

TAMIL NADU CIVIL SUPPLIES CORPORATION,

No. 12, THAMBUSAMY ROAD, KILPAUK, CHENNAI – 600 010



E-TENDER REFERENCE NO ME5/50609/21 dated 06.03.2023

E-TENDER FOR SELECTION OF PRIVATE PLAYER FOR SETTING UP OF 200 MT/DAY MODERN RICE MILL IN THENI DISTRICT AND OPERATE FOR A PERIOD OF 10 YEARS ON PADDY PROCESSING AGREEMENT BASIS

Date of Release of Tender	07.03.2023
Prebid Meeting	17.03.2023 at 11.30 AM
Last Date for Submission of Bid	10.04.2023 before 03.00 PM
Date of Opening of Bid	11.04.2023 at 03.30 PM

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IMPORTANT NOTICE

This tender procedure is governed by the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tender Rules, 2000 as amended from time to time. In case of any conflict between the terms and conditions in the tender document and the Tamil Nadu Transparency in Tenders Act, 1998 and The Tamil Nadu Transparency in Tender Rules, 2000 the Act and Rules shall prevail.

DISCLAIMER

The information contained in this tender document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of TNCSC or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this tender document and such other terms and conditions subject to which such information is provided.

This tender document is not an agreement and is neither an offer nor invitation by TNCSC to the prospective Bidders or any other person. The purpose of this tender document is to provide interested parties with information that may be useful to them in the formulation of their Bids for qualification and in making their financial offers. This tender document includes statements, which reflect various assumptions and assessments arrived at by TNCSC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.

This tender document may not be appropriate for all persons, and it is not possible for TNCSC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this tender document. The assumptions, assessments, statements and information contained in this tender document may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this tender document and obtain independent advice from appropriate sources.

Information provided in this tender document to the Bidder(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. TNCSC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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TNCSC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this tender document. TNCSC 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 tender document.

The issue of this tender document does not imply that TNCSC is bound to select or to appoint a Private Player, as the case may be, for the Project and TNCSC reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

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

1. PREAMBLE

Tamil Nadu Civil Supplies Corporation, popularly known as “TNCSC”, a State-owned Public-Sector Company, is involved in procurement of paddy directly from the farmers through Direct Purchase Centres (DPCs) under decentralized procurement system and undertakes hulling and supply of rice to Public Distribution System (PDS).

TNCSC procures around 40,00,000 MT of paddy annually and hulls it through its own Rice Mills and hulling agents. Since harvesting season quite often encounters with cyclones accompanied by heavy rains, mainly in Kuruvai season, the moisture level of paddy is high requiring post-harvest drying facility. However, the Rice Mills of TNCSC as well as hulling agents are not equipped with proper drying and storage facilities. This results in large scale spoilage of paddy besides deterioration of quality of rice and bye products.

In this context, the Hon’ble Minister for Food and Civil Supplies & Consumer Protection and Price Control, Government of Tamil Nadu during demands for grants in the State Assembly has announced that TNCSC will take necessary measures to save the paddy from spoilage and improve the quality of rice being supplied to PDS.

Accordingly, TNCSC proposes to involve a Private Player for setting up a 200 TPD integrated Modern Rice Mill with post-harvest dryer, modern storage facilities, etc. and operate for a period of 10 years on Paddy Processing Agreement (PPA) basis in Theni District.

In this context, TNCSC invites sealed tenders from eligible Private Players under “Two Cover System” for setting up of 200 TPD Modern Rice Mills in Theni District and operate for a period of 10 years on PPA basis through transparent bidding process. The Tender notification has been published fixing the date of opening of tender as 11.04.2023.

2. SCOPE OF WORK

The scope of work to be carried out by the successful bidder shall be as follows:

a. Implementation Phase

- i. Setting up of integrated rice mill in the taluks specified by TNCSC with the following facilities:

1. Mandatory Facilities

- ✓ Post-harvest dryer - 300 MT/Day
- ✓ Parboiling unit - 10 MT/hour
- ✓ Milling unit - 200 MT/Day of paddy
- ✓ Modern storage facilities for paddy viz. silos / warehouse of capacity of 24,000 MTs.
- ✓ Automatic rice packing system
- ✓ Warehouse / silo to store 1500 MT of rice
- ✓ Conveyors to move the rice bags to lorries

2. Optional facilities

- ✓ Husk-based co-generation power plant / solar power plant
- ✓ Providing dormitory facilities for workers

ii. **Creation of infrastructure at Direct Purchase Centres (DPCs)** - 10 DPCs will be allotted by TNCSC on exclusive basis within 50 km radius of the mill. The capacity of DPCs will typically be 100 MT/day. The selected bidder shall create the following infrastructures at each DPC to handle 100 MT/day:

- ✓ Conveyor system
- ✓ Destoner & Pre-cleaner
- ✓ Mobile paddy testing lab
- ✓ Weighing scale
- ✓ Pneumatic pump
- ✓ Bulk carriers to move the paddy from DPCs to the Rice Mill

b. Operational Phase

- i. Operation and maintenance of DPC comprising of destoning & pre-cleaning, moisture testing, weighing and loading to truck by deploying adequate manpower. All required support infrastructures, utilities, consumables etc. are to be arranged by the bidder.
- ii. Operation & maintenance of the mill and storage facilities.
- iii. Collection of paddy from TNCSC at DPCs.
- iv. Transportation of paddy from DPCs to mill.

- v. Drying of paddy using post-harvest dryers.
- vi. Storing of dried paddy in the silos / modern warehouses.
- vii. Hulling of paddy and production of rice as per the quality specifications fixed by TNCSC.
- viii. Packing of rice in 5 kg, 10 kg, 15 kg, 25 kg, 35 kg and 50 kg bags as stipulated by TNCSC.
- ix. Loading and transportation of rice bags to the godowns specified by TNCSC within 50 km radius of the mill location.
- x. TNCSC shall pay the applicable transportation charges for movement of paddy from DPCs to mill and movement of rice from mill to godowns as per the schedule of rates approved by the State Level Committee (SLC) based on the guidelines of Government of India.

3. GENERAL CONDITIONS FOR SETTING UP OF RICE MILL AND OTHER INFRASTRUCTURE

- a. The rice mill machinery shall be brand new, whether it is imported or indigenous. Second hand machinery will not be permitted.
- b. All the plant & machinery and equipments shall be acquired from reputed manufacturers and the manufacturer should have proven track record in supplying machineries for 200 TPD rice mills in India.
- c. The manufacturer should have supplied plant & machinery for at least three 200 TPD rice mills in India and the same should be in operation.
- d. In case of imported machinery, the manufacturer shall have his own marketing office/ authorized dealers and after sales service support in India and the same should be in existence for one year as on the date of opening of tender.
- e. The bidder shall submit the complete details of plant & machinery along with capacity and make / manufacturer.
- f. All the machineries should have food grade certification.

- g. The successful bidder should strictly comply with all the above conditions i.e. clause 3(a) to 3(f)
- h. **Prior approval from TNCSC:** The bidder shall obtain the following approvals from TNCSC in compliance with the timeline stipulated in clause 28:
 - i. Master plan for the mill including mandatory and optional infrastructure
 - ii. Detailed building plan of factory building, warehouse, admin office, etc.
 - iii. Complete list of plant & machinery along with capacity, make / manufacturer involved in post-harvest drying, silos, rice mill, DPC infrastructure etc.
 - iv. Capacity balancing of various sections for 200 TPD of paddy processing
- i. TNCSC on best effort basis will try to give approval within 15 days from the date of submission of complete details.
- j. The bidder shall comply with the approved plan.

4. ROLES AND RESPONSIBILITIES OF THE BIDDER

- a. Purchase / enter into long term irrevocable lease for at least 25 years of minimum 10 acres of land for establishing the integrated Modern Rice Mill with storage and other supporting infrastructures. The location has to be within the taluks specified by TNCSC. The location shall have access to railway line for easy movement of paddy and rice.
- b. Submission of master plan along with detailed drawings, list of plant & machineries and stage wise implementation schedule.
- c. Obtaining of statutory approvals from competent authorities required for establishment and operation of the mill.
- d. Creation of infrastructure as per the scope of work described in clause 2.
- e. **Trial Run** - Demonstrate the capacity of machineries installed prior to commencement of commercial operation to TNCSC or its authorized representatives
- f. Undertake operation and maintenance of DPC infrastructure, mill and storage facilities.

- g. The bidder shall keep adequate quantity of paddy in silos / warehouse to operate the mill round the year subject to supply of paddy by TNCSC.
- h. The paddy taken up for storage should be dried within 24 hours of collection at the DPC.
- i. The bidder shall hand over 68% of head rice to TNCSC on weight by weight basis for the quantity of paddy supplied as per the norms of Food Corporation of India (FCI). Any change in FCI norms pertaining to Head Rice yield will be automatically made applicable. The Head Rice yield is based on 17% moisture level of paddy at the DPCs. If Government of Tamil Nadu permits purchase of paddy beyond 17% moisture level, the Head Rice yield shall be computed as below:

Moisture Level	Head Rice Yield
17%	68.00%
18%	67.25%
19%	66.50%
20%	65.75%
21%	65.00%

- j. The quality specifications of the head rice to be handed over by the bidder to TNCSC shall be as follows:

S. No	Refraction	Maximum limit (%)	
		Grade A	Common
1.	Brokens*	16.0	16.0
2.	Foreign matter** (organic + in organic)	0.5	0.5
3.	Damaged#/ Slightly damaged grains	4.0	4.0
4.	Broken discoloured grains	5.0	5.0
5.	Red grains	3.0	3.0
6.	Admixture of lower class	6.0	-
7.	Dehusked grains	13.0	13.0
8.	Moisture content***	14.0	14.0

Note:

* Including 1% small broken

** Not more than 0.25% by weight shall be mineral matter and not more than 0.10% by weight shall be impurities of animal origin

including pin point damaged grains

- k. The above quality specifications in clause 4(j) are subject to change from time to time as per the guidelines of FCI / Government of India. TNCSC in its own discretion may prescribe incentive for the rice delivered at higher quality specifications.
- l. The head rice not complying with the quality standards will be rejected and penalty as specified in clause 33 will be levied.
- m. The by-products viz. husk, rice bran and broken rice shall be available to the bidder for sale in the open market.
- n. The hulled rice shall be packed in 5 kg, 10 kg, 15 kg, 25 kg, 35kg and 50kg bags as specified by TNCSC from time to time.
- o. The packed rice has to be delivered once in every 10 days at the godowns specified by TNCSC within 50km radius of the mill location.
- p. The Bidder should purchase and maintain insurance for the paddy stored in silos / warehouse & rice including the project facilities.
- q. The bidder is not permitted to avail any credit facility on paddy and rice. To this effect, the bidder shall create charges on the paddy and rice at the DPC and Rice mill premises in favour of TNCSC.
- r. The bidder should submit to TNCSC on daily basis the following:
- Quantity of paddy collected at DPCs
 - Quantity of paddy dried and stored in silos / warehouse
 - Quantity of paddy directly used for hulling
 - Quantity of head rice produced
 - Quantity of head rice deposited at godowns
 - Month wise cumulative data (starting from 1st of every month)

5. ROLES AND RESPONSIBILITIES OF TNCSC

a. Implementation Period

- i. Allotment of 10 DPCs within 50 km radius of the mill location.
- ii. Review and approval of master plan and infrastructures proposed in the Rice mill and DPCs.
- iii. Facilitation for obtaining statutory approvals.

- iv. Appointment of Project Management Consultant (PMC) – TNCSC shall appoint a PMC to monitor the progress of the implementation and ensure timely completion of the project. The bidder shall provide all the details connected with the project as required by the PMC within 7 days' time from the date of request.

b. Operational Period

- i. Arranging of land for locating infrastructures at DPCs. TNCSC shall have the right to change the location of DPC within 50 Km radius from season to season based on the availability of paddy.
- ii. Supply of paddy at the DPCs.
- iii. Intimating the date of commencement of procurement at DPCs atleast 15 days in advance. The Kharif Market Season (KMS) will usually commence on the 1st of October every year.
- iv. TNCSC shall take every effort to supply 48,000 MT of paddy in a year. However, on mutually agreed terms the quantity shall be increased subject to availability of paddy and production capacity of the mill.
- v. If there is any shortfall in supply of paddy in a particular year due to poor rainfall, agro climatic conditions or such other reasons, TNCSC will try to compensate the shortfall in the subsequent years. Any backlog at the end of the Agreement period shall be compensated by extending the Agreement period. Further, TNCSC at its discretion shall permit the bidder to make up the unsupplied quantity through Private Procurement for which no service charges shall be paid by TNCSC.
- vi. Earmarking of rice storage godowns within 50 km radius of the mill location for depositing the rice.
- vii. Ensuring that the notified rice godowns has the capacity to store the rice. If TNCSC is not in a position to provide the godown space for storage of rice, the bidder will be paid a storage rental of ₹10.00 per ton of rice per day.
- viii. Processing and remitting of applicable service charges to the bidder.
- ix. Payment of transportation charges for movement of paddy from DPCs to mill and movement of rice from mill to godowns as per the schedule of rates approved by the State Level Committee (SLC) based on the guidelines of Government of India.

- x. If the distance to any DPC or rice storage godown is beyond 50kms from the mill, TNCSC will pay the charges for additional distance as per the schedule of rates.

6. QUALIFICATION CRITERIA

Clause	Qualification Criteria	Supporting Documents/Remarks
a.	<p>i. The single bidder should be a registered legal entity in India and should be in existence for the past three years as on 31st March 2022</p>	<p>(i) In case of Private / Public Limited Companies,</p> <ul style="list-style-type: none"> • Copy of Incorporation Certificate issued by the Registrar of Companies • Copy of Memorandum and Articles of Association <p>(ii) In case of Partnership Firm,</p> <ul style="list-style-type: none"> • Copy of Registered Partnership Deed <p>(iii) In case of Proprietorship Firm,</p> <ul style="list-style-type: none"> • Copy of GST Registration Certificate
	<p>ii. In case of Consortium of bidders:</p> <p>a) Consortium of Bids is allowed with maximum of 3 partners</p> <p>b) One of the partners shall be designated as Prime Bidder</p> <p>c) Each partner of the Consortium should be a registered legal entity in India and should be in existence for the past three years as on 31st March 2022</p> <p>d) No partner of the Consortium should bid individually or be a partner of another Consortium</p>	<p>(i) The Consortium partners individually should submit the following:</p> <p>a. In case of Private / Public Limited Companies,</p> <ul style="list-style-type: none"> • Copy of Incorporation Certificate issued by the Registrar of Companies • Copy of Memorandum and Articles of Association <p>b. In case of Partnership Firm,</p> <ul style="list-style-type: none"> • Copy of Registered Partnership Deed <p>c. In case of Proprietorship Firm,</p> <ul style="list-style-type: none"> • Copy of GST Registration Certificate <p>(ii) The original Consortium Agreement should be submitted. The Consortium Agreement shall contain statement that all partners of the consortium shall be liable jointly and severally for the</p>

		<p>execution of the contract in accordance with the contract terms</p> <p>(iii) Joint Bidding Agreement as per Annexure - X</p>
b.	<p>The single bidder/ any one of the consortium partner should have minimum 3 years of experience (as on 31st March 2022) in the business of handling food grains / agro commodities.</p>	<p>(i) GST Registration Certificate</p> <p>(ii) Annual GST Returns for the last 3 years i.e. FY2019-20, FY2020-21, FY2021-22</p>
c.	<p>i. The single bidder should have reported an Average Annual Turnover* of at least Rs.50 Crores in the last three consecutive financial years i.e. 2018-19, 2019-20 and 2020-21 (or) 2019-20, 2020-21 and 2021-22</p> <p>ii. In case of Consortium Bidders:</p> <p>All the bidders of consortium collectively should have reported an average Annual Turnover* of at least of at least Rs.50 Crores in the last three consecutive financial years i.e. 2018-19, 2019-20 and 2020-21 (or) 2019-20, 2020-21 and 2021-22</p>	<p>(i) The average annual turnover statement duly certified by Chartered Accountant with UDIN as per Annexure III</p> <p>(ii) The Annual Report / certified copies of Balance Sheet, Profit & Loss statement for the last 3 consecutive financial years</p>
d.	<p>The single bidder / all the bidders of consortium collectively should have reported a positive networth** of atleast Rs.10.00 crores as on the date of publication of the tender notice.</p>	<p>Net worth certificate duly certified by Chartered Accountant with UDIN as per Annexure IV</p>
e.	<p>The single bidder / any one of the consortium partner should have successfully handled an average</p>	<p>Chartered Accountant certificate with UDIN indicating the quantity of food grains</p>

	of 2,500 MT/annum of food grains / agro commodities in the last 3 years as on 31 st March 2022	handled along with the name of clients and address for the last 3 years
f.	The single bidder / any of the consortium partners should not have been blacklisted*** by Central Government, any State Government, a Statutory Body, any Public Sector Undertaking, Banks or Financial Institutions and declared as NPA by Banks or Financial Institutions as on the date of tender opening.	(i) The declaration form as per Annexure V should be enclosed. In case of consortium, each partner should submit a separate declaration form. (ii) Further, if the bidder is found blacklisted in India before the award of contract by any Government Agency / Quasi Government Agency / PSU, the bid will be rejected
g.	The single bidder / any one of the consortium partner should own / entered into a registered sale agreement for purchase / 25 years long term lease of minimum 10 acres of land in Theni District.	(i) In case of own land <ul style="list-style-type: none"> • Sale Deed • Patta • FMB (ii) For Others cases <ul style="list-style-type: none"> • Registered sale agreement for purchase / long term lease • Patta • FMB
h.	<p>In computing the Turnover, Net Worth and Experience in Handling Food Grains of the Bidder /Consortium Members under Clauses 6(c), 6(d) and 6(e), the Experience of their respective Associates would also be eligible hereunder:</p> <p>For purposes of this tender, Associate means, in relation to the Bidder /Consortium member, a person who controls, is controlled by, or is under the common control with such Bidder / Consortium member. As used in this definition, the expression “control” means, with respect to a legal entity 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 legal entity which is not a company or corporation, the power to direct the management and policies of such person by operation of law. It is clarified that a certificate from the Statutory Auditor who audits the book of accounts or the Company Secretary of the Bidder or the Consortium Member should be provided to demonstrate that a person is an Associate of the Bidder or the Consortium as the case may be.</p>	

* For the purposes of this tender, turnover (the “Turnover”) shall mean the gross sales of the company, and does not include other related income and non-operating income.

** For the purposes of this tender, 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 shareholders.

** The bidder including any Consortium Member or Associate should, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the bidder, 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 by any public entity for breach by such bidder, Consortium Member or Associate as on the date of tender opening. Provided, however that where the bidder claims that its disqualification arising on account of any cause or event specified in this Clause is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to TNCSC for seeking a waiver from the disqualification hereunder and TNCSC may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the bidding process or on the implementation of the project.

7. MAXIMUM NUMBER OF MILLS PERMITTED

A single bidder / consortium shall bid for a maximum of 2 mills. The stipulation of two mills shall be of any combination between 500 MT and 200 MT in the following manner, subject to meeting the combined requirements of eligibility criteria stipulated in the respective tenders i.e. 500 MT and 200 MT:

Combination	Capacity of Mill 1	Capacity of Mill 2
1	500 MT	500 MT
2	500 MT	200 MT

8. JOINT BIDDING AGREEMENT

- a. In case of Consortium, members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Annexure-X (the “Jt. Bidding Agreement”), for the purpose of making the bid and submitting a Bid in the event of being short-listed. The Jt. Bidding Agreement, has to be submitted along with the bid, shall, inter alia.

- b. Convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this tender, which would enter into the PPA with TNCSC and subsequently perform all the obligations of the bidder in terms of the PPA, in case the contract to undertake the Project is awarded to the Consortium.
- c. Members of the Consortium shall nominate one member as the prime bidder (the “Prime Bidder”). The nomination(s) shall be supported by a Power of Attorney, as per the format at Annexure-IX, signed by all the other members of the Consortium.
- d. Clearly outline the proposed roles and responsibilities of each member.
- e. Commit the minimum equity stake to be held by each member.
- f. Commit that each of the members, whose experience will be evaluated for qualification of this tender, shall have the following minimum shareholding for at least 2 years from the date of commencement of commercial operation of the mill:
 - i. The prime bidder of consortium - 51% (fifty one percent) or more of the paid up and subscribed equity of the SPV.
 - ii. The member of consortium whose experience was considered for qualification - 10% (Ten percent) or more of the paid up and subscribed equity of the SPV.
 and

 Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations stipulated in PPA;

 and

 Except as provided under the tender documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of TNCSC;
- g. The bid shall be signed by the duly authorized signatory of the Prime bidder and shall be legally binding on all the members of the Consortium.
- h. An individual Bidder cannot at the same time be member of a Consortium applying for pre-qualification. Further, a member of a particular Consortium cannot be member of any other Consortium applying for pre-qualification.

9. CONFLICT OF INTEREST

- a. A bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any bidder found to have a Conflict of Interest shall be disqualified.

- b. A bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- i. Any other prospective bidder or a member of consortium or any associate or constituent thereof have common controlling shareholders or other ownership interest; or
 - ii. A constituent of such prospective bidder is also a constituent of another prospective bidder. Provided that 'constituent' in such cases will not include the provider of a proprietary technology to more than one bidder; or
 - iii. Such prospective bidder, or any associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other bidder or Respondent, or any associate thereof has provided any such subsidy, grant, concessional loan or subordinated debt to any other bidder or Respondent, its member or any associate thereof; or
 - iv. Such prospective bidder has the same legal representative for purposes of the Tender Proceedings as any other prospective bidder; or
 - v. Such prospective bidder, its member or any associate thereof, has a relationship with another prospective bidder, 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 other's information about, or to influence the Response of either or each other; or
 - vi. Such prospective bidder, its member or any associate thereof, has participated as a consultant to the Tender Inviting Authority and Tender Accepting Authority in the preparation of any documents, design or technical specifications of the Project; or
 - vii. If any legal, financial or technical advisor of the Tender Inviting Authority and Tender Accepting Authority in relation to the Project is engaged by the prospective tenderer, its member or any associate thereof, as the case may be, in any manner for matters related to or incidental to the Project.
 - viii. Provided that this clause shall not apply where such advisor was engaged by the bidder or Respondent, its member or associate in the past but such engagement expired or was terminated 6 (six) months prior to the date of release of tender or where such advisor is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

Explanation: In case a bidder is a Consortium, then the term bidder as used in this tender document, shall include each Member of such Consortium.

- c. A bidder shall be liable for disqualification if any legal, financial or technical adviser of TNCSC in relation to the Project is engaged by the bidder, 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 bidder or Respondent, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of release of tender or where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

10.LANGUAGE OF THE TENDER

The Tender prepared by the bidder as well as all correspondences and documents relating to the Tender shall be in English language only. If the supporting documents are in a language other than English/Tamil, the notarized translated English version of the documents should also be enclosed. Tender received without such translation copy will be rejected.

11.PURCHASE OF TENDER DOCUMENT

- a. The tender document shall be obtained from the Office of Tamil Nadu Civil Supplies Corporation, No.12, Thambusamy Road, Kilpauk, Chennai – 600 010 on payment of ₹5,000 in the form of Demand Draft drawn on any Indian Nationalized/ Scheduled Commercial Bank in favour of “Tamil Nadu Civil Supplies Corporation” payable at Chennai or it may be downloaded free of cost from the website <https://tntenders.gov.in/nicgep/app>. For the downloaded tender document, the bidder need not enclose the tender document cost but should give a declaration for not having tampered the Tender document downloaded (as per Annexure VI).
- b. The tender document can be purchased on all working days between 11.00 AM and 05.00 PM from 07.03.2023 to 07.04.2023.

12.PREBID MEETING

- a. There will be a pre-bid meeting on 17.03.2023 at 11.30 A.M in the Head Office of Tamil Nadu Civil Supplies Corporation, No.12, Thambusamy Road, Kilpauk, Chennai – 600 010 during which the prospective bidders can get clarifications about the tender. The bidders shall send their queries in writing through mail to tncscme@gmail.com if any at least two days prior to the pre-bid meeting date. A maximum of two

representatives of each bidder shall be allowed to participate on production of authorization letter from the bidder.

- b. The bidders are advised to check <https://tntenders.gov.in/nicgep/app> for up-to-date information like change in date / venue etc., of pre-bid meeting as TNCSC may not be able to identify and communicate with the prospective bidders at this stage. Non attending of pre-bid meeting is not a disqualification.

13. CLARIFICATION ON THE TENDER DOCUMENT

Any discrepancies, omissions, ambiguities or conflicts in the tender document or any doubts as to their meaning and any request for clarification may be sent in writing to “The Managing Director, Tamil Nadu Civil Supplies Corporation, No.12, Thambusamy Road, Kilpauk, Chennai - 600 010” or through e-mail to tncscme@gmail.com as per Annexure-XI. The Managing Director, will review the same and where information sought is not clearly indicated or specified in the tender documents, will issue a clarifying bulletin to all those who have purchased the tender documents and will also upload such clarification on <https://tntenders.gov.in/nicgep/app>. The Managing Director will neither make nor be responsible for any oral instructions. Request for clarification should be brought to the notice of the Managing Director, in writing, before 48 hours of the opening of the tender.

14. AMENDMENT OF TENDER DOCUMENT

TNCSC whether on its own initiative or as a result of a query, suggestion or comment of a Bidder or a Respondent, may modify the tender document by issuing an addendum or a corrigendum at any time before the opening of the tender. Any such addendum or corrigendum will be communicated through mail to all the bidders who had purchased the tender documents and also will be uploaded on <https://tntenders.gov.in/nicgep/app> and the same will be binding on all Bidders or Respondents or Bidders, as the case may be.

15. AUTHORIZATION OF THE BIDDER

- a. The Tender should be signed on each page by the person who is duly authorized for the same by the bidder.
- b. The bidders should submit a Power of Attorney as per the format at Annexure-VIII, authorizing the signatory of the bid documents. In the case of a Consortium, the Members should also submit a Power of Attorney in favour of the Prime Bidder as per format at Annexure-IX.

16.SUBMISSION OF TENDER DOCUMENTS

- a. The eligible bidders shall participate in bidding only in online mode through the website <https://tntenders.gov.in/nicgep/app> under two cover system (i.e. (i) Technical Bid and (ii) Financial Bid) in the prescribed format.
- b. Bidders are allowed to bid until the time of bid closing. The e-Procurement website will not allow any bidder to attempt bidding after the scheduled date and time of bid submission. The submission of bids physically is not permitted.
- c. All the documents in support of eligibility criteria are to be scanned and uploaded along with the tender documents in the designated website.
- d. The bidder should quote the price in the Price-Bid as per the format given in the E-tender portal.
- e. To participate in the bid, the bidder shall have a valid Class 3 Digital Signature Certificate (DSC), obtained from the certifying authorities enlisted by Controller of Certifying Authorities (CCA).
- f. Every page of the tender document should be signed and uploaded, in token of having accepted the tender conditions. Failing which the tender will be rejected summarily.
- g. No bidder shall submit more than one bid for the Project. A bidder applying individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.
- h. The bidders shall be responsible for all of the costs associated with the preparation of their bids and their participation in the Bid Process. TNCSC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- i. TNCSC 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 tender document or the Bidding Process, including any error or mistake therein or in any information or data given by TNCSC.

17. RIGHT TO ACCEPT / REJECT ANY OR ALL BID

- a. Notwithstanding anything contained in this tender document, TNCSC reserves the right to accept or reject any bid and to annul the Bidding Process and reject all bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that TNCSC rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- b. TNCSC reserves the right to reject any bid if:
 - i. At any time, a material misrepresentation is made or uncovered, or
 - ii. The bidder does not provide, within the time specified by TNCSC, the supplemental information sought by TNCSC for evaluation of the bid documents.
 - iii. If the Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occur after the Bids have been opened and the Lowest Bidder gets disqualified/ rejected or withdraws, then TNCSC reserves the right to invite the remaining Bidders to match the Lowest Bidder/ submit their Bids in accordance with the tender conditions or take any such measure as may be deemed fit in the sole discretion of TNCSC, including annulment of the Bidding Process.
- c. In case it is found during the evaluation or at any time before signing of the PPA or after its execution and during the period of subsistence thereof, including the agreement period thereby granted by TNCSC, that one or more of the pre-qualification conditions have not been met by the bidder, or the bidder has made material misrepresentation or has given any materially incorrect or false information, the bidder shall be disqualified forthwith if not yet appointed either by issue of the LOA or entering into of the PPA, and if the bidder/SPV has already been issued the LOA or has entered into the PPA, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this tender document, be liable to be terminated, by a communication in writing by TNCSC to the bidder, without TNCSC being liable in any manner whatsoever to the bidder and without prejudice to any other right or remedy which TNCSC may have under this tender document, the Bidding Documents, the PPA or under applicable law.

- d. TNCSC reserves the right to verify all statements, information and documents submitted by the bidders in response to the tender. Any such verification or lack of such verification by TNCSC shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of TNCSC there under.

18.EARNEST MONEY DEPOSIT

- a. EMD for the tender is fixed as ₹60,00,000/- (Rupees Sixty Lakhs). The amount is payable by Demand Draft or Banker's cheque drawn on any Indian Nationalized/Scheduled Commercial Bank in favor of "Tamil Nadu Civil Supplies Corporation", payable at Chennai. The EMD shall also be remitted through NEFT / RTGS / IMPS to the following account:

Name	Tamil Nadu Civil Supplies Corporation
Account Number	10242277790
IFSC Code	SBIN0005789
Bank & Branch	State Bank of India, Meenambakkam Airport Branch

- b. The bidders have to upload the scan copy of the Demand Draft / Banker Cheque/UTR particulars of NEFT/RTGS/IMPS transaction against the Demand Draft / Banker Cheque / NEFT / RTGS column given in the e-procurement portal.
- c. The DD / Bankers Cheque in original should reach the office of Managing Director, Tamil Nadu Civil Supplies Corporation, No.12, Thambusamy Road, Kilpauk, Chennai - 600 010 before the due date and time of opening of techno commercial bid. The same shall be submitted in person or through Postal / Courier. TNCSC will not be responsible for any postal delays.
- d. Non-submission/Non-remittance of EMD within the stipulated date and time will entail outright rejection of bids.
- e. The bids without EMD shall not be considered. The EMD shall not bear any interest. The EMD of unsuccessful bidders will be returned within reasonable time after finalization of the tender.
- f. The EMD will be retained in the case of successful bidder and will be dealt with, as provided in the terms and conditions of the tender.
- g. Any request of the bidder, under any circumstances claiming exemption from payment of EMD, will be rejected and their price offer will not be opened.

- h. The amount remitted towards EMD is liable to be forfeited in case the bidder fails to execute the PPA or remit the Security Deposit within the stipulated date.

19.PRICE BID

- a. The price bid should be submitted only in electronic form as per the prescribed format given.
- b. The service charges (excluding transportation charges) should be quoted in Indian Rupees (INR) in the column highlighted as blue color in the price bid format.
- c. The price bid should not be altered and should not contain any commercial conditions. Variation in the commercial terms and conditions of the tender will not be accepted.
- d. A bidder can quote for a maximum of 2 mills subject to meeting the stipulated qualification criteria. If a bidder meets the eligibility criteria only for one mill, then the price bid of the bid submitted first among the two bids will only be opened and the price bid of the other bid will not be considered.

20.VALIDITY

The rate quoted in the Tender should be valid for the acceptance by TNCSC for a minimum period of 120 days from the date of opening of the Tender. Escalation in the rates will not be entertained under any circumstances.

21.OPENING AND EVALUATION OF THE TECHNICAL BID

- a. The tenders received up to 3.00 PM on 10.04.2023 will be taken up for opening. The technical bid will be opened online at 3.30 PM on 11.04.2023 by the Managing Director, TNCSC or by the persons / committee authorized by him.
- b. The Technical bid will be evaluated by the committee of TNCSC in terms of the qualification criteria.
- c. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- d. Any information contained in the bid shall not in any way be construed as binding on TNCSC, its agents, successors or assigns, but shall be binding against the bidder if the Project is subsequently awarded to it on the basis of such information.

- e. TNCSC reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all bid(s) without assigning any reasons.
- f. If any information furnished by the bidder is found to be incomplete, or contained in formats other than those specified herein, TNCSC may, in its sole discretion, exclude the relevant details for qualifying in eligibility criteria.
- g. In the event that the claim of the bidder towards eligibility criteria submitted is determined by TNCSC as incorrect or erroneous, TNCSC shall reject such claim and exclude the same for qualifying in eligibility criteria. Where any information is found to be patently false or amounting to a material misrepresentation, TNCSC reserves the right to reject the bid in accordance with the provisions of Clause 17(b) and 17(c).
- h. TNCSC reserves the right to reject any bid which is non-responsive and no request for alteration, modification or substitution shall be entertained by TNCSC in respect of such bid.
- i. To facilitate evaluation of bids, TNCSC may, at its sole discretion, seek bonafide clarifications from any bidder regarding his bid. Such clarification(s) shall be provided within the time specified by TNCSC for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing / e-mail.
- j. If a bidder does not provide clarifications sought under Clause 21(i) above within the prescribed time, the bid shall be liable to be rejected. In case the bid is not rejected, TNCSC may proceed to evaluate the bid by construing the particulars requiring clarification to the best of its understanding, and the bidder shall be barred from subsequently questioning such interpretation of TNCSC.
- k. The bidders who are qualified in the technical bids will be informed the date of opening of Price bid.
- l. The non-qualified bidders will be informed and their EMD will be refunded.

22.CONFIDENTIALITY

- a. Information relating to the examination, clarification, evaluation, and recommendation for the short-listed / pre-qualified bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising TNCSC in relation to or matters arising out of, or concerning the Bidding Process. TNCSC will treat all information, submitted as part of bid, in confidence and will require all those who have access to such material to

treat the same in confidence. TNCSC 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 TNCSC or as may be required by law or in connection with any legal process.

- b. All documents and other information supplied by TNCSC or submitted by bidders to TNCSC shall remain or become the property of TNCSC. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their bid. TNCSC will not return any bid, or any information provided along therewith.

23.EVALUATION OF THE PRICE BID

- a. The price bid will be evaluated in accordance to the Tamil Nadu Transparency in Tenders Act 1998 read with the Tamil Nadu Transparency in Tenders Rules 2000. The bidder who has quoted the lowest service charges per ton of paddy processed will be adjudged as L1.
- b. In the event that, two or more Bidders quote the same amount of Service Charges (the "Tie Bids") for a particular mill, TNCSC shall ask the tied Bidders to provide their best and final offer of the Financial Proposal in a sealed cover and the Bidder offering the Lowest Final Offer will be adjudged as the Selected Bidder.
- c. In case, a tie still persists after the procedure contained in clause 23(c), the selected bidder will be identified by draw of lots, which will be conducted, with prior notice, in the presence of the tied tenderers or their representatives who choose to be present.

24.LETTER OF ACCEPTANCE

- a. The bidder who is adjudged as L1 will be invited for price negotiations.
- b. Upon finalization of negotiated rate, TNCSC will issue the Letter of Acceptance (LoA) to the successful bidders.

25.SECURITY DEPOSIT

- a. On receipt of the Letter of Acceptance from TNCSC, the successful bidders should remit a Security Deposit (SD) of ₹2,75,00,000 /- (Rupees Two Crore Seventy Five lakhs only) per location in favour of "Tamil Nadu Civil Supplies Corporation" payable at Chennai, in the form of a Demand Draft or Banker's cheque or an irrevocable Bank Guarantee with an initial validity period of 24 months and renewable thereon until commencement

of commercial operation from any Indian Nationalized/Scheduled Commercial Bank, within 10 (Ten) working days from the date of LoA.

- b. The EMD shall be adjusted with the Security Deposit.
- c. Any amount pending with TNCSC will not be adjusted under any circumstances, against the Security Deposit if so requested.
- d. EMD & Security Deposit amount remitted will not earn any interest.
- e. If the Security Deposit is not submitted within the time specified, the EMD remitted by the bidder shall be forfeited, besides cancellation of LoA.
- f. SD will be released after declaration of commencement of commercial production and submission of performance bank guarantee as stipulated in clause 30.

26.SPECIAL PURPOSE VEHICLE

- a. The bidder shall form an SPV within 1 month from the date of LoA.
- b. Where the Bidder is a single entity, it is required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 2013 (the “SPV”), to implement and operate the Project.
- c. In case the Bidder is a Consortium, it shall form an SPV under the Indian Companies Act, 2013, complying with the Joint Bidding Agreement.

27.PADDY PROCESSING AGREEMENT

- a. The successful bidder shall execute a PPA prescribed by TNCSC on a non-judicial stamp paper of value, as prescribed in law and shall pay for all stamps and legal expenses incidental thereto. In the event of failure to execute the agreement, within the time prescribed, the SD amount remitted by the bidder will be forfeited besides cancellation of the Tender.
- b. If the contract is not executed as per the agreed terms and conditions, TNCSC will hold full authority to cancel the agreement or take any such action that will be deemed fit to the occasion at the risk and cost of the successful bidder. Such cancellation will entail forfeiture of SD.

c. In the event of non- performance of the contractual provisions and if the selected bidder, has not fulfilled the contractual obligation with TNCSC in any manner during the currency of the contract or also found on later date, TNCSC reserves the right to disqualify such bidder to participate in future tenders or black list the company upto a maximum period of 3 years.

28.SCHEDULE

The successful bidder shall adhere to the following timelines:

a. Implementation Period

Date of issue of LoA	T
Furnishing of Security Deposit	T + 10 days
Formation of SPV	T + 30 days
Date of Signing of Paddy Processing Agreement	S
Submission of master plan along with detailed drawings, list of plant & machineries and stage wise implementation schedule	S+2 months
Date of Award of Agreement	S+3 months
Approval of layout and design drawings by TNCSC	A
Trial run	A + 15.5 months
Commercial Operation	A + 16 months

Delay beyond this period will attract penalty as per clause 33. TNCSC in its own discretion may extend the period of implementation without penalty if it deem it fit.

b. Operational Period

Depositing of packed rice at the designated godowns from the date of hulling	10 days
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29.AGREEMENT PERIOD

The Agreement Period will be for a period of 10 years commencing from the date of Commercial Operation of the Mill and TNCSC at its discretion may extend the same for further periods on mutually agreed terms. During the agreement period, the bidder is authorized and obliged to provide the Services in accordance with the scope of work.

Provided that: -

- a. In the event of the agreement period being extended by TNCSC beyond the said period of 10 years, the agreement period shall also include the period until it has been so extended, and
- b. In the event of an early termination/determination of the agreement by either Party in accordance with the provisions specified in the tender, the agreement period shall mean and be limited to the period commencing from the date of Commercial Operation of the Mill and ending with the date of termination/determination of the agreement.

30.PERFORMANCE GUARANTEE

- a. The successful bidder should remit a Performance Guarantee of ₹2,50,00,000 /- (Rupees Two Crore Fifty Lakhs only) in favour of “Tamil Nadu Civil Supplies Corporation” payable at Chennai, in the form of a Demand Draft or Banker’s cheque or an irrevocable Bank Guarantee with an initial validity period of 36 months and renewable thereon until completion of Agreement period from any Indian Nationalized/Scheduled Commercial Bank, within 10 (Ten) working days from the date of completion of trial run.
- b. Any amount pending with TNCSC will not be adjusted under any circumstances, against the performance bank guarantee if so requested.
- c. Upon successful completion of the agreement period of 10 year or the extended period, the performance bank guarantee amount will be released.

31.PAYMENT TERMS

- a. No advance payment is permissible
- b. Payment (Service charges) will be made on monthly basis based on the quantity of paddy hulled and equivalent head rice meeting the quality norms specified in Clause 4(j) is delivered at the designated rice godowns of TNCSC.
- c. Transportation charges will be made on monthly basis based on the distance covered and the quantity of paddy / rice transported as per the schedule of rates approved by the State Level Committee (SLC) based on the guidelines of Government of India.
- d. The payments will be made for the previous month within 30 days from the date of receipt of bill after adjusting penalties, if any. If the payment is delayed beyond 30 days, the Authority shall pay interest at 10% per annum for the delayed period i.e. beyond 30 days.
- e. The bidder should remit the GST collected from TNCSC every month within the due date and submit the proof for verification. Payments will be processed only after verifying the remittance of GST for the previous month.

- f. The service charge finalized and approved in the tender will hold good for a period of one year from the date of declaration of commercial operation.
- g. **Increase in service charges:** An increase of 2.50% per annum on the Service charges per ton of paddy approved for the first year will be considered for every subsequent year till the end of agreement period including extensions, if any and the same is as shown in the table below:

Service charges per ton of paddy finalized & approved by TNCSC for 1 st year	A
Service charge per ton of paddy for 2 nd year (B)	A * 1.025
Service charge per ton of paddy for 3 rd year (C)	B * 1.025
Service charge per ton of paddy for 4 th year (D)	C * 1.025
Service charge per ton of paddy for 5 th year (E)	D * 1.025
Service charge per ton of paddy for 6 th year (F)	E * 1.025
Service charge per ton of paddy for 7 th year (G)	F * 1.025
Service charge per ton of paddy for 8 th year (H)	G * 1.025
Service charge per ton of paddy for 9 th year (I)	H * 1.025
Service charge per ton of paddy for 10 th year (J)	I * 1.025
If extended	
Service charge per ton of paddy for 11 st year (K)	J * 1.025

- h. The increase in service charges per ton of paddy will be computed, only after successful completion of 12 months from the date of commencement of commercial operation of the mill along with storage infrastructure.
- i. TNCSC also reserves the right to recover any dues from the bidder, which is found on later date, during audit/excess payment, after final settlement is made. The bidder is liable to pay such dues to TNCSC immediately on demand, without raising any dispute/protest.

32.MAINTENANCE OF DEDICATED BANK ACCOUNT

- a. The bidder shall open a bank account within 15 days from the date of formation / registration of SPV.
- b. All the financial transactions shall be routed through the said bank account. The bidder should intimate the details of the bank account to TNCSC within 5 days from the date of opening.
- c. If there is any change of bank / branch, the same shall be intimated to TNCSC within 5 days.

33.PENALTY

a. Implementation Period

Failure to comply with the schedule / commence the commercial operation within the period specified in Clause 28(a) or extended period will attract a penalty of ₹10,000 per day.

b. Operational Period

- i. The equivalent head rice for the quantity of paddy hulled in a day shall be deposited at the designated godowns within 10 days from the date of hulling. A penalty of ₹25 per ton of rice per day will be levied for each day of delay.
- ii. The head rice not complying with the quality standards will be rejected and the cost of paddy along with 20% penalty thereon will be recovered from the bidder.
- iii. The bidder shall not process the paddy other than the paddy supplied by TNCSC. If, at any time during the currency of the agreement the bidder is involved in such activity a penalty of ₹5.00 lakhs will be levied for each occurrence. However, if TNCSC is not in a position to supply the required quantity of paddy it may permit to handle / process paddy from other sources.
- iv. The paddy collected from TNCSC shall be stored, dried and processed only in the mill premises and the bidder shall not sub-contract to any other mills / facility. If, at any time during the currency of the agreement the bidder is involved in such activity a penalty of ₹5.00 lakhs will be levied for each occurrence.

34.GENERAL CONDITIONS

- a. Conditional tender in any form will not be accepted.
- b. TNCSC reserves the right to relax or waive or amend any of the tender conditions.
- c. The right of final acceptance of the tender is entirely vested with TNCSC and reserves the right to accept or reject any or all the bidder in part or in totality or to negotiate with any or all the bidders or to withdraw/ cancel/ modify this tender without assigning any reason whatsoever.
- d. After submission of tender, the bidder will have no right to withdraw his tender.

- e. If performance of the bidder is not as per the schedule, then the TNCSC reserves the right to reallocate full/part order to other qualified bidders. Any additional cost incurred by TNCSC due to such reallocation should be borne by the bidder
- f. TNCSC will not have any liability towards the manpower appointed by the bidder for during the currency of the agreement.
- g. Any notice regarding any problems, to the bidder shall deemed to be sufficiently served, if given in writing at his usual or last known place of business.

35.DISPUTE RESOLUTION

- a. A Dispute Resolution Board (DRB) shall be formed in order to resolve the disputes that may arise during the currency of the tender. The members of the DRB shall be nominated by TNCSC and the Bidder. If any party is not satisfied with the decision of DRB, the issue shall be referred for Arbitration.
- b. The issues not resolved by DRB shall be referred for arbitration under the Indian Arbitration and Conciliation Act, 1996 and the Rules of the Indian Council of Arbitration, in accordance with the process specified in this clause.
- c. The Arbitration Tribunal shall consist of three (3) arbitrators to be appointed in accordance with the Indian Council of Arbitration Rules.
- d. The arbitrator shall be selected by the SPV from the panel of arbitrators approved by TNCSC within 15 days from the date of receipt of the letter from TNCSC along with the panel. If there is no reply from the bidder within 15 days, TNCSC shall choose any of the arbitrators from the panel of arbitrators referred to above. The remuneration for the arbitrator and other expenses shall be shared equally by TNCSC and the bidder.
- e. The venue of the Arbitration shall be at the Head office of TNCSC at Chennai. The decision of the Arbitrator shall be final and binding on both the parties to the Arbitration.
- f. The Arbitrator may with the mutual consent of the parties, extend the time for making the award. The award to be passed by the Arbitrator is enforceable in the Court at Chennai city only.
- g. The fees for arbitrator shall be paid as per schedule 4 of Arbitration and Conciliation Act, 1996.

36.JURISDICTION OF THE COURT

Any dispute arising out of non-fulfillment of any of the terms and conditions of this Agreement or any other dispute arising out of the arbitration award will be subject to the jurisdiction of the Courts in the City of Chennai only.

We agree to the above terms and conditions.

SIGNATURE OF THE BIDDER:

DATE:

NAME IN BLOCK LETTERS:

DESIGNATION:

ADDRESS:

PART-I

Date: _____

From,

Name:
Address:
Ph:
Fax:
E-mail:

To,

The Managing Director,
Tamil Nadu Civil Supplies Corporation (TNCSC),
No.12, Thambusamy Road, Kilpauk
Chennai - 600 010

Sir,

Sub: Tender for selection of private players for setting up of 200 MT/day Modern Rice Mills in Theni district and Operate for a period of 10 years on Paddy Processing Agreement Basis - Submission of Part I - Reg.

Ref: Your Tender Notice Dt.

1. With reference to your tender document dated _____*, I/we, having examined the tender document and understood its contents, hereby submit my/our bid for the aforesaid project. The bid is unconditional and unqualified.
2. I/ We acknowledge that TNCSC will be relying on the information provided in the bid and the documents accompanying such bid for prequalification of the bidders for the aforesaid project, and we certify that all information provided in the bid and in Annexures is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such bid are true copies of their respective originals.
3. This statement is made for the purpose of qualifying as a Bidder for setting up of 200 MT/day Modern Rice Mill in Theni district to operate for a period of 10 years on Paddy Processing Agreement Basis.
4. I/We shall make available to TNCSC any additional information it may find necessary or require to supplement or authenticate the Qualification statement.

5. I/ We acknowledge the right of TNCSC to reject our bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
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 tender document, including any Addendum issued by TNCSC;
 - b. I/We do not have any conflict of interest in accordance with Clauses specified in the tender 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, in respect of any bid or request for proposal issued by or any agreement entered into with TNCSC 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 the tender 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 TNCSC may cancel the Bidding Process at any time and TNCSC is neither bound to accept any bid that TNCSC may receive nor to invite the bidders to Bid for the Project, without incurring any liability to the bidders.
9. I/We believe that we/our Consortium / proposed Consortium satisfy(s) the Net Worth, Turnover and experience criteria and meet(s) all the requirements as specified in the tender 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 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 tender, we shall intimate TNCSC of the same immediately.
15. I/we further certify that we/any Member of the consortium or any of our/their Associates are not barred by the [central Government/ State Government] or any entity controlled by it, from participating in any project and no bar subsists as on the date of bid.
16. The power of attorney for signing of application and the power of attorney for Lead Member of consortium, as per format provided at Annexures of the tender document, are enclosed.
17. I/ We hereby confirm that we are in compliance of / shall comply with the project requirements specified in the tender document.
18. 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 TNCSC in connection with the selection of bidders or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
19. I/we agree and undertake to abide by all the terms and conditions of the tender document.
20. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire in accordance with the Concession Agreement. }#

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

Yours faithfully,

Date: (Signature of the Authorised Signatory)

Place: (Name and designation of the Authorised Signatory)

Name and seal of the Applicant / Lead Firm

*All blank spaces shall be suitably filled up by the Applicant to reflect the particulars relating to such Applicant.

Omit if the Applicant is not a Consortium.

DETAILS OF THE BIDDER

1. (a) Name
(b) Address of the corporate headquarters and its branch office(s), if any, in India
(c) 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 of the bidder:
 - (a) Name
 - (b) Designation
 - (c) Company
 - (d) Address
 - (e) Telephone Number
 - (f) e-mail Address
 - (g) Fax Number

4. Particulars of the Authorized Signatory of the bidder:
 - (a) Name
 - (b) Designation
 - (c) Address
 - (d) Phone Number
 - (e) Fax Number

5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the members of the Consortium.
 - (b) A copy of the Jt. Bidding agreement should be attached to the Application.
 - (c) Information regarding role of each member should be provided as per table below:

S.No.	Name of the member	Role*	Percentage of equity in the Consortium
1.			
2.			

* The role of each member, as may be determined by the Applicant, should be indicated as under:

Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, CM means Consortium Member. In case the Eligible Project relates to an Associate of the Applicant or its Member, write “Associate” along with Member Code.

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

Name of Applicant / member of Consortium:

S.No.	Criteria	Yes	No
1.	Has the Applicant / constituent of the Consortium been barred by the Central / State / UT Government, or any entity controlled by them, from participating in any Project?		
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 non-performance or contractual non-compliance in past projects, contractual disputes and litigation/arbitration in the recent past (Attach extra sheets, if necessary)

7. Location of the land identified for the project

8. List of infrastructures proposed

S.No.	Description	Type of building	Area (sq.ft.)
1.	Factory building		
2.	Admin Office		
Any others (please specify)			

9. Storage Infrastructure proposed

a) For paddy - warehouse or silo

In case of warehouse	
Area	
Type of building	
Height of building	
In case of silo	
Make	
No. of silos	
Capacity of each silo	

b) For rice – warehouse or silo

In case of warehouse	
Area	
Type of building	
Height of building	
In case of silo	
Make	
No. of silos	
Capacity of each silo	

10. Make of individual plant & machinery proposed

11. List of mills already implemented by the machinery supplier along with supporting documents in support of clause 3(c)

12. In case of imported machinery, address of marketing office / authorized dealer and after sales service Centre along with supporting documents in support of clause 3(d)

ANNUAL TURN OVER STATEMENT

The Annual turnover of M/s for the past three years are given below and certified that the statement is true and correct.

S.No.	Year	Turnover (Rs. in crores)
1.	2018-2019	
2.	2019-2020	
3.	2020-2021	
4.	2021-2022	
	Total	
Average annual turnover		

Note: Average Turnover of the last three consecutive audited financial years will be considered i.e. FY2018-19, FY2019-20 and FY2020-21 (or) FY2019-20, FY2020-21 and FY2021-22.

DATE :

SIGNATURE OF THE BIDDER

SIGNATURE OF CHARTERED ACCOUNTANT
(with UDIN, seal and Address)

NETWORTH CERTIFICATE

The Networth of M/s as on _____.2023 is _____
crores and certified that the statement is true and correct.

DATE :

SIGNATURE OF THE BIDDER

SIGNATURE OF CHARTERED ACCOUNTANT
(with UDIN, seal and Address)

DECLARATION FORM

Date: _____

I/We having our office at
..... do declare than our firm /company or its partners / shareholders have not been
blacklisted as on the date of bid submission by Tamil Nadu Civil Supplies Corporation
(TNCSC), or by any other Government Agencies in India.

SIGNATURE OF THE BIDDER
(with seal and address)

DECLARATION FORM

Date: _____

a) I/We having our office at do declare that I/We have carefully read all the conditions of tender floated by Tamil Nadu Civil Supplies Corporation (TNCSC) vide tender ref.no._____ for selection of private players for setting up of 200 MT/day Modern Rice Mills in Theni District and Operate for a period of 10 years on Paddy Processing Agreement Basis and complete the contract as per the tender conditions.

b) I/We have downloaded the tender document from [/www.tntenders.gov.in](http://www.tntenders.gov.in) and I /We have not tampered / modified the tender document in any manner. In case, if the same is found to be tampered / modified, I/ We understand that my/our tender will be summarily rejected and full Earnest Money Deposit will be forfeited and I /We am/are liable to be banned from doing business with TNCSC or prosecuted.

SIGNATURE OF THE BIDDER
(with seal and address)

STATEMENT OF LEGAL CAPACITY

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

Ref.

Date:

To,
The Managing Director,
Tamil Nadu Civil Supplies Corporation (TNCSC),
No.12, Thambusamy Road, Kilpauk
Chennai - 600 010.

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 tender 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 tender. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

*** PLEASE STRIKE OUT WHICHEVER IS NOT APPLICABLE.**

Power of Attorney for Signing of Bid documents

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 bid for selection of private players for setting up of 200 MT/day Modern Rice Mills in Theni district and Operate for a period of 10 years on Paddy Processing Agreement Basis by TNCSC including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Pre-bid and other conferences and providing information/ responses to TNCSC, representing us in all matters before TNCSC, signing and execution of all contracts including the Paddy Processing Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with TNCSC 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 Paddy Processing Agreement with TNCSC.

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

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarised)

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 bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder.*

Power of Attorney for Lead Member of Consortium

Whereas TNCSC has invited applications from interested parties for selection of private players for setting up of 200 MT/day Modern Rice Mill in Theni District and Operate for a period of 10 years on Paddy Processing Agreement Basis.

Whereas, and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in Theni district in accordance with the terms and conditions of the tender document 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.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, and M/s..... having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize 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 authorize 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 pre-qualification 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, Accept Letter of Acceptance, sign and execute Paddy Processing Agreement and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with TNCSC, 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 Agreement is entered into with TNCSC.

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, 20.....

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.

.

JOINT BIDDING AGREEMENT

(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, 1956/2013} 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)
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)

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

WHEREAS

- (A) TNCSC, having its office at No.12, Thambusamy Road, Kilpauk, Chennai - 600 010 (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bid by its tender no. dated for selection of private player for setting up of 200 MT/day Modern Rice Mills in Theni District and Operate for a period of 10 years on Paddy Processing Agreement Basis
- (B) The Parties are interested in jointly bidding for the Project at _____ and _____ districts as members of a Consortium and in accordance with the terms and conditions of the tender document and other Bid documents in respect of the Project, and

(C) It is a necessary condition under the tender document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the tender document.

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 the Special Purpose Vehicle (the “SPV”), under the Indian Companies Act, 2013 for entering into a Paddy Processing Agreement with TNCSC and for performing all its obligations as in terms of the Paddy Processing Agreement for the Project.

4. Role of the Parties

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

- 4.1 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 date of signing of Paddy Processing Agreement when all the obligations of the SPV shall become effective;
- 4.2 Party of the Second Part shall be {the Technical Member/ Operation and Maintenance Member/ any other of the Consortium;}
- 4.3 Party of the Third Part shall be {the Technical Member/ /Operation and Maintenance Member/ any other of the Consortium;}

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 tender and the Paddy Processing Agreement, in accordance with the Paddy Processing 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 there shall not be any change in shareholding pattern until the 2nd (second) anniversary of the date of commercial operation of the mill.

6.3 The Parties undertake that the Lead member of consortium shall hold 51% (fifty one six percent) or more of the paid up and subscribed equity of the SPV and the member of consortium whose experience was considered for qualification hold 10% (ten percent) or more of the paid up and subscribed equity of the SPV until the 2nd (second) anniversary of the date of commercial operation of the mill.

6.4 The Parties undertake that they shall comply with all equity requirements set forth in the Paddy Processing 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 organized, 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 authorized 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 organizational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorization, 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 fulfilment 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 Paddy Processing Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified 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 TNCSC 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 TNCSC.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of SECOND PART by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of THIRD PART by:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

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.

CLARIFICATION ON TENDER DOCUMENT FORMAT

BIDDER'S REQUEST FOR CLARIFICATION			
Name and Address of the Organization submitting request		Name and Position of Person submitting request	Contact Details of The Organization / Authorized Representative
			Tel:
			Fax:
			Email:
S. No	Reference(s) (Section, Page)	Content of Tender requiring Clarification	Points of clarification required
1			
2			

SIGNATURE OF THE BIDDER
(with seal and address)

CHECKLIST OF DOCUMENTS

S.No.	Checklist	Attached (Yes/No)
1.	A covering letter on your letter head addressed to The Managing Director (as per Annexure-I)	
2.	Details of the Bidder (as per Annexure-II)	
3.	Tender conditions duly signed in each page and enclosed in token of accepting the Tender conditions	
4.	Demand Draft / IMPS / RTGS Transaction no dated _____ for Rs. _____ towards Earnest Money Deposit.	
5.	Statement of legal capacity (as per Annexure – VII)	
6.	Power of attorney for signing of bid documents (as per Annexure – VIII)	
7.	In case of consortium, Power of attorney for Lead Member of Consortium (as per Annexure – IX)	
8.	In case of consortium, Joint Bidding Agreement (as per Annexure – X)	
9.	Copy of certificate of incorporation/ registered partnership deed (in case of consortium, for all members)	
10.	Copy of Memorandum and Articles of Association in case of a private / public limited company (in case of consortium, for all members)	
11.	Copy of GST Registration certificate (in case of consortium, for all members)	
12.	Annual GST Returns for the last 3 years i.e. FY2019-20, FY2020-21, FY2021-22 in support of having 3 years of experience (as on 31 st March 2022) in the business of handling food grains / agro commodities.	
13.	The Annual Report / certified copies of Balance Sheet, Profit & Loss statement along with schedules for the last 3 consecutive financial years i.e. 2019-20, 2020-21 and 2021-22	
14.	Average annual turnover statement duly certified by a Chartered Accountant. For prime bidder in case of consortium (as per Annexure-III)	
15.	Net worth certificate duly certified by Chartered Accountant. For prime bidder in case of consortium (as per Annexure-IV)	
16.	Chartered Accountant certificate with UDIN indicating the quantity of food grains handled along with the name of clients and address for the last 3 years in support of clause 6(e)	

S.No.	Checklist	Attached (Yes/No)
17.	Declaration for not having black listed either by TNCSC or by any other Govt. agencies (as per Annexure-V)	
18.	Declaration for not having tampered the Tender documents downloaded from the websites (as per Annexure-VI)	
19.	Proof for land in support of clause 6(g)	
20.	Supporting documents from machinery suppliers in support of clause 3(c) and 3(d)	
21.	Notarized translated English version of the documents in a language other than English/Tamil, if any	

**INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF ONLINE BIDS IN
E-TENDER**

Bidders are required to submit only soft copies of their bids electronically on the TAMILNADU GOVERNMENT E PROCUREMENT Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the TAMILNADU GOVERNMENT E PROCUREMENT Portal, prepare their bids in accordance with the requirements and submitting their bids online on the TAMILNADU GOVERNMENT E PROCUREMENT Portal. More useful information for submitting online bids on the TAMILNADU GOVERNMENT E PROCUREMENT Portal may be obtained at:

<https://tntenders.gov.in/nicgep/app>

A. REGISTRATION

Bidders are required to enroll on the e-Procurement module of the Tamil Nadu Government E procurement Portal (URL: <https://tntenders.gov.in/nicgep/app>)

1. By clicking on the link “Online bidder Enrollment” on the TAMILNADU GOVERNMENT E -PROCUREMENT Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the TAMILNADU E PROCUREMENT Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate(DSC) (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
6. Bidders can then log in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

B. SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built-in in the TAMILNADU GOVERNMENT E PROCUREMENT Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the TAMILNADU GOVERNMENT E PROCUREMENT Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the TAMILNADU GOVERNMENT E PROCUREMENT Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender documents.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

C. PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready with the bid documents to be submitted as indicated in the tender document / schedule and should be in PDF formats. Bid documents may be scanned with 100 dpi with Black and White option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents"

area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

D. ELECTRONIC SUBMISSION OF BIDS

The bidder shall submit online the requirements under qualification criteria and technical documents required and Price Bid. All the documents are required to be signed digitally by the bidder. After electronic online bid submission, the system generates a unique bid reference number which is time stamped. This shall be treated as acknowledgment of bid submission.

E. PROCEDURE FOR SUBMISSION OF BIDS

1. Bidder should log-in to the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by the bidder. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder etc). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed

by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.

8. The uploaded bid documents become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
11. In all cases, bidder should use their own ID and Password along with Digital Signature certificate at the time of submission of their bid.
12. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
13. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
14. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by TNCSC will form a binding contract between TNCSC and the Bidder for execution of supply.
15. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
16. TNCSC reserves the right to cancel or reject or accept or withdraw or extend the tender in full or in part as the case may be without assigning any reason thereof.
17. The server time shall be treated as final and binding. Bids recorded in the server before the bid closing time will only be treated as valid bid. Bidders are, therefore, advised to submit their bids well before the closing time of e-tender. If any bid reaches the server after the bid closing time as per server time, the same will not be recorded and no complaint in this

regard shall be entertained. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.

18. Bidders are advised to exercise caution in quoting their bids in e-tender to avoid any mistake. Bids once submitted can't be recalled.
19. Any order resulting from this bidding process shall be governed by the terms and conditions mentioned in the tender documents.
20. No deviation to the technical and commercial terms & conditions are allowed.

F. ASSISTANCE TO BIDDERS:

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to TAMILNADU GOVERNMENT E PROCUREMENT Portal in general may be directed to the 24x7 TAMILNADU GOVERNMENT E PROCUREMENT Portal Helpdesk.

PADDY PROCESSING AGREEMENT

BETWEEN

TAMIL NADU CIVIL SUPPLIES CORPORATION

AND

FOR

SETTING UP OF 200 MT/DAY MODERN RICE MILL IN THENI
DISTRICT AND OPERATE FOR A PERIOD OF 10 YEARS

DATED _____

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PADDY PROCESSING AGREEMENT

THIS AGREEMENT is entered into on this the..... day of.....Month, 20..... _____

BETWEEN:

1. **Tamil Nadu Civil Supplies Corporation**, Government of Tamil Nadu, represented by its Managing Director and having its principal office at No. 12, Thambusamy Road, Kilpauk, Chennai – 600 010, Tamil Nadu, India (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part

AND

2. _____ **Limited** , a special purpose company registered under the Companies Act, 2013, with Corporate Identity Number (CIN) _____ and having its registered office at _____, represented by its..... authorized vide Board Resolution dated _____ (hereinafter referred to as the “**SPV**” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Second Part.

AND

3.<name of Selected Bidder> having its registered office at represented by its authorized vide <Board Resolution/ Power of Attorney dated> (hereinafter referred to as the “**Selected Bidder**” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Third Part;

or

{The consortium of (i) M/s[...] having its registered office at, (ii) M/s [...] having its registered office at, and (iii) M/s [...] having its registered office at, in their capacity as the confirming party to this Agreement duly represented through M/s, the Lead Member of the consortium, through its Authorized signatory Mr./Ms., authorized vide <Board Resolution/ Power of Attorney dated> (hereinafter referred to as the “**Selected Bidder**” which

expression shall, unless the context otherwise requires, include its successors) of the Third Part}

The Authority, SPV and Successful Bidder individually referred to as “Party” and jointly as “Parties”

WHEREAS:

- A. The Authority is desirous of selecting a private player for setting up of 200 MT/day Modern Rice Mill in Theni District and operate for a period of 10 years on paddy processing agreement basis;
- B. The Authority vide Tender No. _____ dated _____ invited tender under two cover system from the interested parties for setting up of 200 MT/day Modern Rice Mill referred to in recital ‘A’ above;
- C. In response to the tender referred to in recital ‘B’ above, the Authority received the application dated _____ submitted by the Applicant in accordance with the tender conditions.
- D. The Authority, after evaluating the Proposal received by it from the Applicant, accepted the Proposal referred to in recital “C” above submitted by the Applicant and communicated its acceptance to the Applicant vide Letter of Acceptance dated _____;
- E. The Applicant has incorporated a special purpose company in India, under the Companies Act, 2013 to implement the Project;
- F. Following the issue of the Letter of Acceptance, the Authority has agreed to enter into Paddy Processing Agreement with the SPV for setting up and operating a 200 MT/day Modern Rice Mill in Theni district for a period of 10 years on the terms, conditions and covenants hereinafter set forth in this Agreement.

NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement, unless the context otherwise requires the following terms shall have the following meanings assigned/ascribed thereto: -

“**Affiliate**” means, with respect to any Party and/or with respect to the Applicant and/or with respect to any member of Consortium, any other Person directly or indirectly controlling, controlled by or under common control with such Party, Applicant and/or member of Consortium. For the purposes of this definition, the term “control” (including with correlative meaning, the terms “controlled by” and “under common control with”) as applied to any Party or Applicant or a member of Consortium, means the possession, directly or indirectly, of the power to direct or cause the direction of the management of that Party or Applicant or a member of Consortium whether through ownership of 50 (fifty) % or more of the voting securities, by contract, or otherwise.

“**Agreement**” means this agreement as of date hereof, including Appendices as may be amended, supplemented or modified in accordance with the provisions hereof.

“**Agreement Period**” means the period of the specified in Article 3.2 of this Agreement.

“**Appendix**” means the schedules, supplements or documents, appended to this Agreement.

“**Applicable Laws**” means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including statutes, rules, regulations, directions, bye-laws, notifications, ordinances and judgments having force of law, or any final interpretation by a Court of Law having jurisdiction over the matter in question as may be in force and effect during the subsistence of this Agreement.

“**Applicable Permits**” means any and all permissions, clearances, licenses, authorizations, consents, no-objections, approvals and exemptions under or pursuant to any of the Applicable Laws or from any Government Authority required in connection with the Project and for undertaking, performing or discharging the obligations contemplated by this Agreement or any other Transaction Document.

“**Applicant**” means M/s _____.

“**Application**” means the Proposal and the entire set of documents submitted by the Applicant and in response to the Tender.

“**Authority Event of Default**” shall have the meaning as set out under Article 15.1 (b).

“**Change in Law**” shall have the meaning set out under Article 13.1 of this Agreement.

“**Conditions Precedent**” shall mean the conditions prescribed in Article 4 of this Agreement.

“**Consultation Notice**” has the meaning ascribed to it in Article 15.3.

“**Contractor**” means a Person with whom the SPV has entered into/ may enter into a contract relating to the execution of any works and /or operation and maintenance of the Project Facilities and Services.

“**Date of Award of Agreement**” means the date when the Conditions Precedent have either been satisfied or waived by the Party other than the Party responsible for satisfying the same.

“**Date of Commercial Operation of mill**” means the date of commencement of hulling as certified by the Project Management Consultant appointed by the Authority.

“**Day**” means the 24 (twenty four) hour period beginning and ending at 12:00 (midnight) Indian Standard Time.

“**EMD**” means earnest money deposit of Rs.60,00,000 /- (Rupees Sixty Lakhs Only) submitted by Applicant along with Application.

“**Event of Default**” shall have the meaning assigned to it under Article 15.1.

“**Expert**” means any person, body or organization of repute with recognized technical/ professional expertise in respect of any field, matter or subject relevant for the purpose of this Agreement.

“**Financial Closure**” means the execution of the Financing Agreements required for the project.

“**Financial Year**” means any twelve month period commencing from 1st April and ending on 31st March.

“Force Majeure Event” shall have the meaning ascribed to it in Article 14.1 of this Agreement.

“GoI” means the Government of India.

“Good Industry Practice” means the exercise of that degree of skill, diligence and prudence and those practices, methods, specifications and standards of equipment, safety and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled and experienced operator engaged in construction, operation and maintenance of facilities, equipment or systems of the type and size similar to the Project Facilities and Services.

“Government Authority” means GoI, any state government or any governmental department, commission, board, body, bureau, agency, authority, instrumentality, administrative body, at central, state, or local level, having jurisdiction over the SPV, the Project Facilities and Services or any portion thereof, but shall not include the Authority.

“Indian Accounting Standards” means the Indian accounting standards issued by the Institute of Chartered Accountants of India.

“Insurance Cover” shall have the meaning ascribed to it in Article 12.1(c) (ii).

“Management Control” means the possession, directly or indirectly of the power to direct or cause the direction of the management and policies of the SPV, whether through the ownership of voting securities, by contract or otherwise or the power to elect or appoint more than 50% (fifty percent) of the directors, managers, partners or other individuals exercising similar authority with respect to the SPV.

“Material Adverse Effect” means material adverse effect on (a) the ability of either Party to exercise any of their rights or perform/discharge any of their duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement.

“Month” means the calendar month as per the Gregorian calendar.

“Non Political Event” means the Force Majeure Events set out in Article 14.2.

“Other Events” means the Force Majeure Events set out in Article 14.4.

“**Party**” means either the Authority or the SPV as the context may require or admit and “**Parties**” means both Authority and SPV.

“**Performance Guarantee**” shall mean the bank guarantee(s) procured by the SPV for the benefit of the Authority guaranteeing the performance of the obligations of the SPV during the operation phase hereunder in the manner specified in Article 5.2.

“**Person**” means any individual, company, corporation, partnership, joint venture, trust, unincorporated organization, government or governmental authority or agency or any other legal entity.

“**Political Event**” means the Force Majeure Events set out in Article 14.3.

“**Project**” means the Setting up, Operation, Management, & Maintenance of Mill, Storage and DPC Infrastructures including collection, transportation in accordance with the provisions of this Agreement.

“**Project Contracts**” means collectively this Agreement and any other material contract (other than any commercial agreement with the users) entered into or may hereafter be entered into by the SPV in connection with the Project and Project Facilities and Services.

“**Proposal**” means the application and the entire set of documents submitted by the Applicant in response to the tender.

“**Quarter**” means a period of 3 (three) Months.

“**Remedial Period**” has the meaning ascribed to it in Article 15.4.

“**Requisition**” has the meaning ascribed to it in Article 16.3.

“**Security Deposit**” shall mean the bank guarantee(s) procured by the SPV for the benefit of the Authority guaranteeing the performance of the obligations of the SPV during the implementing phase hereunder in the manner specified in Article 5.1.

“**Service Charges**” shall mean the charges payable by the Authority to the SPV, pursuant to Article 9.1 hereof.

“**SPV Event of Default**” shall have the meaning as set out under Article 15.1 (a).

“Statutory Auditors” means a firm of chartered accountants appointed in terms of Section 138 of the Companies Act, 2013 and acting as the statutory auditors of the SPV.

“Tender” means the Tender dated _____ vide ref no. _____, issued by the Authority inviting Applications/Proposals in accordance therewith for selection of Applicant, and includes any addendum / clarifications issued in respect thereof by the Authority.

“Termination Notice” means the termination notice issued pursuant to Article 16.1 hereof.

“Termination Period” shall have the meaning as set out under Article 16.1 hereof.

“Transportation Charges” shall mean the charges payable by the Authority to the SPV, pursuant to Article 9.1 hereof.

1.2. Interpretations

This Agreement constitutes the entire understanding between the Parties regarding the Project and supersedes all previous written and/or oral representations and/or arrangements regarding the Project. If there is any aspect of the Project not covered by any of the provisions of this Agreement, then and only in that event, reference may be made by the Parties to the Application documents, inter alia including the Tender, issued by the Authority and also including addendums, clarifications given in writing and the submissions of the SPV and the Application submitted by the SPV but not otherwise. In case of any contradictions in the terms of this Agreement and any such other Application documents as referred to above, the terms of this Agreement shall prevail.

In this Agreement unless the context otherwise requires:

- a. any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder;
- b. the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organisations or other entities (whether or not having a separate legal entity);
- c. the table of contents and any headings in this Agreement are for ease of reference only and shall not affect the construction or interpretation of this Agreement;
- d. the words “include” and “including” are to be construed without limitation;

- e. any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- f. any reference to day shall mean a reference to a calendar day;
- g. any reference to month shall mean a reference to a calendar month;
- h. “Recital”, “Article” and “Appendix” shall refer, except where the context otherwise requires, to Articles of and any Appendix to this Agreement. The Appendices to this Agreement shall form an integral part and parcel of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- i. “Rupee”, “Rupees”, “Rs.” and “₹” shall denote Indian Rupees, the lawful currency of India.
- j. any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or novated at the time of such reference;
- k. any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party and/or a Statutory Auditor shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party and/or Statutory Auditor, as the case may be, in this behalf and not otherwise;
- l. unless otherwise stated, any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates;
- m. unless otherwise specified, any interest to be calculated and payable under this Agreement shall accrue on a Monthly basis and from the respective due dates as provided for in this Agreement; and
- n. any word or expression used in this Agreement , unless defined or construed in this Agreement, shall be construed as per the definition given in General Clauses Act, 1897 failing which it shall bear the ordinary English meaning.

1.3. Measurements and Arithmetic Conventions

All measurements and calculations shall be in metric system and calculations done to 2 decimal places, with the third digit of 5 or above being rounded up and below 5 being rounded down.

1.4. Ambiguities and Discrepancies

In case of ambiguities or discrepancies within this Agreement, the following shall apply:

- a. between two Articles of this Agreement, the provisions of specific Articles relevant to the issue under consideration shall prevail over those in other Articles;
- b. between any value written in numerals and that in words, the latter shall prevail; and
- c. between the provisions of this Agreement and any other documents forming part of this Agreement, the former shall prevail.

ARTICLE 2

SCOPE OF THE PROJECT

2.1 Scope of the Project

The scope of the Project (the “Scope of the Project”) shall mean and include, the following during the Agreement Period:

a. Implementation Phase

- i. Setting up of integrated rice mill in the taluks specified by the Authority with the following facilities:

1. Mandatory Facilities

- ✓ Post-harvest dryer - 300 MT/Day
- ✓ Parboiling unit - 10 MT/hour
- ✓ Milling unit - 200 MT/Day of paddy
- ✓ Modern storage facilities for paddy viz. silos / warehouse of capacity of 24,000 MTs.
- ✓ Automatic rice packing system
- ✓ Warehouse / silo to store 1,500 MT of rice
- ✓ Conveyors to move the rice bags to lorries

2. Optional facilities

- ✓ Husk-based co-generation power plant / solar power plant
- ✓ Providing dormitory facilities for workers

- ii. **Creation of infrastructure at Direct Purchase Centres (DPCs)** - 10 DPCs will be allotted by the Authority on exclusive basis within 50 km radius of the mill. The capacity of DPCs will typically be 100 MT/day. The SPV shall create the following infrastructures at each DPC to handle 100MT/day:

- ✓ Conveyor system
- ✓ Destoner & Pre-cleaner
- ✓ Mobile paddy testing lab
- ✓ Weighing scale
- ✓ Pneumatic pump
- ✓ Bulk carriers to move the paddy from DPCs to the Rice Mill

b. Operational Phase

- i. Operation and maintenance of DPC comprising of destoning & pre-cleaning, moisture testing, weighing and loading to truck by deploying adequate manpower. All required support infrastructures, utilities, consumables etc. are to be arranged by the SPV.
- ii. Operation & maintenance of the mill and storage facilities.
- iii. Collection of paddy from Authority at DPCs.
- iv. Transportation of paddy from DPCs to mill.
- v. Drying of paddy using post-harvest dryers.
- vi. Storing of dried paddy in the silos / modern warehouses.
- vii. Hulling of paddy and production of rice as per the quality specifications fixed by Authority.
- viii. Packing of rice in 5 kg, 10 kg, 15 kg, 25 kg, 35 kg and 50 kg bags as stipulated by Authority.
- ix. Loading and transportation of rice bags to the godowns specified by Authority within 50 km radius of the mill location.
- x. The Authority shall pay the applicable transportation charges for movement of paddy from DPCs to mill and movement of rice from mill to godowns as per the schedule of rates approved by the State Level Committee (SLC) based on the guidelines of Government of India.

ARTICLE 3

TERM OF AGREEMENT

3.1 Effective Date

This Agreement shall come into effect from the date it is executed and delivered by the last of all the Parties and such date shall be referred to as the Effective Date.

3.2 Agreement Period

The Agreement is for a period of 10 years commencing from the date of Commercial Operation of the Mill and the Authority at its discretion shall extend the same for further periods on mutually agreed terms. During the agreement period, the SPV is obliged to provide the Services in accordance with the scope of work.

Provided that: -

- a. In the event of the agreement period being extended by the Authority beyond the said period of 10 years, the agreement period shall also include the period until it has been so extended, and
- b. In the event of an early termination/determination of the agreement by either Party in accordance with the provisions specified in this agreement, the agreement period shall mean and be limited to the period commencing from the date of Commercial Operation of the Mill and ending with the date of termination/determination of the agreement.

3.3 Acceptance of Terms and Conditions

The SPV hereby accepts and agrees and undertakes to provide Services in accordance with the provisions of this Agreement. Subject to and in accordance with the provisions of this Agreement and Applicable Laws and Applicable Permits.

ARTICLE 4

CONDITIONS PRECEDENT

4.1 Conditions Precedent

The award of the Contract shall be subject to the satisfaction or waiver of the following conditions precedent (the “**Conditions Precedent**”):

- a. The following Conditions Precedent shall be satisfied by the SPV:
 - i. Purchase / enter into long term lease of minimum 10 acres of land
 - ii. Achieve Financial Closure
 - iii. Obtain all pre-establishment approvals and clearances required for operation of mill
 - iv. Furnishing of copies (certified as true copies by a director of the SPV) of the constituent documents of the SPV;
 - v. Furnishing of all resolutions adopted by the Board of Directors of the SPV (certified as true copies by a director of the SPV) authorizing the execution, delivery and performance by the SPV of each of the Transaction Documents;
 - vi. Opening of bank account in the name of SPV;
 - vii. Furnishing a certificate from its principal officer/director on the shareholding pattern of the SPV;
 - viii. Procuring and furnishing the following confirmations, in original from the applicant:
 - a. it/they shall at all times comply with the provisions of Article 10.2 in respect of their shareholding in the SPV;
 - b. it/they has/have the financial standing and resources to fund /raise finances for undertaking and implementing the Project in accordance with this Agreement;

- c. the Applicant is duly organized and validly existing under the laws of the jurisdiction of its incorporation, and has requested the Authority to enter into this Agreement with the SPV and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement;
 - ix. Furnishing to the Authority a legal opinion from the legal counsel of the SPV with respect to the authority of the SPV to enter into this Agreement and the enforceability hereof;
 - b. The following Conditions Precedent shall be satisfied by the Authority:
 - i. Allotment of 10 DPCs within 50 km radius of the mill location;
 - ii. Appointment of Project Management Consultant (PMC) to monitor the progress of the implementation and ensure timely completion of the project;
- 4.2 The aforesaid Conditions Precedent shall be complied with within 90 (ninety) Days of the date of the Agreement. Each Party shall promptly inform the other Party in writing when the Conditions Precedent for which it is responsible have been satisfied.
- 4.3 Any of the Conditions Precedent set forth in Article 4.1(a) may be waived fully or partially by the Authority at any time in its sole discretion or the Authority may grant additional time for compliance with these conditions and the SPV shall be bound to ensure compliance within such additional time as may be specified by the Authority.
- 4.4 If the SPV has fulfilled all the Conditions Precedent under Article 4.1(a) and has not waived or extended the time under Article 4.3 above, and if the Authority has failed to fulfil the Conditions Precedent to be fulfilled by it under Article 4.1(b) (and which are within the power of the Authority), the Authority shall be liable to pay liquidated damages in a sum calculated at the rate of 0.1% (zero point one percent) of the security deposit for each day's delay until fulfilment of the Conditions Precedent subject to a maximum of 5% (five percent) of the figure mentioned in the security deposit furnished by the SPV. In such event, having regard to the quantum of damages, the time for the performance shall be deemed to have been extended by the number of days for which the liquidated damages is paid and if, after the extended period the Authority is still not in a position to comply with the Conditions Precedent, then the agreement shall be liable to be terminated as provided for in Article 4.6 below;
- 4.5 If the Authority has fulfilled all the Conditions Precedent under Article 4.1(b) and has not waived or extended the time under Article 4.3 above, and if the SPV has failed to fulfil the Conditions Precedent to be fulfilled by it under Article 4.1(a) (and which are

within the power of the SPV), the SPV shall be liable to pay liquidated damages in a sum calculated at the rate of 0.1% (zero point one percent) of the security deposit for each day's delay until fulfilment of the Conditions Precedent subject to a maximum of 5% (five percent) of the figure mentioned in the security deposit furnished by the SPV. In such event, having regard to the quantum of damages, the time for the performance shall be deemed to have been extended by the number of days for which the liquidated damages is paid and if, after the extended period the SPV is still not in a position to comply with the Conditions Precedent, then the agreement shall be liable to be terminated as provided for in Article 4.6 below;

- 4.6 In the event that the Conditions Precedents are not complied with within the time (including the extended time, if any) in terms of the aforesaid Articles 4.2 to 4.5, this Agreement shall be liable to be terminated. If such termination is on account of failure of the SPV to comply with the Conditions Precedent, the EMD/Security Deposit shall stand forfeited. If such termination is on account of failure of the Authority, the Authority shall be obliged to return the EMD/Security Deposit. It is clarified that except for the payment as stipulated in the foregoing Article 4.4 and 4.5 and forfeiture in this Article 4.6, each party hereto shall have no claims against the other for costs, damages, compensation or otherwise.

ARTICLE 5

SECURITY DEPOSIT AND PERFORMANCE GUARANTEE

5.1 Security Deposit

- a. The SPV shall for due performance of its obligations during the implementation phase provide to Authority an unconditional and irrevocable bank guarantee, in favour of the Authority encashable and enforceable at Chennai (the “Security Deposit”). The Security Deposit shall be for a sum of Rs. 2,75,00,000/ (Rupees Two Crore Seventy Five Lakhs only). Till such time the SPV provides to Authority the Security Deposit pursuant hereto, the EMD shall remain in full force and effect. The Security Deposit, if in the form of a bank guarantee shall be valid for an initial period of 2 (Two) years and shall be renewed until commencement of commercial operation. It is clarified that the SPV shall be liable to restore the Security Deposit to the full amount in case of part encashment of the same by the Authority. This shall be done within 30 (thirty) Days of any such part encashment. Failure of the SPV to restore and maintain the Security Deposit in accordance with this Article shall entitle the Authority to forthwith terminate this Agreement and also if relevant, to forfeit the Security Deposit.

- b. Upon declaration of commencement of commercial production and submission of performance guarantee as stipulated in Article 5.2 below, Security Deposit will be released, after certifying by the concerned authority that there are no dues to be paid to the Authority.

5.2 Performance Guarantee

- a. The SPV shall for due performance of its obligations during the operation phase provide to Authority an unconditional and irrevocable bank guarantee, in favour of the Authority encashable and enforceable at Chennai (the “Performance Guarantee”). The Performance Guarantee shall be for a sum of Rs.2,50,00,000/ (Rupees Two Crore Fifty Lakhs only). Till such time the SPV provides to Authority the Performance Guarantee pursuant hereto, the Security Deposit shall remain in full force and effect. The Performance Guarantee, if in the form of a bank guarantee shall be valid for an initial period of 3 (Three) years and shall be renewed 30 (thirty) Days prior to expiry of each year, for an additional term of 3 (Three) years until completion of the agreement period. It is clarified that the SPV shall be liable to restore the Performance Guarantee to the full amount in case of part encashment of the same by the Authority. This shall be done within 30 (thirty) Days of any such part

encashment. Failure of the SPV to restore and maintain the Performance Guarantee in accordance with this Article shall entitle the Authority to forthwith terminate this Agreement and also if relevant, to forfeit the Performance Guarantee.

- b. Upon successful completion of the agreement period including extended period if any, the performance guarantee will be released after certifying by the concerned authority that there are no dues to be paid to the Authority.

ARTICLE 6

GENERAL CONDITIONS FOR SETTING UP OF RICE MILL AND OTHER INFRASTRUCTURE

6.1 General Conditions

- a. The rice mill machinery shall be brand new, whether it is imported or indigenous. Second hand machinery will not be permitted.
- b. All the plant & machinery and equipments shall be acquired from reputed manufacturers and the manufacturer should have proven track record in supplying machineries for 200 TPD rice mills in India.
- c. The manufacturer should have supplied plant & machinery for at least three 200 TPD rice mills in India and the same should be in operation.
- d. In case of imported machinery, the manufacturer shall have his own marketing office/ authorized dealers and after sales service support in India and the same should be in existence for one year as on the date of opening of tender.
- e. All the machineries should have food grade certification.
- f. The SPV should strictly comply with all the above conditions specified in Article 6.1.(a) to 6.1.(e).
- g. **Prior approval from the Authority:** The SPV shall obtain the following approvals from the Authority in compliance with the timeline stipulated in Article 8.1:
 - i. Master plan for the mill including mandatory and optional infrastructure
 - ii. Detailed building plan of factory building, warehouse, admin office, etc.
 - iii. Complete list of plant & machinery along with capacity, make / manufacturer involved in post-harvest drying, silos, rice mill machineries, DPC infrastructure etc.
 - iv. Capacity balancing of various sections for 200 TPD of paddy processing

- h. The Authority on best effort basis will try to give approval within 15 days from the date of submission of complete details.
- i. The SPV shall comply with the approved plan.

ARTICLE 7

ROLES AND RESPONSIBILITIES

7.1 Of the SPV

The SPV's obligations under this Article 7 shall include but shall not be limited to the following:

- a. Purchase / enter into long term irrevocable lease for at least 25 years of minimum 10 acres of land for establishing the integrated Modern Rice Mill with storage and other supporting infrastructures. The location has to be within the taluks specified by Authority. The location shall have access to railway line for easy movement of paddy and rice.
- b. Submission of master plan along with detailed drawings, list of plant & machineries and stage wise implementation schedule.
- c. Obtaining of all statutory approvals from competent authorities required for establishment and operation of the mill.
- d. Creation of infrastructure as per the scope of work described in Article 2.
- e. Trial Run - Demonstrate the capacity of machineries installed prior to commencement of commercial operation to Authority or its authorized representatives.
- f. Operation and maintenance of DPC infrastructure, mill and storage facilities.
- g. The SPV shall keep adequate quantity of paddy in silos / warehouse to operate the mill round the year subject to supply of paddy by TNCSC.
- h. The paddy taken up for storage should be dried within 24 hours of collection at the DPC.
- i. Shall hand over 68% of head rice to the Authority on weight by weight basis for the quantity of paddy supplied as per the norms of Food Corporation of India (FCI). Any change in FCI norms pertaining to Head Rice yield will be automatically made applicable. The Head Rice yield is based on 17% moisture level of paddy at the DPCs. If Government of Tamil Nadu permits purchase of paddy beyond 17% moisture level, the Head Rice yield shall be computed as below:

Moisture Level	Head Rice Yield
17%	68.00%
18%	67.25%
19%	66.50%
20%	65.75%
21%	65.00%

- j. The quality specifications of the head rice to be handed over by the SPV to Authority shall be as follows:

S. No	Refraction	Maximum limit (%)	
		Grade A	Common
1.	Brokens*	16.0	16.0
2.	Foreign matter** (organic + in organic)	0.5	0.5
3.	Damaged#/ Slightly damaged grains	4.0	4.0
4.	Broken discoloured grains	5.0	5.0
5.	Red grains	3.0	3.0
6.	Admixture of lower class	6.0	-
7.	Dehusked grains	13.0	13.0
8.	Moisture content***	14.0	14.0

Note:

* Including 1% small broken

** Not more than 0.25% by weight shall be mineral matter and not more than 0.10% by weight shall be impurities of animal origin

including pin point damaged grains

- k. The above quality specifications in Article 7.1.(j) are subject to change from time to time as per the guidelines of FCI / Government of India. The Authority in its own discretion may prescribe incentive for the rice delivered at higher quality specifications.
- l. The head rice not complying with the quality standards will be rejected and penalty as specified in Article 9.3 will be levied.
- m. The by-products viz. husk, rice bran and broken rice shall be available to the SPV for sale in the open market.

- n. The hulled rice shall be packed in 5 kg, 10 kg, 15 kg, 25 kg, 35kg and 50kg bags as specified by Authority from time to time.
- o. The packed rice has to be delivered once in every 10 days at the godowns specified by Authority within 50km radius of the mill location.
- p. Purchase and maintain insurance for the paddy stored in silos / warehouse & rice including the project facilities.
- q. The SPV is not permitted to avail any credit facility on paddy and rice. To this effect, the SPV shall create charges on the paddy and rice at the DPC and Rice mill premises in favour of the Authority.
- r. Submit to Authority on daily basis the following:
 - Quantity of paddy collected at DPCs
 - Quantity of paddy dried and stored in silos / warehouse
 - Quantity of paddy directly used for hulling
 - Quantity of head rice produced
 - Quantity of head rice deposited at godowns
 - Month wise cumulative data (starting from 1st of every month)

7.2 Of the Authority

a. Implementation Period

- i. Allotment of 10 DPCs within 50 km radius of the mill location.
- ii. Review and approval of master plan and infrastructures proposed in the Rice mill and DPCs.
- iii. Facilitation for obtaining statutory approvals.
- iv. Appointment of Project Management Consultant (PMC) to monitor the progress of the implementation and ensure timely completion of the project. The SPV shall provide all the details connected with the project as required by the PMC within 7 days' time from the date of request.

b. Operational Period

- i. Arranging of land for locating infrastructures at DPCs. The Authority shall have the right to change the location of DPC within 50 Km radius from season to season based on the availability of paddy.
- ii. Supply of paddy at the DPCs.
- iii. Intimating the date of commencement of procurement at DPCs atleast 15 days in advance. The Kharif Market Season (KMS) will usually commence on the 1st of October every year.
- iv. The Authority shall take every effort to supply 48,000 MT of paddy in a year. However, on mutually agreed terms the quantity shall be increased subject to availability of paddy and production capacity of the mill.
- v. If there is any shortfall in supply of paddy in a particular year due to poor rainfall, agro climatic conditions or such other reasons, Authority will try to compensate the shortfall in the subsequent years. Any backlog at the end of the Agreement period shall be compensated by extending the Agreement period. Further, the Authority at its discretion shall permit the SPV to make up the unsupplied quantity through Private Procurement for which no service charges shall be paid by the Authority.
- vi. Earmarking of rice storage godowns within 50 km radius of the mill location for depositing the rice.
- vii. Ensuring that the notified rice godowns has the capacity to store the rice. If the Authority is not in a position to provide the godown space for storage of rice, the SPV will be paid a storage rental of ₹10.00 per ton of rice per day.
- viii. Processing and remitting of applicable service charges to the SPV.
- ix. Payment of transportation charges for movement of paddy from DPCs to mill and movement of rice from mill to godowns as per the schedule of rates approved by the State Level Committee (SLC) based on the guidelines of Government of India.
- x. If the distance to any DPC or rice storage godown is beyond 50kms from the mill, the Authority will pay the charges for additional distance as per the schedule of rates.

7.3 Of the PMC appointed by Authority

- i. Review of design submitted by the SPV and ensuring compliance with the agreement.
- ii. Periodical ascertainment of the progress and ensuring works are undertaken as per the approved design and within stipulated timeline.
- iii. Submission of monthly progress report to the Authority.
- iv. Identify any specific issues or problems, if any during implementation period and provide assistance for corrective action.
- v. Seamless co-ordination with Authority and SPV to facilitate timely execution of the project.
- vi. Attending project review meetings conducted by Authority and presenting the progress.

ARTICLE 8

SCHEDULE

The SPV shall adhere to the following timelines:

8.1 Implementation Period

Date of Signing of this Agreement	S
Submission of master plan along with detailed drawings, list of plant & machineries and stage wise implementation schedule	S+2 months
Date of Award of Agreement	S + 3 months
Approval of layout and design drawings by the Authority	A
Trial run	A + 15.5 months
Commercial Operation	A + 16 months

Delay beyond this period will attract penalty as per Article 9.3. The Authority in its own discretion may extend the period of implementation without penalty if it deem it fit.

8.2 Operational Period

Depositing of packed rice at the designated godowns from the date of hulling	10 days
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ARTICLE 9

PAYMENT TERMS AND PENALTY

9.1 Payment Terms

- a. No advance payment is permissible
- b. Payment (Service charges) will be made on monthly basis based on the quantity of paddy hulled and equivalent head rice meeting the quality norms specified in Article 7.1.(j) is delivered at the designated rice godowns of the Authority.
- c. Transportation charges will be made on monthly basis based on the distance covered and the quantity of paddy / rice transported as per the schedule of rates approved by the State Level Committee (SLC) based on the guidelines of Government of India.
- d. Payment will be made for the previous month within 30 days from the date of receipt of bill after adjusting penalties, if any. If the payment is delayed beyond 30 days, the Authority shall pay interest at 10% per annum for the delayed period i.e. beyond 30 days.
- e. The SPV should remit the GST collected from the Authority every month within the due date and submit the proof for verification. Payments will be processed only after verifying the remittance of GST for the previous month.
- f. The service charge finalized and approved by the Authority will hold good for a period of one year from the date of declaration of commercial operation.
- g. **Increase in service charges:** An increase of 2.50% per annum on the Service charges per ton of paddy approved for the first year will be considered for every subsequent year till the end of agreement period including extensions, if any and the same is as shown in the table below:

Service charges per ton of paddy finalized & approved by the Authority for 1 st year	A
Service charge per ton of paddy for 2 nd year (B)	A * 1.025
Service charge per ton of paddy for 3 rd year (C)	B * 1.025
Service charge per ton of paddy for 4 th year (D)	C * 1.025
Service charge per ton of paddy for 5 th year (E)	D * 1.025
Service charge per ton of paddy for 6 th year (F)	E * 1.025

Service charge per ton of paddy for 7 th year (G)	F * 1.025
Service charge per ton of paddy for 8 th year (H)	G * 1.025
Service charge per ton of paddy for 9 th year (I)	H * 1.025
Service charge per ton of paddy for 10 th year (J)	I * 1.025
If extended	
Service charge per ton of paddy for 11 th year (K)	J * 1.025

- h. The increase in service charges per ton of paddy will be computed, only after successful completion of 12 months from the date of commencement of commercial operation of the mill along with storage infrastructure.
- i. The Authority also reserves the right to recover any dues from the SPV, which is found on later date, during audit/excess payment, after final settlement is made. The SPV is liable to pay such dues to the Authority immediately on demand, without raising any dispute/protest.

9.2 Maintenance of Dedicated Bank Account

- a. The SPV shall open a bank account within 15 days from the date of registration of the Company.
- b. All the financial transactions shall be routed through the said bank account. The SPV should intimate the details of the bank account to the Authority within 5 days from the date of opening.
- c. If there is any change of bank / branch, the same shall be intimated to the Authority within 5 days.

9.3 Penalty

- a. Implementation Period

Failure to comply with the schedule / commence the commercial operation within the period specified in Article 8.1 or extended period will attract a penalty of ₹10,000 per day.

- b. Operational Period

- i. The equivalent head rice for the quantity of paddy hulled in a day shall be deposited at the designated godowns within 10 days from the date of hulling. A penalty of ₹25 per ton of rice per day will be levied for each day of delay.
- ii. The head rice not complying with the quality standards will be rejected and the cost of paddy along with 20% penalty thereon will be recovered from the SPV.
- iii. The SPV shall not process the paddy other than the paddy supplied by the Authority. If, at any time during the currency of the agreement the SPV is involved in such activity a penalty of ₹5.00 lakhs will be levied for each occurrence. However, if the Authority is not in a position to supply the required quantity of paddy it may permit to handle / process paddy from other sources.
- iv. The paddy collected from the Authority shall be stored, dried and processed only in the mill premises and the SPV shall not sub-contract to any other mills / facility. If, at any time during the currency of the agreement the SPV is involved in such activity a penalty of ₹5.00 lakhs will be levied for each occurrence.

ARTICLE 10

SHAREHOLDING

10.1 Ownership Structure

The Applicant has caused the SPV to be incorporated as a special purpose company in accordance with this Agreement. The shareholding pattern of the SPV is as below:

S.No.	Shareholder's Name	No. of Shares	Percentage
1			
2			
3			
Total Shareholding of the SPV			100

10.2 Shareholding

Any change in ownership / shareholding pattern shall be permitted only after the 2nd (second) anniversary of the date of commercial operation of the mill. Further, the SPV shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Article 12.1.(f).

In case of consortium, the prime bidder of consortium must hold 51% (fifty one percent) or more of the paid up and subscribed equity of the SPV for at least 2 years from the date of commencement of commercial operation of the mill and the member of consortium whose experience was considered for qualification must hold 10% (ten percent) or more of the paid up and subscribed equity of the SPV for at least 2 years from the date of commencement of commercial operation of the mill.

Any Transfer of shareholding in the SPV and/or direct or indirect change in the Management Control of the SPV, including by way of a restructuring or amalgamation, shall only be with the prior written approval of the Authority which consent shall not be withheld except (i) for reasons of national security; or (ii) if the Person proposed for assuming such Management Control would by virtue of the restrictions imposed under the Applicable Law or the conditions of bidding (including restrictions to avoid anti-competitive and monopolistic practice) and/or public policy be disqualified from undertaking the Project.

10.3 Constituent Documents

The SPV shall ensure that its articles of association adequately reflect the aforesaid and the relevant commitments, obligations and responsibilities of the Applicant/Consortium.

In particular, the articles of association and the memorandum of association of the SPV shall be amended within 3 (three) months of the Date of Award of Agreement to include the terms and conditions regarding the composition of share-holding and management stipulated in this Agreement; and terms and conditions related to changes in the share-holding pattern stipulated in this Agreement. The SPV shall submit the amended articles of association and the memorandum of association to the Authority as soon as may be reasonably possible.

Any subsequent change in the articles of association or the memorandum of association which alter the provisions required by this Article shall require the prior approval of the Authority and the articles of association and memorandum of association of the SPV shall include a specific provision to this effect.

ARTICLE 11

GENERAL CONDITIONS

11.1 General Conditions

- a. The Authority reserves the right to relax or waive or amend any of the conditions.
- b. The Authority or its authorized representative is at their liberty to visit the mill premises for monitoring and inspection at any time during the agreement period. Any mid-course correction advised by the Authority shall be duly incorporated.
- c. If on account of non-compliance with the provisions of any laws, the Authority is called upon to make any payment to or in respect of his employees, the SPV shall be liable and pay the Authority all such amounts. No liability whatsoever shall attach to the Authority on account of or any failure on the part of the SPV to observe these regulations.
- d. Any liability arising out of any litigation (including those in consumer courts) due to any act of agencies/personnel shall be directly borne by the SPV including all compensation/damage/expenses/fines, the concerned SPV personnel shall attend the court as and when required.
- e. The Authority will have no responsibility in case of any loss is caused to any life or property due to accident, fire or any other reasons. The SPV is required to take appropriate safety and insurance measures to safeguard against any loss to human life.
- f. The Authority will have no liability on account of any omission or commission of regulatory/statutory requirement by the SPV.
- g. The Authority shall not be accountable either directly or indirectly to the lenders of the SPV at any point of time.
- h. The Authority shall not be made a party to any litigation by or on behalf of the SPV.
- i. The SPV will indemnify, defend and hold harmless the Authority from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and attorney's fees and expenses, that the SPV may incur as a result of any negligent or willful acts or omissions of the SPV.

- j. Any notice regarding any problems, to the SPV shall deemed to be sufficiently served, if given in writing at his usual or last known place of business.
- k. In the course of discussion and instruction the Authority may disclose information of confidential and proprietary nature, knowhow, to the SPV. Such information shall be considered as confidential.

ARTICLE 12

GENERAL RIGHTS, DUTIES AND OBLIGATIONS

12.1 Of the SPV

a. Applicable Permits / Approvals

The SPV shall at all times during the Agreement Period maintain and comply with the Applicable Permits / Approvals for the establishment and operation of the mill and associated infrastructure.

b. Taxes & duties

The SPV shall during the Agreement Period pay in a timely manner all taxes, duties, levies, cess and charges including but not limited to income tax, GST, customs duty, etc. that may be levied, claimed or demanded from time to time by any Government Authority including any increase therein effected from time to time from any Government Authority, in respect of the Project/ the Project Facilities and Services.

c. Insurance

1. Insurance Requirement

The SPV should, at his cost and expense, purchase and maintain insurances as are prudent, including but not limited to the following:

- i. Loss, damage or destruction of the Project Facilities and Services, paddy stored in silos / warehouse, rice stored in silos / warehouse;
- ii. Comprehensive third party liability insurance including injury or death to personnel who may enter the Project Site;
- iii. Workmen's compensation insurance; and
- iv. Any other insurance that may be necessary to protect the SPV, its employees and its assets and agents engaged in or connected to the project including all Force Majeure Events that are insurable and not otherwise covered in items (i) to (iii).

2. Insurance Cover & Insurance Companies

The SPV shall insure all insurable assets comprised in the Project Facilities and Services and all insurable risks associated with the Project to the extent advisable in accordance with Good Industry Practice (“Insurance Cover”).

3. Evidence of Insurance Cover

The SPV shall, from time to time, provide to the Authority copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by the SPV in accordance with this Agreement.

4. Application of Insurance Proceeds

All money received under insurance policies shall be promptly applied by the SPV towards repair or renovation or restoration or substitution of the Project Facilities and Services or any part thereof which may have been damaged or destroyed and in respect of which the claim is lodged.

5. Validity of the Insurance Cover

The SPV shall pay the premium payable on such insurance policy(ies) so as to keep the policy(ies) in force and valid throughout the Agreement Period and furnish copies of the same to the Authority. Each insurance policy shall provide that the same shall not be cancelled or terminated unless 10 (ten) Days’ clear notice of cancellation is provided to the Authority in writing. If at any time the SPV fails to purchase and maintain in full force and effect the comprehensive insurances required for paddy and rice in its possession, the Authority may at its option purchase and maintain such insurance and all sums incurred by the Authority shall be reimbursed with interest @ 10% per annum by the SPV forthwith on demand, failing which the same shall be recovered by the Authority by exercising right of set off or otherwise.

6. Waiver of Subrogation

All insurance policies procured in terms of the provisions hereof shall include a waiver of any right of subrogation of the insurers there under against, interalia, the Authority and its assigns and successors and their respective subsidiaries, affiliates, employees and of any right of the insurers of any set-off

or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

d. Indemnification

The SPV shall during the pendency of the Agreement and thereafter until all claims and demands in respect to the acts and omissions during the agreement period as described hereunder are duly settled, indemnify and keep indemnified and otherwise save harmless, the Authority, its agents and employees, from and against all claims, demands made against and/or loss caused and/or damages suffered and/or cost, charges/expenses incurred to and/or penalty levied and/or any claim due to injury to or death of any person and/or loss or damage caused or suffered to property owned or belonging to the Authority, its agents and employees or third party as a result of any acts, deeds or thing done or omitted to be done by the SPV or as a result of failure on the part of the SPV to perform any of its obligations under the Agreement or on the SPV committing breach of any of the terms and conditions of the Agreement or on the failure of the SPV to perform any of its duties and/or obligations including statutory duties or as a consequence of any notice, action, suit or proceedings, given, initiated, filed or commenced by any third party or Government Authority or as a result of any failure or negligence or default of the SPV or its Contractor(s), sub-contractor(s), or employees, servants, agents of such Contractor(s) and/or sub-contractor(s) and/or invitees as the case may be, in connection with or arising out of the Agreement and/or arising out of or, in connection with the SPV's use and operation and maintenance of the Project Facilities and Services.

e. Engagement of Contractors

The SPV may engage any Person possessing the requisite skill, expertise and capability for operation and maintenance of the Project Facilities and Services.

Provided: the SPV shall at all times be solely responsible for all its obligations under the Agreement notwithstanding any such engagement and anything contained in any Project Contracts or any other agreement, and no default under any Project Contract or agreement shall excuse the SPV from its obligations or liability hereunder and the SPV shall at all times be solely responsible for non-performance or for any defect, deficiency or delay in installation of the structures/equipment or any part thereof and

for the operation and maintenance of the Project/the Project Facilities and Services in accordance with the provisions of the Agreement;

f. Change in Ownership

The SPV shall not undertake or permit any Change in Ownership, except with the prior written approval of the Authority.

Notwithstanding anything to the contrary contained in this Agreement, the SPV agrees and acknowledges that:

- i. all acquisitions of Equity by an acquirer, either by himself or with any person acting in concert, directly or indirectly, including by transfer of the direct or indirect legal or beneficial ownership or control of any Equity, in aggregate of 25% (twenty five per cent) or more of the total Equity of the SPV; or
- ii. acquisition of any control directly or indirectly of the Board of Directors of the SPV by any person either by himself or together with any person or persons acting in concert with him:

shall constitute a Change in Ownership requiring prior approval of the Authority. The decision of the Authority in this behalf being final, conclusive and binding on the SPV, and undertakes that it shall not give effect to any such acquisition of Equity or control of the Board of Directors of the SPV without such prior approval of the Authority. For the avoidance of doubt, it is expressly agreed that approval of the Authority hereunder shall be limited to national security and public interest perspective, and the Authority shall endeavor to convey its decision thereon expeditiously. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the SPV from any liability or obligation under this Agreement.

For the purposes of this Article:

1. the expression “acquirer”, “control” and “person acting in concert” shall have the meaning ascribed thereto in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulations, 2011 or any statutory re-enactment thereof as in force as on the date of acquisition of Equity, or the control of the Board of Directors, as the case may be, of the SPV;

2. the indirect transfer or control of legal or beneficial ownership of Equity shall mean transfer of the direct or indirect beneficial ownership or control of any company or companies whether in India or abroad which results in the acquirer acquiring control over the shares or voting rights of shares of the SPV; and
3. power to appoint, whether by contract or by virtue of control or acquisition of shares of any company holding directly or through one or more companies (whether situated in India or abroad) the Equity of the SPV, not less than half of the directors on the Board of Directors of the SPV or of any company, directly or indirectly whether situated in India or abroad, having ultimate control of 25% (twenty five per cent) or more of the Equity of the SPV shall constitute acquisition of control, directly or indirectly, of the Board of Directors of the SPV.

g. Inventory Survey

The SPV agrees that at least once in a month during the Agreement Period, the Authority shall conduct inventory survey of the paddy and rice available with the SPV.

12.2 Of the Authority

a. Assistance in obtaining Approvals, Permits and Licenses

The Authority shall, at the written request of the SPV, but without guarantees and/or without assuming any responsibility in that behalf, issue recommendatory letters and make best efforts to assist the SPV in obtaining all the Applicable Statutory Approvals. Provided that, nothing contained in this Article shall relieve the SPV of its obligations under the Agreement to obtain the Applicable Approvals and to keep them in force and effect throughout the Agreement Period.

b. General rights of inspection and verification

1. The Authority or its authorized representatives / Project Management Consultants shall have the right to inspect, survey and verify the facility, stocks, and accounts at its own discretion without any prior notice. The SPV should co-operate and provide the details called for.

2. The Authority may during the pendency of the Agreement itself or by appointment of Experts verify the performance obligations of the SPV as set out in the Agreement.

12.3 Of the Authority and the SPV

a. Compliance with Laws and Regulations

The Parties shall perform their respective obligations under the Agreement in accordance with the Applicable Laws and Applicable Permits.

b. Rights to Documents

1. The Authority's Documents

Documents and computer programs or copies thereof, if any, provided by The Authority to the SPV, shall always remain the property of the Authority. Such documents, computer programs and/or copies shall not be used by the SPV for the purposes other than for the Project. Such documents, computer programs and/or copies thereof shall, unless otherwise agreed upon by the Authority, be returned by the SPV to the Authority at the end of Agreement period.

2. SPV's Documents

Documents and computer programs provided by the SPV, or which are developed (and owned by the SPV) for operation and/or maintenance of the Project /the Project Facilities and Services shall be taken back by the SPV at the end of Agreement period.

3. Confidentiality

All confidential information and documents (whether financial, technical or otherwise) provided by either Party to the other shall not, unless compelled by law or the process of a Government Authority, be disclosed to any Person without the consent of the other Party with the exception of providing such information to legal advisors/auditors of the concerned party on a need-to-know basis. This covenant shall survive the Agreement Period.

4. Obligation to Cooperate

The Parties shall mutually cooperate with each other in order to achieve the objectives of the Agreement.

ARTICLE 13

CHANGE IN LAW

13.1 Change in Law

“Change in Law” means any of the following events which has a Material Adverse Effect:

- a. Adoption, promulgation, modification, reinterpretedation or repeal after the date of the Agreement by any Government Authority of any statute, rule, ordinance, regulation or order, treaty, convention, directive, guideline, policy having force of law; or
- b. The imposition by any Government Authority of any material condition (other than a condition which has been imposed as a consequence of a violation by the SPV of any Applicable Permit) in connection with the issuance, renewal or modification of any Applicable Permits after the date of the Agreement which renders the performance by the SPV of any of the terms of the Agreement impossible or unviable; or
- c. Any Applicable Permit previously granted, ceasing to remain in full force and effect for reasons other than breach/violation by or the negligence of the SPV or if granted for a limited period, being renewed on terms different from those previously stipulated.

Provided any (i) imposition of new taxes, duties, cess and the like and/or the increase in taxes, duties, cess and the like effected from time to time by any Government Authority, and/or (ii) imposition of standards and condition of operations, maintenance and safety arising out of a new or revised Environmental Law; and/or (iii) imposition of standards and terms of employment and working conditions of labourers and workmen; and/or (iii) any rules or regulations stipulated by the Authority or other regulatory authority having jurisdiction over the Project in respect of the standards of service shall not constitute a Change in Law.

13.2 Remedy

- a. In the event of Change in Law the parties may propose modifications to the relevant terms of the Agreement which are reasonable and intended to mitigate the effect of the Change in Law. Thereupon, the Parties shall, in good faith, negotiate and agree upon suitable changes in the terms of the Agreement including extension of the

Agreement Period, so as to place the parties in substantially the same legal and financial position as it were prior to such Change in Law. Provided however, that if the resultant Material Adverse Effect is such that the Agreement is frustrated or is rendered illegal or impossible of performance, the Change in Law shall be deemed to be a Political Event, whereupon the provisions with respect thereto shall apply.

- b. Upon occurrence of a Change in Law, either party shall notify other party, of the following:
 1. The particulars, nature and the impact of Change in Law on the Project;
 2. In sufficient detail, the estimate of the Additional Cost likely to be incurred by on account of the Change in Law; and
 3. The measures, which has been taken or proposes to take to mitigate the impact of Change in Law, including in particular, minimizing the Additional Cost.
- c. Upon receipt of the notice of Change in Law issued by either parties pursuant to the preceding sub-article (b), the Authority and the SPV shall hold discussions and take all such steps as may be necessary including determination/certification by an Expert, appointed by the Parties by mutual consent, of the Additional Cost and to determine the quantum of the Additional Cost to be incurred.
- d. Notwithstanding the aforesaid, if in terms of Good Industry Practice, the event constituting a Change in Law could be insured, the SPV shall not be entitled to any remedy under Article 13.2;

ARTICLE 14

FORCE MAJEURE

14.1 Force Majeure Event

Force Majeure Event means the occurrence of any of the Non-Political Events, the Political Events or the Other Events in India, set out in Article 14.2, 14.3 and 14.4 respectively including the impact/consequence thereof which :

- a. Is beyond the control of the Party claiming to be affected thereby (the “Affected Party”);
- b. Prevents the Affected Party from performing or discharging its obligations under this Agreement; and
- c. The Affected Party has been unable to overcome or prevent despite exercise of due care and diligence.

14.2 Non-Political Events

Any of the following events which prevent the Affected Party from performing any of its obligations for a continuous period of not less than 7 (seven) Days from the date of its occurrence, shall constitute a Non-Political Event:

- a. Act of God, epidemic, earthquake, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Project Site and by reasons not attributable to the SPV or the Contractor or any of the employees or agents of the SPV or the Contractor);
- b. Strikes or boycotts (other than those involving the SPV, Contractors or their respective employees/representatives, or attributable to any act or omission of any of them), and not being an Other Event set forth in Article 14.4, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the SPV or the Contractor;
- c. Any failure or delay of a Contractor caused by any of the Non-Political Events, for which no offsetting compensation is payable to the SPV or on behalf of the Contractor;

- d. The discovery of geological conditions, toxic contamination or archeological remains on the Project Site that could not reasonably have been expected to be discovered through a site inspection; or
- e. Any event or circumstance of a nature analogous to any of the foregoing.

14.3 Political Events

Any of the following events shall constitute Political Event:

- a. Change in Law for which no relief is provided under the provisions of Article 13, resulting in Material Adverse Effect;
- b. Action of a Government Authority having Material Adverse Effect including but not limited to (i) acts of expropriation, compulsory acquisition or takeover by any Government Authority of the Project/Project Facilities and Services or any part thereof or of the SPV's or the Contractor's rights under any of the Project Contracts, and (ii) any unlawful, unauthorized or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Permits, in each case, for reasons other than the SPV's or the Contractor's breach or failure in complying with the Project Requirements, Applicable Laws, Applicable Permits, any judgment or order of a Governmental Agency or of any contract by which the SPV or the Contractor as the case may be is bound;
- c. Early determination of the contract by the Authority for reasons of national emergency, national security or the public interest;
- d. Any failure or delay of a Contractor caused by any of the aforementioned Political Events, for which no offsetting compensation is payable to the SPV by or on behalf of the Contractor; or
- e. Any event or circumstance of a nature analogous to any of the foregoing.

14.4 Other Events

Any of the following events which prevents the Affected Party from performing any of its obligations under the Agreement for a continuous period of not less than 7(seven) days from the date of its occurrence, shall constitute the Other Event:

- a. An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
- b. Industry wide or State wide strikes or industrial action;
- c. Any civil commotion, boycott or political agitation which prevents collection of paddy from the Authority by the SPV;
- d. Change in policy of the State Government / Central Government / Food Corporation of India (FCI) in supply of paddy;
- e. Any judgment or order of a court of competent jurisdiction or statutory authority in India made against the SPV or the Contractor in any proceedings which is non-collusive and duly prosecuted by the SPV; and any judgment or order of a court of competent jurisdiction or statutory authority in India made against the SPV or the Contractor in any proceedings which is non-collusive and duly prosecuted by the SPV other than relating to proceedings (i) pursuant to failure of the SPV to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of the contract or (iv) with respect to exercise of any of its rights under the Agreement by the Authority; or
- i. Any event or circumstance of a nature analogous to any of the foregoing.

14.5 Notice of Force Majeure Event

- a. The Affected Party shall give written notice to the other Party in writing of the occurrence of any of the Force Majeure Event (the “Notice”) as soon as the same arises or as soon as reasonably practicable and in any event within 7 (seven) Days after the Affected Party knew, or ought reasonably to have known, of its occurrence and the adverse effect it has or is likely to have on the performance of its obligations under this Agreement.
- b. The Notice shall inter-alia include full particulars of:
 - 1. The nature, time of occurrence and extent of the Force Majeure Event with evidence in respect thereof;

2. The duration or estimated duration and the effect or probable effect which such Force Majeure Event has or will have on the Affected Party's ability to perform its obligations or any of them under the Agreement;
 3. The measures which the Affected Party has taken or proposes to take, to alleviate the impact of the Force Majeure Event or to mitigate the damage; and
 4. Any other relevant information.
- c. So long as the Affected Party continues to claim to be affected by a Force Majeure Event, it shall provide the other Party with periodic (fortnightly/monthly) written reports containing the information called for by Article 14.5.(b) and such other information as the other Party may reasonably request.

14.6 Period of Force Majeure

Period of Force Majeure shall mean the period from the time of occurrence specified in the Notice given by the Affected Party in respect of the Force Majeure Event until the earlier of:

- a. Expiry of the period during which the Affected Party is excused from performance of its obligations in accordance with Article 14.7; or
- b. Termination of this Agreement pursuant to Article 14.10 hereof.

14.7 Resumption of Performance

During the period of Force Majeure, the Affected Party shall in consultation with the other Party, make all reasonable efforts to limit or mitigate the effects of the Force Majeure Event on the performance of its obligations. The Affected Party shall also make efforts to resume performance of its obligations under the Agreement as soon as possible and upon resumption shall notify the other Party of the same in writing. The other Party shall afford all reasonable assistance to the Affected Party in this regard.

14.8 Performance Excused

The Affected Party, to the extent rendered unable to perform its obligations or part thereof under the Agreement as a consequence of the Force Majeure Event shall be excused from performance of the obligations. Provided that, the excuse from performance shall be of no greater scope and of no longer duration than is reasonably

warranted by the Force Majeure Event. Provided further, nothing contained herein shall absolve the Affected Party from any payment obligations accrued prior to the occurrence of the underlying Force Majeure Event.

14.9 Costs, Revised Timetable

a. Costs

Each Party shall bear its costs, if any, incurred as a consequence of the Force Majeure Event.

b. Extension of time/period

The Affected Party shall be granted by the other Party, extension of time specified in the Agreement for the performance of any obligation by such period not exceeding the period during which the relative performance was affected by the Force Majeure Event. Such extension may include extension of the Agreement Period by the Authority in appropriate cases if permissible under Applicable Law.

14.10 Termination Due to Force Majeure Event

If the period of Force Majeure continues or is in the reasonable judgment of the Parties likely to continue beyond a period of 120 (one hundred and twenty) Days, the Parties may mutually decide to terminate the contract or continue the contract on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 120 (one hundred and twenty) Days be entitled to terminate the contract in which event, the provisions of Article 16 and Article 17 shall, to the extent expressly made applicable, apply.

ARTICLE 15

EVENTS OF DEFAULT

15.1 Events of Default

Event of Default means the SPV Event of Default or the Authority Event of Default or both as the context may admit or require.

a. The SPV Event of Default

The SPV Event of Default means any of the following events unless such an event has occurred as a consequence of the Authority Event of Default or a Force Majeure Event:

1. The SPV's failure to perform or discharge any of its obligations in accordance with the provisions of the Agreement;
2. The SPV's failure to adhere to the following:

Implementation period

	Delay beyond the due date / extended date by
Purchase of land	3 months
Financial closure	3 months
Commencement of commercial production	9 months

Operational Period

- Non lifting of paddy from any DPC continuously for a period of 15 days without the approval of the Authority
 - Non-operational of the mill facilities continuously for a period of 15 days without the approval of the Authority
3. The SPV's failure to perform or discharge any of its obligations under any other Project Contract, which has or is likely to affect the Project/the Project Facilities and Services, materially;

4. Any representation made or warranties given by the SPV under this Agreement is found to be false or misleading;
5. The SPV passing a resolution for voluntary winding up;
6. Appointment of a provisional liquidator, administrator, trustee or receiver of the whole or substantially whole of the undertaking of the SPV by a court of competent jurisdiction in proceedings for winding up or any other legal proceedings;
7. Levy of an execution or restraint on the SPV's assets which has or is likely to have Material Adverse Effect and/or affect the Project/Project Facilities and Services, materially and such execution or restraint remaining in force for a period exceeding 90 (ninety) Days;
8. The Security Deposit / Performance Guarantee is not maintained in terms of the provisions hereof;
9. The SPV abandons or expresses its intention to revoke/terminate the Agreement without being entitled to do so as is expressly provided in the Agreement;
10. A change in shareholding such that the beneficial interest of the SPV reduces below the limits set in Article 10.2 and/or Management Control of the SPV has occurred in contravention of the provisions of Article 10 hereof;
11. Amalgamation of the SPV with any other company or reconstruction or transfer of the whole or part of the SPV's undertaking other than transfer of assets in the ordinary course of business in contravention with the provisions of Article 10 hereof; and
12. The SPV engaging or knowingly allowing any of its employees, agents, Contractor or representative to engage in any activity prohibited under the Agreement and/or by law or which constitutes a breach of the Agreement or breach of or an offence under any law, in the course of any activity undertaken pursuant to the Agreement.

b. The Authority Event of Default

1. The Authority's failure to perform or discharge its obligations in accordance with the provisions of the Agreement unless such failure has occurred as a consequence of any SPV Event of Default or a Force Majeure Event.
2. Any representation made or warranties given by the Authority under the Agreement is found to be false or misleading.

15.2 Parties Rights

- a. Upon the occurrence of the SPV Event of Default, the Authority shall without prejudice to any other rights and remedies available to it under the Agreement be entitled to terminate the Agreement.
- b. Upon the occurrence of the Authority Event of Default, the SPV shall without prejudice to any other rights and remedies available to it under the Agreement be entitled to terminate the Agreement.
- c. Provided that before proceeding to terminate the Agreement, the Party entitled to do so shall give due consideration and shall have due regard to the nature of the underlying Event of Default, its implication on the performance of the respective obligations of Parties under the Agreement and the circumstances in which the same has occurred.

15.3 Consultation Notice

Either Party exercising its right under Article 15.2, shall issue to the other Party a notice in writing specifying in reasonable detail the underlying Event of Default(s) and proposing consultation amongst the Parties to consider possible measures of curing or otherwise dealing with the underlying Event of Default ("Consultation Notice").

15.4 Remedial Process

Following the issue of Consultation Notice by either Party, within a period not exceeding 90 (ninety) Days or such extended period as the Parties may agree ("Remedial Period") the Parties shall, endeavour to arrive at an agreement as to the manner of rectifying or remedying the underlying Event of Default. Without prejudice to this, if the underlying event is a SPV Event of Default, the Authority shall endeavour

to arrive at an agreement as to and/or any measures as may be considered appropriate by them in the attendant circumstances.

15.5 Obligations during Remedial Period

During the Remedial Period, the Parties shall continue to perform their respective obligations under the Agreement which can be performed, failing which the Party in breach shall compensate the other Party for any loss or damage occasioned or suffered on account of the underlying failure/breach.

15.6 Revocation of Consultation Notice

If during the Remedial Period the underlying Event of Default is cured or waived or the Parties agree upon any of the measures set out in Article 15.4, the Consultation Notice shall be withdrawn in writing by the Party who has issued the same.

15.7 Termination due to Events of Default

If before the expiry of the Remedial Period, the underlying Event of Default is neither cured nor waived nor the Parties have agreed upon any of the measures in accordance with Article 15.4, the Party who has issued the Consultation Notice shall have the right to terminate the Agreement, in which event, the provisions of Article 16 and Article 17 shall, to the extent expressly made applicable, apply.

15.8 The Authority's Rights of Step-in

Upon a Termination Notice being issued by either parties due an Event of Default, the Authority shall, at its discretion

- a. Take possession of the paddy stored in the storage facilities
- b. Take possession of hulled rice in the mill premises

ARTICLE 16

TERMINATION OF THE AGREEMENT

16.1 Termination Procedure

The Party entitled to terminate the Agreement either on account of a Force Majeure Event or on account of an Event of Default shall do so by issue of a notice in writing (“Termination Notice”) to the other Party. The Termination Notice shall be of not less than 90 (ninety) Days and not ordinarily be more than 180 (one hundred and eighty) Days, (“Termination Period”) and at the expiry of the Termination Period, this Agreement shall stand terminated without any further notice.

16.2 Obligations during Termination Period

During Termination Period, the Parties shall subject where applicable to the provisions of this Article 16, continue to perform such of their respective obligations under the Agreement which are capable of being performed with the object, as far as possible, failing which the Party in breach shall compensate the other Party for any loss or damage occasioned or suffered on account of the underlying failure/breach.

16.3 Requisition

The SPV has no right to claim compensation from the Authority, upon issue or receipt as the case may be of Termination Notice, either as a consequence of a Force Majeure Event or as a consequence of an Event of Default.

16.4 Inventory Survey

- i. The SPV agrees that on the service of a Termination Notice or at least 3 (three) months prior to the expiry of the Agreement Period, as the case may be, it shall conduct or cause to be conducted under the Authority’s supervision, an inventory survey on the quantity of paddy and rice available with the SPV and verifying compliance with the SPV’s obligations under the Agreement.
- ii. If, as a result of the survey, the Authority shall observe/notice that there has been any shortfall in the inventory, the SPV shall, at its cost and expenses, take all necessary steps to hand over the shortfall well before the end of agreement period.

- iii. In the event the SPV fails to comply with the provisions of the Agreement, the Authority may itself cause the inventory survey to be conducted. The Authority shall be compensated by the SPV for any costs incurred in conducting such survey.

16.5 Consequences of Termination

Without prejudice to any other consequences or requirements under the agreement or under any law:

- i. The SPV shall hull all the paddy supplied by the Authority and handover the rice to the Authority upon expiry of the Agreement Period by efflux of time or termination of the Agreement due to a Force Majeure Event or on account of an Event of Default in accordance with Article 19; If any shortfall in the quantity of rice handed over with respect to the stipulated norms shall also be compensated at the rate of 120% of the cost of paddy and other incidental charges.
- ii. The Authority shall be entitled to encash any subsisting bank guarantee(s) provided by the SPV against any amounts owing to the Authority by the SPV.
- iii. Notwithstanding anything contained in the Agreement, except for ensuring the deposit of the compensation payable to the SPV in accordance with Article 17, the Authority shall not, as a consequence of termination or otherwise, have any obligation whatsoever to any third party including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or reemployment on any ground, in relation to any person in the employment of or engaged by the SPV in connection with the Project, Assets/Project Facilities & Services by the SPV to the Authority shall be free from any such obligation.

ARTICLE 17

COMPENSATION

17.1 Compensation

a. Termination due to Force Majeure Event

If the termination is due to a Force Majeure Event, no compensation shall be payable by either parties.

b. Termination due to SPV Event of Default

If the termination is due to a SPV Event of Default, the security deposit / performance guarantee amount remitted by the SPV will be forfeited.

c. Termination due to the Authority Event of Default

If the termination is due to Authority Event of Default, no compensation shall be payable by the Authority and the SPV will be at liberty to operate the mill and independently and process paddy from other sources.

17.2 No Compensation on Expiry of Agreement Period

In the event of expiry of Agreement by efflux of time, the SPV shall hull all the paddy supplied by the Authority and handover the equivalent head rice to the Authority. If any shortfall in the quantity of rice handed over with respect to the stipulated norms the Authority shall be compensated at the rate of 120% of the cost of paddy and other incidental charges. In such a scenario, the estimation done by the Authority is final and binding.

17.3 Delayed Payment of Compensation

If for any reasons, other than those attributable to the SPV, the Authority fails to pay the compensation on the end of agreement date, the Authority shall be liable to pay interest @10% per annum thereon from the date of end of agreement till payment thereof. Provided, nothing contained in this Article shall be deemed to authorise any delay in payment of compensation in accordance with the Agreement.

17.4 Remedies Cumulative

The exercise of right by either Party to terminate the Agreement, as provided herein, shall not preclude, such Party from availing any other rights or remedies that may be available to it under law. All remedies available to the Parties shall be cumulative and the exercise or failure thereof of one or more remedies by any Party shall not limit or preclude the exercise of or constitute a waiver of any other remedies by such Party.

ARTICLE 18

ASSIGNMENT AND CHARGES

18.1 Restrictions on assignment and charges

- a. Subject to Article 18.2, this Agreement shall not be assigned by the SPV to any person, save and except with the prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.
- b. Subject to the provisions of Article 18.2, the SPV shall not create nor permit to subsist any Encumbrance, or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project Agreement to which the SPV is a party, except with prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

18.2 Permitted assignment and charges

The restraints set forth in Article 18.1 shall not apply to:

- a. liens arising by operation of law in the ordinary course of business of the Project;
- b. Liens or encumbrances required by any Applicable Law.

18.3 Assignment by the Authority

Notwithstanding anything to the contrary contained in this Agreement, the Authority may, after giving 60 (sixty) days' notice to the SPV, assign and/ or transfer any of its rights and benefits and/or obligations under this Agreement to an assignee who is, in the reasonable opinion of the Authority, capable of fulfilling all of the Authority's then outstanding obligations under this Agreement.

ARTICLE 19

TRANSFER ON EXPIRY OF THE AGREEMENT PERIOD

19.1 General Scope of Transfer/Payment

The Parties shall perform/discharge their respective obligations to be performed or discharged under the provisions of the Agreement on the Transfer Date in entirety. Without prejudice to the generality of this provision and the provisions of Article 16, the transactions to be consummated and the formalities to be completed by the Parties on the Transfer Date shall be as set out in Article 19.2 and Article 19.3.

19.2 SPV's Obligations

The SPV shall;

- i. hull all the paddy supplied by the Authority and handover the rice to the Authority; If any shortfall in the quantity of rice handed over with respect to the stipulated norms shall also be compensated at the rate of 120% of the cost of paddy and other incidental charges
- ii. at its cost, remove within 30 (ninety) days from expiry of the Agreement Period, from the DPCs any moveable assets that are not taken over by or not to be transferred to the Authority in terms of the provisions of the Agreement.

19.3 The Authority's Obligations

- i. Except in the event of expiry of the agreement period by efflux of time, the Authority shall pay compensation payable to the SPV in accordance with Article 17 to the SPV. The SPV confirms that upon such payment being made, the Authority shall stand duly discharged of its obligations regarding payment of compensation under the Agreement.
- ii. The SPV further confirms that payment of compensation by the Authority in accordance with this Article 17 shall be a valid discharge to the Authority in respect of the Authority's obligation regarding payment of compensation to the SPV under the Agreement.

19.4 Risk

Until transfer in accordance with this Article 19, the goods (paddy, rice) shall remain at the sole risk of the SPV except for any loss or damage caused to or suffered by the SPV due to any act or omission or negligence on the part of the Authority under the Agreement.

ARTICLE 20

DISPUTE RESOLUTION

20.1 Dispute Resolution Board

A Dispute Resolution Board (DRB) shall be formed in order to resolve the disputes that may arise during the currency of this Agreement. The members of the DRB shall be nominated by the Authority and the SPV. If any party is not satisfied with the decision of DRB, the issue shall be referred for Arbitration.

20.2 Arbitration

- a. The issues not resolved by DRB shall be referred for arbitration under the Indian Arbitration and Conciliation Act, 1996 and the Rules of the Indian Council of Arbitration, in accordance with the process specified in this Article.
- b. The Arbitration Tribunal shall consist of three (3) arbitrators to be appointed in accordance with the Indian Council of Arbitration Rules.
- c. The arbitrator shall be selected by the SPV from the panel of arbitrators approved by the Authority within 15 days from the date of receipt of the letter from the Authority along with the panel. If there is no reply from the SPV within 15 days, the Authority shall choose any of the arbitrators from the panel of arbitrators referred to above. The remuneration for the arbitrator and other expenses shall be shared equally by the Authority and the SPV.
- d. The venue of the Arbitration shall be at the Head office of the Authority at Chennai. The decision of the Arbitrator shall be final and binding on both the parties to the Arbitration.
- e. The Arbitrator may with the mutual consent of the parties, extend the time for making the award. The award to be passed by the Arbitrator is enforceable in the Court at Chennai city only.
- f. The fees for arbitrator shall be paid as per schedule 4 of Arbitration and Conciliation Act, 1996.

ARTICLE 21

REPRESENTATIONS AND WARRANTIES

21.1 Representations and Warranties of the SPV

The SPV represents, warrants and confirms to the Authority that:

- a. it is duly organized, validly existing and in good standing under the laws of India and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of the Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;
- b. it has full power and authority to execute, deliver and perform its obligations under the Agreement;
- c. it has taken all necessary action to authorize the execution, delivery and performance of the Agreement;
- d. the Agreement constitutes the legal, valid and binding obligation of the SPV, enforceable against it in accordance with the terms hereof;
- e. there are no actions, suits or proceedings pending or to its best knowledge, threatened against or affecting it before any court, administrative body or arbitral tribunal which might materially and adversely affect its ability to meet or perform any of its obligations under the Agreement;
- f. it has the financial standing and capacity to undertake the Project in accordance with the terms of the Agreement;
- g. the execution, delivery and performance of the Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its memorandum of association and articles of association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- h. it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Authority which may result in any Material Adverse Effect on its ability to perform

its obligations under the Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under the Agreement;

- i. it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a Material Adverse Effect on its ability to perform its obligations under the Agreement;
- j. no representation or warranty by it contained herein or in any other document furnished by it to the Authority including the Bid or to any Government Authority in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- k. no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the agreement or entering into the Agreement or for influencing or attempting to influence any officer or employee of the Authority in connection therewith;
- l. agrees that the execution, delivery and performance by it of the Agreement and all other agreements, contracts, documents and writings relating to the Agreement constitute private and commercial acts and not public or governmental acts; and
- m. consents generally in respect of the enforcement of any judgement against it in any proceedings in any jurisdiction to the giving of any relief or the issue of any process in connection with such proceedings.

21.2 Representations and Warranties of the Authority

The Authority represents and warrants to the SPV that:

- a. it is duly organized, validly existing and in good standing under the laws of India;
- b. it has full power and authority to execute, deliver and perform its obligations under the Agreement;
- c. it has taken all necessary action to authorize the execution, delivery and performance of the Agreement;

- d. the Agreement constitutes the legal, valid and binding obligation of the Authority, enforceable against it in accordance with the terms hereof; and
- e. there are no actions, suits or proceedings pending or to its best knowledge, threatened against or affecting it before any court, administrative body or arbitral tribunal which might materially and adversely affect its ability to meet or perform any of its obligations under the Agreement.

21.3 Disclosure

In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under the Agreement.

ARTICLE 22

DISCLAIMER

22.1 Disclaimer

- a. The SPV acknowledges that prior to the execution of this Agreement, the SPV has, after a complete and careful examination, made an independent evaluation of the Tender Document, Scope of the Project, Specifications and Standards, DPCs, local conditions and all information provided by the Authority or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the SPV confirms that it shall have no claim whatsoever against the Authority in this regard.
- b. The SPV acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Article 22.1.a above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the SPV, {the Selected Bidder/ Consortium Members and its/ their} Associates or any person claiming through or under any of them.
- c. The Parties agree that any mistake or error in or relating to any of the matters set forth in Article 22.1.a above shall not vitiate this Agreement or render it voidable.
- d. In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Article 22.1.a above, that Party shall immediately notify the other Party, specifying the mistake or error; provided, however, that a failure on part of the Authority to give any notice pursuant to this Article 22.1.d shall not prejudice the disclaimer of the Authority contained in Article 22.1.a and shall not in any manner shift to the Authority any risks assumed by the SPV pursuant to this Agreement.
- e. Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the SPV and the Authority shall not be liable in any manner for such risks or the consequences thereof.

ARTICLE 23

MISCELLANEOUS PROVISIONS

23.1 Survival of Obligations

Any cause of action which may have occurred in favour of either Party or any right which is vested in either Party under any of the provisions of this Agreement during the Agreement Period as the case may be as a result of any act, omission, deed, matter or thing done or omitted to be done by either Party before the expiry of the Agreement Period by efflux of time or otherwise in accordance with the provisions of this Agreement shall survive the expiry of the Agreement Period/ termination of this Agreement.

23.2 Articles to survive Termination

The provisions of Articles 16 to 23 shall, to the fullest extent necessary to give effect thereto, survive the Agreement Period/the termination of this Agreement and the obligations of Parties to be performed / discharged following the termination / early determination of this Agreement shall accordingly be performed / discharged by the Parties.

23.3 Joint Responsibility

In the event that any damage is caused partly due to the negligence or default or omission on the part of the Authority and partly due to the negligence or default or omission on the part of the SPV, each Party shall be liable to the other Party only in the proportion to its respective degree of negligence or default or omission, as the case may be.

23.4 Several Obligations

Nothing contained in this Agreement shall be construed to create an association, trust, partnership, agency or joint venture among the Parties and Parties shall be liable to perform their respective duties and discharge their respective liabilities or obligations in accordance with the provisions of this Agreement.

23.5 Severability

If for any reason whatsoever any provision or any part(s) of this Agreement is held or shall be declared to be void or illegal or invalid under present or future laws or regulations effective and applicable during the Agreement Period, by any competent arbitral tribunal

or court, and if such provisions shall be fully separable and this Agreement shall be constructed as if such provision or such part(s) of this Agreement never comprised part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such void or illegal or invalid provision or by its severance from this Agreement.

23.6 Notices

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term or related or breach of any term of this Agreement shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

The Authority:

The Managing Director,
Tamil Nadu Civil Supplies Corporation (TNCSC),
No.12, Thambusamy Road, Kilpauk
Chennai - 600 010

The SPV:

or such other address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

23.7 Waiver

No waiver of any term or condition or of the breach thereof by any Party shall be valid unless expressed in writing and signed by such Party and communicated by such Party to the other Party in accordance with the provisions of Article 23.6 of this Agreement. A waiver by any Party of any term or condition or breach thereof in a given case shall not

be deemed or construed as a general waiver of such term or condition or the breach in the future or waiver of any other terms or conditions or breach of this Agreement.

23.8 Amendments, Modifications or Alterations.

No amendments, modifications or alterations of or any additions to the terms and conditions of this Agreement shall be valid unless the same be in writing and agreed to by the Parties.

23.9 Fraudulent and Corrupt Practices

- a. The SPV and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the subsistence of this Agreement. Notwithstanding anything to the contrary contained in the Agreement, the Authority may terminate the Agreement without being liable in any manner whatsoever to the SPV, if it determines that the SPV has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice. In such an event, the Authority shall forfeit the Security Deposit / Performance Guarantee as the case may be, without prejudice to any other right or remedy that may be available to the Authority hereunder or subsistence otherwise.
- b. Without prejudice to the rights of the Authority under Article 23.9.(a) hereinabove and the rights and remedies which the Authority may have under this Agreement, if the SPV is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bid process, or after the issue of LoA or after the execution of this Agreement, the Authority may terminate the Agreement without being liable in any manner whatsoever to the SPV. Further, in such an event, the Authority shall forfeit the Security Deposit / Performance Guarantee.
- c. Further, the SPV shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such SPV is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- d. For the purposes of this Article 23.9, the following terms shall have the meaning hereinafter respectively assigned to them:

- i. “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 Bid process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated or dealt in any manner, directly or indirectly with the Bid process or the LoA or has dealt with matters concerning this 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 Authority, shall be deemed to constitute influencing the actions of a person connected with the Bid Process); or (ii) engaging in any manner whatsoever, whether during the Bid Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Mill or the LoA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
- ii. “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bid process;
- iii. “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 Bid process;
- iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid process; or (ii) having a conflict of interest; and
- v. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the Bid process

23.10 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of India and courts having territorial jurisdiction over the Project shall have jurisdiction over all matters relating to or arising out of this Agreement.

23.11 Jurisdiction of the Court

Any dispute arising out of non-fulfilment of any of the terms and conditions of this Agreement or any other dispute arising out of the arbitration award will be subject to the jurisdiction of the Courts in the City of Chennai only.

23.12 Entire Agreement

This Agreement and the Appendices together constitute a complete and exclusive statement of the terms of the agreement between the Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement unless specifically retained in this Agreement and the Appendices, by reference or otherwise, are abrogated and withdrawn.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this

Agreement on the dates indicated next to their signatures below:

APPENDIX 1

APPROVED SERVICE CHARGES

Service Charges excluding transportation charges approved by the Authority

Service charges per ton of paddy for handling / processing for 1 st year	
Service charge per ton of paddy for 2 nd year	
Service charge per ton of paddy for 3 rd year	
Service charge per ton of paddy for 4 th year	
Service charge per ton of paddy for 5 th year	
Service charge per ton of paddy for 6 th year	
Service charge per ton of paddy for 7 th year	
Service charge per ton of paddy for 8 th year	
Service charge per ton of paddy for 9 th year	
Service charge per ton of paddy for 10 th year	
If extended	
Service charge per ton of paddy for 11 th year	