the assignment or pulling out from the assignment.

The selection would be done on the basis of Combined Quality Cum Cost Based System (CQCCBS). The details of the schemes, the eligibility/evaluation criteria may be seen at the Sikaria Mega Foodpark Private Limited’s website [www.tripuramegafoodpark.com](http://www.tripuramegafoodpark.com) captioned as **“Seeking Proposals/ Expression of Interest (EOI) for Appointment of PMC for Mega Food Park Project”**.

**The proposals/EOIs may be addressed to** Shri G. C. Mukherjee, Chief Executive Officer, Sikaria Mega Foodpark Private Limited, CF-9, Sector- I, Salt Lake City, Kolkata – 700064. The complete proposals/ EOIs should reach on or before 30/09/2014 at 5.00 PM (IST).

For any further details, undersigned may be contacted.



(G. C. Mukherjee)  
Chief Executive Officer  
Phone: (033) 40669256  
Email:-mukherjeegc@tripuramegafoodpark.com

**Notice for Inviting Expression of Interest for appointment of Project Management Consultant to assist Sikaria Mega Foodpark Private Limited in implementation of Mega Food Park Project.**

**1. Background**

- 1.1 Ministry of Food Processing Industries (MoFPI) is implementing a scheme for setting up of Mega Food Parks in the country with the objective of providing adequate infrastructure for food processing industry along the value chain from the farm to the market, that will enable fresh investments into the food processing sector, increased realization for farmers and employment generation.
- 1.2 Each of the Mega Food Parks will have a Central Processing Centre (CPC) where food processing units would be established supported by common infrastructure and farm level facilities in tire form of collection centers and primary processing centers and other need based infrastructure. The Mega Food Parks are proposed to be set up in high potential zones where requisite volumes of raw material (fruits and vegetables etc.) are available.
- 1.3 A project specific Special Purpose Vehicle (SPV), a registered company, promoted by a group of stakeholders including Financial Institutions/Banks, retailers, processors, producers and others, will be responsible for establishment, ownership, operation and maintenance of each of the Mega Food Parks. Such SPV will be eligible to receive one time capital grant support from the government, to the extent of 50% of the project cost, excluding the land component, in general areas and 75% in difficult areas with a maximum of Rs. 50.00 crores per project.

**2. Terms of Reference (TOR)/ Scope of Work:**

**A. SCOPE OF WORK FOR PROJECT MANAGEMENT CONSULTANCY SERVICES**

The Project is in need of the following expert services/assistance, inter-alia, in order to ensure its speedy and efficient execution:

- (a) Detailed engineering and design including preparation of detailed cost estimates for various project components/facilities, and preparing detailed bill of quantities for PPC & CPC facilities as indicated below.

**1. Central Processing Centre (CPC):-**

- I. Dry ware house for raw materials.
- II. Pulping Line
- III. Packing Unit.
- IV. Ripening Chambers

- V. Hi-tech Cold Storage
  - VI. Fork Lift
  - VII. Quality Control / R & D Centre
- 2. Primary Processing Centre (PPC) at 5 locations**
- I. Ware House
  - II. Grading & shorting Facility
  - III. Mobile Collection Vans
- 3. Basic Enabling Infrastructure facility**
- I. Land development and compound wall
  - II. Internal roads
  - III. Drainage and Sewer
  - IV. Electrical distribution and Sub Station
  - V. Fire fighting system
  - VI. Street Lighting including High Masts
  - VII. Weigh-bridge
  - VIII. Water supply , U.G Water Tank, O.H Water Tank
  - IX. 3 MW power plant, as standby power supply
  - X. ETP & STP, solid waste handling
- 4. Noncore facilities**
- I. Gate and Gate Cabin
  - II. Staff Quarters / Auditorium/Guest House/Library
  - III. Bank/ Post Office/ Insurance office/ Police Station
  - IV. Fire Station & garage for Fire Brigade
  - V. Canteen
- 5. SDF sheds for MSME Units**  
 Plug & Play Sheds for MSME Units.

**The approved detailed project report (DPR) of Tripura Mega Food Park Project indicating the project cost component has been indicated in chapter 7 of DPR. The project is being and will be implemented as per the approved DPR only and/or any approved deviation.**

**(B) Role of PMC**

In order to achieve the above-mentioned purpose, PMC would assist SPV in development and implementation of the Project and shall provide the following services (the "Services") :-

- (i) **Preparation of Detailed Project Report (DPR):** The preparation of Detailed Project Report has been undertaken by Magus Consulting Private Limited, 501, Neelyog Square, 5<sup>th</sup> Floor, Next to Railway Station, Ghatkopar (E), Mumbai – 400077, subsequently duly vetted & approved by Ministry of Food Processing Industries, Government of India. Any further modification/preparation of DPR, if required, shall be undertaken by new PMC.

- (ii) **Representation of SPV before Ministry:** PMC shall represent SPV before the Ministry of Food Processing Industries, Government of India and various ministries/departments of State Government as well as Union Government of India and assist SPV in making presentations/clarifications etc. as and when required for getting the final approval and the successful implementation of the Project under MFPS.
- (iii) **Project Planning, Engineering and Procurement**
- (a) PMC shall provide technical services to SPV for carrying out surveys/studies and getting statutory clearances from concerned government agencies required before start of project construction as follows:
- (1) Assistance in preparation of application to State Pollution Control Board for ‘Consent to Establish’ for submission by the SPV.
  - (2) ToR for consultant to be appointed for Environmental Clearance (If applicable)/Other ToRs for technical surveys/studies required for the Project.
  - (3) Assistance in preparation of application to SEB for power supply and distribution for submission by the SPV.
  - (4) Preparation of final version of Master Plan and assist SPV in getting requisite approval from local Town and Country Planning Authority.
  - (5) Preparation of Project Implementation Schedule in line with approval a for the Project given by MOFPI.
- (b) PMC would carry out detailed engineering of the Project including designing, detailed drawings, preparation of detailed cost estimates of the various infrastructure and other facilities, estimation of item wise quantities (BOQ), preparation of bid documents, bid process management, assisting SPV in selection and appointment of consultants/contractors/equipment suppliers, preparation and execution of construction/ supply contracts to facilitate commencement of Project construction as per the Project implementation Schedule, The detailed engineering design and preparation of tender would include following tasks :
- (1) Understanding requirements of the SPV, preparation of plans.
  - (2) Discussion with SPV on specifications of Core-processing facilities, basic infrastructure, factory sheds and other items,
  - (3) Based on the plans and specifications approved by the SPV, engineers’ cost estimates would be prepared, based on prevailing Schedule of Rates (SoR) for the districts.

- (4) After approval of costing by SPV, Tender document would be prepared by PMC and the terms and conditions of the tender would be decided in consultation with the SPV.
- (5) Accordingly, tender would be floated, bids would be received and opened as per the transparent procedure laid down by the SPV, PMC shall provide assistance to the SPV in negotiation and finalisation of the tender.
- (6) Preparation of cost estimates and tender largely depends upon the flow of information from SPV. Therefore, SPV shall be responsible for providing details of their requirements to PMC which would be critical to ensure early completion of design, engineering and tendering process
- (7) To ensure efficiency of operations, following tender packages may be considered for-

**i. Central Processing Centre:**

- (a) **Package A:** Site development and allied works including Compound wall, site grading, common infrastructure along with road, Electrical transmission & distribution, STP/ETP (all complete).
- (b) **Package B:** All works of Core Processing facilities + Non Core Infrastructure + Factory building for MSEs including all electro-mechanical works (all complete).
- (c) **Package C:** All Electro-mechanical works (all complete) on turnkey basis.
- (d) **Package D:** All Civil, Mechanical, Electrical etc. (all complete) works for Power Plant on turnkey basis.

**(ii) Primary Processing Centers/Collection Centers (Centre-wise)**

- (a) **Package B:** Site development and allied works including Compound Wall, site grading, common infrastructure (all complete).
- (b) **Package B:** All works of Core Processing Facilities including all electro-mechanical works (all complete).

**(iii) Project Management & Supervision**

- (a) **Project Management and Supervision during Project Construction:** After appointment of the contractors/suppliers, PMC shall intensively supervise the work output of the contractors/suppliers/consultants with the objective of ensuring compliance of quality, completeness and compatibility of the work output with the construction/supply contracts.
- (b) **Release of Grant Funds:** PMC shall prepare all necessary documentation for submission to MoFPI in order to facilitate release of funds sanctioned under the

MFPS.

(c) **Liaison for External Infrastructure:** PMC shall assist the SPV in its meetings/interactions with Government agencies for the purpose of developing the Mega Food Park, like water supply, external infrastructure for approach roads and other related utilities and amenities.

(d) **Other assistance to the SPV:** PMC shall along with the SPV attend all the meetings convened by MoFPI, State Government and other relevant authorities during the project implementation process and address all the enquiries by them and provide clarifications as sought.

### 3. Eligibility Criteria

The agencies intending to bid for appointment as PMC shall fulfill the following pre-qualification criteria:

- a) Should be empanelled PMCs by MoFPI for implementing Mega Food Parks.
- b) Should not be blacklisted or debarred by any government Ministries/Department.

### 4. Preference

The agencies having presence in NCR and Kolkata shall be given preference.

### 5. Bidding procedure

The agency qualifying the above criterion shall submit the bids in two separate Envelopes. One Envelope would contain the Technical Bid i.e. documents in support of the eligibility conditions as mentioned above. The other Envelope would contain the Financial Bid.

The Format for submission of Technical and Financial Bids has been given in **Annexure-II**.

### 6. EMD & Submission of Bids

The applicants shall submit their EOI in prescribed Format alongwith a Demand Draft of Rs.10,000/- (Rupees Ten Thousand only) in favour of “**SIKARIA MEGA FOODPARK PRIVATE LIMITED**” on any Scheduled/Nationalized Bank, payable at Kolkata as Earnest Money Deposit (EMD) alongwith Technical Bid. Technical and Financial bids shall be submitted in two separate sealed envelopes: one clearly marked “**Expression of Interest for Project Management Consultant (PMC) for Mega Food Park Projects-Technical Proposal**” and the other clearly marked “**Expression of Interest for Project Management Consultant (PMC) for Mega Food Park Projects-Financial Proposal**” The two envelopes should be enclosed in a large cover superscribed as “**EOI for Project Management Consultant (PMC) for Mega Food Park projects**”.



The **fee quoted in financial bid** should be percentage of grant amount inclusive of all expenses like travel, accommodation, out-of-pocket expenses, service tax or any other statutory levies etc.

Every sheet and all forms complete in all respect shall be signed by the person/persons duly authorized to sign on behalf of the applicants. Any /all corrections made in the offer shall be duly authenticated by the signature of the authorized signatory.

#### 7. **Evaluation of Bids**

Based on an evaluation of the Technical Bid, the shortlisted bidders will be called for technical presentation, if required.

The agencies qualifying the eligibility criteria as per Clause No. 3 shall be qualified for evaluation of financial bid.

#### 8. **Terms of Payment**

Professional Fee shall be paid as per following Schedule of Payment:

<b>Activity</b>	<b>Payment milestone</b>	<b>Amount (in Percentage)</b>
Activity mentioned in 'Role of PMC' para (4) clause (ii) of the Agreement attached as per Annexure-III.	Completion of activity mentioned in 'Role of PMC' para (4) clause (ii) of the Agreement attached as per Annexure-III.	5% of total fees
Activity mentioned in 'Role of PMC' Para (4) clause (iii) of the Agreement attached as per Annexure-III.	Completion of activity mentioned in 'Role of PMC' para (4) clause (iii) of the Agreement attached as per Annexure-III.	10% of total fees
Activity mentioned in 'Role of PMC' Para (4) clause (iv) of the Agreement attached as per Annexure-III.	Release of Fund	
1 <sup>st</sup> Installment	Within 7 days of release of 1 <sup>st</sup> trench of 1 <sup>st</sup> installment of Grant by Ministry.	10% of total fees
1 <sup>st</sup> Installment	Within 7 days of release of second trench of 1 <sup>st</sup> installment of Grant by Ministry.	20% of total fees
2 <sup>nd</sup> Installment	Within 7 days of release of Second installment of Grant by Ministry	25% of total fees

3 <sup>rd</sup> Installment	Within 7 days of release of Third installment of Grant by Ministry	20% of total fees
4 <sup>th</sup> Installment	Within 7 days of release of Final installment of Grant by Ministry	10% of Total Fees
Total Fees		100% of Total Fees

- (a) Fees as above is inclusive of fee for professional services, travel, accommodation, service tax or any other statutory levies and all out of pocket expenses of personnel of PMC.
- (b) Ministry already released 1<sup>st</sup> Installment and partly 2<sup>nd</sup> Installment of the grant to the SPV. SPV propose to complete the project by September, 2015 subject to timely release of grant by PMC from Ministry of Food Processing Industries, Government of India.

**9. Mobilization Advance** – may be made subject to maximum 10% of PMC fees against submission of Bank Guarantee of equivalent amount from any scheduled / nationalized Bank to SPV. Progressive recoveries will be made from the R.A. Bills of the Project Management Consultant (PMC).

**10. Penalty Clause**

For non-performance/delayed performance, any or all of the following penalties may be imposed on the selected organization:

- i) Forfeiture of Security
- ii) EMD will be forfeited in case of any mid-way unilateral withdrawal from the bidding process.
- iii) Forfeiture of security Deposit / Bank Guarantee/ Performance Guarantee in case of any midway unilateral withdrawal from the assignment

**11. Performance Guarantee**

After selection of the suitable applicant for appointment as PMC, the amount of EMD shall be refunded to the unsuccessful bidders. The EMD of the successful bidder shall be retained by the SPV as a performance security which should be valid for a period of 60 days beyond the completion of all contractual obligations.

**12. Disclaimer**

The SPV shall not be responsible for any late receipt for any reasons whatsoever. The applications received late will not be considered and will be returned unopened to the applicant.

**13. The SPV reserves the right**

- (a) To reject any/all application without assigning any reasons thereof.
- (b) To relax or waive any of the conditions stipulated in this document as deemed

necessary in the best interest of the SPV and the objective of the project without assigning any reasons thereof.

- (c) To include any other items in the Scope of Work at any time or otherwise during the course of implementation of the project.

**14. Rejection of EOI**

The application will be summarily rejected if

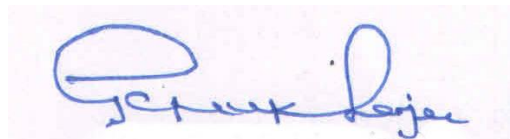
- a) It is not received in proper sealed cover with superscription as indicated above.
- b) It is not in prescribed form and not containing ad required details/ information/ documents.
- c) It is not properly signed.
- d) It is received after the due date and time.
- e) Offer is received by telex, fax, telegram or e-mail.
- f) Bid received without EMD.

**15. Last date for submission of bids:-**

The application/EOI complete in all respect should reach to the office of Sikaria Mega Foodpark Private Limited, CF-9, Sector- I, Salt Lake City, Kolkata – 700064 on or before 30/09/2014, at 05:00 PM (IST).

**16. Clarifications:**

Clarifications, if any may be sought from Shri G. C. Mukherjee, Chief Executive Officer, Sikaria Mega Foodpark Private Limited, CF-9, Sector- I, Salt Lake City, Kolkata – 700064.



(G. C. Mukherjee)

Chief Executive Officer

Phone: (033) 40669256

Email:- mukherjeegc@tripuramegafoodpark.com

## TECHNICAL BID

**Annexure- II**

### Format for Submission of EOI

**1. Information of Bidder:**

1.	Name of the Applicant Agency	
2.	Address	
3.	Name of the contact person to whom all references shall be made regarding this EOI	
4.	Designation of the person to whom all references shall be made regarding this EOI	
5.	Address of the person to whom all references shall be made regarding this EOI	
6.	Telephone (with STD code)	
7.	Mobile No. of the contact person	
8.	E-mail id of the contact person	
9.	Fax No. (with STD code)	

**2. Documents to be submitted with EOI**

**(a) Technical Bid:**

- EMD
- Expression of Interest- as per prescribed format.
- Document in support of presence of the Applicant Agency in NCR, Kolkata, Tripura etc.
- Details of Educational Qualifications and Experience details of team which is proposed to handle the project.
- The background of the organization with details of similar projects carried out at National Level during last five years. List of similar State specific projects undertaken during last 3 years.
- Details of Technical/ Managerial capability covering the areas of Agriculture/ Horticulture, Infrastructure Development, Policy, Project Development etc. Methodology of work proposed.

**b) Financial Quote:**

The fee quoted in financial bid should be inclusive of all expenses like travel, accommodation out of pocket expenses, service tax or any other statutory levies.

- 3. Any Cutting/Overwriting in the EOI document must be authenticated by the authorized signatory of the Applicant Agency.**

(Name of the Applicant)

**Date:**

Signature

**Place:**

Seal:

## FINANCIAL BID

**Annexure - II**

### **1. FINANCIAL QUOTE FOR PROJECT:**

In consideration of the services agreed to be rendered by PMC under draft Agreement (Annexure- III), the SPV Company will pay:-

	Financial Quote inclusive of taxes (percentage of the total eligible grant/actual grant amount received by SPV till completion (whichever is lower) from MoFPI as the PMC Fees which is inclusive of reimbursements on account of travelling, conveyance expenses etc. incurred by the PMC performing for the mentioned scope of work).
In Figure	
In words	

**NB:**

- i. No conditional quote will be accepted,
- ii. In case of discrepancy in figures & words, rate quoted in words will be accepted.

(Name of the Applicant)

**Date:**

Signature

**Place:**

Seal:

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**SPECIAL PURPOSE VEHICLE**

**AND**

**PROJECT MANAGEMENT CONSULTANT**

**DRAFT MEMORANDUM OF AGREEMENT**

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement has been entered into at Kolkata on this .....day of ....., 2014.

**BETWEEN**

**Sikaria Mega Foodpark Private Limited**, a company incorporated in India under the companies Act, 1956 and having its registered office at CF – 9, Sector I, Salt Lake City, Kolkata – 700064 (hereinafter referred to as “**SPV**”, which expression shall unless repugnant to the context thereof, include its successors, assigns) of the **FIRST PART**

**AND**

**M/s. \_\_\_\_\_**. a company incorporated in India under the Companies Act, 1956 and having its registered Office at \_\_\_\_\_(hereinafter referred to as "**PMC**", which expression shall include its successors, assignees and subsidiaries under its management) of the **SECOND PART**:

**SPV** and **PMC** are hereinafter individually referred to as "**The Party**" and collectively "**the Parties**"

**WHEREAS**

(A) **SPV** purposes to establish a Mega Food Park which would Include Core Processing Facilities, Factory Buildings for Micro and Small Enterprises (MSEs), Enabling Basic infrastructure and Non-core Infrastructure as per the Guidelines of Mega Food Parks Scheme (MFPS) and in line with ‘In-Principle’ approval letter dated 29.04.2011 given by Ministry of Food Processing Industries (MOFPI), Government of India (hereinafter referred to as the "Mega Food Park" or the "Project")

(B) **SPV** has acquired and taken possession of 50 acres of land at Tripura for the Central Processing Centre of the Mega Food Park. Further, **SPV** shall take possession of land at various locations for setting up Primary Processing Centers (PPCs)/Collection Centers (CCs) of the Mega Food Park. The locations for PPCs are as follows:

- i) Sonamura
- ii) Hrisyamukh
- iii) Chandipur
- iv) Manu
- v) Budhjungnagar



(C) The Project is in need of the following expert services/assistance, inter-alia, in order to ensure its speedy and efficient execution:

- (a) Detailed engineering and design including preparation of detailed cost estimates for various project components/facilities,
- (b) Preparation of bid documents, selection and appointment of contractors/equipment suppliers, in a transparent manner, for project construction and supply of plant and machinery,
- (c) Monitoring and overseeing the work output of the contractors/equipment suppliers in compliance of the terms and conditions of the contracts/appointments with the objective of ensuring quality, completeness and compatibility of the work carried out in relation to the Project,
- (d) Prepare all necessary documentation for submission to **MOFPI** in order to facilitate release of funds sanctioned under **MFPS**.
- (e) Ensuring efficient utilisation of these funds to create good quality infrastructure assets without cost and time overruns.

(D) The Parties hereto have agreed to record their understanding, agreed terms and conditions as and by way of this Memorandum of Agreement (hereinafter referred to as "**Agreement**") for the same.

**NOW THEREFORE IT IS HEREBY AGREED BETWEEN THE PARTIES TO ENTER INTO AN AGREEMENT (MOA), HERETO AS UNDER:**

(1) The Recitals shall be construed as part of this Agreement.

(2) **Vision**

SPV and PMC share a common vision of setting up a Mega Food Park with supporting infrastructure, which would help the SPV in benefiting from higher standard of infrastructure facilities and meeting compliance norms.

(3) **Purpose**

The objective of this arrangement is to synergize professional competency of PMC with entrepreneurial skills of SPV in development of a Mega Food Park in keeping with the guidelines of MFPS and in line with proposal approved by MOFPI.

(4) **Role of PMC**

In order to achieve the above-mentioned purpose, PMC would assist SPV in development and implementation of the Project and shall provide the following services (the "**Services**") :-

- (i) **Preparation of Detailed Project Report (DPR):** The preparation of Detailed Project Report has been undertaken by Magus Consulting Private Limited, 501, Neelyog Square, 5<sup>th</sup> Floor, Next to Railway Station, Ghatkopar (E), Mumbai – 400077, subsequently duly vetted & approved by Ministry of Food Processing Industries, Government of India. Any further modification/preparation of DPR, if required, shall be undertaken by PMC.
- (ii) **Representation of SPV before Ministry:** PMC shall represent SPV before the Ministry of Food Processing Industries, Government of India and various ministries/departments of State Government as well as Union Government of India and assist SPV in making presentations/clarifications etc. as and when required for getting the final approval and the successful implementation of the Project under MFPS.
- (iii) **Project Planning, Engineering and Procurement**
- (a) PMC shall provide technical services to SPV for carrying out surveys/studies and getting statutory clearances from concerned government agencies required before start of project construction as follows:
- (1) Assistance in preparation of application to State Pollution Control Board for ‘Consent to Establish’ for submission by the SPV.
  - (2) ToR for consultant to be appointed for Environmental Clearance (If applicable)/Other ToRs for technical surveys/studies required for the Project.
  - (3) Assistance in preparation of application to SEB for power supply and distribution for submission by the SPV.
  - (4) Preparation of final version of Master Plan and assist SPV in getting requisite approval from local Town and Country Planning Authority.
  - (5) Preparation of Project Implementation Schedule in line with approval a for the Project given by MOFPI.
- (b) PMC would carry out detailed engineering of the Project including designing, detailed drawings, preparation of detailed cost estimates of the various infrastructure and other facilities, estimation of item wise quantities (BOQ), preparation of bid documents, bid process management, assisting SPV in selection and appointment of consultants/contractors/equipment suppliers, preparation and execution of construction/ supply contracts to facilitate commencement of Project construction as per the Project implementation Schedule, The detailed engineering design and preparation of tender would include following tasks :

- (1) Understanding requirements of the SPV, preparation of plans.
- (2) Discussion with SPV on specifications of Core-processing facilities, basic infrastructure, factory sheds and other items,
- (3) Based on the plans and specifications approved by the SPV, engineers' cost estimates would be prepared, based on prevailing Schedule of Rates (SoR) for the districts.
- (4) After approval of costing by SPV, Tender document would be prepared by PMC and the terms and conditions of the tender would be decided in consultation with the SPV.
- (5) Accordingly, tender would be floated, bids would be received and opened as per the transparent procedure laid down by the SPV, PMC shall provide assistance to the SPV in negotiation and finalisation of the tender.
- (6) Preparation of cost estimates and tender largely depends upon the flow of information from SPV. Therefore, SPV shall be responsible for providing details of their requirements to PMC which would be critical to ensure early completion of design, engineering and tendering process.
- (7) To ensure efficiency of operations, following tender packages may be considered for-

**i. Central Processing Centre:**

- (a) **Package A:** Site development and allied works including Compound wall, site grading, common infrastructure along with road, Electrical transmission & distribution, STP/ETP (all complete).
- (b) **Package B:** All works of Core Processing facilities + Non Core Infrastructure + Factory building for MSEs including all electro-mechanical works (all complete).
- (c) **Package C:** All Electro-mechanical works (all complete) on turnkey basis.
- (d) **Package D:** All Civil, Mechanical, Electrical etc. (all complete) works for Power Plant on turnkey basis.

**(ii) Primary Processing Centers/Collection Centers (Centre-wise)**

**(a) Package B:** Site development and allied works including Compound Wall, site grading, common infrastructure (all complete).

**(b) Package B:** All works of Core Processing Facilities including all electro-mechanical works (all complete)

**(iv) Project Management & Supervision**

**(a) Project Management and Supervision during Project Construction:** After appointment of the contractors/suppliers, PMC shall intensively supervise the work output of the contractors/suppliers/consultants with the objective of ensuring compliance of quality, completeness and compatibility of the work output with the construction/supply contracts.

**(b) Release of Grant Funds:** PMC shall prepare all necessary documentation for submission to MoFPI in order to facilitate release of funds sanctioned under the MFPS.

**(c) Liaison for External Infrastructure:** PMC shall assist the SPV in its meetings/interactions with Government agencies for the purpose of developing the Mega Food Park, like water supply, external infrastructure for approach roads and other related utilities and amenities.

**(d) Other assistance to the SPV:** PMC shall along with the SPV attend all the meetings convened by MoFPI, State Government and other relevant authorities during the project implementation process and address all the enquiries by them and provide clarifications as sought.

**(5) Role of SPV**

**(i) Capitalization of Project SPV:** SPV shall arrange to capitalize itself through infusion of requisite equity from its shareholders.

**(ii) Land for Project:** Project SPV shall procure all lands for the project from the State Government or competent authorities or private parties, as the case may be.

**(iii) Techno-Commercial and Financial Data:** SPV shall provide all necessary techno-commercial & financial information that is relevant to the development and commissioning of the Project.

**(iv) Release of Work Orders etc:** SPV shall in consultation with PMC finalize and

approve its requirements related to the Project, release work orders for topographical, geo-technical, hydro-geological surveys and construction works and take requisite steps as may be required for implementation of the Project.

(v) **Statutory Approvals:** SPV shall obtain key statutory approvals/clearances including environmental clearances, which are prerequisite to commencement of the Project. PMC will assist SPV in obtaining the same.

(vi) All decisions regarding all matters related to development of the Mega Food Park would be finalized on approval by the Board of the SPV or any such person authorized by the Board of the SPV and decision of SPV will be final.

**(6) Deployment of Sufficient Resources by PMC**

In view of the key role of the PMC in ensuring implementation of the Project and range and scale of services required for this purpose, PMC would deploy adequate personnel for the Project which would be responsible for meeting the timelines given in the Project Implementation Schedule, revised from time to time by SPV. PMC has thus, in discussion with SPV decided the number of person days/months required for various services, as mentioned at Para (4), for completion of the Project and agreed to deploy personnel/experts as per the Personnel Schedule, given as Annexure of this Agreement.

**(7) PMC Fees & Other Charges**

In consideration of the services agreed to be rendered by PMC under this Agreement, the SPV company will pay ....% (.....Percent) of the total eligible grant/actual grant amount received by SPV till completion (whichever is lower) from MoFPI as the PMC Fees which is inclusive of reimbursements on account of travelling, conveyance expenses etc. incurred by the PMC for performing above mentioned scope of work as detailed in Para 4 of the agreement. The SPV Company shall pay professional fees to PMC as per the following schedule :-

**Professional Fees**

1. The fees of the PMC will be released as per the following schedule:

<b>Activity</b>	<b>Payment milestone</b>	<b>Amount (in Percentage)</b>
Activity mentioned in 'Role of PMC' para (4) clause (ii) as per Annexure-III of the Agreement attached.	Completion of activity mentioned in 'Role of PMC' para (4) clause (ii) as per Annexure-III of the Agreement attached.	5% of total fees
Activity mentioned in 'Role of PMC' Para (4) clause (iii) as per Annexure-III of the Agreement attached.	Completion of activity mentioned in 'Role of PMC' para (4) clause (iii) as per Annexure-III of the Agreement attached.	10% of total fees

Activity mentioned in 'Role of PMC' Para (4) clause (iv) as per Annexure-III of the Agreement attached.	Release of Fund	
1 <sup>st</sup> Installment	Within 7 days of release of 1 <sup>st</sup> trench of 1 <sup>st</sup> installment of Grant by Ministry.	10% of total fees
1 <sup>st</sup> Installment	Within 7 days of release of second trench of 1 <sup>st</sup> installment of Grant by Ministry.	20% of total fees
2 <sup>nd</sup> Installment	Within 7 days of release of Second installment of Grant by Ministry	25% of total fees
3 <sup>rd</sup> Installment	Within 7 days of release of Third installment of Grant by Ministry	20% of total fees
4 <sup>th</sup> Installment	Within 7 days of release of Final installment of Grant by Ministry	10% of Total Fees
Total Fees		100% of Total Fees

2. Fees as above is inclusive of fee for professional services, travel, accommodation, service tax or any other statutory levies and all out of pocket expenses of personnel of PMC.
3. Ministry already released 1<sup>st</sup> Installment of the grant to the SPV and partly 2<sup>nd</sup> Installment. Hence, PMC fees will be adjusted accordingly. SPV propose to complete the project by September, 2015 subject to timely release of grant by PMC from Ministry of Food Processing Industries, Government of India.
4. The out of pocket expenses including hotel stay, travel etc. related to the assignment may be reimbursed by SPV on special circumstances. PMC shall take prior approval before incurring such expenses.
5. All taxes are inclusive in PMC fees stated herein above. Service Tax as applicable from time to time may be payable separately to PMC on special circumstances, as per the discretion of SPV. TDS will be deducted as per statutory rules.
6. Fees will be proportionately adjusted in case of any reduction of task deliverables and/or government grant.

**(8) Commencement & Indicative Time Frame for Completion**

PMC shall commence its work for the Project immediately on signing of the Agreement and shall endeavor to complete the assigned tasks within the time lines as mutually agreed from time to time. If there is a failure or breach or delay in completion of the assigned tasks by PMC on account of any reasons or failure or defaults attributable to

SPV and the statutory agencies, if any, the timelines for completion of those assigned tasks shall be extended till compliance of the requirements by SPV and others, and the same shall not be considered as breach or failure by PMC.

**(9) Validity**

This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period SPV, as the case may be, and PMC will take effective steps for implementation of this Agreement. Any act on the part of SPV and PMC, after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this Agreement. The Agreement would be valid for 12 months from the date of signing of this Agreement unless mutually extended by both the parties.

**(10) Modification**

Modification of the terms and conditions of this MOA, including any modification of the scope of the Services or of the fees, may only be made by written agreement between the Parties.

**(11) Force Majeure**

**(i) Definition**

For the purposes of this MOA, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the MOA impossible or so impractical as to be considered impossible under the circumstances.

**(ii) No Breach of MOA**

The failure of a Party to fulfill any of its obligations under the MOA shall not be considered to be a breach of, or default under this MOA insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (i) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this MOA, and (ii) has informed the other Party as soon as possible about the occurrence of such an event.

**(iii) Extension of Time**

Any period within which a Party shall, pursuant to this MOA, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

**(12) Suspension/Termination**

**(i) Suspension of Payments by SPV**

SPV may by written notice of suspension to PMC, suspend all payments to PMC hereunder (except in relation to those Services, which have been performed) if PMC fails to perform any of their obligations under the MOA, including carrying out the Services, provided that such notice of the Suspension (i) Shall specify the nature of the failure and (ii) shall request PMC to remedy such failure within a period not exceeding thirty (30) days or such other extended time as may be mutually agreed upon, after the receipt by PMC of such notice of suspension.

**(ii) Termination by SPV**

SPV may terminate this MOA, by not less than thirty (30) days' written notice of termination to PMC, to be given after the occurrence of any of the events specified below:

- (a)** if PMC does not remedy a failure in the performance of their obligations under the MOA, within thirty (30) days of receipt after being notified or within such further period as SPV may have subsequently approved in writing;
- (b)** if PMC becomes insolvent or bankrupt;
- (c)** if, as the result of Force Majeure, PMC is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

**(iii) Termination by PMC**

- (a)** PMC may terminate this MOA, by not less than thirty (30) days' written notice to SPV, provided such notice is given after the occurrence of any of the events specified below :
  - (i)** if SPV fails to pay any monies due to PMC pursuant to this MOA and not subject to dispute pursuant to Clause 12 hereof within forty-five (45) days after receiving written notice from PMC that such payment is overdue; or
  - (ii)** if, as the result of Force Majeure, PMC is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
  - (iii)** if SPV fails to comply with its obligations within the mutually agreed time lines.



**(iv) Payment upon Termination**

Upon termination of this MOA pursuant to Clause 12 (ii) or (iii), SPV shall make the following payments to PMC:

- (a) Professional Fees pursuant to Clause (7) for Services satisfactorily performed prior to the effective date of termination; and
- (b) In case of termination pursuant to Clause 12 (ii) (c) of this MOA on account of Force Majeure period for not less than 60 days, reasonable costs incidental to the prompt and orderly termination of the MOA shall be reimbursed in addition to the Professional Fees under Clause 12 (iii) (a) above;

**(13) Arbitration**

It is hereby agreed between the Parties that the Project shall be executed in the manner and form outlined in this Agreement. If any dispute or difference of any kind whatsoever arises between the Parties in connection with or arising out of or relating to or under this Agreement, the Parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be referred to a panel of arbitrators. The panel of arbitrators shall consist of three persons. Each Party hereto shall appoint one arbitrator and the two arbitrators so appointed shall together appoint the third arbitrator, who shall function as the presiding arbitrator. The seat of arbitration shall be Kolkata and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996, shall govern arbitral proceedings.

The existence of any dispute or difference or the initiation or continuance of the arbitral proceedings shall not postpone or delay the performance by the Parties of their respective obligations under or pursuant to this Agreement. Further, this Agreement shall remain subsisting and operative during the arbitral proceedings and no payment due and payable to either Party shall be withheld except the payment in dispute, if any. The courts of Kolkata alone shall have jurisdiction with respect to arbitration or any other dispute.

**IN WITNESS WHEREOF** the Parties hereto have put their hand this day and date first above mentioned

<p><b>For and on behalf of Sikaria Mega Foodpark Private Limited (SPV)</b></p> <p>_____</p> <p>Name: <b>Gour Chandra Mukherjee</b></p> <p>Designation : <b>Chief Executive Officer</b></p>	<p><b>For and on behalf of _____(PMC)</b></p> <p>_____</p> <p>Name:</p> <p>Designation:</p>
<p>Witnesses</p> <p>1.</p> <p>2.</p>	<p>1.</p> <p>2.</p>

**Annexure to Deployment of sufficient resources by PMC**

S. No	No. of personnel	Designation/ qualification	Nature of Work

\*The above resources will be deployed as per the requirements and timely completion of the project as per the project implementation schedule.