NagercoilCity Municipal Corporation

Balamore Road, Nagercoil, Kanyakumari District - 629 001

RFP REFERENCE Roc. No. E3/3259/2024 dated 10.09.2026

Request For Proposal (RFP)

Selection of a Concessionaire for establishment of40TPD Municipal Solid Waste-based Bio-CNG Plant at Nagercoil under PPP Mode on Design, Build, Finance, Operate and Transfer (DBFOT) Basis

Date of Release of RFP	10.09.2026
Prebid Meeting	16.09.2026 at 11.30 AM
Bid Submission Start Date	05.10.2026 at 11.30 AM
Last Date for Submission of Bid	12.10.2026 up to 3.00 PM
Date of Opening of Bid	13.10.2026 at 3.30 PM

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

This RFP is not an agreement and is neither an offer nor invitation by NagercoilCity Municipal Corporation to the prospectiveBidders 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 NagercoilCity Municipal Corporation in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.

This RFP may not be appropriate for all persons, and it is not possible for NagercoilCity Municipal Corporation, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFPmay not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFPand obtain independent advice from appropriate sources.

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

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

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

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

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

Glossary

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

The words and expressions beginning with capital letters and defined in this document shall,unlessrepugnant 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 (Public Private Partnership Procurement) Rules, 2012 and Rules shall prevail.

1 Introduction

1.1 Background

1.1.1 The NagercoilCity Municipal Corporation (the "Authority") is an Urban Local Body in Tamil Nadu under the administrative purview of Directorate of Municipal Administration, Government of Tamil Nadu. Scientific management of solid waste in an environmentallyfriendly manner is an important function of Urban Local Bodies.One of the most promising solutions for managing biodegradable (wet) fraction of Municipal Solid Waste(MSW) is by way of establishingcompressed biogas plants. Accordingly, NagercoilCity Municipal Corporation intends toestablish a 40TPD Municipal Solid Waste based Bio-CNG Plant at Nagercoil(the "Project") under Public Private Partnership (the "PPP") Mode on Design, Build, Finance, Operate and Transfer (the "DBFOT")Basisand has decided to carry outthe bidding process for selection of a private entity as the Bidder to whom the Projectmay be awarded. Brief particulars of the Project are as follows:

Project Site	Capacity of Bio-CNG Plant
Vadaseri Merku, Agatheeswaram Taluk, Kanyakumari District	40TPD

1.1.2 The Authority now intends to select a Bidderfor awarding the Projectthrough an open competitive bidding process in accordance with Tamil NaduTransparency in Tenders (Public Private Partnership Procurement) Rules, 2012 and inaccordance with the procedure set out herein.

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

1.1.4 The scope of work will broadly include designing, engineering, financing, construction,operation and maintenance of 40TPDBio-CNG Plant as more particularly set forth in the ConcessionAgreement. The Concessionaire shall alsobe entitled to market and sell the end products and appropriate revenues generated therefrom. The

Concession Period shall be 21 (twenty-one) years from the Appointed Date which shall include the construction period of 1 (one) year and operation and maintenance period of 20 (twenty) years.The Authority shall provide land for establishment of the plant and supply segregated wet waste to the project site on daily basis. The successful bidder shall pay to the Authority a license fee for utilizing the land for establishment of the plant at Rs.1 per square meter per annum.

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

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

1.1.7 The Authorityshall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authoritypursuant 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 alone will be opened.

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

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

1.2.4 A Bidder is required to remit along with his Bid, a **Bid Security** of **Rs.4,25,000/-/ (Rupees Four Lakh and Twenty Fifty Thousand 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 a Performance Security is provided. The Bid security shall be remitted by way of RTGS or e-Bank Guarantee through the e-procurement portal accessible at https://tntenders.gov.in. Bidders have to upload the UTR particulars of NEFT / RTGS transaction against the NEFT / RTGS column, or the particulars of e-Bank Guaranteegiven in the e-procurement portal.

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

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

The technical bid containing Bid Security and pre-qualification documents as prescribed in the RFP documents received "online" shall only be openedon 13.10.2026 at3.30 PM.

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

1.2.7 Bids are invited for the Project on the basis of the lowest Viability Gap Funding ("Grant") quoted by a Bidder for implementation of the Project. The Concession Period is pre-determined and specified in the Concession Agreement. **The maximum Grant available under the Project shall be ₹6.50 Crore (Rupees Six Crore and Fifty Lakh only).**The disbursement of VGF shall be as below:

Grant Instalment	**Grant Amount**	**Condition for Release (with Definitions)**
First Instalment	50% of the Grant	Upon achievement of the COD
Second Instalment	Balance 50% of the Grant	Upon completion of one (1) year from the COD, subject to satisfactory operation and maintenance of the

Grant Instalment	Grant Amount	Condition for Release (with Definitions)
		Project Facilities in accordance with the provisions of the Concession Agreement

1.2.8 The Grant shall be the sole criterion for evaluation of the Financial Bids. Subject to the provisions of Clause 3.2.1, the Project shall be awarded to the Bidder quoting the lowest Grant. The Grant quoted by the Bidder shall be deemed to be inclusive of Goods and Services Tax (GST), if applicable, and all other applicable taxes, duties, levies and statutory charges. No additional amount on account of GST or any other taxes, duties or levies shall be payable by the Authority over and above the quoted Grant.

In this RFP, the term "Lowest Bidder" shall mean the Bidder who is seeking the lowest grant.

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

1.2.10 The Concessionaire shall, in consideration of its investment and services, be entitledto market and sell the end products viz. Bio-CNG and organic manure generated, asprescribed in the Concession Agreement or any otherrevenues generated from the Project in accordance with the provisions of theConcession Agreement.

1.2.11 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, NagercoilCity Municipal Corporation,Balamore Road, Nagercoil, Kanyakumari District - 629 001or through e-mail Commr.Nagercoil@gmail.comwith identification/ title:

"Queries/Request for Additional Information: RFP for Selection of a Concessionaire for establishment of 40TPD Municipal Solid Waste based Bio-CNG Plant at Nagercoilunder PPP Mode on Design, Build, Finance, Operate and Transfer Basis"

1.3 Schedule of Bidding Process

The Authorityshall endeavour to adhere to the following schedule:

S.No.	Milestones	Date
1	Issue of RFP	10.09.2026
2	Last date for receiving queries	10.10.2026
3	Pre-Bid Meeting	16.09.2026 at 11.30 AM
4	Bid Submission Start Date	05.10.2026 at 11.00 AM
5	Bid Due Date	12.10.2026 at 3.00 PM
6	Opening of Bids	13.10.2026 at 3.30 PM
7	Validity of Bids	180 days of Bid Due Date
8	Formation of SPV and Signing of Concession Agreement	Within 30 days of award of LOA

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

2 Instructions to Bidders

A General

2.1 Scope of Bid

2.1.1 The Authoritywishes to receive Bids for the Selection of a Concessionaire for establishment of 40TPD Municipal Solid Waste based Bio-CNG Plant at Nagercoil under PPP Mode on Design, Build, Finance, Operate and Transfer Basis.

2.2 Eligibility of Bidders

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

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

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

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

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

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

iii. such prospective Bidder, or any associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or 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 prospective Bidder has the same legal representative for purposes of the Tender Proceedings as any other prospectiveBidder; or

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

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

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

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

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

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

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

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

ii. "Bidder" in this reference, means any person or firm or company, including anymember of a consortium, every artificial juridical person not falling in any of thedescriptions of bidders stated hereinbefore, including any agency branch oroffice controlled by such person, participating in this tender.

iii. "Bidder from a country which shares a land border with India" means:

A. An entity incorporated, established or registered in such a country, or
B. A subsidiary of an entity incorporated, established or registered in such acountry; or
C. An entity substantially controlled through entities incorporated, established orregistered in such a country; or
D. An entity whose beneficial owner is situated in such a country; or
E. An Indian (or other) agent of such an entity; or
F. A natural person who is a citizen of such a country; or
G. A Consortium or joint venture where any member of the consortium or jointventure falls under any of the above.

iv. Beneficial owner for the purpose of this clause means:

A. 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:

1. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
2. "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;

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

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

D. Where no natural person is identified under (A) or (B) or (C) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

E. 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.

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

vi. The Selected Bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Clause 2.2.1(e) 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
i.	i. The Bidder shall be a Company / LLP registered in India, or a company / equivalent legal entity incorporated or registered under the applicable laws of its country of incorporation and shall have been in existence for the	(i) In case of Private / Public Limited Companies incorporated in India: • Copy of Certificate of Incorporation • Copy of Memorandum and Articles of Association (ii) In case of LLP incorporated in India:

Clause	Eligibility Criteria	Supporting Documents/Remarks
	past three years as on 31st March 2026.	• Copy of Certificate of Incorporation • Copy of LLP Agreement (iii) In case of an entity incorporated or registered outside India: • Copy of Certificate of Incorporation / Registration or equivalent document issued by the competent authority in its country of incorporation • Copy of constitutional documents such as Memorandum and Articles of Association, Charter, By-laws or equivalent documents, as applicable.
	ii. In case of Consortium of bidders: a. Consortium of Bidders is allowed with a maximum of two members. b. One of the members should be designated as the Lead Member**. c. Each member of the Consortium shall be a Company / LLP incorporated or registered in India under applicable laws, or a company / equivalent legal entity incorporated or registered under the applicable laws of its country of incorporation and shall have been in existence for the past three years as on 31st March 2026. d. No member of the Consortium shall bid individually or participate as a member of another Consortium.	(i) Each Consortium Member shall individually submit the incorporation / registration and constitutional documents applicable to it as specified in clause (i) above. (ii) The original Consortium Agreement shall be submitted. The Consortium Agreement shall provide that all members of the Consortium shall be jointly and severally liable for the execution of the Project in accordance with the terms of the Concession Agreement. (iii) Joint Bidding Agreement as per Annexure – VIII.
ii.	The Single Bidder / any Consortium Member shall not, as on the date of issue	(i) The Declaration Form as per Annexure IX shall be enclosed. In case of a Consortium, each Consortium

Clause	Eligibility Criteria	Supporting Documents/Remarks
	of the RFP, have been blacklisted, debarred or prohibited from participating in any procurement or contracting process by any Government, statutory authority, public sector undertaking or other public authority in India or in the country of its incorporation. Further, the Single Bidder / any Consortium Member shall not have been declared as a Non-Performing Asset (NPA) by any Bank or Financial Institution in India or classified under an equivalent category in the country of its incorporation, as applicable.	Member shall submit a separate Declaration Form. (ii) If the Single Bidder / any Consortium Member is found to have been blacklisted, debarred or prohibited as aforesaid at any time prior to the award of the Project, the Bid shall be rejected.

b. Qualification Criteria

Clause	Qualification Criteria	Supporting Documents/Remarks
i.	Bidders shall fulfill the followingconditions: **A) Category A:** The Bidder shall be a Company having experience in the Municipal Solid Waste (MSW)-based Bio-CNG plants and shall have successfully commissioned and operated at least one Municipal Solid Waste (MSW)-based Bio-CNG plant in India or abroad for a minimum continuous period of six (6) months as on the Bid Due Date, satisfying any one of the following criteria: i. One MSW based Bio-CNG project with a capacity of at least 50 TPD (or) ii. Two MSW based Bio-CNG projects with capacities ofat least 30 TPD each.	(i) Work Order / Letter of Award (LoA)/ Agreement/Completion Certificate to establish the bidder's official role and the project's design capacity. (ii) Letter from the concerned Local Body or any othergovernment department/ govt. agency to certify theInstalled Capacity, Date of Commercial Operation(COD), and confirm that the facility has been functional for a minimum continuous period of six(6)months as on the Bid Due Date.

Clause	Qualification Criteria	Supporting Documents/Remarks
	The eligible project(s) shall have achieved Commercial Operation Date (COD), remained in successful commercial operation for a continuous period of at least **six (6) months**, and shall be functional and operational as on the Bid Due Date. Further, the entity claiming experience shouldhave held, in the company owning theEligible Project, a minimum of 26%(twenty six percent) equity duringthe development, construction and operations period.	
	OR	
	B) Category B:Waste Management Company with Technology Partner The Bidder shall be a Company having experience in the Waste Management sector, including one or more of the following: Waste Collection & Transportation, Waste-to-Energy Plants, Material Recovery Facilities (MRFs), Bio-mining Facilities and Compost Plants, with a legally binding agreement with a Technology Provider. The Bidder shall have, during the last five (5) years preceding the Bid Due Date, satisfied either of the following criteria: a. Paid or received payments aggregating not less than ₹75 Crore towards the construction or development of a single project in the Waste Management sector in India or abroad;	(i) Bidder – Waste Management Sector Experience a. Copy of Work Order / LoA / Agreement or any other relevant contract establishing the Bidder's role in the eligible project. b. Completion Certificate, Client Certificate or other documentary evidence issued by the concerned Urban Local Body (ULB), Government Department, Government Agency or Private Project Owner certifying the value of work executed or payments made/received for the project. (ii) **Technology Provider – MSW based Bio-CNG Experience** a. Copy of the Agreement / Work Order / Technology Supply Agreement or equivalent document establishing the Technology Provider's role in the MSW-based Bio-CNG project relied upon for meeting the qualification requirements. b. Letter from the Concerned Local Body or any

Clause	Qualification Criteria	Supporting Documents/Remarks
	(or) b. Received annual payments of not less than ₹50 Crore towards the operation and maintenance of a single project in the Waste Management sector in India or abroad. The Bidder shall submit a Memorandum of Understanding (MoU) with the proposed Technology Provider along with the Bid. In the event of award of the Project, such MoU shall be converted into an exclusive and legally binding Technology Agreement prior to execution of the Concession Agreement. The proposed Technology Provider shall have successfully provided technology for MSW-based Bio-CNG projects in India or abroad and shall satisfy either of the following experience criteria as on the Bid Due Date: i. One MSW based Bio-CNG project with a capacity of at least 50 TPD (or) ii. Two MSW based Bio-CNG projects with capacities ofat least 30 TPD each. Such project(s) shall have achieved Commercial Operation Date (COD) in the last 5 years, remained in successful commercial operation for a continuous period of at least **six (6) months**, and shall be functional and operational as on the Bid Due Date. Further, the entity claiming experience	other government department/ govt. agency or Private Project Owner certifying the Installed Capacity, Date of Commercial Operation (COD), and confirmingthat the facility has been functional for a continuous period of at least six (6) months as on the Bid Due Date. c. Exclusive Memorandum of Understanding (the "MoU"), as per Annexure IX.

Clause	Qualification Criteria	Supporting Documents/Remarks
	shouldhave held, in the company owning theeligible project, a minimum of 26%(twenty-six percent) equity duringthe development, construction and/or operations period, as applicable.	
	OR	
	C) **Category C – Core Sector Company / Oil Marketing Company with Technology Partner** The Bidder shall be: i. a Company having experience in one or more of the following Core Sector infrastructure projects: Power, Ports, Airports, Railways, Metro Rail, Highways, Water Supply and Wastewater (or) ii. an Oil Marketing company with a legally binding agreement with a Technology Provider. The Bidder shall have, during the last five (5) years preceding the Bid Due Date, paid or received payments aggregating not less than ₹150 Crore towards the construction or development of a single Core Sector project in India or abroad. The Bidder shall submit a Memorandum of Understanding (MoU) with the proposed Technology Provider along with the Bid. In the event of award of the Project, such MoU shall be converted into an exclusive and legally binding Technology Agreement prior to	**(i) Bidder – Core Sector Experience** a. Copy of Work Order / LoA / Agreement or any other relevant contract establishing the Bidder's role in the eligible project. b. Completion Certificate, Client Certificate or other documentary evidence issued by the concerned Urban Local Body (ULB), Government Department, Government Agency or Private Project Owner certifying the project value, successfulexecution and having paid or received payments for the Project. **(ii) Technology Provider – Bio-CNG Experience** a. Copy of the Agreement / Work Order / Technology Supply Agreement or equivalent document establishing the Technology Provider's role in the MSW-based Bio-CNG project relied upon for meeting the qualification requirements. b. Letter from the concerned Local Body or any other government department/ govt. agency or Private Project Owner certifying the Installed Capacity, Date of Commercial Operation (COD), and confirmingthat the facility has been functional for a continuous period of at least 6 months as on the Bid Due Date. c. Exclusive Memorandum of Understanding

Clause	Qualification Criteria	Supporting Documents/Remarks
	execution of the Concession Agreement. The proposed Technology Provider shall have successfully provided technology for MSW-based Bio-CNG projects in India or abroad and shall satisfy either of thefollowing experience criteria as on the Bid Due Date: i. One MSW based Bio-CNG project with a capacity of at least 50 TPD (or) ii. Two MSW based Bio-CNG projects with capacities of at least 30 TPD each. Such project(s) shall have achieved Commercial Operation Date (COD) in the last 5 years, remained in successful commercial operation for a continuous period of at least six (6) months, and shall be functional and operational as on the Bid Due Date. Further, the entity claiming experience should have held, in the company owning the eligible project, a minimum of 26% (twenty-six percent) equity during the development, construction and/or operations period, as applicable.	(the "MoU"), as per Annexure IX.
ii.	The Bidder shall have an Average Annual Turnover* of at least ₹50 Crore during the last three financial years. For an entity incorporated in India, the relevant financial years shall be FY 2023-24, FY 2024-25 and FY 2025-26. In the case of an entity incorporated outside India whose financial year does not correspond with the financial year	(i) Average Annual Turnover Statement as per Annexure III, duly certified by a Chartered Accountant or, in the case of an entity incorporated outside India, by its Statutory Auditor or an equivalent independent auditor duly authorized to certify the financial statements of such entity under the laws of its country of incorporation.

Clause	Qualification Criteria	Supporting Documents/Remarks
	followed in India, the relevant period shall be the three financial years of such entity immediately preceding the Bid Due Date, in accordance with the applicable laws of its country of incorporation. In case of a Consortium, the Average Annual Turnover criterion may be met by any one Consortium Member individually or jointly by both Consortium Members.	(ii) Annual Reports / certified copies of the Balance Sheet and Profit & Loss Statement for the applicable three financial years. Where the accounts for the latest financial year have not been audited, the Bidder shall furnish an undertaking to this effect, duly certified by its Statutory Auditor or, in the case of an entity incorporated outside India, by an equivalent independent auditor duly authorized under the laws of its country of incorporation. In such case, the Bidder shall furnish the audited financial statements for the three financial years preceding such unaudited financial year.
iii.	The Single Bidder or, in the case of a Consortium, each Consortium Member, and any Associate whose financial capacity has been relied upon for meeting the financialeligibility, shall have a positive Net Worth* as on 31st March 2026. In the case of an entity incorporated outside India whose financial year does not end on 31st March, the positive Net Worth requirement shall be determined as at the close of its latest completed financial year preceding the Bid Due Date.	Net Worth Certificate as per Annexure IV, duly certified by a Chartered Accountant or, in the case of an entity incorporated outside India, by the statutory auditor or equivalent independent auditor duly authorized to certify the financial statements of such entity under the laws of its country of incorporation. The provisions relating to cases where the accounts for the latest financial year have not been audited shall apply mutatis mutandis to the Net Worth criterion.

** 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 / revenue from operations of the company and does not include other related income and non-operating income.*

*** In case of a consortium, Lead Member shall be the member with experience of (i) Municipal Solid Waste-based Bio-CNG plant under Category A; (ii) Waste Management sector under Category B; or (iii) Core Sector / Oil Marketing Company under Category C, as applicable.*

Points to note:

- In computing the Turnover of the Bidder/Consortium members, the Turnover of their respective Associates would also be eligible. However, such Turnover shall be considered only in proportion to the shareholding held by the Bidder / Consortium Member, as applicable, in the Associate.
- "Eligible Project" means a project that satisfies the applicable qualification requirements specified in this RFP.

- For Eligible Projects executed outside India and documents submitted by an entity incorporated outside India, the supporting documents shall be duly notarized in the jurisdiction in which they are issued and legalized by the Indian Embassy / Consulate having jurisdiction. However, where such documents are issued in a country that is a contracting party to the Hague Convention of 5 October 1961 Abolishing the Requirement of Legalization for Foreign Public Documents, Embassy / Consular legalization shall not be required, provided such documents bear a valid Apostille. Where any document is in a language other than English, the same shall be accompanied by a certified English translation prepared and certified by an authorized / sworn translator or other competent person or authority in accordance with the applicable laws of the jurisdiction in which the translation is made.

- For Eligible Projects executed outside India and for financial information furnished by an entity incorporated outside India, amounts expressed in a currency other than Indian Rupees shall be converted into Indian Rupees (INR) using the applicable exchange rate declared by RBI or an agency authorized by RBI, prevailing on the Bid Publication Date.

2.2.3 Qualification of Bidders

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

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

2.2.5 The Selected Bidder (whether a single entity or a consortium), shall be required to form an appropriate Special Purpose Vehicle ("the SPV"), incorporated under the Indian Companies Act, 2013, to execute the Concession Agreement for implementation of the Project.

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

a. If the Selected Bidder is a Single Bidder: The Selected Bidder shall hold 100% (one hundred percent) of the subscribed and paid-up equity share capital and voting rights of the SPV until COD. From COD until the 5th anniversary of COD, the Selected Bidder shall hold not less than 51% (fifty-one percent) of the subscribed and paid-up equity share capital and voting rights of the SPV. After the 5th anniversary of COD, the Selected Bidder shall continue to hold not less than 26% (twenty-six percent) of the subscribed and paid-up equity share capital and voting rights of the SPV until the expiry of the Concession Period.

b. If the Selected Bidder is a Consortium: The Consortium Members shall collectively hold 100% (one hundred percent) of the subscribed and paid-up equity share capital and voting rights of the SPV until COD, of which the Lead Member shall hold not less than 51% (fifty-one percent). From COD until the 5th anniversary of COD, the Consortium Members shall collectively hold not less than 51% (fifty-one percent) of the subscribed and paid-up equity share capital and voting rights of the SPV, of which the Lead Member shall hold not less than 26% (twenty-six percent). After the 5th anniversary of COD, the Consortium Members shall collectively hold not less than 26% (twenty-six percent) of the subscribed and paid-up equity share capital and voting rights of the SPV, of which the Lead Member shall continue to hold not less than 26% (twenty-six percent) until the expiry of the Concession Period.

c. Where the Selected Bidder has qualified based on the technical experience of a Technology Provider, the Concessionaire shall retain such Technology Provider under an exclusive and legally binding Technology Agreement until the 5th anniversary of COD. Thereafter, the Technology Provider may be replaced, only with the prior written approval of the Authority, by another Technology Provider satisfying the Qualification Criteria specified in this RFP. Such replacement shall be permitted not more than two (2) times during the Concession Period.

d. Where the Selected Bidder has relied upon the financial capacity of an Associate for satisfying the Bid Qualification Requirements, such Associate shall continue to remain an Associate of the Selected Bidder until the expiry of the applicable lock-in period.

e. No change in the shareholding or ownership of the SPV shall be permitted between thedate of SPV incorporation and the achievement of the Commercial Operation Date.

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

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

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

c. Members of the Consortium shall nominate one member as the lead member (the "Lead Member")in line with clause 2.2.2.

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 Consortiumor participate individually.

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

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

i. convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter intothe Concession Agreement and subsequently perform all theobligations of the Bidder in terms of the ConcessionAgreement, 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;

and

v. Except as provided under this RFP and the Bidding Documents, thereshall not be any amendment to the Jt. Bidding Agreement without theprior written consent of the Authority;

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 against the Bidder, Consortium Memberor Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder, Consortium Memberor Associate. Provided, however that whereasBidder 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 Authoritymay, 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 Turnover of the Bidder / Consortium members under Clause 2.2.2 (b),the Turnover of their respectiveAssociates would also be eligible hereunder.

For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member(the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of not less than 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 as per Annexure X 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 Bidderor the Consortium Member as the case may be.**Provided further that the Turnover of Associate can be claimed by the Bidder only in proportion to the shareholding held by the Bidder in the Associate.**

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

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

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

c. In responding to the pre-qualification submissions, Bidders should demonstrate their capabilities in accordance with the RFP.

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 preparationof their Bids and their participation in the Bid Process. The Authoritywill notbe responsible or in any way liable for such costs, regardless of the conduct oroutcome of the Bidding Process.

2.3.3 Separate Requests for Proposals have been issued for the establishment of Municipal Solid Wastebased Bio-CNG Plants at Karur, Nagercoil, Tirunelveli, Thoothukudi, Vellore and Erode Corporations. A Bidder may submit Bids for one or more Projects, either individually or as a member of a Consortium, subject to the provisions of this RFP.

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 andregulations, 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 providedin the RFP or furnished by or on behalf of the Authorityrelating to any of the matters referred to in Clause 2.4above;and
d. agreed to be bound by the undertakings provided by it under and in termshereof; and
e. Independently verified all information received from the Authority;

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

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

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

2.6.2 The Authorityreserves 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 Authorityfor 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 LowestBidder gets disqualified/ rejected, then the Authorityreserves the right to:

i. invite the remaining Bidders to match the LowestBidder/ 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 theConcession Agreement or after its execution and during the period of subsistencethereof, including the concession thereby granted by the Authority, that one or moreof the eligibility and / or qualification requirements have not been met by the Bidder, or theBidder has made material misrepresentation or has given any materially incorrector false information, the Bidder shall be disqualified forthwith, if not yet appointedas the Concessionaire either by issue of the LOA or entering into of the ConcessionAgreement, and if the Selected Bidder has already been issued the LOA or has enteredinto the Concession Agreement, as the case may be, the same shall, notwithstandinganything to the contrary contained therein or in this RFP, be liable to be terminated,by a communication in writing by the Authorityto the Selected Bidder or the Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or the Concessionaire. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, withoutprejudice 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 documentssubmitted by the Biddersin response to the RFP. Any such verification or lack ofsuch verification by the Authority shall not relieve the Bidder of its obligations orliabilities hereunder nor will it affect any rights of the Authority there under.

B Documents

2.7 Contents of the RFP

2.7.1 This RFP comprises the disclaimer set forth hereinabove, the contents listed belowand will additionally include any Addendaand/or Corrigenda issued in accordance with Clause 2.9.

Invitation for Bids

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

Annexures

I. Letter comprising the Bid
II. Details of the Bidder
III. Annual Turnover Certificate
IV. Net worth Certificate
V. Statement of Legal Capacity
VI. Power of Attorney for signing the bid
VII. Power of Attorney for Lead Member of Consortium, in case of Consortium bid.
VIII. Joint Bidding Agreement for Consortium, in case of consortium bid.
IX. Exclusive MoU
X. Certificate for Associate
XI. Declaration for not having blacklisted
XII. Undertaking for Land Border Clause
XIII. Clarification of RFP document format

2.7.2 The Authority accepts no responsibility for the completeness of the RFP documentand its addenda and/ or corrigenda, unless they were obtained directly from the Authority.

2.7.3 The Bidder is expected to examine all instructions, forms, and terms in the RFPDocument 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 writingor by e-mail in accordance with Clause 1.2.12. They should send in theirqueries 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 periodspecified therein.The responses will be uploaded at https://tntenders.gov.in.

2.8.2 The Authorityshall endeavour to respond to the questions raised or clarificationssought 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 thisClause shall be taken or read as compelling or requiring the Authority to respond toany question or to provide any clarification.

2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretationsand 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 Authorityrepresentativesshall 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 requestedby 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 Bidders.

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

C Preparation and Submission of the Bids

2.10 Language

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

2.11 Submission of bid

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

2.11.2 The Bids shall be submitted online not later than the date and time specified in the Tender Schedule or Corrigendum if published. E-procurement portal shall automatically lock the date and time exactly as specified in the tender.For all Bid processing activities, the server time indicated at the top of the e-procurement Portal, while doing Bid submission/opening activities shall be final. The local system time shall not be considered in such case.**The submission of bids physically is not permitted.**

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

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

2.12 Uploadingof bid

2.12.1 Technical bid:

a. Bid in the prescribed format (Annexure-I) along with Annexures andsupporting documents;
b. Details of the bidder as per Annexure-II
c. Documents in response to fulfilment of Qualification criteria
d. Power of Attorney for signing the Bid as per the format at Annexure-VI;
e. if applicable, the Power of Attorney for Lead Member of Consortium as per the form at Annexure – VII;

f. Copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Annexure-VIII;
g. Copy of the Certificate of Incorporation / Registration and constitutional documents of the Bidder. In the case of an entity incorporated in India, the Memorandum and Articles of Association, if a company, or LLP Agreement, if an LLP, shall be submitted, as applicable. In the case of an entity incorporated outside India, equivalent incorporation / registration and constitutional documents issued or recognized under the laws of its country of incorporation shall be submitted;
h. Proof of experience in support of 2.2.2.(b).(i)
i. Average Annual Turnover Certificate as per Annexure-III, duly certified by a Chartered Accountant or, in the case of an entity incorporated outside India, by its Statutory Auditor or equivalent independent auditor duly authorized under the laws of its country of incorporation;
j. Annual Reports / certified copies of the Balance Sheet and Profit & Loss Statement for the applicable three financial years, in accordance with Clause 2.2.2;
k. Net Worth Certificate as per Annexure-IV, duly certified by a Chartered Accountant or, in the case of an entity incorporated outside India, by its Statutory Auditor or equivalent independent auditor duly authorized under the laws of its country of incorporation;
l. State of legal capacity as per Annexure-V
m. Exclusive MoU (if applicable) as per Annexure-IX
n. Certificate for Associate (if applicable) as per Annexure-X
o. Declaration for not beingblacklisted as per Annexure-XI
p. Undertaking for Land Border Clause as per Annexure-XII
q. Copy of GST Registration certificate (in case of Indian Company)
r. Where any document submitted as part of the Bid is in a language other than English/**Tamil**, the same shall be accompanied by a certified English translation. Documents issued outside India shall be notarized and apostilled / legalized, as applicable, in accordance with the requirements specified in this RFP.

2.12.2 Financial Bid:

The Financial Bid shall be furnished in the BOQ format attached separately to the RFP and available in https://tntenders.gov.in/.

2.13 Bid Due Date

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

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

2.14 Late submission of Bids

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

2.15 Modifications/ substitution/ withdrawal of Bids

2.15.1 The bidder may modify its bid tillthe closing time in the portal. No bid shall be permitted to be modified or substituted bythe bidder after the closing time. Biddersshall not be allowed towithdraw the proposal any time after submission of Bid.

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 Authorityshall open the technical bids online as specified in Clause 1.3.

2.16.2 The Authority shall constitute aCommittee in accordance with the provisions of the Tamil Nadu Transparency in Tenders (Public Private Partnership) Rules, 2012. A common Committee may be constituted for evaluation of the Bids for the Bio-CNG Plant projects at Karur, Nagercoil, Tirunelveli, Thoothukudi, Vellore and Erode Corporations.

2.16.3 The Committeewill subsequently examine and evaluate the technical bids in accordance with the provisions of this RFP.

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

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

2.16.6 The Authorityreserves the right not to proceed with the Bidding Process at any timewithout notice or liability and to reject any or all Bid(s) without assigning anyreasons.

2.16.7 If any information furnished by the Bidder is found to be incomplete, or containedin formats other than those specified herein, the Authoritymay, in its sole discretion,exclude the relevant project for qualifying as an eligibleproject.

2.16.8 In the event that the bidder claims credit for aproject submitted for meeting the qualification requirements under this RFQ, and such claim is determined by the Authorityas incorrect or erroneous, the Authorityshall reject such claim and exclude the same from qualifying as Eligible Project. Where any information is found to be patently false or amounting to material misrepresentation, the Authority reserves the right to reject the Bid and/or Bids in accordance with the provisions of Clauses 2.6.2 and 2.6.3.

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

2.16.10 The Authority may arrange for field inspection of the projects already executed by the Bidder to verify their eligibility conditions and in case of any failure to satisfy the requirements, their bidswill be rejected.

2.17 Confidentiality

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

2.18 Tests of responsiveness

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

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

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

2.19 Clarifications

2.19.1 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seekclarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any requestfor 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 Bidderdoes not provide clarifications sought under Clause 2.19.1 above withinthe prescribed time, its Bid shall be liable to be rejected. In case theBid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

E Qualification of Technical Bids

2.20 Qualification and notification

After the evaluation of technical bids, the Authority would announce a list of qualified bidders in the technical bid. The Authority will not entertain any query or clarificationfrom Bidders who fail to qualify.

F BID SECURITY

2.21 Bid Security

2.21.1 The Bidder shall remit as part of its Bid, a Bid Security referred to in Clauses 1.2.4 hereinabove above through the e-procurement portal accessible at https://tntenders.gov.in.

2.21.2 The Bid Security of unsuccessful Bidders will be refunded automatically no later than 60 (Sixty) days after the expiration of the Bid Validity Period, including any extension thereof, or 60 (Sixty) days after the issuance of the letter of award to the Successful Bidder (hereinafter referred to as "Letter of Award"), whichever is earlier, except in the case of the Successful Bidder whose Bid Security shall be retained till the Concessionaire has provided a Performance Security of Rs.90,00,000/- (Rupees Ninety Lakhs Only) in the format prescribed under the Concession Agreement

2.21.3 The Selected Bidder's Bid Security will be returned, without any interest, upon signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof.Until such time the Performance Security is provided by the selected bidder pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security.

2.21.4 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.21.5 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.

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

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

b. If a Bidder withdraws its Bid after submission but before opening of the Bid or 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;

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

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

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

3 Opening and Evaluation of Financial bids

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

3.1.1 **Notwithstanding anything contained in this RFP, a maximum of two (2) Projects shall be awarded to any Single Bidder or to any Consortium Member, whether participating individually or as a member of the same consortium across multiple tenders, or as a member of different consortia, or through any combination thereof.**

3.1.2 **In the event a Bidder or a Consortium Member becomes eligible for award of more than two (2) Projects, the Authority reserves the right to determine the Projects to be awarded to such Bidder or Consortium Member, taking into consideration the overall outcome of the bidding process, and to award the remaining Project(s) to the next ranked eligible Bidder(s).**

3.2 Selection of bidder

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

3.2.2 In the event that two or more Bidders quote the same amount of Viability Gap Funding (the "Tie Bids"), the Authority shall ask the tied Bidders to provide their best and final offer in a sealed cover and the bidder offering the lowest Viability Gap Fundingshall be adjudged the Selected Bidder. If two or more Bidders again submit identical Best and Final Financial Offers, the Selected Bidder shall be determined by draw of lots conducted by the Authority, with prior notice to the tied Bidders, in the presence of those tied Bidders who choose to attend.

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

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

3.2.5 The Authority shall negotiate with the "Selected Bidder" for a further improvement of the Final Offer. However, there shall be no negotiations on, or changes to the provisions of the draft Concession Agreement.

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

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

3.2.8 The successful bidder should remit a Performance Security of Rs.90,00,000/- (Rupees Ninety Lakhs Only) within 10 (ten) days from the date of signing of Concession Agreement, in the form of an Unconditional Irrevocable Bank Guarantee with an initial validity period of 3 years and renewable thereon until completion of concession period from any Indian Nationalized/Scheduled Commercial Bank.

3.3 Contacts during Bid Evaluation

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

3.4 Bid Parameter

The Bid shall comprise of Viability Gap Funding to be quoted by the Bidder in accordance with the provisions of the Concession Agreement. The Bidder who quotes the LowestViability Gap Fundingrequirement will be selected as Concessionaire.

4 Fraud and Corrupt Practices

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

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinaboveand 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 Authorityduring a period of 2 (two) years from the date such Bidder, or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

4.3 For the purposes of this Clause 5, the followingterms shall have the meaning hereinafter respectively assigned to them:

a. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authoritywho is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at

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

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

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

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

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

5 Pre-bidMeeting

5.1 There will be a Pre-bid meeting on 16.09.2026 at 11.30 AMin the Office of Directorate of Municipal Corporation, 75, Santhome High Road, Raja Annamalaipuram, MRC Nagar, Chennai–600 028 during which the prospective Bidders can get clarifications about the RFP. A maximum of two representatives of each Bidder shall be allowed to participate, on production of authorization letter from the Bidder.

5.2 Bidders may also attend the Pre-bid meeting via Video Conference. The bidders who wish to attend the pre bid meeting via video conference shall send a request along with their representatives' details (Name, Designation, Phone No and Email ID) to Commr.Nagercoil@gmail.com, at least one day prior to the pre-bid meeting date. The link for Video Conferencing will be shared to the designated representative by email.

5.3 During the course of Pre-bidmeeting, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authorityshall 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.

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

6 Miscellaneous

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

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

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

6.3 It shall be deemed that by submitting the Bid, the Bidder agrees andreleases 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 theexercise of any rights and / or performance of any obligations hereunder and thebidding documents, pursuant hereto, and / or in connection with the biddingprocess, to the fullest extent permitted by applicable law, and waives any and allrights and / or claims it may have in this respect, whether actual or contingent, whether present or in future.

Annexure I

Letter Comprising the Bid

From,
Name:

Address:

Ph:

E-mail:

To,

The Commissionert,
Balamore Road, Nagercoil, Kanyakumari District - 629 001

Sub: Bid for Selection of Concessionaire forestablishment of 40TPD Municipal Solid Waste based Bio-CNG Plant atNagercoilunder PPP Mode on Design, Build, Finance, Operate and Transfer Basis.

Dear Sir,

1. With reference to your RFP document dated XX.YY.2026, I/we, having examined theRFP document and understood its contents, hereby submit my/our bid forthe aforesaid project. The Bid is unconditional andunqualified.

2. I/ We acknowledge that the Authoritywill be relying on the information provided inthe Bid and the documents accompanying the Bid for selection of Concessionaire for the aforesaid project, and we certify that allinformation provided is true and correct;nothing has been omitted which renders such information misleading; and alldocuments accompanying such Bid are true copies of their respectiveoriginals.

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

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

5. I/ We acknowledge the right of the Authority to reject our Bid withoutassigning any reason or otherwise and hereby waive, to the fullest extent permittedby applicable law, our right to challenge the same on any account whatsoever.

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

7. I/We declare that:

    a. I/We have examined and have no reservations to the RFP document, includingany Addendum issued by the Authority; and
    b. I/We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFP document; and
    c. I/We have not directly or indirectly or through an agent engaged or indulged inany corrupt practice, fraudulent practice, coercive practice, undesirablepractice 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 agreemententered into with the Authority or any other public sector enterprise or anygovernment, Central or State; and
    d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFPdocument, no person acting for us or onour behalf has engaged or will engage in any corrupt practice, fraudulentpractice, coercive practice, undesirable practice or restrictive practice; and
    e. The undertakings given by us in response to the RFP for the Project were true and correct as on the date of making the bid and are also true and correct as on Bid Due Date and I/we shall continue to abide by them.

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

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

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 Consortiumor any of our/ their Associates have not beenconvicted by a Court of Law or indicted or adverse orders passed by a regulatoryauthority which could cast a doubt on our ability to undertake the Project or whichrelates to a grave offence that outrages the moral sense of the community.

12. I/ We further certify that in regard to matters relating to security and integrity of thecountry, we /any member of Consortium or any of our/ their Associates have notbeen charge-sheeted by any agency of the Government or convicted by a Court ofLaw.

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

14. I/We undertake that in case due to any change in facts or circumstances during theBidding Process, we are attracted by the provisions of disqualification in terms ofthe 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/theirAssociates are not barred by the [central Government/ State Government] or anyentity controlled by it, from participating in any projectand nobar subsists as on the date of Bid.

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

17. The power of attorney forsigning of Bidand the power of attorney for Lead Member of Consortium, asper format provided at Annexures VIand VII respectively of the RFP, are enclosed.

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

19. I/ We acknowledge and undertake that there shall not be any change in ownership / shareholding pattern in violation of the conditions specified in Clause 2.2.5;We further agree and acknowledge that the aforesaid obligation shall be in addition to the

obligations contained in the Concession Agreement in respect of Change in Ownership.

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

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 Authorityor 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.4,25,000/- (Rupees Four Lakh and Twenty Fifty Thousand Only) 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 Viability Gap Fundinghas been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the cost, implementation and operation of the Project.

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 ofthe selected Bidder in accordance with the Concession Agreement.}#

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

Yours faithfully,

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

Omit if the Bidder is not a Consortium.

Details of the Bidder

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

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

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

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

5. In case of a Consortium:

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

S.No.	Name of the	Role* (Refer clause	Percentage of equity in the

	member	2.2.5(d)	Consortium (Refer Clauses 2.2.5(a), (c) & (g))
1.			
2.			

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

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

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

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

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

(Attach extra sheets, if necessary)

Annexure – III

ANNUAL TURNOVER CERTIFICATE

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

S.No.	Year	Turnover (Rs. in crores)
1.	2023-2024	
2.	2024-2025	
3.	2025-2026	
	Total	
Average annual turnover		

Note: Average Turnover of three consecutive financial years will be considered i.e., FY2023-24, FY 2024-25 and FY 2025-26.

DATE :

SIGNATURE OF THE BIDDER

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

NETWORTH CERTIFICATE

The Net worth of M/s ..... as on as on 31st March 2026is _____ crores and certified that the statement is true and correct.

DATE :

SIGNATURE OF THE BIDDER

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

Annexure-V

Statement of Legal Capacity

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

Ref.
Date:

To,
The Commissoner,
NagercoilCity Municipal Corporation
Balamore Road, Nagercoil, Kanyakumari District - 629 001

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has beendescribed 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 requisitepowers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of…….

* Please strike out whichever is not applicable.

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

Know all men by these presents, We……. (name of thefirm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), …… son/daughter/wife of…… and presently residing at ……., who is presentlyemployed with us/ the Lead Member of our Consortium and holding the position of……. , as our true and lawful attorney (hereinafter referred to as the"Attorney") to do in our name and on our behalf, all such acts, deeds and things as arenecessary or required in connection with or incidental to submission of our Bid for Selection of Concessionaire for establishment of40TPD Municipal Solid Waste based Bio-CNG Plant at Nagercoilunder PPP Mode on Design, Build, Finance, Operate and Transfer Basisproposed by NagercoilCity Municipal Corporation (the "Authority") including but not limited tosigning and submission of all Bids and other documents and writings,participate in Pre-bids and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of allcontracts including the Concession Agreement and undertakings consequent to acceptance ofour Bid, and generally dealing with the Authorityin all matters in connection with or relatingto or arising out of our Bid for the said Project and/ or upon award thereof to us and/or till theentering into of the Concession Agreement with the Authority.

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

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

For……..

(Signature, name, designation and address)

Witnesses:
1.
2.

Notarized

Accepted

……

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ powerof attorney in favour of the person executing this Power of Attorney for the delegationof power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have tobe legalized by the Indian Embassy and notarized in the jurisdiction where the Powerof Attorney is being issued. However, the Power of Attorney provided by Biddersfrom countries that have signed the Hague Legislation Convention, 1961 are notrequired to be legalized by the Indian Embassy if it carries a conforming Apostillecertificate.*

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

Whereas NagercoilCity Municipal Corporation (the "Authority") has invited Bids from interested parties for Selection of Concessionaire for establishment of a40 TPD Municipal Solid Waste based Bio-CNG Plant atNagercoil(the "Project") under Public Private Partnership (the "PPP") Mode on Design, Build, Finance, Operate and Transfer (the "DBFOT") Basis.

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 connecteddocuments in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as theLead 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 theConsortium's Bid for the Project.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, ……. having our registered office at……., and M/s…...……. having our registeredoffice at …….……., (hereinafter collectively referred to as the "Principals") dohereby irrevocably designate, nominate, constitute, appoint and authorize M/s……. having its registered office at ……., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as arenecessary 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 otherconferences, respond to queries, submit information/ documents, Accept Letter of Award signand execute contracts and undertakings consequent to acceptance of the Bid of theConsortium 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 orrelating to or arising out of the Consortium's Bid for the Project and/ or upon award thereoftill 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 andthings 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 oursaid Attorney in exercise of the powers hereby conferred shall and shall always be deemed tohave been done by us/ Consortium.

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

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

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.*

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 "FirstPart" which expression shall, unless repugnant to the context include its successorsand permitted assigns)

AND

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

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

WHEREAS

(A) NagercoilCity Municipal Corporation, having its office at, Balamore Road, Nagercoil, Kanyakumari District - 629 001(hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the Bids") by its Request for Proposal No. …… dated …… (the "RFP") for pre-qualification and short-listing of Bidders for Selection of Concessionaire for establishment ofa 40TPD Municipal Solid Waste based Bio-CNG Plant atNagercoil(the "Project") under Public Private Partnership (the "PPP") Mode on Design, Build, Finance, Operate and Transfer (the "DBFOT") Basis.

(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") forthe 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 consortiumconstituted for this Project, either directly or indirectly or through any of theirAssociates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared theSelected Bidder and awarded the Project, it shall incorporate the Special Purpose Vehicle (the "SPV"), under the Indian Companies Act, 2013 for entering into aConcession Agreement with the Authority and for performing all its obligations asthe 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 describedbelow:

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

4.2 Party of the Second Part shall be {Technical Member / Other Member (please specify: _____)}of the Consortium;

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for allobligations and liabilities relating to the Project and in accordance with the terms oftheRFP and the Concession Agreement, in accordance with theConcession 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 commercial operation of the facility.

6.3 The Parties undertake that the Consortium Members shall collectively hold 100% (one hundred percent) of the subscribed and paid-up equity share capital and voting rights of the SPV until COD, of which the Lead Member shall hold not less than 51% (fifty-one percent). From COD until the 5th anniversary of COD, the Consortium Members shall collectively hold not less than 51% (fifty-one percent) of the subscribed and paid-up equity share capital and voting rights of the SPV, of which the Lead Member shall hold not less than 26% (twenty-six percent). After the 5th anniversary of COD, the Consortium Members shall collectively hold not less than 26% (twenty-six percent) of the subscribed and paid-up equity share capital and voting rights of the SPV, of which the Lead Member shall continue to hold not less than 26% (twenty-six percent) until the expiry of the Concession Period.

6.4 The Parties undertake that they shall comply with all equity lock-in requirementsset 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 applicabilityto it;
    iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
    iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
    v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

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

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

8. Termination

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

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

9. Miscellaneous

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

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

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

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

In the presence of:

1. 2.

Notes:
1. The mode of the execution of the Joint Bidding Agreement should be in accordancewith the procedure, if any, laid down by the Applicable Law and the charterdocuments of the executant(s) and when it is so required, the same should be undercommon seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charterdocuments and documents such as resolution / power of attorney in favour of theperson executing this Agreement for the delegation of power and authority to execute his Agreement on behalf of the Consortium Member.

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

Annexure - IX

<IF APPLICABLE>

EXCLUSIVE MEMORANDUM OF UNDERSTANDING (the "MoU")

(to be executed on 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 "Technology Provider/ First Party" 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 "Second Party" which expression shall, unless repugnant to the context include its successors and permitted assigns) of the Second Part.

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

WHEREAS

A. Nagercoil City Municipal Corporation, an Urban Local Body under the administrative control of the Government of Tamil Nadu represented by its Commissioner having its principal office at …… (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the "Bid") by its Request for Proposal No. …… dated …… (the RFP") (the "Project").

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

C. It is a condition under the RFP document that the Bidder (being the Second Party, either solely or as a consortium), or any one member of the consortium, shall enter into an exclusive Memorandum of Understanding with the party meeting the Qualification Criteria 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 Second Party 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, 2013 registered in Tamil Nadu 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 Agreement with the Concessionaire, as approved by the Authority, with regards to provision of Technology, commissioning, operating etc., of the Bio-CNG plant as defined in the MoU.

4. Role of the Parties

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

a) The First Party shall be responsible for designing, engineering and supplying the technology for the Project and for providing the necessary technical assistance and monitoring during the construction and commissioning stages and thereafter during the operations and maintenance period for a minimum of five (5) years from COD in

accordance with a separate agreement to be entered into between the Concessionaire and the First Party. Failure to complete this five-year term shall constitute a Concessionaire Default under Article 30 of the DCA. All such activities, including the selection and deployment of the proposed technology, shall strictly satisfy and comply with the Scope of the Project (Article 2 of DCA), and the Specifications and Standards (Schedule H of DCA). The First Party shall monitor the project construction and O&M such that the facility is operated in accordance with the O&M standards (Article 17 of DCA) and shall consistently achieve the Key Performance Indicators (KPIs) as set forth in Article 23 and Performance Standards as set forth in Schedule K of DCA.

b) Second Party, through the Concessionaire, shall be responsible for financing, obtaining consent & clearance, carrying out civil works pertaining to the site as per the instruction of Technology Provider, coordination with Authority and all such duties 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 and DCA.

5. Where the First Party does not own the Technology and such technology is owned by its parent company / Associate, the First Party undertakes that it has the necessary rights to comply with the obligations stipulated in Clause 4.3 (xi) of the Draft Concession Agreement.

6. Representation of the Parties

Each Party represents to the other Parties that, as of the date of this exclusive MoU:

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. 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.

7. 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 above is signed by both the Parties. However, in case the Second Party or any consortium of the Second Party 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 Second Party 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.

8. 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	SIGNED, SEALED AND DELIVERED
For and on behalf of	For and on behalf of
FIRST PART by:	SECOND PART by:

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

In the presence of:

1.

2.

Notes:

1) The mode of the execution of the 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.

Annexure - X

FORMAT OF CERTIFICATE FROM THE STATUTORY AUDITOR OR COMPANY SECRETARY 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 Statutory Auditor **/** Company Secretary:
Signature:
Name:
ICSI/Membership Number:
Designation:
Date:

Annexure - XI

Certificate

Date: _____

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

SIGNATURE OF THE BIDDER
(WITH SEAL AND ADDRESS)

Annexure- XII

Undertaking for Land Border Clause

Undertaking with respect to Compliance of Restrictions for Countries which shares land borderwith 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,
Nagercoil Municipal Corporation
Balamore Road, Nagercoil, Kanyakumari District - 629 001

Dear Sir/Madam,

I have read the clause regarding restrictions on procurement from a bidder of a country which sharesa 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.

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)