Madurai Corporation
Aringar Anna Malligai, Thallakulam
Madurai – 625 002, Tamil Nadu

Volume – I
Invitation for Bids

RFP REFERENCE NO. E1 / 002432 / 2025-2026

Request for Proposal (RFP)

For

Selection of a Concessionaire for establishment of Waste-to-Energy Project for Madurai Cluster based on Municipal Dry Waste at Madurai Corporation under PPP Mode on Design, Build, Finance, Operate and Transfer (DBFOT) Basis

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

This RFP is not an agreement and is neither an offer nor invitation by MC to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bids for qualification and in making their financial offers. This RFP includes statements, which reflect various assumptions and assessments arrived at by MC (Lead ULB) 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 MC, 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. MC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

MC, 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.

MC 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. MC 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 MC is bound to select or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and MC reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, expenses associated with any demonstrations or presentations which may be required by MC, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and MC 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.

Preamble

Governing Law: All contracts that relate to the RFP document, including the Draft Concession Agreement, shall be governed by the law for the time being in force in the Republic of India Law Governing the Contract:

Interpretation: Words importing the singular number shall also include the plural and vice versa where the context requires and similarly men shall also include women and vice versa where the context requires

Omissions and Discrepancies: Should a Bidder find discrepancies in or omissions from the drawings or any of the Appendix or Request of Bid or should he be in doubt as to their meaning, he should at once notify the Authority who may issue clarification and upload on **https://tntenders.gov.in** website. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of bidding process and Successful Bidder shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

Language: The Bid prepared by the Bidder and all correspondence and documents relating to the tender shall be in English language.

Document Submission: Submitted documents in response to this RFP and subsequent queries raised by the Authority, shall not be returned by the Authority to the Bidder.

Currency: The currency for the Bid shall be the Indian National Rupee (the "Rupee")

Glossary

Associate	As defined in Clause 2.2.7
Authority	As defined in Clause 1.1.2
Bidding Documents	As defined in Clause 1.1.8
Bid Due Date	As defined in Clause 1.1.8
Bid Validity Period	As defined in Clause 1.2.3
Concession	As defined in Clause 1.1.6
Concessionaire	As defined in Clause 1.1.4
Concession Agreement	As defined in Clause 1.1.5
Conflict of Interest	As defined in Clause 2.2.1 (c)
Consortium	As defined in Clause 2.2.1 (a)
DBFOT	As defined in Clause 1.1.3
Joint Bidding Agreement	As defined in Clause 2.2.5.(g)
Lead Member	As defined in Clause 2.2.5.(c)
Lead ULB	As defined in Clause 1.1.2
Net Worth	As defined in Clause 2.2.2
Project	As defined in Clause 1.1.3
Selected Bidder	As defined in Clause 3.2.2
Turnover	As defined in Clause 2.2.2

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

IMPORTANT NOTICE

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

1. Introduction

1.1 Background

1.1.1 The scientific and environmentally sound management of Municipal Solid Waste (MSW) is a statutory responsibility of Urban Local Bodies (ULBs) in the State of Tamil Nadu. In order to address increasing MSW generation, limited availability of landfill space, and compliance with applicable environmental standards, the Government of Tamil Nadu has approved the development of centralized Waste-to-Energy (WtE) facilities supported by Scientific Landfills (SLF) on a cluster basis, through Public Private Partnership (PPP) mode.

1.1.2 Madurai Corporation (the "Authority"), an Urban Local Body under the administrative control of the Directorate of Municipal Administration (DMA), Government of Tamil Nadu, has been designated as the lead ULB for the Project. The Authority has been authorized to undertake the bidding process, enter into the Concession Agreement with the selected Concessionaire.

1.1.3 The Authority intends to select a Concessionaire for the "Development and operation of a Waste-to-Energy (WtE) facility with a Scientific Landfill (SLF) at Madurai for processing municipal solid waste from the Madurai cluster, under a Public-Private Partnership (PPP) on a DBFOT basis" (the "Project"), in accordance with the Government Order, and has initiated the bidding process for selection of a private entity as the Selected Bidder to whom the Project may be awarded.

The Concession Period shall be thirty (30) years from the Appointed Date and shall include the period for construction as well as the period for operation and maintenance of the Project. The Project Facilities shall be developed on a land area of approximately 50 (fifty) acres provided by the Authority at Vellakkal, Madurai, Tamil Nadu, and shall comprise a Waste-to-Energy (WtE) facility with an installed processing capacity of 900 TPD of municipal solid waste with a power generation capacity of 15 MW, supported by pre-processing facilities with a minimum design capacity of 1100 TPD, together with a Scientific Landfill (SLF) in a land area of approximately 50 (fifty) acres provided by the Authority.

The Authority shall supply municipal solid waste to the Waste-to-Energy Plant at the Project Site and shall be responsible for the cost of transporting their waste to the Project Site.

1.1.4 The Selected Bidder, whether a single entity or a consortium of entities, shall incorporate a Special Purpose Vehicle (SPV) under the Companies Act, 2013 prior to execution of the Concession Agreement (the 'Concessionaire'). The Concessionaire shall be responsible, at its own cost and risk, for the design, engineering, financing, procurement, construction, commissioning, operation, and maintenance of the Project Facilities in accordance with the provisions of the Concession Agreement and all applicable statutory and environmental requirements. The Concession Agreement shall be executed between the Concessionaire and the Lead ULB, Madurai Corporation.

A Power Purchase Agreement ('PPA') for sale of electricity from the Project Facilities shall be executed among the Concessionaire, and Tamil Nadu Power Distribution Corporation Ltd. (TNPDCL) in the form provided by the Authority as part of the Bidding Documents. The Concessionaire shall be entitled to receive payments under the PPA in accordance with its terms, subject to the performance and tariff provisions set out in the Concession Agreement.

1.1.5 The scope of work under the Project shall include, without limitation, the detailed design, engineering, drawings, procurement, financing, construction, and operation and maintenance of the Project Facilities, which comprise: a Waste-to-Energy Facility with pre-processing capacity of at least 1,100 TPD of Municipal Solid Waste (MSW), a Waste-to-Energy Plant capable of processing 9,00 TPD of MSW with 15 MW power generation, and an associated Scientific Landfill (SLF) in a land area of approximately 50 (fifty) acres provided by the Authority, as more particularly set forth in the Draft Concession Agreement (DCA). In accordance with the Concession Agreement, the Concessionaire shall be entitled to market and sell the recyclables and electricity generated from the Project Facilities and retain the revenues therefrom. The Authority shall provide the land required for the establishment of the Project Facilities.

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

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

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

1.2 Brief description of Bidding Process

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

1.2.2 The Authority invites respondents to this RFP (the "Bidder") to submit their bids through a single stage process. Bids shall be submitted online via the e-tendering website by uploading the required documents at https://tntenders.gov.in

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

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

1.2.5 A Bidder will be required to deposit, along with its Bid, a **Bid Security of Rs.5,00,00,000 (Rupees Five Crores Only)** (the "Bid Security") refundable no later than 60 (sixty) days after the expiration of the Bid Validity Period, including any extension thereof, or 60 (sixty) days after the issue of the Letter of Award, whichever is earlier, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bid security shall be deposited through electronic Bank Guarantee (e-BG).

Bidders have to upload the e-BG details in the e-procurement portal. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

1.2.6 The Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the concession including implementation of the Project. An international Bidder bidding individually or as a member of a Consortium shall ensure that Power of Attorney is legalized/apostle by appropriate authority notarized in the jurisdiction where the Power of Attorney is being issued and requirement of Indian Stamp Act is duly fulfilled.

1.2.7 The Bid Parameter for the selection of the Concessionaire shall be the Quoted First year Tariff (expressed in INR per kWh) for the sale of electricity to the TNPDCL generated from the Project Facility for the First Financial year after the COD. This Quoted First Year Tariff shall be the sole criteria for the evaluation of Financial Bids. Subject to Clause 3.2.1, the Project will be awarded to the Qualified Bidder who quotes the lowest First year Tariff, which shall be subject to the final approval and adoption by the Tamil Nadu Electricity Regulatory Commission (TNERC).

A fixed Viability Gap Funding of Rs. 125 Crores as grant support shall be provided by the Authority to the Concessionaire for implementation of the Project as per the disbursement schedule mentioned in this RFP and Draft Concession Agreement.

1.2.8 Deleted.

1.2.9 Deleted.

1.2.10 The Authority shall not be held responsible for any incorrect decision arrived at by the Bidders based on the data provided in this RFP document nor bidder can claim any financial compensation or relief thereon solely relying on the data provided in this RFP document.

1.2.11 Further details of the process to be followed and the terms thereof are spelt out in this RFP.

1.2.12 Any queries or request for additional information concerning this RFP shall be submitted in writing to "The Commissioner, Madurai Corporation, – Aringar Anna Malligai, Thallakulam, Madurai 625 002, Tamil Nadu" or through e-mail to commr.madurai@tn.gov.in or maducorpce@gmail.com with identification/ title:

"Queries/ Request for Additional Information: RFP for Selection of Concessionaire for Establishment of Municipal Waste-to-Energy Facility at Vellakkal, Madurai on Cluster Basis for Madurai Corporation & Other Participating ULBs under Design, Build, Finance, Operate and Transfer (DBFOT) Model on PPP Mode".

1.3 Schedule for Bidding Process

The Authority shall endeavour to adhere to the following schedule:

S. No.	Milestones	Date
1	RFP Document Fee	Can be downloaded from website without any fee
2	Bid Security	**Rs. 5,00,00,000/- (Rs. Five Crores Only) -**
3	Issue of the RFP	19.02.2026
4	Last date for receiving queries	10.03.2026 @ **4.00 PM**
5	Pre-Bid Meeting	04.03.2026 @ 3.00 PM
6	Bid Due Date	02.04.2026 @ 3.00 PM
7	Opening of Technical Bids	The Technical Bid containing Bid Security and qualification documents as prescribed in the RFP document received "online" shall only be opened on 02.04.2026 @ 4.00PM
8	Opening of Financial Bids	Will be intimated later to the technically qualified bidders.
9	Validity of Bids	180 days of Bid Due Date

In the event of any date indicated being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.

1.4 Pre-Bid Meeting

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

Date: 04.03.2026
Time: 3.00PM
Venue: The Commissioner, Madurai Corporation, – Aringar Anna Malligai, Thallakulam, Madurai 625 002
Virtual Access: This meeting will be conducted in a hybrid format. Bidders may also attend virtually via a video conferencing link. The online meeting link and access credentials will be provided by the authority on the TN Tenders portal (https://tntenders.gov.in) .

2. Instructions to Bidders

A. General

2.1 Scope of Bid

The Authority invites Bids for the establishment of the Project Facilities, comprising a pre-processing facility with capacity of at least 1,100 TPD of Municipal Solid Waste (MSW), a Waste-to-Energy Plant capable of processing 900 TPD of MSW with 15 MW power generation, and an associated Scientific Landfill (SLF) in a land area of approximately 50 (fifty) acres provided by the Authority. The detailed scope of work is set out in the Draft Concession Agreement.

2.2 Eligibility of Bidders

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

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

b. A Consortium, of a maximum of two entities, shall be eligible for consideration subject to the conditions set out in Clause 2.2.5 below.

c. The Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate 5% (five percent) of the value of the Bid Security or equivalent amount from the Performance Security , as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

d. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

i. The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of subscribed and the Paid-Up Share Capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (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 sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this sub-Article 2.1.13 (A), 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-Article (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-Article (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

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

iii. Any 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 Respondent, or any associate thereof has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its member or any Associate thereof; or

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

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

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

vii. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to 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 Successful 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, including the forfeiture and appropriation of the Bid Security or Performance

Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Successful Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor shall this disqualification apply where such adviser is engaged after a period of 5 (five) years from the date of commercial operation of the Project.

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

viii. For determining the eligibility of Bidder from a country which shares a land border with India the following shall apply:

(a) Any Bidder from a country which shares a land border with India will be eligible to bid, only if the Bidder is registered with the Competent Authority, specified in Annexure-I of Order (Public Procurement No. 1) issued by Ministry of Finance, Department of Expenditure Public Procurement Division vide F. No. 6/18/2019 PPD, dated 23rd July 2020, which shall form an integral part of RFP and DCA.

(b) "Bidder" in this reference, means any person or firm or company, including any member of a consortium, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.

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

i. An entity incorporated, established or registered in such a country, or
ii. A subsidiary of an entity incorporated, established or registered in such a country; or
iii. An entity substantially controlled through entities incorporated, establishedor registered in such a country; or
iv. An entity whose beneficial owner is situated in such a country; or
v. An Indian (or other) agent of such an entity; or
vi. A natural person who is a citizen of such a country; or
vii. A Consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

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

i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.
Explanation:

a "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of thecompany.

b "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholding agreements or voting agreements;

ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or one or more juridical person: has ownership of entitlement to more than fifteen percentof capital or profits of the partnership;

iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profitsof such association or body of individual;

iv. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

(e) An Agent is a person employed to do any act for another, or to represent another indealings with third person.

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

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

a. **Eligibility Criteria**

Clause	Eligibility Criteria	Supporting Documents/ Remarks
A	i. The bidder should be a registered Company in India or in any country and must be legally constituted and registered under the applicable laws of their jurisdiction, with legal standing equivalent to an Indian Company and should be in existence for the past 3 years as on 31st March 2025	(i) In case of Indian Private/ Public Limited Companies, • Copy of Incorporation Certificate issued by the Registrar of Companies

Clause	Eligibility Criteria	Supporting Documents/ Remarks
		• Copy of Memorandum and Articles of Association. (ii) In case of any other country, the entity is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country, • Copy of Incorporation Certificate issued by the competent authority of that country. • Copy of Memorandum and Articles of Association or similar documents of that country.
	ii. In case of Consortium of bidders: **a. A consortium of entities is allowed with maximum of two (02) members.** b. One of the members shall be designated as Lead Member. c. Each member should be a registered Company in India or in any country and must be legally constituted and registered under the applicable laws of their jurisdiction, with legal standing equivalent to an Indian Company and should be in existence for the past 3 years as on 31st March 2025.	The Consortium partners individually should submit the above-mentioned supporting documents in para (i) above. and Joint Bidding Agreement as per Annexure – IX.

Clause	Eligibility Criteria	Supporting Documents/ Remarks
	d. No member of the Consortium should bid individually or be a partner of another Consortium.	
B	The single bidder / any of the Consortium members should not have been blacklisted/debarred by the Central/State Government of India, any Statutory Body, or any Public Sector Undertaking in India. For foreign bidders, this applies to debarment by any government authority in their jurisdiction of incorporation or any country where they have significant operations. > Additionally, no member shall be: (a) Declared as a Non-Performing Asset (NPA) by Banks/Financial Institutions in India, or be in 'Default' or 'Insolvency' (as per the respective jurisdiction's laws) as on the RFP issue date; (b) Debarred by the United Nations or any Multilateral Development Bank (MDB); (c) Subject to any sanctions imposed by the Office of Foreign Assets Control (OFAC) or similar international bodies.	(i) The declaration form as per Annexure XI should be enclosed. In case of consortium, each partner should submit a separate declaration form. (ii) Further, if the bidder (including any consortium member) is found to be blacklisted or debarred by any Government agency in India or their home jurisdiction, or by any Multilateral Development Bank (MDB), before the award of the contract, the bid will be rejected.

b. Qualification Criteria

Clause	Qualification Criteria	Supporting Documents/ Remarks
i.	Bidders shall fulfill the following conditions: **A) Category A:** The Bidder shall be a developer and operator, or technology provider of Waste-to-Energy (WtE) plants, either in India or abroad, within the last 10 (ten) years preceding the Bid Due Date. The Bidder must have successfully commissioned and/or operated and maintained, or supplied the core technology for, at least one of the following: i) One project with a capacity of at least 1000 TPD (or)	i. **Work Order / Letter of Award (LoA)/ Agreement/ Completion Certificate** to establish the bidder's official role and the project's design capacity (e.g., 1000 TPD or 2x600 TPD). ii. Letter from the Concerned Local Body or any other government department/ govt. agency to certify the Installed Capacity, Date of Commercial Operation (COD), and confirm the facility has

	ii) Two projects with capacities of at least 600 TPD each. Every Eligible Project submitted for qualification must have been commissioned and in continuous operation for a minimum period of twelve (12) consecutive months immediately preceding the Bid Due Date. Furthermore, such project(s) must remain fully functional and operational as of the Bid Due Date. **The entity claiming experience should have held, in the company owing the Eligible Project, a minimum of 26% (twenty six per cent) equity during the development, construction and operations period.**	been functional for at least 12 months prior to the Bid Date.
	OR	
i.	**B) Category B:** The bidders under this category should be **core sector companies with a legally binding agreement with a Technology Provider** and must have paid or received payments totaling **at least Rs. 300 crores towards the construction or development of a single project** in the core sector. Core sector in this category is defined as follows: **Core Sector:** Projects from Thermal Power, Ports, Airports, Railways, Metro Rail, Highways, and Water Supply. i) The bidder shall submit an **exclusive, legally binding agreement with the technology provider** as part of the bid. ii) The technology provider must have experience in providing the technology for **having successfully commissioned and operated either one**	i. **Core Sector Bidder –** Work Order/ Agreement and Completion Certificate from Concerned Local Body or any other government department/ govt. agency/ Private Developer having paid or received payments for the Project. For projects commissioned or executed outside India, if the original document is not in English, a certified translation must be included. ii. **Technology Provider** - Agreement/ Work order from the Concerned Local Body or any other government department/ govt. agency/ Private Developer as proof of installed capacity, date of commencement of commercial operation, covering the scope of work of the bidder, and successful completion of

	project of ≥ 1000 TPD or two projects of ≥ 600 TPD each. All projects should have been commissioned and operational for a minimum of 12 months prior to the Issue of the RFP and functional as on the Issue of the RFP. **The entity claiming experience should have held, in the company owing the Eligible Project, a minimum of 26% (twenty-six per cent) equity during the development, construction and operations period.**	operation & maintenance and confirming the facility has been functional for a minimum of twelve (12) consecutive months immediately preceding the Bid Due Date. The Bidder must provide a formal Client Certificate verifying the successful commissioning and ongoing operation of the referenced project.
	AND	
ii.	The Bidder shall have an Average Annual Turnover* of at least Rs.300 Crores (Three Hundred Crores) from eligible projects in the last three financial years preceding Bid Due Date i.e., 2022-23, 2023-24 and 2024-25. In case of a consortium, the average Annual Turnover criteria may be met by any one of the Consortium Members individually or jointly by both the Consortium Members.	(i) The average annual turnover statement duly certified by Auditor/Chartered Accountant as per Annexure IV (ii) The Annual Report/ certified copies of Balance Sheet, Profit & Loss statement for the last 3 consecutive financial years i.e. 2022-23, 2023-24 and 2024-25.
iii.	The Bidder shall have a net worth* of at least INR 125 Crores as of the end of the preceding financial year In case of consortium, the Net Worth criteria may be met by any one of the Consortium Members individually or jointly by both the Consortium Members. Both the consortium members should have a positive Net Worth.	Net worth certificates duly certified by Auditor/Chartered Accountant as per Annexure V

Note:

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

Foreign entity:

(a) In case of a foreign entity, (single bidder or member of a consortium) the net worth requirement shall be equivalent to the prevailing United States Dollar buying rate as on the day of Issue of the RFP, as available on the website of Reserve Bank of India.
(b) In case of foreign bidders, the annual audited accounts ending on date as applicable in their country shall be provided.
(c) In jurisdiction that does not have statutory auditor, the firm of auditors which audits the annual account of the Bidder may provide the certificates required under this RFP.
(d) For conversion of other currencies into rupees, kindly refer to RBI website as on the day of Issue of the RFP.

2.2.3 **Qualification of Bidders**

In computing the qualification criteria specified in Clause 2.2.2.(a) and 2.2.2(b) of the Bidder/ Consortium Members, the Technical Capacity and Financial Capacity of their respective Associates as defined in clause 2.1.18 would also be eligible. All the Bidders who fulfil the eligibility and qualification criteria specified in Clause 2.2.2.(a) and 2.2.2(b) will be declared as qualified and the financial bids of those qualified bidders will only be opened.

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

2.2.5 Where the Bidder is a single entity, it shall be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 2013, to execute the Concession Agreement for implementation of the Project.

The shareholding and change of ownership of the SPV in case of a Single Bidder and in case of a Consortium will be as follows:

a) The Selected Bidder shall hold 100% (one hundred percent) of the subscribed and paid-up equity and voting rights until the 5th (fifth) anniversary of the Commercial Operation Date (COD). Thereafter, must maintain at least 26% (twenty-six percent) of the equity and voting rights until the end of the Concession Period.
b) The Consortium members shall cumulatively hold 100% (one hundred percent) of the subscribed and paid-up equity and voting rights in the Concessionaire from the date of its incorporation until the 5th (fifth) anniversary of the Commercial Operation Date

(COD). Thereafter, the Technical Member (the entity whose experience was used to satisfy the Technical Capacity requirements) shall continue to hold at least 26% (twenty-six percent) of the subscribed and paid-up equity and voting rights in the Concessionaire until the expiry of the Concession Period.

c) In the event the Selected Bidder/ Consortium is a Core Sector Member in agreement with a Technology Provider, such Core Sector Member shall hold 100% (one hundred percent) of the subscribed and paid-up equity and voting rights in the Concessionaire from the date of its incorporation until the 5th (fifth) anniversary of the COD. Thereafter, the Core Sector Member shall continue to hold at least 26% (twenty-six percent) of the subscribed and paid-up equity and voting rights until the end of the Concession Period. The Concessionaire shall retain the Technology Provider whose technical capacity was evaluated for the Bid until the 5th anniversary of the COD through a legally binding agreement. Thereafter, the Technology Provider may be replaced, subject to prior written approval from the Authority, by an entity satisfying the Technical Eligibility criteria set forth in this RFP, with a maximum of two (2) such replacements permitted throughout the Concession Period.

d) No change in the shareholding or ownership of the SPV shall be permitted between the date of SPV incorporation and the achievement of the Commercial Operation Date (COD).

In case the Bidder is a Consortium, it shall, in addition to forming SPV, comply with the following additional requirements:

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

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

c. Members of the Consortium shall nominate one member as the lead member (the "Lead Member").

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

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

f. The members of the Consortium shall form an appropriate SPV to execute the Project.

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

   i. Convey the intent to form a SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and

subsequently perform all the obligations of the Bidder in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium.

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

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

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

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

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

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

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

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 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 as per Annexure XV. For Foreign Bidders, an equivalent authorized professional or a Certified Public Accountant (CPA) in the bidder's jurisdiction.

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

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

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

2.3 Number of Bids and Cost thereof

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

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

2.4 Site Visit and Verification of Information

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

2.5 Acknowledgement by Bidder

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

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

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

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

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

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

a. at any time, a material misrepresentation is made or uncovered, or
b. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

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

i. invite the remaining Bidders to match the lowest Bidder/ submit their Bids in accordance with the RFP; or
ii. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.6.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, that one or more of the eligibility and/ or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the LOA or 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 Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under this RFP, the Bidding Documents, the Concession Agreement or under applicable law.

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

B. Documents

2.7 Contents of the RFP

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

1. Volume – I: Invitation for Bids

Section 1: Introduction

Section 2: Instructions to Bidders

Section 3: Opening and Evaluation of Financial Bids

Section 4: Fraud & Corrupt Practices

Section 5: Pre-bid meeting

Section 6: Miscellaneous

Annexures

I. Letter comprising the Bid
II. Details of the Bidder
III. Experience Details
IV. Annual Turnover Certificate
V. Net worth Certificate
VI. Statement of Legal Capacity
VII. Power of Attorney for signing the bid
VIII. Power of Attorney for Lead Member of Consortium, in case of Consortium bid.
IX. Joint Bidding Agreement.
X. Certificate
XI. Declaration form
XII. Clarification of RFP document format
XIII. Project Information
XIV. Undertaking for Land Border Clause
XV. Format of certificate from the statutory auditor for certifying an Associate
XVI. MoU between the Core Sector Developer and Technology Provider

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

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

2.8 Clarifications

2.8.1 Bidders requiring any clarification on the RFP may notify the Authority in writing or by e-mail in accordance with Clause 1.2.12 They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the

Bid Due Date. The responses will be uploaded on the appropriate website (**https://tntenders.gov.in**).

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

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

2.9 Amendment of RFP

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

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

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

C. Preparation and Submission of the Bids

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

2.10 Language

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

2.11 Submission of bid

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

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

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

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

2.12 Uploading of bid

2.12.1 Technical bid:

a. Letter in the prescribed format (Annexure-I) along with Annexures and supporting documents.
b. Details of the bidder as per Annexure-II
c. Details of eligible projects/ experience as per Annexure-III A & B along with copies of supporting documents, and experience certificates apostille at foreign origin, if any;
d. Annual turnover certificate (as per Annexure – IV) along with Annual Report/ certified copies of Balance Sheet, Profit & Loss statement for the last three financial years preceding the Bid Due date i.e., 2022-23, 2023-24 and 2024-25.
e. Net worth certificates as of the end of the preceding financial year duly certified by Chartered Accountant as per Annexure V.
f. State of legal capacity as per Annexure-VI.
g. Power of Attorney for signing the Bid as per the format at Annexure-VII. if applicable, the Power of Attorney for Lead Member of Consortium as per the form at Annexure – VIII.
h. Copy of the Joint Bidding Agreement, in case of a Consortium, substantially in the format at Annexure-IX.
i. Declaration for not having blacklisted either by Madurai Corporation or by any other Govt. agencies/ urban local body/ govt. institutions (as per Annexure-X).
j. Declaration for not having tampered the RFP documents downloaded from the website www.tntenders.gov.in (Annexure-XI).
k. Documents in response to fulfilment of Technical and Financial Eligibility criteria.
l. Copy of Memorandum and Articles of Association of the Single Bidder or all members of the Consortium
m. Proof of experience in installation, operation and maintenance of Waste-to-Energy Plant as per clause 2.2.2 (b).
n. Copy of Certification of Incorporation of the Bidder/Consortium Members.
o. Notarized translated English version of the documents in a language other than English if any
p. If applicable, MoU between the Core Sector Developer and Technology Provider as per (Annexure – XVI)

2.12.2 Financial Bid:

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

2.13 Bid Due Date

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

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

2.14 Late submission of Bids

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

2.15 Modifications/ substitution/ withdrawal of Bids

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

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

D. Evaluation of Technical bid

2.16 Opening and Evaluation

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

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

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

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

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

2.16.6 If any information furnished by the Bidder w.r.t. its past experience, is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the respective project for evaluation under Eligible Projects.

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

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

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

2.17 Confidentiality

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

2.18 Tests of responsiveness

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

a. it is received as per format at Annexure-I.
b. it is received within the Bid Due Date including any extension thereof pursuant to Clause 2.13.2.
c. it is accompanied by the Power of Attorney as specified in Clause 2.2.4, and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.5 (c).
d. It includes the Details of the Bidder (Annexure-II) and the Statement of Legal Capacity (Annexure-VI).
e. it contains all the information and documents (complete in all respects) as requested in this RFP specific for fulfilling technical and financial eligibility.
f. it contains information in formats same as those specified in this RFP.
g. it is accompanied by the Joint Bidding Agreement (for Consortium), specific to the Project, as per Annexure IX.
h. It includes the Declaration for Not-Blacklisted (Annexure-X) and the Declaration Form (Annexure-XI) regarding document integrity.
i. If applicable, MoU between the Core Sector Developer and Technology Provider as per (Annexure – XVI).
j. it does not contain any conditions or qualification.

k. it doesn't contain any disclosure with respect to the Financial Bid
l. It is accompanied by the bid security as mentioned in this RFP and
m. it is not non-responsive in terms hereof.

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

2.19 Clarifications

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

2.19.2 If the Bidder does not provide clarifications sought under Clause 2.19.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

E. Qualification of Technical Bids

2.20 Qualification and notification

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

F. BID SECURITY

2.21 Bid Security

2.21.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 1.2.5 hereinabove in the form of e - Bank Guarantee issued by Nationalized bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. one thousand crore), (the "Bank Guarantee") and having a validity period of not less than 180 (one hundred and eighty) days from the Bid Due Date and a claim period of 30 (thirty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time.
The bidder can generate the e-BG challan through tntenders portal in the following 10 banks e-BG's in favors of tntenders portal (https://tntenders.gov.in).

1. Bank of Baroda
2. Canara Bank
3. HDFC Bank

4. ICICI Bank
5. Indian Bank
6. Indian Overseas Bank
7. Karur Vysya Bank
8. Punjab National Bank
9. State Bank of India
10. Union Bank of India
11. City Union Bank
12. South Indian Bank

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

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

2.21.3 Save and except as provided in Clauses 1.2.5, the Bid Security of Unsuccessful Bidders will be returned by the Authority, without any interest, as per Clause 1.2.5.

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

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

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

a. If a Bidder submits a non-responsive Bid; Subject however that in the event of encashment of Bid Security occurring due to operation of para 2.21.6 (a), the Damage so claimed by the Authority shall be restricted to 5% of the value of the Bid Security.

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

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

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

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

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

Signature of the Bidder with Seal

3. Opening and Evaluation of Bids

3.1 Opening of Financial Bids

The Authority shall open the financial bids of the technically qualified Bidders online. The qualified Bidders will be informed accordingly.

3.2 Selection of bidder

3.2.1 The Financial Bids would then be ranked in ascending order of the financial bid parameter. The Bidder quoting the lowest first year tariff for the Project shall be ranked as L1 and the Bidder quoting the second lowest first year tariff shall be ranked L2 and so on.

3.2.2 The bidder ranked First in accordance with the above procedure would be declared as the successful bidder (the “Selected Bidder”). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

3.2.3 In the event that, the quote sharing offered by two or more Bidders is same (the "Tie Bids"), the authority shall ask the tied Bidders to provide their best and final offer of the Financial Proposal in a sealed cover and the Bidder, whose quote is lowest shall be adjudged the Selected Bidder. In case tie still persists, the selected bidder shall be identified by draw of lots, which shall be conducted, with prior notice, in the presence of the tied bidders or their representatives who choose to be present.

3.2.4 Authority may negotiate with the L1 as per the Tamil Nadu Transparency in Tenders (Public Private Partnership Procurement) Rules, 2012, for a further improvement of the lowest First year Tariff provided that there shall be no negotiation on or changes to the provisions of the draft Concession Agreement.

3.2.5 If the L1 identified in accordance with sub-Article 3.2.1 is rejected in accordance with Clause 2.6.3 or withdraws, the Authority may, in the second round of bidding invite all the remaining Tenderers to revalidate or extend their respective Bid Security, as necessary, and match the financial bid of the aforesaid L1 Bidder.

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

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

3.2.8 Prior to signing of Concession Agreement, the successful bidder shall submit an unconditional and irrevocable bank guarantee for **an amount equal to INR 25,00,00,000 (Rupees Twenty-Five Crores)** as Performance Security. Until the Performance Security has been submitted to the Authority, the bid security shall remain in force and effect, and upon the submission of Performance Security, the Authority's Representative shall release the Bid Security to the Concessionaire. Notwithstanding anything to the contrary in this agreement, in the event that the Performance Security is not provided by the Concessionaire on or before the execution of Concession Agreement, the Authority may encash the Bid Security and appropriate the proceeds thereof as damages, and all rights, privileges, claims and entitlements of the Concessionaire under or arising out of the LOA shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire.

The Performance Security shall remain in force until the O&M Performance Security is submitted in accordance to the Concession Agreement. The Performance Security shall be issued by any Indian Scheduled Commercial Bank.

3.3 Contacts during Bid Evaluation

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

3.4 Bid Parameter

The Project shall be awarded to the Qualified Bidder who quotes the lowest First year Tariff for the sale of electricity to the TNPDCL generated from the Project Facility. Bidders shall submit their financial proposals via the e-Procurement Portal, quoting the First year Tariff in Indian Rupees (INR) per kWh. The Quoted First year Tariff must be specified up to exactly 2 (two) decimal places. This Quoted First year Tariff shall serve as the sole criteria for the evaluation of Financial Bids and, upon selection, shall be subject to formal approval of the authority and adoption by the Tamil Nadu Electricity Regulatory Commission (TNERC).

The First year Tariff quoted shall be the First year Tariff for the First Financial Year. The First year Tariff will be split into two components (i) fixed component (60%) and; (ii) variable component (40%) as follows:

i) Fixed Component shall be reduced at 2% every Financial Year during the Concession Period

ii) Variable component indexed to Wholesale Price Index (WPI) during the Concession Period

Below table illustrates the calculation of both fixed and variable components of the Payable Tariff.

Financial Year	**Payable indexed fixed tariff (TFi) in INR/kWh**	**Payable indexed variable tariff (TVi) in INR/kWh**	**Payable Tariff (TFi + TVi) in INR/kWh**
1	$T_{F1} = T_1 * 0.6$	$T_{V1} = T_1 * 0.4$	$T_1 = T_{F1} + T_{V1}$
2	$T_{F2} = T_{F1} * (1-(2\% * D/365))$	$T_{V2} = [T_{V1} *[1+ (WPI_1 - WPI_0) /WPI_0) * D/365)]$	$T_2 = T_{F2} + T_{V2}$
i= 3 to 27	$T_{Fi} = T_{Fi-1} * (1-2\%)$	$T_{Vi}=[T_{Vi-1}*[1+((WPI_{i-1}-WPI_{i-2})/WPI_{i-2})]$	$T_i = T_{Fi} + T_{Vi}$

T_1: Tariff quoted, negotiated and determined for the Financial Year

D is the number of days in the period beginning on the Commercial Operation Date and ending at 12.00 midnight on the following March 31.

[1]WPI_i shall mean the Wholesale Price Index (WPI) for all commodities for the Financial Year i, where 0<=i<=28 and revision shall be done annually on the start of each Financial Year to reflect the variation in WPI.

Illustration:
Say, T_1 = INR 6/kWh and COD is 1st October 2021
Therefore, D = 183 days

The table shows the WPI for all commodities during the following Financial Year

Year	**Year 0** FY 2020-21	**Year 1** FY 2021-22	**Year 2** FY 2022-23	**Year 3** FY 2023-24	**Year 4** FY 2024-25	**Year 5** FY 2025-26
WPI	123.40	139.40	152.50	151.40	154.90	
$[(WPI_{i-1}-WPI_{i-2})/WPI_{i-2}]$	-	-	0.130	0.094	-0.077	0.023

The values are shown for illustrative purposes only.
Considering the above-mentioned WPI values, the Payable Tariff in the following Financial Years are calculated as follows:

[1] As published by Office of the Economic Adviser (http://www.eaindustry.nic.in/display_data.asp)

FY	Payable indexed fixed tariff (TFi) in INR/kWh	Payable indexed variable tariff (T_{Vi}) in INR/kWh	Payable Tariff (TFi+TVi) in INR/kWh
1	TF_1=6*60%=3.6	TV_1=6*40%=2.4	T_1=6.00
2	TF_2=3.6*(1-2%*183/365) =3.56	TV_2=2.4*[1+(139.40-123.40)/123.40) *183/365)] =2.556	T_2=6.11
3	TF_3=3.564*(1-2%) =3.49	TV_3=2.556*[1+(152.50-139.40)/139.40)] =2.79	T_i=6.28

Any incentives (excluding VGF component) announced by Central/State Government for WtE projects applicable for the Project shall be passed on to the Authority.

3.5 Viability Gap Funding

The SPV set up by the selected Bidder shall also be paid a capital grant ("Grant") as viability gap funding (VGF) by Authority. The Authority has fixed a VGF of Rs. **125 (One Hundred Twenty Five) crores** which shall be disbursed to the Concessionaire in accordance with clause 22.3 of concession agreement.

4. Fraud and Corrupt Practices

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

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, is found 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 or the Government of Tamil Nadu 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 (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession

Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

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

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

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

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

5. Pre-bid Meeting

5.1 There will be a Pre-bid meeting on Date 04.03.2026 at 3.00PM at Madurai Corporation, – Aringar Anna Malligai, Thallakulam, Madurai 625 002 during which the prospective Bidders can get clarifications about the RFP. A maximum of two representatives of each Bidder shall be allowed to participate in-person or virtually. A video conferencing link for the pre-bid meeting will also be made available on the TN Tenders website (https://tntenders.gov.in).

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

5.3 The Bidders are advised to check https://tntenders.gov.in for up-to-date information like change in date/ venue etc., of pre-bid meeting as the Authority may not be able to identify and communicate with the prospective bidders at this stage. Non-attendance of pre-bid meeting will not be a cause for disqualification of the bidder and it shall be presumed that the bidder does not require any clarification.

6. Miscellaneous

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

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

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

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

Annexure I - Letter Comprising the Bid

From,
Name:

Address:

Ph:

E-mail:

To,

The Commissioner,
Madurai Corporation
Aringar, Anna Malligai
Thallakulam, Madurai 625 002

Sub: Bid for Selection of Concessionaire for Establishment of Municipal Waste-to-Energy Facility at Vellakkal, Madurai on Cluster Basis for Madurai Corporation & Other Participating ULBs under Design, Build, Finance, Operate and Transfer (DBFOT) Model on PPP Mode.

Dear Sir/Ma'am,

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

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

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

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

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

Signature of the Bidder with Seal

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

7. I/We declare that:

    a. I/We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority; and
    b. I/We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFP document; and
    c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any bid or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
    d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 5 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
    e. The undertakings given by us in response to the RFP for the Project were true and correct as on the date of making the bid and are also true and correct as on Bid Due Date and I/we shall continue to abide by them.

8. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16.5 of the RFP document.

9. I/We declare that we/our Consortium satisfy the Net Worth and Turnover criteria and meet(s) all the requirements as specified in the RFP document. We certify that our Net worth is Rs. …….. (Rs.in words) as of the end of the preceding financial year and Average Annual Turnover is Rs. …….. (Rs. in words) from eligible projects in the last three financial years preceding the Bid Due Date

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

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

Signature of the Bidder with Seal

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

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

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

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

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

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

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

19. The Selected Bidder shall hold 100% (one hundred percent) of the subscribed and paid-up equity and voting rights until the 5th (fifth) anniversary of the Commercial Operation Date (COD). Thereafter, must maintain at least 26% (twenty-six percent) of the equity and voting rights until the end of the Concession Period.

    The Consortium members shall cumulatively hold 100% (one hundred percent) of the subscribed and paid-up equity and voting rights in the Concessionaire from the date of incorporation until the 5th (fifth) anniversary of the COD. From the 6th (sixth) year the Technical Member (the entity showcasing Technical eligibility as per the clause) must continue to hold at least 26% (twenty-six percent) of the equity and voting rights till the end of the Concession Period.

    In case the Bidder/ Consortium is a Core sector developer in agreement with a Technology provider, the core sector bidder shall hold 100% (one hundred percent) of the subscribed and paid-up equity and voting rights in the Concessionaire from the date of incorporation until the 5th (fifth) anniversary of the COD. From the 6th (sixth) year the Core Sector Developer (the entity showcasing core sector eligibility) must continue to hold at least 26% (twenty-six percent) of the equity and voting rights till the end of the Concession Period. The core sector bidder shall retain the Technology provider whose technical capacity was considered for the

bid until the 5th Anniversary of the COD through a legally binding agreement. Thereafter the Technology Provider may be replaced by an entity satisfying the Technical eligibility as per this RFP through a legally binding agreement, with a maximum of two replacements throughout the concession period.

20. 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 Bidder, or in connection with the selection/ Bidding Process itself, in respect of the abovementioned Project and the terms and implementation thereof.

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

22. 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.

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

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

25. The First year Tariff 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 careful assessment of the site and all the conditions that may affect the cost, implementation and operation of the Project.

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

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

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

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

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

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

Yours faithfully,

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

Omit if the Bidder is not a Consortium.

Annexure II - Details of the Bidder

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

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

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

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

5. In case of a Consortium:

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

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

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

Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, CM means Consortium Member.

Signature of the Bidder with Seal

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

S. No.	Criteria	Yes	No
1.	Has the Bidder / constituent of the Consortium been barred by the Central/ State/ UT Government, or any entity controlled by them, from participating in any Project?		
2.	For foreign bidders, this applies to debarment by any government authority in their jurisdiction of incorporation or any country where they have significant operations.		
3.	Additionally, has the member been: (a) Declared as a Non-Performing Asset (NPA) by Banks/Financial Institutions in India, or be in 'Default' or 'Insolvency' (as per the respective jurisdiction's laws) as on the RFP issue date; (b) Debarred by the United Nations or any Multilateral Development Bank (MDB); (c) Subject to any sanctions imposed by the Office of Foreign Assets Control (OFAC) or similar international bodies.		
4.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
5.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

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

(Attach extra sheets, if necessary)

Signature of the Bidder with Seal

Annexure III (A1) – CONSOLIDATED SUMMARY OF WtE PROJECT EXPERIENCE

Consolidated Summary of Experience of WtE projects in the last ten (10) financial years							
S. No.	**Name of the Project**	**Location of the Project**	**Client Name**	**Particulars**	**Project Capacity in TPD**	**Commissioning Date**	**Is the Project Facility operational as on the date of issue of the RFP?**
1							
2							
3							

Signature of the Bidder with Seal

Annexure III (A2) – FORMAT FOR WtE PROJECT EXPERIENCE

For Experience in Waste to Energy facility by developer, operator or technology provider

1	Name of the Project		
2	Project Location (Latitude/Longitude)		
3	Name of the Client for which the project was constructed/ developed		
4	Scope of Project		
5	Contract Commencement Date		
6	If Party in an unincorporated JV, specify percentage of participation in the project	[insert total contract amount/ value]	[insert percentage of total amount expended/ received by Bidder/ Member]
7	Whether credit is being taken for the experience of an Associate (Yes/ No)		
	i. Payment made or received for construction, or ii. Payment made or received for operation, or iii. Payment received as revenue from the client or tariff from Discom		
8	Design Parameters	Waste Quantity throughput- TPD:	
		Project Capacity- in TPD and MW	
		Net Calorific Value- Kcal/Kg	
9	Commercial Operation Date (COD)		
10	Number of years of continuous successful operation in accordance with the relevant contract (from Month/ Year to Month/ Year):		
11	Performance average of [365 (three hundred and sixty-five] consecutive days preceding the Bid Due Date	Average throughput- TPD	
		Average Units of Power Evacuated- million units:	
12	Type of Incinerator		
13	Brief description of the technology		
14	Details of Equipment Supplied	Grate	

Signature of the Bidder with Seal

		Boiler	
		Turbine	
		Generator	
		Flue Gas Treatment	
		Other	
15	Compliance to the Emission Standards viz EU, US-EPA, India-MoEFCC		
16	State Whether WtE Plant/ project operational for at least 12 months prior to Bid due date and is functional as on the bid due date. (Yes/ No). Bidder need to furnish the necessary documentary proof.		

Particulars	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 6**	**Year 7**	**Year 8**	**Year 9**	**Year 10**
Operation status since commissioning of WtE Plant (in % of total capacity)										

*****Year 1 corresponds to the financial Year 10 years preceding the bid due date and Year 10 correspond to the financial year 1 year proceeding the bid due date.

Note: Detail of each WtE plant/ project to be furnish separately by the bidder in the above format.

For and on behalf of:

Name of the person:

Signature:
(Authorised representative and signatory)

Designation:

Annexure III (B1): CONSOLIDATED SUMMARY OF CORE SECTOR PROJECT EXPERIENCE

Consolidated Summary of Core Sector Projects in the last ten (10) financial years				
S. No.	**Name of the Project**	**Particulars**	**Project Cost**	**Amount paid or received**
1				
2				

Signature of the Bidder with Seal

Annexure III (B2) – FORMAT FOR EXPERIENCE DETAILS

For Experience in Core Sector projects

1	Name of the Project		
2	Project Location (Latitude/Longitude)		
3	Name of the Client for which the project was constructed/ developed		
4	Project Cost		
	Payment made or received for construction or development		
5	Scope of Project		
6	Contract Commencement Date		
7	Commercial Operation Date (COD)		
8	If Party in an unincorporated JV, specify percentage of participation in the project	[insert total contract amount/ value]	[insert percentage of total amount expended/ received by Bidder/ Member]
9	Whether credit is being taken for the experience of an Associate (Yes/ No)		
10	Amount paid or received towards the construction or development of a single project (Certified by the Chartered Accountant)		

Note: Detail of each core sector project to be furnished separately by the bidder in the above format.

For and on behalf of:

Name of the person:

Signature:
(Authorised representative and signatory)

Designation:

Annexure IV - ANNUAL TURNOVER CERTIFICATE

The Annual turnover of M/s ..... for the last three financial years preceding Bid Due Date are given below and certified that the statement is true and correct.

S. No.	Year	Turnover (INR in crores)
1.	2022-23	
2.	2023-24	
3.	2024-25	
	Total	
Average annual turnover		

DATE :

SIGNATURE OF THE BIDDER

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

Instructions:

1*) The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Application Due Date. The financial statements shall: a) reflect the financial situation of the Bidder or Consortium Members. b) be audited by a statutory auditor. c) be complete, including all notes to the financial statements; d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be accepted). and e) The data point of the financial state (i.e. source of data to be highlighted).*
*2) In case of the **foreign bidders**, annual financial statements containing explicitly the requisite details are to be provided, a separate certification by statutory auditors or equivalent in their respective country, would in the above format will be necessary. In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under this RFP.*
(4) For conversion of other currencies into Indian Rupees (INR), kindly refer to published RBI exchanges rate as on the date of issue of RFP.

Annexure V - NETWORTH CERTIFICATE

The Net Worth of M/s ..... for the last financial years preceding Bid Due Date is given below and certified that the statement is true and correct.

Bidder Type	Member Name	Net worth (as defined in this RFP) (INR in crores)
Single Entity Bidder		
Consortium Member 1		
Consortium Member 2		

Name of the Chartered Account issuing the certificate
Name of the Firm:

Seal of Chartered Accountant Firm:

(Signature, name and designation of the authorized signatory for the Firm)
UDIN Number: …..

Instructions:

1) *A Bidder consisting of a single entity should fill in details as per the row titled Single Entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single Entity Bidder may be ignored.*
2) *The Bidder shall have a minimum net worth of INR 125 Crores as of the end of the preceding financial year. In case of consortium, the Net Worth criteria may be met by any one of the Consortium Members individually or jointly by both the Consortium Members.*
3) *For conversion of other currencies into Indian Rupees (INR), kindly refer to published RBI exchanges rate as on the date of issue of RFP.*
4) *In case of the foreign bidders, annual financial statements containing explicitly the requisite details are to be provided, a separate certification by statutory auditors or equivalent in their respective country, would in the above format will be necessary. In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under this RFP.*

Annexure VI - Statement of Legal Capacity

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

Ref.
Date:

To,
The Commissioner,
Madurai Corporation
Aringar, Anna Malligai
Thallakulam, Madurai 625 002

Dear Sir/Ma'am,

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

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

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of…….

* Please strike out whichever is not applicable.

Signature of the Bidder with Seal

Annexure VII - Power of Attorney for Signing of Bid

(Refer Clause 2.2.4)

Know all men by these presents, We……. (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), …… son/daughter/wife of…… and presently residing at ……., who is presently employed with us/ the Lead Member of our Consortium and holding the position of……. , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for Selection of a Concessionaire for establishment of Waste-to-Energy Facility (WtE) including Scientific Landfill (SLF) Facility for Madurai Cluster based on Municipal Solid Waste at Madurai Corporation under PPP Mode on Design, Build, Finance, Operate and Transfer (DBFOT) Basis for a period of 30 years , Madurai Corporation (the "Authority") including but not limited to signing and submission of all Bids and other documents and writings, participate in Pre-bids and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

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

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

For…….

(Signature, name, designation and address)

Signature of the Bidder with Seal

Witnesses:
1.

2.

Notarized

Accepted

……

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

Notes:

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

Annexure VIII - POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(Refer Clause 2.2.4)

Whereas Madurai Corporation (the "Authority") has invited Bids from interested parties for Selection of a Concessionaire for establishment of Waste-to-Energy (WtE) Plant including Scientific Landfill (SLF) for Madurai Cluster, based on Municipal Solid Waste at Madurai under PPP mode on DBFOT basis for a period of 30 years.

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

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

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

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

Signature of the Bidder with Seal

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

Witnesses:
1.

2.
……
(Executants)

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

Notes:

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

Annexure IX - JOINT BIDDING AGREEMENT

(Refer Clause 2.2.5 (g))

(To be executed on Stamp paper of appropriate value)

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

AMONGST

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

AND

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

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

WHEREAS

(A) Madurai Corporation, having its office at Aringar, Anna Malligai, Thallakulam, Madurai 625 002 - (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the Bids") by its Request for Proposal No. …… dated …… (the "RFP") for pre-qualification and short-listing of Bidders for Selection of a Concessionaire for establishment of Waste-to-Energy (WtE) Plant including Scientific Landfill (SLF) for Madurai Cluster, based on Municipal Solid Waste at Madurai under PPP mode on DBFOT basis for a period of 30 years.

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

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

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

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

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

3. Covenants

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

4. Role of the Parties

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

4.1 Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the date of signing of Concession Agreement when all the obligations of the SPV shall become effective;

4.2 Party of the Second Part shall be the "Other Member"

5. Joint and Several Liability

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

6. Shareholding in the SPV

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

First Party:

Second Party:

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

6.3 The Parties undertake that:

A. The Selected Bidder shall hold 100% (one hundred percent) of the subscribed and paid-up equity and voting rights until the 5th (fifth) anniversary of the Commercial Operation Date (COD). Thereafter, must maintain at least 26% (twenty-six percent) of the equity and voting rights until the end of the Concession Period.

B. The Consortium members shall cumulatively hold 100% (one hundred percent) of the subscribed and paid-up equity and voting rights in the Concessionaire from the date of incorporation until the 5th (fifth) anniversary of the COD. From the 6th (sixth) year the Technical Member (the entity showcasing Technical eligibility as per the clause) must continue to hold at least 26% (twenty-six percent) of the equity and voting rights till the end of the Concession Period.

C. In case the Bidder/ Consortium is a Core sector developer in agreement with a Technology provider, the core sector bidder shall hold 100% (one hundred percent) of the subscribed and paid-up equity and voting rights in the Concessionaire from the date of incorporation until the 5th (fifth) anniversary of the COD. From the 6th (sixth) year the Core Sector Developer (the entity showcasing core sector eligibility) must continue to hold at least 26% (twenty-six percent) of the equity and voting rights till the end of the Concession Period. The core sector bidder shall retain the Technology provider whose technical capacity was considered for the bid until the 5th Anniversary of the COD through a legally binding agreement. Thereafter the Technology Provider may be replaced by an entity satisfying the Technical eligibility as per this RFP through a legally binding agreement, with a maximum of two replacements throughout the concession period.;

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

7. Representation of the Parties

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

a. Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

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

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

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

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

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

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

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force for the entire duration of the Project in case the Project is awarded to the Consortium. However, in case the Consortium is not selected for award of the Project, the agreement will stand terminated upon return of the Bid Security as per the RFP.

9. Miscellaneous

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

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

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

SIGNED, SEALED AND DELIVERED For and on behalf of LEAD MEMBER by: by: (Signature) (Name) (Designation) (Address)	SIGNED, SEALED AND DELIVERED For and on behalf of SECOND PART and Third Part (Signature) (Name) (Designation) (Address)

In the presence of:

1. 2.

Notes:

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

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

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

Annexure X – Declaration for not-blacklisted

(on the letterhead of the Bidder)

Date: _____

Certified that M/s...../ the firm /company is not blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.

SIGNATURE OF THE BIDDER
(with seal and address)

Note : Annexure-IX shall be submitted by all consortium partners including Lead Member

Annexure XI - Declaration Form

Date: _____

a) I/We …… having our office at ……. do declare that I/We have carefully read all the conditions of RFP floated by Madurai Corporation vide tender ref.no. _____ for the Selection of a Concessionaire for establishment of Waste-to-Energy (WtE) Plant including Scientific Landfill (SLF) for Madurai Cluster, based on Municipal Solid Waste at Madurai under PPP mode on DBFOT basis for a period of 30 years.

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

SIGNATURE OF THE BIDDER
(with seal and address)

Signature of the Bidder with Seal

Annexure XII - Clarification on RFP Document Format

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

SIGNATURE OF THE BIDDER
(with seal and address)

Annexure XIII – UNDERTAKING FOR LAND BORDER CLAUSE

Undertaking with respect to Compliance of Restrictions for Countries which shares land border with India – as stipulated by Gov. of India

(On Company Letter Head, to be signed by the duly authorized Person)

Date:

Tender No.
Title of Tender

To,

The Commissioner,
Madurai Corporation
Aringar, Anna Malligai
Thallakulam, Madurai 625 002

Dear Sir/Madam,

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

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

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

Name and Signature of the Authorized Signatory

Note:

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

**Validity of Registration:

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

Annexure XIV-FORMAT OF CERTIFICATE FROM THE STATUTORY AUDITOR FOR CERTIFYING AN ASSOCIATE

Based on the authenticated record of …… [***insert name of the Bidder/Member/Associate***], this is to certify that [more than 50% (fifty per cent) of the voting shares of …… [***name of the Bidder/Member/Associate***] is held, directly or indirectly, by …….. [***name of Bidder/ Member/Associate***].

By virtue of the aforesaid, the latter exercises control over the former, who is an Associate. [And/or] […… [***name of Bidder/Member/Associate***] has the power, directly or indirectly, to direct or influence the management and policies of ….. (***Bidder/Member/Associate***) by operation of law, contract or otherwise]. By virtue of the aforesaid, the former exercises control over the latter, who is an Associate.]

[And/or]

[This is to certify that more than 50% (fifty per cent) of the voting shares of…….[***name of Bidder/Member/***Associate] and more than 50% (fifty per cent) of the voting shares of…..[***name of Bidder/Member/Associate***] are held directly or indirectly by…..[***name of Bidder/Member/Associate***]. Based on the above [***name of Bidder/Member/***Associate] and [***name of Bidder/Member/***Associate] are Associates by virtue of being under the common Control of the same Person.]

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the shareholding of the Bidder/Member and its Associate. In the event that Control is exercised by operation of law, the relationship may be suitably described and similarly certified herein.}

Name of the auditor: Seal of the auditor: Signature:
Name:
Membership Number: Designation:
Date:

Annexure XV - Bank Guarantee for Bid Security

B.G. No. Dated:

1. In consideration of you, THE FINANCE DEPARTMENT PROCUREMENT CELL GOVERNMENT OF TAMILNADU (e-mail ID – finebgtntenders@tn.gov.in) (contact Number – 044 – 25679739) on behalf of Madurai Corporation (MC), (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ……(a Company registered under Companies Act, 1956/2013) and having its registered office at ……. (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder") which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for Establishment of Municipal Waste-to-Energy Facility at Vellakkal, Madurai on Cluster Basis for Madurai Corporation & Other Participating ULBs under Design, Build, Finance, Operate and Transfer (DBFOT) Model on PPP Mode, (hereinafter referred to as "the Project") pursuant to the RFP Document dated_____ issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at ……. and one of its branches at _____(hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs.********(Rupees *********) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ********(Rupees *********).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and Eighty) days from the Bid Due Date and a claim period of 30 (thirty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

Signature of the Bidder with Seal

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Bank along with branch address and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to ********(Rupees *********). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before *** (indicate date falling 180 days after the Bid Due Date).

14. This guarantee shall also be operatable at our …… branch at ……., from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

Signed and Delivered by ……
Bank

By the hand of Mr./Ms

(Signature of the Authorised Signatory)
(Official Seal)

APPENDIX XVI - EXCLUSIVE MEMORANDUM OF UNDERSTANDING (the "MoU")

(to be executed on the Rs.100 or equivalent stamp paper)

This exclusive MoU is entered into on this the …… day of ……., 20…….

AMONGST

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

AND

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

The above-mentioned parties of the First Part and Second Part are collectively referred to as the "Parties" and each is individually referred to as a "Party".

WHEREAS

A. Madurai Corporation, an Urban Local Body under the administrative control of the Directorate of Municipal Administration (DMA), Government of Tamil Nadu represented by its Commissioner having its principal office at Aringar, Anna Malligai, Thallakulam, Madurai 625 002 (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the "Bid") by its Request for Proposal No. …… dated …… (the RFP") (the "Project") through Public Private Partnership.

B. The Party of the Second Part is interested in bidding for the Project meeting technical qualification of the RFP based on the technology and experience of the Party of the First Part as OEM/Technology Provider and in accordance with the terms and conditions of the RFP document under the Clause 2.2.2 (b) (i) and other bid documents in respect of the Project, and

C. It is a condition under the RFP document that the Bidder (being the Party of the First Part solely, or a consortium in which the Party of the First Part is a constituent), or any one member of the consortium in which the Bidder is a constituent member, shall enter into an exclusive Memorandum of Understanding with the party meeting the criteria for Technical Qualification as specified in the RFP and furnish a copy thereof along with the Bid.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions and Interpretations

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

2. Memorandum of Understanding

   2.1. The Parties do hereby irrevocably bind themselves for the purposes of participating in the Bidding Process for the Project together as agreed herein.

   2.2. The Parties hereby undertake to participate in the Bidding Process only through this exclusive MoU and not individually, either directly or indirectly or through any of their Associates.

3. Covenants

   3.1. The Party of the Second Part hereby undertakes that in the event the Bidder is declared the Successful Bidder and awarded the Project, it shall incorporate the Special Purpose Vehicle (the SPV) under the Indian Companies Act, 1956/2013 registered at Chennai and shall enter into a Concession Agreement with the Authority for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

   3.2. The First Party shall enter into a separate Agreements with the SPV as approved by the Authority with regards to provision of Technology, commissioning, operating etc., of the WtE plant as defined in the MoU at the Bidding stage.

4. Role of the Parties

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

   a) The Party of the First Part shall design, engineer, supply, fabricate, construct, commission, operate and perform O&M for a minimum period of five (5) years post-COD, including all incidental duties, as per a separate agreement. Failure to complete this five-year term shall constitute a Concessionaire Event of Default under Article 31 of the DCA. All such activities, including the selection and deployment of the Proposed Technology (as defined in Clause 1.1.152 of DCA), shall strictly satisfy and comply with the Scope of the Project (Article 2 of DCA), the Development Requirements (Schedule B of DCA), and the Technical Specifications (Schedule G of DCA). During the O&M period, the Party of the First Part further warrants that the facility shall be operated in accordance with the O&M Standards (Article 18 of DCA) and shall consistently achieve the Key Performance Indicators (KPIs) as set forth in Article 21 and Schedule B, Annexure F of DCA.

   b) Party of the Second Part shall be responsible for financing; obtaining consent & clearance; carrying out civil works pertaining to the site as per the instruction of OEM/Technology supplier; coordination with Authority and all such duty as incidental thereto and generally responsible towards the Authority for all matters connected with the execution of the Project in accordance with the terms of the RFP.

5. The Party of the First Part not as a Bidder

   Notwithstanding anything to the contrary provided in the RFP or the Concession Agreement, the Party of the First Part shall not be a party in the consortium comprising the Bidder and shall not undertake any joint and several liability in any manner whatsoever towards the Authority, the Party of the Second Part or the Bidder in connection with the RFP or the Concession Agreement. The obligations and liabilities of the Party of the First Part towards the Bidder or the Party of the Second Part shall be governed by agreements, as per the Clause 3.2 of this MoU.

6. Delete

7. Representation of the Parties

   Each Party represents to the other Parties as of the date of this exclusive MoU 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 exclusive MoU;

   b) The execution, delivery and performance by such Party of this exclusive MoU has been authorized by all necessary and appropriate corporate or Governmental action and a copy of the extract of the charter documents and Board Resolution/ Power of Attorney in favour of the person executing this exclusive MoU for the delegation of power and authority to execute this exclusive MoU is annexed to this MoU, and shall not, to the best of its knowledge:

      i. require any consent or approval not already obtained;
      ii. violate any Applicable Law presently in effect and having applicability to it;
      iii. violate the memorandum and articles of association, by- laws or other applicable organizational documents thereof;
      iv. iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, 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 exclusive MoU; and

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

8. Termination

   This exclusive MoU shall be effective from the date hereof and shall continue in full force and effect until the Agreement as per Clause 3.2 is signed by both the Parties. However, in case the Party of the Second Part or any consortium of the Party comprising of the Second Part fails to meet the qualification criteria for the Project, or does not get selected for award of the Project, or the Project is abandoned/awarded by the Authority to any other party in which the Party of the Second Part is not a constituent, or any of the Parties hereto have become insolvent or enter into receivership, then this exclusive MoU shall stand terminated, as the case may be.

9. Miscellaneous

   i. This exclusive MoU shall be governed by laws of India.
   ii. The Parties acknowledge and accept that this exclusive MOU 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 EXCLUSIVE MEMORENDUM OF UNDERSTANDING AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For and on behalf of

SIGNED, SEALED AND DELIVERED For and on behalf of

Signature of the Bidder with Seal

FIRST PART by:

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

SECOND PART by:

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

In the presence of:

1.

2.

Notes:

1) The mode of the execution of the MoU 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 MoU should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favor of the person executing this MoU for the delegation of power and authority to execute this MoU.
3) For an exclusive MoU 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.