TAMIL NADU STATE HIGHWAYS AUTHORITY

REQUEST FOR PROPOSAL

For

Selection of Concessionaire for Tolling, Operation, Maintenance & Transfer of Six lane Chennai Outer Ring Road (CORR) - Phase-I i.e. Vandalur to Nemilichery (29.65 km) and Phase-II i.e. Nemilichery to Minjur in TPP Road (30.50 Km), for a total length of 60.15 Km.

Through

International Competitive Bidding under Single Stage Bidding Process

REQUEST FOR PROPOSAL - VOLUME I

BID DOCUMENT

JULY 2025

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Government of Tamil Nadu
Tamil Nadu State Highways Authority (TANSHA)
International Competitive Bidding
Notice Inviting Bid(Online only)

Tender Notice No. 1, TANSHA/ CORR / 2025 Dated 21.07.2025

RFP for Project comprising Tolling, Operation, Maintenance & Transfer of six lane Chennai Outer Ring Road (CORR) for a total length of 60.15 Km comprising of Phase-I i.e. Vandalur to Nemilichery (29.65 km) and Phase-II i.e. Nemilichery to Minjur in Tiruvotriyur Ponneri Panchetti (TPP) Road (30.50 Km).

The Government of Tamil Nadu had entrusted to the Tamil Nadu State Highways Authority (TNSHA, the "Authority") the Tolling, Operation and Maintenance of the State Highway sections given in the table below (the "Project"). The Authority has resolved to undertake the Tolling, Operation and Maintenance of the existing road as given in the table below on Toll Operate Transfer (TOT) basis and has decided to carry out the Bidding Process for selection of a private entity as the Bidder to whom the Project may be awarded. Brief particulars of the Project are as follows:

Project Name	Length (Kms)	Initial Estimated Concession Value of Authority (INR Cr)
Tolling, Operation, Maintenance & Transfer of six lane Chennai Outer Ring Road (CORR) for Phase-I i.e. Vandalur to Nemilichery (29.65 Kms) and Phase-II i.e. Nemilichery to Minjur in TPP Road (30.50 Kms) for a total length of 60.15 Kms	60.15	To be disclosed to the Selected Bidder

The complete Bid document can be viewed/downloaded from e-tender portal https://tntenders.gov.in from 30/07/2025, 11.00 a.m (IST) to 11.00 a.m on 17/09/2025. Bid must be submitted online only at https://tntenders.gov.in on or before **18/09/2025** up to 3.00 p.m (IST).

Bid through any other mode shall not be entertained. Please note that the Authority reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever

1. The Request for proposal (RFP) document will be available only in online at www.tntenders.gov.in.
2. Bidders are advised to note the minimum qualification criteria specified in Clause 2.2 of Request For Proposal (RFP).
3. Bidders are advised to download the RFP Documents prior to the pre-bid meeting in order for bidders to have a good understanding of the scope of work under this contract for discussion and clarification at the pre-bid meeting. Bidders are invited to attend an ONLINE Pre-bid

meeting on 20.08.2025 at 11.00 a.m (IST). Bidders if have query shall e-mail the same to tanshamembertech@gmail.com before 3.00 p.m (IST) 18.08.2025.

4. Bids must be submitted on e-procurement system before 3.00 p.m (IST) on 18.09.2025 and will be opened online on 19.09.2025 at 3.15 p.m (IST).
5. All bids must be accompanied by a Bid security as per Cl. 2.1.6 of the RFP document.
6. It is the bidder's responsibility to verify the website for the latest information related to this tender.
7. Any changes / corrections will be intimated in the website only.

Member - Technical
Tamil Nadu State Highways Authority
Chennai

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 the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and 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 the Authority 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 making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the project(s). 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 the Authority, 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 the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or 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 this Bid Stage.

The Authority 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. The Authority 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 RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder JV, as the case may be, for the project(s) and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of

its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority 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 2.1.16
Agreement	As defined in Clause 1.1.2
Authority	As defined in Clause 1.1.1
Bank Guarantee	As defined in Clause 2.21.1
Bid(s)	As defined in Clause 1.2.2
Bidders	As defined in Clause 1.2.2
Bidding Documents	As defined in Clause 1.1.7
Bidding Process	As defined in Clause 1.2.1
Bid Concession Fee	As defined in Clause 1.2.6
Bid Security	As defined in Clause 1.2.4
Bid Due Date	As defined in Clause 1.1.7
Concession	As defined in Clause 1.1.5
Concession Agreement	As defined in Clause 1.1.2
Concessionaire	As defined in Clause 1.1.2
Conflict of Interest	As defined in Clause 2.2.1(c)
Consortium	As defined in Clause 2.2.1(a)
Initial Estimated Concession Value of Authority	As defined in Clause 1.1.4
Government	Government of Tamil Nadu
Highest Bidder	As defined in Clause 1.2.7
LOA	As defined in Clause 3.7.4
Project	As defined in Clause 1.1.1
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposal	As defined in the Disclaimer
Selected Bidder	As defined in Clause 3.7.1

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.

DATA SHEET

1.	**Name of the Project**	"Selection of Concessionaire for Tolling, Operation, Maintenance & Transfer of Six lane Chennai Outer Ring Road (CORR) - Phase-I i.e. Vandalur to Nemilichery (29.65 km) and Phase-II i.e. Nemilichery to Minjur in TPP Road (30.50 Km), for a total length of 60.15 Km"
2.	**Tender issued by/ Agreement signing Authority**	TAMIL NADU STATE HIGHWAYS AUTHORITY (TANSHA)
3.	**Procurement stages**	Single Stage
4.	**Bid Process Fee**	**Rs. 60,000 (Rupees sixty thousand only)** through online transfer on e-procurement portal
5.	**Bid Security**	**Rs. 6,00,00,000 (Rupees six crore only)** through online transfer on e-procurement portal or in the form of Electronic Bank Guarantee
6.	**Bid Document availability on portal i.e. start date & time of issue of RFP document**	Start date at **30/07/2025, 11.a.m (IST)** on the portal **https://tntenders.gov.in**
7.	**Site visit**	Visit to the Site by the Bidders will be facilitated by the Authority. Bidders interested in visiting the Site are required to send an email to **tanshamembertech@gmail.com** specifying the date and time.
8.	**Pre-bid meeting / webinar**	The Pre-Bid meeting would be held online through video conferencing on the **20/08/2025 at 11.a.m (IST)**
9.	**Last Date and Time for submission of queries**	Date:**18/08/2025** Time:**12.00 p.m. (IST)** Mode: E-mail to **tanshamembertech@gmail.com**
10.	**Response to Pre-Bid Queries**	Date:**28/08/2025** Time:**3.00 p.m (IST)** Mode: Shall be uploaded in the tender portal

11.	**Last date and time of Submission of Bids**	Last Date for submission of Technical Bid and Financial Bid (online): **18/09/2025 up to 3.00 p.m. IST**
12.	**Date and Time for opening of Bids**	**19/09/2025 at 3.15 p.m. IST** - online
13.	**Website details**	Replies to queries/ clarifications/ addendum/ corrigendum etc. shall be posted on the following website **https://www.tntenders.gov.in**

Tamil Nadu State Highways Authority (TANSHA)
HRS Campus, 76, Sardar Patel Rd, Little Mount,
Guindy, Chennai, Tamil Nadu 600025

SECTION 1

INTRODUCTION

1.1 Background

1.1.1 The Tamil Nadu State Highways Authority, represented by its Member - Technical ("the **Authority**") is engaged in the Operations and Maintenance of State Highways and as part of this endeavour, the Authority has decided to undertake Tolling, Operations and Maintenance of the Chennai Outer Ring Road (CORR) Phase-I i.e. Vandalur to Nemilichery and Phase-II i.e. Nemilichery to Minjur in TPP Road (the "**Project**") through Public Private Partnership (the "**PPP**") on Toll, Operate and Transfer (the "**TOT**") basis for a period of 25 (twenty five) years, and has decided to carry out the bidding process for the selection of a private entity as the Bidder to whom the Project may be awarded.

A Brief description of the Project is as follows:

Stretch	Start (Km)	End (Km)	Length (km)	Initial Estimated Concession Value of Authority (INR Cr)
Six – Lane Chennai Outer Ring Road, (Phase I) i.e. Vandalur to Nemilichery, Tamil Nadu	0.00	29.65	29.65	To be disclosed to the Selected Bidder
Six – Lane Chennai Outer Ring Road, (Phase II) i.e. Nemilichery to Minjur, Tamil Nadu	29.65	60.15	30.50	

The Authority intends to award the Project through an open competitive bidding process set out herein and in compliance with the following:

a) Tamil Nadu Transparency in Tenders Act, 1998;
b) Tamil Nadu Transparency in Tenders Rules 2000;
c) Tamil Nadu Transparency in Tenders (Public Private Partnership Procurement) Rules 2012;
d) Tamil Nadu Infrastructure Development Act, 2012;
e) Tamil Nadu Infrastructure Development Rules, 2012; and
f) Tamil Nadu Infrastructure Development Regulations, 2013

1.1.2 The Selected Bidder, who is either a company incorporated under the Companies Act, 1956/2013 or its substitute thereof or undertakes to incorporate as such prior to execution of the concession agreement (the "**Concessionaire**"), shall be responsible for operation

and maintenance of the projects 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 TANSHA as part of the Bidding Documents pursuant hereto.

1.1.3 The scope of work will broadly include Tolling, Operation, Management, Maintenance and Transfer of the Project Highway subject to and in accordance with the provisions of the Concession Agreement, and Performance and fulfilment of all other obligations of the Concessionaire in accordance with the provisions of the Concession Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Concessionaire under the Concession Agreement.

1.1.4 The Estimated Concession Value (the **"Initial Estimated Concession Value of Authority"**) shall be disclosed only to the Selected Bidder. The assessment of the actual Concession Fee, however, will have to be made by the Bidders.

1.1.5 The Concession Agreement for the Project sets forth the detailed terms and conditions for grant of 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 (collectively the **"Bidding Documents"**), and all Bids shall be prepared and submitted in accordance with such terms on or before the Bid Due 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 Authority has adopted a single stage two-part process (referred to as the "**Bidding Process**") for selection of the Bidder for award of the Project. The Bidder shall pay to the Authority a sum as mentioned in the Data Sheet above, as the cost of the bid process ("Bid Processing Fee") paid through the e-procurement portal. Alternatively, the Bidder may also deposit the Tender Processing Fee directly in to the bank account of the Authority. The details of Authority Account for deposition of Tender Processing Fee online is given below:

Name of Beneficiary	Tamil Nadu State Highways Authority
Name of Bank	State Bank Of India
Account Number	00000044328998816
IFSC Code	SBIN0011655

Eligibility and qualification of the Bidder will be first examined based on the details submitted under first part (**Technical Bid**) with respect to eligibility and qualifications criteria prescribed in this RFP. The "**Bidder**", which expression shall, unless repugnant to the context, include the members of the Consortium. The Financial Bid under the second part shall be opened of only those Bidders whose Technical Bids are responsive to eligibility and qualification requirements as per this RFP.

The Authority shall be entitled to disqualify any Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-IA]

1.2.2 Interested bidders (**"Bidders"**) are being called upon to submit their bid(s) in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of 120 (one hundred and twenty) days from the date specified in Clause 1.3 for submission of Bids (**"Bid Due Date"**). The Technical Bid and Financial Bid shall collectively be referred as Bid (**"Bid"**).

1.2.3 The complete Bidding Documents including the draft Agreements for the Project is enclosed for the Bidders. Subject to the provisions of Clause 2.1.3, any addenda issued subsequent to this RFP document, will be deemed to form part of the Bidding Documents.

1.2.4 A Bidder is required to deposit, along with its Bid, a Bid Security for an amount as mentioned in the Data Sheet (the "**Bid Security**") refundable not later than 180 (one hundred and eighty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agreement. The Bidders will have an option to provide Bid Security in the form of online transfer through e-procurement portal or Electronic Bank Guarantee acceptable to the Authority, and in such event, the validity period of the Bank Guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

1.2.5 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 contract including implementation of the Project.

1.2.6 The Concessionaire shall be selected for the Project on the basis of the Highest total upfront Concession Fee (**"Bid Concession Fee"**). The Bid Concession Fee for the project would be summation of Net Present Value (NPV) of Net free Cash Flow as estimated by the Concessionaire during the Entire Concession Period at the concessionaire's own discount rate. The Concession Period is pre-determined, as indicated in the Concession Agreement.

The Bid Concession Fee shall constitute the sole criteria for evaluation of Bids.

1.2.7 **Bid Parameter:**
Bids are invited on the basis of the Highest Bid Price. The Bid Price shall constitute the sole criteria for evaluation of Bids. In this RFP, the term "**Highest Bidder**" shall mean the Bidder who is quoting the highest total Bid Concession Fee for the Project;

Bid Price shall mean, unless repugnant to the context, the Bid Concession Fee quoted by the Bidder in the Bid Price Sheet in Appendix IB.

1.2.8 Generally, the Highest Bidder shall be the Selected Bidder. In the event the Highest Bidder is not selected for any reason whatsoever, the process specified in Clause 3.7.3 of this RFP shall be followed

1.2.9 The Concessionaire shall be entitled to levy and charge a user fee from users of the Project.

1.2.10 Other details of the process to be followed under this bidding process 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 by e- mail to the officer designated as mentioned in the Data Sheet above with identification/ title: "Queries / Request for Additional Information:

Tolling, Operation, Maintenance & Transfer of six lane Chennai Outer Ring Road (CORR) for Phase- I i.e. Vandalur to Nemilichery (29.65 km) and Phase-II i.e. Nemilichery to Minjur in TPP Road (30.50 Km), for a total length of 60.15 Km.

1.3. Schedule of Selection process

The Authority shall endeavour to adhere to the following schedule:

Sl. No.	Event Description	Date
1.	Invitation of RFP (NIT)	21.07.2025
2.	Last date for receiving queries	14.08.2025 IST 03.00 P.M
3.	Pre-Bid meeting at venue mentioned in the Data Sheet	20.08.2025 IST 11.00 A.M @ office of the TANSHA Chennai
4.	Authority response to queries latest by	28.08.2025 IST 03.00 P.M
5	Last date for submission of Bids	18.09.2025 IST 03.00 P.M
6	Opening of Technical Bids	19.09.2025 IST 03.15 P.M
7.	Declaration of eligible / qualified bidders	As per RFP
8	Opening of Financial Bids	As per RFP
9.	Declaration of Selected bidder	As per RFP
10.	Letter of Award (LOA)	As per RFP
11.	Validity of Bid	As per RFP
12.	Signing of Agreement	As per RFP

SECTION-2
INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 General terms of Selection process

2.1.1 No Bidder shall submit more than one Bid for the Project. A Bidder bidding 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.

2.1.2 An international Bidder bidding individually or as a member of a Consortium shall ensure that Power of Attorney is legalised/apostille by appropriate authority notarised in the jurisdiction where the Power of Attorney is being issued and requirement of Indian Stamp Act is duly fulfilled.

2.1.3 The information contained in Bidding Documents about the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Bidding Documents shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever concerning or arising out of any or all contents of the Bidding Documents.

2.1.4 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft concession agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

2.1.5 The Bid shall be furnished in the format exactly as per Appendix-I i.e. Technical and Financial Bid as per Appendix IA and Appendix IB respectively. Bid Concession Fee amount shall be indicated clearly in both figures and words, in Indian Rupees in prescribed format of Financial Bid and it will be signed by the Bidder's authorised signatory

2.1.6 The Bidder shall upload a Bid Security for an amount as mentioned in the Data Sheet. The Bidder has the option to provide the Bid Security in the form of online transfer through e-procurement portal or Electronic Bank Guarantee acceptable to the Authority, as per the format at Appendix-II. The Bidders shall also make online payment to the Authority towards the Tender Processing Fee mentioned in the Data Sheet above.

2.1.7 The validity period of the Bank Guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, and may be extended as may be mutually agreed between the Authority and the Bidder and upon receipt of written approval from the bank. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 180 (One hundred and eighty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agreement.

2.1.8 The Bidder should upload a Power of Attorney as per the format at Appendix-III, authorising the signatory of the Bid to commit the Bidder.

2.1.9 In case the Bidder is a Consortium, the Members thereof should upload a Power of Attorney in favour of any Member, such Member shall thereafter be identified as the Lead Member, in the format at Appendix – IV[1]. In case the Bidder is a Consortium, Joint Bidding Agreement in the format at Appendix V shall be uploaded by the bidder. Bidder shall be required to submit original Power of Attorney in favour of the Lead Member and original Joint Bidding Agreement not later than the Technical Bid opening date.

2.1.10 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

2.1.11 The Bid and all communications in relation to or concerning the Bidding Documents, and the Bid shall be in English language.

2.1.12 The Bidding documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.12 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

2.1.13 This RFP is not transferable.

2.1.14 Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.1.15 Where the Bidder is a single entity, it shall 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 the Bidder is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:

a) Number of members in a consortium shall not exceed 3 (three). However, none of the members in a Consortium should be under any sort of ineligibility under the Bid documents;;

b) subject to the provisions of clause (a) above, the Bid should contain the information required for each member of the Consortium;

c) the Consortium Members whose Financial Capacity has been submitted for qualifying in this Bid shall subscribe and hold until the 2nd (second) anniversary of the Appointed Date, equity share capital in a manner that: (i) the Member whose Financial Capacity had been evaluated shall hold not less than 26% (twenty six) of

[1] *In case of a Consortium, the Members should upload a Power of Attorney in favour of the any Member as per the format as Appendix-IV. Such Member shall thereafter be identified as the Lead Member. The Lead Member should upload a power of Attorney as per the format in Appendix-III, authorising the signatory of the Application. Members of the Consortium need not upload Power of Attorney as per the format at Appendix-III, authorising the signatory of the Application*

the subscribed and paid-up equity of the Concessionaire and (ii) together all the members of the Consortium shall hold 51% (fifty one percent) of the subscribed and paid-up equity of the Concessionaire. After the second anniversary of the date of the commercial operation of the Project, the Consortium Members whose Financial Capacity had been evaluated shall be permitted to exit the Concessionaire.

d) The Technical Capacity in relation to O&M experience shall be submitted to the Authority in line with the requirements under Annex-3 of Appendix 1A of this RFP 270 days prior to the commencement of the O&M obligations (O&M Handover Date).

e) members of the Consortium shall nominate one member as the lead member (the "**Lead Member**"), who shall have an equity share holding of at least 26% (twenty-six per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium;

f) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial obligations;

g) an individual Bidder cannot at the same time be member of a Consortium applying RFP. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for RFP;

h) the members of the Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;

i) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-V (the "**Jt. Bidding Agreement**"), for the purpose of submitting Bid. The Jt. Bidding Agreement, to be submitted along with the Application, shall, *inter alia*:

(i) convey the intent to form an SPV, solely for the purpose of domiciling the Project(s) and no other purpose, 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 Concessionaire 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 each of the members, whose experience will be evaluated for this RFP, shall subscribe to 26% (twenty-six per cent) or more of the paid-up and subscribed equity of the SPV and shall further commit that each such member shall, for 24 (twenty-four) months from the Appointed Date, hold equity share capital not less than 26% (twenty-six per cent) of the subscribed and paid up equity share capital of the SPV.

(v) mandate members of the Consortium to undertake that they shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid up equity of the SPV at all times until the second anniversary of the Appointed Date of the Project; and

(vi) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved

in accordance with the Concession Agreement; and

j) 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.

During the bidding process and prior to execution of the Concession Agreements for Project, any default by the Concessionaire under this RFP shall entitle the Authority to cancel the Project. Upon such cancellation, the provisions of Clause 1.2.7 of this RFP shall apply.

2.1.16 In computing the Net Worth of the Bidder/ Consortium Members under Clauses 2.2.2, 2.2.3 and 3.4, the Net Worth of their respective Associates would also be eligible hereunder. 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 more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or contract. It is clarified that a certificate from a qualified external auditor who audits the book of accounts 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.

2.1.17 The following conditions shall be adhered to while submitting a Bid:

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

(b) information supplied by a 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 RFP submissions, Bidders should demonstrate their capabilities in accordance with Clause 3.4 below; and

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

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

a. Where, on the date of the Bid, not less than 50% (fifty percent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons resident outside India or where an Bidder or its Member is controlled by persons resident

outside India; or

b. if at any subsequent stage after the date of the Bid, there is an acquisition of not less than 50% (fifty percent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member;

then the Eligibility and / or opening of Financial Bid and or award of the Project to such Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Bidder.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

The Bidder shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

2.1.19 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (three) months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.1.20 Deleted .

2.1.21 Entities of countries which have been identified by Ministry of Road Transport & Highways, Government of India and/or Government of Tamil Nadu as not allowing Indian companies to participate in their Government procurement for any item related to Ministry of Road Transport & Highways, Government of India and/or Government of Tamil Nadu shall not be allowed to participate in Government procurement in India for all items related to Ministry of Road Transport & Highways, Government of India and / or Government of Tamil Nadu except for the list of items published by the Ministry of Road Transport & Highways, Government of India or Government of Tamil Nadu permitting their participation.

2.1.22 The Bidder, including an individual or any of its joint venture member, should not be a non- performing party on the bid submission date. The Bidder, including any joint venture member, shall be deemed to be a non-performing party if it attracts any or more of the

following conditions in any its ongoing or completed projects:

(i) Fails to set up institutional mechanism and procedure as per contract;
(ii) Fails to complete rectification (excluding minor rectification) as per time given in non- conformity reports (NCR) in design/completed work/maintenance or reported in inspection report issued by quality inspectors deployed by the concessioning authority or officer of the concessioning authority.
(iii) Fails to complete minor rectifications exceeding 3 (three) instances in a project as per time given in non-conformity reports (NCR) in design/completed works/ maintenance;
(iv) Fails to fulfil its obligations to maintain a highway in a satisfactory condition in spite of 2 (two) rectification notices issued in this regard;
(v) Damages/penalties recommended by independent/ concessioning authority's engineer during O&M period and remedial works are still not taken up;
(vi) fails to submit the performance security within the permissible time period in more than 1 (one) project;
(vii) Rated as an unsatisfactory performing entity/non-performing entity by an independent third-party agency and so notified on the website of the concessioning authority;
(viii) Failed to perform for the work of expressways, highways, ISC & EI works in the last 2 (two) years, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitral award against the bidder, including individual or any of its joint venture member, as the case may be;
(ix) Expelled from the contract or the contract terminated by the Ministry of Road Transport & Highways, any State Government or its/ their implementing agencies for breach by such Bidder, including individual or any of its joint venture member; Provided that any such decision of expulsion or termination of contract leading to debarring of the bidder from further participation in bids for the prescribed period should have been ordered after affording an opportunity of hearing to such party.
(x) Fails to start the works or causes delay in maintenance & repair/overlay of the project.

2.1.23 The Bidder, including individual or each member of joint venture or members of its Consortium, shall give the list of the projects of expressways, highways, ISC and EI works of Ministry of Roads Transport & Highways, any State Government or its/ their implementing agencies (NHAI/NHIDCL/TANSHA/State PWDs or other implementing agencies) and the status of above issues in each project as on the bid submission date and undertake that they do not attract any of the above categories (Ref. Sr. No. 6, Annex-I of Appendix – IA).

2.1.24 The Bidder including individual or any of its joint venture member or members of is Consortium may provide:

(i) Details of all their on-going projects along with updated state of litigation, if so, against any concessioning authority/ Government; and

(ii) Details of updated on-going process of blacklisting if so, under any contract with any concessioning authority/Government.

The Authority reserves the right to reject an otherwise eligible Bidder on the basis of the information provided under this clause 2.1.24. The decision of the Authority in this case shall be final.

2.2 Eligibility and qualification requirements of Bidder

2.2.1 For determining the eligibility of Bidder the following shall apply:

(a) The Bidder 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) Bidder may be a natural person, private entity, or any combination of them with a formal intent to enter into a Joint Bidding Agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.1.15.

(c) A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate 5% (five percent) of the value of the Bid Security or equivalent amount from the Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "**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. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if

(i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of not more than

25% (twenty five per cent) of the paid up and subscribed capital; of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is not more than 25% (Twenty five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956/2013. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

(ii) a constituent of such Bidder is also a constituent of another Bidder; or

(iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

(iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

(v) such Bidder, or any Associate thereof, has a relationship with another 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 Bid of either or each other; or

(vi) such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the project(s).

(vii) such Bidder or any Associate thereof has appointed any official of the Authority, Advisors of Authority for the Project, Legal Advisors of Authority for the Project, Financial Advisors of Authority for the Project, dealing with the Project, within 1 year from the date of award of the Project to that Bidder

Explanation:

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

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 more than 50% (fifty percent) 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.

(d) A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the project(s) is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to project(s) during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the project(s), then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the Appointed Date of the project".

In case the Authority seeks information / clarification from Bidder(s) related to occurrence / non-occurrence of Conflict of Interest and the Bidder(s) fail(s) to provide such information within a reasonable time, the Authority shall disqualify the Bidders, encash its Bid Security as per provision of Clause 2.20.7 (a) and further debar it from participation in any future procurement process for a minimum period of 1(one) year.

(e) For determining the eligibility of Bidder from a country which shares a land border with India the following shall apply:

i) Any Bidder from a country which shares a land border with India will be eligible to bid, only if the Bidder is registered with the Competent Authority, specified in Annexure-I of Order (Public Procurement No. 1) issued by Ministry of Finance, Department of Expenditure Public

Procurement Division vide F. No. 6/18/2019-PPD, dated 23rd July 2020, which shall form an integral part of RFP and DCA.

ii) "Bidder from a country which shares a land border with India" means:

a An entity incorporated, established or registered in such a country, or
b A subsidiary of an entity incorporated, established or registered in such a country; or
c An entity substantially controlled through entities incorporated, established or registered in such a country; or
d An entity whose beneficial owner is situated in such a country; or
e An Indian (or other) agent of such an entity; or
f A natural person who is a citizen of such a country; or
g A Consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

iii) Beneficial owner for the purpose of (ii) above means:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.
   Explanation:
   a "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
   b "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholding agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or one or more juridical person: has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individual;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

iv) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

v) The Selected Bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Clause 2.2.1(e) (ii) above.

Certificate regarding Compliance:

A certificate on the letterhead of the Bidder shall be required to be submitted by the bidders certifying the following in the format prescribed at Appendix-VIII:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries;

I/We certify that this bidder is not from a country or, if from such a country, has been registered with the Competent Authority as defined in Public Procurement Order no. F.no.6/18/2019- PPD dated 23rd July 2020 and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority;

I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered."

It may be noted that in case the above certification is found to be false, this would be a ground for immediate rejection of Bid/termination and further legal action in accordance with law.

Validity of Registration:

In respect of RFP, registration should be valid at the time of submission of bids and at the time of acceptance of bids. If the Bidder was validly registered at the time of acceptance, registration shall not be a relevant consideration during contract execution.

2.2.2 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.

2.2.3 A 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.

Authority would place sole reliance on the certification provided by the Bidder in this regard in its letter comprising the Technical Bid.

2.2.4 To be eligible for this RFP a Bidder shall fulfil the following conditions of eligibility:

(A) **Financial Capacity**:

The Bidder shall have a minimum Net Worth of Rs. 300 Crore (Rupees three hundred crore only) or Assets Under Management of Rs. 3,000 Crore (Rupees three thousand crore only) at the close of the preceding Financial Year[2] (the **"Financial Capacity[4]"**) or Available Capital for Deployment in this Project of INR 1,000 crore (Rupees one thousand crore only), (the "**Available Capital for Deployment**") within 30 days prior to Bid due date duly certified by Statutory Auditor.

In case of a Consortium, the lead bidder having an equity share of at least 26% (twenty six per cent) in the SPV, should satisfy the above conditions of eligibility; provided that each such Member shall, for a period of 2 (two) years from the Appointed Date continue to hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity of the SPV[3]

(B) Technical Capacity (O&M):

The bidder with respect to Operation and Maintenance of road projects, shall have cumulatively over the 5 (five) year period immediately preceding the O&M Handover Date:

(i) expended/paid/received a minimum of Rs. 100,00,00,000 (Rupees one hundred crore only), exclusive of Goods and Services Tax, for undertaking O&M obligations.

(ii) handled the Operation & Maintenance of at least 2 (two) road projects, each of which is at least 60 (sixty) lane km in length, that are four lane road or similar projects and includes major bridges, ROBs and grade separators, each for a minimum period of 5 (five) years and include at least one cycle of major maintenance (in at least one of the projects).

In the event the bidder or the members of the consortium do not possess the necessary O&M experience, the bidder may demonstrate the experience either:

(iii) through its Associate (Associate means an entity where the bidder or the members of the consortium hold at least 26% stake); or

(iv) an O&M Contractor. The entity shall have, either directly as an O&M contractor individually or through Joint Venture or through its associates wherein its share in the relevant O&M experience claimed is atleast 50%.

[2] In case a Bidder has issued any fresh Equity Capital during the current financial year, the same shall be permitted to be added to the Bidder's Net Worth subject to the Statutory Auditor of the Bidder certifying to this effect. In case a Bidder has received any fresh capital commitment available for the immediate deployment during the current financial year, the same shall be permitted to be added to the Bidder's AUM subject to the Statutory Auditor of the Bidder certifying to this effect

[3] The Authority may, in its discretion, impose further obligations in the Concession Agreement, but such obligations should provide sufficient mobility for partial divestment of equity without compromising the interests of the Project

provided the bidder or the consortium shall enter into an agreement with such entity. The agreement shall be for the period commencing from the O&M Handover Date till the end of the Concession Period. It may be noted that the Concessionaire will be permitted to substitute such O&M Contractor provided the new O&M Contractor fulfils the eligibility criteria and the Authority approves the appointment of such O&M Contractor.

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The Bidder shall be required to provide details of O&M experience as per the timelines specified in clause 2.12.1 (a) of this RFP.

2.2.5 The Bidders shall enclose with its Bid, to be uploaded as per the format at Appendix-IA, complete with its Annexes, the following:

(i) Certificate(s) from its statutory auditors[4] or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past 5 (five) years in respect of the projects specified in paragraph 2.2.4(B) above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and

(ii) Certificate(s) from its statutory auditors specifying the net worth/ Asset Under Management of the Bidder, as at the close of the preceding financial year, and specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.4(A) For the purposes of this RFP, net worth/Asset Under Management (the **"Net Worth"**) shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated loses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation. (the "**Assets Under Management**") shall mean the market value of the Assets managed by self or on behalf of Investors. The committed capital available for the immediate deployment shall also be considered for AUM subject to the Statutory Auditor of the Bidder certifying to this effect;

(iii) Certificate from the statutory auditor specifying the Available Capital for Deployment and the same shall be issued within 30 days before the bid due date. For the purpose of this RFP, the capital available for deployment (the "Available Capital for Deployment") shall mean the funds available by way of Cash and Liquid Investments (realisable within period of 7 days) after deducting contractual payment obligations and current liabilities. The committed capital available for the immediate deployment shall also be considered for Available Capital for

[4] In case duly certified audited annual financial statements containing explicitly the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.2.3 (i). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under this RFP.

Deployment subject to the Statutory Auditor of the Bidder certifying to this effect.

2.3 Change in Ownership

2.3.1 In case the Bidder is a Consortium it acknowledges that the Consortium Members whose Financial Capacity have been submitted for qualifying in this Bid shall subscribe and hold until the 2nd (second) anniversary of the Appointed Date of the Project, equity share capital in a manner that: (i) the Member whose Financial Capacity had been evaluated shall hold not less than 26% (twenty six percent) of the subscribed and paid-up equity of the Concessionaire and (ii) together all the members of the Consortium shall hold 51% (fifty one percent) of the subscribed and paid-up equity of the Concessionaire. After the second anniversary of the Appointed date, the Consortium Members whose Financial Capacity had been evaluated shall be permitted to exit the Concessionaire.

2.3.2 In the event change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the terms of the Concession Agreement and the Concession Agreement shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, 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.

2.4 Proprietary data

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

2.5 Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding 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.

2.6 Site visit and verification of information

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

projects within the stipulated time of submission of the Bid. No extension of time is likely to be considered for submission of Bids.

2.6.2 It shall be deemed that by submitting a Bid, the Bidder has:

(a) made a complete and careful examination of the Bidding Documents;
(b) received all relevant information requested from the Authority;
(c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;
(d) satisfied itself about all matters, things and information including matters referred to in Clause 2.6.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
(e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of informationprovided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.6.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;
(f) acknowledged that it does not have a Conflict of Interest; and
(g) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6.3 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 RFP, including any error or mistake therein or in any information or data given by the Authority.

2.7 Verification and Disqualification

2.7.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. 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 thereunder.

2.7.2 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.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member of the Consortium may be disqualified/ rejected. If such disqualification/rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Authority reserves the right to annul the Bidding Process and invites fresh Bids.

2.7.3 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 1 (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 incorrect or 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 the SPV has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding 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 otherwise.

B. DOCUMENTS

2.8 Contents of the RFP

2.8.1 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. Evaluation of Bids
Section 4. Fraud and Corrupt Practices
Section 5. Pre-Bid Conference
Section 6. Miscellaneous

Appendices

IA Letter comprising the Technical Bid including Annexure I to V
IB Letter of Declaration of O&M Contractor/Entity
IC Letter comprising the Financial Bid
II Bank Guarantee for Bid Security
III Power of Attorney for signing of Bid
IV Power of Attorney for Lead Member of Consortium
V Joint Bidding Agreement for Consortium

2.8.2 The draft Concession Agreement shall be deemed to be part of this RFP

2.8.3 As-Built Drawings, highway design, toll collection, past traffic…..

2.9 Clarifications

2.9.1 Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e- mail in accordance with Clause 1.2.11. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be published on the e-procurement portal https://tntenders.gov.in..

2.9.2 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.

2.9.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.10 Amendment of RFP

2.10.1 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 a Bidder, modify the RFP by the issuance of Addenda.

2.10.2 Any Addendum issued hereunder will be in writing and shall be send to all the Bidders.

2.10.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority at its own discretion, may or may not extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

2.11 Format and Signing of Bid

2.11.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received online in the required formats and complete in all respects.

2.12 Documents comprising Technical and Financial Bid

2.12.1 The Bidder shall submit the Technical Bid & Financial Bid online through e-procurement portal https://tntenders.gov.in comprising of the following documents along with supporting documents as appropriate.

Technical and Financial Bid

(a) Appendix-IA and IC (Letters comprising the Technical and Financial Bid) including Annexure I,II,IV,V and VI and supporting certificates / documents.
Annex-III of Appendix IA and Appendix-IB- (Letter of Declaration of O&M Experience) - ***The bidder shall provide the details of the O&M experience 270 (two hundred and seventy) days prior to the O&M Handover Date and the Authority shall evaluate and approve the O&M entity 180 (one hundred and eighty) days prior to the O&M Handover Date.***

The bidder shall (i) either by itself, or (ii) through any of its subsidiaries/affiliates in which it has an equity holding of not less than 26%, or (iii) through an O&M partner/Contractor, demonstrate the requisite O&M experience over a period of 5 (five) years immediately preceding the date falling 12 months prior to O&M Handover Date for discharging its O&M obligations. Such submission shall be made 270 (two hundred and seventy) days prior to the O&M Handover Date and shall be in line with the requirements under Annex-3 of Appendix 1A of this RFP. The Authority shall evaluate and give its consent for the engaging the O&M entity not later than 180 days prior to the O&M Handover Date.

For the avoidance of doubt, the requirement of having an O&M Contractor/partner shall be a continuing obligation of the Concessionaire throughout the term of the Concession Agreement from the date of O&M handover. However, if the Concessionaire fails to comply with this obligation during the Concession Period, the Concession Agreement shall be liable to be terminated.

(b) Power of Attorney for signing the Bid as per the format at Appendix-III;

(c) if applicable, Power of Attorney for Lead Member of Consortium as per the format at Appendix-IV;

(d) if applicable, Joint Bidding Agreement for Consortium as per the format at Appendix- V;

(e) copy of Memorandum and Articles of Association of the Bidder or of each Member (in case of Consortium), if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed;

(f) Copies of Bidder's or of each Member (in case of Consortium) duly audited balance sheet and profit and loss statement for preceding 5 (five) years.

(g) Deleted~~;~~

(h) Bid Security of an amount as mentioned in Data Sheet above, in the form of Online transfer or Electronic Bank Guarantee in the format at Appendix-II from a Scheduled Bank.

(i) Proof of online payment of Tender Processing Fee transmitted online to Authority.

(j) An undertaking from the person having PoA referred to in Sub. Clause-(c) above that they agree and abide by the Bid documents uploaded by the Authority and amendments uploaded, if any;

(k) Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 as per format given in Appendix-VIII shall be submitted by the Bidder with the RFP Bid duly signed by Authorised signatory & shall be part of the Concession Agreement; and

(l) Copy of Registration from the Competent Authority as defined in Public Procurement Order No. F. No. 6/18/2019-PPD dated 23rd July 2020, if applicable (to be submitted by the "Bidder from a country which shares a land border with India").

2.12.2 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected.

2.13 Bid Due Date

Technical & Financial Bid comprising of the documents listed at clause 2.12.1 of the RFP shall be submitted online through e-procurement portal https://tntenders.gov.in as per the schedule specified in Clause 1.3.

2.14 Late Bids

E-procurement portal https://tntenders.gov.in shall not allow submission of any Bid after the prescribed date and time in Clause 1.3.

2.15 Procedure for e-tendering

2.15.1 Accessing/ Purchasing of Bid documents

2.15.1.1 It is mandatory for all the Bidders to possess a valid Class -3 Signing and Encryption Digital Signature Certificate (DSC) (in the name of Authorized Signatory / Firm or Organization / Owner of the Firm or organisation) as per the provisions of the Government of India IT Act 2000 with latest amendments.

DSC should be in the name of the authorized signatory as authorized in Appendix III of this RFP. It should be in corporate capacity (that is in Bidder capacity / in case of Consortium in the Lead Member capacity, as applicable). The Bidder shall submit document in support of the class III DSC.

The Authorized Signatory holding Power of Attorney (POA) and the person executing/ delegating such POA shall only be the Digital Signatory. In other cases, the Bid shall be considered non–responsive.

Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site https://tntenders.gov.in under the link "Information about DSC".

2.15.1.2 Bidders are required to register themselves on the Tamil Nadu e-procurement System portal at URL:https://tntenders.gov.in/nicgep/app and submit soft copies of their Bids electronically using valid Digital Signature Certificates. Bidders may refer to instructions on online proposal submission available on the site at:

a) https://tntenders.gov.in/nicgep/app?page=BiddersManualKit&service=page
b) https://eprocure.gov.in/cppp/hassle_free_bid_submission.pdf

2.15.1.3 If the firm/ Consortium is already registered with e-Procurement Portal of the Authority, and validity of registration is not expired, the firm / Consortium is not required to apply for a fresh registration.

2.15.1.4 The complete Bid document can be viewed / downloaded by the Bidder from e-procurement portal of the Authority https://tntenders.gov.in as per the schedule specified in Clause 1.3

2.15.2 Preparation & Submission of Bids:

2.15.3.1 The Bidder may submit his Bid online following the instruction appearing on the screen. The e-Procurement portal has user manuals with detailed guidelines on enrolment and participation in the online Bidding process. The user manuals can be downloaded for ready reference. The documents listed at clause 2.12.1 shall be prepared and scanned in different files (in PDF or JPEG format such that file size is not more than XXXXX MB) and uploaded during the on-line submission of Bid.

2.15.3.3 Bid must be submitted online only through e-procurement portal of the Authority https://tntenders.gov.in using the digital signature of authorised representative of the Bidder as per the schedule specified in Clause 1.3.

2.15.3 Modifications/ Substitution of Bids

2.15.3.4 The Bidder may modify its e- Bid after submission prior to the Bid Due Date. No Bid can be modified by the Bidder on or after the Bid Due Date & Time.

2.15.3.5 No bid can be withdrawn once submitted.

2.16 Online Opening of Bids

2.16.1 Opening of Bids will be done through online process.

2.16.2 The Authority shall open on-line Bids as per the schedule specified in Clause 1.3, in the presence of the authorized representatives of the Bidders, who choose to attend. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions of Section 3 of RFP.

2.17 Rejection of Bids

2.17.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to 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 therefor. 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.

2.17.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.18 Validity of Bids

The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.19 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not 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 the Bidding Process. The Authority will treat all information, submitted as part of the Bid, 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.

2.20 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

D. 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 2.1.6 and 2.1.7 hereinabove through online transfer or on e-procurement portal or Electronic Bank Guarantee, in favour of the Authority in the format at Appendix-II (the "**Bank Guarantee**") and having a validity period of not less than 180 (one hundred eighty) days from the Bid Due Date, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time.

2.21.2 Deleted

2.21.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non- responsive.

2.21.4 Save and except as provided in Clauses 1.2.4 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 240 (two hundred forty) days from the Bid Due Date.

2.21.5 The Selected Bidder's Bid Security will be returned, without any interest, upon the bidder

signing the Contract Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Concession Agreement.

2.21.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.21.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will not suffer loss for any default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind of Bid Security shall be given to any Bidder.

2.21.7 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 submits a non-responsive Bid;
Subject to however that in the event of encashment of bid security occurring due to operation of para 2.21.7 (a), the damage so claimed by the Authority shall be restricted to 5% (five percent) of the value of the bid security.

b) 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;

c) Deleted;

d) 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 therefore in the Concession Agreement; or

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

SECTION-3

EVALUATION OF TECHNICAL BIDS AND OPENING & EVALUATION OF FINANCIAL BIDS

3.1 Opening and Evaluation of Technical Bids

3.1.1 The Authority shall open the bids received online as per the schedule specified in Clause 1.3, and in the presence of the Bidders who choose to attend. The Authority shall prepare minutes of the Bid opening, including information disclosed to those present at the time of Bid opening.

3.1.2 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.

3.1.3 Technical Bids of those Bidders who have not submitted their Bid online, shall not be considered for opening and evaluation.

3.1.4 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 information for consideration of eligibility and qualification of the Bidder.

3.1.5 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.1.6 If a Bidder does not provide clarifications sought under Clause 3.1.5 above within the prescribed time, its Bid may be liable to be rejected. In case the Bid 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.

3.2 Tests of responsiveness

3.2.1 As a first step towards evaluation of Technical Bids, the Authority shall determine whether each Technical Bid is responsive to the requirements of this RFP. A Technical Bid shall be considered responsive only if:

(a) Technical Bids received online as per the format at Appendix-IA including Annexure I to V;
(b) Bid Security is uploaded on e-procurement portal as specified in Clause 2.1.6 and 2.1.7;
(c) Power of Attorney is uploaded on e-procurement portal as specified in Clauses 2.1.8;
(d) Power of Attorney for Lead Member of Consortium and the Joint Bidding Agreement are uploaded on e-procurement portal as specified in Clause 2.1.9, if so required;
(e) Technical Bid contain all the information (complete in all respects);

(f) Technical Bid does not contain any condition or qualification;
(g) Deleted
(h) Proof of payment of Tender Processing Fee into the Authority's designated bank account is uploaded on e-procurement portal; and
(i) The Technical Bid does not contain any information regarding Financial Quote/ Proposal.
(j) it is not non-responsive in terms hereof.

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

3.3 Deleted

3.4 Details of Experience

3.4.1 The Bidder should furnish the details of it's Eligible Experience (if applicable) for the last 5 (five) financial years immediately preceding the Bid Due Date as per Annex III.

3.5 Financial information for purposes of evaluation

3.5.1 The Bids must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last 5 (five) financial years, preceding the year in which the Bid is made.

3.5.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.

3.5.3 The Bidder must establish the minimum Net Worth specified in Clause 2.2.4 (A), and provide details as per format at Annex-II of Appendix-I.

3.5.4 In case of foreign companies, a certificate from a qualified external auditor who audits the book of accounts of the Bidder or the Consortium Member in the formats provided in the country where the project has been executed shall be accepted, provided it contains all the information as required in the prescribed format of the RFP.

3.5.5 The Authority will get the Bid security verified from the issuing authority and after due verification, the Authority will evaluate the Technical Bids for their compliance to the eligibility and qualification requirements pursuant to clause 2.2.1 & 2.2.2 of this RFP.

3.5.6 After evaluation of Technical Bids, the Authority will publish a list of Technically responsive Bidders whose financial bids shall be opened. The Authority shall notify other bidders that they have not been technically responsive. The Authority will not entertain any query or clarification from Bidders who fail to qualify.

3.6 Opening and Evaluation of Financial Bids

The Authority shall inform the venue and time of online opening of the Financial Bids to the Technically responsive Bidders through e-procurement portal and e-mail. The Authority shall open the Financial Bids on date and time to be informed in this clause in the presence of the authorised representatives of the Bidders who may choose to attend. The Authority shall publicly announce the Bid Concession Fee quoted by the technically responsive Bidder. The Authority shall publicly announce the assessed Bid Price for each of the technically responsive Bidder. The Authority shall prepare a record of opening of Financial Bids and shall declare bid evaluation result.

3.7 Selection of Bidder

3.7.1 Subject to the provisions of Clause 2.17.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2 and who quotes Highest Bid Concession Fee shall be declared as the selected Bidder (the "**Selected Bidder**").

3.7.2 In the event that 2 (two) or more Bidders quote the same Bid Concession Fee (the "Tie Bids"), The Authority shall seek the tied Bidders to provide their best and final offer of the Financial Proposal, the Bidder with the highest Bid Concession Fee shall be adjudged the Selected Bidder. In case the tie persists, the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

3.7.3 In the event that the Highest Bidder is not selected for any reason in the first instance, the Authority reserves the right to invite the next successive highest bidder to match the bid submitted by the Highest Bidder. In the event, none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, either invite fresh bids from the remaining Bidders or annul the Bidding process. It may be noted that the Authority is not bound to invite the next Highest Bidder and may, at its discretion invite all eligible bidders to submit fresh bids or annul the bidding process.

3.7.4 After selection, a Letter of Award (the "**LOA**") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 14 (fourteen) 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.

3.7.5 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Bidder to 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.

3.8 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.

3.9 Correspondence with Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

3.10 Others

3.10.1 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project(s) is/are subsequently awarded to it on the basis of such information.

3.10.2 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.

SECTION-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 Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, 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 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 Agreement, or otherwise if a Bidder or Contractor, 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 practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder, or Contractor, 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 Section 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 Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (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 the Clause 2.2.1(d) of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter

concerning the Project;

(b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts;

(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.

4.4 Deleted.

SECTION-5

5. PRE-BID CONFERENCE

5.1 Pre-Bid conference of the Bidders shall be convened at the designated date, time and place. A maximum of 2 (two) representatives of prospective Bidders shall be allowed to participate on production of authority letter from the Bidder.

5.2 During the course of Pre-Bid conference(s), 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.

5.3 The Authority shall endeavour to respond to the queries within 10 days prior to the Proposal Due Date. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion. 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. The Authority will forward all the queries and its responses to all Bidders.

SECTION-6

6. MISCELLANEOUS

6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chennai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

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 Authority by, 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, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

6.4 The Authority reserves the right to disqualify any Bidder that:

- Colludes or attempts to collude with another bidder in determining its bids OR releases confidential information with the effect or intention of modifying the bidding behaviour of other pre-qualified bidders;
- Breaches or attempts to breach the secure measures within the e-tendering portal; and
- Prevents or attempts to prevent any other Bidder from accessing the e-tendering portal.

In the event of such disqualification, a Bidder's Bid Security will be forfeited and the Authority may undertake other penal action as well against such a Bidder. The Authority reserves the right to impose a fine equal to some or all of a bidder's deposit for less serious breaches of these rules. Such fines shall be deducted from that Bidder's Bid Security.

6.5 Footnotes and references

Footnotes and references to the main clauses shall form an integral part of the RFP.

APPENDIX IA

LETTER COMPRISING THE TECHNICAL & FINANCIAL BID

(Refer Clause 2.1.5, 2.11 and 3.2)

To

Member, Technical
Tamil Nadu State Highways Authority (TANSHA)
HRS Campus, 76, Sardar Patel Rd, Little Mount,
Guindy, Chennai, Tamil Nadu 600025

Sub: Tolling, Operation, Maintenance & Transfer of six lane Chennai Outer Ring Road (CORR) for Phase- I i.e. Vandalur to Nemilichery (29.65 km) and Phase-II i.e. Nemilichery to Minjur in TPP Road (30.50 Km), for a total length of 60.15 Km.

Dear Sir,

1. With reference to your RFP document dated, I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project. We also intend to submit my/our Bid during the Bidding Process. The Bid that we make are unconditional and unqualified.

2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Concessionaire for the aforesaid project, and we certify that all information provided in the Bid and in Annexes I to V 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 our selection as a Concessionaire for the Tolling, 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 3 (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, including any Addendum issued by the Authority;

(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;

(c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender 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 4 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.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.17.2 of the RFP document.

9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy (ies) the Net Worth 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 this Project.

11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.

14. DELETED

15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
    (a) The Statement of Legal Capacity as per format provided at Annex-IV in Appendix-IA of the RFP document, and duly signed, is enclosed. The Power Of Attorney For Signing of Bid and the Power Of Attorney For Lead Member of Consortium, as per format provided at Appendix III and IV respectively of the RFP, are also enclosed.
    (b) I/We hereby confirm that we [are in compliance of/ shall comply with] the O&M requirements specified in Clause 2.2.3.

16. I/We acknowledge and undertake that our Consortium is qualified on the basis of Financial Capacity of those of its Members, excluding the O&M Contractor (if any), who shall, for the period of 2 (two) years from the Appointed Date of the project(s), hold equity share capital not less than 26% (twenty six percent) of the subscribed and paid up equity of the Concessionaire. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.

17. I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity shall be taken into consideration for the purposes of selection as Concessionaire 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 Financial Close 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.

18. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013, or shall incorporate as such prior to execution of the Concession Agreement.

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

20. In the event of 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.

21. I/We have studied all the Bidding Documents carefully and also surveyed the project highway and the traffic. 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 Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.

22. I/We offer a Bid Security of Rs.6,00,00,000 (Rupees six crore only) to the Authority in accordance with the RFP document.

23. The Bid Security is submitted through online transfer on e-procurement portal or in the form of Electronic Bank Guarantee (strikeout whichever is not applicable) is attached.

24. The documents accompanying the Technical Bid, as specified in Clause 2.11.2 of the RFP, shall be submitted in a separate envelope and marked as "Enclosures of the Bid".

25. 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 rejected.

26. The Bid Concession Fee 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 traffic and after a careful assessment of the site, the As-Built Road Asset and all the conditions that may have a bearing on the project.

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

28. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.}

29. I/ We certify that in terms of the RFP, my/our Net worth/ Asset Under Management is Rs. …….. (Rs. in words).

30. I/We shall keep this offer valid for 120 (One hundred and twenty) days from the Bid Due Date specified in the RFP.

31. I/ We hereby submit our Bid and offer a Bid Concession Fee as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.

32 It is also agreed that any change in the name (s) of the O&M Contractor would with be prior consent of the Authority. We agree that the Authority shall grant such permission only and only if the substitute proposed is of the required technical capability as applicable.

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

Yours faithfully,

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)
Name and seal of Bidder/Lead Member

Date: Place:

Note: Paragraphs in curly parenthesis may be omitted by the Bidders, if not applicable to it, or modified as necessary to reflect Bidder-specific particulars.

Appendix IA

Annex-I

Details of Bidder

(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:

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

2. Details of individual(s) who will serve as the point of contact/ communication for the Authority:

(a) Name:
(b) Designation:
(c) Company:
(d) Address:
(e) Telephone Number:
(f) E-Mail Address:
(g) Fax Number:

3. Particulars of the Authorised Signatory of the Bidder:

(a) Name:
(b) Designation:
(c) Address:
(d) Phone Number:
(e) Fax Number:

4. In case of a Consortium:

(a) The information above (1-3) should be provided for all the Members of the Consortium.
(b) A copy of the Joint Bidding Agreement, as envisaged in Clause 2.1.15 (g) should be attached to the Application.
(c) Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role* {Refer Clause 2.1.15(d)}[5]	Percentage of equity in the Consortium {Refer Clauses 2.1.15(a), (c) & (g)}
1.			
2.			
3.			
4.			

***** The role of each Member, as may be determined by the Bidder, should be indicated in accordance with instruction £ of Annex – II to Appendix – 1A.

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

Name of Bidder/ member of Consortium:

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

6. a) I/ We certify that in the last 2 (two) years, we/ any of the JV partners or members of Consortium have neither failed to perform for the works of expressways, highways, ISC & EI works, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitral award against us, nor been expelled or terminated by Ministry of Road Transport & Highways, any State Government or its/ their implementing agencies for breach on our part.

b) I/We certify that we/ any of the JV partners or members of Consortium do not fall in any of the categories of being a non-performing entity given in clause 2.1.24 of Instructions to Bidders in the projects of expressways, highways, ISC and EI works of Ministry of Road Transport & Highways, any State Governments or its/ their implementing agencies and furnished the complete details.

[5] All provisions contained in curly parenthesis shall be suitably modified by the Bidder to reflect the particulars relating to such Bidder.[£] or has been declared by the Authority as non-performer/blacklisted

7 a) I/ We further certify that no investigation by a regulatory authority is pending either against us/any member of joint venture or our sister concern or against our CEO or any of our directors/ managers/ employees.

b) I/ We further certify that no investigation by any investigating agency in India or outside is pending against us/any member of joint venture or our sister concern or against our CEO or any of our directors/managers/employees.

A statement by Bidder and each of the members of its Consortium (where applicable) or any of their Associates disclosing material non-performance in past projects, contractual disputes and litigation/ arbitration in the recent past, as on bid due date is given below attach extra sheets, if necessary) w.r.t. Clause 2.1.24.

Name of the Bidder/member of JV/ or members of Consortium:

Sr. No.	Categories of Non-Performer	Name of the Project(s)
i.	Fails to set up institutional mechanism and procedure as per contract.	
ii.	Fails to mobilize key construction equipment within a period of 4 (four) months from the appointed date.	
vi.	Fails to complete rectification (excluding minor rectifications) as per time given in non-conformity reports (NCR) in design/completed works/maintenance or reported in inspection reports issued by quality inspectors deployed by the concessioning authority or officers of the concessioning authority.	
vii.	Fails to complete minor rectifications exceeding 3 (three) instances in a project as per time given in non-conformity reports (NCR) in design/completed works/maintenance.	
viii.	Fails to fulfil its obligations to maintain a highway in a satisfactory condition in spite of 2 (two) rectification notices issued in this regard.	
ix.	Damages/penalties recommended by independent /concessioning authority's engineer during O&M period and remedial works are still not taken up.	
xv.	Fails to achieve financial closure in 2 (two) or more projects within the given or extended period (which shall not be more than 6 (six) months in any case).	
xvi.	Fails to submit the performance security within the permissible time period in more than 1 (one) project.	

xvii.	Rated as an unsatisfactory performing entity/ non-performing entity by an independent third-party agency and so notified on the website of the concessioning authority.	
xviii.	Failed to perform for the works of expressways, highways, ISC & El works in the last 2 (two) years, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitral award against the Bidder, including individual or any of its joint venture member, as the case may be.	
xix.	Expelled from the contract or the contract terminated by the Ministry of Road Transport & Highways, any State Government or its/ their implementing agencies for breach by such Bidder, including individual or any of its joint venture member; Provided that any such decision of expulsion or termination of contract leading to debarring of the Bidder from further participation in bids for the prescribed period should have been ordered after affording an opportunity of hearing to such party.	
xx.	Fails to start the works or causes delay in maintenance & repair/ overlay of the project.	

I/ We certify that the list is complete and covers all the projects of expressways, highways, ISC and EI works of Ministry of Road Transport & Highways or any State Governments its/ their implementing agencies and that we/ any of the JV partners do not fall in any of the above categories of being a non- performing entity.

Appendix IA

ANNEX-II

Financial Capacity of the Bidder

(*Refer to Clauses 2.2.2(A), 2.2.3 (ii) and 3.5 of the RFP*)

(In Rs. crore)

Bidder type [$]	**Member Code**[£]	**Proposed Equity Shareholding in Consortium (%)**	**Net Worth/Asset Under Management (Market value of the asset managed by self or on behalf of investors)**[@]				
(1)	(2)	(3)	**Year 1** (4)	**Year 2** (5)	**Year 3** (6)	**Year 4** (7)	**Year 5** (8)
Single entity Bidder							
Consortium Member 1							
Consortium Member 2							
Consortium Member 3							
TOTAL							

Name & address of Bidder's Bankers:

[$]A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

[£] 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 and OM means Other Member. In case the Eligible Project relates to an Associate of the Bidder or its Member, write "Associate" along with Member Code.

[@]The Bidder should provide details of its own Financial Capability or of an Associate specified in Clause 2.1.18.

For conversion of US Dollars to Rupees, the rate of conversion shall be taken from the daily exchange rate published by the International Monetary Fund for the relevant date. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the

aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:

   (a) reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
   (b) be audited by a statutory auditor;
   (c) be complete, including all notes to the financial statements; and
   (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. Net Cash Accruals shall mean Profit After Tax + Depreciation.

3. Net Worth shall mean aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated loses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.1.21.

5. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.1.15 (g) of the RFP document.

6. The Bidder shall also provide the name and address of the Bankers to the Bidder.

   The Bidder shall provide a Certificate from the Statutory Auditor specifying the (i) net worth of the Bidder and (ii) Available Capital for Deployment and also specifying the methodology adopted for calculating such net worth and Available Capital for deployment in accordance with Clause 2.2.5 of the RFP document.

Appendix IA

ANNEX-III

Details of O&M Experience

(*Refer to Clauses 2.2.2(B), 3.4 and 3.5 of the RFP*)

To be provided 270 days prior to the O&M Handover Date

Project Code: **Member Code:**

Item	Particulars of the Project
Title & nature of the project	
Entity for which the project was constructed/ developed	
Location	
Project length	
Project cost	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/No)	

The Bidder claiming O&M Experience should provide a certificate from its statutory auditors or the client in the format below:

Certificate from the Statutory Auditor/ Client regarding Operation and Maintenance (O&M)

Based on its books of accounts and other published information authenticated by it, {this is to certify that …….. *(name of the O&M Contractor/entity responsible for O&M)* was engaged by .....*(title of the project company)* to execute …… *(name of project)* for ……. *(nature of project)}*. The project was commissioned on …… *(date)*. It is certified that ……. *(name of the O&M Contractor/entity) expended/paid/*received Rs. …….. cr. (Rupees..... crore) by way of payment for the aforesaid O&M works. The date of commencement of such works was….and the end of such Works was…….

We further certify that the total Completed Capital Cost of the project is Rs. .....cr. (Rupees ……crore)

Name of the audit firm:
Seal of the audit firm: (Signature, name and designation of the

Appendix IA

ANNEX-IV
Statement of Legal Capacity

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

Ref. Date:

Member - Technical
Tamil Nadu State Highways Authority (TANSHA)
HRS Campus, 76, Sardar Patel Rd, Little Mount,
Guindy, Chennai, Tamil Nadu 600025

Dear Sir,

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of……..

**Please strike out whichever is not applicable.*

APPENDIX IB

Declaration of O&M entity
(NOT TO BE SUBMITTED IN THE TECHINCAL/FINANCIAL BID)

(To be submitted atleast 270 prior to O&M Handover Date)

The Member - Technical
Tamil Nadu State Highways Authority (TANSHA)
HRS Campus, 76, Sardar Patel Rd, Little Mount,
Guindy, Chennai, Tamil Nadu 600025

Sub: Declaration of O&M Entity to undertake O&M of 'Chennai Outer Ring Road – Phases I and II'.

Dear Sir,

We wish to confirm that our O&M entity for the subject project is ……., We certify that our selection did take into consideration the stipulated technical criteria of having executed the operation and maintenance of at least "…….. projects" as stipulated in the RFP and which have a Total Project Cost of above Rs. 100 crores in the last five years.

The Project Details and the supporting documents are specified in Annexure III.

Yours faithfully, Date: (Signature of the Authorised signatory)
Place:
(Name and designation of the of the Authorised signatory)
Name and seal of Bidder/Lead Member

APPENDIX – IC

Letter comprising the Financial Bid (Refer Clauses 2.1.5, 2.11.1 and 3.2)

(NOT TO BE SUBMITTED IN THE TECHINCAL BID)

Member - Technical
Tamil Nadu State Highways Authority (TANSHA)
HRS Campus, 76, Sardar Patel Rd, Little Mount,
Guindy, Chennai, Tamil Nadu 600025
600 028

Dated:

Sub: Tolling, Operation, Maintenance & Transfer of six lane Chennai Outer Ring Road (CORR) for Phase-I i.e. Vandalur to Nemilichery (29.65 km) and Phase-II i.e. Nemilichery to Minjur in TPP Road (30.50 Km), for a total length of 60.15 Km.

Dear Sir,

With reference to your RFP document dated _____, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

1. 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 the Concessionaire for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.

2. The Bid Concession Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, Draft Concession Agreement and its Schedules, our own estimates of costs and after a careful assessment of the site, project assets, traffic and all own the conditions that may affect the implementation of the project.

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

4. In the event of 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.

5. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.

6. I/ We hereby submit our Bid and offer a Bid Concession Fee of Rs. ..... (Rs..... in words) for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.

Yours faithfully,

(Signature of the Authorised signatory)
(Name and designation of the of the Authorised signatory)
Name and seal of Bidder/Lead Member

Date: Place:

APPENDIX - II
Bank Guarantee for Bid Security
(Refer Clauses 2.1.6 and 2.20.1)

B.G. No. Dated:

1. In consideration of you, Tamil Nadu State Highways Authority, having its office at HRS Campus, 76, Sardar Patel Road, Little Mount, Guindy, Chennai, Tamil Nadu 600025 (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a Company registered under Companies Act, 1956/2013) and having its registered office at (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for Phase-I i.e. Vandalur to Nemilichery (29.65 km) and Phase-II i.e. Nemilichery to Minjur in TPP Road (30.50 Km), for a total length of 60.15 Km. hereinafter referred to as "the Project") pursuant to the RFP document dated issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at …….. and one of its branches at (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.1.6 read with Clause 2.1.7 of the RFP document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. 6,00,00,000 (Rupees six crore only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding a Bid Security of Rs. 6,00,00,000 (Rupees six crore only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue

to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Bank along with branch address and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. 6,00,00,000 (Rupees six crore only). The Bank shall be liable to pay the said amount or

any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before **** (indicate date falling 240 (two hundred and forty) days after the Bid Due Date).

14. This Guarantee shall also be operatable at our ……. Branch at Chennai, from whom, confirmation regarding the issue of this guarantee or extension/renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
15. The Guarantor/Bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank. The details are mentioned below:

S. No.	Particulars	Details
1.	Name of Beneficiary	Tamil Nadu State Highways Authority
2.	Name of Bank	XXX
3.	Account No.	XXX
4.	IFSC Code	XXX

Signed and Delivered by..... Bank[6]

By the hand of Mr./Ms ……,
its…….and authorised official.

(Signature of the Authorised Signatory)
(Official Seal)

(Name) (Designation) (Code number)

[6] Bank guarantee to include the name, designation and code number of the authorized official signing the guarantee

APPENDIX-III

Format for Power of Attorney for submission of Bid

(Refer Clause 2.1.8)

Know all men by these presents, We,..... (name of the firm 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
presently employed with us/ the Lead Member of our Consortium and holding the position of ……, as our true and lawful attorney (hereinafter referred to as the "**Attorney**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for Projects comprising of Tolling, Operation, Maintenance & Transfer of six lane Chennai Outer Ring Road (CORR) for Phase-I i.e. Vandalur to Nemilichery (29.65 km) and Phase-II i.e. Nemilichery to Minjur in TPP Road (30.50 Km), for a total length of 60.15 Km.by the Tamil Nadu State Highways Authority (**TANSHA**) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the TANSHA, representing us in all matters before TANSHA , signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with TANSHA in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the 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 to have been done by us.

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

For ……..

(Signature, name, designation and address)
of person authorized by Board Resolution
(in case of Firms/Company)/Partner in
case of Partnership Firms

Witnesses:

1.

2.

Notarised
Person identified by me/personally appeared before me /signed before me/Attested/Authenticated* (*Notary to specify as applicable) (Signature, Name and Address of the Notary)
Seal of the Notary
Registration Number of the Notary

Date_____

Accepted

(Signature, name, designation and address of the Attorney)

Notes:

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

APPENDIX-IV

Format for Power of Attorney for Lead Member of Consortium

(Refer Clause 2.1.9)

Whereas the Tamil Nadu State Highways Authority ("**TANSHA**") has invited bids from interested parties for the Projects comprising of Tolling, Operation, Maintenance & Transfer of six lane Chennai Outer Ring Road (CORR) for Phase-I i.e. Vandalur to Nemilichery (29.65 km) and Phase-II i.e. Nemilichery to Minjur in TPP Road (30.50 Km), for a total length of 60.15 Km.

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 and other connected documents in respect of the Project, and

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, …….. having our registered office at ……., M/s ....., having our registered office at ……., and M/s. ……., having our registered office at ……., (hereinafter collectively referred to as the "**Principals**") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s , having its registered office at
……, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "**Attorney**") and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the 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 submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with TANSHA, 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.

Notes:

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

- *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 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 legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

APPENDIX V

Format for Joint Bidding Agreement for Consortium
(Refer Clause 2.1.9 & 2.1.15(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, and having its registered office at ..... } (herein after referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {…… Limited, having its registered office at ..... } and (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {…… Limited, and having its registered office at ..... } (hereinafter referred to as the "**Third Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

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

WHEREAS,

(A) Tamil Nadu State Highways Authority, represented by its Member - Technical and having its principal offices at HRS Campus, 76, Sardar Patel Rd, Little Mount, Guindy, Chennai, Tamil Nadu 600025 (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 award of contract for Projects comprising of tolling, Operation, Maintenance & Transfer of six lane Chennai Outer Ring Road (CORR) for Phase-I i.e. Vandalur to Nemilichery (29.65 km) and Phase-II i.e. Nemilichery to Minjur in TPP Road (30.50 Km), for a total length of 60.15 Km

(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 capitalised 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 as the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "**SPV**") under the Indian Companies Act 1956/ 2013 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire 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:

(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;
(b) Party of the Second Part shall be {the Technical Member of the Consortium;}
{(c) Party of the Third Part shall be the Financial Member of the Consortium; and}
{(d) Party of the Fourth Part shall be the Operation and Maintenance Member/ Other 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, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

6. Shareholding in the SPV

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

First Party:
Second Party:
{Third Party:}
{Fourth Party:}

6.2 The Parties, excluding the O&M partner (if any), undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the second anniversary of the Appointed Date of the Project, be held by the Parties of the First, {Second and Third} Part whose experience and net worth have been reckoned for the purposes of qualification and short-listing of Bidders for the Project in terms of the RFP.

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

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 organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;
(ii) violate any Applicable Law presently in effect and having applicability to it;
(iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the 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
For and on behalf of
LEAD MEMBER by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
SECOND PART

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of
THIRD PART

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
FOURTH PART

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
FIFTH PART

(Signature)
(Name)
(Designation)

(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
SIX PART

(Signature)
(Name)
(Designation)

(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

APPENDIX VI

Deleted

APPENDIX VII

Year Wise Distribution of Initial Estimated Concession Value of Authority

As provided in Schedule Q of the Draft Concession Agreement

APPENDIX VIII
(To be on the letter head of the Bidder/ Each Member of the Consortium)
Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 (Refer Clause 2.1.2)

Member - Technical
Tamil Nadu State Highways Authority (TANSHA)
HRS Campus, 76, Sardar Patel Rd, Little Mount,
Guindy, Chennai, Tamil Nadu 600025

Sub: Tolling, Operation, Maintenance & Transfer of six lane Chennai Outer Ring Road (CORR) for Phase-I
i.e. Vandalur to Nemilichery (29.65 km) and Phase-II i.e. Nemilichery to Minjur in TPP Road (30.50 Km), totalling 60.15 Km.

Dear Sir,

With reference to your RFP document dated *** **, I/we, having examined the Bidding Documents and understood their contents, hereby undertake and confirm as follows:

I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries;

I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority, specified in Annexure-I of Order (Public Procurement No. 1) issued by Ministry of Finance, Department of Expenditure Public Procurement Division vide F. No. 6/18/2019-PPD, dated 23rd July 2020 and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the said Competent Authority.

I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Yours faithfully,

Date: Place:

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)
Name and seal of Bidder/Each Member of the Consortium

Notes:

{Where applicable, evidence of valid registration by the Competent Authority shall be attached}

In case the above certification is found to be false, this would be a ground for immediate rejection of Bid/termination and further legal action in accordance with law.