

**Request for Qualification  
(RFQ)**



**Development of Food  
Parks in Madhya Pradesh**

**Madhya Pradesh State Agro Industries Development  
Corporation Limited**

**A Government of Madhya Pradesh Undertaking**

**MARCH 2010**

## GLOSSARY

<b>Applicant(s)</b>	As defined in Clause 1.2.1
<b>Application</b>	As defined in the Disclaimer
<b>Application Due Date</b>	As defined in Clause 1.1.5
<b>Associate</b>	As defined in Clause 2.2.8
<b>Bids</b>	As defined in Clause 1.2.3
<b>Bid Due Date</b>	As defined in Clause 1.2.3
<b>Bid Security</b>	As defined in Clause 1.2.4
<b>Bidders</b>	As defined in Clause 1.1.1
<b>Bidding Documents</b>	As defined in Clause 1.2.3
<b>Bidding Process</b>	As defined in Clause 1.2.1
<b>Bid Stage</b>	As defined in Clause 1.2.1
<b>Corporation</b>	As defined in Clause 1.1.1
<b>Conflict of Interest</b>	As defined in Clause 2.2.1(c)
<b>Consortium</b>	As defined in Clause 2.2.1(a)
<b>Developer</b>	As defined in Clause 1.1.2
<b>Eligible Experience</b>	As defined in Clause 3.2.1
<b>Eligible Projects</b>	As defined in Clause 3.2.1
<b>Estimated Project Cost</b>	As defined in Clause 1.1.4
<b>Financial Capacity</b>	As defined in Clause 3.1.2(b)
<b>Highest Bidder</b>	As defined in Clause 1.2.8
<b>Jt. Bidding Agreement</b>	As defined in Clause 2.2.5 (g)
<b>Lead Member</b>	As defined in Clause 2.2.5 (c)
<b>LOA</b>	Letter of Award
<b>Member</b>	Member of a Consortium
<b>Net Worth</b>	As defined in Clause 2.2.4 (ii)
<b>PPP</b>	Public Private Partnership
<b>Project</b>	As defined in Clause 1.1.1

<b>Project Development Agreement</b>	As defined in Clause 1.1.2
<b>Qualification</b>	As defined in Clause 1.2.1
<b>Qualification Stage</b>	As defined in Clause 1.2.1
<b>Re. or Rs. or INR</b>	Indian Rupee
<b>RFP or Request for Proposal</b>	As defined in Clause 1.2.1
<b>RFQ</b>	As defined in the Disclaimer
<b>SPV</b>	As defined in Clause 2.2.5
<b>Technical Capacity</b>	As defined in Clause 3.2

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

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## **DISCLAIMER**

The information contained in this Request for Qualification document (the “**RFQ**”) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the Madhya Pradesh State Agro Industries Corporation Limited (hereinafter referred to as “Corporation”) or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided.

This RFQ is not an agreement and is neither an offer nor invitation by the Corporation to the prospective Applicants or any other person. The purpose of this RFQ is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this RFQ (the “**Application**”). This RFQ includes statements, which reflect various assumptions and assessments arrived at by the Corporation in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFQ may not be appropriate for all persons, and it is not possible for the Corporation, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ. The assumptions, assessments, statements and information contained in this RFQ 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 RFQ and obtain independent advice from appropriate sources.

Information provided in this RFQ to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Corporation accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Corporation, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ or arising in any way with pre-qualification of Applicants for participation in the Bidding Process.

The Corporation 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 RFQ.

The Corporation may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFQ.

The issue of this RFQ does not imply that the Corporation is bound to select and shortlist pre-qualified Applications for Bid Stage or to appoint the selected Bidder or Developer, as the case may be, for the Project and the Corporation reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Corporation or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the Corporation 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 Application, regardless of the conduct or outcome of the Bidding Process.

## 1. INTRODUCTION

### 1.1 Background

1.1.1 The Madhya Pradesh State Agro Industries Development Corporation, a State nodal agency of Ministry of Horticulture and Food Processing Industries, (Government of Madhya Pradesh), under the XIth Five Year Plan of the Planning Commission (Government of India) is implementing food parks in various districts of the State to provide a mechanism to bring farmers, processors and retailers together and link agricultural production to the market so as to ensure maximization of value addition, minimization of wastage, adherence to global quality standards and improvement in farmers' income. The Corporation in furtherance of this objective intends to adopt the public-private-partnership (PPP) framework for development of Food Parks with world class infrastructure and facilities. The three locations identified for development of Food Parks under PPP to which this RFQ relates are at Bhopal, Ratlam and Harda in the State of Madhya Pradesh. An indicative description on the Project and the sites is set out at Appendix VI of this RFQ document.

The Corporation intends to pre-qualify and short-list suitable Applicants (the “**Bidders**”) who will be eligible for participation in the Bid Stage, for awarding the Project through an open competitive bidding process in accordance with the procedure set out herein.

1.1.2 The selected Bidder, who is either a company incorporated under the Companies Act, 1956 or undertakes to incorporate as such prior to execution of the project development agreement (the “**Developer**”) shall be responsible for planning, designing, financing, marketing, construction, development, operation and maintenance of the Project under and in accordance with the provisions of a long – term project development agreement (the “**Project Development Agreement**”) to be entered into between the Developer and the Corporation in the form provided by the Corporation as part of the Bidding Documents pursuant hereto.

1.1.3 The scope of the Project would broadly include development of industrial park at Bhopal, Ratlam and Harda through development of land and common infrastructure facilities and marketing of the same to potential food processing and allied units. Bidders may note that each of the aforementioned location is a separate project in itself. While there may be common qualification criteria for all the three sites and an Applicant qualified for one project site may be deemed to have qualified for the other sites as well, each of the location would be treated as a separate project during the RFP stage and a Bidder may submit Bid for one or more of the locations.

1.1.4 Indicative average capital cost of the proposed projects (the “**Estimated Project Cost**”) are Rs 100,00,00,000 (Rupees One Hundred Crore) each. The project cost figure is however indicative in nature and may be revised and specified in the Bidding Documents of the Project. The

assessment of actual costs, however, will have to be made by the Bidder based on its business plan.

- 1.1.5 The Corporation shall receive Applications pursuant to this RFQ in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Corporation, and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Applications (the “**Application Due Date**”).

## **1.2 Brief description of Bidding Process**

- 1.2.1 The Corporation has adopted a two-stage process (collectively referred to as the “**Bidding Process**”) for selection of the bidder for award of the Project. The first stage (the “**Qualification Stage**”) of the process involves qualification (the “**Qualification**”) of interested parties/ consortia who make an Application in accordance with the provisions of this RFQ (the “**Applicant**”, which expression shall, unless repugnant to the context, include the Members of the Consortium). Government of India has issued guidelines (see Appendix-V) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply *mutatis mutandis* to this Bidding Process. The Corporation shall be entitled to disqualify an Applicant in accordance with the aforesaid guidelines at any stage of the Bidding Process. Applicants must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-I.
- 1.2.2 In the Qualification Stage, Applicants would be required to furnish all the information specified in this RFQ. Only those Applicants that are pre-qualified and short-listed by the Corporation shall be invited to submit their Bids for the Project. The Corporation is likely to provide a comparatively short time span for submission of the Bids for the Project. The Applicants are, therefore, advised to visit the site and familiarize themselves with the Project.
- 1.2.3 In the Bid Stage, the Bidders will be called upon to submit their offers/proposals (the “**Bids**”) in accordance with the RFP and other documents to be provided by the Corporation (collectively the “**Bidding Documents**”). The Bid shall be valid for a period of not less than 120 days from the date specified in Clause 1.3 for submission of bids (the “**Bid Due Date**”).
- 1.2.4 In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a bid security [equivalent to about 1% (one per cent) of the Estimated Project Cost] (the “**Bid Security**”), refundable no later than 60 (sixty) days from the Bid Due Date, except in the case of the selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Project Development Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Corporation and in such event, the validity period of the demand draft or bank guarantee, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Corporation and the

- Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.2.5 Generally, the Highest Bidder shall be the selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, the Corporation may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.
- 1.2.6 During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Project.
- 1.2.7 As part of the Bidding Documents, the Corporation will provide a draft Project Development Agreement and other information pertaining/ relevant to the Project available with it.
- 1.2.8 Further and other details of the process to be followed at the Bid Stage and the terms thereof will be spelt out in the Bidding Documents.
- 1.2.9 Any queries or request for additional information concerning this RFQ shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.13.3. The envelopes/ communications shall clearly bear the following identification/ title:

**"Queries/ Request for Additional Information: RFQ for Development of Food Parks at Bhopal/Ratlam/Harda"**

*Note: Applicants are requested to clearly mention name of the project site being applied for in their Application. In case of an Applicant applying for multiple sites, it shall clearly mention in its Application, the number and location of sites applied for. There is a common qualification criterion for all the three sites and a Bidder qualified for one shall be deemed to be qualified for all the sites.*

### **1.3 Schedule of Bidding Process**

The Corporation shall endeavor to adhere to the following schedule:

<b>Event Description</b>	<b>Date</b>
<i>Qualification Stage</i>	
Last date for receiving queries	April 26, 2010
2. Pre-Application Conference	April 27, 2010 (1500 hours)
3. Corporation response to queries latest by	May 05, 2010
4. Application Due Date	May 20, 2010

5. Announcement of short-list	May 31, 2010
<i>Bid Stage</i>	<b>Estimated Date</b>
1. Sale of Bid Documents (from)	June 07, 2010
2. Last date for receiving queries	June 29, 2010
3. Pre-Bid meeting	June 30, 2010
4. Corporation response to queries latest by	July 07, 2010
5. Bid Due Date	July 20, 2010
6. Opening of Bids	July 21, 2010
7. Letter of Award (LOA)	August 18, 2010
8. Signing of Project Development Agreement	September 17, 2010

*The aforementioned timelines are merely indicative in nature and the Corporation shall have the right and discretion to revise the same during the bidding process.*

## 2. INSTRUCTIONS TO APPLICANTS

### A. GENERAL

#### 2.1 Scope of Application

- 2.1.1 The Corporation wishes to receive Applications for Qualification in order to shortlist experienced and capable Applicants for the Bid Stage.
- 2.1.2 Short-listed Applicants may be subsequently invited to submit the Bids for the Project.

#### 2.2 Eligibility of Applicants

- 2.2.1 For determining the eligibility of Applicants for their pre-qualification hereunder, the following shall apply:
- (a) The Applicant for pre-qualification may be a single entity or a group of entities (the “**Consortium**”), coming together to implement the Project. However, no Applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Applicant. The term Applicant used herein would apply to both a single entity and a Consortium.
- (b) An Applicant may be a natural person, private entity, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.5 below.
- (c) An Applicant shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- (i) the Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to

sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) a constituent of such Applicant is also a constituent of another Applicant; or
  - (iii) such Applicant, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its Member or any Associate thereof; or
  - (iv) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
  - (v) such Applicant, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Application of either or each other; or
  - (vi) such Applicant, or any Associate thereof has participated as a consultant to the Corporation in the preparation of any documents, design or technical specifications of the Project.
- (d) An Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Corporation in relation to the Project is engaged by the Applicant, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFQ. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

*Explanation:* In case an Applicant is a Consortium, then the term Applicant as used in this Clause 2.2.1, shall include each Member of such Consortium.

2.2.2 To be eligible for pre-qualification and short-listing, an Applicant shall fulfill the following conditions of eligibility

- (A) Technical Capacity**
- (B) Financial Capacity**

Details of parameters and process of evaluation has been set out in clause 3.1.2

2.2.3 Intentionally left blank.

2.2.4 The Applicants shall further demonstrate their Technical and Financial Capacity in accordance with Clause 3.6 and for the same comply with the formats set out as Annexures to this RFQ document.

2.2.5 The Applicant should submit a Power of Attorney as per the format at Appendix-II, authorizing the signatory of the Application to commit the Applicant. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix-III. Where the Applicant is a single entity, it may be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 1956 (the “**SPV**”), to execute the Project Development Agreement and implement the Project. In case the Applicant is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:

- (a) Number of members in a consortium shall not exceed 3 (three);
- (b) Subject to the provisions of sub-clause (a) above, the Application should contain the information required for each member of the Consortium;
- (c) Members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall have an equity share holding of at least 26% (twenty six per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium;
- (d) The Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
- (e) An individual Applicant cannot at the same time be member of a Consortium applying for pre-qualification. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for pre-qualification;
- (f) the members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;
- (g) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-IV (the “**Jt. Bidding Agreement**”), for the purpose of making the Application and submitting a Bid in the event of being short-listed. The Jt. Bidding Agreement, to be submitted along with the Application, shall, *inter alia*:
  - (i) convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFQ, which would enter into the Project Development Agreement and subsequently perform all the obligations of the Developer in terms of the Project Development Agreement, in case the the Project is awarded to the Consortium;
  - (ii) clearly outline the proposed roles and responsibilities, if any, of each member;
  - (iii) commit the minimum equity stake to be held by each member;

- (iv) commit that each of the members, whose experience will be evaluated for the purposes of this RFQ, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Project Development Agreement;
  - (v) members of the Consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the second anniversary of the commercial operation date of the Project; and
  - (vi) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Developer in relation to the Project until the Financial Close of the Project is achieved in accordance with the Project Development Agreement; and
- (h) except as provided under this RFQ and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Corporation.
- 2.2.6 Any entity which has been barred by the [Central/ State Government, or any entity controlled by it,] from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an Application, either individually or as member of a Consortium.
- 2.2.7 An Applicant including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Applicant, Consortium Member or Associate.
- 2.2.8 In computing the Technical Capacity and Net Worth of the Applicant/Consortium Members under Section 3. The Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder.
- For purposes of this RFQ, Associate means, in relation to the Applicant/Consortium Member, a person who controls, is controlled by, or is under the common control with such Applicant/ Consortium Member (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.
- 2.2.9 The following conditions shall be adhered to while submitting an Application:

- (a) Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information;
- (b) Information supplied by an Applicant (or other constituent Member if the Applicant is a Consortium) must apply to the Applicant, Member or Associate named in the Application and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Applicants whose identity and/ or constitution is identical to that at pre-qualification;
- (c) In responding to the pre-qualification submissions, Applicants should demonstrate their capabilities in accordance with Clause 3.1; and
- (d) In case the Applicant is a Consortium, each Member should substantially satisfy the pre-qualification requirements to the extent specified herein.

2.2.10 While Qualification is open to persons from any country, the following provisions shall apply:

- (a) Where, on the date of the Application, not less than 15% (fifteen per cent) of the aggregate issued, subscribed and paid up equity share capital in an Applicant or its Member is held by persons resident outside India or where an Applicant or its Member is controlled by persons resident outside India; or
- (b) If at any subsequent stage after the date of the Application, there is an acquisition of not less than 15% (fifteen per cent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Applicant or its Member;

then the Qualification of such Applicant or in the event described in sub clause (b) above, the continued Qualification of the Applicant shall be subject to approval of the Corporation from national security and public interest perspective. The decision of the Corporation in this behalf shall be final and conclusive and binding on the Applicant.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Corporation shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 1997, or any substitute thereof, as in force on the date of such acquisition. The Applicant shall promptly inform the Corporation of any change in the shareholding, as above, and failure to do so shall render the Applicant liable for disqualification from the Bidding Process.

2.2.11 Notwithstanding anything to the contrary contained herein, in the event that the Application Due Date falls within three months of the closing of the latest financial year of an Applicant, it shall

ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

### **2.3 Change in composition of the Consortium**

- 2.3.1 Change in the composition of a Consortium will not be permitted by the Corporation during the Qualification Stage.
- 2.3.2 Where the Bidder is a Consortium, change in the composition of a Consortium may be permitted by the Corporation during the Bid Stage, only where:
- (a) the application for such change is made no later than 15 (fifteen) days prior to the Bid Due Date;
  - (b) the Lead Member continues to be the Lead Member of the Consortium;
  - (c) the substitute is at least equal, in terms of Technical Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants; and
  - (d) the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/Member/Associate of any other Consortium bidding for this Project.
- 2.3.3 Approval for change in the composition of a Consortium shall be at the sole discretion of the Corporation and must be approved by the Corporation in writing.
- 2.3.4 The modified/ reconstituted Consortium shall submit a revised Jt. Bidding Agreement before the Bid Due Date.
- 2.3.5 Notwithstanding anything to the contrary contained in sub-clause (c) (i) of Clause 2.2.1, an Applicant may, within 10 (ten) days after the Application Due Date, remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof.

### **2.4 Number of Applications and costs thereof**

- 2.4.1 No Applicant shall submit more than one Application for the Project. In case an Applicant is applying for more than one project site, the names of the project sites being applied for shall be clearly specified in the Application. An applicant applying individually or as a member of a Consortium shall not be entitled to submit another application either individually or as a member of any Consortium, as the case may be.
- 2.4.2 The Applicants shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Bid Process. The Corporation will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

## **2.5 Site visit and verification of information**

Applicants are encouraged to submit their respective Applications after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

## **2.6 Acknowledgement by Applicant**

2.6.1 It shall be deemed that by submitting the Application, the Applicant has:

- (a) made a complete and careful examination of the RFQ;
- (b) received all relevant information requested from the Corporation;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of the Corporation relating to any of the matters referred to in Clause 2.5 above; and
- (d) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6.2 The Corporation shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFQ or the Bidding Process, including any error or mistake therein or in any information or data given by the Corporation.

## **2.7 Right to accept or reject any or all Applications / Bids**

2.7.1 Notwithstanding anything contained in this RFQ, the Corporation reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Corporation rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.7.2 The Corporation reserves the right to reject any Application and/ or Bid if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Applicant does not provide, within the time specified by the Corporation, the supplemental information sought by the Corporation for evaluation of the Application.

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

- (i) Invite the remaining Bidders to match the Highest Bidder/ submit their Bids in accordance with the RFP; or
- (ii) Take any such measure as may be deemed fit in the sole discretion of the Corporation, including annulment of the Bidding Process.

2.7.3 In case it is found during the evaluation or at any time before signing of the Project Development Agreement or after its execution and during the period of subsistence thereof, including the project thereby granted by the Corporation, that one or more of the pre-qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Developer either by issue of the LOA or entering into of the Project Development Agreement, and if the Applicant/SPV has already been issued the LOA or has entered into the Project Development Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ, be liable to be terminated, by a communication in writing by the Corporation to the Applicant, without the Corporation being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which the Corporation may have under this RFQ, the Bidding Documents, the Project Development Agreement or under applicable law.

2.7.4 The Corporation reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFQ. Any such verification or lack of such verification by the Corporation shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Corporation there under.

## **B. DOCUMENTS**

### **2.8 Contents of the RFQ**

This RFQ comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10.

#### **Invitation for Qualification**

- Section 1. Introduction
- Section 2. Instructions to Applicants
- Section 3. Criteria for Evaluation
- Section 4. Fraud & Corrupt Practices
- Section 5. Pre Application Conference
- Section 6. Miscellaneous

#### **Appendices**

- I. Letter comprising the Application
- II. Power of Attorney for signing of Application
- III. Power of Attorney for Lead Member of Consortium
- IV. Joint Bidding Agreement for Consortium
- V. Guidelines of the Department of Disinvestment

## **2.9 Clarifications**

- 2.9.1 Applicants requiring any clarification on the RFQ may notify the Corporation in writing or by fax and e-mail in accordance with Clause 2.13.3. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Corporation shall endeavour to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Application Due Date. The responses will be sent by fax and/or e-mail. The Corporation will forward all the queries and its responses thereto, to all purchasers of the RFQ without identifying the source of queries.
- 2.9.2 The Corporation shall endeavour to respond to the questions raised or clarifications sought by the Applicants. However, the Corporation reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Corporation to respond to any question or to provide any clarification.
- 2.9.3 The Corporation may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by the Corporation shall be deemed to be part of the RFQ. Verbal clarifications and information given by Corporation or its employees or representatives shall not in any way or manner be binding on the Corporation.

## **2.10 Amendment of RFQ**

- 2.10.1 At any time prior to the deadline for submission of Application, the Corporation may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ by the issuance of Addenda.
- 2.10.2 Any Addendum thus issued will be sent in writing to all those who have purchased the RFQ.
- 2.10.3 In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Corporation may, in its sole discretion, extend the Application Due Date.

## **C. PREPARATION AND SUBMISSION OF APPLICATION**

### **2.11 Language**

The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the

Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

## **2.12 Format and signing of Application**

- 2.12.1 The Applicant shall provide all the information sought under this RFQ. The Corporation will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection.
- 2.12.2 The Applicant shall prepare 1 (one) original set of the Application (together with originals/ copies of documents required to be submitted along therewith pursuant to this RFQ) and clearly marked “ORIGINAL”. In addition, the Applicant shall submit 1 (one) copy of the Application, along with documents required to be submitted along therewith pursuant to this RFQ, marked “COPY”. The Applicant shall also provide 2 (two) soft copies on Compact Disc (CD). In the event of any discrepancy between the original and the copy, the original shall prevail.
- 2.12.3 The Application and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall also initial each page in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Application shall be initialed by the person(s) signing the Application. The Application shall contain page numbers and shall be bound together in hard cover.

## **2.13 Sealing and Marking of Applications**

- 2.13.1 The Applicant shall submit the Application in the format specified at Appendix-I, together with the documents specified in Clause 2.13.2, and seal it in an envelope and mark the envelope as “APPLICATION”. The Applicant shall seal the original and the copy of the Application, together with their respective enclosures, in separate envelopes duly marking the envelopes as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer envelope which shall also be marked in accordance with Clauses 2.13.2 and 2.13.3.
- 2.13.2 Each envelope shall contain:
- (i) Application in the prescribed format (Appendix-I) along with Annexes and supporting documents;
  - (ii) Power of Attorney for signing the Application as per the format at Appendix-II;
  - (iii) If applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-III;

- (iv) Copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-IV;
- (v) Copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership then a copy of its partnership deed;
- (vi) Copies of Applicant's duly audited balance sheet and profit and loss account for the preceding five years; and
- (vii) Any other sector or project-specific requirement that may be specified by the Corporation.
- (viii) Cost of RFQ document.

Each of the envelopes shall clearly bear the following identification:

***“Application for Qualification: Development of Food Park/s at Bhopal/Ratlam/Harda”***

and shall clearly indicate the name and address of the Applicant. In addition, the Application Due Date should be indicated on the right hand corner of each of the envelopes.

2.13.3 Each of the envelopes shall be addressed to:

ATTN. OF: Mr . V.S Niranjn, IAS

DESIGNATION: Managing Director

ADDRESS: Madhya Pradesh State Agro Industries Development Corporation, Panchanan Bhawan, 3rd Floor, Malviya Nagar, Bhopal – 462 003

Phone: +91-755 2551807

FAX NO: +91 755 2557305

E-MAIL ADDRESS: [mpagro\\_bpl@airtelmail.in](mailto:mpagro_bpl@airtelmail.in)

2.13.4 If the envelopes are not sealed and marked as instructed above, the Corporation assumes no responsibility for the misplacement or premature opening of the contents of the Application and consequent losses, if any, suffered by the Applicant.

2.13.5 Applications submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

## **2.14 Application Due Date**

2.14.1 Applications should be submitted before 1700 hours IST on the Application Due Date, at the address provided in Clause 2.13.3 in the manner and form as detailed in this RFQ. A receipt thereof should be obtained from the person specified in Clause 2.13.3.

2.14.2 The Corporation may, in its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Applicants.

## **2.15 Late Applications**

Applications received by the Corporation after the specified time on the Application Due Date shall not be eligible for consideration and shall be summarily rejected.

## **2.16 Modifications/ substitution/ withdrawal of Applications**

- 2.16.1 The Applicant may modify, substitute or withdraw its Application after submission, provided that written notice of the modification, substitution or withdrawal is received by the Corporation prior to the Application Due Date. No Application shall be modified, substituted or withdrawn by the Applicant on or after the Application Due Date.
- 2.16.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.13, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- 2.16.3 Any alteration/ modification in the Application or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the Corporation, shall be disregarded.

## **D. EVALUATION PROCESS**

### **2.17 Opening and Evaluation of Applications**

- 2.17.1 The Corporation shall open the Applications at 1700 hours IST on the Application Due Date, at the place specified in Clause 2.13.3 and in the presence of the Applicants who choose to attend.
- 2.17.2 Applications for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.
- 2.17.3 The Corporation will subsequently examine and evaluate Applications in accordance with the provisions set out in Section 3.
- 2.17.4 Applicants are advised that pre-qualification of Applicants will be entirely at the discretion of the Corporation. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 2.17.5 Any information contained in the Application shall not in any way be construed as binding on the Corporation, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it on the basis of such information.
- 2.17.6 The Corporation reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.
- 2.17.7 If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the Corporation may, in its sole discretion, exclude the relevant project from determination of qualification of the Applicant.
- 2.17.8 In the event that an Applicant claims credit for an Eligible Project, and such claim is determined by the Corporation as incorrect or erroneous, the Corporation shall reject such claim and exclude the same from the qualification process. Where any information is found to be patently false or

amounting to a material misrepresentation, the Corporation reserves the right to reject the Application and/ or Bid in accordance with the provisions of Clauses 2.7.2 and 2.7.3.

## **2.18 Confidentiality**

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

## **2.19 Tests of responsiveness**

2.19.1 Prior to evaluation of Applications, the Corporation shall determine whether each Application is responsive to the requirements of the RFQ. An Application shall be considered responsive only if:

- (a) It is received as per format at Appendix-I.
- (b) It is received by the Application Due Date including any extension thereof pursuant to Clause 2.14.2;
- (c) It is signed, sealed, bound together in hard cover, and marked as stipulated in Clauses 2.12 and 2.13;
- (d) It is accompanied by the Power of Attorney as specified in Clause 2.2.5, and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.5 (c);
- (e) It contains all the information and documents (complete in all respects) as requested in this RFQ;
- (f) It contains information in formats same as those specified in this RFQ;
- (g) It contains certificates from its statutory auditors in the formats specified at Appendix-I of the RFQ for each Eligible Project;
- (h) It contains an attested copy of the receipt for payment of Rs. 10,000 (Rupees Ten thousand only) to Corporation or contains a Demand Draft in favor of Madhya Pradesh State Agro Industries Development Corporation Limited for INR10,000 (INR Ten Thousand Only) towards the cost of RFQ document;
- (i) It is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.2.5(g);

(j) It does not contain any condition or qualification; and

(k) It is not non-responsive in terms hereof.

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

## **2.20 Clarifications**

2.20.1 To facilitate evaluation of Applications, the Corporation may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by the Corporation for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.20.2 If an Applicant does not provide clarifications sought under Clause 2.20.1 above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the Corporation may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Corporation.

## **E. QUALIFICATION AND BIDDING**

### **2.21 Short-listing and notification**

After the evaluation of Applications, the Corporation would announce a list of shortlisted pre-qualified Applicants (Bidders) who will be eligible for participation in the Bid Stage. At the same time, the Corporation would notify the other Applicants that they have not been short-listed. The Corporation will not entertain any query or clarification from Applicants who fail to qualify.

### **2.22 Submission of Bids**

The Bidders will be requested to submit a Bid in the form and manner to be set out in the Bidding Documents. Only pre-qualified Applicants shall be invited by the Corporation to submit their Bids for the Project. The Corporation is likely to provide a comparatively short time span for submission of the Bids for the Project. The Applicants are therefore advised to visit the site and familiarize themselves with the Project by the time of submission of the Application. No extension of time is likely to be considered for submission of Bids pursuant to invitation that may be issued by the Corporation.

### **2.23 Proprietary data**

All documents and other information supplied by the Corporation or submitted by an Applicant to the Corporation shall remain or become the property of the Corporation. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation

and submission of their Application. The Corporation will not return any Application or any information provided along therewith.

**2.24 Correspondence with the Applicant**

Save and except as provided in this RFQ, the Corporation shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

### 3. CRITERIA FOR EVALUATION

#### 3.1 Evaluation parameters

3.1.1 Only those Applicants who meet the eligibility criteria specified in this Section 3 would be shortlisted for next stage of Bidding Process. Applications of firms/ consortia who do not meet these criteria shall be rejected.

3.1.2 The Applicant's competence and capability is proposed to be established by the following parameters:

(a) Technical Capacity:

For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Applicant shall have:

(i) Experience in development of Industrial Park in which at least 20 acres land has been sold or leased to tenants over the past five (5) completed financial years;

OR

(ii) Experience in Agri-Food Processing Operations with Average Annual Turnover of at least INR 75 crore (INR 75,00,00,000) in the last two completed financial years, from agri-food processing operations;

OR

(iii) Experience in development of a Real Estate or Infrastructure Project with project cost of at least INR 100 crores (INR 100,00,00,000) in any one such project developed in the last five (5) completed financial years.

(b) Financial Capacity:

The Applicant shall have a minimum Net Worth (the “**Financial Capacity**”) of INR 25 crore (INR 25,00,00,000) in the last completed financial year.

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

### 3.2 Technical Capacity for purposes of evaluation

3.2.1 Eligible Experience in the following categories of Eligible Projects would qualify for Technical Capacity.

3.2.2 The "**Eligible Projects**":

- (i) Category 1: Project experience in development of Industrial Park
- (ii) Category 2: Experience in operations of Agri-Food Processing
- (iii) Category 3: Project experience in Real Estate or Infrastructure Project

*For the purpose of this RFQ:*

- (i) *Industrial Park shall mean area zoned and developed with common facilities such as roads, water/power infrastructure etc for allotment to multiple manufacturing/processing industries and includes a Food Park, Agri-processing Park, Food/Agri processing SEZs, product specific Special Economic Zone (SEZ) and any multi-product based industrial park/estate and shall not include parks which are not processing/manufacturing based parks such as IT/ITeS parks.*
- (j) *Operations of agri-food processing shall comprise the set of techno-economic activities (such as sourcing, sorting, grading, semi-processing, manufacturing, packaging, trading etc) applied to produces originating from agricultural farms, livestock, aqua cultural sources and forests for their conservation, handling and value addition to make them usable as food, feed, fibre, fuel or industrial raw materials.*
- (iii) *Real Estate or Infrastructure Project shall mean projects in the nature of development of urban projects and/or development of infrastructure in the core sectors.*
  - *Real estate/urban infrastructure projects shall include residential (complexes, villas, row houses), commercial (office spaces, business centres, educational institutions, IT parks), retail (malls, multiplexes, amusement parks, shopping complexes), hospitality (hotels, resorts, convention centres), healthcare (hospitals, nursing homes, medical centres)*
  - *Infrastructure projects shall include development in the core sector including highways, ports, rail, airports etc*

(iv) *Average Annual Turnover =*

*Annual sales from operations in agri-food processing including sale of agri-food related products or revenues from industrial infrastructure in agri-food processing sectors.*

Eligible Experience in respect of each category shall be assessed only for Eligible Projects.

**A) For a project to qualify as an Eligible Project under Category 1:**

- (i) It should have been undertaken for development of an Industrial Park in accordance with the definition provided hereinabove. Development shall include activities of project development from planning, designing, financing, construction and marketing and would not include mere experience of construction of an Industrial Park as a contractor.
- (ii) The entity claiming experience should have sold or leased out at least 20 acres of land within the project to tenants/third parties.
- (iii) The entity claiming experience should have experience on its own or have held in the company owning the Eligible Project, a minimum of 26% (twenty six per cent) equity during the entire period for which Eligible Experience is being claimed.

**B) For a project to qualify as an Eligible Project under Category 2:**

- (i) The entity claiming experience under this category should have undertaken business/operations of agri-food processing in accordance with the definition provided hereinabove.
- (ii) The entity claiming experience should have an Annual Average Turnover of at least Rs.75 crore (Rs.75,00,00,000) in the business/operations of agri-food processing in the last two completed financial years.
- (iii) The entity claiming experience should have carried out such business/operations on its own or have held in the company engaged in the business or operations of agri-food processing, a minimum of 26% (twenty six per cent) equity during the entire years for which Eligible Experience is being claimed.

**C) For a project to qualify as an Eligible Project under Category 3:**

- (i) The entity claiming experience should have developed a real estate or infrastructure project in the last five completed financial years. Development shall include activities of project development from planning, designing, financing, construction and marketing and would not include mere experience of construction of a Real Estate or Infrastructure project as a contractor.
- (ii) A single demonstrated project under this category is required to have an estimated cost of Rs. 100 crores incurred till the Application Due Date.
- (iii) The entity claiming experience should have experience of such project on its own or have held in the company having experience in the Eligible Project, a minimum of 26% (twenty six per cent) equity during the entire year for which Eligible Experience is being claimed.

3.2.3 The Applicant shall quote experience in respect of a particular Eligible Project under any one category only, even though the Applicant (either individually or along with a member of the

Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.

- 3.2.4 Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.

### **3.3 Details of Experience**

- 3.3.1 The Applicant should furnish the details of Eligible Experience for the last 5 (five) financial years immediately preceding the Application Due Date.
- 3.3.2 The Applicants must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-I.
- 3.3.3 The Applicant should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-IV of Appendix-I.

### **3.4 Financial information for purposes of evaluation**

- 3.4.1 The Application must be accompanied by the Audited Annual Reports of the Applicant (of each Member in case of a Consortium) for the last 5 (five) financial years.
- 3.4.2 In case the annual accounts for the latest financial year are not audited and therefore the Applicant cannot make it available, the Applicant shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Applicant shall provide the Audited Annual Reports for the last 5 years or last 2 years (as the case may be) preceding the year for which the Audited Annual Report is not being provided.
- 3.4.3 The Applicant must establish the minimum Net Worth specified in Clause 3.1.2, and provide details as per format at Annex-III of Appendix-I.

### **3.5 Short-listing of Applicants**

- 3.5.1 The credentials of eligible Applicants shall be evaluated in terms of the Qualification Criteria.
- 3.5.2 The Applicants which fulfill the financial capability and any one of the technical capability criteria (Category 1 or 2 or 3) in accordance with terms of this RFQ shall be short-listed for submission of Bids.

### **3.6 Demonstration of Technical and Financial Capacity:**

For the purpose of demonstrating its Technical and Financial Capacity, each Applicant shall furnish the following in accordance with format/s set out in this RFQ document:

**(i) For Technical Capacity:**

Certificate(s) from its statutory auditor in accordance with Annex III of Appendix I

- (ii) **For Financial Capacity:** Certificate(s) from its statutory auditors specifying the net worth of the Applicant, in the last completed financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 3.1.2 (b) in accordance with format provided in Appendix I (Annex VI).  
For the purposes of this RFQ, net worth (the “**Net Worth**”) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity share holders.

*Additional and supporting information in the requisite formats and as sought for in this RFQ document shall also be furnished by the Applicants.*

## 4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Corporation may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 4.2 Without prejudice to the rights of the Corporation under Clause 4.1 hereinabove, if an Applicant is found by the Corporation to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Corporation during a period of 2 (two) years from the date such Applicant is found by the Corporation to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Corporation who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Project Development Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Corporation, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Project Development Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Project Development Agreement, who at any time has been or is a legal, financial or technical adviser of the Corporation in relation to any matter concerning the Project;
  - (b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

- (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Corporation with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **5. PRE-APPLICATION CONFERENCE**

- 5.1 A Pre-Application conference of the interested parties shall be convened at the designated date, time and place. Only those persons who have purchased the RFQ document shall be allowed to participate in the Pre-Application conference. Applicants who have downloaded the RFQ document from the Corporation's website [www.mpstateagro.nic.in](http://www.mpstateagro.nic.in) should submit a Demand Draft of Rs. 10,000 (Rupees ten thousand only)] towards the cost of document, through their representative attending the conference or alternatively enclose the cost towards RFQ document in form of demand draft for INR 10,000 in favour of Madhya Pradesh State Agro Industries Development Corporation Limited along with the application.
- 5.2 During the course of Pre-Application conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Corporation. The Corporation shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

## 6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bhopal shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Corporation, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - (b) Consult with any Applicant in order to receive clarification or further information;
  - (c) Pre-qualify or not to pre-qualify any Applicant and/ or to consult with any Applicant in order to receive clarification or further information;
  - (d) Retain any information and/ or evidence submitted to the Corporation by, on behalf of, and/ or in relation to any Applicant; and/ or
  - (e) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases the Corporation, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

## APPENDIX I

### Letter Comprising the Application for Pre-Qualification

Dated:

To,

The Managing Director,

Madhya Pradesh State Agro Industries Development Corporation Ltd.

Panchanan Bhawan

Third floor, Malviya Nagar, Bhopal – 462 003

Sub: Application for pre-qualification for Development of Food Parks at Madhya Pradesh

Dear Sir,

With reference to your RFQ document dated ....., I/we, having examined the RFQ document and understood its contents, hereby submit our Application for Qualification for the aforesaid project.

1. The Application is unconditional and unqualified.
2. I/ We acknowledge that the Corporation will be relying on the information provided in the Application and the documents accompanying such Application for prequalification of the Applicants for the aforesaid project, and we certify that all information provided in the Application and in Annexes I to IV is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the development, construction, finance, marketing, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Corporation any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
5. I/ We acknowledge the right of the Corporation to reject our Application 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.
6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:

- (a) I/ We have examined and have no reservations to the RFQ document, including any Addendum issued by the Corporation;
  - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFQ document;
  - (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 defined in Clause 4.3 of the RFQ document, in respect of any tender or request for proposal issued by or any agreement entered into with the Corporation or any other public sector enterprise or any government, Central or State; and
  - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFQ document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants, in accordance with Clause 2.17.6 of the RFQ document.
9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(s) the Net Worth criteria and meet(s) all the requirements as specified in the RFQ document and are/ is qualified to submit a Bid.
10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium applying for pre-qualification.
11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.
14. [I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of

disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply *mutatis mutandis* to the Bidding Process. A copy of the aforesaid guidelines forms part of the RFQ at Appendix-V thereof.

15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFQ, we shall intimate the Corporation of the same immediately.
16. The Statement of Legal Capacity as per format provided at Annex-V in Appendix-I of the RFQ document, and duly signed, is enclosed. The power of attorney for signing of application and the power of attorney for Lead Member of consortium, as per format provided at Appendix II and III respectively of the RFQ, are also enclosed.
17. I/ We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956, or shall incorporate as such prior to execution of the Project Development Agreement.
18. I/ We hereby confirm that we [are in compliance of/ shall comply with] the O&M requirements specified in Clause 2.2.3.
19. 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 Corporation in connection with the selection of Applicants, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
20. I/ We agree and undertake to abide by all the terms and conditions of the RFQ document.
21. I/ We certify that in terms of the RFQ, my/our Networth is Rs. .... (Rs. in words)
22. We agree and undertake to be jointly and severally liable for all the obligations of the Developer under the Project Development Agreement till occurrence of Financial Close in accordance with the Project Development Agreement

In witness thereof, I/ we submit this application under and in accordance with the terms of the RFQ document.

Yours faithfully,

Date: (Signature, name and designation of the Authorized Signatory)

Place: Name and seal of the Applicant/ Lead Member

*Note: Paragraphs in square parenthesis may be omitted, if not applicable, or modified as necessary.*

## ANNEX-I

### Details of Applicant

1. (a) Name:  
(b) Country of incorporation:  
(c) Address of the corporate headquarters and its branch office(s), if any, in India:  
(d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Corporation:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
4. Particulars of the Authorised Signatory of the Applicant:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) Fax Number:
5. In case of a Consortium:
  - (a) The information above (1-4) should be provided for all the Members of the Consortium.
  - (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.2.6(g) should be attached to the Application.
  - (c) Information regarding the role of each Member should be provided as per table below:

Sl.No	Name of Member	Role*	Percentage of equity in the Consortium
1.			
2.			
3.			

\* The role of each Member, as may be determined by the Applicant, should be indicated in accordance with instruction 4 at Annex-IV.

(d) The following information shall also be provided for each Member of the Consortium:

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

6. A statement by the Applicant and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material nonperformance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

## ANNEX-II

### Technical Capacity of the Applicant

A.) For demonstration of Category 1 Project Experience:

Name and location of the project	
Overall size of the project (in acres and built-up area)	
Scope of the project and exact nature of activities	
Date of commencement of project	
Status of completion	
Specific roles and responsibilities of bidder in the project (including confirmation on role of financing, marketing, construction etc)	
Name(s) of other members of consortium and percentage of equity holding in the SPV in case said project was executed in partnership with another entity (private or government)	
Status on lease/sale of project units (in acres and details of tenants/units)	
Period of lease	
Names of key tenants/lessees/sub lessees	
Website link/ reference to press releases	

B.) For demonstration of Category 2 Project Experience:

Nature and profile of the Bidders business (in case of consortium nature and profile of a single member whose experience credentials are to be considered)	
Primary products and/or operations undertaken including infrastructure services for agri/food-processing sectors	
Turnover from business of each of the products/operations Undertaken	
Total turnover from business of products/operations relevant in agri-food processing in accordance with the Qualification Criteria	
Website link	

C.) For demonstration of Category 3 Project Experience:

Name and location of the project	
Overall size of the project (in acres and built-up area) and present status of the project	
Scope of the project and exact nature of activities	
Date of commencement of project	
Project Cost (in rupees)	
Total Project Cost incurred till Applicable Due Date	
Specific roles and responsibilities of bidder in the project (including confirmation on role of financing, marketing, construction etc)	
Name(s) of other members of consortium and percentage of equity holding in the SPV in case the said project was executed in partnership with another entity (private or government)	
Website link/ reference to press releases	

(Additional sheets may be used in the same format to specify experience details of Consortium member/s)

ANNEX-III

**Financial Capacity of the Applicant**

(In Rs. crore)

Applicant type	Net Worth
(1)	Year 1 (latest completed financial year)
Single entry applicant	
Consortium Member 1	
Consortium Member 2	
Consortium Member 3	
<b>Total</b>	

**Name & address of Applicant's Bankers:**

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

**Instructions:**

1. The Applicant/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Application Due Date. The financial statements shall:
  - (a) reflect the financial situation of the Applicant or Consortium Members and its/ their Associates where the Applicant is relying on its Associate's financials;

- (b) be audited by a statutory auditor;
  - (c) be complete, including all notes to the financial statements; and
  - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
  3. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.2.6 (g) of the RFQ document.
  4. The applicant shall also provide the name and address of the Bankers to the Applicant.
  5. The Applicant shall provide an Auditor's Certificate specifying the net worth of the Applicant and also specifying the methodology adopted for calculating such net worth in accordance with this RFQ document.

## ANNEX-IV

### Format for Certificate from Statutory Auditor for Certification of Experience Credentials

(On the Letterhead of the Statutory Auditor)

TO WHOM SO EVER IT MAY CONCERN

We have verified the relevant statutory and other records of M/s \_\_\_\_\_ [Name of the Applicant/member of consortium], and certify the following: (as applicable)

(a) Certification of Development Experience (Category 1 : Industrial Park)

Sl. No	Project	Area in acre (developed and leased/sold to units)	Key roles of Bidder	Date of Commissioning of Project
1				

With regard to the aforementioned project the records suggest that :

1. The project falls under category of Industrial Park project as defined in Section 3 of the RFQ document
2. \_\_\_\_\_ acres of land has been sold/leased (as the case may be) out in the last 5 years
3. The Applicant has developed the said project in line with the scope of definition of “development” as set forth in Section 3 of the RFQ document
4. The Applicant holds \_\_\_% equity in the project directly [or through its affiliate - \_\_\_\_\_ wherein the equity holding of the Applicant in the affiliate/associate is \_\_\_%, *if applicable*].

It is hereby undertaken that this certificate is in accordance with the criteria set out in Clause 3 of the RFQ issued by Madhya Pradesh State Agro Industries Development Corporation Limited.

OR

**(b) Certification of experience (Category 2 - agri-food operations)**

We have verified the relevant statutory and other records of M/s \_\_\_\_\_ [Name of the Applicant/member of consortium], and certify that M/s \_\_\_\_\_ is engaged in the business of Agri-food Processing (as per criteria set out in Clause 2.2.2 and 3.2.2 of the RFQ issued by Madhya Pradesh State Agro Industrial Development Corporation on this date). It is further certified that the Applicant holds \_\_\_\_% equity in the business/operations directly or through its affiliate/associate wherein the Applicant's equity in such associate/affiliate is \_\_\_\_%. The exact nature of activities undertaken by M/s \_\_\_\_\_ and Average Annual Turnover in the last two completed financial years is provided herein:

Sl. No	Business activities of the Bidder	Turnover Yr Year XX_XX	Turnover Yr Year XX_XX	Average Annual Turnover
1				
2				
3				

Signature and Seal

Dated:

and registration number of Statutory Auditor

**OR**

**(c) Certification of Development Experience (Category 3 : Infrastructure/Real Estate project)**

We have verified the relevant statutory and other records of M/s \_\_\_\_\_ [Name of the Bidder /member of consortium], and certify the following: (as applicable)

Sl. No	Project	Estimated Project Cost	Project cost already incurred on this date	Key roles of Bidder	Date of Commissioning of Project
1					

With regard to the aforementioned project the records suggest that

1. The demonstrated project falls under the category of a Real Estate or Infrastructure project (as the case may be) as defined in Section 3 of the RFQ document

2. M/s “\_\_\_\_\_” is a developer for the aforementioned project in accordance with scope of definition of “development” as set forth in Section 3 of the RFQ document

3. Project Cost of the demonstrated project to the tune of Rs. \_\_\_\_\_ has already been incurred on the project developed in the last 5 years and is in line with criteria set out in 3.2.2 of the RFQ.

4. The Applicant holds \_\_\_\_\_% equity in the demonstrated project directly {or through its affiliate/associate wherein the Applicant holds \_\_\_% equity stake in such affiliate/associate, if applicable}

It is hereby undertaken that this certificate is in accordance with the criteria set out in Clause 3 of the RFQ issued by Madhya Pradesh State Agro Industries Development Corporation Limited.

Signature and Seal

Dated:

and registration number of Statutory Auditor

*It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in determination of qualification.*

**ANNEX-V**

**Statement of Legal Capacity**

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

Ref. Date:

To,

The Managing Director,

Madhya Pradesh State Agro Industries Development Corporation Limited

Dear Sir,

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

We have agreed that ..... (insert member's name) will act as the Lead Member of our consortium.\*

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

*\*Please strike out whichever is not applicable.*

## ANNEX-VI

### Auditor's Certificate for Net Worth

(On the Letterhead of the Statutory Auditor)

TO WHOM SO EVER IT MAY CONCERN

We have verified the relevant financial records/statements of M/s \_\_\_\_\_ [Name of the Applicant], and have ascertained net worth in accordance with Clause 3.6 (ii) and certify the following:

Criteria	For
	Financial Year 2008-2009
Net worth	

Signature and Seal

and registration number of  
Statutory Auditor

## APPENDIX II

### Power of Attorney for signing of Application

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), .....son/daughter/wife of ..... and presently residing at ....., who is presently employed with us/ the Lead Member of our Consortium and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the development of Food Park at Bhopal/Ratlam/Harda Project proposed or being developed by the \*\*\*\*\* (the “Corporation”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Corporation, representing us in all matters before the Corporation, signing and execution of all contracts including the Project Development Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Corporation in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Project Development Agreement with the Corporation.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2.....

For

.....

(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

*Notes:*

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

### APPENDIX III

#### Power of Attorney for Lead Member of Consortium

Whereas the Madhya Pradesh State Agro Industries Corporation Limited (“the Corporation”) has invited applications from interested parties for the development of Food Park at Bhopal/Ratlam/Harda (the “Project”).

Whereas, ....., ....., ..... and..... (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Qualification document (RFQ), Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ..... having our registered office at ....., M/s..... having our registered office at ....., M/s..... having our registered office at ....., and ..... having our registered office at ....., (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S ..... having its registered office at ....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the prequalification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Corporation, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Project Development Agreement is entered into with the Corporation.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2.....

For .....

(Signature)

.....

(Name & Title)

For .....

(Signature)

.....

(Name & Title)

For .....

(Signature)

.....

(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

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

*Notes:*

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

## APPENDIX IV

### Joint Bidding Agreement

*(Refer Clause 2.13.2)*

*(To be executed on Stamp paper of appropriate value)*

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ..... 20...

#### AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at ..... (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

#### AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at ..... (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

#### AND

3. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at ..... (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

#### AND

4. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at ..... (hereinafter referred to as the “**Fourth Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}<sup>1</sup>

The above mentioned parties of the FIRST, SECOND, {THIRD and FOURTH} PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

#### WHEREAS,

- (A) The Madhya Pradesh State Agro Industries Development Corporation (hereinafter referred to as the “**Corporation**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the “**Applications**”) by its Request for Qualification No. .... dated .....(the “**RFQ**”) for pre-qualification and short-listing of bidders for development and operation of Food Park at Bhopal/Ratlam/Harda (the “**Project**”) through public private partnership.

---

<sup>1</sup> The number of Parties will be shown here, as applicable, subject however to a maximum of 6 (six).

- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFQ document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFQ document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

**NOW IT IS HEREBY AGREED as follows:**

### **1. Definitions and Interpretations**

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFQ.

### **2. Consortium**

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

### **3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the “**SPV**”) under the Indian Companies Act, 1956 for entering into a Project Development Agreement with the Corporation and for performing all its obligations as the Developer in terms of the Project Development Agreement for the Project.

### **4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Project Development Agreement when all the obligations of the SPV shall become effective;
- (b) Party of the Second Part shall be {the Technical Member of the Consortium;}
- {(c) Party of the Third Part shall be the Financial Member of the Consortium; and}

### **5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFQ, RFP and the Project

Development Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Project Development Agreement.

## **6. Shareholding in the SPV**

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

{Third Party:}

6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the second anniversary of the date of commercial operation of the Project, be held by the Parties of the First, {Second and Third} Part whose experience and networth have been reckoned for the purposes of qualification and short-listing of Applicants for the Project in terms of the RFQ.

6.3 The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times between the commercial operation date of the Project and the second anniversary thereof, hold subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.

6.4 The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times until the second anniversary of the commercial operation date of the Project.

6.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Project Development Agreement.

## **7. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium

Member is annexed to this Agreement, and will not, to the best of its knowledge:

- (i) require any consent or approval not already obtained;

- (ii) violate any Applicable Law presently in effect and having applicability to it;
  - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
  - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

## **8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Project Development Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Corporation to the Bidder, as the case may be.

## **9. Miscellaneous**

- 9.1 This Joint Bidding Agreement shall be governed by laws of {India}.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Corporation.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

SECOND PART

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

**Notes:**

- 1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- 2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*
- 3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

## APPENDIX V

### Guidelines of the Department of Disinvestment

(Refer Clause g)

No. 6/4/2001-DD-II

Government of India

Department of Disinvestment

Block 14, CGO Complex

New Delhi.

Dated 13th July, 2001.

### OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based

on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.

- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.
- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-

(A.K. Tewari)

Under Secretary

## Appendix VI

### PROJECT DETAILS

*(The details provided in this appendix are indicative in nature, and may be subject to change at the RFP stage)*

#### 1. Concept of Food Processing and Food Parks

##### Food Processing

Food processing is the set of methods and techniques used to transform raw ingredients into food or to transform food into other forms for consumption by humans or animals either at home or by the food processing industry. It involves any type of value addition to agricultural or horticultural produce and also includes processes such as grading, sorting and packaging which enhance the shelf life of food products, and make them more palatable and marketable.

Further, from a socio-economical perspective, food processing provides the crucial linkage between farm and industries which aids in accelerating the overall agricultural development, adding value to the produce and generating employment opportunities.

The food processing industry can be categorized into multiple sub-sectors based on the source or raw material used. Some of the important sub sectors in the food processing industry include:

- Fruit and vegetable processing
- Fish processing
- Milk processing
- Meat and poultry processing
- Packaged/Convenience foods
- Alcoholic beverages, oil and soft drinks
- Grain processing

These categories can further be divided into multiple segments such as bakery, spirits, fruit and vegetable based beverages, confectionery, dairy products

##### Food Parks

“Industrial parks in food processing, termed as ‘food parks’ are usually formulated in public-private partnership model. This could be attributed to the fact that, in the agro-industrial sector, clusters are unlikely to naturally evolve and so they must, therefore, be “induced”. The role of government is to play a central role in the inducement process, to catalyze the process, facilitate it and, to some extent, bankroll it, at least in the first stage. For the cluster to be successful, its members must “buy in” to the process and be empowered to assume leadership from the onset”.

The development of the highly sophisticated international agro park - Green port – near Shanghai, China, has pioneered the development of agro-parks based on principles of closed cycles in the flows of energy, Co<sub>2</sub>, nutrients, water and wastes. The result is a world-class, circular, ecological urban agro-food production and processing system innovation. In India, the concept of food parks has caught on, with both private and government sector initiatives involved.

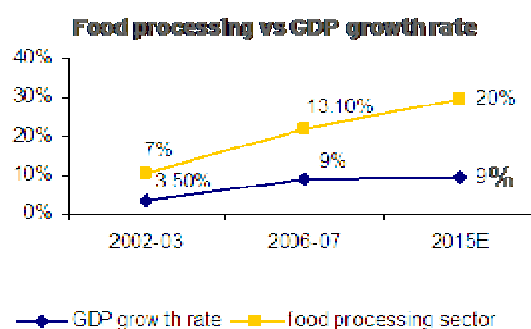
## 2. Food Processing industry in India

The food sector in India has transformed over the years. Some of the key developments in the food sector and agriculture production are mentioned below:

- Second largest food producer after China
- Largest producer of cereals, milk, tea and pulses
- Second-largest producer of fruits (12.4%), vegetables (13.2%), rice and wheat
- Among the top five producers worldwide groundnuts, coffee, tobacco, spices, sugar and oilseeds, largest livestock population and third largest producer of fish

### Food Processing in India

The food processing industry is one of the key developing sectors in India and is amongst the largest in terms of production, consumption, export and growth prospects. The government has accorded the status of thrust sector to food processing industry and is incentivizing it with numerous fiscal benefits, to encourage commercialization and value addition to agricultural produce.



The industry comprises a wide range of segments with an array of products which may require primary, secondary or tertiary level of processing. The segments under the food processing industry include:

- Dairy products: Milk products contribute to nearly 17% of the country's total expenditure on food.
- Grain processing: On the export front, export of oil meals, oilseeds, minor oils (fats) and castor oil during the year 2007-08 reported at 62.6 lac tonnes.
- Meat and poultry processing: Annual production of meat and poultry is 4.3 million tonnes.
- Packaged foods: Size of packaged food industry was INR76.7 billion (USD 2 billion) during the year 2005-06.
- Beverages: Estimated market demand of 373 million cases a year.

India food processing industry statistics (2007-08)	
Total market size	INR3,386.5 billion
Domestic market	INR3,135.9 billion
Export market	INR250.6 billion
Growth rate (Y-O-Y)	18%
GDP contribution (2007)	6.3%
Employment	~13million directly, ~35 million indirectly
Source: <a href="http://www.imsme.org">www.imsme.org</a> , CII	

*With a market size of around INR3,386.5 billion (USD70 billion), the industry is on a growth trajectory and has achieved a growth rate of 18% in 2007-08 over 13% in 2006-07. According to the MOFPI, the industry is projected to grow at the rate of 20% by year 2015.*

Development of food parks is envisaged to spur growth in the food processing industry, providing common infrastructure, proximity to raw material, sales and distribution channels.

The Government has promoted food parks since the VIII Five Year Plan (1992-1997) to promote the food processing industry. Although 54 parks were approved in the plan, most of them are yet to be established. Only eight parks out of the total of 25 parks sanctioned in the X Five Year Plan (2002-2007) were established.

Major food parks in India				
Name of food park	Location	Size (acres)	Tenants	Year of establishment
KINFRA food processing park	Kakkancherry, Calicut, Kerala	60	Parison foods, Fosters foods, Merry Times Foods, Falcon Foods, Rime Rich, Central Warehousing Corp.	2003
Sudha Ras (Sankrail) Agri Bio Park Ltd.	Howrah (NH-6) Calcutta, West Bengal	50	Frito Lay (Pepsico India)	2006
Chordia food park	Shirwal, Satara district, 55km from Pune, Maharashtra	30	Chordia Food Products, Heinz Natco of UK, Capital Foods	2002
Western Agri Food Parks Ltd.	Shirwal, Satara district, Maharashtra	75	NA	2009
Source: Secondary sources				

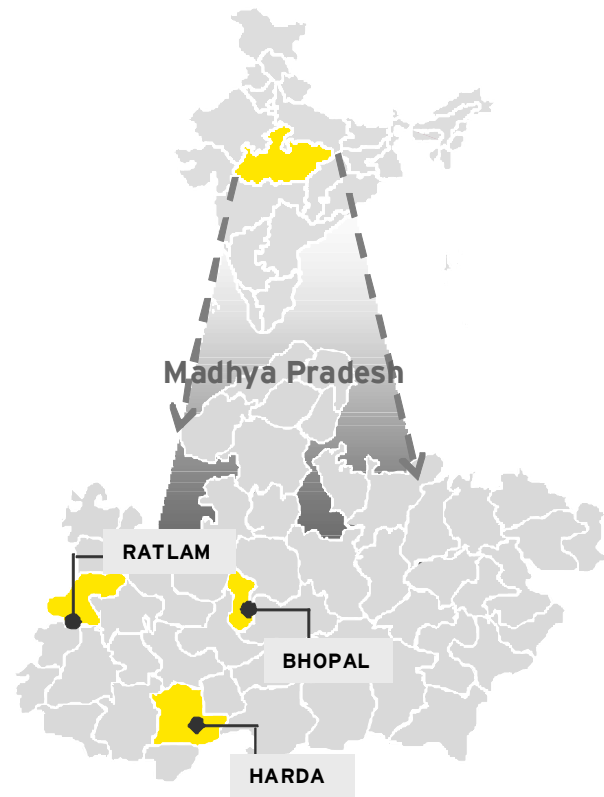
### 3. Agri-production and Food processing in Madhya Pradesh

Spread across an area of 308,000 sq km, MP is the second largest state of the country, constituting 9.4 per cent of the total geographical area. It is surrounded by the states of Rajasthan, Uttar Pradesh, Chhattisgarh, Maharashtra and Gujarat.

With a Net State Domestic Product (NSDP) of around INR475 billion (USD9.8 billion), Madhya Pradesh is the ninth largest economy in India.

#### Agriculture dominance

Madhya Pradesh is the fourth largest producer of agri-produce in India with the lowest consumption of fertilizer per hectare. The state has five crop zones, eleven agro climatic regions and four soil types, which add to the biodiversity in the state and make it favorable for the production of various crop types. Agriculture is predominant economic activity in the state, with 73% of rural population largely dependent on it. The agriculture sector forms almost one-third of the GSDP and forms the state's economy.



#### Food processing industry related development in the state

**Centre for perishable cargo at Indore Airport :** The project is being funded by Mandi Board to be operated by a private player.

**Irradiation centre at APMC, Indore -** estimated outlay of INR40 crores. Land has been allotted to Center for Advanced Technologies (CAT), for implementing the project..

**Special Marketing Zones** are being developed at Mhow for potato and Burhanpur for banana food park

**Modern whole-sale market at Bhopal:** Estimated outlay is approx INR44 crores. Tender for the construction works are being released.

**Food Park :** Food Park is being developed on 155 acres in Jabalpur

**Modern multi modal logistic hub at Powarkheda (** between Hoshangabad and Itarsi ) - estimated outlay of INR100 crores. Land has been acquired and tenders for construction of infrastructure under PPP are being released.

#### **4. Vision and objectives of the proposed Food Parks**

##### **Vision**

The M.P. State Agro Industries Development Corporation (MPSAIDC), a state nodal agency of Ministry of Horticulture & Food Processing Industries. MPSAIDC, under the XI Five Year Plan by Planning Commission (Government of India), intends to develop food parks at Ratlam, Bhopal and Harda in Madhya Pradesh under public-private partnership (PPP) basis with a view to maximise the return.

The proposed food parks have been conceptualized to harness the potential of food processing market, value and supply chains of food processing industry and its allied operations, with an objective to emerge as a prominent leader in this sector. This would enhance the competitiveness of the state and strengthen its position to meet the diverse requirements of the food processing sector.

It is envisaged that the proposed food park would be an integrated development accommodating units engaged in processing of diverse food products. It can draw significant benefits from its catchment by virtue of its proximity to a strong raw material base, connectivity advantages and other enabling infrastructure. The project aims to provide well developed infrastructure, access to advanced technology, research and development facilities, common facilities and other benefits typical to an integrated cluster development.

##### **Objectives**

The Government of Madhya Pradesh, Department of Horticulture & Food Processing Industries proposes to implement a scheme to establish Food Parks in the state with the following objectives:

- Provide state of the art infrastructure for food processing in the state of Madhya Pradesh on a pre identified cluster basis i.e. at Ratlam, Bhopal & Harda districts.
- Ensure value addition of agricultural commodities including poultry, dairy, fisheries etc.
- Establish a sustainable raw material supply chain for each cluster
- Facilitate induction of latest technology
- Foster interagency linkages for pooling of resources for activities complementary to food processing
- Quality assurance through better process control and capacity building
- Address issues of small farm size and small and medium nature of processing industries through a cluster approach with stakeholders managing the supply chain.

## 5. Site Overview

MPSAIDC intends to develop food parks at three location viz. Ratlam, Bhopal and Harda. The detail about the site is mentioned in ensuing part of the appendix.

### a. Bhopal

Bhopal the capital city of Madhya Pradesh, is located on the northern side of the Vindhya Mountains and is the second largest city in the state, after Indore. It is bounded by the districts of Guna to the north, Vidisha to the northeast, Raisen to the east and southeast, Sehore to the southwest and west, and Rajgarh to the northwest.

As the principal city of the region, it serves all towns and districts around, the nearest large city of Indore being about 180 km to west. The major regional road network comprises of NH 12 connecting Hosangabad and Narsingarh and a number of State Highways linking Indore, Sagar, and Jabalpur.

### Site Location

The proposed site for development of Food Park is spread on around 50 acres and is located at ‘Adampur chawni’ village, Bhopal district, central region of Madhya Pradesh. The proposed site is located approximately 15km from Bhopal city on Bhopal- Raisen Road (NH-86).

It is located approximately 15km from Bhopal city on Bhopal- Raisen Road (NH-86) and is accessible via an approximately 10 ft. wide village road connecting to the NH-86.

Distance of site from key landmarks (in kms)		
S. no	Location	Approximate distance
1	Transport Nagar Kokta	2-5
2	Proposed Slaughter house	2-5
3	Adampur Chhawni	1
4	Ghoda Pachad reservoir	1-2
7	Bhopal airport	25
8	Bhopal railway station	10-15
Source : Secondary research		



**Site Connectivity:**

Road connectivity: National Highways (NH)- 12 (Narsingharh – Hoshangabad), connects Bhopal to Jabalpur in the East and Jaipur in the West and National Highways (NH)- 86 (Indore – Raisen), connects Bhopal to Sagar in the East to Indore in the West. Four State Highways connect Bhopal to other prominent cities of Madhya Pradesh, including Bikisganj, Kolar, Bairasia and Vidisha.

Rail connectivity: Bhopal is well connected to important cities such as Delhi, Mumbai, Hyderabad, Chennai, Bangalore, Thiruvananthpuram, via its broad gauge railway line, which is part of the main North-South line of the country.

Air connectivity: The nearest domestic and international airport to the subject site is Raja Bhoj Airport. This airport is approximately 25 km from subject site. This airport provides connectivity to Mumbai, Indore, Delhi Gwalior, Guwahati, Goa, and Lucknow. The airport is currently undergoing expansion with addition of integrated international terminal which is expected to be completed by the year 2010.

Distance of site from key nodes (in kms)		
S. no	Location	Approximate distance
1	Bhopal	15
3	Ratlam	255
4	Indore	215
5	Mumbai	800
6	Nagpur	230
7	Vadodara	255
8	Delhi	755

Source : [www.mapsofindia.com](http://www.mapsofindia.com)

**Site Description**

The site has a flat topography with sparse vegetation in the form of scattered grass and a few hutments on it.



View of parcel of land



Sparse vegetation



### Site Neighborhood

The proposed site is surrounded predominantly by agricultural land. The eastern boundary of the site has High Tension (HT) lines passing through it. Ghodapachad reservoir and proposed slaughter house are present towards the north of the site and Transport Nagar lies to the west. There are warehouses, nursery, thresher plant and an engineering college situated to the south. The closest settlement is the Adampur Chawni village which is less than a kilometer from the site.

Google map showing the subject site at 'Adampur Chawni' village, in District Bhopal



Source: Google maps. Map not to scale

### Market Opportunity

The food park at Bhopal would primarily be dependent on the cluster for procuring the raw material or semi-processed food that would act as an input for the processing units in the food park. Its cluster comprises the districts of Bhopal, Sehore, Raisen, Vidhisha, Rajgarh, Guna, Dewas, Hoshangabad, Harda and Sagar which lie within an approximate radius of 200km from the site.

The proposed food park could accommodate primary, secondary and tertiary processing based on the availability of required raw materials and other critical success factors such as manpower and physical infrastructure.

A brief opportunity matrix for various components of food processing based on raw material availability is mentioned below:

<b>Opportunity assessment matrix- Bhopal food park</b>			
<b>Category</b>	<b>Type of units</b>	<b>Value added products</b>	<b>Overall opportunity</b>
<b>Fruits</b>	Primary & secondary processing	Juice, syrup (fruit concentrate), squash, pulp, puree, pectin, pastes, frozen dried mango, brined o slices, dry mango powder and animal feed preparation	Immediate term (all fruits)
	Tertiary processing	Flavour emulsions for milk shakes, watermelon seeds, watermelon seed oil, fruit flavoured toffee, fruit flavoured chocolate, ice-cream, jelly, murabba, tutty fruity, husk and husk powder, beverages, shakes , nectar, jam, pickles (chutney), canned slices, mango pappadums, starch from mango kernel, flavour emulsions for shakes and flavour paste for water products, fruity ethanol production, wine	Immediate term (Watermelon) Mid term (Mango, Guava, Sweet lime, Muskmelon, Lemon)
<b>Vegetables</b>	Primary & secondary processing	Dried, peeled, paste, dehydrated onion and fried	Immediate term (Green peas, Onion, Arbi)
	Tertiary processing	Frozen peas, ready to eat food, pickle,	Mid term (Green peas, Onion, Arbi)
<b>Spices</b>	Primary & secondary processing	Powder (ground spice), dried coriander seeds, Garlic paste, dehydrated garlic flakes	Immediate term (Coriander, Garlic)
	Tertiary processing	Ready to eat food (curry powder) and ready to eat food	Immediate term (Coriander) Mid term (Garlic)
<b>Food grains</b>	Primary & secondary processing	Polished and processed grains, powdered mixes, flour, cornmeal (ground dried maize), starch powder, canned	Immediate term
	Tertiary processing	Roasted forms, health food (sprouts) and cereal mixes, processed maize kernels, corn flakes, ready to eat food, popcorn, roasted dry snacks, soya bean milk, de-fatted soya flour and soya bean mixes	Mid term (Arhar/tur dal Maize, Jowar, Soya bean, Gram, Pulses)
<b>Poultry</b>	Milk	Sweetened condensed milk, milk powder, dairy whitener, ghee, khoya, malai, processed butter, butter, ice cream, milk based baby food, curd, cheese, flavoured milk, malted milk, pro biotic dairy products such as cheese, yogurt, cottage cheese etc. lactose and casein	Short term
	Meat	Frozen meat, sausages, meatballs, kababs, ham	Short term

### Development Plan

The subject food park is being developed to promote and encourage food processing sector by the state. However, this is proposed to be developed in private partnership. Hence, it is imperative for the development model to be attractive for all stakeholders and align to their objectives.

Based on various iterations, around 55% of the site has been allocated to the processing zone, 20% to open spaces and around 25% has been allocated to the support and common infrastructure facilities. However the final development plan would be based on the business plan of the developer. The processing zone of the park will be positioned to accommodate various industries involved in diverse value chain of food processing and necessary infrastructure to support the units in the park.

Area zoning ( <i>Indicative</i> )	Area in acres
<b>Processing zone</b>	<b>~ 28</b>
Plots	~ 26
Utilities	~ 02
<i>Electrical transmission / substation (building for DG sets)</i>	
<i>Effluent Treatment Plant</i>	
<i>Water Sump</i>	
<b>Common infrastructure zone</b>	<b>~ 7</b>
Industrial infrastructure	~ 02
Logistics zone	~ 05
<i>Warehouse &amp; distribution centre</i>	
<i>Cold storage</i>	
<b>Support infrastructure</b>	~ 5
<i>Residential (including car park)</i>	
<i>Commercial (including car park)</i>	
<b>Open area</b>	<b>~ 10</b>
<b>Total</b>	<b>~ 50</b>

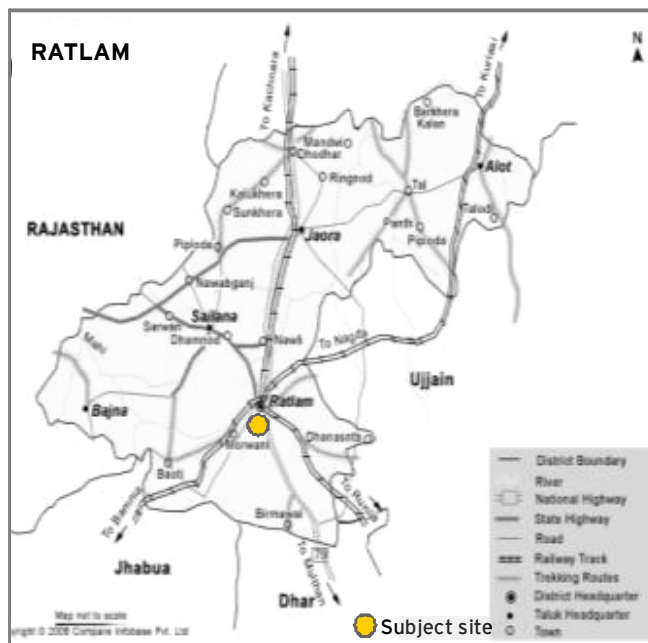
## b. Ratlam

Ratlam is situated in Malwa region in the north west part of Madhya Pradesh and is one of the important districts of the state.

It is bound by Mandsaur district in north, Jhabua and Dhar on the south, Ujjain on the east, Chhitorgarh and Banswara district of Rajasthan on the west, Shajapur District of Madhya Pradesh and Jhalawar District of Rajasthan on the North.

### Site Location

The proposed site for Food Park is located at 'Karmadi' village, Ratlam District, north-west region of Madhya Pradesh. The proposed site is located approximately 5km from Ratlam city, which is also the district headquarter.



Distance between key cities and proposed food park site		
S. no	Location	Approximate distance (in km)
1	Indore	~ 110
2	Bhopal	~ 250
3	Mumbai	~ 520
4	Ahmedabad	~ 250

Distance between key landmarks of Ratlam city and proposed food park site		
S. no	Location	Approximate distance (in km)
1	Airport- Indore	~ 110
2	Railway station	~ 7
3	ICD- Indore	~ 110
4	Port- JNPT	~ 550

### Site Connectivity

**Road connectivity:** The subject site is currently serviced by Ratlam-Jhabua state highway 39A (SH 39A), which connects the subject site to Ratlam city and further to the Ajmer-Dhar National Highway 79 (NH 79) which is about 4km from the subject site.

**Rail connectivity:** The subject site is situated approximately 7km from the Ratlam railway station which is a major junction on Indian Railways network and is connected to Mumbai, Delhi, Ajmer and Khandwa. In addition the rail network is well connected to Kandla and JNPT ports.

Airport: The nearest domestic and international airport to the subject site is Devi Ahilyabai Holkar international airport at Indore which is approximately 110 km away. This airport is well connected to major domestic destinations of the country

Seaport: Kandla Port is the nearest seaport to the subject site which is approximately 625km from it. The Jawaharlal Nehru Port which is India's gateway port for containerized cargo is about 550km from the subject site.

### Site Description

The subject site admeasures around 80.25 acres. The subject site is not a contiguous parcel of land and is trifurcated by Ratlam-Jhabua road (SH 39A) and private land. The three land parcels admeasure 73.14, 3.45 and 3.16 acres respectively. The physical boundaries and topography would be confirmed through appropriate land surveys.

The subject site has sparse trees /vegetation, but currently is being cultivated by local villagers.



Land parcel adjoining the power sub station



Land parcel adjoining the lake and stream



State highway SH39A connecting the site



View of village road along the subject site

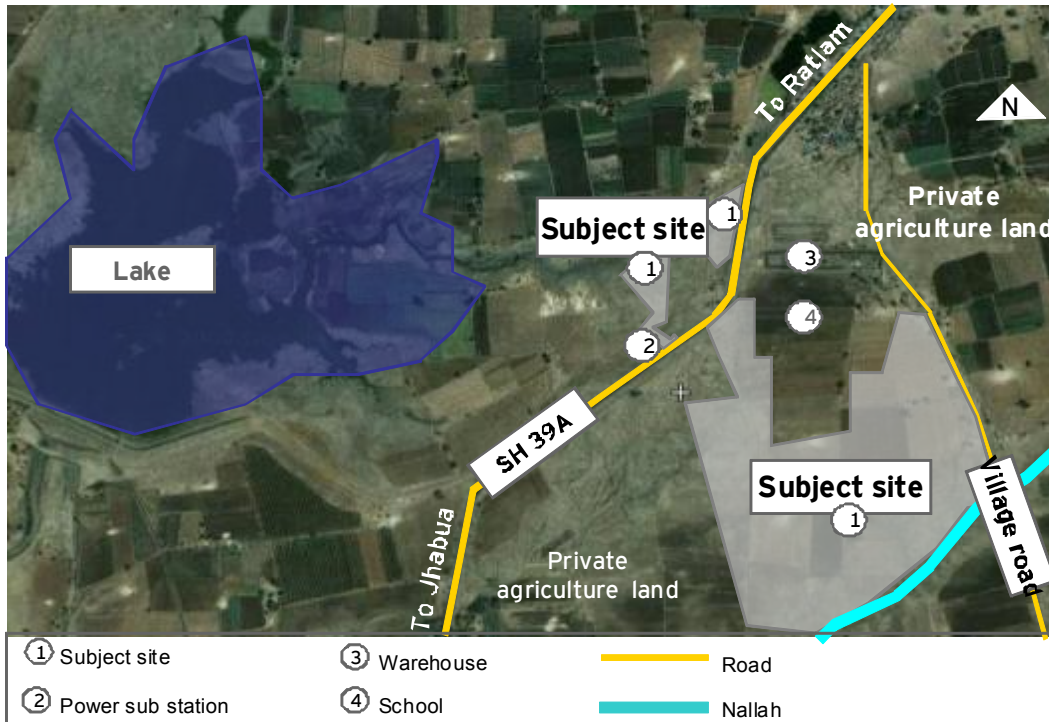


View of the largest land parcel of the subject site

### Site Neighborhood

The proposed site is situated along Ratlam-Jhabua road. It is surrounded predominantly by agricultural land and a lake. There is a warehouse and a school situated along the northern boundary of the subject site. A power sub station also exists adjacent to the site. The closest settlement is the Karmadi village which is less than a kilometer away.

Google map showing the subject site and it's neighbourhood



Source: Google maps, map not to scale

### Market Opportunity

The food park at Ratlam would primarily be dependent on the cluster for procuring the raw material or semi-processed food that would act as an input for the processing units in the food park. Its cluster comprises the districts of Ratlam, Jhabua, Neemuch, Mandsaur, Dhar, Ujjain, Khargone, Barwani and Shajapur which lie within an approximate radius of 200km from the site.

The proposed food park could accommodate primary, secondary and tertiary processing based on the availability of required raw materials and other critical success factors such as manpower and physical infrastructure.

A brief opportunity matrix for various components of food processing based on raw material availability is mentioned below:

Opportunity assessment matrix- Ratlam food park			
Category	Type of units	Value added products	Overall opportunity
Fruits	Primary & secondary processing	Juice, syrup (fruit concentrate), squash, pulp, puree, pectin, pastes, frozen dried mango, brined o slices, dry mango powder, nectar, sorbet, concentrate, crush, pastes, canned slices and animal feed preparation	Immediate term (all fruits)
	Tertiary processing	Wine, pickles, frozen lemon slices, citric acid, pectin lemon slices, dry flavored powder, ingredient for lemon tea (dried lemon peels), essential oils and oil blend, flavour emulsions for milk shakes, raisins fruit flavoured toffee, fruit flavoured chocolate, ice-cream, jelly, starch from mango kernel, flavour emulsions for shakes and flavour paste for water products, fruity ethanol production, banana chips, banana jam and banana jelly, banana vinegar, sweet banana puree, coat banana and emulsions for shakes	Immediate term (Lemon, sweet lime, grapes) Mid term (Watermelon, muskmelon, Mango, Guava, Banana)
Vegetables	Primary & secondary processing	Dried, peeled, paste, dehydrated onion and fried	Immediate term (Green peas, Onion, Potato)
	Tertiary processing	Frozen peas, ready to eat food, onion pickle, Potato chips, potato wafers, frozen food, ready to eat food, snacks and french fries	Immediate term (Potato) Mid term (Green peas, Onion)
Spices	Primary, secondary and tertiary processing	Powder (ground spice), dried coriander seeds, Garlic paste, dehydrated garlic flakes, ready to eat food (curry powder) and ready to eat food	Immediate term (Coriander, Garlic)
Food grains	Primary & secondary processing	Polished and processed grains, powdered mixes, flour, cornmeal (ground dried maize), starch powder, canned	Immediate term
	Tertiary processing	Roasted forms, health food (sprouts) and cereal mixes, processed maize kernels, corn flakes, ready to eat food, popcorn, roasted dry snacks, soya bean milk, de-fatted soya flour and soya bean mixes	Mid term (Bajra, Arhar/tur dal, Maize, Jowar, Soya bean, Gram, Pulses)
Poultry	Milk	Sweetened condensed milk, milk powder, dairy whitener, ghee, khoya, malai, processed butter, butter, ice cream, milk based baby food, curd, cheese, flavoured milk, malted milk, pro biotic dairy products such as cheese, yogurt, cottage cheese etc. lactose and casein	Mid term
	Meat	Frozen meat, sausages, meatballs, kababs, ham	Mid term

**Development Plan (*Indicative*)**

The subject food park is being developed to promote and encourage food processing sector by the state. However, this is proposed to be developed in private partnership. Hence, it is imperative for the development model to be attractive for all stakeholders and align to their objectives.

Based on various iterations, around 55% of the site has been allocated to the processing zone, 20% to open spaces and around 25% has been allocated to the support and common infrastructure facilities. The processing zone of the park will be positioned to accommodate various industries involved in diverse value chain of food processing and necessary infrastructure to support the units in the park.

<b>Area zoning</b>	<b>Area in acres</b>
<b>Processing zone</b>	<b>~ 45</b>
Plots	~ 42
Utilities	~ 03
<i>Electrical transmission / substation (building for DG sets)</i>	
<i>Effluent Treatment Plant</i>	
<i>Water Sump</i>	
<b>Common infrastructure zone</b>	<b>~ 12</b>
Industrial infrastructure	~ 05
Logistics zone	~ 6.5
<i>Warehouse &amp; distribution centre</i>	~3.5
<i>Cold storage</i>	~ 3
Support infrastructure	~ 1
<b>Support infrastructure zone</b>	<b>~ 6.5</b>
<i>Residential</i>	~ 5.5
<i>Commercial</i>	~ 1
<b>Open yard</b>	<b>~ 16.5</b>
<b>Total Area</b>	<b>~ 80</b>

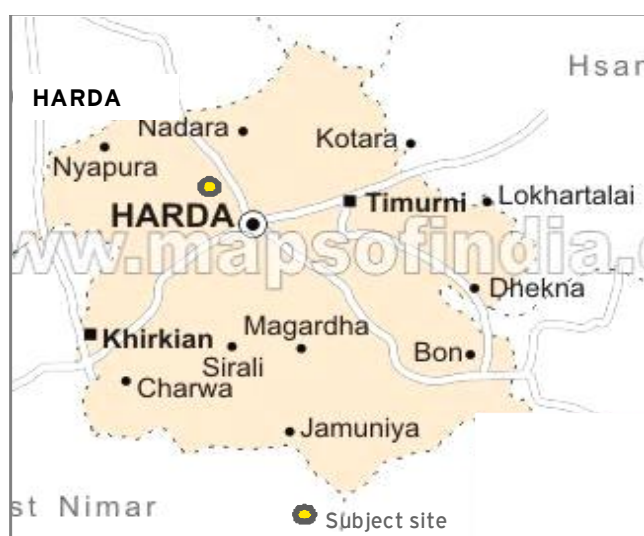
### c. Harda

Harda district lies in the central Narmada valley and is equidistant from both Indore and Bhopal. It is bound by Sehore district in north, Hoshangabad district on east, Betul and East Nimar district in the south. It is also connected by rail with all other major cities of the state.

#### Site Location

The proposed site for the food park is located at ‘Anjana Saraiyat’ village, Harda district, south west region of Madhya Pradesh. The proposed site is located approximately 18-20 km from Harda city, which is also the district headquarter.

Distance between key cities and proposed food park site (in km)		
S. no	Location	Approximate distance
1	Indore	130
2	Bhopal	115
3	Mumbai	560
4	Ahmedabad	460
5	New Delhi	700
6	Nagpur	250



#### Site Connectivity

**Road connectivity:** The subject site is currently approached by village road from the western side which connects it to Indore-Nagpur National Highway 59A (NH 59A). Through NH 59A the subject site is connected to Harda city and further to commercial centres like Indore and to Nagpur.

**Rail connectivity:** The subject site is situated at approximately 22 km from Harda railway station, which is the nearest available railhead. Harda railway station is on Mumbai-Howrah rail line.

**Airport:** The nearest airport to the subject site is in Bhopal and is at around 170 km from Harda city. This airport is well connected to major domestic destinations of the country.

Distance between key landmarks of Harda city and proposed food park site (in kms)		
S. no	Location	Approximate distance
1	Airport – Bhopal	170
2	Railway station – Harda	22
3	ICD- Indore	130
4	Port- JNPT	650

Seaport: Jawaharlal Nehru Port at Navi Mumbai which is India's gateway port for containerised cargo is about 650 kilometres from the subject site.

### **Site Description**

The proposed site is situated 18-20 kilometres from Harda city. The site is surrounded mostly by hilly terrain and fallow land. The closest settlement is the 'Anjanas Saraiyat' village which is approximately a kilometre away from the site.

The subject site is accessed from Harda city through a district/village road for about 10km and then via National Highway 59A (NH 59A).



View of sloping topography of the site



View of vegetation in the site



View of fallow land surrounding the site



View of approach road to the site

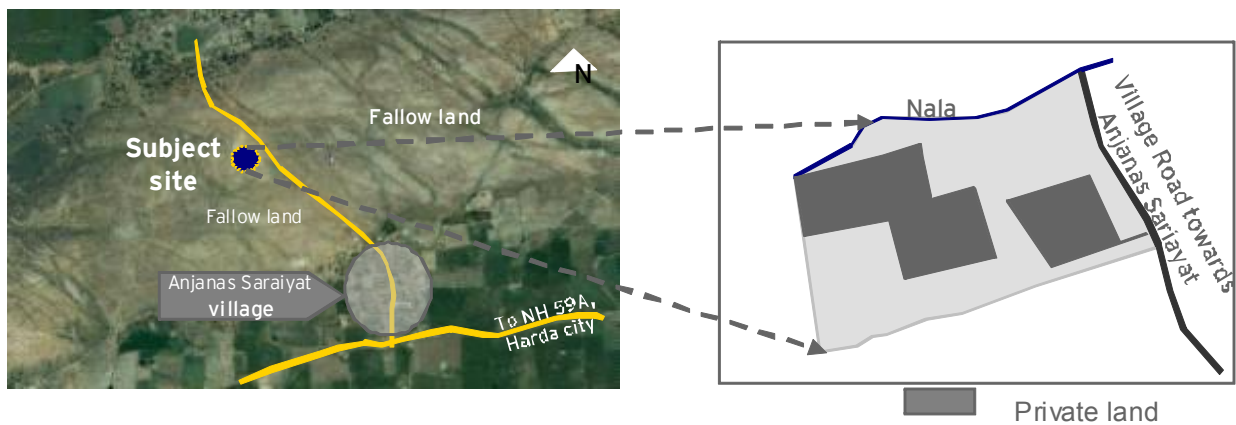


View of the site

### Site Neighbourhood

The subject site admeasures around 60 acres and is situated on a hilly terrain with undulating topography and is surrounded by fallow land. The physical boundaries and topography of the site is to be confirmed through appropriate land surveys. The subject site has sparse trees /vegetation and is currently a fallow land.

#### Google map showing the subject site and it's neighborhood



Source: Google maps, EY research; Map not to scale

### Market Opportunity

The food park at Harda would primarily be dependent on its cluster for procuring the raw material or semi-processed food that would act as an input for the processing units in the food park. Its cluster comprises the districts of Harda, Khandwa, Burhanpur, Hoshangabad, Betul, Sehore, Dewas, Raisen, Chindwara and Narsinghpur. which lie within an approximate radius of 200km from the site.

The proposed food park could accommodate primary, secondary and tertiary processing based on the availability of required raw materials and other critical success factors such as manpower and physical infrastructure.

A brief opportunity matrix for various components of food processing based on raw material availability is mentioned below:

<b>Opportunity assessment matrix- Harda food park</b>			
<b>Category</b>	<b>Type of units</b>	<b>Value added products</b>	<b>Overall opportunity</b>
<b>Fruits</b>	Primary & secondary processing	Juice, syrup (fruit concentrate), squash, pulp, puree, pectin, pastes, frozen dried mango, brined o slices, dry mango powder, watermelon seeds and animal feed preparation	Immediate term (all fruits)
	Tertiary processing	Flavour emulsions for milk shakes, banana chips, watermelon seed oil, fruit flavoured toffee, fruit flavoured chocolate, ice-cream, jelly, murabba, dried orange rind, tutty fruity, husk and husk powder, beverages, banana jelly, banana vinegar, shakes , nectar, jam, marmalade, beverages juice, sorbet, syrup and concentrates, pickles (chutney), canned slices, mango pappadums, starch from mango kernel, flavour emulsions for shakes and flavour paste for water products, fruity ethanol production	Immediate term (Orange, Watermelon, Banana) Mid term (Mango, Guava, Lemon, Sweetlime, Muskmelon)
<b>Vegetables</b>	Primary & secondary processing	Dried, peeled, paste, dehydrated onion and fried	Immediate term (cabbage, cauliflower)
	Tertiary processing	Frozen peas, ready to eat food, pickle	Mid term (Green peas, Onion, Arbi)
<b>Spices</b>	Primary & secondary, tertiary processing	Powder (ground spice), dried coriander seeds, garlic paste, dehydrated garlic flakes, ready to eat food (curry powder) and ready to eat food	Immediate term (Garlic)
<b>Food grains</b>	Primary & secondary processing	Polished and processed grains, powdered mixes, flour, cornmeal (ground dried maize), starch powder, canned, flour	Immediate term (Arhar/ tur dal, sugarcane)
	Tertiary processing	Sugar, jaggery, juice, roasted forms, health food (sprouts) and cereal mixes, processed maize kernels, corn flakes, ready to eat food, popcorn, roasted dry snacks, processed soya bean, soya bean milk, de-fatted soya flour and soya bean mixes	Immediate term (sugarcane) Mid term (Maize, Jowar, Pulses, soyabean, gram)

### **Development Plan (*Indicative*)**

The subject food park is being developed to promote and encourage food processing sector by the state. However, this is proposed to be developed in private partnership. Hence, it is imperative for the development model to be attractive for all stakeholders and align to their objectives.

Based on various iterations, around 55% of the site has been allocated to the processing zone, 20% to open spaces and around 25% has been allocated to the support and common infrastructure facilities. However the final development plan would be based on the business plan of the developer. The processing zone of the park will be positioned to accommodate various industries involved in diverse value chain of food processing and necessary infrastructure to support the units in the park.

<b>Area zoning</b>	<b>Area in acres</b>
<b>Processing zone</b>	<b>~ 33</b>
Plots	~ 31
Utilities	~ 2
<i>Electrical transmission / substation (building for DG sets)</i>	
<i>Effluent Treatment Plant</i>	
<i>Water Sump</i>	
<b>Common infrastructure</b>	<b>~ 9</b>
Industrial infrastructure	~ 4
Logistics zone	~ 4
Open yard	~ 1
Support infrastructure	
<b>Support infrastructure</b>	<b>~ 6</b>
<i>Residential</i>	~ 5
<i>Commercial</i>	~ 1
<b>Open Area</b>	<b>~ 12</b>
<b>Total Area</b>	<b>60</b>