*State Industries Promotion Corporation of Tamil Nadu Limited*

*19-A, Rukmani Lakshmipathy Road, Egmore, Chennai – 600 008*

**Tender Notice NIT.NO. 31 SP-II/MMLP/2026, Dt.14.02.2026**

# REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF CONCESSIONAIRE FOR DEVELOPMENT OF MULTI MODAL LOGISTICS PARK (MMLP) UNDER PPP MODE ON DBFOT BASIS WITH A CONCESSION PERIOD OF 60 YEARS IN SIPCOT INDUSTRIAL PARK, THOOTHUKUDI

| | |
|---|---|
| Date of Release of RFP | 18.02.2026 |
| Prebid Meeting | 27.02.2026 at 15.30 Hrs. |
| Last Date for Submission of Bid | 30.03.2026 up to 15.30 Hrs. |
| Date of Opening of Bid | 31.03.2026 at 15.30 Hrs. |

# Glossary

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|---|---|
| Allottees | As defined in Clause 1.1.13 |
| Associate | As defined in Clause 2.2.18 |
| Authority / Concessioning Authority / SIPCOT | State Industries Promotion Corporation of Tamil Nadu Limited (SIPCOT) |
| Appointed Date | As defined in Clause 1.1.11 |
| Bidding Documents | As defined in Clause 1.1.16 |
| Bid Due Date | As defined in Clause 1.1.16 |
| Bid Validity Period | As defined in Clause 1.2.2 |
| Bid Security | As defined in Clause 1.2.4 |
| Commercial Operation Date | As defined in Clause 2.2.15 |
| Concession | As defined in Clause 1.1.14 |
| Concessionaire | As defined in Clause 1.1.7 |
| Concession Agreement | As defined in Clause 1.1.7 |
| Consortium | As defined in Clause 2.2.1 (a) |
| Conflict of Interest | As defined in Clause 2.2.1 (d) |
| DBFOT | Design, Build, Finance, Operate and Transfer |
| GoTN | Government of Tamil Nadu |
| Highest Bidder / H1 Bidder | As defined in Clause 1.2.12 |
| Jt. Bidding Agreement | As defined in Clause 2.2.15 (g) |
| Lead Member | As defined in Clause 2.2.15 (c) |
| LOA | Letter of Award as defined in Clause 3.2.6 |
| Member | Member of a Consortium as defined in Clause 2.2.1 (a) |
| Net Worth | As defined in Clause 2.2.10 |
| PPP | Public Private Partnership |
| Performance Security | As defined in Clause 3.2.8 |
| Project | Shall refer to the development, operation and maintenance of a Multi Modal Logistics Park under PPP mode on DBFOT basis with a concession period of 60 years in SIPCOT Industrial Park, Thoothukudi, together with all Project Facilities and associated infrastructure. |
| Re. or Rs. or INR or ₹ | Indian Rupee |
| Selected Bidder/Successful Bidder | As defined in Clause 3.2.1 |
| SPV | As defined in Clause 2.2.14 |
| Tie Bids | As defined in Clause 3.2.2 |
| Eligible Experience | As defined in Clause 2.2.6 |

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|---|---|
| Eligible Projects | As defined in Clauses 2.2.7, 2.2.8 and 2.2.9 |

# Table of Contents


| | | |
|---|---|---|
| **GLOSSARY** | | **I** |
| **DISCLAIMER** | | **VI** |
| **IMPORTANT NOTICE** | | **VIII** |
| **1** | **INTRODUCTION** | **1** |
| **1.1** | **Background** | **1** |
| **1.2** | **Brief description of Bidding Process** | **4** |
| **1.3** | **Schedule for Bidding Process** | **9** |
| **2** | **INSTRUCTIONS TO BIDDERS** | **11** |
| **(A) GENERAL** | | **11** |
| **2.1** | **Scope of Bid** | **11** |
| **2.2** | **Eligibility of Bidders** | **12** |
| **2.3** | **Number of Bids and Cost thereof** | **23** |
| **2.4** | **Site Visit and Verification of Information** | **24** |
| **2.5** | **Acknowledgement by Bidder** | **24** |
| **2.6** | **Right to accept any Bid and to Reject any or all Bids** | **24** |
| **(B) DOCUMENTS** | | **25** |
| **2.7** | **Contents of the RFP** | **25** |
| **2.8** | **Clarifications regarding the Proposal** | **26** |
| **2.9** | **Amendment of RFP** | **27** |
| **(C) PREPARATION AND SUBMISSION OF THE BIDS** | | **28** |
| **2.10** | **Language** | **28** |

| | | |
|---|---|---|
| 2.11 | Submission of bid | 28 |
| 2.12 | Uploading of bid | 28 |
| 2.13 | Bid Due Date | 29 |
| 2.14 | Late submission of Bids | 29 |
| 2.15 | Modifications/ substitution/ withdrawal of Bids | 29 |
| **(D) EVALUATION OF TECHNICAL BID** | | **31** |
| 2.16 | Opening and Evaluation | 31 |
| 2.17 | Confidentiality | 31 |
| 2.18 | Tests of responsiveness | 32 |
| 2.19 | Clarifications sought by SIPCOT | 32 |
| **(E) QUALIFICATION OF TECHNICAL BIDS** | | **33** |
| 2.20 | Qualification and notification | 33 |
| **(F) BID SECURITY** | | **33** |
| 2.21 | Bid Security | 33 |
| **3** | **OPENING AND EVALUATION OF FINANCIAL BIDS** | **35** |
| 3.1 | Opening of Bids | 35 |
| 3.2 | Selection of bidder | 35 |
| 3.3 | Contacts during Bid Evaluation | 36 |
| **4** | **FRAUD AND CORRUPT PRACTICES** | **37** |
| **5** | **PRE-BID MEETING** | **39** |
| **6** | **MISCELLANEOUS** | **40** |

## LIST OF ANNEXURES


| | |
|---|---|
| Annexure-I | Letter comprising the Bid |
| Annexure-II | Details of the Bidder |
| Annexure-III | List of the eligible projects undertaken by the bidder in the last 10 years |
| Annexure-IV | Net Worth Certificate |
| Annexure-V | Turnover Certificate |
| Annexure-VI | Statement of Legal Capacity |
| Annexure-VII | Power of Attorney for signing of bid |
| Annexure-VIII | Power of Attorney for Lead Member of the Consortium |
| Annexure-IX | Joint Bidding Agreement for Consortium |
| Annexure-X | Declaration for not having blacklisted |
| Annexure-XI | Declaration for not having tampered the RFP |
| Annexure-XII | Deleted |
| Annexure-XIII | Format for Financial Proposal |
| Annexure-XIV | Bank Guarantee for Bid Security Format |
| Annexure XV | Certificate Regarding Compliance without Restrictions |
| Annexure XVI | Clarification on RFP Document Format |

# 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 SIPCOT 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 SIPCOT to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bids for qualification and in making their financial offers. This RFP includes statements, which reflect various assumptions and assessments arrived at by SIPCOT 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 SIPCOT, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

SIPCOT 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. SIPCOT may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

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

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

# IMPORTANT NOTICE

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

# 1 Introduction

## 1.1 Background

1.1.1 State Industries Promotion Corporation of Tamil Nadu Limited (SIPCOT) established in 1971, is engaged in developing and managing industrial parks as well as providing other industrial infrastructure. Over 54 years, SIPCOT has created and managed 50 industrial parks, including 8 Special Economic Zones (SEZs), spanning 48,926.48 acres in 24 districts with a focus on ensuring inclusive industrial development across the State. It has facilitated grounding 3,390 industrial units, attracting Rs. 1.99 lakh crore investments and generating 8.79lakh jobs. SIPCOT is further identifying new land parcels throughout the State for creating industrial land banks.

1.1.2 The activities of SIPCOT have increased manifold in the recent years from just establishment of Industrial Parks and allotment of land to implementation of various special schemes / projects such as Industrial Housing, Desalination Plant, Water Security Plan, Food Parks, Bulk Drug Park, Medical Devices Park, Mega Leather Footwear Cluster, Electronic Manufacturing Cluster, Furniture Hub, Innovation Centers, Plug & Play facilities, Warehousing, Trade Facilitation Centre etc.

1.1.3 Development of Multimodal Logistics Parks are proposed to improve the logistics efficiency of the country, enabling reduction in logistics cost. It is proposed to integrate logistics park network in 35 cities with high freight movement covering more than 50% of the total road freight movement in India.

1.1.4 In pursuance of the above, SIPCOT has identified and earmarked an extent of approximately 173 acres in SIPCOT Industrial Park, Thoothukudi for development of Multi Modal Logistics Park which shall aggregate the logistics and freight movement across the region. The identified Site is provided with basic infrastructure facilities like roads, water supply, storm water drains, power supply, streetlights, etc. up till the boundary of identified Site.

1.1.5 SIPCOT proposes to select a Bidder for developing the Multi Modal Logistics Park facilities under PPP mode on Design, Build, Finance, Operate and Transfer (DBFOT) basis with a concession period of 60 years ("the Project").

1.1.6 SIPCOT proposes to select a Bidder for awarding the Project through an open competitive bidding process in accordance with Tamil Nadu Transparency in Tenders Act, 1998 and Tamil Nadu Transparency in Tenders (Public Private Partnership Procurement) Rules, 2012 and in accordance with the procedure set out herein.

1.1.7 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 SIPCOT in the form provided by SIPCOT as part of the Bidding Documents pursuant thereto.

1.1.8 The Selected Bidder shall develop Multi Modal Logistics Park in compliance with statutory norms in force suitable for the logistics & warehousing segment.

a. The suggestive non-exhaustive list of facilities (indicative) to be created in the Multi Modal Logistics Park are as follows:
    1. Warehousing – Domestic & Bonded
    2. Transit Warehouse
    3. Container Yard – Domestic & EXIM
    4. Stock Yard
    5. Cargo Yard
    6. Truck Terminal
    7. Plug and Play, limited to 10% of the BUA
    8. Railway Siding & Freight Terminal
    9. Commercial Area, limited to 5% of the BUA
    10. Utility Area
    11. Cold Storage
    12. Truck parking facility
    13. Weighbridge
    14. Food court
    15. Amenities for drivers.
b. The Concessionaire shall ensure that the Project Site is equipped with the amenities including but not limited to water supply, electrical cabling, Common sewage treatment, waste management, Rainwater harvesting and High speed internet connectivity, etc.

1.1.9 The facility shall be developed with pre-requisite statutory clearances viz., Environmental Clearances (EC), Building Plan approval, Consent to Establish (CTE), Consent to Operate (CTO), DISH approval and other applicable clearances / approvals, power supply, etc. as per the requirements of Multi Modal Logistics Park project. The selected Bidder shall become conversant with the relevant laws, rules and regulations while designing and seeking approvals before the construction.

1.1.10 The Multi Modal Logistics Park shall understand the key needs for providing best-in-class modernized warehousing facilities and provide freight aggregation and distribution network. This park already has an excellent road and rail connectivity to enable multimodal freight transportation across the state and the region.

1.1.11 MINIMUM DEVELOPMENT OBLIGATION: The Selected Bidder shall undertake construction of at least 1.5 Mn sq.ft. of built-up area. ("Minimum Development Obligation ") in phases over a period of 15 years from the Appointed Date. The Minimum Development Obligations across the three phases is detailed below:

| Phase | % of Minimum Development Obligation | Minimum Development Obligation (Area in sft) |
|---|---|---|
| Phase I – 3rd (Third) Anniversary of Appointed Date | 25% | 0.375 Mn sft |
| Phase II – 10th (Tenth) Anniversary of Appointed Date | 50% | 0.75 Mn sft |
| Phase III – 15th (Fifteenth) Anniversary of Appointed Date | 25% | 0.375 Mn sft |
| **Total** | **100%** | **1.5 Mn sft** |

*(Explanation: For the purposes of this Proposal, Appointed Date shall mean, the date on which the Conditions Precedent are achieved.)*

1.1.12 The Selected Bidder shall market the facilities and enter into separate agreements with identified entities in accordance with the terms and conditions of the Concession Agreement in order to optimize the revenue collection. It is the responsibility of the Selected Bidder to operate and maintain Multi Modal Logistics Park through the tenure of the Concession Period to the required standards and level of performance.

1.1.13 The Selected Bidder shall not sub-lease the land for the development of Project Facilities. The Selected Bidder shall have the freedom to fix the Rental Charges for the Multi Modal Logistics Park and other services offered to the Allottees. If sub-lease of any land is required to satisfy any statutory requirement the same shall be permitted upon the approval of the Authority.

*For the purposes of this Proposal, "Allottee" shall mean and include the entities who have been leased Built Up Areas and facilities listed in 1.1.8 (a) by the Selected Bidder for carrying out the objectives of the MMLP.*

1.1.14 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").

1.1.15 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 SIPCOT'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 SIPCOT.

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

## 1.2 Brief description of Bidding Process

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

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

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

1.2.4 A Bidder will be required to deposit, along with his Bid, a Bid Security of Rs.1,00,00,000 (Rupees One Crore 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 under the Concession Agreement is provided. The Bid security shall be remitted through the e-procurement portal accessible at https://tntenders.gov.in.

1.2.5 The Bid shall be summarily rejected if the Bid Security is not remitted.

1.2.6 Bidders have to upload the UTR particulars of E Bank Guarantee issued by recognized Banks through the given e-procurement portal.

1.2.7 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.

1.2.8 The bidders shall visit the site by coordinating with the Project In-charge, SIPCOT Industrial Park, Thoothukudi.

1.2.9 Subsequent to the Bidding Process and upon selection of the Concessionaire/Selected Bidder, the fee payable to SIPCOT shall comprise of the three components stated below:

(i) One–Time Upfront Premium of INR 10,00,00,000 (Rupees Ten Crores only) within 15 days of the formation of SPV, shall be remitted directly to

SIPCOT. The Concession Agreement shall be executed after the remittance of the One-Time Upfront Premium.

(ii) Annual Concession Fee (ACF) of Rs.1,00,00,000 (Rupees One Crore Only) per annum towards the transfer of development rights shall be payable to SIPCOT on the first anniversary from the Appointed Date. Thereafter, for the first four (4) years (Years 1–4) same amount is paid to the SIPCOT. Commencing from the 5th (fifth) anniversary of the Appointed Date, the ACF shall increase to ₹1,50,00,000 (Rupees One Crore Fifty Lakhs Only) per annum till the 7th anniversary from the Appointed Date. From the 8th anniversary of the Appointed Date, the ACF shall be subject to 15% (fifteen percent) escalation every three years, calculated on the Annual Concession Fee of the immediately preceding Concession year and the same shall be paid to the Authority from the Escrow Account.

(iii) Concessionaire shall pay an amount equal to the Minimum Guarantee Amount (MGA) or Revenue Share (Percentage share of the Gross Revenue) whichever is higher and the same shall be paid to the Authority from the Escrow Account.

(iv) The Concessionaire shall pay to the Authority a nominal lease rent of Re. 1/- (Rupee One only) Per acre per annum for the Project Site of approximately 173 acres throughout the Concession Period.

1.2.10 The Minimum Guarantee Amount (MGA) and Annual Concession Fee (ACF) shall be as follows:

a. The Minimum Guarantee Amount (MGA) payable to SIPCOT shall be as below:

| Timeline | Amount | | |
|---|---|---|---|
| Appointed Date = A | ₹ | 0.00 | Crs |
| A + 12 months | ₹ | 0.00 | Crs |
| A + 24 months | ₹ | 0.00 | Crs |
| A + 36 months | ₹ | 1.00 | Crs |
| A + 48 months | ₹ | 1.00 | Crs |
| A + 60 months | ₹ | 2.00 | Crs |
| A + 72 months | ₹ | 2.12 | Crs |
| A + 84 months | ₹ | 2.12 | Crs |
| A + 96 months | ₹ | 2.12 | Crs |
| A + 108 months | ₹ | 2.25 | Crs |
| A + 120 months | ₹ | 2.25 | Crs |
| A + 132 months | ₹ | 2.25 | Crs |
| A + 144 months | ₹ | 2.38 | Crs |
| A + 156 months | ₹ | 2.38 | Crs |

| | | | |
|---|---|---|---|
| A + 168 months | ₹ | 2.38 | Crs |
| A + 180 months | ₹ | 2.52 | Crs |
| A + 192 months | ₹ | 2.52 | Crs |
| A + 204 months | ₹ | 2.52 | Crs |
| A + 216 months | ₹ | 2.68 | Crs |
| A + 228 months | ₹ | 2.68 | Crs |
| A + 240 months | ₹ | 2.68 | Crs |
| A + 252 months | ₹ | 2.84 | Crs |
| A + 264 months | ₹ | 2.84 | Crs |
| A + 276 months | ₹ | 2.84 | Crs |
| A + 288 months | ₹ | 3.01 | Crs |
| A + 300 months | ₹ | 3.01 | Crs |
| A + 312 months | ₹ | 3.01 | Crs |
| A + 324 months | ₹ | 3.19 | Crs |
| A + 336 months | ₹ | 3.19 | Crs |
| A + 348 months | ₹ | 3.19 | Crs |
| A + 360 months | ₹ | 3.38 | Crs |
| A + 372 months | ₹ | 3.38 | Crs |
| A + 384 months | ₹ | 3.38 | Crs |
| A + 396 months | ₹ | 3.58 | Crs |
| A + 408 months | ₹ | 3.58 | Crs |
| A + 420 months | ₹ | 3.58 | Crs |
| A + 432 months | ₹ | 3.80 | Crs |
| A + 444 months | ₹ | 3.80 | Crs |
| A + 456 months | ₹ | 3.80 | Crs |
| A + 468 months | ₹ | 4.02 | Crs |
| A + 480 months | ₹ | 4.02 | Crs |
| A + 492 months | ₹ | 4.02 | Crs |
| A + 504 months | ₹ | 4.27 | Crs |
| A + 516 months | ₹ | 4.27 | Crs |
| A + 528 months | ₹ | 4.27 | Crs |
| A + 540 months | ₹ | 4.52 | Crs |
| A + 552 months | ₹ | 4.52 | Crs |
| A + 564 months | ₹ | 4.52 | Crs |
| A + 576 months | ₹ | 4.79 | Crs |
| A + 588 months | ₹ | 4.79 | Crs |
| A + 600 months | ₹ | 4.79 | Crs |
| A + 612 months | ₹ | 5.08 | Crs |
| A + 624 months | ₹ | 5.08 | Crs |

| | | | | | |
|---|---|---|---|---|---|
| | | A + 636 months | ₹ | 5.08 | Crs |
| | | A + 648 months | ₹ | 5.39 | Crs |
| | | A + 660 months | ₹ | 5.39 | Crs |
| | | A + 672 months | ₹ | 5.39 | Crs |
| A + 684 months | ₹ | 5.71 | Crs | | |
| A + 696 months | ₹ | 5.71 | Crs | | |
| | | A + 708 months | ₹ | 5.71 | Crs |
| A + 720 months | ₹ | 6.05 | Crs | | |

b. The Annual Concession Fee payable to SIPCOT shall be as below,

| Timeline | Amount | | |
|---|---|---|---|
| Appointed Date = A | ₹ | 0.00 | Crs |
| A + 12 months | ₹ | 1.00 | Crs |
| A + 24 months | ₹ | 1.00 | Crs |
| A + 36 months | ₹ | 1.00 | Crs |
| A + 48 months | ₹ | 1.00 | Crs |
| A + 60 months | ₹ | 1.50 | Crs |
| A + 72 months | ₹ | 1.50 | Crs |
| A + 84 months | ₹ | 1.50 | Crs |
| A + 96 months | ₹ | 1.73 | Crs |
| A + 108 months | ₹ | 1.73 | Crs |
| A + 120 months | ₹ | 1.73 | Crs |
| A + 132 months | ₹ | 1.98 | Crs |
| A + 144 months | ₹ | 1.98 | Crs |
| A + 156 months | ₹ | 1.98 | Crs |
| A + 168 months | ₹ | 2.28 | Crs |
| A + 180 months | ₹ | 2.28 | Crs |
| A + 192 months | ₹ | 2.28 | Crs |
| A + 204 months | ₹ | 2.62 | Crs |
| A + 216 months | ₹ | 2.62 | Crs |
| A + 228 months | ₹ | 2.62 | Crs |
| A + 240 months | ₹ | 3.02 | Crs |
| A + 252 months | ₹ | 3.02 | Crs |
| A + 264 months | ₹ | 3.02 | Crs |
| A + 276 months | ₹ | 3.47 | Crs |
| A + 288 months | ₹ | 3.47 | Crs |
| A + 300 months | ₹ | 3.47 | Crs |
| A + 312 months | ₹ | 3.99 | Crs |
| A + 324 months | ₹ | 3.99 | Crs |

| | | | |
|---|---|---|---|
| A + 336 months | ₹ | 3.99 | Crs |
| A + 348 months | ₹ | 4.59 | Crs |
| A + 360 months | ₹ | 4.59 | Crs |
| Ae + 372 months | ₹ | 4.59 | Crs |
| A + 384 months | ₹ | 5.28 | Crs |
| A + 396 months | ₹ | 5.28 | Crs |
| A + 408 months | ₹ | 5.28 | Crs |
| A + 420 months | ₹ | 6.07 | Crs |
| A + 432 months | ₹ | 6.07 | Crs |
| A + 444 months | ₹ | 6.07 | Crs |
| A + 456 months | ₹ | 6.98 | Crs |
| A + 468 months | ₹ | 6.98 | Crs |
| A + 480 months | ₹ | 6.98 | Crs |
| A + 492 months | ₹ | 8.03 | Crs |
| A + 504 months | ₹ | 8.03 | Crs |
| A + 516 months | ₹ | 8.03 | Crs |
| A + 528 months | ₹ | 9.23 | Crs |
| A + 540 months | ₹ | 9.23 | Crs |
| A + 552 months | ₹ | 9.23 | Crs |
| A + 564 months | ₹ | 10.61 | Crs |
| A + 576 months | ₹ | 10.61 | Crs |
| A + 588 months | ₹ | 10.61 | Crs |
| A + 600 months | ₹ | 12.21 | Crs |
| A + 612 months | ₹ | 12.21 | Crs |
| A + 624 months | ₹ | 12.21 | Crs |
| A + 636 months | ₹ | 14.04 | Crs |
| A + 648 months | ₹ | 14.04 | Crs |
| A + 660 months | ₹ | 14.04 | Crs |
| A + 672 months | ₹ | 16.14 | Crs |
| A + 684 months | ₹ | 16.14 | Crs |
| A + 696 months | ₹ | 16.14 | Crs |
| A + 708 months | ₹ | 18.56 | Crs |
| A + 720 months | ₹ | 18.56 | Crs |

1.2.11 The bidders are required to quote the percentage of revenue share offered to SIPCOT on the Gross Revenue over and above the base value of 5%. The percentage of Revenue Share will be the bid parameter for determining the H1 bidder.

1.2.12 The bidder whose percentage of Revenue Share is higher, will be adjudged Highest Bidder / H1 Bidder and will be awarded the concession. This is over and above the Annual Concession Fee stipulated in clause 1.2.10.

1.2.13 The remaining Bidders shall be kept in reserve until the issuance of LOA to the H1 Bidder and may, in accordance with the process specified in Section 3 of this RFP, be invited to match the Bid submitted by the H1 Bidder in case such H1 Bidder withdraws or is not selected for any reasons. In the event that none of the other Bidders match the Bid of the H1 Bidder, SIPCOT may, in its discretion, invite fresh Bids from all remaining Bidders or annul the Bidding Process, as the case may be.

1.2.14 The selected bidder shall open an escrow account along with SIPCOT and all the transactions, with respect to this Project with the exception of the One-Time Upfront Premium, shall be routed through the Escrow Account.

1.2.15 The selected bidder shall execute a water supply agreement with SIPCOT. The Cost payable for supply for water is exclusive of fee stipulated in clause 1.2.9. The rates for the abovementioned Water Supply Agreement shall be at the prevailing rate fixed by the SIPCOT from time to time. The Concessionaire shall be at liberty to collect the same from the Allottees at a value determined by the Concessionaire.

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

1.2.17 Any queries or request for additional information / clarifications concerning this RFP shall be submitted in writing to "Managing Director, State Industries Promotion Corporation of Tamil Nadu Limited, 19-A, Rukmani Lakshmipathy Road, Egmore, Chennai 600 008" or through e-mail to civil@sipcot.in & splpr2@sipcot.in as per the format given in Annexure-XVI.

## 1.3 Schedule for Bidding Process

1.3.1 SIPCOT shall endeavour to adhere to the following schedule:

| S. No. | Milestones | Date |
|---|---|---|
| 1 | Issue of RFP | 18.02.2026 |
| 2 | Last date for receiving queries | 26.02.2026 |
| 3 | Pre-Bid Meeting | 27.02.2026, 15:30 Hrs. |
| 4 | Bid Due Date | 30.03.2026 up to 15:30 Hrs. |
| 5 | Opening of Bids | 31.03.2026 at 15:30 Hrs |
| 6 | Validity of Bids | 180 days after Bid Due Date |
| 7 | Formation of SPV and Signing of Concession Agreement | Within 45 days of award of LOA |

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

# 2 Instructions to Bidders

## (A) General

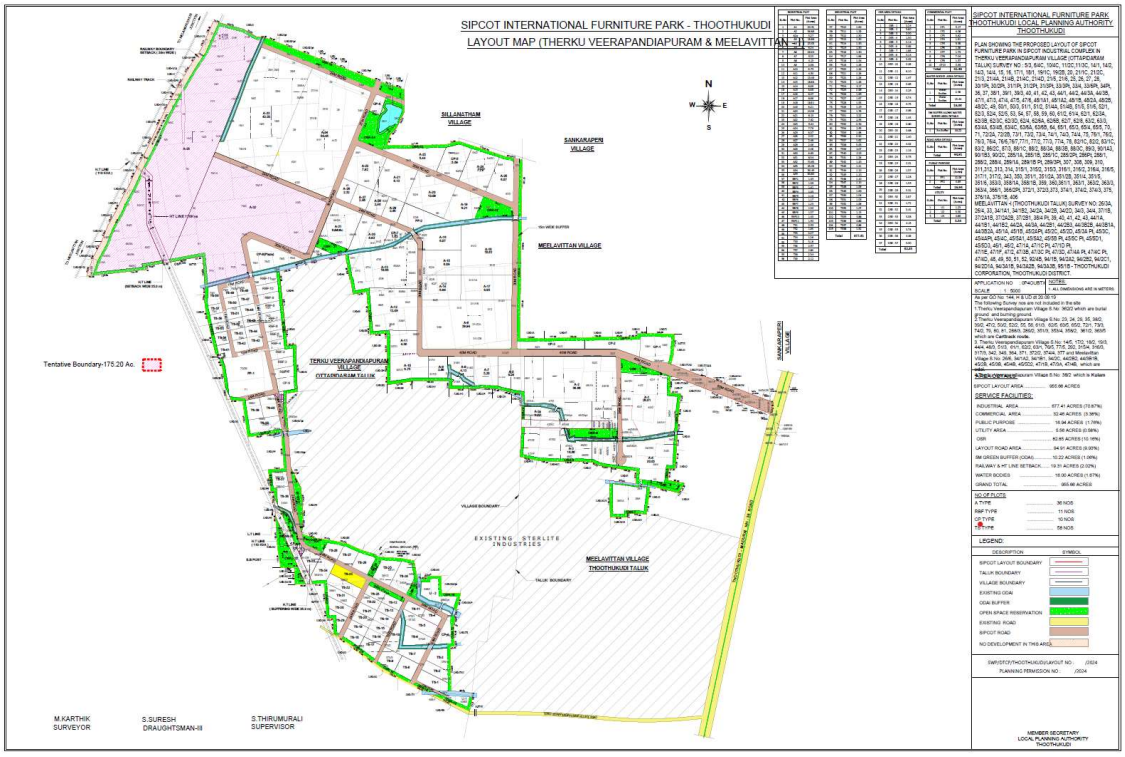
## 2.1 Scope of Bid

2.1.1 SIPCOT proposes to receive Bids from eligible bidders for the selection of Concessionaire for Development of Multi Modal Logistics Park under PPP mode on DBFOT basis with a Concession Period of 60 years in SIPCOT Industrial Park, Thoothukudi

2.1.2 Location of the site:

a. SIPCOT has earmarked an extent of approximately 173 acres of land located in no: A-32 in SIPCOT Industrial Park, Thoothukudi, for the proposed Development of Multi Modal Logistics Park.

b. The land is already in possession of SIPCOT and the same is as shown in the map below:




2.1.3 Permissible/Non- Permissible Activities in the Project facilities

a. Permissible Activities in Multi Modal Logistics Park :

i. Manufacturing/ assembling/ Labelling/ Sorting/ Packaging/ Stuffing/ De-stuffing – limited to 10% of the BUA
ii. Under Warehousing activity - General warehouses, specialized warehouses, cold chain storage, and bonded warehouses
iii. Admin and office space - Dedicated office space for custom brokers, freight forwarders, and logistics service providers
iv. Container stack yard
v. Food Court
vi. Training and Skill Development
vii. Any other activity connected to (i) to (ii)

b. Non-Permissible Activities in the Project facilities
   i. Construction of any Residential Buildings excluding any staff dwelling constructed during the Concession Period.
   ii. Waterbodies if any present within the Project Site shall be maintained as such and no construction will be permitted on the same.

## 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. The Bidder for pre-qualification may be any Company registered within India under the Companies Act, 1956/ 2013 or any foreign Company registered outside India or any Alternative Investment Funds registered under the SEBI (Alternative Investment Funds) Regulations, 2012.
c. Once such a Bidder is selected, such Selected Bidder must incorporate a Company under the Companies Act, 2013, Special Purpose Vehicle (SPV) for the purpose of this Project. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.5 below.
d. The Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. The Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

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

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

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

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

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

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

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

viii. The Bidder or any consortium member is declared Insolvent by the Insolvency and Bankruptcy Board of India or under the Insolvency and Bankruptcy Code, 2016 or has any matter pending under the National Company Law Tribunal against the bidder with respect to insolvency.

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

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

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

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

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

(ii) "Bidder from a country which shares a land border with India" means: An entity incorporated, established or registered in such a country, or

a. A subsidiary of an entity incorporated, established or registered in such a country; or
b. An entity substantially controlled through entities incorporated, established or registered in such a country; or
c. An entity whose beneficial owner is situated in such a country; or
d. A Consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

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

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

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

*b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of*

*their shareholding or management rights or shareholding agreements or voting agreements;*

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

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

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

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

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

(v) The Selected Bidder/ Concessionaire 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(f) (ii) above.

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

1. Eligibility Criteria

| Clause | Eligibility Criteria | Supporting Documents/Remarks |
|---|---|---|
| i. | The bidder should be<br>a. a registered Company | (i) Copy of Incorporation Certificate issued by the Appropriate Authority as |

| Clause | Eligibility Criteria | Supporting Documents/Remarks |
|---|---|---|
| | in India and should be in existence for the past 3 years as on 31st December 2025<br>(or)<br>b. Any foreign Company registered outside India and should be in existence for the past 3 years as on 31st December 2025<br>(or)<br>c. Any Alternative Investment Funds registered under the SEBI (Alternative Investment Funds) (AIFs) Regulations, 2012, specializing in Infrastructure or Real Estate | applicable<br><br>(ii) Copy of Memorandum of Articles and Articles of Association or other appropriate Incorporation documents as applicable<br><br>(iii)Certificate of Registration for AIFs as applicable from SEBI |
| ii. | In case of Consortium of bidders:<br><br>a. Consortium of Bids is allowed with maximum of two members.<br><br>b. The consortium shall designate anyone of the members as the as Lead member.<br><br>c. No partner of the Consortium should bid individually or be a partner of another Consortium. | (i) The Consortium partners individually should submit the following:<br>● Copy of Incorporation Certificate issued by the Registrar of Companies<br>● Copy of Memorandum and Articles of Association<br>(ii) Joint Bidding Agreement as per Annexure – IX. |

| Clause | Eligibility Criteria | Supporting Documents/Remarks |
|---|---|---|
| iii | The single bidder / all of the consortium partners should not have been blacklisted by Central Government, any State Government, a Statutory Body, any Public Sector Undertaking, Banks or Financial Institutions or declared as NPA by Banks or Financial Institutions as on the date of tender opening. | (i) The declaration form as per Annexure X should be enclosed. In case of consortium, each partner should submit a separate declaration form.<br><br>(ii) Further, if the bidder is found blacklisted in India before award of contract by any Government agency, the bid will be rejected. |

2.2.3 **Qualification Criteria**

Bidders shall mean the prospective Bidders having requisite Technical Capacity and Financial Capacity as mentioned under Clause 2.2.4 and 2.2.5 respectively of the RFP.

2.2.4 Technical Capacity

a. Paid for, or received payments for, construction of Eligible Project(s); and/ or
b. Paid for development of Eligible Project(s) as specified in Clause 2.2.7, 2.2.8 and 2.2.9 of this RFP (excluding the cost of land); and/ or

The capital cost of each project in accordance with Clause 2.2.7 of the RFP, has been at a minimum of Rs. 300 Crore (Rupees Three Hundred Crores only)

2.2.5 Financial Capacity

a. The Bidder shall have a minimum Positive Net Worth of Rs. 100 Crores (Rupees One Hundred Crores only) at the close of the immediately preceding financial year.
b. Average Annual Turnover during the last three financial years i.e. 2022-23, 2023-24, 2024-25 shall not be less than INR 500 Crores (Rupees Five Hundred Crores only)
c. In case of a Consortium, the combined Financial Capacity in terms of and Net Worth and Annual Turnover of the Consortium Members shall be taken into consideration.
d. In case of AIF, the Assets Under Management ("AUM") shall be at a minimum of Rs.1000 Crores (Rupees One Thousand Crores Only) at the close of the immediately preceding financial year.

2.2.6 **Eligible Experience**

Subject to the provisions of Clause 2.2.3, any category or a combination of any of the following categories of experience would qualify as Technical Capacity and Eligible Experience (the "Eligible Experience") in relation to eligible projects as stipulated in Clauses 2.2.7, 2.2.8 and 2.2.9 (the "Eligible Projects"):

a. Category 1: Project experience on Eligible Projects in Logistics sector that qualify under Clause 2.2.8
b. Category 2: Project experience on Eligible Projects in Core sector that qualify under Clause 2.2.8
c. Category 3: Construction experience on Eligible Projects in Logistics sector that qualify under Clause 2.2.9
d. Category 4: Construction experience on Eligible Projects in Core sector that qualify under Clause 2.2.9

2.2.7 **Eligible Projects**

For the purpose of this RFP, the below is the list of categories for Eligible Projects:

a. Logistics sector would be deemed to include Maritime Ports, Riverine ports, Air cargo terminals, Rail cargo terminals, Logistics parks, Inland Container Deport (ICD), Container Freight station, Free Trade Warehousing Zone (FTWZ), Warehouses, Cold storage facilities, Plug and Play Factory Buildings, manufacturing / processing related Industrial Parks/ Estates/SEZ; and
b. Core sector would be deemed to include Highways, Railways, Metro Rail, Thermal Power, Transmission Project, Airports, Oil and Gas.

*(Explanation: Eligible Experience in respect of each category shall be measured only for Eligible Projects.)*

2.2.8 For a project to qualify as an Eligible Project under Categories 1 and 2

a. It should have been undertaken as a PPP project on BOT, BOLT, BOO, BOOT or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be. For the avoidance of doubt, a project which constitutes a natural monopoly such as an airport or port should normally be included in this category even if it is not based on a long-term agreement with a public entity.
b. the entity claiming experience should have held, in the company owing the Eligible Project, a minimum of 26% (twenty-six per cent) equity during the entire year for which Eligible Experience is being claimed; and
c. the capital cost of the project should be more than Rs. 300 Crore (Rupees Three Hundred Crores only); and
d. the entity claiming experience shall, during the last 10 (ten) financial years preceding the Bid Due Date, have (i) paid for development of the project

(excluding the cost of land), and/ or (ii) collected and appropriated the revenues from users availing of non-discriminatory access to or use of project assets, such as revenues from logistics parks, rail cargo terminals, highways, airports, ports and other projects listed under Clause 2.2.7 above, but shall not include revenues from sale or provision of goods or services such as electricity, gas, petroleum products, telecommunications or fare/freight revenues and other incomes of the company owning the Project.

2.2.9 For a project to qualify as an Eligible Project under Categories 3 and 4

a. The Bidder should have paid for execution of its construction works or received payments from its client(s) for construction works executed, fully or partially, during the 10 (ten) financial years immediately preceding the Bid Due Date, and only the payments (gross) actually made or received, as the case may be, during such 10 (ten) financial years shall qualify for purposes of computing the Experience Score. However, the total payments/receipts of less than Rs. 300 Crore (Rupees Three Hundred Crores only) in respect to an Eligible project under Clause 2.2.7; shall not be reckoned as payments/receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract.

b. The Bidders shall quote experience in respect of a particular Eligible Project under any one category only, even though the Bidder (either individually or along with a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.

*(Illustration: For illustration and avoidance of any doubt, if a Bidder has developed a Logistics sector project such that the project is eligible to qualify in Category 1 as well as in Category 3 of the Clause 2.2.8 and 2.2.9 respectively, then the Bidder shall quote the experience pertaining to this particular project only once towards meeting Threshold Technical Capacity.)*

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

2.2.11 **Experience Score**

a. A Bidder's experience shall be measured and stated in terms of a score (the "Experience Score"). The Experience Score for an Eligible Project in a given category would be the eligible payments and/or receipts , divided by one crore and then multiplied by the applicable factor in Table below. In case the Bidder has experience across different categories, the score for each category would be computed as above and then aggregated to arrive at its Experience Score.

Table: Factors for Experience across categories

| Category | Factor |
|---|---|
| Category 1 | 1.25 |
| Category 2 | 1.0 |
| Category 3 | 1.0 |
| Category 4 | 0.75 |

b. The Experience Score of the Bidder shall be computed as a weighted average of the Experience Score of a member and its proposed equity stake (%) in the Consortium,

*(Explanation: For Weighted Experience Score*
*If Company A has been assessed to have an Experience Score of 1000 and Company B has been assessed to have an Experience Score of 500, in a Consortium with shareholding of A as 60% and B as 40%, then the Weighted Experience Score of the Consortium shall be*
*1000 X 60% + 500 X 40% = 800)*

2.2.12 **Qualification of Bidders**

All the Bidders who fulfil the eligibility and qualification criteria specified in Clauses 2.2.4 and 2.2.5 will be declared as qualified and the financials bids of those qualified bidders will only be opened.

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

2.2.14 Where the Bidder is a single entity, it shall be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 2013 (the "SPV"), to execute the Concession Agreement and implement the Project. The single entity shall directly hold 100% of the subscribed and paid up equity share until the 3rd (Third)

Anniversary of Appointed Date or achievement of phase-I MDO whichever is later, and thereafter shall directly hold at least 51% share until the 6th (Sixth) anniversary of Appointed Date, and thereafter the single entity shall directly hold at least 26% (Twenty Six percent) of subscribed and paid-up equity share capital until the 10th (Tenth) anniversary of Appointed Date or achievement of phase-II MDO whichever is later; further may dissolve up to 100% (hundred percent) of the issued and paid up equity share capital. Any replacement of shareholders having more than 26% of the shareholding in the SPV shall be permitted only with the prior written approval of the Authority.

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

a. Number of members in a consortium shall not exceed 2 (Two);
b. Subject to the provisions of sub-clause (a) above, the Bid should contain the information required for each member of the Consortium;
c. Members of the Consortium shall nominate one member as the lead member (the "Lead Member"). The nomination(s) shall be supported by a Power of Attorney, as per the format at Annexure-VIII, signed by all the other member of the Consortium;
d. The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and O&M obligations;
e. An individual Bidder cannot at the same time be a member of a Consortium. Likewise, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium.
f. Members of the Consortium shall enter into a Joint Bidding Agreement, substantially in the form specified at Annexure-IX (the "Jt. Bidding Agreement"). The Jt. Bidding Agreement, to be submitted along with the Bid, shall, inter alia:
    i. convey the intent to form a SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Bidder in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;
    ii. clearly outline the proposed roles and responsibilities, if any, of each member;
    iii. commit the minimum equity stake to be held by each member;
    iv. commit that the Consortium shall directly hold 100% of the subscribed and paid up equity share and the Lead Member shall directly hold 51%

of subscribed and paid-up equity share capital of the Concessionaire until the 3rd (Third) Anniversary of Appointed Date or achievement of phase-I MDO whichever is later and thereafter the Consortium shall directly hold at least 51% share and the Lead member shall hold at least 26% share of subscribed and paid-up equity share capital of the Concessionaire, until the 6th (Sixth) anniversary of Appointed Date, and thereafter the Lead Member shall directly hold at least 26% (Twenty Six percent) of subscribed and paid-up equity share capital of the Concessionaire, until the 10th (tenth) anniversary of Appointed Date or achievement of phase-II MDO whichever is later; further may dissolve up to 100% (hundred percent) of the issued and paid up equity share capital. Any replacement of shareholders having more than 26% of the shareholding in the SPV shall be permitted only with the prior written approval of the Authority.

v. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Bidder in relation to the Project in accordance with the Concession Agreement; Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority; and

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

*(Explanation: For the purposes of this Proposal, "Commercial Operation Date" or "COD" shall mean the date on which the first invoice is generated;)*

*(Explanation: For the purposes of this Proposal, "Rental Charges" shall mean the payments made by the Allottees to the Selected Bidder for leasing of the built-up area and facilities.*

2.2.16 Deleted.

2.2.17 The Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder, Consortium Member or Associate. Provided, however that whereas Bidder claims that its disqualification arising on account of any cause or event specified in this Clause 2.2.17 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 SIPCOT for seeking a waiver from the disqualification hereunder and SIPCOT may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

2.2.18 In computing the Technical Capacity, and Net Worth of the Bidder / Consortium members under Clauses 2.2.3, the Net Worth of their respective Associates would also be eligible as hereunder.

*(Explanation: For purposes of this RFP, Associate means, in relation to the Bidder/Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder / Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (Fifty one 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. An Associate in relation to the Bidder/Consortium, shall sell their shares only with the prior approval of the Authority. It is clarified that a certificate from the Statutory Auditor who audits the book of accounts or the Company Secretary of the Bidder or the Consortium Member shall be provided to demonstrate that a person is an Associate of the Bidder or the Consortium as the case may be.)*

2.2.19 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; and
b. Information supplied by the Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms; and
c. In responding to the pre-qualification submissions, Bidders should demonstrate their capabilities in accordance with Section 3 below; and
d. In case the Bidder is a Consortium, each Member should substantially satisfy the RFP requirements to the extent specified herein.

## 2.3 Number of Bids and Cost thereof

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

2.3.2 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. SIPCOT will not be responsible

or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

## 2.4 Site Visit and Verification of Information

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

## 2.5 Acknowledgement by Bidder

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

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

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

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

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

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

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

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

i. invite the remaining Bidders to match the H1 Bidder / submit their Bids in accordance with the RFP; or
ii. take any such measure as may be deemed fit in the sole discretion of SIPCOT, including annulment of the Bidding Process.

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

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

# (B) Documents

## 2.7 Contents of the RFP

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

**Invitation for Bids**

Section 1. Introduction

Section 2. Instructions to Bidders

Section 3. Opening and Evaluation of Financial Bids

Section 4. Fraud & Corrupt Practices
Section 5. Pre-bid meeting
Section 6. Miscellaneous

**Annexures**

I. Letter comprising the Bid
II. Details of the Bidder
III. List of eligible projects undertaken by the Bidder in the last 10 years
IV. Net Worth Certificate
V. Turnover Certificate
VI. Statement of Legal Capacity
VII. Power of Attorney for signing of bid
VIII. Power of Attorney for Lead Member of Consortium
IX. Joint Bidding Agreement for Consortium
X. Declaration for not being blacklisted.
XI. Declaration for not having tampered the RFP.
XII. Deleted
XIII. Format for Financial Proposal
XIV. Bank Guarantee for Bid Security
XV. Certificate Regarding Compliance with Restrictions
XVI. Clarification of RFP document format

2.7.2 Format for Financial Proposal SIPCOT accepts no responsibility for the completeness of the RFP document and its addenda unless they were obtained directly from SIPCOT.

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

## 2.8 Clarifications regarding the Proposal

2.8.1 Bidders requiring any clarification on the RFP may notify SIPCOT in writing or by e-mail in accordance with Clause 1.2.17. They should send their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. SIPCOT shall endeavour to respond to the queries within the period specified therein. The responses will be uploaded https://tntenders.gov.in.

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

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

## 2.9 Amendment of RFP

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

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

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

# (C) Preparation and Submission of the Bids

## 2.10 Language

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

## 2.11 Submission of bid

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

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

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

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

## 2.12 Uploading of bid

2.12.1 Technical bid

a. Bid in the prescribed format (Annexure-I) along with Annexures and supporting documents;
b. Details of the bidder as per Annexure-II
c. Documents in response to fulfilment of Technical and Financial Eligibility criteria
d. Power of Attorney for signing the Bid as per the format at Annexure-VII;
e. if applicable, the Power of Attorney for Lead Member of Consortium as per the form at Annexure-VIII;
f. Copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Annexure-IX;
g. Copy of Incorporation Certificate and Memorandum and Articles of Association.
h. List of projects undertaken by the bidder as per the format at Annexure-III.
i. LOA and Completion Certificates of the eligible projects

j. The Annual Report / certified copies of Balance Sheet, Profit & Loss statement for the last 3 consecutive financial years i.e., 2022-23, 2023-24 and 2024-25.
k. Net worth certificate duly certified by Chartered Accountant as per Annexure IV
l. Turnover of the Bidder certified by an Auditing Professional/Firm in compliance with Annexure V.
m. Declaration for not having black listed either by SIPCOT or by any other Govt. agencies (as per Annexure X)
n. Declaration for not having tampered the RFP documents downloaded from https://tntenders.gov.in (Annexure XI)
o. Deleted
p. Latest Income Tax return
q. Notarized translated English version of the documents in a language other than English/Tamil, if any

2.12.2 Financial Bid

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

## 2.13 Bid Due Date

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

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

## 2.14 Late submission of Bids

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

## 2.15 Modifications/ substitution/ withdrawal of Bids

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

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

# (D) Evaluation of Technical bid

## 2.16 Opening and Evaluation

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

2.16.2 SIPCOT will subsequently examine and evaluate the technical bids in accordance with the provisions set out in this Clause.

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

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

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

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

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

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

2.16.9 SIPCOT may arrange for field inspection of the projects already executed by the Bidder to verify their pre-qualifying conditions and in case if any failure to satisfy the requirements, their RFP will be rejected.

## 2.17 Confidentiality

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

or assert any right or privilege of the statutory entity and/ or SIPCOT or as may be required by law or in connection with any legal process.

## 2.18 Tests of responsiveness

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

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

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

## 2.19 Clarifications sought by SIPCOT

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

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

# (E) Qualification of Technical Bids

## 2.20 Qualification and notification

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

# (F) BID SECURITY

## 2.21 Bid Security

2.21.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 1.2.4 hereinabove in the form of online transfer or e – Bank Guarantee specified in Clause 1.2.6 (https://tntenders.gov.in) issued by Nationalized bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. one thousand crore), (the "Bank Guarantee") and having a validity period of not less than 180 (one hundred and eighty) days from the Bid Due Date and a claim period of 30 (thirty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time.

The bidder can generate the e-BG challan through tntenders portal in the following 10 banks e-BG's in favors of tntenders portal (https://tntenders.gov.in).

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

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

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

2.21.4 The Selected Bidder's Bid Security will be returned, without any interest, upon furnishing the Performance

2.21.5 Security under the Concession Agreement 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, SIPCOT shall release the Bid Security.

2.21.6 SIPCOT shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.21.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that SIPCOT 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.

2.21.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to SIPCOT 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 Section 4 of this RFP;
b. If a Bidder withdraws its Bid after submission but before opening of the Bid or of a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and SIPCOT;
c. If the Selected Bidder fails the remit the following, 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 Opening of Bids

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

## 3.2 Selection of bidder

3.2.1 The bidder quoting the highest of Revenue Share over and above the fixed base value of 5% shall be declared as the successful bidder (the “Selected Bidder”) for award of the concession.

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

3.2.3 In the event that the H1 Bidder withdraws or is not selected for any reason in the first instance (the “first round of bidding”), SIPCOT may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid H1 Bidder (the “second round of bidding”). If in the second round of bidding, only one Bidder matches the H1 Bidder, it shall be the Selected Bidder. If two or more Bidders match the said H1 Bidder in the second round of bidding, then the Bidder whose Bid was Highest as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder.

3.2.4 In the event that no Bidder offers to match the H1 Bidder in the second round of bidding as specified in Clause 3.2.3, SIPCOT may, in its discretion, invite fresh Bids (the “third round of bidding”) from all Bidders except the H1 Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second H1 Bidder in the first round of bidding.

3.2.5 SIPCOT shall negotiate with the “Selected Bidder” for a further improvement of the Final Offer.

3.2.6 Upon finalization of the rate, a Letter of Award (the “LOA”) shall be issued, in duplicate, by SIPCOT 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, SIPCOT 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 With 30 (Thirty) days of Signing the Concession Agreement, the concessionaire shall remit a Performance Security of Rs. 10,00,00,000/- (Rupees Ten Crores Only) in the form of an Unconditional Irrevocable Bank Guarantee with an initial validity period of 3 years and the same would be renewable thereon until the 10th Anniversary of Appointed Date; and thereafter 20% escalation for every 5 years, with the first escalation applicable from the start of 11th Concession Year calculated on the Performance Security of the preceding Concession Year from any Indian Nationalized/Scheduled Commercial Bank.

## 3.3 Contacts during Bid Evaluation

3.3.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time SIPCOT 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, SIPCOT and/ or their employees/ representatives on matters related to the Bids under consideration.

# 4 Fraud and Corrupt Practices

4.1.1 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, SIPCOT may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or the Concessionaire, as the case may be, if it determines that the Bidder or the Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, SIPCOT 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 SIPCOT under the Bidding Documents and/ or the Concession Agreement, or otherwise.

4.1.2 Without prejudice to the rights of SIPCOT under Clause 4.1 herein above and the rights and remedies which SIPCOT may have under the LOA or the Concession Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, is found by SIPCOT 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 SIPCOT during a period of 2 (two) years from the date such Bidder, or Concessionaire, as the case may be, is found by SIPCOT 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.

4.1.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:

a. **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of SIPCOT who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the

service of SIPCOT, 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 (c) 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 SIPCOT in relation to any matter concerning the Project;

b. **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
c. **"coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
d. **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by SIPCOT with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
e. **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

# 5 Pre-bid Meeting

5.1.1 There will be a Pre-bid meeting on 27.02.2026 at 15.30 Hrs. in the Head Office of State Industries Promotion Corporation of Tamil Nadu Limited, 19-A, Rukmani Lakshmipathy Road, Egmore, Chennai 600 008 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.

5.1.2 In the event that the Bidder is unable to attend the Pre-Bid meeting physically at the above-mentioned address, the Pre-bid meeting will be enabled through a virtual mode using video conference, and the time and date shall be as stipulated in the Clause 5.1.1 The link for the online pre-bid meeting shall be _____

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

5.1.4 In the Pre-Bid Meeting, clarifications pertaining to technical, financial and other issues regarding the Bid Document as may be required by the interested bidders will be provided.

# 6 Miscellaneous

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

6.1.2 SIPCOT, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

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

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

# Annexure I

## Letter Comprising the Bid

From,
Name:
Address:

Ph:
Fax:
E-mail:

To,
The Managing Director,
State Industries Promotion Corporation of Tamil Nadu Limited,
19-A, Rukmani Lakshmipathy Road,
Egmore, Chennai 600 008.

**Sub**: RFP for selection of Concessionaire for Development of Multi Modal Logistics Park under PPP mode on DBFOT basis with a concession period of 60 years in SIPCOT Industrial Park, Thoothukudi.

Dear Sir,

1. With reference to your RFP document dated _____, I/we, having examined the RFP document and understood its contents, hereby submit my/our bid for the aforesaid project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that SIPCOT will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of Concessionaire for the aforesaid project, and we certify that all information provided is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of selection as Concessionaire for development of Multi Modal Logistics Park of the aforesaid project.
4. I/We shall make available to SIPCOT any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of SIPCOT to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we / any of the Consortium Members or our /their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement

or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We declare that:
    a. I/We have examined and have no reservations to the RFP document, including any Addendum issued by SIPCOT; and
    b. I/We do not have any conflict of interest in accordance with Clauses 2.2.1(d) of the RFP document; and
    c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any bid or request for proposal issued by or any agreement entered into with SIPCOT or any other public sector enterprise or any government, Central or State; and
    d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
    e. The undertakings given by us in response to the RFP for the Project were true and correct as on the date of making the bid and are also true and correct as on Bid Due Date and I/we shall continue to abide by them.
8. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16.5 of the RFP document.
9. I/We believe that we / our Consortium satisfy the Net Worth & Turnover criteria and meet(s) all the requirements as specified in the RFP document.
10. I/We declare that we/any Member of the Consortium, or our / its associates are not a Member of a / any other Consortium submitting a bid for the project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we /any member of Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the Country, we /any member of Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us /any member of Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.

14. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate SIPCOT of the same immediately.
15. I/we further certify that we /any member of Consortium or any of our/their Associates are not barred by the [central Government/ State Government] or any entity controlled by it, from participating in any project and no bar subsists as on the date of Bid.
16. I/ We understand that the Selected Bidder shall incorporate a special purpose vehicle under the Indian Companies Act, 2013 prior to execution of the Concession Agreement.
17. The power of attorney for signing of Bid and the power of attorney for Lead Member of Consortium, as per format provided at Annexures VII and VIII respectively of the RFP, are enclosed.
18. I/ We hereby confirm that we are in compliance of / shall comply with the project requirements specified in Clause 1.1.5. I/ We acknowledge and undertake that the single entity shall directly hold 100% of the subscribed and paid up equity share until the 3rd (Third) Anniversary of Appointed Date, and thereafter the single entity shall directly hold 100% of the subscribed and paid up equity share until the 3rd (Third) Anniversary of Appointed Date or achievement of phase-I MDO whichever is later, and thereafter shall directly hold at least 51% share until the 6th (Sixth) anniversary of Appointed Date, and thereafter the single entity shall directly hold at least 26% (Twenty Six percent) of subscribed and paid-up equity share capital until the 10th (Tenth) anniversary of Appointed Date or achievement of phase-II MDO whichever is later; further may dissolve up to 100% (hundred percent) of the issued and paid up equity share capital. Any replacement of shareholders having more than 26% of the shareholding in the SPV shall be permitted only with the prior written approval of the Authority.
19. I/ We hereby confirm that we are in compliance of / shall comply with the project requirements specified in Clause 1.1.5. I/ We acknowledge and undertake that the Consortium shall directly hold 100% of the subscribed and paid up equity share and the Lead Member shall directly hold 51% of subscribed and paid-up equity share capital of the Concessionaire until the 3rd (Third) Anniversary of Appointed Date or achievement of phase-I MDO whichever is later and thereafter the Consortium shall directly hold at least 51% share and the Lead member shall hold at least 26% share of subscribed and paid-up equity share capital of the Concessionaire, until the 6th (Sixth) anniversary of Appointed Date, and thereafter the Lead Member shall directly hold at least 26% (Twenty Six percent) of subscribed and paid-up equity share capital of the Concessionaire, until the 10th (tenth) anniversary of Appointed Date or achievement of phase-II MDO whichever is later; further may dissolve up to 100% (hundred percent) of the issued and paid up equity share capital. Any replacement of shareholders having more than 26% of the shareholding in the SPV shall be permitted only with the prior written approval of the Authority .

20. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and SIPCOT may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to the date of commercial operation of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without SIPCOT being liable to us in any manner whatsoever.
21. I/We, hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by SIPCOT in connection with the selection of Bidder, or in connection with the selection/ Bidding Process itself, in respect of the abovementioned Project and the terms and implementation thereof.
22. 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.
23. 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 SIPCOT or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
24. I/ We offer a Bid Security of Rs._____/- to SIPCOT in accordance with the RFP Document.
25. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
26. The revenue share has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the cost, implementation and operation of the Project.
27. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
28. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement in accordance with the terms herein.}**#
29. I/We shall keep this offer valid during the Bid Validity Period specified in the RFP.

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

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

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

**# Omit if the Bidder is not a Consortium.

# Annexure II

# Details of the Bidder

1.(a) Name

(b) Address of the corporate headquarters and its branch office(s):

(c) Date of incorporation and / or commencement of business, if applicable:

2. Brief description of the Company including details of its main lines of business

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 2.2.13 (f) should be attached to the Bid.

c. Information regarding role of each member should be provided as per table below:

| S. No. | Name of the member | Role* (Refer clause 2.2.4 and 2.2.5) | Percentage of equity in the Consortium |
|---|---|---|---|
| 1. | | | |
| 2. | | | |

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

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

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

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

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

(Attach extra sheets, if necessary)

# Annexure – III A

## LIST OF ELIGIBLE PROJECTS UNDERTAKEN BY THE BIDDER IN THE LAST 10 YEARS

| Bidder type | Name of the Project | Location | Land area (acres) | Built-up Area (sq.ft) | Project status (Completed/Under Construction)* | Sector (E.g., Logistics se/ Core sector) | Sector Sub-Category As per Clause 2.2.6 | Payments made/ received for construction/ development of the Eligible Projects | Experience Score |
|---|---|---|---|---|---|---|---|---|---|
| **Single entity Bidder** | | | | | | | | | |
| | | | | | | | | | |
| **Consortium Member 1** | | | | | | | | | |
| | | | | | | | | | |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Consortium Member 2** | | | | | | | | | |
| | | | | | | | | | |
| **TOTAL** | | | | | | | | | |

**Only the Completed Projects will be considered*

1. *For conversion of US Dollars to Rupees, the rate of conversion shall be conversion rate published by the Reserve Bank of India on the date of issue of this RFP. (1 (Foreign Currency) = ____ INR)*
2. *Divide the amount in the Experience column by one crore and then multiply the result thereof by the applicable factor set out in Eligibility Criteria of this RFP and in case of a Consortium, further multiply the result thereof by the proposed equity shareholding of the applicable. Member, to arrive at the Experience Score for each Eligible Project. In the case of an Eligible Project situated in an OECD country, the Experience Score so arrived at shall be further multiplied by 0.5.*

# Annexure – III B

# DETAILED LIST OF ELIGIBLE PROJECTS

In case of Single bidder/ Consortium/ Foreign entity, this table shall be filled for each of the Eligible projects individually submitted under the Technical Capacity by the Bidder and submitted under Annexure III B

| Item | Particulars of the Project |
|---|---|
| Title of the Project | |
| Category Code (Refer clause 2.2.6) | |
| Location | |
| Client | |
| Project Status (Completed / Under Construction) | |
| Land Area (acres) | |
| Built up Area (sq. ft) | |
| Sector (E.g., Logistics / Core sector) | |
| Sector Sub-Category (As per Clause 2.2.6) | |
| Project Vision & Objective | |
| Scope of Work engaged | |
| Total Project Cost (INR Cr) | |
| Date of commencement of contract with client | |
| Date of construction initiated | |
| Date of completion of the project – if applicable | |
| Equity shareholding in the project (As of project commencement date) | |
| Equity shareholding in the project (As of 31st December 2025) | |
| Revenues received through the project (As of 31st December 2025) | |

Instructions:

Bidders are expected to provide information in respect of each Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 2.2.8 and 2.2.9 of the RFP, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Bid. Bidders should also refer to the Instructions below.

1. For a single entity Bidder, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.
2. A separate sheet should be filled for each Eligible Project.
3. 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, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member. In case the Eligible Project relates to an Associate of the Bidder or its Member, write "Associate" along with Member Code.
4. Refer to Clause 2.2.6 of the RFP for category number.
5. The total payments received/ made and/or revenues appropriated for each Eligible Project are to be stated in Annexure-III A. The figures to be provided here should indicate the break-up for the past 10 (Ten) financial years. Year 1 refers to the financial year immediately preceding the Bid Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on. For all Categories , expenditure on development of the project and/or revenues appropriated, as the case may be, should be provided, but only in respect of projects having an estimated capital cost exceeding the amount specified in Clause 2.2.4 . Payment for construction works should only include capital expenditure, and should not include expenditure on repairs and maintenance.
6. In case of projects in Categories 1 and 2, particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor, counter party to PPA, etc.) may be provided. In case of projects in Categories 3 and 4, similar particulars of the client need to be provided.
7. Provide the estimated capital cost of Eligible Project.
8. For Categories 1 and 2 , the date of commissioning of the project, upon completion, should be indicated. In case of Categories 3 and 4, date of completion of construction should be indicated. In the case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.
9. For Categories 1 and 2, the equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed.
10. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.
11. Certificate from the Bidder's statutory auditor or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not

have statutory auditors, the auditors who audit the annual accounts of the Bidder/ Member/Associate may provide the requisite certification.

12. If the Bidder is claiming experience under PPP Project, should provide a certificate from its statutory auditor in the format below:

**Certificate from the Statutory Auditor regarding PPP projects**

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

We further certify that the total estimated capital cost of the project is Rs. ..... cr. (Rupees ……crore), of which Rs. …… cr. (Rupees ..... crore) of capital expenditure was incurred during the past ten financial years as per year-wise details noted below:

……

We also certify that the eligible annual revenues collected and appropriated by the aforesaid project company in terms of Clauses 2.2.6 of the RFP during the past ten financial years were Rs. ..... cr. as per year-wise details noted below:

……

Name of the audit firm:
(Signature, name and designation Date:
of the authorised signatory)

**Certificate from Statutory Auditor/ Company Secretary regarding Associate**

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of ..... (*name of the Associate*) is held, directly or indirectly, by …….. (*name of Bidder / Consortium Member*).

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

*{Describe the share-holding of the Bidder/ Consortium Member in the Associate}*

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

13. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience Score.

# Annexure – III C

In case of AUM, this table shall be filled by AUM for eligibility and submitted under Annexure III B

| Item | Refer Instruction | Particulars of the Project |
|---|---|---|
| Fund Name | | |
| Fund Launch Year | | |
| Fund Tenure | | |
| Total Fund Size / Committed Capital (INR Cr) | | |
| Drawn-down Capital (INR Cr) | | |
| Current Assets Under Management (INR Cr) | | |
| Sector Focus and share of assets under each sector (Real Estate / Infrastructure / Housing / Others) | | |
| Number of Investments Made | | |
| Investments in Real Estate / Housing Sector (INR Cr) | | |
| Geographic Focus (India / State / City/ Foreign) | | |
| Status of Fund (Active / Fully Deployed / Exited) | | |
| Net Asset Value (NAV) of Fund | | |
| SEBI Registration Number of AIF | | |

# Annexure - IV

# NETWORTH / AUM CERTIFICATE

(Refer Clause 2.2.5)

The Net Worth of _____ (Company/ Alternative Investment Funds (AIF) /Consortium) for the Financial Year 2024-2025 is as follows:

| | Net Worth*/Assets Under Management** (INR) |
|---|---|
| Bidder Type | Financial Year (2024-2025) |
| (1) | |
| Single entity Bidder | |
| | |
| Consortium Member 1 | |
| | |
| Consortium Member 2 | |
| | |
| | |
| | |
| | |

DATE :

SIGNATURE OF THE BIDDER

SIGNATURE OF EXTERNAL AUDITOR/ AUDITING PROFESSIONAL
(with seal and Address)

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

*In case of a foreign Entity, the Foreign Exchange Rate for the purpose of calculating the Net Worth is calculated as on the date of issue of this RFP. (1 (Foreign Currency) = ____ INR)*

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

***Assets Under Management, as applicable for AIFs shall mean the current market value of all investments held on behalf of investors by an AIF. Calculation of AUM shall be the total value of the assets plus cash or cash equivalence minus liabilities.*

# Annexure - V

## TURNOVER CERTIFICATE

**(Refer Clause 2.2.5)**

The Average Annual Turnover of _____ (Company/Consortium) for the three previous three financial years as on _____ is _____ Crores (Rupees _____ Crores Only), and certified that the statement is true and correct. The Average Annual Turnover of _____ (Company/Consortium), for the previous 3 (Three) Financial Years, are as follows:

| | Annual Turnover | | |
|---|---|---|---|
| Bidder Type | FY 2022-2023 | FY 2023-2024 | FY 2024-2025 |
| Single entity Bidder | | | |
| | | | |
| Consortium Member 1 | | | |
| | | | |
| Consortium Member 2 | | | |
| | | | |
| | | | |
| | | | |
| | | | |

DATE :

SIGNATURE OF THE BIDDER

SIGNATURE OF EXTERNAL AUDITOR/ AUDITING PROFESSIONAL
(with seal and Address)

Note:

*1) The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Application Due Date. The financial statements shall:*

*a) reflect the financial situation of the Bidder or Consortium Members.*

*b) be audited by a statutory auditor.*

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

*d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be accepted). and*

*e) The data point of the financial state (i.e. source of data to be highlighted).*

*2) In case of the foreign bidders, annual financial statements containing explicitly the requisite details are to be provided, a separate certification by statutory auditors or equivalent in their respective country, would in the above format will be necessary. In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under this RFP.*

*3) For conversion of other currencies into Indian Rupees (INR), kindly refer to published RBI exchanges rate as on the date of issue of RFP.*

*In case of a foreign Entity, the Foreign Exchange Rate for the purpose of calculating the Annual Turnover of immediately preceding three (3) financial years is calculated as on the date of issue of this RFP. (1 (Foreign Currency) = ____ INR)*

# Annexure-VI

## Statement of Legal Capacity

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

Ref.
Date:

To,
The Managing Director,
State Industries Promotion Corporation of Tamil Nadu Limited,
19-A, Rukmani Lakshmipathy Road,
Egmore, Chennai 600 008.

Dear Sir,

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

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

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of…….

* Please strike out whichever is not applicable

# Annexure-VII

## Power of Attorney for Signing of Bid

(Refer Clause 2.2.13)

Know all men by these presents, We……. (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr / Ms (name), …… son/daughter/wife of…… and presently residing at ……., who is presently employed with us/ the Lead Member of our Consortium and holding the position of……., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for selection of Concessionaire for Development of Multi Modal Logistics Park under PPP mode on DBFOT basis with a concession period of 60 years in SIPCOT Industrial Park, Thoothukudi by SIPCOT including but not limited to signing and submission of all Bids and other documents and writings, participate in Pre-bids and other conferences and providing information/ responses to SIPCOT, representing us in all matters before SIPCOT, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with SIPCOT in all matters in connection with or relating to or arising out of our Bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with SIPCOT.

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

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

For……..

(Signature, name, designation and address)

Witnesses:
1.
2.
Notarized
Accepted

……

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

*Notes:*

a. *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.*
b. *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.*
c. *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

# Annexure – VIII

## Power of Attorney for Lead Member of Consortium

(Refer Clause 2.2.13)

Whereas SIPCOT has invited Bids from interested parties for selection of Concessionaire for Development of Multi Modal Logistics Park under Public Private Partnership (the "PPP") Mode on Design, Build, Finance, Operate and Transfer (the "DBFOT") basis with a concession period of 60 years in SIPCOT Industrial Park Thoothukudi

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

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

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

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

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

For …….
(Signature)
……..
(Name & Title)
For …….
(Signature)
……..
(Name & Title)
For …….
(Signature)
……..
(Name & Title)
Witnesses:
1.
2.
……
(Executants)

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

Notes:

a. *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.*

b. *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.*

c. *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

# Annexure – IX

# JOINT BIDDING AGREEMENT

(Refer Clause 2.2.15 (f))
(To be executed on Stamp paper of appropriate value)

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

AMONGST

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

AND

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

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

WHEREAS

(A) State Industries Promotion Corporation of Tamil Nadu Limited (SIPCOT), having its office at 19A, Lakshmipathy Road, Egmore, Chennai – 600 008 (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 Development of Multi Modal Logistics Park under Public Private Partnership (the "PPP") Mode on Design, Build, Finance, Operate and Transfer (the "DBFOT") basis with a concession period of 60 years of SIPCOT Industrial Park, Thoothukudi.

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

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

NOW IT IS HEREBY AGREED as follows:

**1. Definitions and Interpretations**

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

**2. Consortium**

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

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

3. **Covenants**

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

**4. Role of the Parties**

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

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

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

**5. Joint and Several Liability**

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

**6. Shareholding in the SPV**

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

First Party:

Second Party:

6.2 The Parties undertake that the members in the consortium shall hold equity share capital as follows:

First Party:

Second Party:

6.3 Further, in case of Consortium, the Consortium shall directly hold 100% of the subscribed and paid up equity share and the Lead Member shall directly hold 51% of subscribed and paid-up equity share capital of the Concessionaire until the 3rd (Third) Anniversary of Appointed Date or achievement of phase-I MDO whichever is later and thereafter the Consortium shall directly hold at least 51% share and the Lead member shall hold at least 26% share of subscribed and paid-up equity share capital of the Concessionaire, until the 6th (Sixth) anniversary of Appointed Date, and thereafter the Lead Member shall directly hold at least 26% (Twenty Six percent) of subscribed and paid-up equity share capital of the Concessionaire, until the 10th (tenth) anniversary of Appointed Date or achievement of phase-II MDO whichever is later; further may dissolve up to 100% (hundred percent) of the issued and paid up equity share capital. Any replacement of shareholders having more than 26% of the shareholding in the SPV shall be permitted only with the prior written approval of the Authority.

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

**7. Representation of the Parties**

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

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

b. The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a

copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

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

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

**8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

**9. Miscellaneous**

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

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

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

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

In the presence of:

1. 2.

Notes:

i. *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
ii. *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute his Agreement on behalf of the Consortium Member.*
iii. *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

# Annexure - X

## Declaration for Not Being Blacklisted

Date: _____

Certified that M/s...../ the firm /company or its partners / shareholders have not been blacklisted as on _____ by SIPCOT 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 - XI

## Declaration For Not Having Tampered the RFP

Date: _____

a) I/We ……. having our office at ……. do declare that I/We have carefully read all the conditions of RFP floated by SIPCOT vide tender Ref. No. _____ for the selection of Concessionaire for Development of Multi Modal Logistics Park under PPP mode on DBFOT basis with a concession period of 60 years in SIPCOT Industrial Park Thoothukudi.

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

**SIGNATURE OF THE BIDDER**
**(with seal and address)**

# Annexure - XII

# Deleted

# Annexure - XIII

## Format for Financial Proposal

(Refer Clause 2.12.2)

ORIGINAL

**RATES ARE TO BE ENTERED ONLY IN THE BOQ FORMAT PROVIDED IN THE E-PROCUREMENT PORTAL**

**(Not to be submitted with the Technical Bid)**

Amount in ₹

| Description | Base % rate of Gross Revenue | % of Gross Revenue Share (Excluding GST) |
|---|---|---|
| Revenue share to the Concessioning Authority | **5.00%** | **Only for Illustrative purposes** |

# Annexure - XIV

## Bank Guarantee for Bid Security

B.G. No. Dated:

1. In consideration of you, SIPCOT (e-mail ID – civil@sipcot.in) (contact Number – 044 – 45261777), (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ……..(a Company registered under Companies Act, 1956/2013/ /Foreign Company registered under applicable act of respective country/ AIF)) and having its registered office at ……. (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder") which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for development, operation and maintenance of a Multi Modal Logistics Park under Design, Build, Finance, Operate and Transfer (DBFOT) Model on PPP Mode, (hereinafter referred to as "the Project") pursuant to the RFP Document dated_____ issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at …….. and one of its branches at _____(hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs.********(Rupees *********) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and

payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ********(Rupees *********).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and Eighty) days from the Bid Due Date and a claim period of 30 (thirty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

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

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

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

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

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

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

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

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

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

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

Signed and Delivered by ……
Bank

By the hand of Mr./Ms

(Signature of the Authorised Signatory)
(Official Seal)

# Annexure - XV

(To be on the letter of the Bidder/ Each Member of the Consortium)

## Certificate regarding Compliance with Restrictions

Under Rule 144 (xi) of the General Financial Rules (GFRs)

From, Date:
(Name of the Company)

To,
Managing Director,
State Industries Promotion Corporation of Tamil Nadu Limited,
19-A, Rukmani Lakshmipathy Road,
Egmore,
Chennai 600 008

BID for the Development of Multi Modal Logistics Park (MMLP) Under PPP Mode on DBFOT Basis With a Concession Period of 60 Years In SIPCOT Industrial Park, Thoothukudi.

Dear Sir/Madam,

Subject: Regarding Land Border Approval

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

I/We certify that this Bidder is not from such 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 more so specified in G.O.Ms.No.343, dated 18th September 2020 issued by Finance (Salaries) Department, Govt. of Tamil Nadu and will not subcontract 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.
Yours faithfully,
Date:

(Signature of the Authorised signatory)
Place:

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

# Annexure- XVI

# Clarification on RFP Document Format

<table>
<tr><td colspan="4">BIDDER'S REQUEST FOR CLARIFICATION</td></tr>
<tr><td colspan="2">Name and Address of the Organization submitting request</td><td>Name and Position of Person submitting request</td><td>Contact Details of The Organization / Authorized Representative</td></tr>
<tr><td colspan="2" rowspan="3"></td><td rowspan="3"></td><td>Tel:</td></tr>
<tr><td>Fax:</td></tr>
<tr><td>Email:</td></tr>
<tr><td>S. No.</td><td>Reference(s) (Section, Page)</td><td>Content of RFP requiring Clarification</td><td>Points of clarification required</td></tr>
<tr><td>1</td><td></td><td></td><td></td></tr>
<tr><td>2</td><td></td><td></td><td></td></tr>
<tr><td>3</td><td></td><td></td><td></td></tr>
</table>

**SIGNATURE OF THE BIDDER**
**(with seal and address)**