TIRUCHIRAPPALLI CITY MUNICIPAL CORPORATION

NATIONAL COMPETITIVE BIDDING (NCB) BIDDING PROCESS

FOR

MANAGAMENT AND OPERATION OF MULTI UTILITY FACILITY COMPLEX (MUFC) AT PANJAPPUR, TRICHY FOR TIRUCHIRAPPALLI CITY MUNICIPAL CORPORATION ON PUBLIC PRIVATE PARTNERSHIP ("PPP") MODE FOR A PERIOD OF 15 (FIFTEEN) YEARS

****

REQUEST FOR PROPOSAL (RFP)

BID DOCUMENT

VOLUME: 1

RFP Ref: 395/2025-26

Dated: 27.01.2026

Tiruchirappalli City Municipal Corporation

No.58, Bharathidasan Road, Cantonment,

Tiruchirappalli 620001, Tamil Nadu, India

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DISCLAIMER

The information contained in this Request for Proposal (hereinafter referred to as the "**RFP**") or any other document subsequently provided to the Bidders *(defined herein* in documentary or any other form, by or on behalf of the Authority (*defined herein*) or any of its employees or advisors or any other body corporate/organization/individuals nominated by it, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by Authority or its consultants 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 Bid (s) *(defined herein)* pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees, advisors, or consultants 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 the Bidding Documents are only indicative and for the sole purpose of making available to Bidders, information that may be useful to them in the formulation of their Bid(s). 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 Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority or any of its employees or advisors or consultants accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees, advisors or consultants 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 in the Bidding Process *(defined herein).*

It is further clarified that the Authority, its employees or advisors or consultants, also accept no liability of any nature whether resulting from negligence or otherwise, however, caused arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that Authority is bound to select a Bidder *(defined herein)* or to appoint the Selected Bidder *(defined herein)* or Concessionaire *(defined herein),* as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bid without assigning any reasons whatsoever.

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

Each Bidder's procurement of this RFP constitutes its agreement to, and acceptance of, the terms set forth in this Disclaimer. By acceptance of this RFP, the recipient agrees that this RFP and any information herewith supersedes document(s) or earlier information, if any provided or circulated, in relation to the subject matter hereto. The information provided pursuant to this RFP and any information contained herein shall be treated as confidential unless already publicly made available by either party. The Authority shall disclose information only when it is specifically instructed to do so by a statutory entity that has the power under law to require its disclosure or is to enforce or assert any right

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

Glossary

Bidders	As defined in Clause 1.2.2
Bid(s)	As defined in Clause 1.2.1
Bid Due Date	As defined in Clause 1.1.9
Associate	As defined in Clause 2.2.1(d)
Authority	As defined in Clause 1.1.1
Bidding Documents	As defined in Clause 1.1.8
Bidding Process	As defined in Clause 1.2.1
Concessionaire	As defined in Clause 1.1.3
Concession Agreement	As defined in Clause 1.1.3
Conflict of Interest	As defined in Clause 2.2.1 (c)
Consortium	As defined in Clause 2.2.1 (a)
Financial Capacity	As defined in Clause 2.2.2 (B)
GoTN	Government of Tamil Nadu
GoI	Government of India
Jt. Bidding Agreement	As defined in Clause 2.1.6 (f)
Lead Member	As defined in Clause 2.1.6 (c)
LOA	Letter of Award
Member	Member of a Consortium
Net Worth	As defined in Clause 2.2.5 (ii)
M&O	Management and Operation
PPP	Public Private Partnership
Project	As defined in 1.1.2
Re. or Rs. or INR	Indian Rupee
RFP	As defined in the Disclaimer

Selected Bidder	As defined in Clause 1.1.2
SPV	As defined in Clause 1.1.3
Technical Capacity	As defined in Clause 2.2.2 (A)
Turnover	As defined in Clause 2.2.5 (ii)

The words and expressions beginning with capital letters and defined in this RFP shall, unless repugnant to the context, have the meaning ascribed thereto hereinabove. The words and expressions beginning with capital letters and not defined herein, but defined in the Concession Agreement, shall, unless repugnant to the context, have the meaning ascribed thereto therein.

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1 INTRODUCTION

1.1 Background

1.1.1 The **Tiruchirappalli City Municipal Corporation,** established in 1994, under the Tiruchirappalli City Municipal Corporation Act, 1994, (hereinafter referred to as the "**Authority**"), has developed a multi utility facility complex (the "***MUFC"***)" at Panjappur, Trichy on a land admeasuring 5.20 (Five Point Two Zero) acres.

1.1.2 The Authority as a part of this endeavor has decided to undertake Management and Operation (M&O) of the MUFC at Panjappur, Trichy on Public Private Partnership (the "**PPP**") mode for a period of 15 (Fifteen) years (hereinafter referred to as the "**Project**") as per the terms and conditions stipulated in the Concession Agreement (hereinafter the period of 15 (Fifteen) years shall be referred to as the "**Concession Period**"). To undertake the M&O of this Project, the Authority has decided to carry out the Bidding Process for selection of a private entity as the Bidder to whom the Project may be awarded (hereinafter referred to as the "**Selected Bidder**").

Brief particulars of the Project are as follows:

S. No	Details of the Project	Site Area (in Acres)	Estimated Size of Project (in Sq.ft.)
1	M&O of the MUFC at Panjappur, Trichy	5.20 (Five Point Two Zero)	3,08,421 (Three Lakh Eight Thou-sand Four Hundred Twenty-One)

1.1.3 The Selected Bidder undertakes to incorporate a Special Purpose Vehicle ("**SPV**") (a company incorporated under the Companies Act, 2013 and its amendment from time to time) prior to execution of the concession agreement (hereinafter referred to as the "**Concessionaire**"), which shall be responsible for the M&O of the Project under and in accordance with the provisions of a concession agreement (hereinafter referred to as the "**Concession Agreement**") to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents *(defined herein)* pursuant hereto.

1.1.4 The Appointed Date shall commence on the 61st (Sixty First) day from the Effective Date of the Project or on the 91st (Ninety First) day, if a 30 (Thirty) day Cure Period has been provided, as the case may be, upon completion of all the conditions precedent in accordance with the terms of the Concession Agreement and this shall also be the date of commencement of the Concession Period.

1.1.5 The scope of Project shall broadly include the following, including those prescribed in the Concession Agreement and its Schedules, as well as those detailed in Appendix VII of this RFP:

(a) M&O of MUFC along with other facilities and amenities;
(b) M&O of open parking for 2W, 4W parking area including basements, public convenience facilities, utilities and other infrastructure facilities;
(c) Major maintenance plan to be undertaken once in every 3 years with respect to inspection, mitigation and maintenance plans;
(d) The Concessionaire shall be entitled to collect revenue as per Appendix VII-Annexure 7 of RFP;
(e) If any structural modifications are required to be made to the existing Project asset/facilities by the Concessionaire, the same shall be carried out at the cost of the Concessionaire with prior written approval of the Authority in conformity with the Good Industry Practice and Applicable Laws as per the procedure outlined in the Concession Agreement;
(f) If any structural modifications are required to be made to the existing Project asset/facilities by the Authority, the same shall be carried out at the cost of the Authority without affecting the revenue of the Concessionaire and after completion of structural modifications, these Project assets/ facilities shall be handed over to the Concessionaire during the Concession Period (*defined herein*).

The Concessionaire shall be responsible for the M&O of the Site without any financial implication or claim on the Authority; and

(g) The Concessionaire may outsource/sub-license the Project, comprising of the MUFC along with associated amenities & facilities in accordance with terms and conditions of the Concession Agreement with prior written permission of the Authority. However, the primary responsibility shall remain with the Concessionaire. The period of the sub-license shall be co-terminus with the period of the Concession Agreement. Upon termination of the Concession Agreement, the sub-license so granted by the Concessionaire shall also stand terminated as stipulated in Clause 5.2.4 of the Concession Agreement. Provided further that such sub-licensing shall be subject to the condition that no terms of the sub-licensing agreement shall contravene the provisions of the Concession Agreement or result in any material deviation from its clauses. In the event of any contravention or material deviation, the Authority reserves the right to revoke the permission granted for sub-licensing. Upon such revocation, the Concessionaire shall cancel the sub-license agreement with immediate effect.

1.1.6 The assessment of actual costs towards M&O of the Project shall be made by the Bidders.

1.1.7 The Concession Agreement sets forth the detailed terms and conditions for grant of the concession for the Project to the Concessionaire, including the obligations and scope of Project of the Concessionaire (the "**Concession**"). An administrative officer from the Authority's office shall be appointed to the Project, and this administrative officer shall be in charge of M&O of MUFC, in order to ensure the effective and efficient functioning of the MUFC.

1.1.8 The statements and explanations contained in this **RFP** are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner, the scope of the Project and obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of Project, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied

appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority. The RFP, any addendum/corrigendum, draft Concession Agreement, and other documents that shall be provided by the Authority for this Project shall be collectively referred to as the "**Bidding Documents**".

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

1.2 Brief Description of Bidding Process

1.2.1 The Authority has adopted a single stage 2 (Two) part process (collectively referred to as the "**Bidding Process**") for selection of the Bidder for award of the Project using e-procurement process. Under this process, the Bid shall be invited under two parts. Eligibility and qualification of the Bidder (the "**Bidder**", which expression shall, unless repugnant to the context, include the members of the Consortium) will be first examined based on the details submitted under first part ("**Technical Bid**") with respect to eligibility and qualification criteria prescribed in this RFP. The financial offers under the second part (the "**Financial Bid**") shall be opened of only those Bidders whose Technical Bid are responsive to eligibility and qualification requirements as per this RFP (hereinafter the Technical Bid and the Financial Bid shall be collectively referred to as "**Bid(s)**").

The RFP can be downloaded free of cost from the website of the Authority at https://tntenders.gov.in/.

1.2.2 Interested bidders (the "**Bidders**") are being called upon to submit their Bid in accordance with the terms specified in the Bidding Documents. The Bid shall be valid for a period of not less than 180 (One Hundred Eighty) days the **Bid Due Date** (hereinafter this period shall be referred to as the "**Bid Validity Period**").

1.2.3 A Bidder is required to deposit, along with its Bid, a bid security of Rs. 15 (Fifteen) Lakhs (the "**Bid Security**") as per format provided herein. The Bid Security of unsuccessful Bidders will be refunded automatically no later than 60 (Sixty) days from the Bid Due Date, including any extension thereof, or 60 (Sixty) days after the

issue/uploading of the letter of award, whichever is earlier, except in the case of the Selected Bidder whose Bid Security shall be retained till the Concessionaire has provided a Performance Security of Rs. 5 (Five) Crores in the format prescribed under the Concession Agreement ("**Performance Security**"). The Bidders shall provide Bid Security by way of online transfer on Tamil Nadu Tenders portal. The Bid shall be summarily rejected if it is not accompanied by proof of payment of the Bid Security along with its Technical Bid.

1.2.4 Prior to the submission of the Bid, the Bidders are advised to examine the Project in greater detail, and to carry out at their cost, necessary inspection of the Site and such studies and investigations as may be required for submitting their respective Bid(s) for award of the Concession for the Project.

1.2.5 Bid(s) are invited for the Project on the basis of the annual concession fee (the "**Concession Fee**"), quoted by the Bidder, over and above the minimum reserve price of Rs. 4.50 Crore (Rupees Four Crore Fifty Lakh) per annum, payable to the Authority in the first year of the Project for undertaking the M&O of the Project (the "**Bid Parameter**"). The Concession Period is pre-determined, as indicated in the draft Concession Agreement. The Concession Fee shall be payable by the Concessionaire on a quarterly basis from the 1st year of commencement of the Concession Period till the expiry of the Concession Period and shall be increased by 15% (Fifteen) percent once in every 3 (Three) years from the beginning of 6th year of the Concession Period over and above the last payable amount. The first quarterly payment of such Concession Fee shall be made by the Concessionaire on the Appointed Date of the Concession Agreement. Thereafter, the Concession Fee shall be due and payable by the Concessionaire to the Authority within 15 days of beginning of each financial quarter throughout the Concession Period. In the event the Appointed Date falls during the course of a financial quarter, the Concession Fee for such first quarter shall be computed and paid on a pro-rata basis for the period commencing from the Appointed Date until the expiry of that financial quarter. **The annual Concession Fee quoted over and above the minimum reserve price of Rs. 4.50 Crore (Rupees Four Crore Fifty Lakh) per annum, payable to the Authority, in the first year of the Project, shall constitute the sole criteria for evaluation of the Financial Bid**. **Subject to Clause 2.18 (Rejection of Bid(s)), the Project will be awarded to the Bidder quoting the highest annual Concession Fee, over and above the minimum**

reserve price of Rs. 4.50 Crore (Rupees Four Crore Fifty Lakh) per annum payable to the Authority, in the first year of the Project. The Concessionaire shall make payment of the annual Concession Fee through Escrow Account in accordance with the draft Concession Agreement. Goods & Service Tax (GST) if applicable, on the Concession Fee, whether payable by the Concessionaire or the Authority, shall be paid by the Concessionaire.

In this RFP, the term "**Highest Bidder**" shall mean the Bidder who is offering the highest annual Concession Fee, over and above the minimum reserve price of Rs. 4.50 Crore (Rupees Four Crore Fifty Lakh) per annum, payable to the Authority, in the first year of the Project.

1.2.6 Generally, the Highest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Section 3 of this RFP, be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid(s) of Highest Bidder, the Authority may, in its discretion, invite fresh Bid(s) from all remaining Bidders or annul the Bidding Process, as the case may be.

1.2.7 The Concessionaire shall, in consideration of the payment of the annual Concession Fee and services, be entitled to demand, collect, revise and appropriate User Fee from the Users of the Project, as provided in Appendix VII-Annexure 7 of this RFP. The Concessionaire may provide, at his own expense, billboards on the Site for the purpose of advertisements (preferably digital). The Concessionaire shall advertise as per Appendix VII- Annexure 6 of this RFP dealing with List of Proposed Advertisement Spaces.

1.2.8 Any queries or request for additional information concerning this RFP shall be submitted through e-mail to the officer designated below.

The Commissioner**,**
Tiruchirappalli City Municipal Corporation
No.58, Bharathidasan Road, Cantonment,
Tiruchirappalli 620001, Tamil Nadu, India
Tel: 0431-2412860/ 91-431-2415396
E-mail: commr.trichy@tn.gov.in

The communications shall clearly bear the following title:

"Queries / Request for Additional Information: RFP for M&O of MUFC at Panjappur, Trichy on Public Private Partnership (PPP) mode for a period of 15 (Fifteen) years".

1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

	Event Description	**Date**
1.	Date of Issue of RFP	28.01.2026
2.	Last date for receiving queries	05.02.2026
3.	Pre-Bid Conference	11 am on 05.02.2026
4.	Authority's response to queries	1 weeks before the Bid Due Date.
5.	Bid Due Date and Time	20.02.2026 up to 3.00 pm (as per website digital clock)
6.	Opening of Technical Bid and Time	20.02.2026 @ 4.00 PM (as per website digital clock)
7.	Announcement of Short-Listed Bidders as per Technical Bids of the Bidders for the Project	To be notified
8.	Opening of Financial Bid	To be notified
9.	Validity of Bid(s)	180 days from Bid Due Date
10.	Issue of Letter of Award (LOA)	Within 30 days from Bid Due Date
11.	Acknowledgement of LOA	Within 7 (seven) days from the date of issue of the LOA
12.	Incorporation of SPV	Within 30 days from the date of award of LOA
13.	Signing of Concession Agreement	Within 30 days from the date of award of LOA

Clarification

1. The above schedule is tentative. The Authority reserves the right to modify the said schedule of Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever. Such change, if any, would be uploaded at the website of the Authority from time to time.

2. Further the Authority reserves the right to hold, in its sole and absolute discretion, more than one pre-bid meeting or hold one or more consultation meetings with the interested parties and in such event, the above schedule shall stand modified and amended at the discretion of the Authority.

3. In case a particular date happens to be a Public Holiday of GoTN including a Public Holiday as per the Negotiable Instruments Act, 1881, the next working day will be the applicable date for the proposed event.

2 INSTRUCTION TO BIDDERS

A. GENERAL

2.1 General terms of Bidding

2.1.1 The Authority wishes to receive Bid(s) in order to select experienced and capable Bidders as the Concessionaire for awarding the Project. The Authority shall constitute the committee as per the Tamil Nadu Transparency in Tender (Public Private Procurement Partnership) Rules, 2012, as amended from time to time, for approving the evaluation and other relevant document in all the stages for the Project, as nominated by the Authority.

2.1.2 The Bid(s) shall be furnished in the format prescribed in the RFP. The Technical Bid shall be as per Appendix-I and the Financial Bid shall be as per Appendix V of the RFP. The amount quoted by the Bidder in the Financial Bid shall be indicated clearly in both figures and words, in Indian Rupees, in the prescribed format of Financial Bid and shall be signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the lower of the two shall be taken into account.

2.1.3 Upon evaluation of the Technical Bid, the Financial Bid of the shortlisted Bidders shall be evaluated for the Project and the Financial Bid comprising of the highest annual Concession Fee quoted by the Bidder, over and above the minimum reserve price of Rs. 4.50 Crore (Rupees Four Crore Fifty Lakh) per annum, payable to the Authority, in the first year of the Project shall be awarded the Project.

2.1.4 The Bidder should submit a Power of Attorney as per the format at Appendix-II, authorising the signatory of the Bid to commit the Bidder.

2.1.5 In the case the Bidder is a Consortium, each member of the Consortium shall submit a Power of Attorney in favour of the Lead Member as per format given at Appendix-III. In case the Bidders is a Consortium, Joint Bidding Agreement (*defined herein*) in the format prescribed in Appendix -IV shall be submitted by the Bidder.

2.1.6 The Bidder, whether it is a single entity or a Consortium, shall be required to incorporate a **SPV**, to execute the Concession Agreement and to manage and operate the Project on being declared as Selected Bidder as per Clause1.3 of the RFP. Where the Bidder is a single entity, it shall be required to hold 100% (Hundred percent) of

the issued and paid-up share capital in the SPV until the expiry of a period of 3 (three) years from Effective Date of the Concession Agreement (hereinafter this period shall be referred to as the "**Lock-in Period**"). Upon the expiry of the Lock-in Period, it shall hold at least 51% (Fifty-one percent) of the issued and paid-up share capital in the SPV until the expiry of the Concession Period. Where the Bidder is a Consortium, it shall comply with the following additional requirements:

a) Number of Members in a consortium shall not exceed 2 (Two). However, none of the members in a Consortium should be under any sort of ineligibility under the Bidding Documents and the information sought in the Bid(s) should be in the order of their equity contribution. For example: While submitting the Bid, the details of the Lead Member shall be provided first, followed by the details of the other Member, in the format prescribed in the relevant Appendixes.

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

c) The members of the Consortium shall nominate one Member as the lead member (the **"Lead Member"**) who shall until the expiry of the Lock-in Period together with its other Members, hold 100% (Hundred percent) of the issued and paid-up share capital in the SPV with at least 51% (Fifty-One percent) of such issued and paid-up share capital being held by the Lead Member. Upon the expiry of the Lock-in Period, the Lead Member and the other members of the Consortium shall collectively maintain a minimum shareholding of 51% (Fifty-One percent) of the issued and paid-up share capital in the SPV until the expiry of the Concession Period, with at least 26% (Twenty-Six percent) of such issued and paid-up share capital being held by the Lead Member. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members 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 technical obligations under point 5 (c) of Appendix I- Annex-I- Details of Bidder;

e) An individual Bidder cannot at the same time be member of a Consortium applying for RFP. Further, a member of a particular Consortium cannot be member of any other Consortium applying for RFP for the Project;

f) The members of the Consortium shall enter into a binding Joint Bidding Agreement, in the form specified at Appendix-IV (the **"Jt. Bidding Agreement"**), as a part of Technical Bid . The Jt. Bidding Agreement, to be submitted along with the Bid, shall, *inter alia*:

i. convey the intent to form an SPV, solely for the purpose of implementing the Project and no other purpose, 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 Concessionaire 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 members of the Consortium shall until the expiry of the Lock-in Period, collectively hold 100% (Hundred percent) of the issued and paid-up share capital in the SPV with at least 51% (Fifty-One percent) of such issued and paid-up share capital being held by the Lead Member. Upon the expiry of the Lock-in Period, the Lead Member and the other members of the Consortium shall collectively maintain a minimum shareholding of 51% (Fifty-One percent) of the issued and paid-up share capital in the SPV until the expiry of the Concession Period, with at least 26% (Twenty-Six percent) of such issued and paid-up share capital being held by the Lead Member;

v. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the expiry of the Concession Period;

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

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

2.1.7 The members of the Consortium should not have been blacklisted by the Ministry of Corporate Affairs (MCA) and the Directors of the Consortium should not be disqualified under the Companies Act, 2013; and Any entity which has been barred/blacklisted by Authority or the any local body or any district administration of GoTN or any other State Government in India (SG) or any Union Territory administration in India (UT) or GoI, or any of the agencies of GoTN/ SG/UT/GoI or any entity controlled by it, from participating in any project, and the bar subsists as on the Bid Due Date, would not be eligible to submit a Bid, either individually or as member of a Consortium.

2.2 Eligibility and qualification requirements of Bidders

2.2.1 For determining the eligibility of Bidder for award of the Project hereunder, the following shall apply:

(a) The Bidder may be a single entity or a group of entities (the **"Consortium"**), coming together to manage and operate 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 shall apply to both a single entity and a Consortium.

(b) A Bidder may be a company incorporated in India under the Companies Act, 1956/2013or a Limited Liability Partnership (LLP) incorporated in India under the LLP Act, 2008. For avoidance of doubt, Bidders are hereby informed that foreign entities and non-domestic firms are not eligible to participate in this Bidding Process whether individually (as a single entity) or as a member of Consortium.

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

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

i. the Bidder or its Associate (or any constituent thereof) and any other Bidder or its Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder or its Associate thereof (or any shareholder thereof) having a shareholding of not more than 25% (Twenty-five per cent) of the issued and paid up share capital of such Bidder or its Associate, as the case may be, in the other Bidder or its Associate is not more than 25% (Twenty-five per cent) of the issued and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in subsection (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the **"Subject Person"**) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub clause (bb) if the shareholding of such person in the intermediary is less than 26% (Twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

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

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

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

v. such Bidder or its Associate thereof has a relationship with another Bidder, or its 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 Bid of either or each other; or

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

such Bidder or its Associate thereof has appointed any official of the Authority, Technical Advisors of Authority for the Project, Legal Advisors of Authority for the Project, Financial Advisors of Authority for the Project, dealing with the Project, within a period of 6 months from the date of award of the Project to that Bidder.

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

Provided that, in case the Authority seeks information / clarification from Bidders related to occurrence / non-occurrence of Conflict of Interest and the Bidders fail to provide such information within a reasonable period of time, the Authority shall disqualify the Bidders and encash its Bid Security in accordance with the terms of this RFP and further debar it from participation in any future procurement process of the Authority for a minimum period of 1 (One) year from the Bid Due Date.

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

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

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

2.2.2 To be eligible for this RFP, a Bidder shall fulfil the following eligibility requirements:

A. Technical Capacity: For demonstrating technical capacity and experience (the "**Technical Capacity**"), the Bidder shall, over the past 5(Five) financial years preceding the Bid Due Date, have experience in development and /or M&O of Eligible Project(s), as specified below:

The Bidder shall have successfully undertaken:

- 1 (One) Eligible Project having a minimum Built-Up Area (BUA) of 2.50 (Two Lakh Fifty Thousand) sq. ft., or
- 2 (Two) (2) Eligible Projects, each having a minimum Built-Up Area (BUA) of 1.50 (One Lakh Fifty Thousand) sq. ft.

For the purpose of this RFP, Eligible Projects shall shall mean a project involving development and /or M&O services in any of the following asset classes:

1. Institutional campuses
2. Shopping malls
3. Retail Complex
4. Commercial buildings
5. IT/ITES parks
6. SEZs

7. Office buildings

Note:

1. Additionally, only those projects will be considered as Eligible Projects in which the Bidder holds a minimum of 26% shareholding in the Eligible Projects.
2. In case the Bidder is a consortium, the Lead Member shall independently satisfy the Technical Capacity requirements specified herein.
3. For the purposes of this clause, M&O shall include all maintenance and operational activities, including but not limited to housekeeping services, including cleaning of toilets, maintenance of all plants and machinery, including MEP assets, undertaking minor repairs and preventive maintenance, including AMCs, provision of security services, payment of utility charges and bills and operational activities such as collection of parking fees, entry fees, advertisement charges, User Fees and other applicable charges.

B. Financial Capacity: The Bidder shall have a positive Net Worth *(defined herein)* at the close of the preceding financial year[1] and minimum average annual Turnover *(defined herein)* of Rs. **25 Crores** (**Rupees Twenty-Five Crores Only**) in the last 3 (Three) financial years immediately preceding the Bid Due Date (the "**Financial Capacity**").

2.2.3 For the purpose of evaluation of Financial Capacity, if the Bidder is a single entity, the Bidder shall satisfy 100% (hundred percent) of the Financial Capacity as mentioned hereinabove. In case the Bidder is a Consortium, each Member's contribution towards the Financial Capacity shall be proportionate to the extent of their equity shareholding in the Consortium.

2.2.4 In case of Bidder being a Consortium, the Lead Member and the other members of the Consortium shall, until the expiry of the Lock-in Period, collectively hold 100% (Hundred percent) of the issued and paid-up share capital in the SPV with at least 51% (Fifty-One percent) of such issued and paid-up share capital being held by the Lead Member. Upon the expiry of the Lock-in Period, the Lead Member and the other members of the Consortium shall collectively maintain a minimum shareholding of 51% (Fifty-One percent) of the issued and paid-up share capital in the SPV until the expiry of the Concession Period, with at least 26% (Twenty-Six percent) of such issued and paid-up share capital being held by the Lead Member.

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

i. Certificate(s) from the concerned client(s) certifying the Bidder's experience in development and/ /or operation and maintenance of the Eligible Projects specified in Clause 2.2.2 (A) above undertaken during the past five (5) financial years preceding the Bid Due Date. In case a particular job / contract has been jointly executed by the Bidder (as part of a Consortium), it should further support its claim for the share in work done for that particular job / contract by producing a certificate from the client; and

ii. Certificate(s) from its statutory auditors specifying the Net Worth of the Bidder, as at the close of the preceding financial year and Turnover for last three financial

[1] In case a Bidder has issued any fresh equity capital during the current financial year, the same shall be permitted to be added to the Bidder's Net Worth subject to the Statutory Auditor of the Bidder certifying to this effect.

years and also specifying that the methodology adopted for calculating such Net Worth and Turnover conforms to the provisions of this Clause 2.2.5 (ii). For the purposes of this RFP, net worth (the "**Net Worth**") shall mean the sum of subscribed and paid-up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders. For the purposes of this RFP, turnover (the "**Turnover**") shall mean the gross sales of the company and does not include other related income and non-operating income.

2.2.6 A Bidder and/or its Associate should, in the last 3 (Three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty/liquidated damages by any concessioning authorities/ an arbitral or judicial Authority or a judicial pronouncement or arbitration award against the Bidder or its 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 by any public entity for breach by such Bidder or its Associate. The decision of the Authority is final, conclusive and binding on Bidder. Authority would place sole reliance on the certification provided by the Bidder in this regard in its letter comprising the Technical Bid. Any misrepresentation or concealment of any information in this regard shall render the Bid liable for outright rejection at the sole discretion of the Authority.

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

(a) The Bidders should upload on the tender portal, documents that are clearly marked and referenced in the index. Alternatively, Bidders may format[2] the prescribed forms making due provision for incorporation of the requested information;

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

(c) In case of a Consortium, each member of the Consortium should satisfy the eligibility requirements to the extent specified herein.

2.2.8 Notwithstanding anything to the contrary contained herein, in the event that the Bid

[2] Format refers to the way a document is laid out on the page, and it addresses things like font selection, font size and presentation (like bold or italics), spacing, margins, alignment, columns, indentation, and lists. It does not include addition or deletion of any text which would alter the meaning of the prescribed form.

Due Date falls within 3 (three) months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 3 (Three) years (for average annual Turnover purpose) or 1 (One) year for the (Net Worth purposes), preceding its latest financial year, as the case may be. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.2.9 This RFP is not transferable.

2.2.10 Any award of Concession pursuant to this RFP shall be subject to the terms of the Bidding Documents.

2.3 Change in Ownership

2.3.1 By submitting the Bid, the Bidder acknowledges that it meets the required Technical Capacity and Financial Capacity. In the case the Bidder is a single entity, it shall hold 100% (Hundred percent) of the issued and paid-up share capital in the SPV until the expiry of the Lock-in Period. Upon the expiry of the Lock-in Period, it shall hold at least 51% (Fifty-one percent) of the issued and paid-up share capital in the SPV until the expiry of the Concession Period. In case the Bidder is a Consortium, the members of the Consortium, including the Lead Member shall, until the expiry of the Lock-in Period, collectively hold 100% (Hundred percent**)** of the issued and paid-up share capital in the SPV with at least 51% (Fifty-One percent) of such issued and paid-up share capital being held by the Lead Member. Upon the expiry of the Lock-in Period, the Lead Member and the other members of the Consortium shall collectively maintain a minimum shareholding of 51% (Fifty-One percent) of the issued and paid-up share capital in the SPV until the expiry of the Concession Period, with at least 26% (Twenty-Six percent) of such issued and paid-up share capital being held by the Lead Member.

2.3.2 The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder.

2.3.3 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a member of the Consortium or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of Bidding Process under and on accordance with this RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to the Appointed Date of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall be entitled to forfeit and appropriate the Performance Security as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents including the Concession Agreement or otherwise.

2.4 Number of Bid(s) and Cost thereof

2.4.1 No Bidder shall submit more than one Bid for the Project. A 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.

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

2.5 Site Visit and Verification of Information

2.5.1 Bidders are encouraged to submit their respective Bid(s) after visiting the Site and ascertaining and satisfying for themselves the Site conditions, location, surroundings, climate, availability of power, water & other utilities including access to Site, handling and storage of materials, weather data, Applicable Laws and regulations, extent of development and Project facilities at the Site and any other matter

considered relevant by them for the M&O of the Project. It is clarified that Authority shall not be responsible for any discrepancy in this regard.

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

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

(b) received all relevant information requested from the Authority;

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

(d) satisfied itself about all matters, things and information including matters referred to in the Clause 2.5.1 hereinabove, necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;

(e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to the Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;

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

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

(h) Independently verified all information received from the Authority.

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

2.6 Verification and Disqualification

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

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

2.6.3 The Authority reserves the right to reject any Bid and appropriate the Bid Security or Performance Security as the case may be, if:

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

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bid(s) have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to:

(i) invite the remaining Bidders to match the bid of the Highest Bidder/ submit their Bid in accordance with the terms of this RFP; or
(ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process and/or inviting fresh Bid(s).

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

B. DOCUMENTS

2.7 Contents of the RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any corrigendum issued in accordance this RFP.

Invitation for Bidding Process

Section 1. Introduction

Section 2. Instructions to Bidders

Section 3. Evaluation of Bid(s)

Section 4. Fraud & Corrupt Practices

Section 5. Pre-Bid Conference

Section 6. Miscellaneous

Appendix

I. Letter comprising the Technical Bid including Annexes I to IV

II. Power of Attorney for signing of Bid

III. Power of Attorney for Lead Member of Consortium

IV. Joint Bidding Agreement for Consortium

V. Letter comprising the Financial Bid

VI. Special Instructions to the Bidders for the e-submission of the Bid(s) online through E-Procurement Portal

VII. Project Objectives and Scope of Services

2.7.1 The draft Concession Agreement, provided by the Authority as part of the Bidding Documents shall be deemed to be part of this RFP.

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

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

2.8 Clarifications

2.8.1 Bidders requiring any clarification on the RFP may notify the Authority by e-mail in accordance with the email address the stipulated in this RFP. The Bidders should send in their queries before the date specified in the schedule of Bidding Process contained

in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but not later than 2 (two) weeks prior to the Bid Due Date. The Authority will consolidate and upload all the queries and responses thereto on the portal in the form of a corrigendum on website at http://tntenders.gov.in without identifying the source of queries.

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

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

2.9 Amendment of Bidding Documents

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

2.9.2 Any corrigendum/addendum thus issued will be uploaded on the website http://tntenders.gov.in. The Bidders are requested to check the website regularly.

2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum/corrigendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date. While extending the Bid Due Date on account of addendum/corrigendum, the Authority shall have due regard for the time required by Bidders to address the amendments specified therein. In the case of amendments, notification shall be issued by the Authority in not less than 1 (one) week before the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BID

2.10 Language

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

2.11 Format and signing of Bid

2.11.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bid(s) that are received online in the required formats and complete in all respects as specified in this RFP. Incomplete and /or conditional Bid(s) shall be liable to rejection.

2.11.2 The Bid shall be typed and signed either in edible blue ink or digitally signed by the

authorised signatory of the Bidder. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

2.11.3 The Bidder shall refer to the Special Instructions to the Bidders for the e-submission of the Bid(s) online through E-Procurement Portal outlined in Appendix-VI of this RFP.

2.12 Documents comprising Technical and Financial Bid

The Bidder shall electronically submit soft copies of the Technical Bid and Financial Bid online through e-procurement portal https://tntenders.gov.in comprising of the following documents along with supporting documents as appropriate. Note that Bid(s) submitted through any other means will not be accepted.

Technical Bid:

The Technical Bid shall consist of the following:

(a) Appendix- I (Letter comprising the Technical Bid) including Annexes I to IV and supporting certificates/ documents; In the event the Bidder is a Consortium, Annexes I to IV shall be submitted separately by each member of the Consortium.

(b) Power of Attorney for signing of Bid as per the format at Appendix - II;

(c) If applicable, Power of Attorney for Lead Member of Consortium as per the format at Appendix III;

(d) If applicable, Joint Bidding Agreement for Consortium as per the format at Appendix-IV; and

(e) A copy of its constitutional documents, which shall include, as applicable:

i. **For a Company:**
   (1) Certificate of Incorporation;
   (2) Memorandum and Articles of Association;
   (3) Goods and Services Tax (GST) Registration Certificate; and
   (4) Permanent Account Number (PAN) details.

ii. **For a Limited Liability Partnership (LLP):**
   (1) Certificate of Incorporation;
   (2) LLP Agreement;
   (3) Goods and Services Tax (GST) Registration Certificate; and
   (4) Permanent Account Number (PAN) details.

Note: In the event the Bidder is a Consortium, each member of the Consortium shall separately submit the aforesaid documents, as applicable.

(f) Copy of Bidder's duly audited balance sheet and profit and loss account statement for past 3 (Three) years financial years immediately preceding the Bid Due Date as stipulated in this RFP; Kindly note, in the event the Bidder is a Consortium, each Member shall separately submit its audited balance sheet and profit and loss account statement as mentioned hereinabove.

(g) Proof of payment of Bid Security;

(item (a) to item (g) shall be collectively referred to as "**Technical Bid**")

Financial Bid:

The Financial Bid shall comprise of the following:

(a) Appendix-V (letter comprising the **Financial Bid**[3].

2.12.1 Bid(s) submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.12.2 Further, all the pages of the Bid must be numbered serially and submitted along with an index of contents and submitted through online mode only. Bidders are required to submit all details only on issued or downloaded RFP. In the event, any of the instructions mentioned herein have not been adhered to, the Authority reserves the right to reject the Bid.

2.12.3 The server clock time displayed at the top of the tender portal will be the official time for all actions related to Bid submission on the e-procurement portal.

2.13 Bid Due Date

2.13.1 Bid(s) shall be submitted on the Bid Due Date online through e-procurement portal and at the time in the manner and form as detailed in this RFP.

2.13.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an addendum/corrigendum in accordance with provisions of the RFP.

2.14 Late Bid(s)

[3] The Financial Bid shall be uploaded in a separate pdf along with the financial quotation.

E-procurement portal https://tntenders.gov.in shall not allow submission of any Bid after the prescribed date and time stipulated in this RFP or in any addendum/corrigendum issued in this behalf thereto. Such late submission of Bid(s) shall be summarily rejected.

2.15 Contents of the Financial Bid

2.15.1 The Financial Bid shall be furnished in the format as provided at Appendix–V and shall consist of the annual Concession Fee over and above the minimum reserve price of Rs. 4.50 Crore (Rupees Four Crore Fifty Lakh) per annum, payable to the Authority, to be quoted by the Bidder, for the first year of the Project.

2.15.2 The opening of Financial Bid and acceptance thereof shall be substantially in accordance with this RFP.

2.16 Modifications

2.16.1 The Bidder may modify its e-Bid after submission on the e-procurement portal prior to Bid Due Date. No Bid can be modified by the Bidder after the Bid Due Date and time. For modification of e-Bid, Bidder has to detach its old Bid from e-procurement portal and upload/resubmit digitally signed modified Bid.

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

2.17 Online Opening of Bid(s)

2.17.1 Opening of Bid(s) will be done through online process.

2.17.2 The Authority shall open Technical Bid in the presence of the authorized representatives of the Bidders, who choose to attend. Technical Bid of only those Bidders shall be online opened whose documents, listed herein, have been received. The Authority will subsequently examine and evaluate the Bid(s) in accordance with the provisions of Section 3 of RFP.

2.18 Rejection of Bid(s)

2.18.1 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.19 Validity of Bid(s)

The Bid(s) shall be valid for a period of not less than 180 (One Hundred Eighty) days from the Bid Due Date. The validity of Bid(s) may be extended by mutual consent of the respective Bidders and the Authority.

2.20 Confidentiality

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

2.21 Bid Security

2.21.1 The Bidder shall furnish as a part of its Bid, a Bid Security stipulated in Clause 1.2.3 of this RFP. The Bidder is required to make payment of the Bid Security in the manner as specified in Clause 1.2.3 of this RFP.

2.21.2 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.

2.21.3 Save and except as provided in Clauses 1.2.3, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as per Clause 1.2.3.

2.21.4 The Selected Bidder's Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof. However, the Authority may, upon mutual consent with the Selected Bidder, adjust the amount of Bid Security in the amount of the Performance Security to be provided by the Concessionaire in accordance with the provisions of the Concession Agreement.

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

confirmed that the Authority will suffer loss and damage on account of any other default by the Bidder during the Bid Validity Period as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

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

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

(b) 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;

(c) In the case the Selected Bidder or the Concessionaire, as the case may be, fails within the specified time limit –

(i) to sign and return the duplicate copy of LOA; or

(ii) to sign the Concession Agreement;

(d) If the Concessionaire fails to furnish the Performance Security within the period prescribed in the Concession Agreement;

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

3 EVALUATION OF TECHNICAL BID AND OPENING & EVALUATION OF FINANCIAL BID

3.1 Opening and Evaluation of Technical Bid

3.1.1 The Authority shall open the Technical Bid received online at the date and time specified in Clause 1.3, on the Bid Due Date, and in the presence of the Bidders who choose to attend.

3.1.2 The Authority will subsequently examine and evaluate Bid(s) in accordance with the provisions set out in Section 3.

3.1.3 To facilitate evaluation of Bid(s), the Authority may, at its sole discretion, seek clarifications, in writing, from any Bidder regarding its Bid within a prescribed time. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If a Bidder does not provide clarifications sought under this clause within the prescribed time, its Bid may be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

3.1.4 Bidders are advised that shortlisting the Technical Bids of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

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

3.1.6 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant information for consideration of eligibility and qualification of the Bidder.

3.1.7 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from technical evaluation process. Where any information is found to be patently false or amounting to a material misrepresentation, the

Authority reserves the right to reject the Bid in accordance with the terms of this RFP.

3.2 Tests of responsiveness

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

(a) it is received online as per format at Appendix-I including Annexes I-IV;

(b) it is received by the Bid Due Date including any extension thereof;

(c) It is digitally signed by the authorized signatory of the Bidder. In case of the Bidder being a Consortium, the same shall be digitally signed by the authorized signatory of the Lead Member, as stipulated in the web portal;

(d) Technical Bid is accompanied by proof of payment of Bid Security on the web portal;

(e) it is accompanied by the Power of Attorney for signing of Bid(s) as specified herein;

(f) is accompanied by the Power of Attorney for Lead Member of Consortium and Jt. Bidding Agreement as specified in this RFP;

(g) All other documents listed in Clause 2.12.

(h) It contains certificates from its statutory auditors/clients in the formats specified in this RFP;

(i) it contains information in formats same as those specified in this RFP;

(j) it does not contain any condition or qualification; and

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

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

3.3 Evaluation Parameters

3.3.1 Only those Bidders who meet the eligibility criteria specified in Clause 2.2.2 shall qualify for evaluation under this Section 3. Bid(s) of firms / consortia who do not meet these criteria shall be rejected.

3.3.2 The Bidder's competence and capability is proposed to be established by the following parameters:

a) Technical Capacity and
b) Financial Capacity

3.4 Technical Capacity for Purposes of Evaluation

3.4.1 The Bidder should furnish the details of eligible experience as per Clause 2.2.2(A) for the last 5 (Five) years consecutively immediately preceding the Bid Due date.

3.5 Details of Experience

The Bidders must provide the necessary information relating to Technical Capacity as per format at Annex-III of Appendix-I and furnish the required project-specific information and evidence in support of its claim of Technical Capacity.

3.6 Financial information for purposes of evaluation

3.6.1 The Bid must be accompanied by the audited annual reports of the Bidder (in case the Bidder is a Consortium, the information must be provided for each member of the Consortium) for the last 3 (Three) financial years, immediately preceding the Bid Due Date.

3.6.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the audited annual reports for the financial years preceding the year for which the audited annual report is not being provided.

3.6.3 The Bidder must establish a positive Net Worth and minimum average annual Turnover as specified in Clause 2.2.2 (B), and provide details as per format at Annex-II of Appendix-I.

3.6.4 After evaluation of Technical Bid, the Authority will publish a list of technically responsive Bidders whose Financial Bid(s) shall be opened. The Authority will not entertain any query or clarification from Bidders who fail to qualify.

3.7 Opening and Evaluation of Financial Bid

3.7.1 The Authority shall inform the venue and time of online opening of the Financial Bid to the technically responsive Bidders through e-procurement portal and email. The Authority shall open the Financial Bid received online at the date and time, to be informed in the presence of the authorized representatives of the Bidders who may choose to attend. The Authority shall publicly announce the assessed Financial Bid for each of the technically responsive Bidder. The Authority shall prepare a record of opening of Financial Bid. The Financial Bids of the qualified Bidders shall be evaluated based on the annual Concession Fee, over and above the minimum reserve price of Rs. 4.50 Crore (Rupees Four Crore Fifty Lakh) per annum offered to be paid by the Bidder to the Authority for the first year of the Project.

D. SELECTION OF BIDDER

3.8 Selection

3.8.1 The Bidder whose Bid is adjudged as responsive in terms of Clause 2.2.2 and who quotes highest annual Concession Fee, over and above the minimum reserve price of Rs. 4.50 Crore (Rupees Four Crore Fifty Lakh) per annum, payable to the Authority in the first year of the Project, shall be declared as the Selected Bidder. In the event that the Authority rejects or annuls all the Bid(s), it may, in its discretion, invite all eligible Bidders to submit fresh Bid(s) hereunder.

3.8.2 In the event that, two or more Bidders quote the same amount of annual Concession Fee (the "**Tie Bids**"), the Authority shall ask the tied Bidders to provide their best and final offer of the Financial Bid in the manner prescribed by the Authority and the most advantageous final offer shall be declared as the Selected Bidder.

3.8.3 In the event that the Highest Bidder withdraws or is not selected for any reason in the

first instance (the "**first round of bidding**"), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (the "**second round of bidding**"). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder.

3.8.4 In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in the aforementioned Clause, the Authority may for reasons to be recorded in writing invite fresh Bid(s) (the "**third round of bidding**") from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding, they shall be required to revalidate or extend their Bid Security, as necessary, and offer fresh Bid(s). Provided, however, that in such third round of bidding only such offers shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.

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

3.8.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall incorporate a SPV within the time period specified in Clause 1.3 above. Thereafter, the Concessionaire shall execute the Concession Agreement within the period prescribed in Clause1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

3.9 Correspondence during Bid(s) Evaluation

Bid(s) shall be deemed to be under consideration immediately after they are opened and

until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bid(s) are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bid(s) under consideration.

The Authority shall not entertain any correspondence with or from any Bidder in relation to acceptance or rejection of any Bid(s).

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, as the case may be, the Authority may reject a Bid(s)**,** withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder if it determines that the Bidder directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Concession Agreement, or otherwise.

4.1.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder, at the sole and absolute discretion of the Authority, shall not be eligible to participate in any bid or RFP issued by the Authority during a period of 2 (Two) years from the date such Bidder/Concessionaire, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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

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

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

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

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

5 PRE-BID CONFERENCE

5.1. A Pre-Bid conference of the Bidders shall be convened at the designated date, time and place. A maximum of 2 (Two) representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

5.2. During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process as per Tamil Nadu Transparency in Tenders (Public Private Partnership Procurement) Rules, 2012, as amended from time to time. The clarification/amendments if any in the Pre- Bid Conference will be published only on the Government website at http://tntenders.gov.in.

6 MISCELLANEOUS

6.1 The Bidding Process shall be governed by, and construed in accordance with, the Tamil Nadu Transparency in Tenders Rules, 2000 and Tamil Nadu Transparency in Tenders (Public Private Partnership Procurement) Rules, 2012, as amended from time to time, the laws of India and the Courts at Madurai and Madurai Bench of Madras High Court, Tamil Nadu shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

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

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

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

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

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

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

6.3 It shall be deemed that by submitting the Bid(s), the Bidder agrees and releases the Authority, its employees, agents advisers and consultants, 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.

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

a) Concession Agreement;

b) Corrigendum/addendum and

c) the RFP

d) all other agreements and documents forming part hereof or referred to herein

The Bidding Documents at (a) above shall prevail over the agreements and documents at (b), (c) and (d) above.

7 APPENDIX I: LETTER COMPRISING THE TECHNICAL BID

To,

The Commissioner,

Tiruchirappalli City Municipal Corporation,

No.58, Bharathidasan Road, Cantonment,

Tiruchirappalli 620001, Tamil Nadu, India

Tel: 0431-2412860/ 91-431-2415396

E-mail: commr.trichy@tn.gov.in

Sub: **M&O of MUFC at Panjappur, Trichy on Public Private Partnership (PPP) mode for a period of 15 (Fifteen) years (the "Project").**

Dear Sir,

1. With reference to your RFP dated _____[$], I/we, having examined the RFP and understood its contents, hereby submit my/our Bid(s) for award of the aforesaid Project. The Bid(s) is unconditional and unqualified.

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

3. This statement is made for the express purpose of our selection as a Concessionaire for M&O during the Concession Period of the aforesaid Project and vacate and hand over of the Project after the Concession Period.

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

5. I/ We acknowledge the right of the Authority / authorise the Authority to reject our Bid(s) without assigning any reason or otherwise and hereby waive, to the fullest

[$] All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder.

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, I/we/ or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by any concessioning authorities/ 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, including any addendum/corrigendum issued by the Authority;

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

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

8. I/We understand that the Authority may cancel the Bidding Process at any time and that you are neither bound to accept any Bid(s) that you may receive nor to invite the Bidders to bid for the Project, without incurring any liability to the Bidders.

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

10. I/We declare that I/we or any of our Associates are not a member of any other consortium applying for award of the Project.

11. I/ We certify that in regard to matters other than security and integrity of the country, I/we or any of our 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, I/we or any of our 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 or against any of our Associates or against our CEO or any of our directors/ managers/ employees.

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

15. I/ We acknowledge and undertake as follows:

    {**In case of Single entity:** We shall hold 100% (Hundred percent) of the issued and paid-up share capital in the SPV until the expiry of the Lock-in Period. Upon the expiry of the Lock-in Period, we shall hold at least 51% (Fifty-one percent) of the issued and paid-up share capital in the SPV until the expiry of the Concession Period./

    In case of Consortium: We, the members of the Consortium together with the Lead Member, shall until the expiry of the Lock-in Period collectively hold 100% (Hundred percent) of the issued and paid-up share capital in the SPV with at least

51% (Fifty-One percent) of such issued and paid-up share capital being held by the Lead Member. Upon the expiry of the Lock-in Period, the Lead Member and the other members of the Consortium shall collectively maintain a minimum shareholding of 51% (Fifty-One percent) of the issued and paid-up share capital in the SPV until the expiry of the Concession Period, with at least 26% (Twenty-Six percent) of such issued and paid-up share capital being held by the Lead Member.}

We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.}

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

17. I/We further certify that I/we or any of our Associates are not barred by the [Authority or the any local body or any district administration of GoTN any other State Government in India (SG) or any Union Territory administration in India (UT) or GoI, or any of the agencies of GoTN/SG/UT/GoI] or any entity controlled by it, from participating in any project, and no bar subsists as on the Bid Due Date.

18. I/We, hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Bidders, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms.

19. I/we agree and undertake to abide by all the terms and conditions of the RFP.

20. I/We certify that in terms of the RFP, I/we have a positive Net worth and average annual Turnover of Rs. …….. (Rs. in words).

21. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement until the expiry of the Concession Period in accordance with the Concession Agreement.}$

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

$ Omit if the Bidder is not a Consortium.

me/us. I/We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

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

24. I/ We offer Bid Security of Rs. 15 (Fifteen) Lakhs to the Authority in accordance with the terms of the RFP.

25. The Bid Security has been paid via online transfer on Tamil Nadu Tenders portal and we agree that the same shall be interest free.

26. The documents accompanying the Bid(s), have been submitted on the web portal online.

27. I/We agree and understand that the Bid(s) 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(s) is not opened or rejected.

28. The annual Concession Fee over and above the minimum reserve price of Rs. 4.50 Crore (Rupees Four Crore Fifty Lakh) per annum payable to the Authority, in the first year of the Project, has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and after a careful assessment of the Site and all the conditions that may affect the Project cost and M&O of the Project.

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

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

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

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

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

Yours faithfully,

(Signature of the Authorised Signatory)
Name of the Authorized Signatory:
Designation of the Authorized Signatory:
Official Seal:
Date:
Place:

Note:

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

APPENDIX I

Annex-I - Details of Bidder

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

2. Brief description of the Company (Bidder) including details of its main lines of business and proposed role and responsibilities in this Project particularly with reference to financial/technical obligations to be undertaken by the Bidder in this Project:

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

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

5. In case of a Consortium:

(b) Copy of the Jt. Bidding agreement should be attached to the Bid(s).

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

Sl. No.	**Name of Member**	**Role*** {Refer Clause 2.1.6 (f) (ii)}[$]	**Percentage of equity shareholding in the Consortium** {Refer Clause 2.1.6 (f) (iv)}
1.			
2.			

*The role of each member, as may be determined by the Bidder, should be indicated in accordance with instruction 4 at Annex-III of this Appendix I.

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

Name of Bidder / member of Consortium:

No.	**Criteria**	**Yes**	**No**
1.	Has the Bidder been debarred/declared a non-performer/blacklisted by the GoTN/SG/UT/ GoI, 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 Bid Due Date?		
3.	Has the Bidder / constituent of the Consortium paid liquidated damages of more than 5% (Five Percent) of the contract value in a contract due to delay or has been penalised due to any other reason in relation to		

[$]All provisions contained in curly parenthesis shall be suitably modified by the Bidder to reflect the particulars relating to such Bidder

	execution of a contract, in the last 3 (Three) years?		

6. A written statement by the by the single entity or in case of Bidder being a Consortium, by each member of the 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 is given below:

S. No.	Criteria	1st last year	2nd last year	3rd last year
1.	If Bidder has either failed to perform for works of on any contract, as evidenced by imposition of a penalty by any concessioning authorities / an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or has been expelled / terminated by GOI/ GoTN or any other State Government in India, or any entity controlled by it for breach by such Bidder along-with updated details of ongoing process of litigation / blacklisting.			

APPENDIX I

Annex-II - Financial Capacity of the Bidder

(Refer to Clauses 2.2.2 (B) of the RFP)

(In Rs. crore[$$])

Bidder Type[$]	**Member Code[£]**	**Proposed Equity Shareholding in Consortium (%)**	**Annual Turnover**				**Net worth[*]**
			Year 1	**Year 2**	**Year 3**	**Average Turnover**	**Year 1**
(1)	**(2)**	**(3)**	**(4)**	**(4)**	**(5)**	**(6)**	**(7)**
Single entity Bidder							
1st member of the Consortium							
2nd member of the Consortium							
Total							

Name & address of Bidder's Bankers:

$	A Bidder consisting of a single entity should fill in details as per the row titled single entity and ignore the rows titled members of the Consortium. In case of a Consortium, row titled single entity may be ignored.
£	For Member Code, see instruction 4 at Annex-III of this Appendix-I.
*	The Bidder should provide details of its own Financial Capacity or of an Associate specified in the provisions of the RFP.

$$	For conversion of other currencies into rupees, see instruction 12 at Annex-III of Appendix-I.

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements and audited annual reports for 3 (three) years immediately preceding the Bid Due Date. The financial statements shall:

   a) reflect the financial situation of the Bidder and/or its Associates where the Bidder is relying on its Associate's financials;
   b) be audited by a statutory auditor;
   c) be complete, including all notes to the financial statements; and
   d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
3. Turnover shall mean the gross sales of the company and does not include other related income and non-operating income.
4. Year 1 will be the latest completed financial year, preceding the Bid Due Date. Year 2 shall be the year immediately preceding year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.8.
5. In the Bidder is a Consortium, copy of Jt. Bidding Agreement and Power of Attorney shall be submitted in accordance with the provisions of the RFP.
6. The Bidder shall provide name and address of the Bankers to the Bidder.
7. The Bidder shall provide an Auditor's Certificate specifying the Net Worth and Turnover of the Bidder and also specifying the methodology adopted for calculating such Net Worth and Turnover in accordance with the provisions of the RFP.

APPENDIX I

Annex-III - Details of Eligible Projects

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

Project code: **Member Code:**

Item	**Refer Instruction**	**Particulars of the Project**
(1)	(2)	(3)
Title & Nature of the project		
Entity for which the project was managed and operated along with details of such entity: a. Name of key contact person: b. Address: c. Phone No. of key contact person: d. Email Id of key contact person:		
Location of the Project:		
Size of the project (in acres):		
Project cost:		
Date of commencement of project:		
Date of completion of the project:	6	
Equity shareholding in the Eligible Project (with period during which equity was held):	7	
Whether credit is being taken for the eligible experience of an Associate (Yes / No):	12	

Instructions:

1. Bidders are expected to provide information in respect of Eligible Projects in this Annexure. Information provided in this section is intended to serve as a backup for information provided in the Bid(s). Bidders should also refer to the instructions below.

2. For a single entity, 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.

3. Each Eligible Project shall be presented on a separate page in the document.

4. Member Code shall indicate NA for Not Applicable in case of a single entity. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OM means Other Member. In case the Eligible Project relates to an Associate of the Bidder, write "**Associate**" along with Member Code.

5. Particulars such as name, address and contact details of owner/ Authority/ agency may be provided.

6. The date of completion of the Project.

7. The equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which eligible experience is claimed, needs to be given. The Bidder should have a minimum equity shareholding of at least 26% in such Eligible Projects.

8. 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.

9. Certificate from the Bidder's respective clients must be furnished for each Eligible Project.

10. If the Bidder has submitted work experience certificate(s), created or originating from outside the Republic of India for works executed outside the Republic of India, (the "**Foreign Documents**") then the Bidder, before any such Foreign Document(s) are sent to India for the purpose of applying towards this Project, shall be required to get each and every page of such Foreign Document(s), duly authenticated/ embossed/ legalized/

notarized from the Indian Embassy/Indian High Commission situated in the country from where such Foreign Document(s) were created or are originating from. Such authentication/ embossment/ legalization/ notarisation from the Indian Embassy/Indian High Commission shall also apply to all such document(s) that are in a language other than English, which shall compulsorily be required to be translated (as the true translated copies of the original) by a duly certified/ authorized /qualified Translator, supported by the affidavit of the said translator, certifying the correctness of the English translation. In case of any inconsistency between the original Foreign Document and its English translation, the latter shall prevail and be held binding on such Bidder. However, in the case of Foreign Document(s) created or originating from countries that have signed, ratified and have made operational the Hague Convention abolishing the requirement of legalization for foreign public documents, 5 October, 1961 - "Hague Legalization Convention, 1961", the Bidders may affix an “Apostille” sticker on each and every page of their Foreign Document(s) [including all commercial document(s) duly notarized]. Thereafter, the Bidder shall be compulsorily required to get all such "Apostilled" Foreign Document(s) approved, certified and attested from the Indian Embassy /Indian High Commission in that country where the 'Foreign Document(s)' were created or are originated from or the Ministry of External Affairs, Government of India, New Delhi and the Bidder/s shall follow any other norms/guidelines laid by the Ministry of External Affairs, Government of India, New Delhi.

11. For conversion of US Dollars to Rupees, the rate of conversion shall be the exchange rate existing on the date of publication of this RFP that is available on the Reserve Bank of India (RBI) website. In case of any other currency, the same shall first be converted to US Dollars as on the date of publication of this RFP, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate.

12. In the event that credit is being taken for the eligible experience of an Associate, as defined in Clause 2.2.1, the Bidder should also provide a certificate in the format below:

Certificate from Statutory Auditor/ Company Secretary regarding Associate$

Based on the authenticated records of the company, this is to certify that more than 50% (fifty per cent) of the issued and paid up equity share capital of …… (*name of the Associate*) is held, directly or indirectly[£], by …….. (*name of Bidder*). By virtue of the aforesaid shareholding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.1 of the RFP.

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

{Describe the shareholding of the Bidder in the Associate. In the event the Associate is under common control with the Bidder, the relationship may be suitably described and similarly certified herein}

Name of the audit firm: Name of the Company Secretary

Seal of the audit firm: Name of the Company

(Signature, name and designation of the authorised signatory).

Date:
Place:

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 for qualifying as Eligible Project.

[$] In the event that the Bidder exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

[£] In the case of indirect shareholding, the intervening companies in the chain of ownership should also be Associates i.e., the shareholding in each such company should be more than 50% in order to establish that the chain of "control" is not broken.

APPENDIX I

Annex-IV – Statement of Legal Capacity

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

Ref.
Date:

To,
The Commissioner ,
Tiruchirappalli City Municipal Corporation,
No.58, Bharathidasan Road, Cantonment,
Tiruchirappalli 620001, Tamil Nadu, India
Tel: 0431-2412860/ 91-431-2415396
E-mail: commr.trichy@tn.gov.in

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

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

We have agreed that ……. (insert authorized signatory'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 authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,
Yours faithfully,
(Signature, name and designation of the authorised signatory)
For and on behalf of……..

** Please strike out whichever is not applicable.*

8 APPENDIX-II - POWER OF ATTORNEY FOR SIGNING OF BID

(To be executed on stamp paper of appropriate value)

Know all men by these presents, We _____ (name of the entity and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), _____son/daughter/wife of _____and presently residing at _____, who is presently employed with us 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 M&O of MUFC at Panjappur, Trichy on Public Private Partnership (PPP) mode for a period of 15 (Fifteen) years (hereinafter referred to as the "Project")"** proposed or being developed by the **Tiruchirappalli City Municipal Corporation** (the "**Authority**") including but not limited to signing and submission of all Bid(s) and other documents and writings, participate in Pre-Bid Conference and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Bid(s), and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid(s) for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

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

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

For

……..

(Signature, name, designation and address of the authorized signatory)

Witnesses:

1.

2.

Notarised Person

identified by me/personally appeared before me

/ Signed before me/ Attested/Authenticated

(*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

Date _____

Accepted

……

(Signature)

(Name, designation and address of the Attorney)

Notes:

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

- *The Bidder shall provide a certified true copy or an extract of a board resolution/ shareholders' resolution, or Power of Attorney, duly authorizing the individual executing this Power of Attorney to sign or act on behalf of the Bidder in this regard.*

9 APPENDIX-III - POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

Whereas the Tiruchirappalli City Municipal Corporation (**the "Authority**") has invited **"Bid(s) for M&O of MUFC at Panjappur, Trichy on Public Private Partnership (PPP) mode for a period of 15 (Fifteen) years (hereinafter referred to as the "Project")"**

Whereas, …….., and ……. (collectively the "**Consortium**") being members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other 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 ……, [the respective names and addresses of the registered office] being the member/s of the Consortium (hereinafter collectively referred to as the "**Principal**") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s ……, having its registered office at ……, being one of the members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "**Attorney**") and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and, in the event the Consortium is awarded the Concession, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid(s) for the Project, including

but not limited to signing and submission of all applications, Bid(s) and other documents and writings, accept the Letter of Award, participate in Bid and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid(s) 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(s) 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)

(Executants)

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

Witnesses:

1.

2.

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- The Bidder shall provide a certified true copy or an extract of a board resolution/ shareholders' resolution, or Power of Attorney, duly authorizing the individual executing this Power of Attorney to sign or act on behalf of the Bidder in this regard.

10 APPENDIX-IV JOINT BIDDING AGREEMENT

(To be executed on stamp paper of appropriate value)

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

BETWEEN

1. {…… Limited, a company incorporated under the Companies Act, 1956/2013/ a Limited Liability Partnership (LLP) registered under the Limited Liability Partnership Act, 2008} and having its registered office at …… (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {…… Limited, a company incorporated under the Companies Act, 1956/2013/ a Limited Liability Partnership (LLP) registered under the Limited Liability Partnership Act, 2008} 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 shall be collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS

A. Tiruchirappalli City Municipal Corporation, having its office at **No. 58, Bharathidasan Road, Cantonment, Tiruchirappalli 620001, Tamil Nadu, India** (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 Bid(s) through its Request for Proposal No. …… dated …… (the

"**RFP**") for selection of Bidders for M&O of MUFC at Panjappur, Trichy for Tiruchirappalli City Municipal Corporation on Public Private Partnership (PPP) mode for a period of 15 years (hereinafter referred to as the "**Project**").

B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP and other Bidding Documents in respect of the Project, and

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

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

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

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

3. Covenants

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

4. Role of the Parties

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

(a) Party of the First Part shall be the Lead Member of the Consortium and shall have the power of attorney from all the Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the singing of the Concession Agreement when all the obligations of the Concessionaire shall become effective;

(b) Party of the Second Part shall be {the Technical Member/Financial Member/Other 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.

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 until the expiry of the Lock-in Period they shall collectively hold 100% (Hundred percent) of the issued and paid-up share capital in the SPV with at least 51% (Fifty-One percent) of such issued and paid-up share capital being held by the Lead Member. Upon the expiry of the Lock-in Period, the Lead Member and the other members of the Consortium shall collectively maintain a minimum shareholding of 51% (Fifty-One percent) of the issued and paid-up share capital in the SPV until the expiry of the Concession Period, with at least 26% (Twenty-Six percent) of such issued and paid-up share capital being held by the Lead Member.

6.3. The Parties undertake that they shall comply with equity Lock-in Period requirements set forth herein and 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 organised, 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 authorised by all necessary and appropriate corporate or governmental action and a certified true copy/ extract of the 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 Member of the Consortium is annexed to this Agreement, and will not, to the best of its knowledge:

   (i) require any consent or approval;

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

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

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

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

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

d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates 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.

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

8. Termination

This Joint Bidding Agreement shall be effective from the date hereof and shall remain in full force and effect until the expiry of Concession Period as stipulated in the Concession Agreement, if the Project is awarded to the Consortium. However, if the Consortium is not selected for award of the Project, the Agreement shall stand terminated either if the Bidder is not qualified/selected or upon Authority returning the Bid Security 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 AND DELIVERED	**SIGNED 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:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. The Joint Bidding Agreement should attach a certified true copy /extract of the Board/Shareholder's 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 members of the Consortium.

11 APPENDIX V: LETTER COMPRISING THE FINANCIAL BID

Dated:

To,

The Commissioner ,

Tiruchirappalli City Municipal Corporation,

No.58, Bharathidasan Road, Cantonment,

Tiruchirappalli 620001, Tamil Nadu, India

Tel: 0431-2412860/ 91-431-2415396

E-mail: commr.trichy@tn.gov.in

Sub: **Bid for M&O of MUFC at Panjappur, Trichy on Public Private Partnership (PPP) mode for a period of 15 (Fifteen) years (hereinafter referred to as the "Project").**

Ref: RFP No [•] dated [•]

Dear Sir,

We have gone through the RFP and have fully understood the Scope of Project as set out in the RFP and the Bidding Documents. We are pleased to submit the following Financial Bid:

S. No.	Particulars	Minimum Reserve Price	Amount in Figure followed by amount in words	GST	Total Amount
1	Concession Fee	Rs. 4.50 Crore (Rupees Four Crore Fifty Lakh) per	Rs. [▪] per annum	[▪]	[▪]

		annum			

I/We have reviewed all the terms and conditions of the RFP and undertake to abide by all the terms and conditions contained therein. We hereby declare that there are, and shall be, no deviations from the stated terms in the RFP.

Yours faithfully,

(Signature of the Authorised signatory)
Date:

(Name and designation of the of the Authorised signatory)

Place:
Name and seal of Bidder/Lead Member
[Note: The Concession Fee over and above the minimum reserve price of Rs 4.50 Crore (Rupees Four Crore Fifty Lakh) per annum for the first year of the Project may be indicated]

12 APPENDIX VI: SPECIAL INSTRUCTIONS TO THE BIDDERS FOR THE E-SUBMISSION OF THE BID(S) ONLINE THROUGH E-PROCUREMENT PORTAL

1. The Bidder shall complete online enrolment on the e-procurement portal <**https://tntenders.gov.in/**> by selecting the "Click Here to Enroll" option available on the homepage. Upon enrolment and login, the Bidder shall register its Digital Signature Certificate ("DSC") using the e-token. The e-token may be procured from any authorized Certifying Authority, including EMUDHRA CA, GNFC, IDRBT, MTNL Trustline, SafeScrypt, or TCS.
2. Upon enrolment, the Bidder shall access the portal using the user ID and password created during the enrolment process.
3. The registered e-token shall be used exclusively by the Bidder and shall not be transferred, shared, or otherwise misused by any third party.
4. A DSC mapped to a Bidder's account cannot be reassigned to any other account; it may only be deactivated.
5. Bidders may, in advance, upload relevant documents such as certificates, purchase orders, and other supporting materials under the "My Documents" section, which may subsequently be selected and attached during Bid submission, as required under the Bidding Documents.
6. After downloading the Bid schedule, the Bidder shall carefully review all instructions and requirements. Failure to submit documents strictly in accordance with the Bidding Documents will result in rejection of the Bid.
7. Any clarification required by the Bidder may be obtained through the e-procurement portal or through the contact details provided in the Bidding Documents. Bidders shall take note of all corrigenda issued prior to submitting their Bid(s).
8. The Bidder shall prepare the Bid documents in the prescribed formats (PDF/XLS/RAR/DWF). Where multiple documents are to be submitted, they may be combined appropriately.
9. The Bidder shall arrange and furnish the Bid Security in accordance with the requirements stipulated in the Bidding Documents.
10. The Bidder shall read and accept all terms and conditions prior to proceeding with submission of the Bid(s).

11. The Bidder shall ensure that the Bid(s) are submitted online well before the prescribed Bid Due Date and time to avoid delays or technical issues during submission.
12. Although there is no file size restriction on the server, the upload speed is dependent on the Bidder's system memory and internet bandwidth. To ensure smooth uploading, Bidders are advised to scan documents at 75–100 DPI to maintain clarity while reducing file size.
13. The Bidder shall click the "Freeze Bid" button to complete the Bid submission process. Any Bid that is not frozen will be deemed incomplete/invalid and shall not be considered for evaluation.
14. The Authority shall not be liable for any delay, technical difficulty, or inability experienced by a Bidder in submitting the Bid(s) due to local/system-related issues.
15. All Bids shall be submitted exclusively through the e-procurement portal. Submission through any other mode shall not be accepted.
16. Upon freezing the Bid, the e-procurement system shall generate a confirmation message and display the Bid summary, including Bid number, date and time of submission, and other relevant details. The Bid documents shall be digitally signed with the Bidder's e-token prior to submission.
17. After submission, the Bidder shall print and retain the Bid summary as proof of submission. The Bid summary shall also serve as the entry pass for participation in the Bid opening event.
18. A system-generated successful submission message indicates only that the Bid has been received and stored in the system; it does not certify correctness or completeness of the submitted documents.
19. The Bidder shall ensure that all submitted documents are free from viruses or malware. Any Bid whose documents cannot be opened at the time of Bid opening due to viruses is liable to be rejected.
20. All actions on the portal, including submission and opening of Bids, shall be governed by the server clock displayed on the portal. The portal operates on Indian Standard Time (IST) (GMT +5:30). Bidders shall strictly adhere to the timelines accordingly.
21. All data entered by the Bidder is encrypted at the client end using Public Key Infrastructure (PKI) encryption to ensure confidentiality. Such data shall not be visible to

unauthorized persons during submission or until the Bid opening by authorized personnel.

22. During transmission, the confidentiality and integrity of the Bid(s) are maintained through 256-bit SSL encryption. Sensitive fields are additionally encrypted.

13 APPENDIX-VII: PROJECT OBJECTIVES AND SCOPE OF SERVICES

1. Project Objective

The objective is to select eligible Bidder to undertake Marketing, Refurbishment & Upgradation subject to approval of authority, to undertake Maintenance & Operations of MUFC including collection of various sources of revenues as outlined in the agreement including periodical and preventive maintenance, major refurbishment every 3 years and to rectify minor defects and repairs on day to day basis, undertake Insurance, comply with all other terms and conditions of this agreement and handover the property in good working condition subject to normal wear and tear along with all the records at the end of concession period.

2. Revenue Generation & Enhancement Services

The concessionaire's primary revenue streams include licensing retail shops, collecting parking fees for both two-wheelers and four-wheelers, managing advertisements, and generating other applicable charges. Enhancement responsibilities encompass interior and exterior façade improvements, service upgradations, and structural modifications, all requiring appropriate approvals from Trichy City Municipal Corporation and other regulatory authorities.

3. Management and Operation

Core operational services includes comprehensive housekeeping, sanitary services, and security management. The concessionaire must maintain all electrical and mechanical equipment, managing horticulture, gardening, plantation, and lawn maintenance. Waste management, parking administration, and ensuring vehicles remain in designated areas are critical responsibilities.

Infrastructure maintenance includes water supply systems, underground drainage, storm water management, lighting, public amenities, and CCTV surveillance. Additional services encompass general pest control, complaint management, coordination with external service providers, circulation area maintenance, and building services including plumbing, carpentry, and masonry work.

Facility hygiene maintenance across all areas including toilets, parking, and circulation zones. The concessionaire must procure comprehensive insurance coverage including general

insurance, third-party liability, workmen's compensation, and property damage protection. Emergency care facilities and first aid centers, etc. must be established onsite.

All applicable licenses must be renewed regularly, including Fire License, CEIG approvals, lift certifications, and third-party insurance. The facility must maintain plastic-free status throughout the concession period.

Comprehensive maintenance plans must address pest control, sewage networks, and major triennial inspections. The concessionaire must update maintenance plans quarterly in year one, then annually thereafter, following good industry practices and manufacturer requirements. All authority-suggested modifications must be implemented without financial or legal consequences to the authority, ensuring consistent operational standards throughout the concession period. The entire scope of the concessionaire to be carried out in conformity with the Good Industry Practice and Applicable Laws as per the standard procedures.

4. Emergency & Crisis Management

The concessionaire must handle crisis management including primary fire-fighting and lift rescue operations. Minor repair works such as plastering wall cracks and fixing plumbing/electrical fittings fall under concessionaire responsibility, while major structural repairs due to authority's faulty workmanship remain the authority's obligation.

5. Compliance & Documentation Requirements

Any changes to Key Performance Indicators in Service Level Agreements will be borne by the concessionaire without financial claims against the authority. All structural modifications, upgradations, and additional facilities require prior authority approval.

Detailed standard operating procedures and maintenance manuals must be developed and approved, covering public areas, toilets, operational spaces, parking areas, and all mechanical/electrical systems. These include preventive maintenance plans for lifts, escalators, generators, fire protection, surveillance systems, and landscape maintenance.

Kindly refer Appendix-I: Project Objectives and Scope of Services of DCA for detailed scope of work including but not limited to, obligations of concessionaire, M&O Services, Housekeeping and Cleaning services, Gardening and Lawn Management, Compliant Management, Reporting, Parking Management, Security, management of command centre, advertisement guidelines, other obligations, deductions, etc.

Annexure 1 – Area Statement

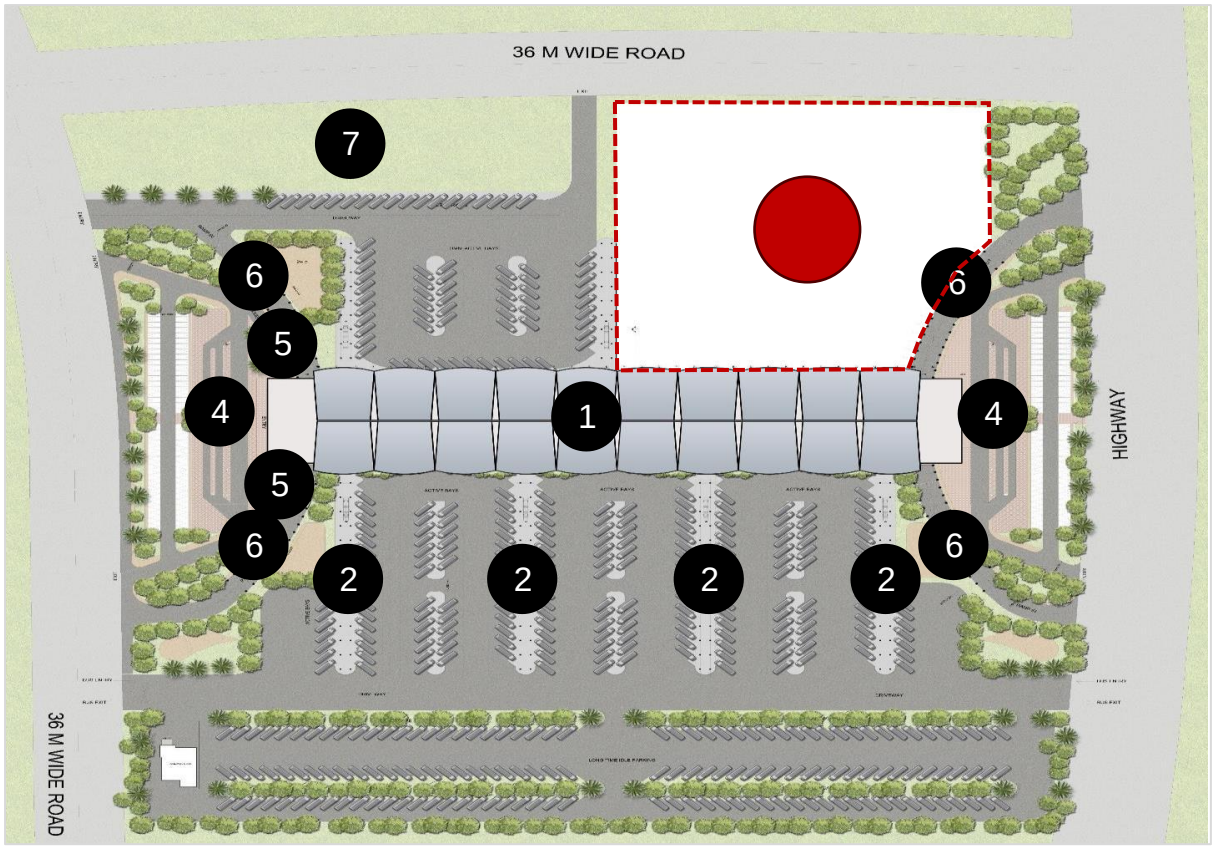
Introduction

The MUFC is under construction, and various details were obtained from the Authority.

Site Summary

The Site area is divided into various categories based on the functionality of the proposed development such as local/ city bus terminal, mofussil bus terminal and land reserved for future / commercial development. The area allotted for each of these components is as below.

Site Plan – IBT Panjappur, Tiruchirappalli



Site Summary

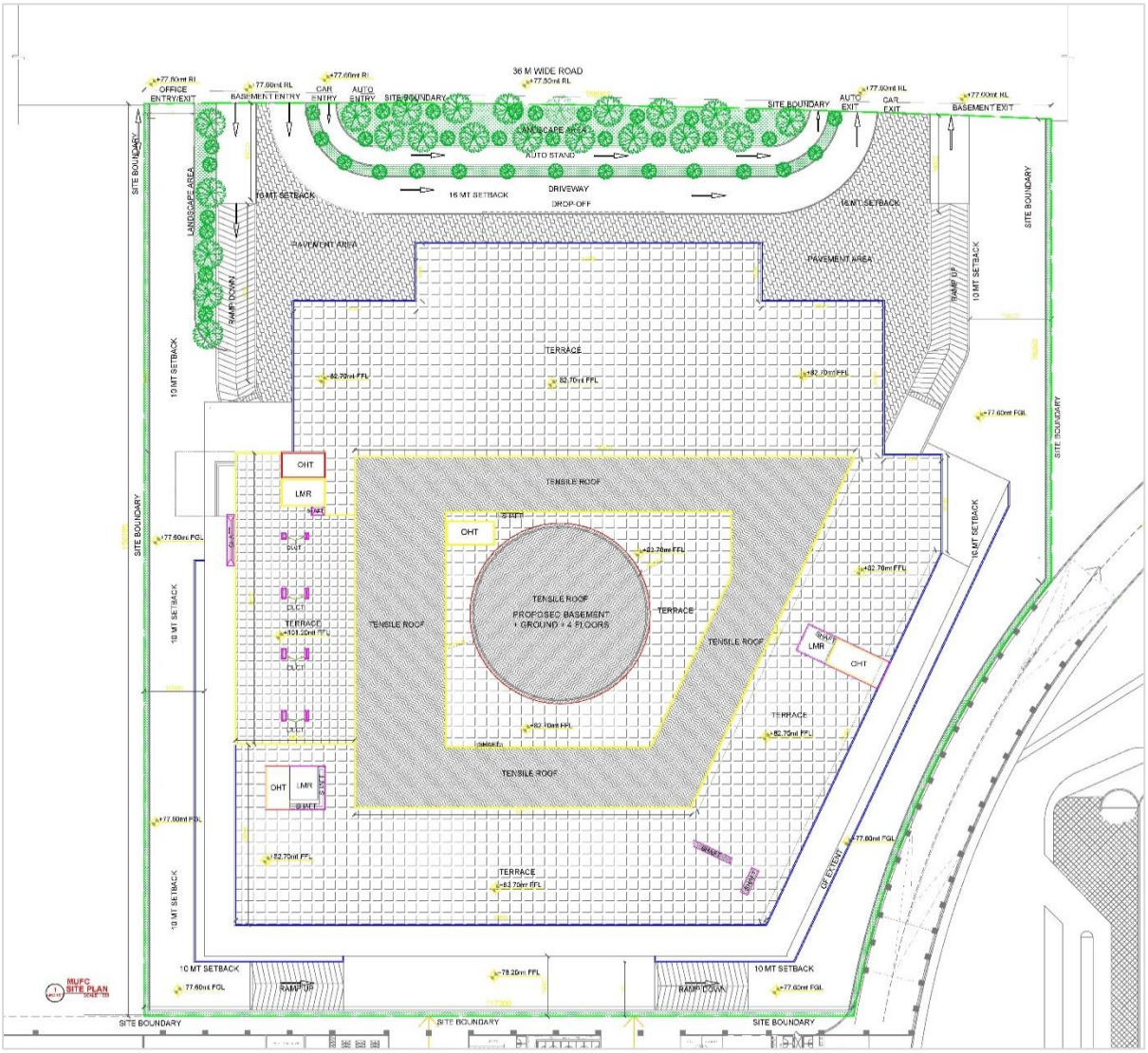
S. No	Particulars	Area (Sqm)	Area (Acre)
1	Terminal Building	12,158	3.00
2	Bus Bays Fingers	13,807	3.41
3	Roads/ Driveways	86,802	21.45
4	Platform - Auto	4,597	1.14
5	Car Ramps	492	0.12
6	Bus Ramps	4,050	1.00
7	Dormitory Building	824	0.20
8	Future Development	6,466	1.60
9	External Outer Road	36,300	8.97
	Total Area	1,65,496*	40.89
10	**Multi Utility Facility Complex (MUFC)**	**21083.44**	**5.20**

Multi Utility Facility Complex (MUFC) Building

The Site plan with area of 21,083.44 sqm or 5.20 acres, consists of a commercial building with total built-up area of 28,653 sqm. The commercial building comprises of commercial shops and Anchor shops, public convenience, food outlets, commercial office space, etc. Detail floor wise area statement of commercial building is stated below:

S. No.	Particulars/ Location	Site Area		
		Acres	Sqm	Sq.ft.
1	Basement Floor	1.33	5364.64	57,745.00
2	Ground Floor	2.78	11261.06	1,21,214.0
3	First Floor	2.29	9284.00	99,933.00
4	Second Floor	0.23	914.44	9,843.00
5	Third floor	0.23	914.44	9,843.00
6	Fourth Floor	0.23	914.44	9,843.00
Total		**7.08**	**28,653.01**	**3,08,421.00**

Site plan


36 M WIDE ROAD
OFFICE ENTRY/EXIT
BASEMENT ENTRY
CAR ENTRY
AUTO ENTRY
SITE BOUNDARY
LANDSCAPE AREA
AUTO STAND
DRIVEWAY
DROP-OFF
AUTO EXIT
CAR EXIT
BASEMENT EXIT
16 MT SETBACK
10 MT SETBACK
PAVEMENT AREA
RAMP DOWN
RAMP UP
TERRACE
TENSILE ROOF
PROPOSED BASEMENT + GROUND + 4 FLOORS
OHT
LMR
SHAFT
DUCT
EXIT
GF EVENT
MUFC SITE PLAN

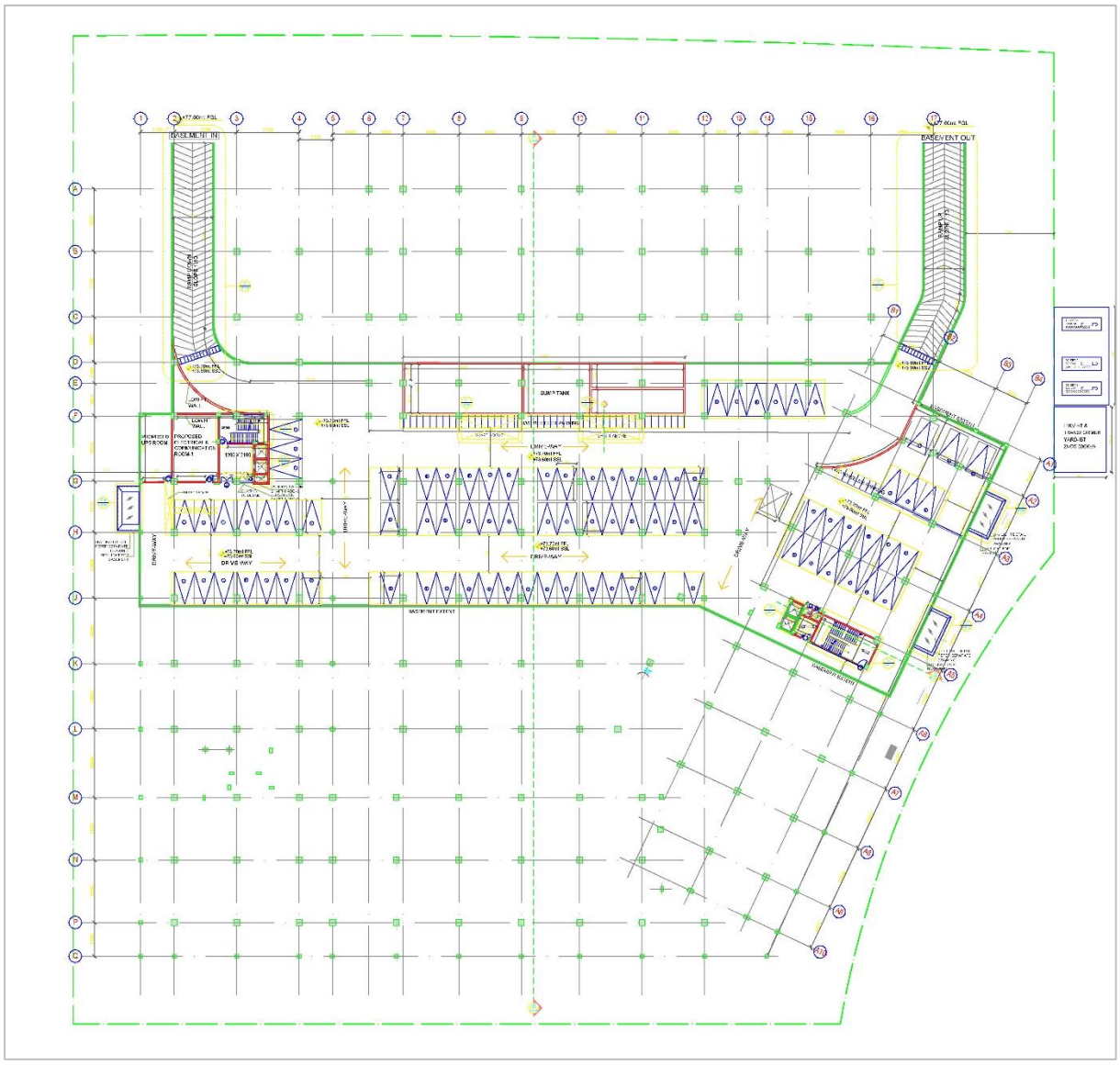
Basement Floor - MUFC

Total built-up area of basement is 57,745 sq.ft. comprising of 2-wheeler and 4-wheeler parking spaces, access ramps, utility spaces, staircase, lifts and lift lobby, shafts,. Total number of 2-wheeler and 4-wheeler parking allotted in basement is 46 nos. and 80 nos. respectively. The detailed area statement is presented in the table below.

Basement Floor Area summary

S. No.	Particulars/ Location	Area		
		Acres	Sqm	Sqft
1	Staircase/ Lifts/ Shafts	0.03	126.37	1,360.23
2	Utility spaces	0.12	475.38	5,116.99
3	2-Wheeler Parking Area (46 nos.)	0.02	96.00	1,033.34
4	4-Wheeler Parking Area (80 nos.)	0.31	1245.00	13,401.18
5	Driveway/ Passage	0.71	2860.00	30,785.04
6	Common Areas (Walls, Columns, etc.)	0.14	561.90	6,048.29
Total		**1.33**	**5364.65**	**57,745.07**

Basement Floor Plan - MUFC



Ground Floor – MUFC

MUFC Ground Floor Summary

S.No.	Particulars/ Location	Site Area		
		Acres	Sq.m	Sq.ft.
1	Commercial shops	1.11	4485.84	48,285.58
2	Utility spaces	0.06	224.85	2,420.29
3	Toilet	0.03	109.23	1,175.75
4	Escalators	0.02	76.28	821.08
5	Staircase/ Lifts/ Shafts	0.11	447.27	4,814.41
6	Circulation/ Passage	1.26	5086.84	54,754.75
7	Common Areas (Walls, Columns, etc)	0.21	830.73	8,942.00
Total		**2.78**	**11261.04**	**1,21,214**

Total built-up area of ground floor is 1,21,214 sq.ft. comprising of commercial shops and Anchor shops, public convenience, utility spaces, etc. 90 nos. of commercial shops and 1 no of Anchor shop is allocated in ground floor. The detailed area statement is presented in the table below:

MUFC Ground Floor Plan



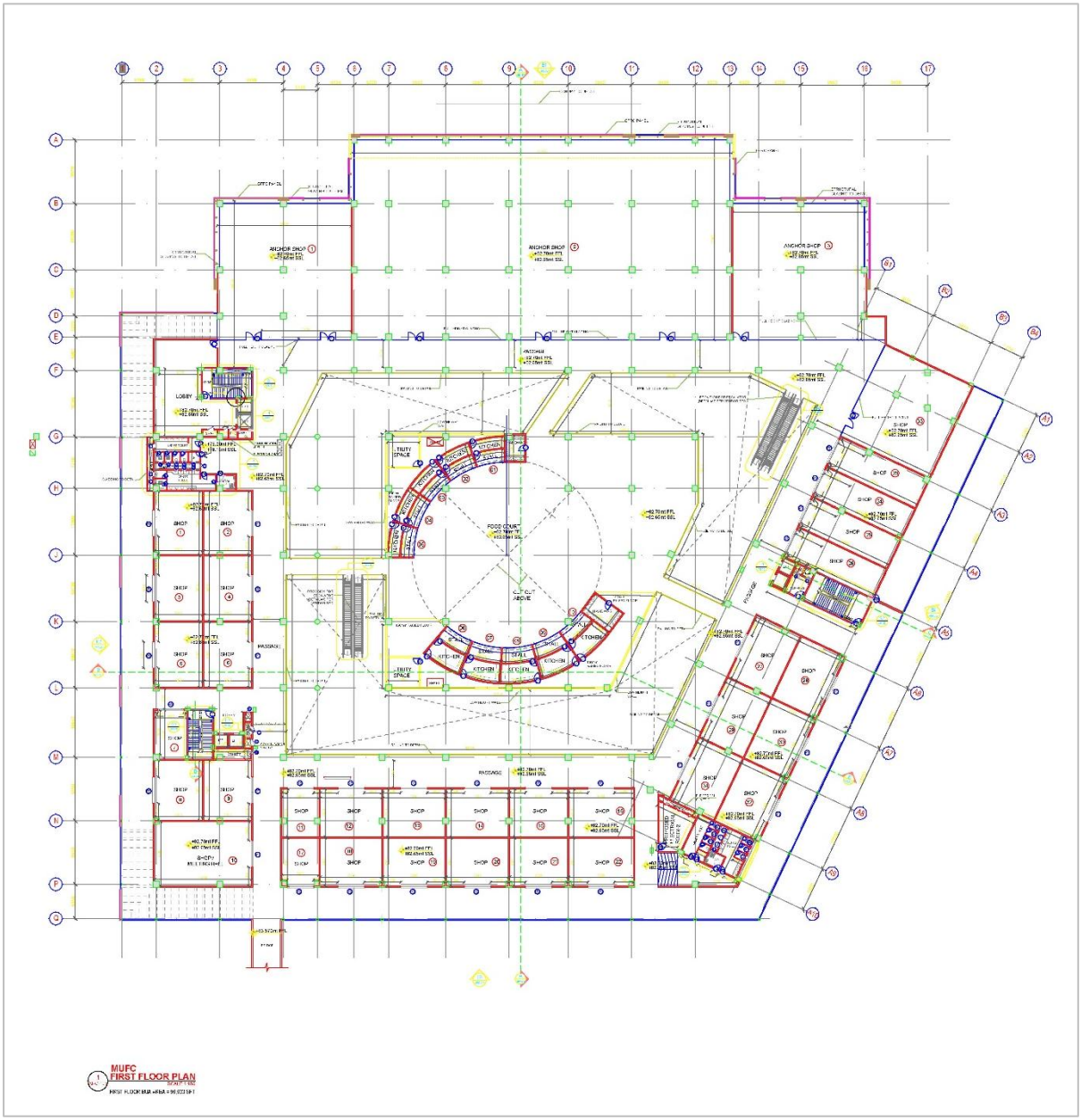
First Floor - MUFC

Total built-up area of first floor is 99,933 sq.ft. comprising of commercial shops, Anchor shops, Food Stalls, public convenience, utility spaces, etc. 30 nos. of commercial shops, 3 no of Anchor shops and 10 Food stalls is allocated in first floor. The detailed area statement is presented in the table below:

MUFC First Floor Area Summary

S. No.	Particulars/ Location	Site Area		
		Acres	Sqm	Sqft
1	Commercial shops	1.21	4908.92	52,839.61
2	Food Stalls	0.05	220.40	2,372.39
3	Utility spaces	0.11	459.22	4,943.04
4	Toilet	0.03	135.09	1,454.11
5	Staircase/ Lifts/ Shafts	0.07	299.50	3,223.83
6	Circulation/ Passage	0.74	2990.00	32,184.36
7	Common Areas (Walls, Columns, etc)	0.07	270.90	2,916.00
Total		**2.29**	**9284.03**	**99,933**

MUFC First Floor Plan



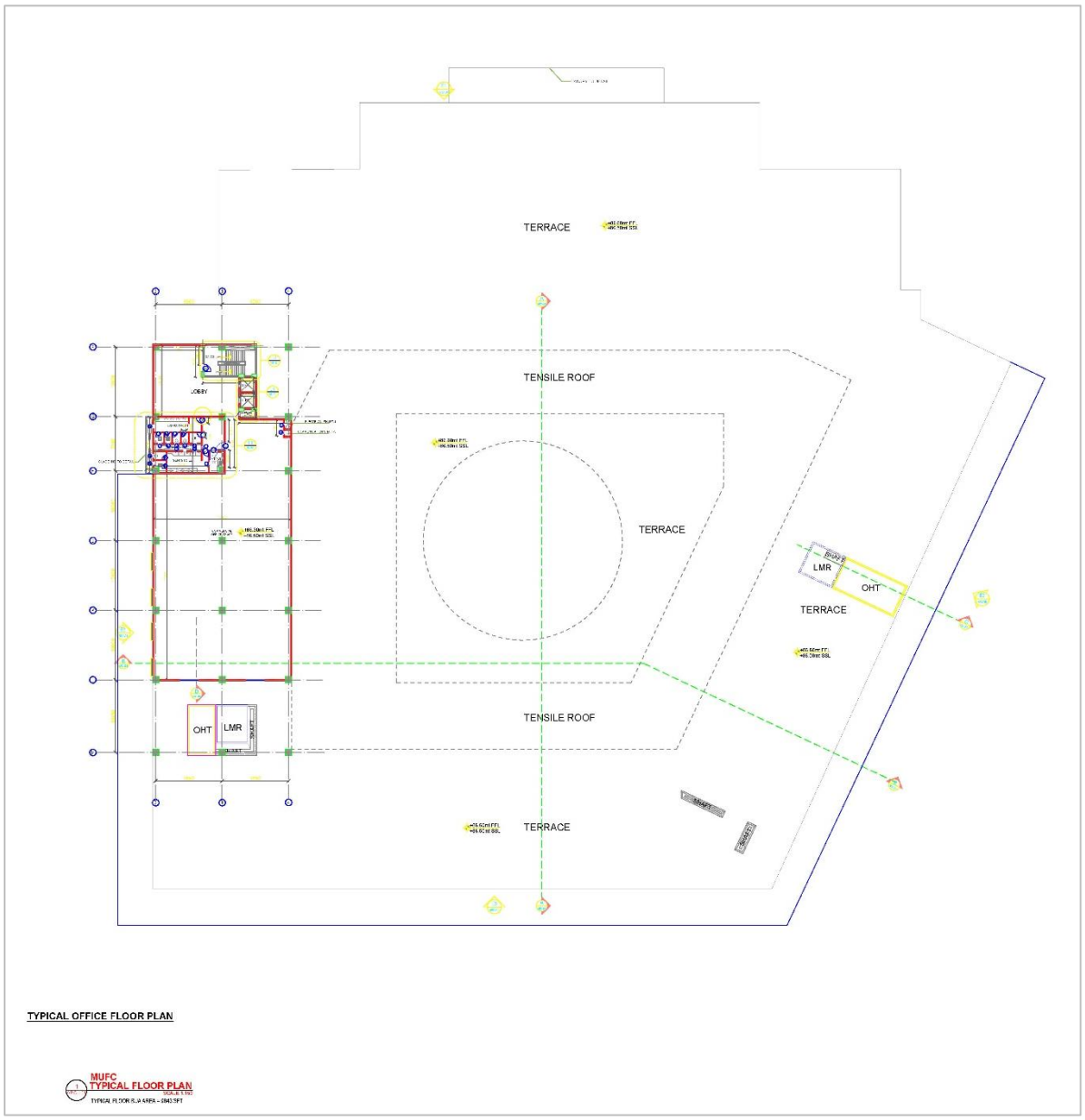
Typical Office Floor - MUFC

Total built-up area of typical commercial office floor is 9,843 sq.ft. comprising of commercial office space, public convenience, utility spaces, etc. The commercial office space is comprised as second floor, third floor and fourth floor of the commercial building. The detailed area statement is presented in the table below:

MUFC Typical Office Floor Area Summary

S.No.	Particulars/ Location	Site Area		
		Acres	Sqm	Sqft
1	Commercial office space	0.16	644.44	6,936.75
2	Toilet	0.01	56.42	607.30
3	Staircase/ Lifts/ Shafts	0.04	151.36	1,629.24
4	Circulation/ Passage	0.00	14.72	158.45
5	Common Areas (Walls, Columns, etc)	0.01	47.50	511.26
Total		**0.23**	**914.44**	**9,843**

MUFC Typical Office Floor Plan



Note: The Bidders are required to obtain detailed drawings from the Authority as mentioned in Schedule B- Appendix I- Annexure 1, visit the Site and satisfy themselves before submission of Bid.

Annexure 2 – Details of Available Assets at MUFC, Panchappur

Refer Appendix-I, Annexure 2 – Details of Available Assets at MUFC, Panchappur of DCA

Annexure 3 – Key Performance Indicators -Service Level Agreement

Refer Appendix-I, Annexure 3 – Key Performance Indicators -Service Level Agreement of DCA

Annexure 4 – Deleted

Annexure 5 – Deduction for Non-performance

Refer Appendix-I, Annexure 5 – Deduction for Non-performance of DCA

Annexure 6- List of Proposed Components on License

MUFC Building - Retail Area Ground Floor

S. No.	Commercial Shops (Ground Floor)	Carpet Area (in sqft)
1	Shop 1	432.93
2	Shop 2	445.84
3	Shop 3	496.11
4	Shop 4	446.49
5	Shop 5	496.44
6	Shop 6	446.17
7	Shop 7	496.22
8	Shop 8	445.63
9	Shop 9	497.19
10	Shop 10	484.70
11	Shop 11	540.14
12	Shop 12	432.93
13	Shop 13	445.84
14	Shop 14	496.11
15	Shop 15	446.49
16	Shop 16	496.44
17	Shop 17	446.17
18	Shop 18	496.22
19	Shop 19	445.63
20	Shop 20	497.19
21	Shop 21	484.70
22	Shop 22	540.14
23	Shop 23	486.75
24	Shop 24	486.75
25	Shop 25	497.19
26	Shop 26	497.19
27	Shop 27	497.19

S. No.	Commercial Shops (Ground Floor)	Carpet Area (in sqft)
28	Shop 28	497.19
29	Shop 29	497.19
30	Shop 30	497.19
31	Shop 31	497.19
32	Shop 32	497.19
33	Shop 33	389.23
34	Shop 34	417.54
35	Shop 35	417.54
36	Shop 36	487.82
37	Shop 37	487.82
38	Shop 38	459.84
39	Shop 39	459.84
40	Shop 40	532.71
41	Shop 41	532.71
42	Shop 42	1033.99
43	Shop 43	175.67
44	Shop 44	291.92
45	Shop 45	1327.63
46	Shop 46	291.92
47	Shop 47	291.92
48	Shop 48	1327.63
49	Shop 49	291.92
50	Shop 50	291.92
51	Shop 51	1284.68
52	Shop 52	291.60
53	Shop 53	288.15
54	Shop 54	506.23
55	Shop 55	473.62
56	Shop 56	501.49
57	Shop 57	487.82

S. No.	Commercial Shops (Ground Floor)	Carpet Area (in sqft)
58	Shop 58	506.23
59	Shop 59	473.62
60	Shop 60	501.49
61	Shop 61	487.82
62	Shop 62	143.91
63	Shop 63	240.25
64	Shop 64	240.25
65	Shop 65	240.25
66	Shop 66	240.25
67	Shop 67	240.25
68	Shop 68	240.25
69	Shop 69	237.24
70	Shop 70	643.79
71	Shop 71	629.91
72	Shop 72	643.79
73	Shop 73	642.07
74	Shop 74	495.47
75	Shop 75	495.47
76	Shop 76	497.19
77	Shop 77	501.60
78	Shop 78	493.85
79	Shop 79	496.65
80	Shop 80	511.51
81	Shop 81	512.15
82	Shop 82	513.87
83	Shop 83	509.46
84	Shop 84	497.19
85	Shop 85	501.60
86	Shop 86	497.19
87	Shop 87	498.16

S. No.	Commercial Shops (Ground Floor)	Carpet Area (in sqft)
88	Shop 88	1022.36
89	Shop 89	519.36
90	Shop 90	514.73
91	Anchor Shop	4106.47
Total		**48,285.58**

MUFC First Floor Retail Area Statement

S.No.	Commercial Shops (First Floor)	Carpet Area (in sqft)
1	Anchor Shop 1	4376.64
2	Anchor Shop 2	18278.35
3	Anchor Shop 3	4476.53
4	Shop 1	729.69
5	Shop 2	728.94
6	Shop 3	754.23
7	Shop 4	752.62
8	Shop 5	754.23
9	Shop 6	752.62
10	Shop 7	376.96
11	Shop 8	694.71
12	Shop 9	693.63
13	Shop 10	1506.21
14	Shop 11	423.03
15	Shop 12	711.39
16	Shop 13	717.21
17	Shop 14	717.21
18	Shop 15	667.05
19	Shop 16	742.50
20	Shop 17	426.15
21	Shop 18	712.25
22	Shop 19	718.71

S.No.	Commercial Shops (First Floor)	Carpet Area (in sqft)
23	Shop 20	718.71
24	Shop 21	668.77
25	Shop 22	743.79
26	Shop 23	782.00
27	Shop 24	783.94
28	Shop 25	752.62
29	Shop 26	754.13
30	Shop 27	776.30
31	Shop 28	778.56
32	Shop 29	746.59
33	Shop 30	748.85
34	Shop 31	747.78
35	Shop 32	742.72
36	Shop 33	2384.01
	Total	**52,839.61**

MUFC First Floor Food Stalls Area Statement

S. No.	Food Stalls (First Floor)	Carpet Area (in sqft)
1	Stall 1	184.06
2	Stall 2	189.12
3	Stall 3	187.72
4	Stall 4	190.31
5	Stall 5	184.17
6	Stall 6	284.17
7	Stall 7	289.66
8	Stall 8	289.66
9	Stall 9	289.55
10	Stall 10	283.95
	Total	**2372.39**

MUFC Second Floor, Third Floor, Fourth Floor Area Statement

S. No.	Office Space	Carpet Area (in sqft)
1	Commercial office space – Second Floor	**9,843**
2	Commercial office space – Third Floor	**9,843**
3	Commercial office space – Fourth Floor	**9,843**
	Total	**29,529.01**

Parking facility in MUFC, Panchappur

S.No	Particulars	Parking Nos.
1	Two wheeler	46
2	Four wheeler	80

Note:

1. Any modifications to the same shall not be undertaken by the Concessionaire without obtaining prior written approval from the Authority.
2. Bidders are required to obtain detailed drawings from the Authority as specified in Annexure 1 above, conduct a Site visit, and ensure their satisfaction before submitting the Bid.

List of proposed leasable Advertisement spaces

S. No	Particulars	Unit	Area Sq.ft
1	Façade along access Road	Sqft	3,151
2	Other areas within MUFC Complex*	sqft	1,200
* Other areas within MUFC complex shall mean, areas within the building premises limited to advertisements in Columns, Walls, etc.			

Annexure 7- User Fee

The Concessionaire shall, in consideration of the payment of the annual Concession Fee and services, be entitled to demand, collect, revise and appropriate User Fee from the Users of the Project as provided below:

- **User Fee fixed by the Concessionaire:**

  A. The Concessionaire shall be free to determine, revise and charge the User Fee from time to time as per the prevailing market rate with respect to:

  (i) Retail Area / Shops

  (ii) Advertisements (preferably digital).

  (iii) 2W & 4W Parking

  Provided that any additional retail area/shops in addition to those specified under Schedule B-Appendix I-Annexure 6 of this Agreement shall be developed by the Concessionaire at the expense of the Concessionaire subject to obtaining structural approvals and planning approvals from the Authority and in accordance with the provisions of this Agreement and all Applicable Laws. The revenue generated from these additional shops shall accrue to the Concessionaire. Further the Authority shall only undertake infrastructural augmentations and it is clarified that no commercial development shall be undertaken by the Authority within the Site. It is further clarified that any assets created/developed by the Concessionaire, including such additional retail area/shops, shall be handed over to the Authority free of cost, free from all encumbrances, upon expiry of the Concession Period.

  The parking rate fixed by the Concessionaire shall not be less than the parking fee prevailing the Muthamizh Arignar Dr. Kalaignar M. Karunanidhi Integrated Bus Terminus (IBT) in Tiruchirappalli (Trichy). The Concessionaire shall also allocate 2% of the total parking space as reserved preferential parking, free of charge, to be used by the Authority and/or other allied government department employees working in the MUFC.

Annexure 8- Deleted

14 APPENDIX VIII: DELETED

15 APPENDIX IX: CONCESSION FEE SCHEDULE

The annual Concession Fee payable during the Concession Period shall be as follows:

SI No	Year	Amount (%)
1	Year 1	50% of Quoted ACF
2	Year 2	75% of Quoted ACF
3	Year 3	100% of Quoted ACF
4	Year 4	100% of Quoted ACF
5	Year 5	100% of Quoted ACF
6	Year 6	115% of Quoted ACF
7	Year 7	115% of Quoted ACF
8	Year 8	115% of Quoted ACF
9	Year 9	132.25% of Quoted ACF
10	Year 10	132.25% of Quoted ACF
11	Year 11	132.25% of Quoted ACF
12	Year 12	152.08% of Quoted ACF
13	Year 13	152.08% of Quoted ACF
14	Year 14	152.08% of Quoted ACF
15	Year 15	174.90 % of Quoted ACF