Coimbatore City Municipal Corporation

Town Hall, Coimbatore - 641 001

RFP REFERENCE Roc. No. 34180/2022/SBM1dated 02.03.2024

Request For Proposal (RFP)

Selection of Concessionaire for establishment of 250TPD Municipal Solid Waste based Bio-CNG Plant at Coimbatore under PPP Mode on Design, Build, Finance, Operate and Transfer Basis for a period of 20 years

Date of Release of RFP	02.03.2024
Pre bid Meeting	25.03.2024 11.00 AM
Last Date for Submission of Bid	22.04.2024 3.00 PM
Date of Opening of Bid	22.04.2024 4.00 PM

CONTENTS

DISCLAIMER

1 INTRODUCTION

1.1 Background 1

1.2 Brief description of Bidding Process 2

1.3 Schedule of Bidding Process 4

1.4 Pre-Bid meeting 5

2 INSTRUCTIONS TO BIDDERS

(A) GENERAL

2.1 Scope of Bid 6

2.2 Eligibility of Bidders 6

2.3 Number of Bids and Cost thereof 13

2.4 Site Visit and Verification of Information 13

2.5 Acknowledgement by Bidder 13

2.6 Right to Accept any Bid and to Reject any or all Bids 14

(B) DOCUMENTS

2.7 Contents of the RFP 15

2.8 Clarifications 16

2.9 Amendment of RFP 16

(C) PREPARATION AND SUBMISSION OF BIDS

2.10 Language 17

2.11 Submission of Bids 17

2.12 Uploading of Bids 17

2.13 Bid Due Date 18

2.14 Late submission of Bids 18

2.15 Modifications/ Substitution/ withdrawal of Bids 19

(D) EVALUATION OF TECHNICAL BID

2.16 Opening and Evaluation 19

2.17 Confidentiality 20

2.18 Tests of responsiveness 20

2.19 Clarifications 21

(E) QUALIFICATION OF TECHNICAL BIDS

2.20 Qualification and notification 21

(F) BID SECURITY

2.21 Bid Security 21

3 OPENING AND EVALUATION OF FINANCIAL BIDS

3.1 Opening of Financial Bid 23

3.2 Selection of Bidder 23

	3.3 Contacts during bid evaluation	24
	3.4 Bid parameter	24
4	**FRAUD AND CORRUPT PRACTICES**	25
5	**PRE-BID MEETING**	27
6	**MISCELLANEOUS**	28

LIST OF ANNEXURES

Annexure-I	Letter comprising the Bid	29
Annexure-II	Details of the Bidder	34
Annexure-III	Annual Turnover Certificate	36
Annexure-IV	Networth Certificate	37
Annexure-V	Statement of Legal Capacity	38
Annexure-VI	Power of Attorney for signing of Bid	39
Annexure-VII	Power of Attorney for Lead Member of Consortium	41
Annexure-VIII	Joint Bidding Agreement	44
Annexure-IX	Declaration for not having blacklisted	49
Annexure-X	Declaration for not having tampered the RFP	50
Annexure-XI	Clarification of RFP document format	51

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 Coimbatore City Municipal Corporation or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP such other terms and conditions subject to which such information is provided.

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

This RFP may not be appropriate for all persons, and it is not possible for Coimbatore City Municipal Corporation, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP 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. Coimbatore City Municipal Corporation accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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

Coimbatore City Municipal Corporation also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. Coimbatore City Municipal Corporation may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that Coimbatore City Municipal Corporation is bound to select or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and Coimbatore City Municipal Corporation reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

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

Glossary

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

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

IMPORTANT NOTICE

This tender procedure is governed by the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tenders (Public Private Partnership Procurement) Rules, 2012 as amended from time to time. In case of any conflict between the terms and conditions in the tender document and the Tamil Nadu Transparency in Tenders Act, 1998 and The Tamil Nadu Transparency in Tenders (Public Private Partnership Procurement) Rules, 2012 and Rules shall prevail.

1 Introduction

1.1 Background

1.1.1 The Coimbatore City Municipal Corporation (the "Authority") is an Urban Local Body in Tamil Nadu under the administrative purview of Directorate of Municipal Administration, Government of Tamil Nadu. Scientific management of solid waste in an environment friendly manner is an important function of Urban Local Bodies. One of the most promising solutions for managing Municipal Solid Waste(MSW) is by way of establishment of compressed biogas plants. Accordingly, Coimbatore City Municipal Corporation intends to establish a 250 TPD Municipal Solid Waste based Bio-CNG Plant at Coimbatore (the "Project") under Public Private Partnership (the "PPP") Mode on Design, Build, Finance, Operate and Transfer(the "DBFOT")Basis for a period of 25 years 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 Site	**Capacity of Bio-CNG Plant**	**Approximate Project Cost (Rs. Crores)**
Vellalore village, Madukarai Taluk, Coimbatore District	250 TPD	68.79

Note: -The cost indicated above is based on Authority's own estimation and are tentative in nature. Bidders are advised to make their own estimates based on the terms & conditions of the Concession Agreement and requirements specified in the Concession Agreement.

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

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

the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant thereto.

1.1.4 The scope of work will broadly include designing, engineering, financing, construction, operation and maintenance of 250 TPD Bio-CNG Plant as more particularly set forth in the Concession Agreement. In terms of the Concession Agreement, the Concessionaire shall also be entitled to market and sell the end products and appropriate revenues generated there from. The construction period allowed for the Project will be 11 (Eleven months) from the Appointed Date (as defined in the Concession Agreement). The Concessionaire shall be responsible for the operation and maintenance of the Bio-CNG facility for the entire period of concession 20 years (Twenty Years) (the" Concession Period") in accordance with the Concession Agreement. The Authority shall provide land for establishment of the plant and supply segregated wet waste to the project site on daily basis. The successful bidder shall pay to the Authority a license fee for utilizing the land for establishment of the plant at Rs.1 per square metre per annum.

1.1.5 The Concession Agreement sets forth the detailed terms and conditions for 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 as modified, altered, amended and clarified from time to time by the Authority, (collectively the "Bidding Documents") and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the "Bid Due Date").

1.2 Brief description of Bidding Process

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

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

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

1.2.4 A Bidder will be required to deposit, along with its Bid, a Bid Security of ₹30,00,000(Rupees Thirty lakhs Only) (the "Bid Security") refundable no later than 60 (sixty) days after the expiration of the bid validity period, including any extension thereof, or 60 (sixty) days after the issue of the Letter of Award, whichever is earlier, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bid security shall be deposited through RTGS or through electronic Bank Guarantee (e-BG).

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

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

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

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

The technical bid containing Bid Security and pre-qualification documents as prescribed in the RFP documents received "online" shall only be opened on 22.04.2024 4.00 PM.

The Price Bid of Qualified bidders in the prequalification only will be opened on a later date with due intimation to them;

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

In this RFP, the term "**Highest Bidder**" shall mean the Bidder who is offering the highest royalty per MT of waste.

1.2.8 Generally, the Highest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Section 4of this RFP, be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reasons. In the event that none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, invite fresh Bids from all remaining Bidders or annul the Bidding Process, as the case may be.

1.2.9 The Concessionaire shall, in consideration of its investment and services, be entitled to market and sell the end products viz. Bio-CNG and organic manure generated, as prescribed in the Concession Agreement or any other revenues generated from the Project in accordance with the provisions of the Concession Agreement.

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

1.2.11 Any queries or request for additional information concerning this RFP shall be submitted in writing to "The Commissioner, Coimbatore City Municipal Corporation, Town Hall, Coimbatore - 641 001" or through e-mail to commr.coimbatore@tn.gov.inand cityengineer.coimbatore@gmail.com with identification/ title:

"Queries/Request for Additional Information: RFP for Selection of a Concessionaire for establishment of 250 TPD Municipal Solid Waste based Bio-CNG Plant at Coimbatore under PPP Mode on Design, Build, Finance, Operate and Transfer Basis for a period of 20 years"

1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

S.No.	Milestones	Date
1	Issue of RFP	02.03.2024
2	Last date for receiving queries	22.03.2024
3	Pre-Bid Meeting	25.03.2024 11.00 AM
5	Bid Due Date	22.04.2024 3.00 PM
6	Opening of Bids	22.04.2024 4.00 PM
7	Validity of Bids	180 days of Bid Due Date
8	Formation of SPV and Signing of Concession Agreement	Within 30 days of award of LOA

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

1.4 Pre-Bid Meeting

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

Date: 25.03.2024
Time: 11.00 AM
Venue: Coimbatore City Municipal Corporation, Town Hall, Coimbatore - 641 001
The Bidders are advised to visit the project site prior to attending the Pre-Bid meeting.

2 Instructions to Bidders

A General

2.1 Scope of Bid

2.1.1 The Authority wishes to receive Bids for the Selection of a Concessionaire for establishment of 250 TPD Municipal Solid Waste based Bio-CNG Plant at Coimbatore under PPP Mode on Design, Build, Finance, Operate and Transfer Basis for a period of 20 years. The Authority shall constitute the committee as per the Tamil Nadu Transparency in Tender (Public Private Partnership), Rules 2012 for approving the evaluation and other relevant document in all the stages for selection.

2.2 Eligibility of Bidders

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

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

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

c. The Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. The Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

i. any other prospective Bidder or a member of consortium or any associate or constituent thereof have common controlling shareholders or other ownership interest; or

ii. a constituent of such prospective Bidder is also a constituent of another prospective Bidder. Provided that 'constituent' in such cases will not include the provider of a proprietary technology to more than one Bidder; or

iii. such prospective Bidder, or any associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder or Respondent, or any associate thereof has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder or Respondent, its member or any associate thereof; or

iv. such prospective Bidder has the same legal representative for purposes of the Tender Proceedings as any other prospective Bidder; or

v. such prospective Bidder, its member or any associate thereof, has a relationship with another prospective Bidder, or any associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Response of either or each other; or

vi. such prospective Bidder, its member or any associate thereof, has participated as a consultant to the Tender Inviting Authority and Tender Accepting Authority in the preparation of any documents, design or technical specifications of the Project; or

vii. if any legal, financial or technical advisor of the Tender Inviting Authority and Tender Accepting Authority in relation to the Project is engaged by the prospective Bidder, its member or any associate thereof, as the case may be, in any manner for matters related to or incidental to the Project.

viii. Provided that this clause shall not apply where such advisor was engaged by the Bidder or Respondent, its member or associate in the past but such engagement expired or was terminated 6 (six) months prior to the date of issue of RFP or where such advisor is engaged after a period of 3 (three) years from the date of commencement of operation of the project.

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

d. The Bidder shall be liable for disqualification if any legal, financial or technical advisor of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder or Respondent, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP or where such adviser is engaged after a period of 3 (three) years from the date of commencement of operation of the project.

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

a. Eligibility Criteria

Clause	Eligibility Criteria	Supporting Documents/Remarks
i.	i. The bidder shall be a registered legal entity in India and should be in existence for the past three years as on 31st March 2023.	(i) In case of Private / Public Limited Companies, • Copy of Incorporation Certificate issued by the Registrar of Companies • Copy of Memorandum and Articles of Association (ii) In case of Partnership Firm, • Copy of Registered Partnership Deed
	ii. In case of Consortium of bidders:	(i) The Consortium partners individually should submit the following:

Clause	Eligibility Criteria	Supporting Documents/Remarks
	a. Consortium of Bids is allowed with maximum of two members. b. One of the partners shall be designated as Lead member. c. Each partner of the Consortium should be a Registered Legal Entity in India and should be in existence for the past three years as on 31st March 2023. d. No partner of the Consortium should bid individually or be a partner of another Consortium.	a. In case of Private / Public Limited Companies, • Copy of Incorporation Certificate issued by the Registrar of Companies • Copy of Memorandum and Articles of Association b. In case of Partnership Firm, • Copy of Registered Partnership Deed (ii) The original Consortium Agreement should be submitted. The Consortium Agreement shall contain statement that all partners of the consortium shall be liable jointly and severally for the execution of the contract in accordance with the terms of concession agreement. (iii) Joint Bidding Agreement as per Annexure – VIII.
ii.	The single bidder / all of the consortium partners should not have been blacklisted by Central Government, any State Government, a Statutory Body, any Public Sector Undertaking, Banks or Financial Institutions and declared as NPA by Banks or Financial Institutions as on the date of issue of RFP.	(i) The declaration form as per Annexure IX should be enclosed. In case of consortium, each partner should submit a separate declaration form. (ii) Further, if the bidder is found blacklisted in India before award of contract by any Government agency, the bid will be rejected

b. Qualification Criteria

Clause	Qualification Criteria	Supporting Documents/Remarks
i.	The single bidder / partners of the consortium should have successfully installed Municipal Solid Waste based Bio-CNG plant and completed commercial operation for a period of atleast 1 year as on the bid due date. a. 1 plant with a minimum capacity of 100 TPD (or) b. 2 plants with a minimum aggregate capacity of 125TPD (or)	Letter from the Concerned Local Body covering the scope of work of the bidder, installed capacity, date of commencement of commercial operation and successful completion of operation & maintenance for atleast 1 year.

Clause	Qualification Criteria	Supporting Documents/Remarks
	c. 3 plants with a minimum aggregate capacity of 150TPD	
ii.	The single bidder/ lead member of the consortium should have reported an Average Annual Turnover* of at least Rs.15.00Crores in the last three consecutive financial years i.e.,2020-21, 2021-22 and 2022-23.	(i) The average annual turnover statement duly certified by Chartered Accountant as per Annexure III (ii) The Annual Report/ certified copies of Balance Sheet, Profit & Loss statement for the last 3 consecutive financial years i.e. 2020-21, 2021-22 and 2022-23.
iii.	The single bidder / lead member of the consortium should have reported a positive networth*as on 31st March 2023	Net worth certificate duly certified by Chartered Accountant as per Annexure IV

** For the purposes of this RFP, net worth (the "Net Worth") shall mean the sum of subscribed and paid-up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders. For the purposes of this RFP, turnover (the "Turnover") shall mean the gross sales of the company, and does not include other related income and non-operating income.*

2.2.3 Qualification of Bidders

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

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

2.2.5 Where the Bidder is a single entity, it may be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 2013 (the" SPV"), to execute the Concession Agreement and implement the Project. In case the Bidder is a Consortium, it shall, in addition to forming SPV, comply with the following additional requirements:

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

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

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

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

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

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

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

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

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

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

    iv. commit that there shall not be any change in ownership / shareholding pattern until the 2nd (second) anniversary of the date of commencement of operation of the facility and the Lead Member shall with its other Consortium Member directly hold 100% (hundred percent) of subscribed and paid-up equity share capital of the SPV until Commercial Operation Date (COD), and thereafter shall directly hold not less than 51% (fifty one percent) of subscribed and paid-up

equity share capital of the SPV until the 5th anniversary of Commercial Operations date (COD); and that each Consortium member whose technical and financial capacity was evaluated for the purposes of pre-qualification and award of project in response to the RFP shall hold at least 26% (twenty six percent) of equity until the 2nd anniversary of COD;

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

and

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

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

2.2.6 The Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder, Consortium Member or Associate. Provided, however that where as Bidder claims that its disqualification arising on account of any cause or event specified in this Clause 2.2.6 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

2.2.7 In computing the Technical Capacity, Net Worth and Turnover of the Bidder / Consortium members under Clause 2.2.2 (b),the Net Worth, Turnover and experience of their respective Associates would also be eligible hereunder.

For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member(the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of not less than 26% (Twenty six per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law. It is clarified that a certificate from the Statutory Auditor who audits the book of accounts or the Company Secretary of the Bidder or the Consortium Member shall be provided to demonstrate that a person is an Associate of the Bidder or the Consortium as the case may be.

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

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

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

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

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

2.3 Number of Bids and Cost thereof

2.3.1 No Bidder shall submit more than one Bid for the Project. The Bidder applying individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.

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

2.4 Site Visit and Verification of Information

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

2.5 Acknowledgement by Bidder

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

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

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

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

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

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

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

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

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

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

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

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

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

B Documents

2.7 Contents of the RFP

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

Invitation for Bids

Section 1. Introduction
Section 2. Instructions to Bidders
Section 3. Criteria for Evaluation of Technical Bids
Section 4. Opening and Evaluation of Financial Bids
Section 5. Fraud & Corrupt Practices
Section 6. Pre-bid meeting
Section 7. Miscellaneous

Annexures

I. Letter comprising the Bid
II. Details of the Bidder
III. Annual Turnover Certificate
IV. Networth Certificate
V. Statement of Legal Capacity
VI. Power of Attorney for signing the bid
VII. Power of Attorney for Lead Member of Consortium, in case of Consortium bid.
VIII. Joint Bidding Agreement for Consortium, in case of consortium bid.
IX. Declaration for not having blacklisted
X. Declaration for not having tampered the RFP
XI. Clarification of RFP document format

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

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

2.8 Clarifications

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

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

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

2.9 Amendment of RFP

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

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

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

C Preparation and Submission of the Bids

2.10 Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. If the supporting documents are in a language other than English/Tamil, the notarized translated English version of the documents should also be enclosed. Supporting materials, which are not translated into English, may not be considered.

2.11 Submission of bid

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

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

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

2.11.4 Upon successful and timely submission of bids(i.e., after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful submission message &a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

2.12 Uploadingof bid

2.12.1 Technical bid:

a. Bid in the prescribed format (Annexure-I) along with Annexures and supporting documents;
b. Details of the bidder as per Annexure-II
c. Documents in response to fulfilment of Technical and Financial Eligibility criteria
d. Power of Attorney for signing the Bid as per the format at Annexure-VI;
e. if applicable, the Power of Attorney for Lead Member of Consortium as per the form at Annexure – VII;
f. Copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Annexure-VIII;

g. Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and, if a partnership, then a copy of its partnership deed;
h. Proof of experience in installation, operation and maintenance of Bio-CNG plant for atleast 1 year in support of 2.2.2.(b).(i)
i. Annual turnover certificate duly certified by a Chartered Accountant (as per Annexure – III)
j. The Annual Report / certified copies of Balance Sheet, Profit & Loss statement for the last 3 consecutive financial years i.e., 2020-21, 2021-22 and 2022-23.
k. Net worth certificate duly certified by Chartered Accountant as per Annexure IV
l. State of legal capacity as per Annexure-V
m. Declaration for not having blacklisted either by Coimbatore City Municipal Corporation or by any other Govt. agencies (as per Annexure-IX)
n. Declaration for not having tampered the RFP documents downloaded from the website www.tntenders.gov.in (Annexure-X)
o. Copy of GST Registration certificate
p. Latest I.T return
q. Notarized translated English version of the documents in a language other than English/Tamil, if any

2.12.2 Financial Bid:

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

2.13 Bid Due Date

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

2.13.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

2.14 Late submission of Bids

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

2.15 Modifications/ substitution/ withdrawal of Bids

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

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

D Evaluation of Technical bid

2.16 Opening and Evaluation

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

2.16.2 The Authority will subsequently examine and evaluate the technical bids in accordance with the provisions set out in Section 3.

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

2.16.4 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 is subsequently awarded to it on the basis of such information.

2.16.5 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

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

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

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

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

2.17 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who isnot officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning 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 tore quire its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.18 Tests of responsiveness

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

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

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

2.19 Clarifications

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

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

E Qualification of Technical Bids

2.20 Qualification and notification

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

F BID SECURITY

2.21 Bid Security

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

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

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

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

2.21.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.21.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

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

a. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 5 of this RFP;

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

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

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

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

3 Opening and Evaluation of Financial bids

3.1 The Authority shall open the financial bids of the qualified bidders online. The qualified bidder will be informed accordingly.

3.2 Selection of bidder

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

3.2.2 In the event that, two or more Bidders quote the same amount of royalty per MT of waste (the "Tie Bids"), the Authority shall ask the tied Bidders to provide their best and final offer of the Financial Proposal in a sealed cover and the Bidder offering the Highest Final Offer shall be adjudged the Selected Bidder. In case the Authority again receives Tie Bids, then the Authority shall declare as successful such tied Bidder whose aggregate Technical Experience Score is higher than the other tied Bidder(s) during the Qualification Stage.

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

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

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

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

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

3.2.8 On receipt of the LOA from the Authority, the successful bidder should remit a Performance Security of ₹3,45,00,000/- (Rupees Three Crore Forty-Five Lakhs Only) within 10 (Ten) working days, in the form of an Unconditional Irrevocable Bank Guarantee with an initial validity period of 3 years and renewable thereon every year within 15 days before the expiry of validity until completion of concession period from any Indian Nationalized/Scheduled Commercial Bank.

3.3 Contacts during Bid Evaluation

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

3.4 Bid Parameter

The Bid shall comprise of Royalty per MT of waste to be quoted by the Bidder in accordance with the provisions of the Concession Agreement. The Bidder who offers the Highest Royalty per MT of waste will be selected as Concessionaire.

4 Fraud and Corrupt Practices

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

4.2 Without prejudice to the rights of the Authority under Clause 4.1 here in above and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, is found 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 Concession Agreement, such Bidder or Concessionaire, 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 Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

4.3 For the purposes of this Clause 5, 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 Concession Agreement or arising there from, before or after the execution thereof, at

any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the 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, in order to influence the Bidding Process;

c. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

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

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

5 Pre-bid Meeting

5.1 There will be a Pre-bid meeting on 25.03.2024 at 11.00 AM in the Office of Commissioner, Coimbatore City Municipal Corporation, Town Hall, Coimbatore - 641 001, during which the prospective Bidders can get clarifications about the RFP. A maximum of two representatives of each Bidder shall be allowed to participate on production of authorization letter from the Bidder.

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

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

6 Miscellaneous

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

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

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

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

Annexure I

Letter Comprising the Bid

From,
Name:

Address:

Ph:

E-mail:

To,
Coimbatore City Municipal Corporation,
Town Hall,
Coimbatore - 641 001

Sub: Bid for Selection of Concessionaire for establishment of 250 TPD Municipal Solid Waste based Bio-CNG Plant at Coimbatore under PPP Mode on Design, Build, Finance, Operate and Transfer Basis for a period of 20 years.

Dear Sir,

1. With reference to your RFP document dated 02.03.2024, I/we, having examined theRFP document and understood its contents, hereby submit my/our bid for the aforesaid project. The Bid is unconditional and unqualified.

2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of Concessionaire for the aforesaid project, and we certify that all information provided is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.

3. This statement is made for the express purpose of selection as Concessionaire for the development, finance, construction, operation and maintenance of the aforesaid Project.

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

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

6. I/We certify that in the last three years, we / any of the Consortium Members or our /their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We declare that:

    a. I/We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority; and
    b. I/We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(c) of the RFP document; and
    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 bid or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
    d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 5 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
    e. The undertakings given by us in response to the RFP for the Project were true and correct as on the date of making the bid and are also true and correct as on Bid Due Date and I/we shall continue to abide by them.

8. I/We understand that you may cancel the Bidding Process at any time and that you 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 2.16.5 of the RFP document.

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

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

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

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

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

14. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.

15. I/we further certify that we/any member of Consortium or any of our/their Associates are not barred by the [central Government/ State Government] or any entity controlled by it, from participating in any project and no bar subsists as on the date of Bid.

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

17. The power of attorney for signing of Bid and the power of attorney for Lead Member of Consortium, as per format provided at Annexures VI and VII respectively of the RFP, are enclosed.

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

19. I/ We acknowledge and undertake that there shall not be any change in ownership / shareholding pattern until the 2nd (second) anniversary of the date of commencement of operation of the facility and the Lead Member shall with its other Consortium Member directly hold 100% (hundred percent) of subscribed and paid-up equity share capital of the SPV until Commercial Operation Date (COD), and thereafter shall directly hold not less than 51% (fifty one percent) of subscribed and paid-up equity share capital of the SPV until the 5th anniversary of Commercial Operations date (COD); and that each Consortium member whose technical and financial capacity was evaluated for the purposes of pre-qualification and award of project in response to the RFP shall hold at least 26% (twenty six percent) of equity until the 2nd anniversary of COD;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.

20. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to 2nd (second) anniversary of the date of commercial operation of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

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

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

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

24. I/We have studied all the Bidding Documents carefully and also surveyed the project site and analyzed the details of the project. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.

25. I/ We offer a Bid Security of ₹30,00,000/- to the Authority in accordance with the RFP Document.

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

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

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

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

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

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

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

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

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

Yours faithfully,

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

Omit if the Bidder is not a Consortium.

Annexure II

Details of the Bidder

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

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

3. Details of individual(s) who will serve as the point of contact / communication of the Bidder:
   (a) Name
   (b) Designation
   (c) Company
   (d) Address
   (e) Telephone Number
   (f) e-mail Address
   (g) Fax Number

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

5. In case of a Consortium:

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

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

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

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

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

S.No.	**Criteria**	**Yes**	**No**
1.	Has the Bidder / constituent of the Consortium been barred by the Central / State / UT Government, or any entity controlled by them, from participating in any Project?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder / constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past

(Attach extra sheets, if necessary)

Annexure – III

ANNUAL TURN OVER CERTIFICATE

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

S.No.	Year	Turnover (Rs. in crores)
1.	2020-2021	
2.	2021-2022	
3.	2022-2023	
	Total	
Average annual turnover		

Note: Average Turnover of three consecutive financial years will be considered i.e., FY 2020-21, FY 2021-22 and FY 2022-23.

DATE :

SIGNATURE OF THE BIDDER

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

Annexure – IV

NETWORTH CERTIFICATE

The Networth of M/s ..... as on as on 31st March 2023 is _____ crores and certified that the statement is true and correct.

DATE :

SIGNATURE OF THE BIDDER

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

Annexure-V

Statement of Legal Capacity

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

Ref.
Date:

To,
Coimbatore City Municipal Corporation,
Town Hall,
Coimbatore - 641 001

Dear Sir,

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

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

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of…….

* Please strike out whichever is not applicable.

Power of Attorney for Signing of Bid
(Refer Clause 2.2.4)

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 Selection of Concessionaire for establishment of 250 TPD Municipal Solid Waste based Bio-CNG Plant at Coimbatore under PPP Mode on Design, Build, Finance, Operate and Transfer Basis for a period of 20 years proposed by Coimbatore City Municipal Corporation (the "Authority") including but not limited to signing and submission of all Bids and other documents and writings, participate in Pre-bids and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority 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 NAMEDPRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ……DAY OF ……., 20.....

For……..

(Signature, name, designation and address)

Witnesses:
1.
2.

Notarized

Accepted

……

(Signature)
(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ 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 tobe legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.*

Power of Attorney for Lead Member of Consortium
(Refer Clause 2.2.4)

Whereas Coimbatore City Municipal Corporation (the "Authority") has invited Bids from interested parties for Selection of Concessionaire for establishment of a 250 TPD Municipal Solid Waste based Bio-CNG Plant at Coimbatore (the "Project") under Public Private Partnership (the "PPP") Mode on Design, Build, Finance, Operate and Transfer (the "DBFOT") Basis for a period of 20 years.

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, ……. having our registered office at……., and M/s…...……. having our registered office at …….……., (hereinafter collectively referred to as the "Principals") dohereby irrevocably designate, nominate, constitute, appoint and authorize M/s……. having its registered office at ……., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its Bid for the Project, including but not limited to signing and submission of all Bid and other documents and writings, participate in Bidders and other conferences, respond to queries, submit information/ documents, Accept Letter of Award sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to

represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the Project and/ or upon award there of till the Concession Agreement is entered into with the Authority.

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

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

For …….
(Signature)
……..
(Name & Title)
For …….
(Signature)
……..
(Name & Title)
For …….
(Signature)
……..
(Name & Title)

Witnesses:
1.
2.
……
(Executants)

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the*

executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.*

Annexure – VIII

JOINT BIDDING AGREEMENT

(Refer Clause 2.2.5 (g))

(To be executed on Stamp paper of appropriate value)

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

AMONGST

1. {…… Limited, a company incorporated under the Companies Act, 1956/2013}and having its registered office at …… (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

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

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

WHEREAS

(A) Coimbatore City Municipal Corporation, having its office at, Coimbatore City Municipal Corporation, Town Hall, Coimbatore - 641 001 (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the Bids") by its Request for Proposal No. …… dated …… (the "RFP") for pre-qualification and short-listing of Bidders for Selection of Concessionaire for establishment of a 250 TPD Municipal Solid Waste based Bio-CNG Plant at Coimbatore (the "Project") under Public Private Partnership (the "PPP") Mode on Design, Build, Finance, Operate and Transfer (the "DBFOT") Basis for a period of 20 years.

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

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

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it shall incorporate the Special Purpose Vehicle (the "SPV"), under the Indian Companies Act, 2013 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Bidder in terms of the Concession Agreement for the Project.

4. Role of the Parties

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

4.1 Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for andon behalf of the

Consortium during the Bidding Process and until the date of signing of Concession Agreement when all the obligations of the SPV shall become effective;

4.2 Party of the Second Part shall be {the Technical Member/ /Operation and Maintenance Member of the Consortium;}

5. Joint and Several Liability

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

6. Shareholding in the SPV

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

First Party:

Second Party:

6.2 The Parties undertake that there shall not be any change in shareholding pattern until the 2nd (second) anniversary of the date of commercial operation of the facility.

6.3 The Parties undertake that the Lead Member shall with its other Consortium Member directly hold 100% (hundred percent) of subscribed and paid-up equity share capital of the SPV until Commercial Operation Date (COD), and thereafter shall directly hold not less than 51% (fifty one percent) of subscribed and paid-up equity share capital of the SPV until the 5th anniversary of Commercial Operations date (COD); and that each Consortium member whose technical and financial capacity was evaluated for the purposes of pre-qualification and award of project in response to the RFP shall hold at least 26% (twenty six percent) of equity until the 2nd anniversary of COD;

6.4 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

7. Representation of the Parties

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

a. Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
b. The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

    i. require any consent or approval not already obtained;
    ii. violate any Applicable Law presently in effect and having applicability to it;
    iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
    iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
    v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

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

d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance

with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

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

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

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

SIGNED, SEALED AND DELIVERED For and on behalf of LEAD MEMBER by: by: (Signature) (Name) (Designation) (Address)	SIGNED, SEALED AND DELIVERED For and on behalf of SECOND 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 his Agreement on behalf of the Consortium Member.

3. For a Joint Bidding Agreement executed and issued overseas, the document shall belegalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Annexure - IX

Certificate

Date: _____

Certified that M/s...../ the firm /company or its partners / shareholders have not been blacklisted as on _____ by Coimbatore City Municipal Corporation or Central Government, any State Government, a Statutory Body, any Public Sector Undertaking, Banks or Financial Institutions and declared as NPA by Banks or Financial Institutions.

SIGNATURE OF THE BIDDER
(WITH SEAL AND ADDRESS)

Annexure - X

Declaration Form

Date: _____

a) I/We ……. having our office at ……. do declare that I/We have carefully read all the conditions of RFP floated by Coimbatore City Municipal Corporation vide tender ref.no. _____ for the selection of Concessionaire for establishment of 250 TPD Municipal Solid Waste based Bio-CNG Plant at Coimbatore under PPP Mode on Design, Build, Finance, Operate and Transfer Basis for a period of 20 years.

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

SIGNATURE OF THE BIDDER
(WITH SEAL AND ADDRESS)

Annexure- XI

Clarification on RFP Document Format

BIDDER'S REQUEST FOR CLARIFICATION			
Name and Address of the Organization submitting request		Name and Position of Person submitting request	Contact Details of The Organization / Authorized Representative
			Tel:
			Fax:
			Email:
S. No.	**Reference(s) (Section, Page)**	**Content of RFP requiring Clarification**	**Points of clarification required**
1			
2			
3			

SIGNATURE OF THE BIDDER
(WITH SEAL AND ADDRESS)