TAMIL NADU STATE HIGHWAYS AUTHORITY

REVISED REQUEST FOR PROPOSAL (RFP)

FOR

DEVELOPMENT OF WAYSIDE AMENITIES ON DESIGN, BUILD, FINANCE, OPERATE AND TRANSFER (DBFOT) BASIS UNDER PPP MODE FOR TAMIL NADU STATE HIGHWAYS AUTHORITY

RFP Ref: 3.TANSHA/WSA/2025
Dated: 27.09.2025

Tamil Nadu State Highways Authority
No. 76, Sardar Patel Road, Guindy, Chennai – 600 025,
Tamil Nadu, India

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DISCLAIMER

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

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bids for qualification and in making their financial offers pursuant to this RFP (the "**Bids"** or **"Proposals**"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority 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 the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in 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. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, 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.

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

The issue of this RFP does not imply that the Authority is bound to select or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority

or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

GLOSSARY

Addendum	As defined in Clause 2.8
Annual Lease Rent	As defined in Clause 1.2.7
Applicable Laws	As defined in the Concession Agreement
Associate	As defined in Clause 2.2.1
Authority	As defined in Clause 1.1.1
Bid(s)	The Technical Bid and Financial Bid together shall be referred to as the Bid(s).
Bidder(s)	As defined in Clause 1.1.3
Bidding Documents	As defined in Clause 1.1.12
Bid Due Date	As defined in Clause 1.1.13
Bid Validity Period	As defined in Clause 1.2.3
Bidding Process	As defined in Clause 1.2.1
Bid Security (EMD)	As defined in Clause 1.2.5
Companies Act	Shall mean the Companies Act, 1956/ 2013
Concession Agreement	As defined in Clause 1.1.5
Concession	As defined in Clause 1.1.6
Concession Period	As defined in Clause 1.1.6
Conflict of Interest	As defined in Clause 2.2.1(c)
Corrigendum	As defined in Clause 2.8
Crore	Ten million (10,000,000)
e-Procurement Portal	As defined in Clause 1.2.4
Financial Bid	As defined in Clause 1.2.1
Financial Bid Phase	As defined in Clause 1.2.2
Financial Capacity	As defined in Clause 2.2.2(B)
First Round of Bidding	As defined in Clause 3.8.3
Lakh	Hundred thousand (1,00,000)
Legal Entity	As defined in Clause 2.2.1 (b)
LOA	As defined in Clause 3.8.6
Minimum Eligibility Criteria	As defined in Clause 2.2.2
O&M Period	As defined in Clause 1.1.6
Project or Projects	As defined in Clause 1.1.2
Project Site/Site	As defined in Clause 1.1.2
Qualification Phase	As defined in Clause 1.2.2
Re. or R.S. or INR	Indian Rupee
RFP	Means the Request for Proposal issued by the Authority for selecting the Selected Bidder for the Project.
Second Round of Bidding	As defined in Clause 3.8.3
Selected Bidder	As defined in Clause 3.8.1
Similar Projects	As defined in Clause 2.2.2
Subject Person	As defined in Clause 2.2.1(c)(i)

Technical Bid/ Technical Proposal	As defined in Clause 1.2.1
Technical Capacity	As defined in Clause 2.2.2(A)
Tie Bids	As defined in Clause 3.8.2
Third Round of Bidding	As defined in Clause 3.8.5
Additions TANSHA – Tamil Nadu State Highways Authority Sqft – Square Feet Sqm – Square Meter	

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

DATA SHEET

1.	**Name of the Project**	Development of Wayside Amenities on Design, Build, Finance, Operate and Transfer (DBFOT) Basis under PPP Mode for Tamil Nadu State Highways Authority
2.	**Tender issued by/ Agreement singing Authority**	Tamil Nadu State Highways Authority
3.	**Procurement stages**	Single Stage two cover process
4.	**Bid Security (EMD)**	The amount specified in Annexure - B shall be furnished through online payment on the e-Procurement Portal
5.	**Bid Document availability on portal i.e. start date & time of issue of RFP document and last date & time for availability of RFP document**	27/09/2025 at 11:00 Hrs. to 10/12/2025 at 17:00 Hrs. on the portal https://tntenders.gov.in
6.	**Site visit**	Visit to the Site(s) by the Bidders will be facilitated by the Authority. Bidders interested in visiting the Site are required to send an email to: tanshamembertech@gmail.com specifying the date and time.
7.	**Pre-Bid meeting**	The Pre-Bid meeting would be held at the Office of the TANSHA on the following date at 11:00 hours IST. Online link for Pre-Bid Meeting: https://meet.google.com/bbs-bufb-fza **2ND Pre-Bid Meeting date : 03/12/2025**
8.	**Last Date and Time for submission of queries**	Date: 01/12/2025 Time: 18:00 Hours Mode: e-mail to:tanshamembertech@gmail.com
9.	**Response to Pre-Bid Queries**	Date: 05/12/2025 Time: 18:00 Hours
10.	**Last date and time of Submission of Bids**	Last Date for submission of Technical Bid and Financial Bid (online): 10/12/2025 up to 17:00 hours IST
11.	**Date and Time for opening of Technical Bids**	10/12/2025 at 17:30 hours IST at the office of the TANSHA
12.	**Opening of Financial Bids**	To be notified on https://tntenders.gov.in

13.	**Website details**	Replies to queries/ clarifications/ addendum/ corrigendum etc. shall be posted on the following websites: https://tntenders.gov.in

1. INTRODUCTION

1.1 Background

1.1.1 Tamil Nadu State Highways Authority **("Authority"**) is a statutory body constituted with the mandate for the construction, development, maintenance and management of the highways and for matters connected therewith or incidental thereto. With a view to enhance the highway network with world-class infrastructure and services, the Authority proposes to develop wayside amenities for the benefit of highway users. The objective is to make long-distance travel safer, more comfortable, and convenient by providing facilities that reduce fatigue and stress associated with extended journeys. These amenities will be designed to meet global standards and cater to the essential needs of travellers, including rest, recreation, food, fuel, and parking. It is imperative that the facilities are architecturally appealing, aesthetically designed, environmentally sustainable, functionally efficient, operationally user-friendly, and safe.

1.1.2 As part of its endeavour, the Authority is undertaking the Development of Wayside Amenities on 7 (seven) different Sites adjoining National Highway and State Highway in the State of Tamil Nadu on DBFOT basis and has decided to carry out the Bidding Process for the selection of Bidder(s) to whom each of 7 (seven) Sites may be awarded. The details of such sites are provided in Annexure A (each site individually referred to as a **"Project Site/ Site"** and collectively as the **"Project Sites/ Sites".** The development of Wayside Amenities on each Project Site will be considered as a separate and distinct project "**Project**" and collectively be referred as "**Projects**". Bidders are permitted to apply for one or more Project Site(s); however, the evaluation of each Project will be carried out independently.

1.1.3 For this purpose, the Authority seek bids through the present RFP from interested and eligible Legal Entities (the "**Bidder**" or "**Bidders**") for selection of a private player to whom the Project may be awarded through an open competitive bidding process to be undertaken as per the Tamil Nadu Transparency in Tenders (Public Private Partnership Procurement) Rules, 2012 and in accordance with the procedure set out herein. The Selected Bidder shall thereafter undertake the Project in accordance with the terms of this RFP including the Concession Agreement to be executed with the Authority.

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

a. Tamil Nadu Transparency in Tenders Act, 1998;
b. Tamil Nadu Transparency in Tenders Rules 2000;
c. Tamil Nadu Transparency in Tenders (Public Private Partnership Procurement) Rules 2012;

1.1.5 The Selected Bidder shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of a concession agreement (the "**Concession Agreement**") to be entered into between the Selected Bidder and the Authority in the

form provided by the Authority as part of the Bidding Documents pursuant thereto. For avoidance of doubt, it is clarified that for each Project Site, a separate Concession Agreement will be executed.

1.1.6 The Concession Agreement sets forth the detailed terms and conditions for the grant of concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the "**Concession**"). The period of Concession is 20(twenty) years ("**Concession Period**") commencing from the Appointed Date (*as defined in the Draft concession Agreement*) which is inclusive of the Construction Period of 2 (two) years for completion of Minimum Development Requirements *(refer the Draft Concession Agreement for further details)* for construction/ development and commissioning of the Project at the Site and remaining years for operations and maintenance (the "**O&M Period**"). It is to be noted by the Bidders that as part of development of Wayside Amenities ("WSA") at each Project Site, the Concessionaire shall be required to mandatorily develop Minimum Development Requirements (as specified in **Annexure – D**). In addition, the Concessionaire may at its sole discretion develop other additional facilities in accordance with the List of Permitted Activities appended as **Annexure F**. The Bidder shall not undertake any activities outside those specified in Annexure D and Annexure F.

1.1.7 The detailed scope of work for each Project is provided in **Annexure-C** of this RFP document.

1.1.8 The Concessionaire shall, in consideration of its investment and services in developing and operating the Wayside Amenities (WSA), in accordance with the Concession Agreement, be entitled to collect and appropriate revenues generated from the Project including but not limited to user charges, sub-leasing fee or license fees, advertisement income and other ancillary revenue streams aligned with the nature and scope of the Project at the rates to be fixed by the Concessionaire keeping in view the market trend. The Concessionaire shall not sublease or sublet the whole or any part of the Site, except for land specifically designated for fuel stations, where sub-leasing is permitted. At the end of the Concession Period either due to efflux of time or early termination due to any reason, the Project Site along with all the developments thereon shall be handed over to the Authority free of cost without any liabilities and in good working condition in accordance with the divestment requirements set forth in the Concession Agreement.

1.1.9 The Authority shall hand over encumbrance free Project Site to the Concessionaire on lease-hold basis. The Concessionaire shall prepare a detailed Development Plan for the Project in line with the applicable laws, development control regulations, mandatory requirements, other construction/ development related specifications and requirements specified in the Concession Agreement along with detailed design, drawings and plans (as per statutory requirements under applicable laws) of the WSA. This Development Plan shall be required to be submitted by the Concessionaire to the relevant competent authorities to grant approval under the applicable laws.

1.1.10 The Concessionaire shall carry out the construction works of the Project facility strictly in accordance with the approved design and plans. The Authority, either directly or through a Nodal Officer appointed under the Concession Agreement, monitor such works to ensure that the construction and development activities comply with the approved Development Plan and all applicable laws.

1.1.11 The Concessionaire shall be solely responsible and liable for bringing in requisite funds from time to time towards financing the Project.

1.1.12 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 the Project, 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 the Project. The Concession is to be awarded pursuant to this RFP or the terms thereof or herein contained. The RFP, any addendum, draft Concession Agreement, and any other document in relation to this Project provided by the Authority shall be collectively referred to as the "**Bidding Documents**". Consequently, any omissions, conflicts or contradictions in the Bidding Documents including between this RFP or the Concession Agreement 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.

1.1.13 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth herein as modified, altered, amended, and clarified from time to time by the Authority. 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 the Bid (the "**Bid Due Date**").

1.2 Brief description of Bidding Process

1.2.1 The Authority has adopted a single stage bidding process comprising of 2 (two) covers for selection of the bidder for award of the Project (referred to as the "**Bidding Process**"). The first cover ("**Technical Bid**") shall contain qualification of interested Bidders who shall make the Bid in accordance with the provisions of this RFP and the second cover shall comprise of the financial bids submitted by the Bidders for the Project ("**Financial Bid**"). Both Technical Bid and Financial Bid shall be submitted simultaneously on the e-Procurement Portal.

1.2.2 The first step (the "**Qualification Phase**") of the bidding process involves technical qualification of Bidders on the basis of the Technical Bid submitted by the Bidders in accordance with the provisions of this RFP document. At the end of the Qualification Phase, the Financial Bid of only the technically qualified Bidders shall be opened and evaluated for identification of the Selected Bidder (the "**Financial Bid Phase**").

1.2.3 The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days or any extension thereof from the Bid Due Date and this period shall be referred to as the "**Bid Validity Period**".

1.2.4 The Bidding Documents can be downloaded free of cost from https://tntenders.gov.in ("**e-Procurement Portal**") and even the proposal submission shall be on the e-Procurement Portal. Bids/Proposals which are submitted on the e-Procurement Portal alone will be accepted by the Authority. The Bidders are advised to download the Bidding Documents well in advance of the Bid Due Date and regularly check the e-Procurement Portal for any addendums that may be issued to the Bidding Documents. The Bidders are advised to upload their Bids/ Proposals sufficiently before the specified

time on the Bid Due Date to avoid any technical issues or malfunction in the network caused by heavy internet traffic on the Bid Due Date. The Authority shall not be responsible for any failure, malfunction or breakdown of the e-Procurement Portal during the Bidding Process. The Bidder is required to get their firm/ company registered on the e-Procurement Portal and obtain user ID & password. Bidders are requested to refer **Appendix-V** and also visit the e-Procurement Portal for the details related to online registration and submission of Proposals carefully to avoid any confusion, technical problem or delay at a later date.

1.2.5 A Bidder is required to deposit, along with its Bid, a Bid Security (EMD) of an amount as provided in Annexure – B (the "**Bid Security (EMD)**") refundable not later than 60 (sixty) days after the expiration of the Bid Validity Period or any extension thereof, except in the case of the Selected Bidder whose Bid Security (EMD) shall be retained till it has provided a Performance Security under the Agreement. The Bidders will provide Bid Security (EMD) in the form of online transfer through e-Procurement Portal. For the avoidance of doubt, it is hereby clarified that the Authority shall accept only the specified form of Bid Security (EMD). Any Bid submitted with a Bid Security (EMD) in any other form shall not be considered. Further, the Bid shall be summarily rejected if it is not accompanied by the Bid Security (EMD).

1.2.6 Prior to the submission of the Bid, the Bidders are advised to examine the Project in greater detail, and to carry out, necessary inspection of the Site at their cost, and such studies as may be required and satisfy themselves before submitting their respective Bids for award of the Concession for the Project.

1.2.7 **Bid Parameter:**

Under this RFP, Financial Bids are invited for the Project on the basis of the highest annual lease rent (**Annual Lease Rent or ALR**) offered by the Selected Bidder/ Concessionaire to the Authority for grant of Concession, subject to the minimum reserve price specified for each Project Site as mentioned in **Annexure – B**. Bidders must quote an Annual Lease Rent above this reserve price. The highest ALR will be the sole criterion for bid evaluation, and the Project will be awarded to the Highest Bidder.

1.2.8 In this RFP, the term "Highest Bidder" shall mean the Bidder who is offering the highest ALR above the reserve price as specified in Clause 1.2.7 above. The Concession Period and other terms are pre-determined, as indicated in the draft Concession Agreement, and the ALR shall constitute the sole criteria for evaluation of Bids. Subject to the provisions of Clause 2.5 (Right to accept and to reject any or all Bids), the Project will be awarded to the Highest Bidder.

1.2.9 The mode and manner of payment of ALR along with GST, if any applicable on the Annual Lease Rent (whether payable by the Concessionaire or the Authority), shall commence from the Appointed Date. The ALR for the first year shall be paid on or before the Appointed Date and shall constitute a Condition Precedent to be fulfilled by the Concessionaire. Thereafter, for each subsequent year, the Annual Lease Rent shall be paid by the Concessionaire to the Authority within 15 (fifteen) days from the commencement of that year, calculated from the Appointed Date. In the event of any delay in payment, the Concessionaire shall pay interest for the period of delay, as

specified in Concession Agreement. The ALR shall increase/escalate at the rate of 15% (fifteen percent) annually over the previous value of ALR every 3 (three) years till the end of the Concession Period. The Concessionaire shall be solely responsible for and liable to pay all applicable Goods and Services Tax (GST), including input tax credit, output tax, and any other related taxes, duties, levies, or fees imposed by any governmental authority in connection with the performance of its obligations under the Concession Agreement; GST as applicable shall be solely borne by the Concessionaire and paid along with the amount towards ALR.

1.2.10 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 3 of this RFP, be invited to match the Financial Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Financial Bid of the Highest Bidder, the Authority may, in its discretion, invite fresh Financial Bids from all remaining Bidders or annul the Bidding Process, as the case may be.

1.2.11 A Bidder could be allocated maximum 4 sites for development. . In case if a bidder has quoted the highest Annual Lease Rent for more than 4 sites, then the combination of sites which will contribute to maximum Annual Lease Rent will be allotted to the Bidder at the discretion of the Authority.

1.2.12 Any queries or request for additional information concerning this RFP shall be submitted through the e-mail tanshamembertech@gmail.com to the Member – Technical, TANSHA. The communications shall clearly bear the following identification/ title:

"**Queries/ Request for Additional Information: "***RFP for Development of Wayside Amenities on Design, Build, Finance, Operate and Transfer (DBFOT) Basis under PPP Mode for Tamil Nadu State Highways Authority*
".

1.2.13 Any addenda issued subsequent to this RFP, but on or before 1 (one) week of the Bid Due Date, will be deemed to form part of the Bidding Documents, which shall be binding on all Bidders. All Bids shall be prepared and submitted in accordance with such terms on or before the time on the date specified in this RFP for submission of Bids.

1.3 Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule. However, the Authority may, at its own discretion, revise or extend any of the timelines set out in this schedule:

Event Description	Date
Date of Issue of RFP	27/09/2025 at 11:00 am
Availability of RFP document for download	Bidding Documents shall be available on the E-Procurement Portal **tntenders.gov.in** from 27/09/2025 11:00 a.m. to 10/12/2025 at 17:00 Hrs.

Last Date for receiving pre-bid queries	01/12/2025 at 18:00 hours IST
Date of Pre-bid Meeting	03/12/2025 at 11:00 a.m.
Authority response to queries	05/12/2025 at 18.00 hours
Bid Due Date and Time for submission of Technical Bid & Financial Bid (Online)	10/12/2025 at 17:00 hours
Opening of Technical Bids	10/12/2025 at 17:30 hours
Opening of Financial Bid	To be notified
Validity of Bids	180 days from Bid Due Date
Issue of Letter of Award (LOA)	Within 30 days from the opening of Financial Bid
Acknowledgement of LOA	Within 7 (seven) days of the issuance of the LOA to the Selected Bidder
Performance Security	Prior to signing of the Concession Agreement
Signing of Concession Agreement	Within 30 days from the LOA

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

1.4 Pre-Bid Conference

The date, time and venue of the Pre-Bid Conference (2ND) shall be:
Date: 03/12/2025
Time: 11:00 hrs
Venue: Office of the TANSHA.
Online Meeting Link: https://meet.google.com/bbs-bufb-fza
The Bidders are advised to visit the Project Site prior to attending the Pre-Bid Conference.

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 General terms of Bidding

2.1.1 The Authority wishes to receive Bids in order to select experienced and capable Bidder for awarding the Project. The Authority shall constitute the committee as per the Tamil Nadu Transparency in Tender (Public Private Procurement Partnership) Rules, 2012 for approving the evaluation and other relevant document during the tender process for the Project, as nominated by the Authority (the "**Tender Scrutiny and Evaluation Committee**").

2.1.2 The relevant project specific information is provided as annexures , in order to provide such information to the Bidders to evaluate the Project and estimate their Financial Bid.

2.1.3 No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be, failing which such Bidder and its Bids shall be summarily rejected.

2.1.4 Unless the context otherwise requires, the terms not defined in this RFP, but defined in the Concession Agreement shall have the meaning assigned thereto in the Concession Agreement. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Concession Agreement shall have an overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

2.1.5 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid. This RFP is not transferable. Any award of Concession pursuant to this RFP shall be subject to the terms of the Bidding Documents.

2.1.6 The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.6 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

2.2 Eligibility of Bidders

2.2.1 For determining the basic eligibility of Bidders for their technical qualification hereunder, the following shall apply:

a. The Bidder shall be a single Legal Entity or a group of not more than two entities (the "**Consortium**"), coming together to execute the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may

be, can be a member of another Bidder. The term Bidder used herein would apply to both a single Legal Entity and a Consortium.

b. For the purpose of this RFP, a "**Legal Entity**" shall mean a limited company which is registered in India under the provisions of the Companies Act, 1956/2013 or a Limited Liability Partnership (LLP) registered under the Limited Liability Partnership Act, 2008 or a partnership firm registered under the Indian Partnership Act, 1932.

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

i. the Bidder or its Associate (or any constituent thereof) and any other Bidder, or its Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or its Associate thereof (or any shareholder thereof having a shareholding of more than 25% of the paid up and subscribed share capital of such Bidder or Associate in the other Bidder or Associate) is less than 25% (twenty-five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in subsection (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, that no such shareholding shall be reckoned under this sub clause (bb) if the shareholding of such person in the intermediary is less than 25% (twenty Five per cent) of the subscribed and paid up equity shareholding of such intermediary; or

ii. a constituent of such Bidder is also a constituent of another Bidder; or

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

iv. such Bidder has the same legal representative for purposes of this Bidding Process as any other Bidder; or

v. such Bidder or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third

party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the response of either or each other; or

vi. such Bidder, or any Associate thereof, has participated as a consultant to the Authority in the preparation of any documents, design, or technical specification of the PPP Project.

vii. Such Bidder or any Associate thereof has appointed any official of the Authority, Advisors of Authority for the Project, Legal Advisors of Authority for the Project, Financial Advisors of Authority for the Project dealing with the Project, within a period of 1 years from the date of award of the Project to that Bidder.

For purposes of this RFP, Associate means, in relation to the Bidder/Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/Consortium Member (the "**Associate**"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

It is clarified that a certificate from the Statutory Auditor who audits the book of accounts or the Company Secretary of the Bidder/Consortium Member shall be provided to demonstrate that a person is an Associate of the Bidder.

d. A Bidder shall be liable for disqualification and forfeiture of Bid Security (EMD) if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder or its Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the: (i) issue of the LOA; or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, which the Authority may have thereunder or otherwise including the forfeiture and appropriation of the Bid Security (EMD) or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "**Damages**"). Further, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder or its Associate in the past but its assignment expired or was terminated 1 (one) year prior to the date of issue of the RFP. Nor will this

disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of expiry of commercial operation of the Project.

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

In case the Authority seeks information / clarification from a Bidder related to occurrence / non-occurrence of Conflict of Interest and the Bidders fails to provide such information within a reasonable time, the Authority shall disqualify the Bidders forfeit and encash its Bid Security (EMD) as per provision of Clause 2.20.6(c) and further debar it from participation in any future procurement process for a minimum period of 1 year.

2.2.2 To be eligible for technical qualification and short-listing, a Bidder shall fulfill the following conditions of eligibility (the **"Minimum Eligibility Criteria"**):

A. Technical Capacity: For demonstrating technical capacity and experience, the Bidder in the past 7 (seven) years preceding Bid Due Date, should have experience in owning or undertaking the construction/ development either on EPC mode or PPP mode any of the following eligible projects:–

Sl. No.	Site Name	One Similar Project with minimum project cost in INR Crore	Two Similar Projects with minimum cost of each project in INR Crore
1.	Ayyankovilpathu, Villupuram	4.00	2.75
2.	Palangarai, Tiruppur	5.00	3.25
3.	Tirupachur, Tiruvallur	3.25	2.25
4.	Kalendira, Tirupathur	4.00	2.75
5.	Karipatti, Salem	5.25	3.50
6.	Puduchatram, Dindigul	2.25	1.50
7.	Kilmattai, Tiruvannamalai	3.00	2.00

For the purpose of this RFP, "**Similar Projects**" means any commercial, retail or Infrastructural projects.

Important Notes:

1. **A Bidder may rely on the same Similar Project experience to Bid for one or more Project Sites, including all seven, without any restriction on the number of Project Sites for which such experience is claimed. However, the said project must independently meet the minimum project cost threshold prescribed for each respective Project Site as specified in the table above.**

For example: If a Bidder has executed a Similar Project with a total project cost of ₹5 crore, they may use this same project to bid for the Palangarai, Tiruppur sites (which require a minimum of ₹5 crore for one Similar Project), as well as Kilmattai, Tiruvannamalai site (which require only ₹3 crore for one Similar Project), since the project meets or exceeds the minimum cost threshold for each of those sites.

2. **In case where Bidder is a Consortium, then the Technical Capacity criteria could be met by the any Member. However, such Member shall hold paid-up equity share capital / capital contribution not less than 26% (twenty-six per cent) of the subscribed and paid up equity or capital contribution of the SPV.**

3. **In computing the Technical Capacity of the Bidder under Clause 2.2.2(A), the experience of the Associate of the Bidder would also be eligible hereunder. However, experience of the Associate would be considered in the proportion to the shareholding/capital of the Bidder in the Associate or vice versa i.e., the Associate's holding in Bidder.**

4. **Where a Similar Project *(whose experience is being claimed by the Bidder under Technical Capacity)* has been done by a Bidder in a joint venture/ consortium, then the minimum share of the Bidder in such joint venture/ consortium/ SPV should not be less than 26% to be eligible for qualification under this Clause 2.2.2 (A); also, the value of such Similar Project shall be considered only to the extent of percentage share/ ownership of the Bidder in that Project.**

5. **Only those Projects will be considered which are completed and currently under operation.**

B. **Financial Capacity:** The Bidder shall have a minimum Average Annual Turnover for each Project Site as detailed below:–

Sl. No.	Site Name	Average Annual Turnover for the last three completed financial years i.e. (2022-23, 2023-24 and 2024-25) (INR Crore)
1.	Ayyankovilpathu, Villupuram	5.25
2.	Palangarai, Tiruppur	6.50
3.	Tirupachur, Tiruvallur	4.25
4.	Kalendira, Tirupathur	5.25
5.	Karipatti, Salem	7.00
6.	Puduchatram, Dindigul	3.00
7.	Kilmattai, Tiruvannamalai	4.00

The aforesaid Average Annual Turnover must be supported by a certificate issued by its statutory auditor[1]. In case the annual accounts for the latest financial year are not audited, the Bidder shall provide an undertaking duly signed by Statutory Auditor to this effect, and shall submit Turnover credentials for the financial year(s) preceding the latest financial year for which Turnover is not audited and therefore not being provided.

1. **In the event that a Bidder is bidding for more than one Project Site, they must meet the total Financial Capacity requirements i.e., Average Annual Turnover for all the Project Sites combined.**

   For example: If a Bidder is bidding for Karripatti, Salem (which requires Average Annual Turnover of ₹7 crore) and Puduchatram, Dindigul (which requires Average Annual Turnover of ₹3 crore), then the Bidder must demonstrate a minimum Average Annual Turnover of ₹10 crore.

2. **In case of a Consortium, the individual or combined Financial Capacity of those Members who shall hold paid-up equity share capital / capital contribution of not less than 26% (twenty-six per cent) of the subscribed and paid up equity or capital contribution of the SPV shall only be considered for eligibility. Such Financial Capacity score of the Consortium shall be computed as a weighted average of the financial capacity of a Member and its proposed share (%) in the SPV (refer clause 3.5.3 in this regard).**

3. **In computing the Turnover of the Bidder under Clause 2.2.2 (B), the Turnover of their respective Associates would also be eligible hereunder. However, experience of the Associate would be considered in the proportion to the shareholding/capital of the Bidder in the Associate or vice versa i.e., the Associate's holding in Bidder.**

2.2.3 The Bidders shall enclose with its Bid, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

i. Certificate(s) from its statutory auditors stating the payments made or payments received, as the case may be or a completion certificate from the concerned client(s) specifying the cost of the Similar Project(s) specified in Clause 2.2.2 above. In case a particular work/ contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim for the share in work done for that particular work/ contract by producing a certificate from its statutory auditor or the client. Where the Bidder is relying on the experience of its Associate, then the certificate(s) shall be provided by the statutory auditor of such Associate; and

[1] [1] In case where Statutory Auditor is not mandatory for the Bidder, the firm of auditors which audits the annual accounts of the Bidder or its Associate may provide the certificates required under this RFP.

ii. Certificate(s) from its statutory auditors specifying the Turnover of the Bidder or that of its Associate which should be as specified in Clause 2.2.2(B).

*For the purposes of this RFP, **"Turnover"** shall mean the aggregate value realized from the sale, supply, or distribution of goods and/or from services rendered by the Bidder during a financial year, which shall mandatorily pertain to the relevant business, namely construction or development of Similar Project.*

2.2.4 The Bidder should submit a Power of Attorney as per the format at **Appendix-II**, authorizing the signatory of the Bid to commit the Bidder (the "**Authorized Signatory**"). In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix-IIA.

2.2.4A Where the Bidder is a single entity, it may, at its option, form an appropriate Special Purpose Vehicle ("**SPV**") incorporated under the Companies Act, 2013 or the Limited Liability Partnership Act, 2008, for executing the Concession Agreement and undertaking the responsibilities of the Selected Bidder; and, if such SPV is formed, the Selected Bidder shall submit copies of all incorporation documents including, inter alia, the certificate of incorporation, Memorandum and Articles of Association, share subscription and shareholders' agreements (if any), or the registered Limited Liability Partnership agreement/deed, as applicable. In case the Bidder is a Consortium, it shall mandatorily incorporate an SPV as a company under the Companies Act, 2013 or as a limited liability partnership under the Limited Liability Partnership Act, 2008, for execution of the Concession Agreement and implementation of the Project, and shall submit the aforesaid incorporation documents accordingly. In case the Bidder is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:

(i) Number of members in a consortium shall not exceed 2 (two);

(ii) Subject to the provisions of Clause 2.2.4A(i) above, the Bid should contain the information required for each member of the Consortium;

(iii) Members of the Consortium shall nominate one member as the lead member (the **"Lead Member"**), who shall have at least 51% (fifty-one per cent) share in the SPV, whether by way of equity share capital or capital contribution, as applicable to the nature of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-IIA, signed by the other member of the Consortium;

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

(v) An individual Bidder cannot at the same time be member of a Consortium applying for the Bid. Further, a member of a particular Bidder/Consortium cannot be member of any other Bidder/Consortium applying for the Bid;

(vi) the members of the Consortium shall collectively hold 100% (hundred percent) of the subscribed and paid-up equity share capital / capital contribution of the SPV for a period of 3 (three) years from the COD of the Project;

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

(a) convey the intent to form an SPV with equity share capital or capital contribution commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the Project is awarded to the Consortium;

(b) clearly outline the proposed roles and responsibilities, if any, of each member;

(c) commit the minimum equity/capital stake to be held by each member;

(d) commit that each of the members, whose experience (technical capacity or financial capacity) will be evaluated for the purposes of this RFP, shall subscribe to and continue to hold at least 26% (twenty six per cent) of the paid up and subscribed equity share capital or capital contribution of the SPV for a period of 3 (three) years from the COD of the Project; Provided the Lead Member shall hold at least 51% (fifty one per cent) of the paid up and subscribed equity share capital or capital contribution of the SPV during the said period;

(e) members of the Consortium undertake that they shall collectively hold 100% (hundred per cent) of the subscribed and paid up equity share capital or capital contribution of the SPV for a period of 3 (three) years from the COD of the Project and thereafter hold at least 51% (fifty one percent) of paid-up and subscribed equity share capital or capital contribution at all times during the term of the Concession Agreement; and

(f) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project in accordance with the Agreement and the statement to this effect shall also be included in the Jt. Bidding Agreement and the Agreement;

(viii) 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.

2.2.5 Any Bidder which has been barred, blacklisted or disqualified either by the Authority or any local body or any district administration or any government agency of the Government of Tamil Nadu (GoTN), any other State Government in India (SG) or any Union Territory Administration in India (UT) or Government of India (GoI), or any of the agencies of GoTN/SG/UT/GoI from participating in any project (PPP or otherwise)/

tendering process and the bar subsists as on the date of Bid, would not be eligible to submit a Bid; nor the experience of an Associate which has been barred, blacklisted or disqualified as above will be permitted to be claimed by a Bidder. For the purposes of clarification, in case the Bidder has been barred or blacklisted previously and the blacklisting or bar does not exist as on date of the Bid, the Bidder is not disqualified.

2.2.6 A Bidder including any Member of the Consortium or Associate should, in the last 5 (five) 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, Member of the Consortium, its Associate, as the case may be, nor have been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Member of the Consortium, its Associate.

2.2.7 Provided, however that where a Bidder claims that its disqualification arising on account of any cause or event specified herein is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any wilful default or 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 execution of the Project. The decision of the Authority in this regard is final, conclusive, and binding on the Bidder, Member of the Consortium and its Associate, if any.

2.2.8 Where it has come to notice of the Authority or it has, at any later stage of the Bidding Process, reason to believe that any information provided by the Bidder in this regard may be false or misleading, the Authority may, without prejudice to any other right or remedy provided as per the Bidding Documents or in law, disqualify, bar or blacklist the Bidder. Where it has come to notice of the Authority, or it has reason to believe, that the Selected Bidder or the Concessionaire, as the case may be, has provided such false or misleading information in this regard, the Authority may, without prejudice to any other right or remedy provided under the Concession Agreement or in law, terminate the LOA or Concession Agreement, as the case may be.

2.2.8A. No change in the composition of the Consortium is allowed subsequent to the submission of the Bid or during the Bidding Process and/or in case of the Selected Bidder/ Concessionaire, any change in the composition of the Consortium during the Concession Period, shall be as per the terms of the Concession Agreement. Otherwise, the Bid shall be disqualified and Bid Security (EMD) or Performance Security, as the case may be, shall be forfeited.

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

a. Bidders should attach clearly marked and referenced with continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due

provision for incorporation of the requested information;

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

c. In case the Bidder is a Consortium, each Member should satisfy the eligibility requirements to the extent specified herein.

2.2.10 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to last 3 (three) years preceding its latest financial year.

2.3 Cost of Bidding

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

2.4 Site visit and verification of information

2.4.1 Bidders are encouraged to submit their respective Bids after visiting the Project Site and ascertaining and satisfying for themselves the Site conditions, location, surroundings, climate, availability of power, water & other utilities including access to the Site, handling and storage of materials, weather data, applicable laws and regulations, extent of development and facilities at the Site, if any, and any other matter considered relevant by them for the implementation of the Project. It is clarified that Authority shall not be responsible for any discrepancy in this regard.

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

a) made a complete and careful examination of the Bidding Documents;

b) received all relevant information requested from the Authority;

c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.4.1 above;

d) satisfied itself about all matters, things and information including matters referred to in Clause 2.4.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;

e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.4.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for

termination of the Concession Agreement by the Concessionaire;

f) acknowledged that it does not have a Conflict of Interest;

g) agreed to be bound by the undertakings provided by it under and in terms hereof

h) independently verified all information received from the Authority.

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

2.5 Right to accept and to reject any or all Bids

2.5.1 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 any or all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons, therefor.

2.5.2 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.5.3 The Authority reserves the right to reject any Bid and disqualify the Bidder in case of any non-adherence to the requirements set forth in the RFP. The Authority shall be entitled to forfeit and appropriate the Bid Security (EMD) of such a Bidder disqualified herein.

2.5.4 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and/ or during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the eligibility requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the Letter of Award (LOA) or entering into 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, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or the Concessionaire. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security (EMD) 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 or otherwise.

B. DOCUMENTS

2.6 Contents of the RFP

2.6.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addendum issued in accordance with this RFP. The draft Concession Agreement provided by the Authority as part of the Bidding Documents shall be deemed to be part of this RFP.

Invitation for Bids

Section 1. Introduction
Section 2. Instructions to Bidders
Section 3. Evaluation of Bids
Section 4. Fraud and Corrupt Practices
Section 5. Pre-Bid Conference
Section 6. Miscellaneous

Appendices

I. Letter comprising the Bid (to be submitted online):
Annex I: General Information of Bidder
Annex II: Technical Capacity of Bidder
Annex III: Financial Capacity of Bidder
Annex IV: Affidavit of Non-Blacklisting / Non-Disqualification of the Bidder
Annex V: Statement of the Legal Capacity

II. Power of Attorney for Signing of Bid
IIA Power of Attorney for Lead Member of Consortium
IIB Joint Bidding Agreement
III. Format for Financial Bid (to be submitted online)
IV. Bid Checklist
V. Special Instructions to the Bidders for the e-submission of Proposals online on the e-Procurement Portal

Annexures

A. Details of the Site
B. Bid Security (EMD), Performance Security and Reserve Price of Project Sites
C. Scope of Work
D. Minimum Development Requirements
E. O&M Obligation
F. List of Permitted Developments

2.7 Clarifications

2.7.1. Bidders requiring any clarification on the Bidding Documents including the RFP may notify the Authority in writing or e-mail at the email address provided in the Data Sheet. They should send in their queries before the date mentioned in the schedule of Bidding

Process specified in Clause 1.3. The clarifications on the queries of the Bidder shall be issued no later than 2 (two) weeks prior to the Bid Due Date. The responses will be uploaded on the website of the Authority and on the e-Procurement portal without identifying the source of queries.

2.7.2. The Authority shall endeavor 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.

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

2.7.4. The Authority, at any stage of the Bidding process, may also ask any Bidder for clarifications on their submissions, in order to assist in their evaluation. Provided that the Authority will maintain a record of all such communications wherein they shall not seek substantive changes aimed at qualifying such Bidder or engage in any negotiation.

2.8 Amendment of RFP

2.8.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of an addendum or corrigendum not less than 1 (one) week before the Bid Due Date ("**Addendum**" or "**Corrigendum**").

2.8.2 Any Addendum/ corrigendum issued hereunder will be uploaded on the website of the Authority and on the e-Procurement Portal.

2.8.3 In order to afford the Bidders a reasonable time for taking an Addendum/ Corrigendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

2.9 Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of the entire document in the English language, duly authenticated and certified by respective embassy or any authorised translation agencies. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.10 Format and Signing of Bid

2.10.1 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 to rejection.

2.10.2 The Bid shall be typed or written and signed either in edible blue ink or digitally signed by the authorised signatory of the Bidder. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. The Bidder shall refer to the Special Instructions to the Bidders for the e-submission of the Bid(s) online through E-Procurement Portal outlined in **Appendix-V**.

2.11 Sealing and Marking of Bids

2.11.1 The Bidder shall scan the original set of the Technical Bid and upload the same in pdf format on the e-Procurement Portal using the Digital Signature registered on the e-Procurement Portal. Bid submitted through any other means will not be accepted. The Bid shall comprise of the following:

a) **Technical Bid which shall include the following:**

i. Letter comprising the Bid (Appendix I);
ii. General Information of Bidder (Appendix I - Annex-I)
iii. Technical Capacity of the Bidder (Appendix I – Annex II) along with supporting documents towards proof as specified in this RFP;
iv. Financial Capacity of the Bidder (Appendix I – Annex III) along with supporting documents towards proof as specified in this RFP;
v. Affidavit of Non-Blacklisting / Non-Disqualification of the Bidder (Appendix I - Annex IV);
vi. Statement of Legal Capacity (Appendix I – Annex V);
vii. Power of Attorney for signing of Bid in the prescribed format (Appendix II) supported with board resolution / partner's resolution/charter document in favour of the executant authorizing such person to issue the Power of Attorney;
viii. If applicable, the Power of Attorney for Lead Member of Consortium (Appendix IIA) supported with board resolution / partner's resolution/ charter document in favour of the executant authorizing such person to issue the Power of Attorney;
ix. Joint Bidding Agreement (in case of Consortium) (Appendix IIB);
x. Proof of online transfer of Bid Security (EMD);
xi. Bid Checklist (Appendix V);
xii. Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a Limited Liability Partnership then a copy of its LLP Agreement and if a Partnership Firm then a copy of its Partnership Deed;
xiii. Copies of Bidder's duly audited balance sheets and profit and loss account (audited annual accounts) for the preceding three years;

xiv. GST Registration Certificate, registration proof documents and any other supporting documents required as per the terms of this RFP for meeting the qualification requirements.

b) **Financial Bid/ Proposal**

The Bidder shall submit the Financial Bid in the format which shall be available on the e-Procurement Portal. An indicative format is given in Appendix-III of this RFP.

For avoidance of doubt, it is clarified that a Bidder submitting proposals for more than one Project Site must submit a separate Technical Bid and a separate Financial Bid for each individual Project Site.

2.11.2 Bids submitted physically to the Authority or by fax or e-mail shall not be entertained and shall be rejected outrightly.

2.11.3 Further, all the pages of the Bid must be numbered serially, along with an index of submissions. Bidders are required to submit all details only on issued or downloaded RFP document. In the event, any of the instructions mentioned herein which are relevant for the Bid being submitted by the Bidder, have not been adhered to by the Bidder, the Authority reserves the right to reject the Bid.

2.11.4 The time that is displayed from the server clock at the top of the e-Procurement Portal, will be considered as final for determining time for Bid submission on the E-Procurement Portal. The time followed in this Portal is as per Indian Standard Time (IST) which is GMT+5:30. The Bidders should adhere to this time during Bid submission.

2.12 Bid Due Date and Time

2.12.1 Bids shall be submitted online on the e-Procurement Portal by the time specified in Clause 1.3 on or before the Bid Due Date. The Bidders are advised to upload their Bids well in time to avoid last minute rush/ technical glitch.

2.12.2 The Authority may, in its sole discretion, extend the Bid Due Date and specified time by issuing an Addendum in accordance with the provisions of the RFP.

2.13 Late Bids

E-Procurement Portal shall not allow submission of any Bid after the prescribed date and time given in Clause 1.3 and such late Bids shall be summarily rejected.

2.14 Procedure for e-tendering

2.14.1 Accessing/ purchasing of Bid documents

(a) It is mandatory for all the Bidders to possess a valid Class-3 Digital Signature Certificate (DSC) (issued in the name of the firm or organization) as per the provisions of Information Technology Act, 2000, as amended from time to time.

(b) DSC should be in the corporate capacity (that is in Bidder's name). The Bidder shall submit necessary documents in support of the DSC.

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

2.14.2 The Bidder is required to register themselves on the Tamil Nadu e-procurement system portal at URL: https://tntenders.gov.in/nicgep/app and submit soft copies of their Bids electronically using valid Digital Signature Certificates. Bidders may refer to instructions for online bid submission given in Appendix-V.

2.14.3 If the Bidder is already registered with e-Procurement Portal of the Authority, and validity of registration is not expired the Bidder is not required a fresh registration.

2.14.4 Preparation & Submission of Bids:

(a) The Bidder shall submit its Bid online following the instruction appearing on the screen of the e-Procurement Portal. The e-Procurement Portal has user manuals with detailed guidelines on enrolment and participation in the online bidding process. The user manuals can be downloaded for ready reference.

(b) Bids must be submitted online only through e-Procurement Portal using the DSC of the Authorized Signatory of the Bidder.

(c) It is suggested that the Bidder should submit the Bidding Documents online well in advance of the prescribed time to avoid any delay or problem during the online submission process. Authority shall not be held responsible for any sort of delay or the technical difficulty faced in the submission of Bids/ Proposals online by the Bidders.

2.15 Modifications of Bids

2.15.1 The Bidder may modify its e-Bid after submission but prior to the Bid Due Date. No Bid can be modified by the Bidder on or after the Bid Due Date & Time. The procedure for carrying out modification is provided on the e-Procurement Portal.

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

2.16 Validity of Bids

The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority..

2.17 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising the Authority in

relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.18 Correspondence with the Bidder

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

2.19 Currency

All prices quoted in the Bid shall be quoted in Indian National Rupee(s) (INR).

D. BID SECURITY (EMD)

2.20 Bid Security (EMD)

2.20.1 The Bidder shall furnish as part of its Bid, a Bid Security (EMD) through online transfer on e-procurement portal, in favour of the Authority.

2.20.2 Any Bid not accompanied by the Bid Security (EMD) shall be summarily rejected by the Authority as non-responsive.

2.20.3 The Authority shall not pay any interest on the Bid Security (EMD) to the Bidder and the same shall be interest free. Save as provided in Clause 2.20.4 below, the Bid Security (EMD) of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 60 (sixty) days after the expiration of the Bid Validity Period.

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

2.20.5 The Authority shall be entitled to forfeit and appropriate the Bid Security (EMD) as Damages *inter alia* in any of the events specified in Clause 2.20.6 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 Bid Validity Period. No relaxation of any kind on Bid Security (EMD) shall be given to any Bidder.

2.20.6 The Bid Security (EMD) 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 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 Section 4 of this RFP;

(b) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time;

(c) If a Bidder submits a non-responsive Bid;

(d) In the case of Selected Bidder, if it fails within the specified time limit -

(i) To sign and return the duplicate copy of the Letter of Award;

(ii) To sign the Concession Agreement; or

(iii) If the Concessionaire fails to furnish the Performance Security within the period prescribed thereof in the LOA/ Concession Agreement.

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

3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

3.1.1 The Tender Scrutiny and Evaluation Committee appointed by the Authority shall first download and open the Technical Bids received online at 17.30 hours IST on 10/12/2025 in the presence of the Bidders who choose to attend. A list of the Bidders or their representatives attending the opening of Bids shall be prepared and their signatures shall be obtained on the same.

3.1.2 Bidders are advised that selection of the Technical Bids of Bidders will be entirely at the discretion of the Authority. 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.

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

3.1.4 To facilitate evaluation of Technical Bid, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Technical Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. If a Bidder does not provide clarifications sought under this clause within the prescribed time, the Authority shall 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. Any clarification submitted by a Bidder with regard to its Bid that is not in response to a request by the Authority shall not be considered.

3.1.5 In the event that a Bidder claims credit for an eligible Similar 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 Similar 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 in accordance with the provisions of this RFP and appropriate the Bid Security (EMD).

3.2 Tests of responsiveness

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

(a) Technical Bid is received online as per the format at Appendix-I including Annexes I to IV;

(b) it is submitted online on the e-Procurement Portal on or before the specified time on the Bid Due Date including any extension thereof;

(c) Technical Bid is accompanied by the Bid Security (EMD) as specified in Clause 1.2.5;

(d) it is accompanied by the Power(s) of Attorney as specified in Clause 2.2.4;

(e) Technical Bid contain all the information (complete in all respects);

(f) Technical Bid does not contain any condition or qualification;

(g) if applicable, it is accompanied by the Joint Bidding Agreement (for Consortium), specific to the Project, as stipulated in this RFP;

(h) it is accompanied by certificates from its statutory auditors in the formats specified in this RFP;

(i) Technical Bid does not contain any information regarding Financial Quote/ Proposal; and

(j) it is not non-responsive in terms hereof.

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

3.3 Evaluation of Technical Bid

3.3.1 Only responsive Bids and Bidders who meet the eligibility criteria specified in Clause 2.2.2 above shall qualify for evaluation under this Section 3. Bidders who do not meet these criteria shall be rejected.

3.3.2 The responsive Bidder's competence and capability shall be evaluated on the basis of the following parameters:

(i) Basic eligibility of Bidders as per Clause 2.2.1;

(ii) Technical Capacity; and

(iii) Financial Capacity.

3.4 Technical Capacity and Financial Capacity for purposes of Evaluation

3.4.1 Subject to Clause 2.2, the Bidder's or its Associate's technical experience shall be measured in terms of the minimum Technical Capacity as defined in Clause 2.2.2 (A) and the experience claimed by the Bidder or its Associate should clearly meet the requirement under said Clause 2.2.2 (A), to qualify for the opening of the Financial Bid:

3.4.2 The Bidder should provide necessary information in relation to eligible Similar Projects as per the format at Annex-II of Appendix-I along with evidence in support of claim of Technical Capacity in the form of successful completion certificates from respective clients or the certificate(s) of its statutory auditor in support thereof as proof.

3.5 Financial information for purposes of Evaluation

3.5.1 The Bid must be accompanied by audited balance sheets, annual reports, profit & loss account of the Bidder for the last 3 (three) financial years i.e. (2022-23, 2023-24 and 2024-25), preceding the year in which the Bid is made.

3.5.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and

the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided.

3.5.3 The Bidder or its Associate must establish minimum Turnover specified in Clause 2.2.2 (B), and provide details as per format at Annex-III of Appendix-I. Provided further, the Financial Capacity of a Consortium shall be assessed on the basis of a weighted average, computed by applying each Consortium Member's proposed equity/capital share (%) in the SPV to its respective financial capacity.

Illustration*:*

For the purpose of clarity, the following illustration is provided:

If Company A (Average Annual Turnover: Rs 100 crores) & Company B (Average Annual Turnover: Rs 50 crores) form a Consortium, with Company A proposing a 60% share and Company B a 40% share in the SPV, then the Weighted Financial Capacity of the Consortium shall be calculated as follows:

For Weighted Financial Score=

100 X 60% + 50 X 40% = 80 Crores

3.6 Qualification and Shortlisting of Bidder

3.6.1 In the first step of evaluation, Technical Bids of Bidders adjudged responsive in terms of Clause 3.2.1 shall be considered for technical evaluation as per this RFP. In this Qualification Phase, the information, documents and credentials submitted by the Bidder as a part of its Bid shall be evaluated and measured in terms of its eligible Similar Projects experience and Average Annual Turnover to determine the technical and financial competency/ capability of the Bidder under this RFP.

3.6.2 The Bidders' eligible experience in respect of eligible Similar Projects and Financial Capacity in terms of Clauses 2.2.2, 2.2.3, 3.4 and 3.5 under this RFP document, will be assessed and evaluated by the Tender Scrutiny and Evaluation Committee to determine if such experience is successfully demonstrated by the Bidder with supporting proofs/ credentials submitted as required under this RFP to clearly establish Bidder's technical experience and financial capacity vis-à-vis the requirements of Clause 2.2.2. If required, the Authority may seek specific clarifications from any or all Bidder(s) at this stage. The Authority shall determine the Bidder that qualify for the next phase after reviewing the clarifications provided by the Bidder(s).

3.6.3 The Bidder who meets the conditions as set forth in Clauses 2.2.1 to 2.2.3, 3.4 and 3.5 under this RFP document, will be eligible for the opening of its Financial Bid (the "**Technically Qualified Bidders**").

3.6.4 The Technically Qualified Bidders who are shortlisted as per Clauses 3.6.2 & 3.6.3

above will be informed about the opening date of the Financial Bid on the e-Procurement Portal/ email to the shortlisted bidders and the Financial Bid shall be opened in the presence of the shortlisted Bidders who choose to attend. The result of the Technical Bids evaluation shall be displayed on the e-Procurement Portal for information of all Bidders.

3.7 Opening and Evaluation of Financial Bid

3.7.1 Financial Bids of only Technically Qualified Bidders shall be downloaded and considered for evaluation in the presence of the shortlisted Bidders who choose to attend. Only those Financial Bids shall be considered for evaluation which are unconditional, received strictly as per the format uploaded on the Portal and found responsive to the requirement(s) of Financial Bid specified in this RFP. The Bidder who either quotes the same figure as the reserve price or an amount lower than the reserve price as specified in Annexure B, the Financial Bid of such Bidder shall be rejected being non-responsive without any further consideration or clarification being sought by the Committee/ Authority.

3.7.2 Pursuant to above exercise, amount towards Annual Lease Rent (above the reserve price) quoted in responsive Financial Bids of Technically Qualified Bidders shall be evaluated by the Committee and ranked from the highest quoted amount to the lowest quoted amount of Annual Lease Rent. The result of the Financial Bids evaluation shall be displayed on the e-Procurement Portal for information of all Bidders.

3.8 Selection of Successful Bidder

3.8.1 Subject to the provisions of Clauses 3.6, 3.7 and 3.8.2, the Technically Qualified Bidder who is ranked at the top having quoted the highest amount of Annual Lease Rent above the reserve price, payable to the Authority (H1 Bidder) shall be the successful Bidder (the "**Selected Bidder**").

A Bidder may submit Bids for all seven (7) Project Sites; however, a maximum of four (4) Project Sites shall be allotted to any one Bidder. In case a Bidder is eligible for allotment of more than four Project Sites based on its rankings across sites, the allotment shall be confined to four Project Sites that yield the highest cumulative revenue to the Authority. The remaining Site(s), if any, shall be awarded to the next eligible Bidders in accordance with their ranking and subject to the same allotment conditions.

3.8.2 In the event that, two or more Technically Qualified Bidders quote the same amount of Annual Lease Rent (the "**Tie Bids**"), the Authority shall invite the tied bidders to submit their best and final offer of the Financial Bid in the manner prescribed by the Authority and the Bidder offering the highest amount of Annual Lease Rent for the Project shall be adjudged as the Selected Bidder.

3.8.3 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 Technically Qualified Bidders to revalidate or extend their respective Bid Security (EMD), as necessary, and ask them to match the Bid of the aforesaid Highest Bidder (the "**Second Round of Bidding**").

3.8.4 If in the Second Round of Bidding only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If in the second round of bidding, two or more Bidders match the said Highest Bidder then the Bidder whose bid was higher or more advantageous as compared to other Bidders in the First Round of Bidding shall be the Selected Bidder.

3.8.5 In the event that no Bidder offers to match the Highest Bidder in the Second Round of Bidding, the Authority may for reasons to be recorded in writing, initiate a third round of bidding in which the Authority invites 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 for the Third Round of Bidding, they will be required to revalidate or extend their Bid Security (EMD), as necessary, and offer fresh offers. Provided, however, that in such Third Round of Bidding only such offers shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the First Round of Bidding.

3.8.6 After declaration of the Selected Bidder, 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 (EMD) of such Bidder as Damages on account of failure of the Selected Bidder(s) to acknowledge the LOA, and the next eligible Bidder may be considered.

3.8.7 After acknowledgement of the LOA as aforesaid by the Selected Bidder(s), it shall provide Performance Security for each Project Site, of an amount specified in the **Annexure – B** in the form of an unconditional and irrevocable Bank Guarantee issued by any Nationalized Bank or Scheduled Commercial Bank, in favour of the Authority for the due and faithful performance by the Selected Bidder/ Concessionaire, within the time period set forth in the LOA but in any case prior to execution of the Concession Agreement, in the format prescribed under the Concession Agreement and also ensure execution of the Concession Agreement by the Selected Bidder within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviations in the Concession Agreement.

3.9 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 from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

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 shall 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 successful Bidder, as the case may be, if it determines that the Bidder or successful Bidder, 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 forfeit and appropriate the Bid Security (EMD) 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 hereunder or otherwise.

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, 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 4, the following terms shall have the meaning hereinafter respectively assigned to them:

a) "**corrupt practice**" means 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 therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);

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 CONFERENCE

5.1 Pre-bid conference shall be convened at the designated date, time and place mentioned in Clause 1.3 of the RFP. In case of physical pre-bid conference, a maximum of 2 (two) representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder. The pre-bid meeting shall also be conducted online.

5.2 During the course of pre-bid conference, the Bidders shall be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, at 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.

6 MISCELLANEOUS

6.1 The Bidding Process shall be governed by, and construed in accordance with, Tamil Nadu Transparency in Tenders Act, 1998, 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 at Chennai and High Court of Chennai, Tamil Nadu shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

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

a) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

b) consult with any Bidder in order to receive clarification or further information;

c) qualify or not to qualify any Bidder and / or to consult with any Bidder in order to receive clarification or further information;

d) retain any information and/or evidence submitted to the Authority by, on behalf of, and/or in relation to any Bidder; or

e) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

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

6.4 The Bidding Documents are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be in the following order:

a) Concession Agreement;

b) Corrigendum/addendum and

c) the RFP

6.5 The Concession Agreement at (a) above shall prevail over the Corrigendum/addendum at (b) above, and the Corrigendum/addendum at (b) shall prevail over the RFP at (c).

APPENDICES

APPENDIX – I:
LETTER COMPRISING THE BID
(Refer Clause 2.11.1(a))

Dated:…….

To
……
……

Sub: Bid for: Development of Wayside Amenities at ……..……..(*mention name of relevant Project Site*) on Design, Build, Finance, Operate and Transfer (DBFOT) Basis under PPP Mode for Tamil Nadu State Highways Authority

Dear Sir,

1. With reference to your RFP document dated _____[2], I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for award of the Project Site situated at _____[3]. 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 such Bid for selection of the Concessionaire for the aforementioned Project, and we certify that all information provided in the Bid is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.

3. This statement is made for the express purpose of our selection and award of the aforesaid Project in terms of the Bidding Documents including the addenda issued.

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 and recognize 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 five years, we/any of the Member of the Consortium 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

[2] All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder.
[3] The Bidder shall clearly specify the relevant details corresponding to each Project Site for which a Bid is submitted. All sections/points of this format shall be interpreted in the context of the specific Project Site being bid for. It is clarified that the Bidder must submit separate Technical and Financial Bids, along with the respective annexures, for each individual Project Site.

our part.

7. I/ We declare that:

   a) I/ We have examined and have no reservations on/ to the RFP, including any Addendum issued by the Authority;

   b) I/ We do not have any Conflict of Interest in accordance with the provisions of RFP;

   c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any Bid or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, any local body or any district administration or any government agency of the Government of Tamil Nadu (GoTN), any other State Government in India (SG) or any Union Territory Administration in India (UT) or Government of India (GoI), or any of the agencies of GoTN/SG/UT/GoI in the last 5 years;

   d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, 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;

   e) I/ We have not been barred, blacklisted or disqualified either by the Authority or any local body or any district administration or any government agency of the Government of Tamil Nadu (GoTN), any other State Government in India (SG) or any Union Territory Administration in India (UT) or Government of India (GoI), or any of the agencies of GoTN/SG/UT/GoI from participating in any project/ tendering process and such bar/ disqualification/ blacklisting does not subsist as on Bid Due Date.

8. I/ We understand that the Authority 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.

9. I/ We believe that we satisfy(s) the Technical Capacity and Financial Capacity for the Project and meet(s) all the requirements as specified in the RFP document and are / is qualified to be evaluated in the Bidding Process.

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

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

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

13. I/ We acknowledge and 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.

14. The Statement of Legal Capacity as per format provided at Annex-V in Appendix-I of the RFP document, and duly signed, is enclosed. The Power of Attorney for signing of Bid and the Power of Attorney for Lead Member of Consortium, as per format provided at Appendix II and IIA respectively of the RFP, are also enclosed.

15. I/ We acknowledge and undertake that if I/ our Consortium is qualified and short-listed, I/ its members of the consortium shall maintain the aggregate equity share-holding or capital contribution in the issued and paid up equity share capital or capital contribution of the SPV as specified in this RFP. I/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.

16. 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 me/ us 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 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.

17. I/ We further certify that we/any Member of the Consortium or any of our/their Associates are not barred by the Authority or any local body or Department/ Board/ Corporation/ PSU of GoTN/ any State Government or Union Territory or Ministry/ CPSU of the Central Government (GoI), or by any of the agencies of SG/UT/GoI or any entity controlled by it, from participating in any project (PPP or otherwise), and such bar does not subsists as on the date of Bid.

18. I/ We agree and undertake to abide by all the terms and conditions of the Bidding Documents.

19. 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. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

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

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

22. I/ We offer a Bid Security (EMD) of INR [■] (Rupees ……) to the Authority in accordance with the RFP.

23. The Bid Security (EMD) in accordance with this RFP is submitted and we agree that the same is interest free.

24. {We the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till the Appointed Date in accordance with the Concession Agreement.}[4]

25. The Annual Lease Rent 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 Project cost and implementation of the Project.

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

27. I/ We hereby declare and confirm that I am/ we are not a defaulter of any Bank or Financial Institution and none of my/ our accounts have been declared as Non-Performing Assets by any Bank or Financial Institution in the last 3 (three) years preceding Bid Due and presently there is no dispute pending with any Bank or Financial Institution.

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

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

Yours faithfully,

(Signature of the Authorized Signatory)

[4] Omit if the Bidder is not a Consortium.

(Name and designation of the of the Authorized Signatory)
Name and seal of Bidder/Lead Member

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

Appendix-I

Annex-I
GENERAL INFORMATION OF BIDDER

(Refer Clause 2.11.1(a))

1.

a) Name[5]:
b) Country of incorporation:
c) Address of the {corporate headquarters and its branch office(s)/ registered office}, if any, in India:
d) Date of incorporation and/ or commencement of business:
e) GST Registration No.:

2. Brief description of the {Company/Partnership Firm/ LLP} including details of its main lines of business and proposed role and responsibilities in the Project:

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

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

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 Joint Bidding Agreement, as envisaged in Clause 2.2.4A(vii) should be attached to the Bid.

(c) Information regarding the role of each Member should be provided as per table below:

[5] Relevant documents/ charter documents/ constitutional documents related to incorporation/ registration of company/ LLP must be attached along with this Annexure

S. No.	Name of Member	Role*	Percentage of share in the SPV
1			
2			

* The role of each Member, as may be determined by the Bidder, should be indicated.

(d) The following information shall also be provided for each Member of the Consortium and/or Associate†:

Name of Bidder/ Member of Consortium/Associate:

No.	Criteria	Yes	No
1.	Has the Bidder/constituent of the Consortium/its Associate been barred by the GoTN/SG/UT/GoI, or any entity controlled by them, from participating in any project (DBFOT/O&M or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder/constituent of the Consortium/its Associate paid liquidated damages of more than 5% (five percent) 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 3 (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 nonperformance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below. (Attach extra sheets, if necessary.)

(Signature, name and designation of the Authorized Representative)
Name and seal/ stamp of the Bidder/ Lead Member

Appendix-I

Annex-II
TECHNICAL CAPACITY OF BIDDER

(Refer to Clause 2.2.2(A) of the RFP)

Details of Similar Projects

ITEM	PARTICULARS OF THE PROJECT
Name of Bidder/ Associate[6]:	
Name of the Similar Project	
Give a brief description of the work undertaken relevant to the Project	
Entity for which the Similar Project was constructed/ developed: Name: Address: Name of Contact Person: Phone No. of the Contact Person: Email ID of the Contact Person:	
Location	
Capital Cost of Similar Project (Excluding land cost)	
Date of completion of Similar Project in all respects i.e. date of issuance of Completion Certificate	
Date of commencement of operations	
Mode (BOT, EPC, Item Rate, Self-development etc.)	
Equity shareholding or capital of the Bidder in the Associate/ company owning the Similar Project or by the Associate in the Bidder, held continuously during the period for which experience is claimed	
Amount qualified for technical evaluation as per clause 2.2.2 (A)	

[6] In case the Similar Project relates to an Associate of the Bidder, write particulars of the Associate.

Instructions:

1. Bidders are expected to provide information in respect of each Similar Projects in this Annex which have been undertaken by the Bidder in its own name and/ or by a project company in which the Bidder has a share/ equity of not less than 26%. The projects cited must comply with the eligibility criteria specified in Clause 2.2.2 of the RFP document.

2. A separate sheet should be filled for each Similar Project.

3. Name, address and contact details of owner/ Authority/ Agency (i.e. employer, concession grantor, etc.) may be provided.

4. The date of completion of construction should be indicated. Only such projects whose construction has been completed in all respects shall be considered for the purpose of evaluation.

5. Experience for any activity relating to a Similar Project shall not be claimed by two Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.

6. Completion Certificate from the concerned client/ entity for whom the work undertaken must be furnished for each Similar Project.

7. Certificate(s) from the Statutory Auditor as per the format prescribed below in respect of each Similar Project:

Format for Certificate(s) from the Statutory Auditor to be procured and annexed as proof of the claim made in respect of the Similar Projects in terms of Clauses 2.2.2 and 2.2.3 of the RFP document:

Format 1 for Similar Projects executed on PPP mode

Certificate from the Statutory Auditor regarding PPP projects[7]

Based on its books of accounts and other published information authenticated by it, this is to certify that _____ (name of the Bidder) is/ was an equity shareholder in _____ (title of the project company) and holds/ held Rs._____ cr. (Rupees _____ crores) of equity (which constitutes _____%[8] of the total paid up and subscribed equity capital) of the project company from _____ (date) to _____ (date)[9]. The project was commissioned on _____ (date of commissioning of the project).

[7] Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

[8] The equity shareholding of the Bidder, in the company owning the Similar Project, held continuously during the period for which eligible experience is claimed. Further, the equity shareholding of the Bidder should not be less than 26% of paid up capital to be eligible for consideration.

[9] In case the project is owned by the Bidder company, this language may be suitably modified to read : "It is certified that _____ (name of Bidder) constructed and/ or owned the _____ (name of project) from _____ (date) to _____ (date)."

We further certify that the total capital cost of the project pursuant to completion of construction is Rs._____ Cr. (Rupees _____ crores).

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorized signatory)

Date:

Format 2 for Similar Projects executed on EPC mode

Certificate from the Statutory Auditor regarding construction works

Based on its books of accounts and other published information authenticated by it, this is to certify that _____ (name of the Bidder) was engaged by _____ (name of the client) [or, undertook the development/construction of the project on its own account][10] to execute _____ (name of project). The construction of the project commenced on _____ (date) and the project was commissioned on _____ (date, if any). It is certified that _____ (name of the Bidder) received/ paid Rs. _____ Cr. (Rupees _____ crores) by way of payment for the aforesaid construction works.

We further certify that the total estimated capital cost of the project is Rs……. crores (Rupees…….Crores) pursuant to completion of construction work.

{It is further certified that the amount specified above is restricted to the share of the Bidder who undertook these works as a partner or a member of joint venture/ consortium}[11].

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorized signatory)

Date:

[10] This paragraph shall be included only where the Similar Project has been self-developed by the Bidder; otherwise, it shall be omitted.

[11] This certification should only be provided in case of jobs/ contracts, which are executed as part of a joint venture/ consortium. The payments indicated in the certificate should be restricted to the share of Bidder in such joint venture/ consortium. For eligibility under Clause 2.2.2(A), the Bidder's share in the joint venture/consortium must be at least 26%. This paragraph shall be omitted if the contract was not executed through a joint venture/ consortium.

Appendix-I

Annex-III
FINANCIAL CAPACITY OF BIDDER

(to be certified by the statutory auditor of Bidder and/ or its Associate/ along with the separate certificate of statutory auditor of respective Members of the Consortium and/ or its Associate)

(*Refer to Clause 2.2.2(B) of the RFP*)

Bidder type$	**Annual turnover**			
	Year 1	**Year 2**	**Year 3**	**Average Annual Turnover**
	FY 2022-23	**FY 2023-24**	**FY2024-25**	
Single entity Bidder				
/Lead Member				
Other Member				
Associate[12]				
Total				

Name & Address of Bidder's Bankers:

$ A Bidder consisting of a single entity should fill in details as per the row titled single entity Bidder and ignore the rows titled Lead Member/Other Member. In case of a Consortium, row titled single entity Bidder may be ignored.

* The Bidder should provide details of its own Financial Capacity or of an Associate specified in the provisions of the RFP.

Instructions:

1. The Bidder/ Members of the Consortium shall attach copies of the balance sheets, financial statements and Annual Audited Reports for the last 3 (three) years (2022-23, 2023-24 and 2024-25) preceding the Bid Due Date and where the Bidder/ Consortium Members are relying on the Turnover of its Associate then the copies of the same of such Associate is also to be provided. The financial statements shall:

   a) reflect the financial situation of the Bidder or Members of the Consortium and

[12] Applicable only if the Bidder is relying on the financial credentials of its Associate

its/ their Associates where the Bidder is relying on its Associate's financials;

b) be audited by a statutory auditor;

c) be complete, including all notes to the financial statements; and

d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. In the case of a Consortium, Jt. Bidding Agreement and Power of Attorney shall be submitted in accordance with the provisions of the RFP.

3. The Bidder/ Consortium Member and its Associate (if applicable) shall provide an Auditor's Certificate specifying the turnover of the Bidder.

4. Financial Capacity score of the Consortium shall be computed as a weighted average of the financial capacity of a Member and its proposed share/interest (%) in the SPV.

APPENDIX-I

Annex-IV

Affidavit of Non-Blacklisting / Non-Disqualification of the Bidder

I, **.....**, S/o / D/o **.....**, resident of **.....**, employed as **.....**, with **.....**, having office at **.....**, PIN **.....**,

do hereby solemnly affirm and state as under :-

1. That I am duly authorized representative and signatory of the Bidder i.e. M/s ……..
2. The Bidder including Consortium Member or its Associate has not been barred, blacklisted or disqualified either by the Authority or any local body or any district administration or any government agency of the Government of Tamil Nadu (GoTN), any other State Government in India (SG) or any Union Territory Administration in India (UT) or Government of India (GoI), or any of the agencies of GoTN/SG/UT/GoI from participating in any project/ tendering process and such bar/ disqualification/ blacklisting does not subsist as on Bid Due Date.
3. I state and depose accordingly.

DEPONENT

VERIFICATION

I, ... the deponent above named, do hereby verify that the contents of this Affidavit are true and correct to the best of my knowledge and belief. No part of it is false, and nothing material has been concealed therefrom.

Verified at ..... on this .....day of ..... 20 .....

DEPONENT

[Bidders to submit Affidavit on Indian Non-Judicial Stamp Paper as per Indian Stamp Act, 1899]

Appendix-I

Annex-V

Statement of Legal Capacity

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

(Refer Clause 2.11.1(a))

Dated:

To

……

……

Sub: Bid for: Development of Wayside Amenities at ……..……..(*mention name of relevant Project Site*) on Design, Build, Finance, Operate and Transfer (DBFOT) Basis under PPP Mode for Tamil Nadu State Highways Authority

Dear Sir,

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

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 Bid. 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.

APPENDIX – II:
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. _____, 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 ***"Development of Wayside Amenities on Design, Build, Finance, Operate and Transfer (DBFOT) Basis under PPP Mode for Tamil Nadu State Highways Authority "*** (the "**Project**") proposed or being developed by the Tamil Nadu State Highways Authority (the "**Authority**") including but not limited to signing and submission of all Bids and other documents and writings, participate in Pre-Bid Meeting 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 lawfully 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 binding and deemed to have been done by us.

IN WITNESS WHEREOF WE, ___, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, MONTH 20__.

For

……
(Signature, name, designation and address)

Witnesses:

1.

2.

[Notarised]

Accepted

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

Notes:

1. *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.*

2. *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

3. *Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution (if required under Applicable Laws).*

4. *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and legalized in the jurisdiction where the Power of Attorney is being issued in terms of the local law as applicable. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate. Further any power of attorney executed and issued from overseas should be stamped with the applicable Indian Stamp Act within 90 days from receipt of that Power of Attorney in India as applicable in the State of Tamil Nadu.*

APPENDIX – IIA:
POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(Refer Clause 2.2.4)

Whereas the Tamil Nadu State Highways Authority (the "**Authority**") has invited Bids for **"Development of Wayside Amenities on Design, Build, Finance, Operate and Transfer (DBFOT) Basis under PPP Mode for Tamil Nadu State Highways Authority"** (hereinafter referred to as the "**Project**").

Whereas, …….., and ……. (collectively the "**Consortium**") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other Bidding Documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, …… having our registered office at ……, and……having our registered office at ……, [the respective names and addresses of the registered office] being the member/s of the Consortium (hereinafter collectively referred to as the "**Principal**") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s ……, having its registered office at ……, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "**Attorney**") and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and, in the event the Consortium is awarded the Concession, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2025.

For _____

(Signature) (Name & Title)

For _____

(Signature) (Name & Title)

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

Witnesses: [Notarized]

1.
2.

Notes:

1. *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.*
2. *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and legalized in the jurisdiction where the Power of Attorney is being issued in terms of the local law as applicable. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate. Further any power of attorney executed and issued from overseas should be stamped with the applicable Indian Stamp act within 90 days from receipt of that Power of Attorney in India as*

applicable in the State of Tamil Nadu.

APPENDIX - IIB
JOINT BIDDING AGREEMENT
(Refer Clause 2.2.4A)
(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the …… day of …… 2025

AMONGST

1. { .....Limited, a company incorporated under the Companies Act, 1956/2013 or a Limited Liability Partnership (LLP) registered under the Limited Liability Partnership Act, 2008 or a Partnership Firm registered under the Indian Partnership Act, 1932} 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, 1956/2013 or a Limited Liability Partnership (LLP) registered under the Limited Liability Partnership Act, 2008 or a Partnership Firm registered under the Indian Partnership Act, 1932} 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 PART are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**".

WHEREAS,

(A) Tamil Nadu State Highways Authority, having its office at _____ (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 technical and financial bids ("**Bids**") by its Request for Proposal No. …… dated …… (the "**RFP**") for "**Development of Wayside Amenities on Design, Build, Finance, Operate and Transfer (DBFOT) Basis under PPP Mode for Tamil Nadu State Highways Authority"** (the "**Project**").

(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 and other Bidding Documents in respect of the Project, and

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

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

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

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

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "**SPV**") under the Indian Companies Act 2013 or Limited Liability Partnership Act 2008 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

The Parties hereby undertakes that Party of the First Part shall be the Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium throughout the term of this Agreement.

The Lead Member M/s .....would be :

The Second Member M/s ..... would be :

Notwithstanding the above, the Parties are together responsible for performing all obligations of the Concessionaire in terms of the Concession Agreement for the Project.

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.

6. Share of the Members in the Consortium

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

First Party: …%[13]
Second Party: …%[14]

6.2 The Parties agree and undertake that the Lead Member and the Members whose technical capacity and financial capacity has been reckoned for the purpose of qualification and short- listing of the Consortium for the Project, shall hold a minimum of 51% (fifty one percent) and 26% (twenty six percent) respectively of the subscribed and paid-up equity share capital / capital contribution of the SPV at all times till the third anniversary of the COD for the Project. The Parties further undertake that, if awarded the Project, they shall collectively hold 100% (one hundred per cent) of the subscribed and paid-up equity share capital / capital contribution of the SPV for a period of 3 (three) years from the date of COD of the Project and thereafter, hold at least 51% (fifty one percent) equity or capital contribution at all times during the term of the Concession Agreement.

6.3 The Parties undertake that they shall comply with all lock-in requirements set forth in the 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 Authority action and a copy of the extract of the charter documents and board/partner resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this

[13] At least 51% of subscribed and paid-up equity share capital / capital contribution of the SPV
[14] At least 26% of subscribed and paid-up equity share capital / capital contribution of the SPV

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

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

(ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

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

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

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

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

(e) The Members of the Consortium have not been black-listed by the MCA (Ministry of Corporate Affairs) and the directors of the Consortium have not been disqualified in terms of the Companies Act, 2013.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full

force and effect until the fulfillment of its obligations in respect of the Project in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not declared as a qualified Bidder by the Authority or does not get selected as the Selected Bidder for the Project, the Agreement will stand terminated upon return of the Bid Security (EMD) by the Authority to the Bidder in terms of the Bidding Documents.

9. Miscellaneous

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

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

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

SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED
For and on behalf of	For and on behalf of
LEAD MEMBER by:	CO-MEMBER
(Signature)	(Signature)

In the presence of witnesses:

1. 2.

Notes:

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

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

3. For a Joint Bidding Agreement executed and issued overseas, the document shall be

legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

4. *However, in the countries, which are member of Hague convention, the document has to be notarized by the public notary and apostille by the designated component authority of the issuing country.*

APPENDIX – III:
FORMAT FOR FINANCIAL BID

(*To be submitted in the excel sheet provided on the e-Procurement Portal*)

Instructions to Bidders for filling in the Financial Bid:

1. The Bidders to fill the excel sheet provided on the e-Procurement Portal which shall be tentatively in the following format:

Bid Parameter	Amount of Financial Bid
Annual Lease Rent *(in the base year i.e. 1st Year)* payable to the Authority on an annual basis, over and above the prescribed reserve price[15]	INR: (in figures)
	Indian Rupees (in words)

2. The above amount is exclusive of GST which shall be paid separately at the applicable rate.

3. If a Bidder quotes Financial Bid of an amount that is either equivalent to or below the reserve price specified for the respective Project Site, such Financial Bid shall be rejected being non-responsive without any further consideration or clarification.

4. In case of any discrepancy in quoted amount of Annual Lease Rent between the figures and the words, higher of the quoted amount whether written in figures or words will prevail.

[15] The reserve price of each Project Site is specified in Annexure - B.

APPENDIX- IV
BID CHECKLIST

S. No	Item	Checked by Bidder	Page No.
1.	Letter comprising the Bid (Appendix – I)		
2.	General Information of Bidder (Appendix – I – Annex-I)		
3.	Technical Capacity of the Bidder (Appendix – I – Annex-II) along with supporting documents as specified in the RFP		
4.	Financial Capacity of the Bidder (Appendix – I – Annex-III) along with supporting documents as specified in the RFP		
5.	Affidavit of Non-Blacklisting / Non-Disqualification of the Bidder (Appendix I - Annex IV)		
6.	Statement of Legal Capacity (Appendix I – Annex V);		
7.	Power of Attorney for signing of Bid in the prescribed format (Appendix – II) duly supported by a charter document or board resolution/partner's resolution in favour of executant;		
8.	If applicable, the Power of Attorney for Lead Member of Consortium in the prescribed format (Appendix – IIA) duly supported by a charter document or board resolution/partner's resolution in favour of executant;		
9.	Joint Bidding Agreement (in case of Consortium) (Appendix – IIB);		
10.	Proof of online payment of Bid Security (EMD);		
11.	If applicable, 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		
12.	Copies of Bidder's duly audited balance sheet and profit and loss statement for preceding 3 financial years before the Bid Due Date		
13.	Copy of Check List as per Appendix IV		
14.	Any other Documents as per the requirement of RFP		

APPENDIX – V

SPECIAL INSTRUCTIONS TO THE BIDDERS FOR THE E-SUBMISSION OF THE BIDS ONLINE THROUGH E-PROCUREMENT PORTAL

(as per TN Tenders Website https://tntenders.gov.in/)

1) Bidder should do online enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as EMUDHRACA/ GNFC/ IDRBT/ MTNLTRUSTLINE/ SAFESCRPT/ TCS.

2) Bidder then logs into the portal giving user id / password chosen during enrollment.

3) The e-token that is registered should be used by the Bidder and should not be misused by others.

4) DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.

5) The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with Bid Documents during bid submission. This will ensure lesser upload of Bid Documents.

6) After downloading / getting the Bid Schedules, the Bidder should go through them carefully and then submit the documents as per the Bidding Documents, otherwise, the Bid will be rejected.

7) The format for Financial Bid/ Proposal must not be modified/replaced by the Bidder and the same should be uploaded after filling the relevant columns, else the Bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder name and values only.

8) If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the Bidding Documents. Bidder should take into account of the corrigendum/ addendum published before submitting the Bids online.

9) Bidder, in advance, should prepare the Bid to be submitted as indicated in the tender schedule and they should be in PDF/ XLS/ RAR/ DWF formats. If there is more than one document, they can be clubbed together.

10) Bidder should arrange for the Bid Security (EMD) as specified in the Bidding Documents.

11) The Bidder should read the terms and conditions and accept the same to proceed further to submit the Bids.

12) The Bidders should submit their Bids online well in advance before the prescribed time to avoid any delay or problem during the Bid submission process.

13) There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the memory available at the client system as well as the network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file gets reduced. This will help in quick uploading even

at very low bandwidth speeds.

14) It is important to note that the Bidder has to 'Click' on the Freeze Bid Button, to ensure that he/she completes the Bid submission process. Bids which are not 'Frozen' are considered as incomplete/ in-valid bids and are not considered for evaluation purposes.

15) The Authority will not be held responsible for any sort of delay, or the difficulties faced during the submission of Bids online by the bidders due to local issues.

16) The Bidders shall submit their Bids through online mode only, through this portal. Offline documents will not be handled through this system.

17) At the time of freezing the Bids, the E-Procurement portal will give a successful bid update message after uploading all the Bid documents submitted and then a Bid summary will be shown with the Bid number, date & time of submission of the Bid with all other relevant details. The documents submitted by the Bidders will be digitally signed using the e-token of the Bidder and then submitted on the portal.

18) After the Bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the Bid. The Bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.

19) Successful Bid submission from the system means, the Bids as uploaded by the Bidder is received and stored in the system. System does not certify for its correctness.

20) The Bidder should see that the Bid Documents submitted should be free from virus and if the documents could not be opened, due to virus, during Tender opening, the Bid is liable to be rejected

21) The time that is displayed from the server clock at the top of the tender portal, will be valid for all actions of requesting Bid submission, Bid opening etc., in the E-Procurement Portal. The time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The Bidders should adhere to this time during Bid submission.

22) All the data being entered by the Bidders would be encrypted at the client end, and the soft- ware uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by anyone until the time of bid opening. Overall, the submitted Bid documents become readable only after the tender opening by the authorized individual.

23) During transmission of Bid documents, the confidentiality of the Bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256-bit encryption technology. Data encryption of sensitive fields is also done.

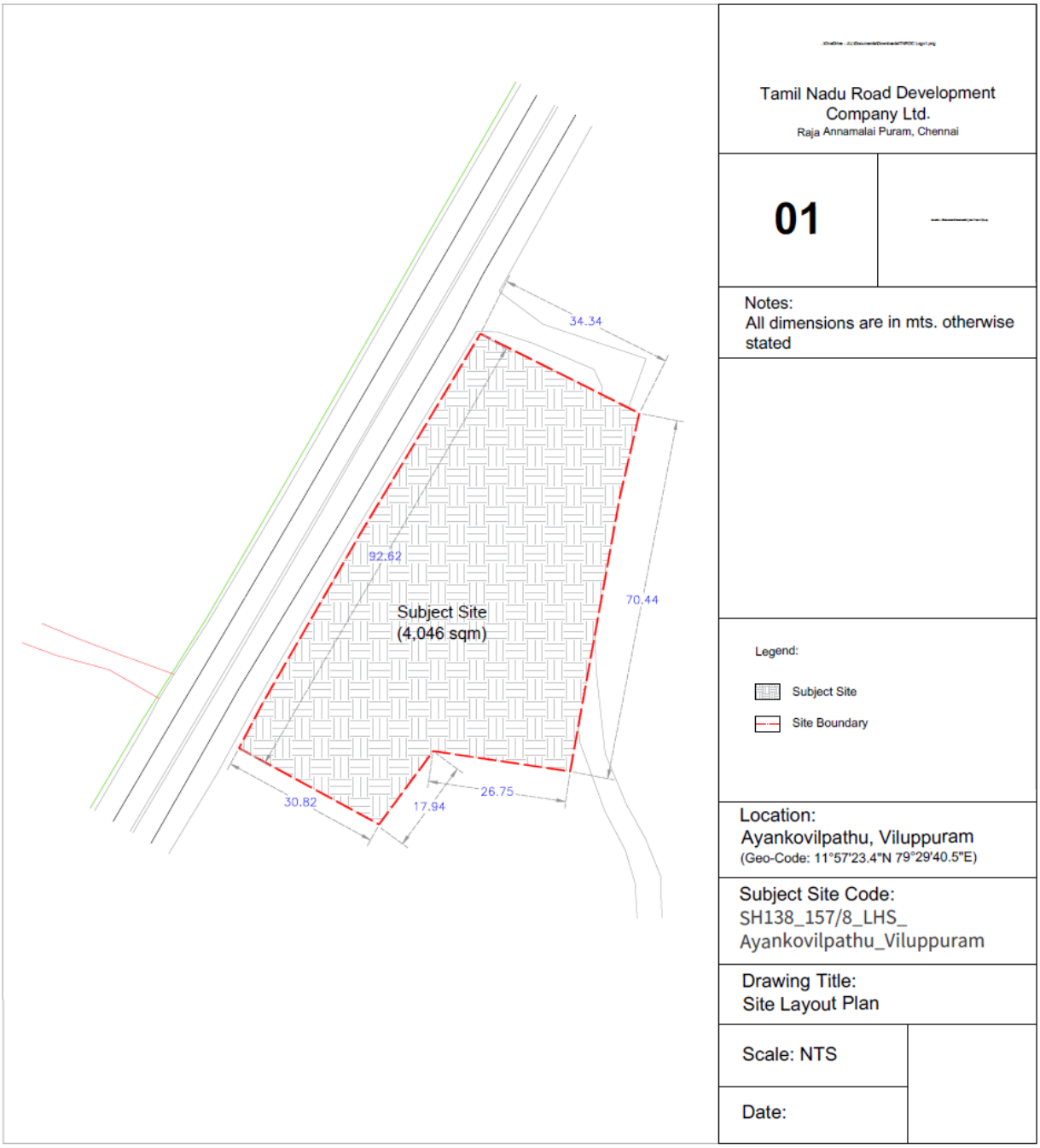
24) The Bidders are requested to submit the Bids through online E-Procurement system to the Authority well before the Bid submission end date and time (as per Server System Clock).

ANNEXURE-A
DETAILS OF THE SITE

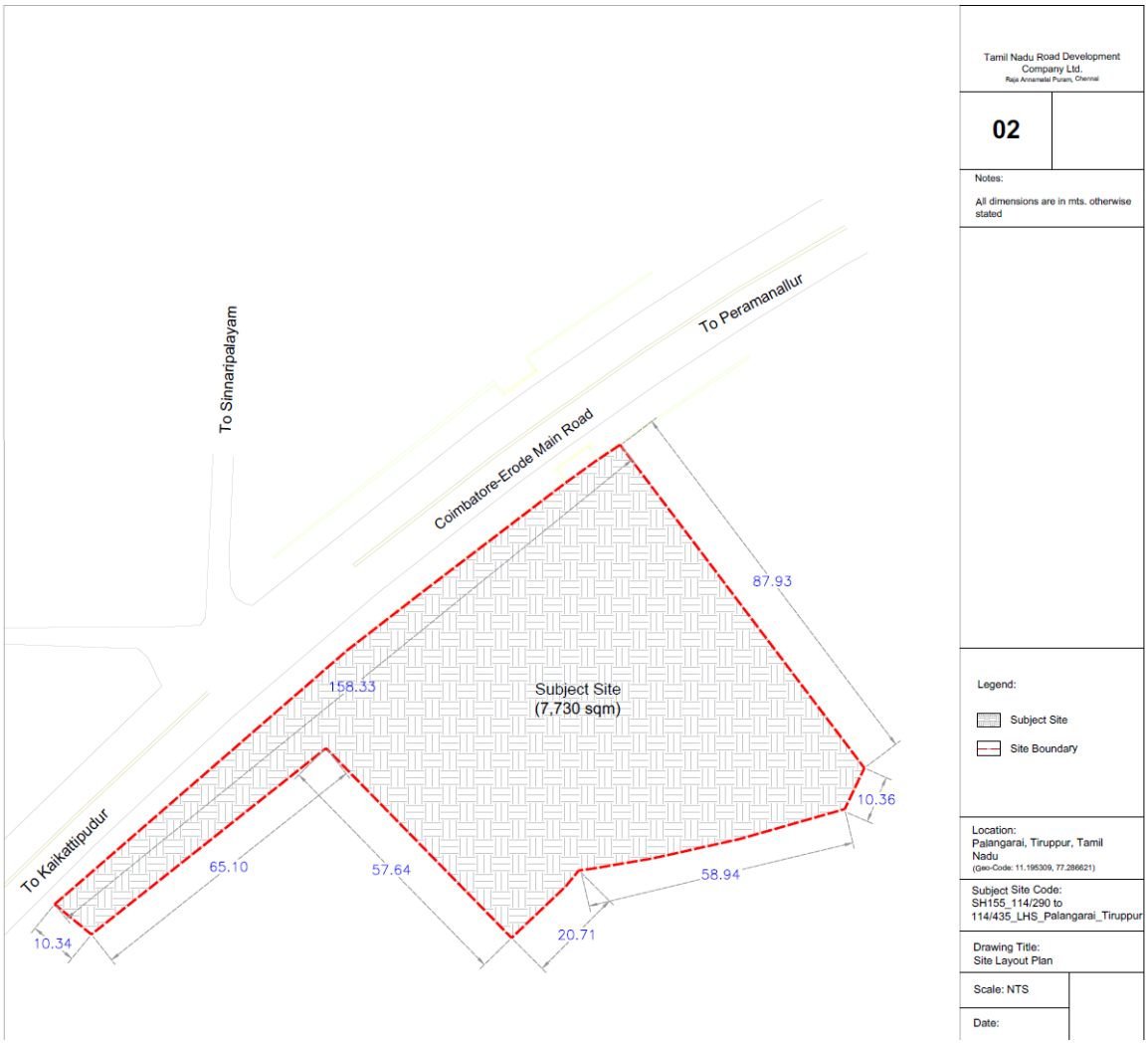
LIST OF PROJECT SITES

Sl. No.	Site Name	Highway	Total land area available for development (in acres)	Geo Co-ordinates
1.	Ayyankovilpathu, Villupuram	SHU 138	1.00	11.95649094984545, 79.4945729019342
2.	Palangarai, Tiruppur	SHU 155	1.91	11.195122645443753, 77.28639332588043
3.	Tirupachur, Tiruvallur	SHU 91	1.01	13.142373, 79.88881
4.	Kalendira, Tirupathur	SHU 144	0.84	12.66231577655958, 78.6089392668648
5.	Karripatti, Salem	NH 79	1.63	11.66481, 78.284289
6.	Puduchatram, Dindigul	SH 37	0.98	10.472904, 77.79288
7.	Kilmattai, Tiruvannamalai	SH 5	1.35	12.646225, 79.536408

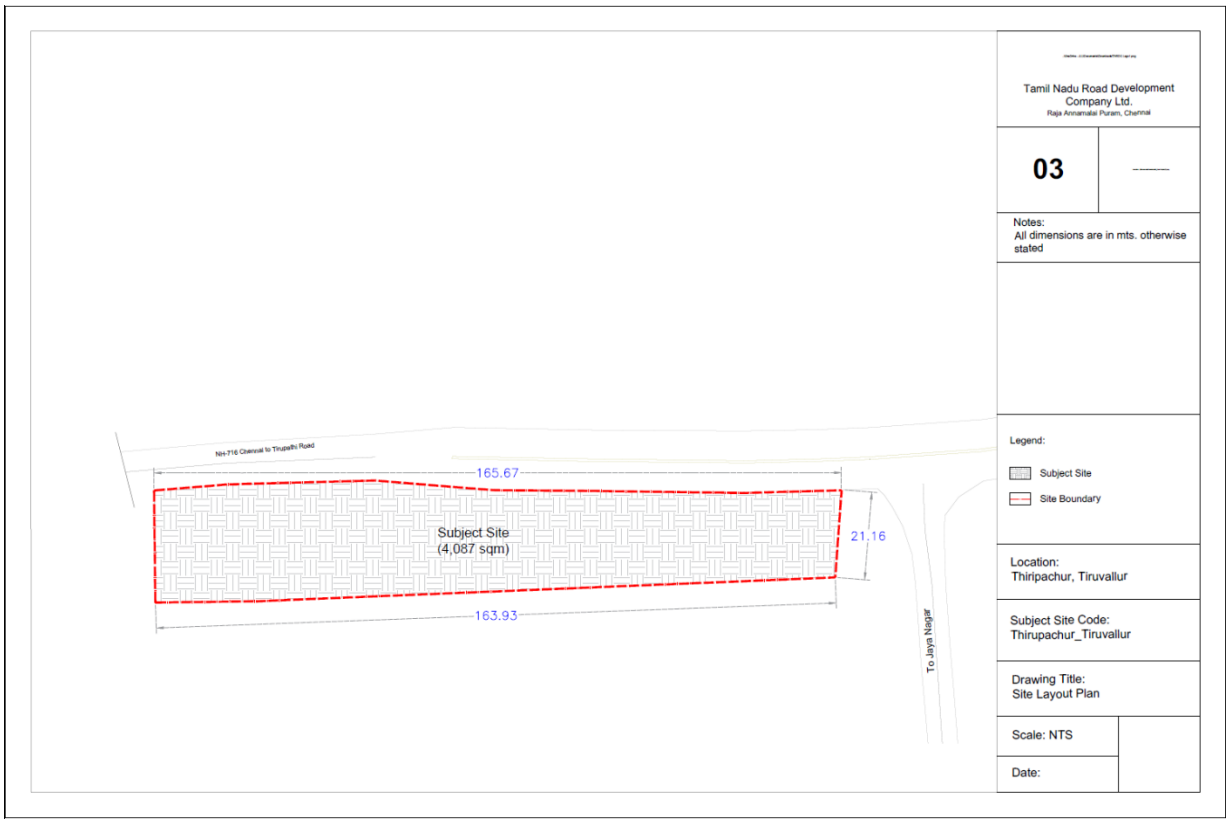
1. Ayyankovilpathu Villupuram



2. Palangarai, tiruppur



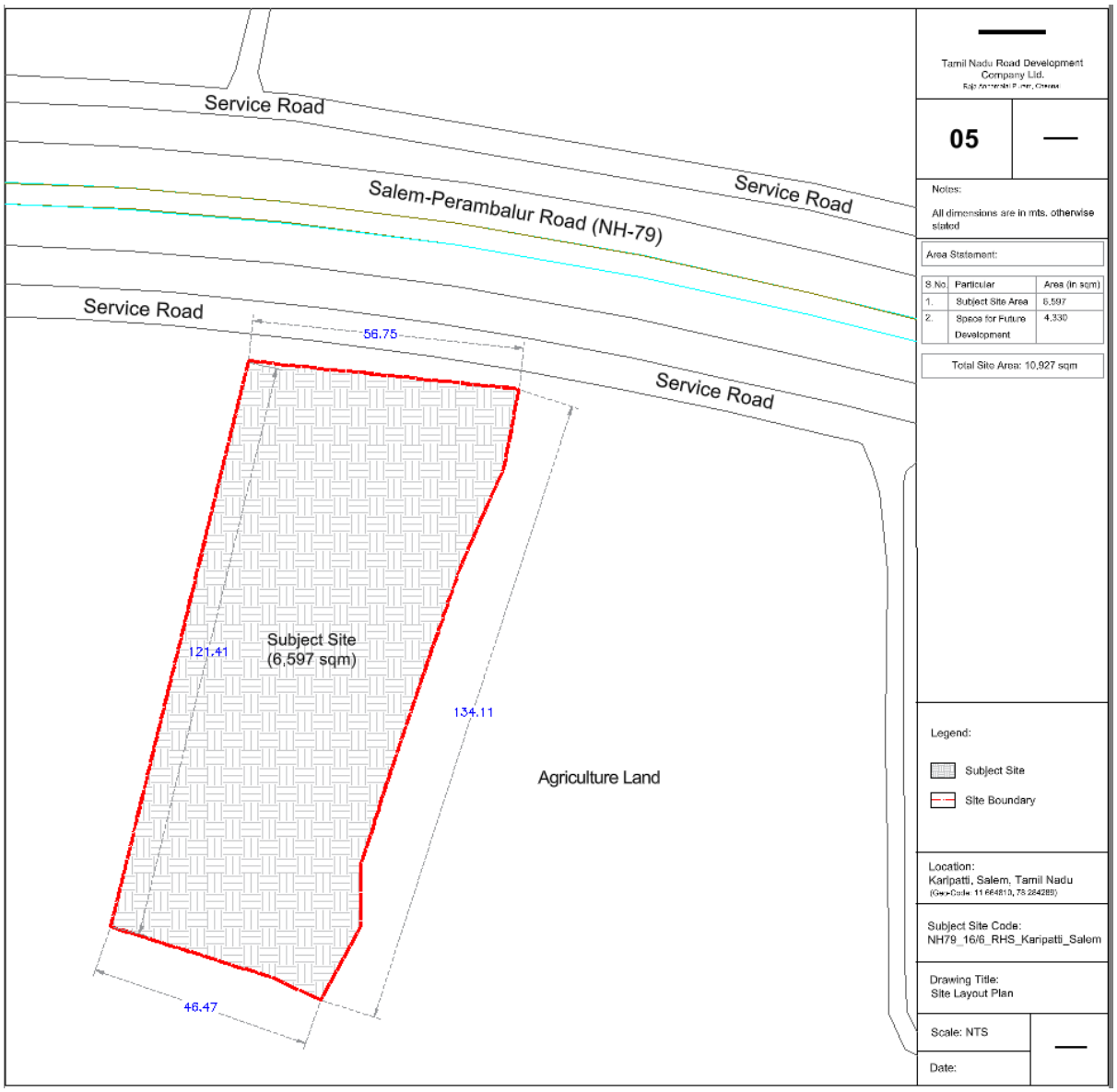
3. Thirupachur, Tiruvallur



4. Kalendira, thirupathur



5. Karipatti, Salem



6. Pudhuchatram, Dindigul



7. Kilmattai, Tiruvannamalai



ANNEXURE-B
BID SECURITY (EMD), PERFORMANCE SECURITY AND RESERVE PRICE OF PROJECT SITES

Sl. No.	Site Name	Bid Security (EMD) Amount (In INR Lakhs)	Performance Security Amount (In INR Lakhs)	Reserve Price for Annual Lease Rent to be quoted in Financial Bid (In INR Lakhs)
1.	Ayyankovilpathu, Villupuram	10	26	15.5
2.	Palangarai, Tiruppur		32	11.5
3.	Tirupachur, Tiruvallur		21	6.0
4.	Kalendira, Tirupathur		26	3.5
5.	Karipatti, Salem		35	4.5
6.	Puduchatram, Dindigul		15	5.0
7.	Kilmattai, Tiruvannamalai		20	3.0

ANNEXURE-C

SCOPE OF WORK

The scope of the Project (the "Scope of the Project") shall mean and include, during the Concession Period:

The scope of work is primarily divided into three stages namely development, operations and maintenance and Handover upon completion of Concession Period. Though the scope includes all the activities required for fulfilling the objective some of them are detailed hereunder as per project timeline.

a) Development Phase
   i. Taking over of encumbrance free site to Plan, Design, Finance and establish the Project Facility, including Construction, Marketing, provision of relevant assets, equipment, facilities, obtaining Clearances/approvals, ancillary services and amenities related to the Wayside Amenity at the Project Site conforming to Applicable Laws including Building Bye-Laws and regulations and as per terms of the Agreement and Schedules hereof.
   ii. Site clearance and cordoning off the Site; providing and deputing of Security including dismantling of Existing Structure if any, removal of debris to specified debris disposal sites (shall be property of Concessionaire) etc.
   iii. Planning & designing, to obtain necessary approvals including planning and structural approval, arrange for required funding and to construct the way side amenities and the auxiliary facilities as required to be developed at the Project Site as per the laid down provisions of the Concession Agreement and Schedules hereof. Timely completion of the construction activity and to ensure availability of envisaged facility as per timelines of the Concession Agreement.
   iv. Ensure necessary solar provision is made as per TNCDBR.
   v. Ensure adherence & conformity with all the Applicable Laws and regulations including MoRTH Guidelines / Requirements, Harmonised guidelines and Standards of Universal Accessibility, etc. with respect to development and operational requirement
   vi. Ensure Compliance with provisions of the labour welfare legislations like the Payment of Wages Act, 1936; The Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; The Equal Remuneration Act, 1976; The Payment of Gratuity Act, 1972; The Employees State Insurance Act, 1948; The Workmen's Compensation Act, 1923 and other similar legislations, rules and orders as issued from time to time;
   vii. The concessionaire shall ensure development of Minimum Development Requirement as per Annexure D within the construction timeline as per the Article 11 of Concession Agreement
   viii. The construction shall strictly comply with all applicable provisions of the National Building Code of India, including the latest amendments and corrections, to ensure structural safety, fire safety, accessibility, environmental sustainability, and other relevant aspects as mandated by the code.

b) Operations and Maintenance
   i. Common roads / Circulation

1. Undertake periodical maintenance, annual maintenance and preventive maintenance for all the common areas/ roads / Parking areas provided in the Site as per Annexure E.
2. To provide basic facilities and amenities like drinking water, toilets, etc. for the users at free of cost and to ensure hygienic maintenance of same. Further, additional value-added services shall be provided and shall levy, demand and collect service charges from the Users for same
3. Entry and exits for the Wayside Amenity shall be provided and developed considering proper overall Traffic Circulation within the site as per MoRTH Guidelines and IRC Standards.
4. Adequate well-lit signages are to be provided and maintained in the site.
5. To obtain adequate all risk Insurance cover for all the project assets during the Concession Period to protect the interest of Authority, Concessionaire and the users of site in case of unforeseen event. A copy of the insurance document so obtained shall be provided to the authority including renewal documents until completion of Concession Period.
6. To obtain all necessary Operational Licenses from the Local Body, FSSAI and any other government agencies depending on the development components and to provide the copy of same to the Authority.
7. Determine, demand, levy, collect, enforce, retain and appropriate User Charges including service charges on the commercial developments if any from the sub-licensees/ Users as per the laid down provisions of the Concession Agreement and the Schedules hereof.
8. Determine, demand, levy, collect, enforce, retain and appropriate User Charges for other activities such as advertisement, events and activities etc. with the approval of the authority as per applicable law.
9. To make payment of all applicable existing and future taxes, charges, fees, levies, Annual Lease Rent, Annual Concession Fee etc. as may be applicable to the Project and/ or any activities in pursuance of the Concession Agreement during the Concession Period.
10. To undertake all the Operations and Maintenance activities as mentioned in Article 14 of the Concession Agreement and to proactively undertake any other related / additional activity to ensure Hygienic & Safe operations of the project site.
11. To undertake and comply with the directions of the Authority to ensure compliance with the terms and conditions of the Concession Agreement or adherence with Applicable Laws, safe operations of Site and to ensure cleanliness, hygiene and safety aspects of Site and for all the Users of Site.

c) Handover Stage

i. Handover of the Project Facility without any defect in good condition excluding normal wear and tear as per directions of the Authority.

ii. Ensure that all the details of existing contracts, guarantees and warranties, maintenance manuals etc. is handed over to the Authority.

iii. Ensure that no advances, loans, dues or outstanding balances, statutory dues, utility bills payments or any kind of liability is there as on date of handover.

iv. The Project Facility shall be handed-over to the Authority clear and free of all encumbrances in compliance with the Divestment Requirements set forth in the Concession Agreement.

v. To extend the performance bank guarantee until completion of Defect Liability Period and to undertake all repairs or make good the damages caused by the Concessionaire during the Defect Liability Period.

vi. Replenishment of the Performance Bank Guarantee if partly or fully appropriated by the Authority until completion of defect liability period.

ANNEXURE-D
MINIMUM DEVELOPMENT REQUIREMENTS

Project Site: Ayyankovilpathu, Villupuram	
Development Required	**Area**
Retail / Food court / Dhaba / Restaurants	4,000 sq.ft
Medical/ESS & Babycare	100 sq.ft
Toilet	430 sq.ft
2W/ 4W Parking	4,000 sq.ft
Bus/ Truck Parking	2,000 sq.ft
Kids Play Area	300 sq.ft
EV Station	As per requirement

Project Site: Palangarai, Tirupur	
Development Required	**Area**
Retail / Restaurant / Food court/ Dhaba	3,000 sq.ft
Toilet	430 sq.ft
Medical/Ess & Babycare	100 sq.ft
2W/ 4W Parking	5,500 sq.ft
Bus/ Truck Parking	1,600 sq.ft
Kids Play Area	600 sq.ft
EV Station	As per requirement

Project Site: Thirupachur, Thiruvallur	
Development Required	**Area**
Retail / Food court / Dhaba / Restaurants	200 sq.ft
Toilet	182 sq.ft
Medical/Ess & Babycare	80 sq.ft
2W/ 4W Parking	2,200 sq.ft
Bus/ Truck Parking	2,200 sq.ft
Kids Play Area	300 sq.ft
EV Station	As per requirement

Project Site: Kalendira, vaniyambadi, Thirupathur	
Development Required	**Area**
Retail / Restaurant / Food court/ Dhaba	6,000 sq.ft
Medical/ ESS & Baby care	80 sq.ft
Toilet	182 sq.ft
2W/ 4W Parking	2,500 sq.ft
Bus/ Truck Parking	2,000 sq.ft
Kids Play Area	650 sq.ft
EV Station	As per requirement

Project Site: Karipatti, Salem	
Development Required	**Area**
Retail / Restaurant / Food court/ Dhaba	400 sq.ft
Toilet	82 sq.ft
Medical/Ess & Babycare	80 sq.ft
2W/ 4W Parking	5,000 sq.ft

Bus/ Truck Parking	2,000 sqft
Kids Play Area	300 sq.ft
EV Station	As per requirement

Project Site: Ayyankovilpathu, Villupuram	
Development Required	**Area**
Retail / Food court / Dhaba / Restaurants	4,000 sq.ft
Medical/ESS & Babycare	100 sq.ft
Toilet	430 sq.ft
2W/ 4W Parking	4,000 sq.ft
Bus/ Truck Parking	2,000 sq.ft
Kids Play Area	300 sq.ft
EV Station	As per requirement

Project Site: Pudhuchatram, Dindigul	
Development Required	**Area**
Medical/ Baby care	100 sq.ft
Retail / Restaurant / Food court/ Dhaba	2,500 sq.ft
Toilet	430 sq.ft
2W/ 4W Parking	2,000 sq.ft
Bus/ Truck Parking	2,000 sq.ft
Kids Play Area	700 sq.ft
EV Station	As per requirement

Project Site: Kilmattai, Thiruvannamalai	
Development Required	**Area**
Retail / Restaurant / Food court/ Dhaba	3,000 Sq.ft
Medical/ESS& Baby Care	100 Sq.ft
Toilet	430 Sq.ft
2W/ 4W Parking	5,800 sq.ft
Bus/ Truck Parking	2,000 sq.ft
Kids Play Area	700 sq.ft
EV Station	As per requirement

ANNEXURE-E
O&M OBLIGATION

O&M obligations of the Concessionaire

During the Operation Period, the Concessionaire shall operate and maintain the Project in accordance with this Agreement either itself or through an experienced O&M Contractor possessing requisite technical, financial and managerial expertise/ capability and if required, modify, repair or otherwise make improvements to the Project to comply with the provisions of this Agreement, Applicable Laws and Applicable Permits, and Good Industry Practice.

The obligations of the Concessionaire hereunder shall include (but not limited to) the following:

(a) permitting and ensuring safe, smooth and uninterrupted use of the Project, including prevention of loss or damage thereto, during normal operating conditions;

(b) repair the Facility upon any loss, damage, breakage being noticed or reported and rebuild them if necessary to ensure they are in good condition;

(c) installing, operating, managing and maintaining the Project in accordance with the Applicable Laws, Applicable Permits and the operations and maintenance Requirements such that it shall achieve the Service Level Indicators.

(d) minimizing disruption in the event of accidents or other incidents affecting the safety and use of the Project by providing a rapid and effective response and maintaining liaison with emergency services of the State;

(e) carrying out periodic preventive maintenance of all the Project Assets such as A/C, Generators, Lifts, Escalators, Power Panel, STPs, WTP's, RO Plant, firefighting systems, etc. as per the Equipment Manufactures requirements or as per good industrial practise. This includes undertaking AMC's, periodic maintenance activities, making timely replacements of all replaceable and consumables and to ensure desired operational performance of all Plant & Machinery and MEP fittings / installations

(f) Undertaking routine maintenance of the entire Project site to ensure it remains in good working condition and meets operational and safety standards. This shall include prompt repairs and upkeep of civil structure, joints, lighting, drains, structures, pavement markings, plumbing, electrical and mechanical installations, sign boards, building works including whitewash/ painting, any overhead/ underground services, repairs/ replacement of all electrical works/ services and electronic equipment and prompt repairs/ replacement of all computer hardware, networking and software works etc.;

(g) ensure sufficient stock of spares, at Project Site and any default/ fault is attended/ rectified/ carried out immediately for smooth functioning of the facility;

(h) To ensure safe disposal of Hazardous materials including Smoke, Mechanical Waste, Medical Waste etc. protection of the environment and operating the site as per standard / best practise.

(i) operation and maintenance of all communication, control and administrative systems necessary for the efficient operation of the Project and for providing safe, smooth and uninterrupted use of the Project;

(j) complying with Safety Requirements in accordance with best industrial practice and in compliance with this RFP & Concession Agreement

(k) exercising appropriate control over Contractors and managing, directing, administering, and supervising their working to ensure compliance with the provisions of this Agreement. However, the primary responsibility shall remain with the Concessionaire;

(l) ensuring effective coordination with the Authority and other relevant departments to facilitate the seamless operation of the Project Facility at the Site and to provide necessary operational information at the instruction of the authority

(m) acquiring operational/renewal of licenses for all plant and machinery and any other necessary approvals during operations and maintenance;

(n) ensuring Structural & Quality audit is undertaken every three year once for the entire facility and ensure optimal functioning of the entire Project Facility;

(o) ensure to abide by the provisions of the labour welfare legislations like the Payment of Wages Act, 1936; The Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; The Equal Remuneration Act, 1976; The Payment of Gratuity Act, 1972; The Employees State Insurance Act, 1948; The Workmen's Compensation Act, 1923 and other similar legislations, rules and orders as issued from time to time;

(p) Payment of Annual Lease Rent, Annual Concession Fee, all utility charges including power, water, Tele communication, etc.. Proofs of such payment made shall be submitted to the authority for its record.

(q) The minimal maintenance requirement for the Toilets is detailed below, if any additional maintenance is required the same shall be undertaken

- All sanitaryware including sinks, wash hand basins, WC / IC bowls, seats, covers, hinges, tops, undersides, rims, taps, overflows, outlets, chains, plugs, urinals, brushes, toilet roll holders, tiled surfaces, splash backs, and vanity units must be free from scum, grease, hair, scale, dust, soil, spillages and removable stains. In addition, the surfaces should be disinfected.
- Floors should be cleaned to the good industry standards. In addition, there should be no evidence of scum, grease, hair, and scale and the floors must be disinfected.

- Soap dispensers must be filled, operating correctly with clean nozzles, the external surfaces must be clean dry and free from smears.
- All toilets should be kept fully stocked with supplies and should be made available at all times.
- Dispensers must be clean, dry and free from dust, marks and smears with clean towels fitted. Hot air dryers must be clean, dry and free from dust, marks and smears.
- Cleaning and maintenance of toilets shall be undertaken as per below mentioned frequency
    - Daily Maintenance of Floor Dry / Wet Area, sinks, wash hand basins, hinges, tops, undersides, rims, taps, outlets WC / IC bowls, seats, covers, urinals, chains, plugs, brushes, toilet roll holders etc. – Hourly Basis or as and when required
    - Daily Maintenance - The Concessionaire shall maintain a checklist covering cleaning and sanitation of toilets. This checklist is to be attached on the back of the toilet door. It is to be updated and filled up by the Concessionaire on duty at regular intervals each time the toilet is cleaned
    - Periodic Maintenance – Regular maintenance through Machine Scrub / Hand Scrub / Scrub on Floor, Wall, Basins & Bowls including Urinals, Sopa Dispensers, Exhaust Fans, Lights etc. to be taken on Weekly Basis to ensure removal of Soiles from Grouting area, Stubborn Stains (including yellow stains), dirt, dust, grease etc.
- Toilet cleaners / Toilet attendant should be properly trained and certified to perform the task well. Supervisors should also be trained with the right knowledge and skills to effectively supervise the cleaners.

(r) All common area including the circulation and parking area shall be free from graffiti, debris, litter, cigarette ends, dirt or spillages, dried leaves, grease, dust, soil, oil marks and removable stains. Maintenance frequency for of all the circulation and common area shall be undertaken as detailed below

- Cleaning of Internal & External Walls of height less than 6 Feet – Daily
- Cleaning of Internal & External Walls, Terrace area etc. of height above 6 Feet – Weekly Once
- Cleaning of Internal Walkways / Corridors / Floor Area etc – Thrice Daily / as and when required
- Clearing of Litterbins - Thrice Daily / as and when required
- Checking of all electrical / Plumbing Fittings – Weekly Once
- Cleaning of Doors / Windows / Handrails etc. – Daily Once

- Cleaning of all internal furniture & fittings including Chairs, Tables etc – Thrice daily
- Cleaning of external Circulation Area including Roads / Pavements / Parking area – Twice Daily
- Cleaning of external façade including glass surfaces – Weekly Once or as per recommended practice

(s) The Concessionaire shall be responsible for ensuring proper maintenance and upkeep of all horticulture works in the landscaping area. Adequate equipment shall be maintained by Concessionaire including grass cutting machine and other tools required for maintenance of horticulture areas. The activities of landscape maintenance shall include

- daily watering, weed removing, trimming and pruning;
- soil mulching; applying fertilizer or compost manure/vermi culture manure as per direction or as and when required;
- lawn mowing; hedges and shrubs cutting etc.;
- cleaning garden areas, applying pesticides and fungicide as per direction or as and when required
- maintenance of vermi compost pits, disposal of dry/fallen leaves etc.
- Any other maintenance activity as per requirement

(t) Ensure surveillance of all common area through CCTVs / Providing entry access / restricting entry to admin / control rooms etc., monitory all entry and exits of vehicles, pedestrians etc. and to avoid trespassing etc.

ANNEXURE-F
LIST OF PERMITTED DEVELOPMENTS

In addition to the Minimum Development Requirements as specified in annexure – D, the concessionaire in accordance with the provision of this agreement shall develop one or multiple of the following list of developments.

i. Fuel stations , EV charging stations

ii. Parking areas – 2W/ 4W/ Truck parking/ Layby area

iii. Hotels/ Motels

iv. Restaurant/ Dhabas / Food courts

v. Any kind of Retail facility

vi. Indoor & Outdoor Sports & Play Areas

vii. Vehicle repair facilities/ Garages

viii. Medical facilities

ix. Drivers Dormitories, Canteen etc.

x. Parks, Landscapes & Kids Play area

xi. Public Convenience Facility / Toilets

xii. Open or Closed Nursery

xiii. ATM, Public Information centre etc.

xiv. Advertisement

xv. Necessary infrastructure facility for above development

xvi. Roads & Pavements

xvii. Any other facility as approved by TANSHA upon written request of bidder