TIRUCHIRAPPALLI CITY MUNICIPAL CORPORATION

REQUEST FOR PROPOSAL (RFP)

Name of Work : **Selection of a Concessionaire for establishment of 250TPD Solid Waste based Automated Material Recovery Facility (AMRF) at Tiruchirappalli City Municipal Corporation under PPP Mode on Design, Build, Finance, Operate and Transfer (DBFOT)Basis for a period of 21 years**

Estimate Amount : Rs.25.40 Crores

TIRUCHIRAPPALLI CITY MUNICIPAL CORPORATION

RFP REFERENCE NO.297/2024-25, dated 25.03.2025

Request for Proposal (RFP)

Selection of a Concessionaire for establishment of 250TPD Solid Waste based Automated Material Recovery Facility (AMRF) at Tiruchirappalli City Municipal Corporation under PPP Mode on Design, Build, Finance, Operate and Transfer (DBFOT)Basis for a period of 21 years

Date of Release of RFP	07.02.2025
Pre bid Meeting	21.02.2025
Last Date for Submission of Bid	25.03.2025
Date of Opening of Bid	25.03.2025

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DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of Tiruchirappalli City Municipal Corporation (TCMC) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by Tiruchirappalli City Municipal Corporation to the prospective Bidders or any other person. The purpose of this RFP 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 RFP includes statements, which reflect various assumptions and assessments arrived at by Tiruchirappalli City Municipal Corporation in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.

This RFP may not be appropriate for all persons, and it is not possible for TiruchirappalliCity Corporation, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFPmay 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 RFPand obtain independent advice from appropriate sources.

Information provided in this RFPto 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. Tiruchirappalli City Municipal Corporation accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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

TiruchirappalliCity Corporation 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 RFP. Tiruchirappalli City Municipal Corporation may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFPdoes not imply that Tiruchirappalli City Corporation is bound to select or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and TCC 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, expenses associated with any demonstrations or presentations which may be required by Tiruchirappalli City Municipal Corporation,or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and Tiruchirappalli City Municipal Corporation 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.

Glossary

Associate	As defined in Clause 2.2.7
Authority	As defined in Clause 1.1.1
Bidding Documents	As defined in Clause 1.1.7
Bid Due Date	As defined in Clause 1.1.7
Concession	As defined in Clause 1.1.5
Concessionaire	As defined in Clause 1.1.3
Concession Agreement	As defined in Clause 1.1.3
Conflict of Interest	As defined in Clause 2.2.1 (c)
Consortium	As defined in Clause 2.2.1 (a)
DBFOT	As defined in Clause 1.1.1
GoTN	Government of Tamil Nadu
Jt. Bidding Agreement	As defined in Clause 2.2.5.(g)
Lead Member	As defined in Clause 2.2.5.(c)
LOA	Letter of Award
Member	Member of a Consortium
Net Worth	As defined in Clause 2.2.2
PPP	Public Private Partnership
Project	As defined in Clause 1.1.1
Re. or Rs. or INR or ₹	Indian Rupee
Selected Bidder	As defined in Clause 3.2.1
Turnover	As defined in Clause 2.2.2

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

IMPORTANT NOTICE

This tender procedure is governed by the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tenders (Public Private Partnership Procurement) Rules, 2012 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 Tenders (Public Private Partnership Procurement) Rules, 2012 and Rules shall prevail.

1. Introduction

1.1 Background

1.1.1 The Tiruchirappalli City Municipal Corporation (the "Authority") is an Urban Local Body in Tamil Nadu under the administrative purview of Directorate of Administration (DMA), Government of Tamil Nadu. Scientific management of solid waste in an environmentally friendly manner is an important function of Urban Local Bodies.One of the most promising solutions for managing Solid Waste (MSW) is by way of the establishment of Automated Material Recovery Facility (AMRF). Accordingly, Tiruchirappalli City Municipal Corporation intends to establish a 250 TPD Solid Waste based Automated Material Recovery Facility at Ariyamangalam, Tiruchirappalli (the "Project") under Public Private Partnership (the "PPP") Mode on Design, Build, Finance, Operate and Transfer (the "DBFOT") model for a period of 21 years(1 year for construction + 20 years operation & Maintenance Periodand has decided to carry outthe bidding process for selection of a private entity as the Bidder to whom the Projectmay be awarded. Brief particulars of the Project are as follows:

Project Site	**Capacity of Material Recovery Facility**	**Estimated Project Cost (Rs. Crores)**
Ariyamangalam, Tiruchirappalli Taluk, Tiruchirappalli - 620010	250 TPD	25.40

Note: - The tentative cost indicated above is based on the Authority'sown estimation. This cost estimate takes into account the existing infrastructure at the proposed site, which includes two defunct PEB (Pre-Engineered Building) structures that shall be repurposed for storing waste and recovered materials. Bidders are advised to make their own estimates based on the terms & conditions of the RFP, Concession Agreement and requirements specified in the Concession Agreement.

1.1.2 The Authority now intends to select a Bidder for awarding the Project through an open competitive bidding process in accordance with Tamil Nadu Transparency in Tenders (Public Private Partnership Procurement) Rules, 2012 and in accordance with the procedure set out herein.

1.1.3 The Selected Bidder (Single bidder or consortium of entities), undertakes to incorporate a Special Purpose Vehicle under the Companies Act, 2013 (or any substitute thereof) prior to execution of the Concession Agreement (the "Concessionaire") who shall be responsible for designing, engineering, financing, procurement, construction, commissioning, operation and maintenance of the Project under and in accordance with the provisions of a long term concession agreement (the "Concession Agreement") to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant thereto.

1.1.4 The scope of work will broadly include detailed design, engineering, construction drawings, financing, construction, operation and maintenance of 250 TPD Automated Material Recovery Facility as more particularly set forth in the Concession Agreement. In terms of the Concession Agreement, the Concessionaire shall alsobe entitled to market and sell the recovered/ recycled/

end products and appropriate revenues generated there from. The construction period allowed for the Project will be 12 (twelve) months from the Appointed Date (as defined in the Concession Agreement). The Concessionaire shall be responsible for the operation and maintenance of the Automated Material Recovery Facility for the entire period of concession 21Twenty-oneyears (the "Concession Period") in accordance with the Concession Agreement. The Authority shall provide land for establishment of the plant and supply dry waste with 20% maximum mixed waste to the project site on daily basis. The successful bidder shall pay to the Authority a license fee for utilizing the land for establishment of the plant at Rs.1 per square metre per annum.

1.1.5 The Concession Agreement sets forth the detailed terms and conditions for grantof the concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the "Concession").

1.1.6 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted, and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1.1.7 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP as modified, altered, amended and clarified from time to time by the Authority, (collectively the "Bidding Documents") and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the "Bid Due Date").

1.2 Brief description of Bidding Process

1.2.1 The RFP comprises of (i) Technical bid and (ii) Financial bid. The bidders who are qualified in the technical bid will be shortlisted and the financial bids of those bidders will be opened.

1.2.2 The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date ("Bid Validity Period").

1.2.3 The Bidding Documents including the draft Concession Agreement, for the Project are enclosed for the Bidders. The aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.

1.2.4 A Bidder will be required to deposit, along with its Bid, a Bid Security of Rs.25,00,000(Rupees Twenty Five Lacs Only) (the "Bid Security") refundable no later than 60 (sixty) days after the expiration of the bid validity period, including any extension thereof, or 60 (sixty) days after the issue of the Letter of Award, whichever is earlier, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bid security shall be deposited through RTGS or through electronic Bank Guarantee (e-BG).

The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

Bidders have to upload the UTR particulars of RTGS transaction / e-BG details in the e-procurement portal.

1.2.5 The Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the concession including implementation of the Project.

1.2.6 All bidders must submit their offers only through the e- tendering website https://tntenders.gov.in in accordance with the terms and conditions set out in the bid documents and no deviation will be accepted.

1.2.7 Bids are invited for the Project on the basis of the lowest processing fee per MTof waste offered by a Bidder and payable by the Authority for undertaking the project as envisaged in the Concession Agreement. The Concession Period is pre-determined, as indicated in the Concession Agreement. The processing fee per MT of waste shall be payable by the Authority to the selected bidder/ Concessionaire after completion of every month of operation till the end of the Concession Period and shall increase by 5% (five percent) every year over and above the last payable amount as defined in the Concession Agreement. The processing fee per MT of waste shall constitute the sole criteria for evaluation of the financial bids. Subject to Clause 3.2.1, the Project will be awarded to the Bidder quoting lowest processing fee per MT of waste. Goods & Service Tax(GST) if any applicable on the processing fee, shall be paid additionally by the Authority.

In this RFP, the term "**Lowest Bidder**" shall mean the Bidder who is offering the lowest processing fee per MT of waste.

1.2.8 Generally, the Lowest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Section 3 of this RFP, be invited to match the Bid submitted by the Lowest Bidder in case Lowest Bidder withdraws or is not selected for any reasons. In the event that none of the other Bidders match the Bid of the Lowest Bidder, the Authority may, in its discretion, invite fresh Bids from all remaining Bidders or annul the Bidding Process, as the case may be.

1.2.9 The Concessionaire shall, in consideration of its investment and services, be entitled to market and sell the end products viz. recyclable material (such as plastics, metals, paper and glass) and any other recoverable materials generated as prescribed in the Concession Agreement or any other revenues generated from the Project in accordance with the provisions of the Concession Agreement.

1.2.10 Details of the process to be followed and the terms thereof are spelt out in this RFP.

1.2.11 Any queries or request for additional information concerning this RFP shall be submitted in writing to "The Commissioner, Tiruchirappalli City Municipal Corporation ,No. 58, Bharathidasan Salai, Cantonment, Tiruchirappalli - 620001" or through e-mail to commr.trichy@tn.gov.inwith identification/ title:

"Queries/Request for Additional Information: RFP for Selection of a Concessionaire for establishment of 250 TPD Solid Waste based Automated Material Recovery Facility at Tiruchirappalli City Municipal Corporation under PPP Mode on Design, Build, Finance, Operate and Transfer Basis for a period of 21years".

1.3 Schedule of Bidding Process

The Authorityshall endeavour to adhere to the following schedule:

S.No.	Milestones	Date
1	RFP Document Fee	Can be downloaded from website without any fee
2	Bid Security/EMD	**Rs. 25,00,000/-**
3	Issue of RFP	**07.02.2025**
4	Last date for receiving queries	**21.02.2025**
5	Pre-Bid Meeting	**21.02.2025**
6	Bid Due Date	**25.03.2025**
7	Opening of Technical Bids	The technical bid containing Bid Security and qualification documents as prescribed in the RFP document received "online" shall only be opened on **25.03.2025**
8	Opening of Financial Bids	Only the Financial Bid of Technically Qualified bidders will be opened on a later date with due intimation to them
8	Validity of Bids	180 days of Bid Due Date
9	Issuance of Letter of Award (LoA)	Within 10 working days after the announcement of successful Bidder.
10	Formation of SPV and Signing of Concession Agreement	Within 30 days of award of LOA

In case of particular date happens to be a Public Holiday of GoTN, the next working day will be the applicable date for the proposed event.

1.4 Pre-Bid Meeting

The date, time and venue of the Pre-Bid Meeting shall be:

Date: 21.02.2025
Time: 11.00 AM
Venue: Tiruchirappalli Corporation, No. 58, Bharathidasan Salai, Cantonment,
Tiruchirappalli - 620001

The Bidders are advised to visit the project site prior to attending the Pre-Bid meeting.

2. Instructions to Bidders

A. General

2.1 Scope of Bid

The Authoritywishes to receive Bids for the Selection of a Concessionaire for establishment of 250 TPD Solid Waste based Automated Material Recovery Facility at Tiruchirappalli Corporation under PPP Mode on Design, Build, Finance, Operate and Transfer (DBFOT) Basis for a period of 21 years. The Authorityshall constitute the committee as per the Tamil Nadu Transparency in Tender (PublicPrivate Partnership), Rules 2012 for approving the evaluation and other relevant document in all the stages for selection.

2.2 Eligibility of Bidders

2.2.1 For determining the eligibility of Bidders for their pre-qualification prescribed hereunder, the following shall apply:

a. The Bidder for pre-qualification may be a single entity or a group of entities (the "Consortium"), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.

b. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.5 below.

c. The 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. The Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

i. any other prospective Bidder ora 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 orRespondent, 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 Bidder, 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 issue of RFP or where such advisor is engaged after a period of 3 (three) years from the date of commencement of operation of the project.

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

d. The Bidder shall be liable for disqualification if any legal, financial or technical advisor of the Authority 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 issue of this RFP or where such adviser is engaged after a period of 3 (three) years from the date of commencement of operation of the project.

2.2.2 To be eligible for pre-qualification and short-listing, the Bidder shall fulfil the following eligibility and qualification criteria:

a. Eligibility Criteria

Clause	Eligibility Criteria	Supporting Documents/Remarks
i.	i. The bidder shall be a registered legal entity in India and should be in existence for the past three years as on 31st March 2024.	(i) In case of Private/ Public Limited Companies, • Copy of Incorporation Certificate issued by the Registrar of Companies • Copy of Memorandum and Articles of Association.
	ii. In case of Consortium of bidders: a. A consortium of Bids is allowed with maximum of two members. b. One of the membersshall be designated as Lead member. c. Each member of the Consortium	(i) The Consortium partners individually should submit the following: a. In case of Private/ Public Limited Companies, • Copy of Incorporation Certificate issued by the Registrar of Companies • Copy of Memorandum and Articles of Association

Clause	Eligibility Criteria	Supporting Documents/Remarks
	should be a Registered Legal Entity in India and should be in existence for the past three years as on 31st March 2024. d. No member of the Consortium should bid individually or be a partner of another Consortium.	(ii) The original Consortium Agreement should be submitted. The Consortium Agreement shall contain a statement that all partners of the consortium shall be liable jointly and severally for the execution of the contract in accordance with the terms of the concession agreement. (iii) Joint Bidding Agreement as per Annexure – VIII.
ii.	The single bidder/ all the Consortium members 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 issue of RFP.	(i) The declaration form as per Annexure X 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 award of contract by any Government agency, the bid will be rejected

b. Qualification Criteria

Clause	Qualification Criteria	Supporting Documents/Remarks
i.	A. The Bidder (Lead Bidder in case of Consortium) should have success installed and commissioned AMRF plant/facility on a stand-alone basis/ part of Integrated Solid Waste Processing Facility and completed operation for a period of at least 06 months in India during last ten (10) years preceding the bid due date. • One project of 200 TPD capacity or Two projects of 150 TPD capacity **OR** B. The Bidder (Lead Member in case of Consortium) should have success installed and commissioned cement manufacturing plant in India during last ten years preceding the bid due date: • Cement manufacturing facility completed operation for at least 5years with a minimum capacity of 5 lakhs MTPA.	Letter from the Concerned Local Body or any other government department/ govt. agency/ Private Developer as a proof of installed capacity, date of commencement of commercial operation, covering the scope of work of the bidder, and successful completion of operation & maintenance for at least 06 months as on the bid submission end date. Letter from any other government department/ govt. agency/ Private Developer as a proof of installed capacity, date of commencement of commercial operation, and successful completion of operation & maintenance for at least 5 years as on the bid submission end date.

Clause	Qualification Criteria	Supporting Documents/Remarks
ii.	The single bidder/ lead member of the consortium should have reported an Average Annual Turnover* of at least Rs.25.0Crs. (Twenty FiveCrores) in the last three consecutive financial years i.e.,2021-22, 2022-23 and 2023-24.	(i) The average annual turnover statement duly certified by Chartered Accountant as per Annexure III (ii) The Annual Report/ certified copies of Balance Sheet, Profit & Loss statement for the last 3 consecutive financial years i.e. 2021-22, 2022-23 and 2023-24.
iii.	The single bidder/ lead member of the consortium should have reported a positive net worth*as on 31st March 2024	Net worth certificates duly certified by Chartered Accountant as per Annexure IV

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

2.2.3 **Qualification of Bidders**

All the Bidders who fulfil the eligibility and qualification criteria specified in Clause 2.2.2.(a) and 2.2.2.(b) will be declared as qualified and the financial bids of those qualified bidders will only be opened.

2.2.4 The Bidder should submit a Power of Attorney as per the format at Annexure-VI, authorizing the signatory of the Bid to commit the Bidder. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Annexure-VII.

2.2.5 Where the Bidder is a single entity, it may be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 2013 (the "SPV"), to execute the Concession Agreement and implement the Project. In case of single entity, Bidder shall hold 100% shareholding till 5th year from COD and thereafter (from 6th year after COD), Bidder shall directly hold at-least 51% (fifty one percent) of subscribed and paid-up equity share capital of the SPV till end of concession period. In case the Bidder is a Consortium, it shall, in addition to forming SPV, comply with thefollowing additional requirements:

a. Number of members in a consortium shall not exceed 2 (Two);

b. Subject to the provisions of sub-clause (a) above, the Bid should contain the information required for each member of the Consortium.

c. Members of the Consortium shall nominate one member as the lead member (the "Lead Member") who shall have an equity shareholding of at least 51% (fifty one percent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Annexure-VII, signed by all the other members of the Consortium.

d. The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and O&M obligations.

e. An individual Bidder cannot at the same time be a member of a Consortium. Likewise, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium.

f. The members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium.

g. Members of the Consortium shall enter into a Joint Bidding Agreement, substantially in the form specified at Annexure-VIII (the "Jt. Bidding Agreement"). The Jt. Bidding Agreement, to be submitted along with the Bid, shall, inter alia:

i. convey the intent to form a SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Bidder in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;

ii. clearly outline the proposed roles and responsibilities, if any, of each member;

iii. commit the minimum equity stake to be held by each member;

iv. commit that there shall not be any change in ownership / shareholding pattern until 5th (fifth year) from date of Commercial Operation Date (COD) of the facility and the Lead Member shall with its other Consortium Member directly hold 100% (hundred percent) of subscribed and paid-up equity share capital of the SPV until 5th year from COD , and thereafter Lead Member shall directly hold at-least 51% (fifty one percent) of subscribed and paid-up equity share capital of the SPV till end of concession period.

v. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Bidder in relation to the Project in accordance with the Concession Agreement.

and

vi. Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority;

vii. The Bid shall be signed by the duly authorized signatory of the Lead member and shall be legally binding on all the members of the Consortium;

2.2.6 The Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the 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 any public entity for breach by such Bidder, Consortium Member or Associate. Provided, however that whereas Bidder

claims that its disqualification arising on account of any cause or event specified in this Clause 2.2.6 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 the Authority for seeking a waiver from the disqualification hereunder and the Authority 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.

2.2.7 In computing the Technical Capacity, Net Worth & Turnover and Experience of the Bidder/ Consortium members under Clause 2.2.2 (b), the Net Worth & Turnover and Experience of their respective Associates would also be eligible hereunder. The Net Worth & Turnover and Experience of their respective Associates would be considered in the proportion to their shareholding in the Associate.

For purposes of this RFP, 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 (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of not less than 26% (Twenty-six per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law. 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 shall be provided to demonstrate that a person is an Associate of the Bidder or the Consortium as the case may be.

2.2.8 The following conditions shall be adhered to while submitting the Bid:

a. Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexures is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;

b. Information supplied by the Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms.

c. In responding to the pre-qualification submissions, Bidders should demonstrate their capabilities in accordance with Clause 3.1 below; and

d. In case the Bidder is a Consortium, each Member should substantially satisfy the RFP requirements to the extent specified herein.

2.3 Number of Bids and Cost thereof

2.3.1 No Bidder shall submit more than one Bid for the Project. The 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.

2.3.2 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.4 Site Visit and Verification of Information

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

2.5 Acknowledgement by Bidder

2.5.1 It would be deemed that by submitting the Bid, the Bidder has:

a. Made a complete and careful examination of the RFP document;
b. Received all relevant information requested from the Authority;
c. Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.4above; and
d. agreed to be bound by the undertakings provided by it under and in terms hereof; and
e. Independently verified all information received from the Authority;

2.5.2 The Authority 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 RFP or the Bidding Process, including any error or mistake therein orin any information or data given by the Authority.

2.6 Right to accept any Bid and to Reject any or all Bids

2.6.1 Notwithstanding anything contained in this RFP, the Authority 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 the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.6.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

a. at any time, a material misrepresentation is made or uncovered, or

b. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

If the Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occur after the Financial Bids have been opened and the Lowest Bidder gets disqualified/ rejected, then the Authority reserves the right to:

i. invite the remaining Bidders to match the Lowest Bidder/ submit their Bids in accordance with the RFP; or

ii. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.6.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, that one or more of the eligibility and/ or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially in corrector false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, not withstanding anything to the contrary contained therein or in this RFP, be liable to be terminated ,by a communication in writing by the Authority to the Selected Bidder or the Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or the Concessionaire. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under this RFP, the Bidding Documents, the Concession Agreement or under applicable law.

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

B. Documents

2.7 Contents of the RFP

2.7.1 This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

Invitation for Bids

Section 1: Introduction
Section 2: Instructions to Bidders
Section 3:Opening and Evaluation of Financial Bids
Section 4:Fraud & Corrupt Practices
Section 5:Pre-bid meeting
Section 6:Miscellaneous
Section 7:Scope of Work
Section 8: Key Performance Indicators (KPI's)

Annexures

I. Letter comprising the Bid
II. Details of the Bidder
III. Annual Turnover Certificate
IV. Net worth Certificate

V. Statement of Legal Capacity
VI. Power of Attorney for signing the bid
VII. Power of Attorney for Lead Member of Consortium, in case of Consortium bid.
VIII. Joint Bidding Agreement.
IX. Certificate
X. Declaration form
XI. Clarification of RFP document format
XII. Project Information

2.7.2 The Authority accepts no responsibility for the completeness of the RFP document and its addenda unless they were obtained directly from the Authority.

2.7.3 The Bidder is expected to examine all instructions, forms, and terms in the RFP Document and to furnish all information or documentation required.

2.8 Clarifications

2.8.1 Bidders requiring any clarification on the RFP may notify the Authority in writing or by e-mail in accordance with Clause 1.2.11. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Bid Due Date. The responses will be uploaded on the appropriate website (https://tntenders.gov.in).

2.8.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications and publish the same in https://tntenders.gov.in. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP. Verbal clarifications and information given by the Authority or its employees or the Authority representatives shall not in any way or manner be binding on the Authority.

2.9 Amendment of RFP

2.9.1 At any time prior to the Bid Due Date, the Authority may,for any reason, whether at its own initiative or in response to clarifications requested by Bidder, modify the RFP by the issuance of Addendum/ Corrigendum.

2.9.2 Any such addendum or corrigendum will be uploaded on https://tntenders.gov.in and the same will be binding on all Respondents or Bidders, as the case may be.

2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

C. Preparation and Submission of the Bids

2.10 Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. If the supporting documents furnished by the Bidder are in a language other than English, the notarized translated English version of the documents should also be enclosed. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid the English language translation shall prevail.

2.11 Submission of bid

2.11.1 The bidders should submit their bidsonly in online through the website https://tntenders.gov.in.

2.11.2 Bidders are allowed to submit their bid in the portal until the closing time. The portal will not allow any bidder to submit their bid after the scheduled date and time. **The submission of bids physically is not permitted.**

2.11.3 The bidder shall provide all the information sought under this RFP. The Authoritywill evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and/or conditional bids shall be liable for rejection.

2.11.4 Upon successful and timely submission of bids(i.e., after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful 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.

2.12 Uploading of bid

2.12.1 Technical bid:

a. Bid in the prescribed format (Annexure-I) along with Annexures and supporting documents.
b. Details of the bidder as per Annexure-II.
c. Documents in response to fulfilment of Technical and Financial Eligibility criteria.
d. Power of Attorney for signing the Bid as per the format at Annexure-VI.
e. if applicable, the Power of Attorney for Lead Member of Consortium as per the form at Annexure – VII.
f. Copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Annexure-VIII.
g. Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and, if a partnership, then a copy of its partnership deed.
h. Proof of experience in installation, operation and maintenanceof Material Recovery Facilityor Cement Manufacturing Facility as per clause 2.2.2(b).
i. Annual turnover certificate duly certified by a Chartered Accountant (as per Annexure – III).
j. The Annual Report / certified copies of Balance Sheet, Profit & Loss statement for the last 3 consecutive financial years i.e., 2021-22, 2022-23 and 2023-24.
k. Net worth certificates duly certified by Chartered Accountant as per Annexure IV.
l. State of legal capacity as per Annexure-V.
m. Declaration for not having blacklisted either by TiruchirappalliCity Corporation or by any other Govt. agencies/ urban local body/ govt. institutions (as per Annexure-IX).
n. Declaration for not having tampered the RFP documents downloaded from the website www.tntenders.gov.in (Annexure-X).

o. Copy of GST Registration certificate.
p. Latest I.T return.
q. Notarized translated English version of the documents in a language other than English if any

2.12.2 Financial Bid:

The Financial bid shall be only in electronic form as per the prescribed format given.

2.13 Bid Due Date

2.13.1 Bids should be submitted on or before the Bid Due Date and time as specifiedin Clause 1.3 in the manner and form as detailed in this RFP.

2.13.2 The Authoritymay, in its sole discretion, extend the Bid Due Date by issuingan Addendum in accordance with Clause 2.9 uniformly for all Bidders.

2.14 Late submission of Bids

The server time shall be treated as final and binding. Bids recorded in the server before the closing time will only be treated as valid. Bidders are, therefore, advised to submit their bids well before the closing time. If any bid reaches the server after the closing time as per server time, the same will not be recorded and no complaint in this regard shall be entertained. The Authorityshall not in any way be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the Bidders.

2.15 Modifications/ substitution/ withdrawal of Bids

2.15.1 The bidder may modify its bid tillthe closing time in the portal. No bid shall be permitted to be modified or substituted bythe bidder after the closing time. No bidder shall be allowed towithdraw its Bid after the closing time.

2.15.2 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

D. Evaluation of Technical bid

2.16 Opening and Evaluation

2.16.1 The Authority shall open the technical bids online as specified in Clause 1.3.

2.16.2 The Authority shall open the Technical Bids and examine the bids in accordance with the clause 2.2.2 (a) & (b).

2.16.3 Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selectionwill be given.

2.16.4 Any information contained in the Bid shall not in any way be construed asbinding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of suchinformation.

2.16.5 The Authority 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.

2.16.6 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion,exclude the relevant project for qualifying as an Eligible Project.

2.16.7 In the event that the bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authorityshall reject such claim and exclude the same from qualifying as Eligible Project. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid and/ or Bid in accordance with the provisions of Clauses 2.6.2 and 2.6.3.

2.16.8 Any adverse/not satisfactory remarks on the performance of previous works will entail disqualification of the RFP.

2.16.9 The Authority may arrange for field inspection of the projects already executed by the Bidder/ OEM/ Technology partner to verify their eligibility conditions and in case if any failure to satisfy the requirements, their RFP will be rejected.

2.17 Confidentiality

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

2.18 Tests of responsiveness

2.18.1 Prior to evaluation of technical bids, the Authority shall determine whether eachBidder is responsive to the requirements of the RFP. The bid shall be considered responsive only if:

a. it is received as per format at Annexure-I.
b. it is received within the Bid Due Date including any extension thereof pursuant to Clause 2.13.2.
c. it is accompanied by the Power of Attorney as specified in Clause 2.2.4, and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.5 (c).
d. it contains all the information and documents (complete in all respects) as requested in this RFP.
e. it contains information in formats same as those specified in this RFP.
f. it is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.2.5(g).
g. it does not contain any condition or qualification.

h. It is accompanied by the bid security as mentioned in this RFP and
i. it is not non-responsive in terms hereof.

2.18.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification or substitution shall be entertained by the Authorityin respect of such Bid.

2.19 Clarifications

2.19.1 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be through the e-tendering portal i.e.https://tntenders.gov.in.

2.19.2 If the Bidder does not provide clarifications sought under Clause 2.19.1 above within the prescribed time, its Bid shall be liable to be rejected. In case theBid is not rejected, the Authority 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 the Authority.

E. Qualification of Technical Bids

2.20 Qualification and notification

After the evaluation of technical bids, the Authority would announce a list of qualified bidders in the technical bid. At the same time, the Authority would notify the other Bidders that they have not been qualified. The Authority will not entertain any query or clarification from Bidders who fail to qualify.

F. BID SECURITY

2.21 Bid Security

2.21.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 1.2.4 hereinabove by way of RTGS/e-BG.

2.21.2 Any Bid without the Bid Security shall be summarily rejected by the Authority as non-responsive.

2.21.3 Save and except as provided in Clauses 1.2.4, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as per Clause 1.2.4.

2.21.4 The Selected Bidder's Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof.

2.21.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.21.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the

Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.21.6 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or under the Concession Agreement, or otherwise, under the following conditions:

a. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;

b. If a Bidder withdraws its Bid after submission but before opening of the Bid or of a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;

c. In the case of Selected Bidder, if it fails within the specified time limit –

i. to sign and return the duplicate copy of LOA;
ii. to sign the Concession Agreement; or
iii. to furnish the Performance Security within the period prescribed.

In case the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

3. Opening and Evaluation of Bids

3.1 DELETED

3.2 Selection of bidder

3.2.1 The bidder who quoted Lowest Processing Fee per MT of waste shall be declared as the successful bidder (the “Selected Bidder”). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

3.2.2 In the event that, two or more Bidders quote the same amount of processing fee per MT of waste (the "Tie Bids"), the Authority 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 shall be adjudged the Selected Bidder. In case the Authority again receives Tie Bids, then the Authority shall declare as successful such tied Bidder whose Technical Experience is higher than the other tied Bidder(s) during the Qualification Stage.

3.2.3 In the event that the Lowest Bidder withdraws or is not selected for any reason in the first instance (the “first round of bidding”), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Lowest Bidder (the “second round of bidding”). If in the second round of bidding, only one Bidder matches the Lowest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Lowest Bidder in the second round of bidding, then the Bidder whose Bid was Lowest as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder.

3.2.4 In the event that no Bidder offers to match the Lowest Bidder in the second round of bidding as specified in Clause 3.2.3, the Authority may, in its discretion, invite fresh Bids (the “third round of bidding”) from all Bidders except the LowestBidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are lower than the Bid of the second Lowest Bidder in the first round of bidding.

3.2.5 The Authority shall negotiate with the “Selected Bidder” for a further improvement of the Final Offer.

3.2.6 Upon finalization of negotiated rate, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

3.2.7 After acknowledgement of the LOA as aforesaid the Successful Bidder shall execute the Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

3.2.8 Prior to signing of Concession Agreement, the successful bidder shall submit an unconditional and irrevocable bank guarantee for an amount equal to INR 1,30,00,000 (Rupees One Crore Thirty Lakhs Only). Until the performance security has been submitted to the Authority, the bid security shall remain in force and effect, and upon the submission of performance security, the Authority's Representative shall release the Bid Security to the Concessionaire. Notwithstanding anything to the contrary in this agreement, in the event that the performance security is not provided by the Concessionaire on or before the execution of Concession Agreement, the Authority may encash the Bid Security and appropriate the proceeds thereof as damages, and all rights, privileges, claims and entitlements of the Concessionaire under or arising out of the LOA shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire.

Performance security may have an initial validity period of 3 (Three) years and must be renewed on a year-on-year basis, before the expiry of the 11th (eleventh) month of the relevant year until the expiry of the Concession Period.

The Performance security shall remain in force and effect throughout the period of Concession Agreement and shall be released within 3 (three) months after the expiry of Concession Period provided the Concessionaire is not in breach of this Agreement. The security shall be issued by any Indian Nationalized/ Scheduled Commercial Bank.

3.3 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

3.4 Bid Parameter

The Bid shall comprise of Processing Fee per MT of solid waste to be quoted by the Bidder in accordance with the provisions of the Concession Agreement. The Bidder who offers the Lowest Processing Feeper MT of wasteshallbe selected as a Successful Bidder. Apart from the quoted processing fee following financial assistance shall be provided to selected Bidder.

3.5 Viability Gap Funding

The SPV set up by the selected Bidder shall also be paid a capital grant ("Grant") as viability gap funding (VGF) by Authority according to guidelines of Swachh Bharat Mission ("SBM") 2.0 for setting-up material recovery facility. The total admissible support as a VGF/ capital grant is Rs. 7.02 Crores (Rupees Seven Crores Twenty Thousand only). This grant is primarily towards capital investment of AMRF plant.

VGF Schedule:

The schedule for the payment of VGF shall be as below for theproject:

Project Milestone	**Disbursement**	**Remarks**
Completion of 100% Civil Works for AMRF Plant	25% of total VGF	Upon issue of Certificate by Authority or through its authorized engineer for milestone 1
Procurement of AMRF Equipment(s) and Machineries at the Site	25% of total VGF	Upon issue of Certificate by Authority or through its authorized engineer for milestone 2
After the successful Commissioning of AMRF Plant	25% of total VGF	Upon issue of Certificate by Authority or through its authorized engineer for milestone 3
After Commercial Operations Date (COD)	25% of total VGF	Upon issue of Certificate by Authority or through its authorized engineer for milestone 4

4. Fraud and Corrupt Practices

4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authoritymay reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or the Concessionaire, as the case may be, if it determines that the Bidder or the Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, is found bythe 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 Bidding Process, or after the issue of the LOAor the execution of the Concession Agreement, such Bidder or Concessionaire, shall not be eligible to participate in any tender or RFP issued by the Authorityduring a period of 2 (two) years from the date such Bidder, or Concessionaire, as the case may be, 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.

4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:

a. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authoritywho is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession 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 Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authorityin relation to any matter concerning the Project;

b. “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

c. “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

d. “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

e. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. Pre-bidMeeting

5.1 There will be a Pre-bidmeeting on 21.02.2025 at time in Tiruchirappalli City Municipal Corporation, No. 58, Bharathidasan Salai, Cantonment, Tiruchirappalli – 620001 during which the prospective Bidders can get clarifications about the RFP. A maximum of two representatives of each Bidder shall be allowed to participate in the production of authorization letter from the Bidder.

5.2 During the course of Pre-bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process as per Tamil Nadu Transparency in Tenders (Public Private Partnership Procurement) Rules, 2012.

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

6. Miscellaneous

6.1 The Bidding Process shall be governed by, and construed in accordance with, the Tamil Nadu Transparency in Tenders Rules, 2000 and Tamil Nadu Transparency in Tenders (Public Private Partnership Procurement) Rules, 2012, the laws ofIndia and the Courts at Tiruchirappalli shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or inconnection with the Bidding Process. The language for communication for any arbitration in relation to the Bidding Process shall be in English.

6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
b. consult with any Bidder in order to receive clarification or further information;
c. retain any information and/ or evidence submitted to the Authorityby, on behalf of, and / or in relation to any Bidder; and/ or
d. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the bidding documents, pursuant hereto, and/ or in connection with the bidding process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

7. Scope of Work

The scope of work for Concessionaire is discussed in different phases of project below.

Pre-Design & Conceptual Phase

- The Concessionaire shall design, build, finance, operate and maintain the Automated Material Recovery Facility (AMRF) plant for a period of 21 years, catering for the future increase in MSW generation during the concession period in line with the applicable laws including but not limited to SWM Rules, 2016.

- Concessionaire shall prepare a detailed micro implementation plan to be submitted to Tiruchirappalli Corporation for review and approval within 1 month from the date of signing of Concession Agreement.
- Concessionaire shall be responsible for obtaining all applicable permissions, consents, and NOCs from all the respective government departments, including Consent to Establish (CTE) & Consent to Operate (CTO) under water & air act and authorization from Tamil Nadu Pollution Control Board (TNPCB).
- The Concessionaire shall carry out all necessary studies and surveys for the assessment (including but not limited to topographical surveys, geotechnical investigations, physical & chemical characterization of solid waste), site conditions for site development and construction of the Material Recovery Facility.
- The Technology suggested/offered shall follow all applicable standards as per prevailing regulations of CPCB, SPCB, and SWM Rules 2016.

Design & Construction Phase

- Concessionaire shall be responsible for the planning & preparation of detailed design & engineering, working drawings for the construction & operation of AMRF plant including infrastructure facilities such as boundary wall, internal roads, security rooms, admin. building, sheds for plant and machinery, shed for storage of recyclables and RDF, weigh bridge, labour rest room, control room, firefighting system, water supply, drainage & sewerage system, and green belt, etc.
- Procurement, supply, installation & commissioning of Automatic AMRF plant with minimum manual interventions.
- The AMRF plant shall have all minimum equipment/ machineries viz. conveyor belts, bag opening shredder with loading hopper, trommels of different sizes, sorting conveyor system, ballistic separator, magnetic separator, air density separator, shredder, backhoe loader, bailing system, DG set of required capacity, transformer, CCTVs, office furniture and systems.
- Procurement and installation of IoT (internet of things) based system for the real time monitoring of all the processes, equipments/ machinery and weighbridge. Access shall be provided to Authority.
- Installation of all necessary steel structures, flooring and sheds for mounting of machinery.
- Installation of coconut husk recycling plant of required capacity.
- The facility shall be set up at the land provided by the Authority. The land of around 4.53 acres area provided shall only be used for the purposes of the Project.

- The Concessionaire shall set-up a Automated Material Recovery Facility of 250 TPD capacity producing segregated recyclable/ non-recyclable/ RDF/ inert waste streams from dry waste.
- Compliance with all regulations/policies related to Environmental Conservation & Management - National Environment Policy, 2006; The Environment Protection (Act) 1986 and The Environmental Protection Rules 1986; The Water (Prevention and Control of Pollution) Act, 1974 and The Water Cess Act 1977; The Air (Prevention and Control of Pollution) Act. 1981 and The Noise Pollution (Regulation and Control) Rule, 2000.
- Compliance with all applicable government laws such as Minimum Wages Act, 1948; The Child Labour (Prohibition & Regulation), 1986; The Maternity Benefit Act, 1961; The Worker's Compensation Act, 1923; The Payment of Gratuity Act, 1972; The Equal Remuneration Act, 1976; The Companies Act, 2013; The Industrial Dispute Act, 1948; ESI; The Motor Vehicle Act, 1988 & Motor Vehicles Rules, 1989.
- Compliance to SWM Rules 2016, Plastic Waste Management Rules 2016; Hazardous and Other Wastes (Management & Transboundary Movement) Rules, 2016, amended 2019, SBM 2.0 operational guidelines & its amendments thereafter.
- Approval & authorization for the external infrastructure such as water, electricity, road, etc.
- Automation of machinery through electrical panels & installation of IT-enabled MIS systems for continuous monitoring (24x7) of the project. MIS system should capture quantity of waste transported to AMRF plant, segregation into different streams, recovery of recyclables, making RDF & its disposal, transportation of inert waste, plant efficiency, percentage of waste processed, recycled and recovered etc.
- Setting-up of complaint redressal handling system and toll-free number for receiving calls from citizens.
- The work shall have to be executed in accordance with the drawings (prepared by Concessionaire) and approved by the competent authority and shall have to meet high standards of workmanship, safety, and security.
- The Automated Material Recovery Facility shall be commissioned with successful trial runs within a period of 12 (twelve) months or the implementation schedule submitted in the technical proposal (whichever is minimum) from the date of signing of the concession agreement. The Concessionaire shall submit monthly progress reports during the above period to the Authority and Independent Engineer appointed by the Authority.

Operational Phase

- Authority shall provide minimum 80% of 250 TPD dry solid waste with maximum (±)20% mixed waste to the Concessionaire at doorstep of AMRF plant.
- Operational and maintenance plan/ O&M manual shall be prepared by Concessionaire and to be submitted to the Authority and Independent Engineer appointed by Authority for the review and approval.
- Operation & maintenance of the AMRF plant for the 20-year period excluding construction period.
- Providing suitable Personal Protective Equipments (PPEs) to all the workers.
- Provision of exhaust and ventilation systems within AMRF facility.

- Pay for the utilities such as water, electricity & any other charges as applicable to the AMRF plant.
- Segregation of dry waste into RDF, recyclables & inert and further processing/recovery of recyclables & sellable material.
- Recovery of recyclable materials into minimum 10 categories such as paper, plastic PET bottles, metal, aluminium, glass, coconut shell, cardboard, rubber, leather, batteries as per the recycler's requirement and send recyclable material to respective industries.
- Further segregation of plastic films into LDPE, LLDPE, PP etc and rigid plastics in to HDPE, PP, ABS, HIPS, PVC etc.
- A dedicated technology / plant for the processing and recycling of coconut waste at AMRF plant.
- Recovery of the combustible fraction of MSW & make it RDF (Refuse Derived Fuel) fit for industrial use or other suitable disposal methods as per the disposable agency requirements (cement industries, RDF plant, etc.).
- Transportation of segregated combustible fraction (SCF) / RDF materials from AMRF plant to cement industries or RDF plant on daily basis for the co-processing and final disposal.
- The Concessionaire will have the rights to sell the products & by-products recovered from AMRF plant and revenue earned through selling of the same.
- In case the domestic hazardous waste is received along with dry waste at the AMRF plant, the same must be disposed of through the incinerator installed within the premises of the facility.
- The Concessionaire shall maintain daily records (digital inventory management system for each segregated waste fraction) of the quantum of incoming, processed waste, rejects, and products in the formats approved by Authority and Independent Engineer appointed by Authority. The monthly report shall be submitted by the Concession to the Authority and Independent Engineerappointed by the Authority.
- Compliance with labor acts, work compensation acts such as The Minimum Wages Act, 1948; The Child Labour (Prohibition & Regulation), 1986; The Maternity Benefit Act, 1961; The Worker's Compensation Act, 1923; The Payment of Gratuity Act, 1972; The Equal Remuneration Act, 1976; The Companies Act, 2013; Interstate Migrant Workmen Act 1979; The Industrial Dispute Act, 1948; ESI; The Motor Vehicle Act, 1988 & Motor Vehicles Rules, 1989.
- Replacement of the assets as and when required should be carried out by the Concessionaire at his own cost.
- Tools and tackles required for operation and maintenance should be provided by the Concessionaire.
- Tightening of foundation bolts, checking of oil, lubricating, greasing, preventing leakage, and cleaning the equipment every day or as required should be ensured.
- The Concessionaire is expected to employ reserve operators in the performance of the contract consequent to labour regulations/statute on working of personnel on National Holidays etc., and also on any day when operator(s) is/are absent from duty.

- The operating personnel shall have thorough knowledge of safety precautions during emergency cases and also be conversant with the rules/regulations, IE Act/ Rules, and Indian Factory Act/Rules.
- The Contractor shall provide a Notice Board on which the precautions to be taken by the operation and maintenance staff have to be exhibited.
- Aggregate residual inert waste & hand over to the corporation or its authorized operator for disposal. The responsibility of collection & transportation of the inert waste from the AMRF plant will be of Concessionaire.
- The dead animal and hazardous waste disposal responsibilities will be of Tiruchirappalli Corporation.
- Concessionaire shall install any other equipment that may not be mentioned in DFR or tender which can be considered as good practice after taking approval from Tiruchirappalli Corporation.
- The Concessionaire shall minimize odour generation and prevent off-site migration of gaseous emissions. Ambient air quality at the site and in the vicinity shall be monitored to meet the specified standards as per CPCB and SPCB rules and regulations, SWM Rules 2016, and other applicable laws/rules.
- The Concessionaire should endeavor & ensure the running of the system for at least 330 days during which the segregation of Solid Waste (MSW) shall not be stopped for the reasons other than mentioned below:
    - Any Power shutdown.
    - Any Electrical breakdown.
    - Due to any other reasons specified by the Authority.
- Even in the cases mentioned above, the restoration of the system should be done with the least interruption.
- Daily charts of the personnel are to be displayed on the premises. The engineer in charge can inspect the attendance on the basis of daily charts.
- The Concessionaire shall erect at least (1) signboard with details (capacity, contact details, and signage) about the Automated Material Recovery Facility in the local language (Tamil) and English of a size not less than 2 ft. by 4 ft. each, adjacent to the main entrance in a manner that is ordinarily visible to any person using such entrance.
- Social and environmental impact assessment (Focused Group Discussion FGD), consultation with rag pickers at site, public consultation as per the Environmental and Social Management Framework (ESMF) for project.
- Sustainable Livelihood for Ragpickers through formation of Self-Help Group (SHG) and employment in AMRF facilities to be proposed, as required and as per SBM 2.0 guidelines.
- Bringing informal sector workers to formal sector and mainstreaming of workforce in waste management sector.
- The Concessionaire shall display the layout at the entrance and indicate warning signs in the Material Recovery Facility. The Concessionaire shall also set up a board displaying the air quality parameters.

- The workers involved in MSW handling shall be provided with gloves, masks, uniforms, aprons, and other Personal Protective Equipment (PPE).
- All insurance charges for workers & machinery will be contributed by the Concessionaire.
- Concessionaire shall be responsible for providing a toll-free number for the collection of dry waste in bulk quantity.
- In addition to this compliance to applicable rules and regulations pertaining to Tamil Nadu state is given as follows in respective stages of project:
    i) The Tamil Nadu District ities Act, 1920
    ii) Tamil Nadu Combined Development and Building Rules, 2019
    iii) The Tamil Nadu Factories Rules, 1950
    iv) Tamil Nadu water supply and drainage board act, 1970
    v) Tamil Nadu infrastructure development board regulations, 2013, The Tamil Nadu infrastructure development act, 2012
    vi) The Tamil Nadu infrastructure development rules, 2012
    vii) The Tamil Nadu highways act, 2001
    viii) Tamil Nadu Special Economic Zones (Special Provisions) Act, 2005
    ix) Tamil Nadu Urban Land (Ceiling and Regulation) Act, 1978
    x) Tamil Nadu Public Premises (Eviction of Unauthorised Occupants) Act, 1975
    xi) The right to Fair Compensation and Transparency in Land Acquisition
    xii) Rehabilitation and Resettlement Act, 2013
    xiii) Tamil Nadu Groundwater (Development and Management) Act, 2003
    xiv) Tamil Nadu state disaster management policy 2023
    xv) Tamil Nadu town & country planning act, 1971

8. Key Performance Indicators (KPIs)

Sr. No.	Key Performance Indicator	Requirement	Incident Reporting	Monitoring Mechanism	Rectification	Penalty & Incentives
1.	Compliance with the Environmental Protection Act, 1986, Solid Waste Management Rules, 2016 and SPCB Norms & conditions of consent.	100% Compliance to Consent to Establish and Consent to Operate	All incidences	Monthly Status Report Random check by Authority and Independent Engineer	Within one week	As per the penalty and fines levied by competent Authority or Government Instrumentality responsible for regulating compliance with applicable environmental laws including but not limited to Environmental Protection Act 1986/ SWM Rules 2016
2.	Failure to achieve COD within 30 days of the Scheduled Construction Completion Date	Should achieve COD within 30 days of the Scheduled Construction Completion Date	All incidences	Monthly Status Report Random check by Authority and Independent Engineer	30 days from scheduled construction completion date	1% of the Performance Security per day of delay beyond 30 days and maximum up to 180 days shall be paid by Concessionaire
3.	Capacity of Dry Waste Processing	Redundancy should be made to process entire waste (± 20% daily average).	Shortfall on Monthly average	Monthly Status Report Random check by Authority and Independent Engineer	Within one week	Two times of processing fee/ MT quoted by Concessionaire during bidding process shall be paid by Concessionaire if shortfall is more than ± 20%
4.	Quantity of Dry Waste	Requirement based on capacity (± 20%) on doorstep of operator	Shortfall on Monthly average	Monthly Status Report Random check by Authority and Independent Engineer	Within a week	If the Acceptable Waste Quantity falls below the guaranteed Acceptable Waste Quantity, the Authority shall be obligated to pay liquidated damages shall be calculated based on 75% of unit price quoted by the Concessionaire duringbidding process but upto a maximum of Rs. 325 TPD, applied to shortfall quantity, which shall be determined on monthly average basis
5.	Quality of waste	± 20% of Mixed waste Presence of biomedical waste & Hazardous waste	Monthly basis Daily Basis (Based on observation & Photographic evidence)	Monthly Report based on physical observation	Number of Incidence needs to be reported & submitted to Authority	Biomedical waste and hazardous waste shall be transported to incinerator by Authority if found.

Sr. No.	Key Performance Indicator	Requirement	Incident Reporting	Monitoring Mechanism	Rectification	Penalty & Incentives
		Silt, clay and C&D waste-not more than 5%	Monthly Basis based on C&D waste rejects coming out of the process			
6.	Waste Received at AMRF Plant	Dry waste with maximum contamination of 20% should be sent to AMRF facility.	All Incidence	Random Sampling for the incoming waste and 3 samples per day Sampling analysis by authorized and accredited agency Penalty and fines will be calculated based on monthly average	IEC campaign for citizens of the corporation with the objective of better implementation of waste segregation	Authority shall be obligated to pay liquidated damages shall be calculated based on 75% of unit price quoted by the Concessionaire during bidding process but upto a maximum of Rs. 325 TPD, applied to more than 20% mixed waste for 7 consecutive days
7.	Dead Animal waste received at AMRF plant	Dead animal waste if received at AMRF plant	All incidence	Dead animal waste received at AMRF plant needs to be recorded and informed to the Authority	Within 24 hours	Dead animal waste will be transported to incinerator by Authority within 24 hours after reporting
8.	100% redundancy for entire AMRF facility	The maximum allowable break-down/ maintenance period should not be more than 3 continuous days in a quarter	Breakdown/ Shutdown	Daily inspection by Authority and Independent Engineer	Within 3 days	Rs. 5000 per day from 4th day onwards shall be paid by Concessionaire
9.	Weighbridge is non-operational at AMRF plant to breakdown for a consecutive period of 3 days or more	The maximum allowable break-down/ maintenance period should not be more than 3 days in a year		Inspection by Authority and Independent Engineer	Within 24 hours	INR 10,000 per day from 2nd onwards shall be paid by Concessionaire

Sr. No.	Key Performance Indicator	Requirement	Incident Reporting	Monitoring Mechanism	Rectification	Penalty & Incentives
10.	Disposal Frequency	Storage capacity of RDF should not be more than 5 days. Regular evacuation of RDF to cement industries.	Storage of RDF delayed beyond 3 days.	Monthly Report and Inspection by Authority and Independent Engineer	Within 1 week	INR 10,000 per day per incidence beyond disposal period to be given by Concessionaire
11.	Reject Management (residual/ inert waste more than 10% sent to earmarked site)	Maximum 10% rejects	All incidence	Weighment slips/ Daily reports/ Inspection		INR 1,000/ MT shall be paid by Concessionaire if quantity of rejects from AMRF plant is more than 10%.
12.	Submission of Monthly Report to client for all parameters on 7th day of each month	Monthly Report	All incidences	Delay in submission of report beyond 7 days to Authority and Independent Engineeras per the timelines provided in the Contract.		INR 1,000 per day of delay.

Annexure I - Letter Comprising the Bid

From,
Name:

Address:

Ph:

E-mail:

To,

The Commissioner,
No. 58, Bharathidasan Salai, Cantonment,
Tiruchirappalli 620001

Sub: Bid for Selection of Concessionaire for establishment of 250 TPD Solid Waste based Automated Material Recovery Facility at Tiruchirappalli City Municipal Corporation under PPP Mode on Design, Build, Finance, Operate and Transfer (DBFOT) Basis for a period of 21 years.

Dear Sir/Ma'am,

1. With reference to your RFP document dated _____, I/we, having examined the RFP document and understood its contents, hereby submit my/our bid forthe aforesaid project. The Bid is unconditional and unqualified.

2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of Concessionaire for the aforesaid project, and we certify that all information provided 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 express purpose of selection as Concessionaire for the design, development, finance, construction, operation and maintenance of the aforesaid Project.

4. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.

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

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 RFP document, includingany Addendum issued by the Authority; and
    b. I/We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFP document; and
    c. I/We have not directly or indirectly or through an agent engaged or indulged inany corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any bid or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
    d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 5 of the RFP 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; and
    e. The undertakings given by us in response to the RFP for the Project were true and correct as on the date of making the bid and are also true and correct as on Bid Due Date and I/we shall continue to abide by them.

8. I/We understand that you may cancel the Bidding Process at any time and that you areneither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liabilityto the Bidders, in accordance with Clause 2.16.5 of the RFP document.

9. I/We believe that we/our Consortium satisfy the Net Worth and Turnover criteria and meet(s) all the requirements as specified in the RFP document.

10. I/We declare that we/any Member of the Consortium, or our / its associates are not a member of a / any other Consortium submitting a bid for the project.

11. I/ We certify that in regard to matters other than security and integrity of the country, we /any member of 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 Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court ofLaw.

13. I/ We further certify that no investigation by a regulatory authority is pending either against us /any member of 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 RFP, we shall intimate the Authority of the same immediately.

15. I/we further certify that we/any member of 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. I/ We understand that the Selected Bidder shall incorporate a special purpose vehicle under the Indian Companies Act, 2013 prior to execution of the Concession Agreement.

17. The power of attorney forsigning of Bid and the power of attorney for Lead Member of Consortium, asper format provided at Annexures VIand VIIrespectively of the RFP, are enclosed.

18. I/ We hereby confirm that we are in compliance of / shall comply with the project requirements specified in Clause 2.2.2.

19. I/ We acknowledge and undertake that there shall not be any change in ownership / shareholding pattern until 5th (fifth year) from date of Commercial Operation Date (COD) of the facility and the Lead Member shall with its other Consortium Member directly hold 100% (hundred percent) of subscribed and paid-up equity share capital of the SPV until 5th year from COD , and thereafter Lead Member shall directly hold at-least 51% (fifty one percent) of subscribed and paid-up equity share capital of the SPV till end of concession period.

20. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to 5th (fifth) anniversary of the date of commercial operation of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

21. I/We, hereby irrevocably waive any right or remedy which we may have at any stageat law or howsoever otherwise arising to challenge or question any decision taken by the Authorityin connection with the selection of Bidder,or in connection with the selection/ Bidding Process itself, in respect of the abovementioned Project and the terms and implementation thereof.

22. I/ We understand that the Selected Bidder shall incorporate a special purpose vehicle under the Indian Companies Act, 2013 prior to execution of the Concession Agreement.

23. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

24. I/We have studied all the Bidding Documents care and also surveyed the project site and analyzed the details of the project. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any

documents or information provided to us by the Authorityor in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.

25. I/ We offer a Bid Security of Rs._____/- tothe Authority in accordance with the RFP Document.

26. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project/ Concession is not awarded to me/us or our Bid is not opened or rejected.

27. The Processing Fee per MT of waste has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the cost, implementation and operation of the Project.

28. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

29. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement in accordance with the terms herein.}

30. I/We shall keep this offer valid during the Bid Validity Period specified in the RFP.

31. I/We hereby submit the following bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.

32. I/We certify that in terms of the RFP, my/our Net worth is Rs. …….. (Rs.in words) and Average Annual Turnover is Rs. …….. (Rs. in words).

33. {We agree and undertake to be jointly and severally liable for all the obligations ofthe selected Bidder in accordance with the Concession Agreement.}#

In witness thereof, I/We submit this Bid under and in accordance with theterms of the RFP document.

Yours faith,

Date: (Signature of the Authorized Signatory)
Place: (Name and designation of the AuthorizedSignatory)
Name and seal of the Bidder

Omit if the Bidder is not a Consortium.

Annexure II - Details of the Bidder

1. (a) Name
   (b) Country of incorporation
   (c) Address of the corporate headquarters and its branch office(s), if any, in India
   (d) Date of incorporation and / or commencement of business

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project

3. Details of individual(s) who will serve as the point of contact / communication of theBidder:
   (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

1. In case of a Consortium:

   (a) The information above (1-4) should be provided for all the members of theConsortium.
   (b) A copy of the Jt. Bidding agreement, as envisaged in Clause 2.2.5 (g) shouldbe attached to the Bid.
   (c) Information regarding role of each member should be provided as per tablebelow:

S.No.	Name of the member	Role* (Refer clause 2.2.5(d))	Percentage of equity in the Consortium (Refer Clauses 2.2.5(a), (c) & (g))
1.			
2.			

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

Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. 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 Bidder or its Member, write “Associate” along with Member Code.

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

S.No.	Criteria	Yes	No
1.	Has the Bidder / constituent of the Consortium been barred by the Central/ State/ UT Government,or any entity controlled by them, from participating inany Project?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder/ 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 Bidder 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)

Annexure III - ANNUAL TURNOVER CERTIFICATE

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.	2021-2022	
2.	2022-2023	
3.	2023-2024	
	Total	
Average annual turnover		

Note: Average Turnover of three consecutive financial years will be considered i.e.,FY 2021-22, FY 2022-23 and FY 2023-24.

DATE :

SIGNATURE OF THE BIDDER

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

Annexure IV - NETWORTH CERTIFICATE

The Net worth of M/s ..... as on as on 31st March 2024is _____ crores and certified that the statement is true and correct.

DATE :

SIGNATURE OF THE BIDDER

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

Annexure-V Statement of Legal Capacity

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

Ref.
Date:

To,
The Commissioner,
No. 58, Bharathidasan Salai, Cantonment,
Tiruchirappalli 620001

Dear Sir/Ma'am,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP 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 RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faith,

(Signature, name and designation of the authorized signatory)

For and on behalf of…….

* Please strike out whichever is not applicable.

Annexure-VI Power of Attorney for Signing of Bid

(Refer Clause 2.2.4)

Know all men by these presents, We……. (name of thefirm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), …… son/daughter/wife of…… and presently residing at ……., who is presentlyemployed 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 arenecessary or required in connection with or incidental to submission of our Bid for Selection of Concessionaire for establishment of 250 TPD Solid Waste based Automated Material Recovery Facility (AMRF) at Tiruchirappalli Corporation under PPP Mode on Design, Build, Finance, Operate and Transfer Basis for a period of 21 years proposed by TiruchirappalliCity Corporation (the "Authority") including but not limited tosigning and submission of all Bids and other documents and writings,participate in Pre-bids and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of allcontracts including the Concession Agreement and undertakings consequent to acceptance ofour Bid, and generally dealing with the Authority in all matters in connection with or relatingto or arising out of our Bid for the said Project and/ or upon award thereof to us and/or till theentering into of the Concession Agreement with the Authority.

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 tohave been done by us.

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

For……..

(Signature, name, designation and address)

Witnesses:
1.
2.

Notarized

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/ powerof attorney in favour of the person executing this Power of Attorney for the delegationof power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have tobe legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostillecertificate.*

Annexure – VII Power of Attorney for Lead Member of Consortium

(Refer Clause 2.2.4)

Whereas Tiruchirappalli City Municipal Corporation (the "Authority") has invited Bids from interested parties for Selection of Concessionaire for establishment of a 250 TPD Solid Waste based Automated Material Recovery Facility at Ariyamangalam (the "Project") under Public Private Partnership (the "PPP") Mode on Design, Build, Finance, Operate and Transfer (the "DBFOT") Basis for a period of 21 years.

Whereas ……., and……. (Collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and

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

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 concession/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 Bid and other documents and writings, participate in Bidders and other conferences, respond to queries, submit information/ documents, Accept Letter of Award sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, 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 Concession Agreement is entered into with the Authority.

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 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.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

Annexure – VIII JOINT BIDDING AGREEMENT

(Refer Clause 2.2.5 (g))

(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)

   The above-mentioned parties of the FIRST and SECOND are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS

(A) Tiruchirappalli City Municipal Corporation, having its office at,No. 58, Bharathidasan Salai, Cantonment, Tiruchirappalli - 620001(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 Bids (the Bids") by its Request for Proposal No. …… dated …… (the "RFP") for pre-qualification and short-listing of Bidders for Selection of Concessionaire for establishment of a 250 TPD Solid Waste based Automated Material Recovery Facility at Ariyamangalam (the "Project") under Public Private Partnership (the "PPP") Mode on Design, Build, Finance, Operate and Transfer (the "DBFOT") Basis for a period of 21 years.

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other Bid documents in respect of the Project, and

(C) It is a necessary condition under the RFP 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 RFP.

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 the Special Purpose Vehicle (the "SPV"), under the Indian Companies Act, 2013 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Bidder in terms of the Concession 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 Concession 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 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 RFP and the Concession Agreement, in accordance with the Concession 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:

6.2 The Parties undertake that there shall not be any change in shareholding pattern until the 5th (fifth) anniversary of the date of commercial operation of the facility.

6.3 The Parties undertake that the Lead Member shall with its other Consortium Member directly hold 100% (hundred percent) of subscribed and paid-up equity share capital of the SPV until5th

(fifth year) from date of Commercial Operation Date (COD), and thereafter Lead Member shall directly hold at-least 51% (fifty one percent) of subscribed and paid-up equity share capital of the SPV till end of concession period.

6.4 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession 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 Concession 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 Bidder is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED
For and on behalf of LEAD MEMBER by:	For and on behalf of SECOND PART
by:	
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(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 his Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Annexure – IX Certificate

Date: _____

Certified that M/s...../ the firm /company or its partners/ shareholders have not been blacklisted as on _____ by TiruchirappalliCity Corporation or 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.

SIGNATURE OF THE BIDDER
(with seal and address)

Annexure – X Declaration Form

Date: _____

a) I/We …….. having our office at ……. do declare that I/We have care read all the conditions of RFPfloated by TiruchirappalliCity Corporation vide tender ref.no. _____ for the selection ofConcessionaire for establishment of 250 TPD Solid Waste based Automated Material Recovery Facility at Tiruchirappalli Corporation under PPP Mode on Design, Build, Finance, Operate and Transfer Basis for a period of 21 years.

b) I/We have downloaded the RFP document from the internet site https://tntenders.gov.inand I/ We have not tampered / modified the RFP document in any manner. In case, if the same is found to be tampered / modified, I/ We understand that my/our RFP will be summarily rejected, and full Bid Security will be forfeited, and I /We am/are liable to be banned from doing business with TiruchirappalliCity Corporation or prosecuted.

SIGNATURE OF THE BIDDER
(with seal and address)

Annexure XI - Clarification on RFP 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 RFP requiring Clarification**	**Points of clarification required**
1			
2			
3			

SIGNATURE OF THE BIDDER
(with seal and address)

Annexure XII –Project Information[1]

Site Details

The designated area for the AMRF is 4.53 acres within the 47-acre Ariyamangalam dumpsite situated at Tiruchirappalli. The GPS co-ordinates are 10°48'19.5"N 78°43'20.7"E and below image depicts both the overall site area and the allocated space for the proposed AMRF.

Connectivity and Accessibility

The site is well connected to the city by Nagapattinam - Coimbatore - Gundlupet highways by about 250 m access road.



Figure F-1:Google Image of the new proposed site

Site Surroundings

The distance of important environmental and other sensitive locations of the proposed AMRF is given in the table below.

Table F-1: Site Suitability Analysis

Sr. No.	Place	Actual Siting Distance
1	Coastal regulation, wetland, critical habitat areas, sensitive eco-fragile areas, and flood plains as recorded for the last 100 years	The site is not under coastal regulations. Sea coast is more than100 km from site There is no wetland, water bodies, Eco sensitive zone in the vicinity. The project away from any flood prone area. No

[1]**Disclaimer**
This information presents the overview of the project, site details, survey and secondary data etc. Thecontent of this document should not be construed as the final project information. The data andinformation is based on available secondary data and published sources. The Bidders are advised to carry out their own investigation and surveys required to arrive at theirown process governing parameters

Sr. No.	Place	Actual Siting Distance
		known history of flooding.
2	River	No river in 5 Km radius (i.e., away from flood plain)
3	Pond, lakes, water bodies	No water bodies in the radius of 500 m
4	Non-meandering water channel	No water canal in 5 Km radius
5	Highway or railway line, water supply wells	No National/ State Highway in 5 Km radius. The railway line is within 3 km from site.
6	Habitation	The nearest habitation is within 500m.
7	Earthquake zone	Zone II (Low Risk Zone)
8	Flood prone area	No
9	Water table (highest level)	Water level is about 5 m (Pre-Monsoon)
10	Airport	About 5 Km away from site

Availability of Water and Power

The Concessionaire must make the necessary arrangements for water supply and sewer system at the site.The power requirement for construction and operation of the plant will be arranged by the concessionaire. However, Tiruchirappalli Corporation will assist concessionaire for obtaining all the consents and clearances.

Note: The proposed site includes two defunct PEB (Pre-Engineered Building) structures that shall be repurposed for storing waste and recovered materials.

Demographic details of project area

The population data for last decades as per G.O 152 of and Water Supply Board is about 9,15,869 in 2011 & 10,81,234 in the year 2021.

The statistical figure based on 2011 population is given below:

Table F-2 Statistical Details of Tiruchirappalli City Municipal Corporation

Sr. No.	Population Attributes	Details
1.	Total Population of City (as per census 2011)	847,387
1.1	Males	418,400
1.2	Females	428,987
1.3	Sex Ratio	1025
2.	Population density (per Sq. km)	5135
3.	Scheduled Caste (SC) (Total)	88806
4	Scheduled Tribe (ST) Total	2372
5	Literacy Rate (Total) %	91.38
6.	Total Main Workers (%)	35
6.1	Main work (out of 35% main workers) - %	91.93
6.2	Marginal workers (out of 35% main workers) - %	8.07
7.	Total solid waste generation in 2023 (TPD)	508
7.1	Tentative quantity of dry solid waste (TPD)	220

Details of the Existing dumpsite

The legacy waste at the Ariyamangalam dumpsite, which has been receiving waste since the 1960s, is currently being subjected to Biomining Phase I involved the scientific processing and disposal of approximately 7.60 lakh cubic meters of legacy waste, and Phase II is currently underway, targeting the processing of 3.40 lakh cubic meters of legacy waste.

Currently the faction of waste left out after processing in the decentralized facility is collected and transported to the Ariyamangalam Dumpsite.

Regulatory Framework

Various standards, codes and publications are to be referred to for developing and adopting Best Practices for the project. These publications are given in Table below:

Applicable Regulatory Framework & Clearances

S. No.	Clearances	Applicability	Regulatory/ coordinating authority	Indicative Time Frame	Responsibility		Remarks
					Implementation	Supervision	
1	Consent to Establish and Consent to Operate under Air, Water & Environment Act and noise rules.	For establishment of AMRF Plant	Tamil Nadu State Pollution Control Board (TNPCB)	Construction stage (Prior to initiation of any work).	The Contractor	Tiruchirappalli Corporation	Provide a copy of all necessary clearances to the Tiruchirappalli Corporation • Adhere to all clearance terms and conditions
2	SWM authorization under solid waste management rules for processing/ recycling/ treatment and disposal of solid waste	For establishment of AMRF Plant	Tamil Nadu State Pollution Control Board (TNPCB)		The Contractor	Tiruchirappalli Corporation	
3	Permission/ NOC from State Ground Water department.	For extraction of ground water	State Ground Water department		The Contractor	Tiruchirappalli Corporation	
4	Labor license from labor commissioner office	Engagement of Labor	Office of the labour Commissioner		The Contractor	Tiruchirappalli Corporation	
5	Provision of Building & other construction workers (Regulation of Employment and condition of service) Act 1996	Applicable for health and safety issues of labours	State Labour Department		The Contractor	Tiruchirappalli Corporation	Authorization has to be taken from State Labour Dept.
6	Certificate of Pollution Under Control (PUC) for Vehicles	Applicable for vehicle engaged in construction activities	State Transport Authority	Construction Phase	The Contractor	Tiruchirappalli Corporation	

SCHEDULE OF QUANTITITES

Tender Inviting Authority: The Commissioner, Tiruchirappali City Municipal Corporation

Name of Work : Selection of a Concessionaire for establishment of 250 TPD Solid Waste based Automated Material Recovery Facility (AMRF) at Tiruchirappalli City Munuicipal Corporation under PPP Mode on Design, Build, Finance, Operate and Transfer (DBFOT) Basis for a period of 21 years

Tender No: 297/2024-25 **Tender Date : 25.03.2025**

Bidder Name :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER	TEXT #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Estimated Rate	Quoted Currency in INR / Other Currency	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	3	4	5	6	8	9	10	11	12
1	Processing fee payable by the Authority		1.00	TPD	0.00	INR				
2	Applicable GST									
Total in Figures										
Quoted Rate in Figures										
Quoted Rate in Words										

Signature of the Tenderer

Signature Not Verified

Digitally signed by PRAKASAVELU SIVAPATHAM
Date: 2025.02.08 11:28:05 IST
Location: Tamil Nadu-TN