Request for Proposal

Development of International Cricket Stadium and Commercial Complex in Coimbatore on Design, Build, Finance, Operate and Transfer (DBFOT) format

February 2026

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E-Tender Notification TIDCO/ICSCC/Coimbatore/2025-26
Date: 27/02/2026

REQUEST FOR PROPOSALS (RFP)

Tamilnadu Industrial Development Corporation Limited (TIDCO) invites online bids i.e., separate Technical and Financial Bids, from interested and Eligible Bidders for the **Development of International Cricket Stadium and Commercial Complex in Coimbatore, on Design, Build, Finance, Operate and Transfer ("DBFOT") format** as detailed below:

Sl No	Item	Particulars
1.	Tender inviting Authority	Tamilnadu Industrial Development Corporation Limited (TIDCO)
2.	E-Procurement Portal	**https://tntenders.gov.in**
3.	Bid Security	Rs.5,00,00,000 in the form of e-Bank Guarantee, online on the e-Procurement portal
4.	Date and Time for issue of RFP Document	27/02/2026
5.	Last date for submission of written Queries via email by Bidders	12/03/2026 to email to senthilkumar@tidco.com & pmutidco@tidco.com
6.	Date of Pre-Bid Conference 1	13/03/2026 at 15:00 hours at TIDCO Office
7.	Date of Pre-Bid Conference 2 (Optional to be decided by Authority)	In case the Authority feels the necessity for a second pre bid conference it may call for the same the date and time will be intimated via the e-tendering portal. Option for participating in the pre-bid conference via Video Conferencing shall be made available to Bidders. The link for the same shall be made available on specific request made by the Bidder.
8.	Date and Time for online submission of Bids (Bid Due Date)	10/04/2026 upto 15:.00 hours
9.	Date and Time for opening of Technical Bid	10/04/2026 at 17:00 hours
10.	Opening of Financial Bid	Upon completion of evaluation of Technical Proposal/s

DISCLAIMER

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

This RFP is not an Agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

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

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

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

GLOSSARY

Associate	As defined in Clause 2.1.16
Authority	As defined in the Disclaimer
Bank Guarantee	As defined in Clause 2.20.1
Bid(s)	As defined in the Disclaimer
Bidder(s)	As defined in Clause 1.1.1
Bidding Documents	As defined in Clause 1.2.5
Bid Due Date	As defined in Clause 1.2.5
Bidding Process	As defined in Clause 1.3
Bid Security	As defined in Clause 1.3.3
Concession	As defined in Clause 1.2.3
Concession Agreement or Agreement	As defined in Clause 1.1.3
Concessionaire	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)
Damages	As defined in Clause 2.2.1(c)
Eligible Projects	As defined in Clause 2.2.2 A
Financial Capacity	As defined in Clause 2.2.2 B
Government or GoI	Government of India
Lowest Bidder	Clause 1.3.4
LOA	As defined in Clause 3.8.4
MDO	Mandatory Development Obligations
OECD	Organisation for Economic Co-operation and Development
OPF	Other Permissible Facilities
Project	As defined in Clause 1.1.1
Project Site	As defined in Clause 1.1.2
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in the Disclaimer
Scope of the Project	As defined in Clause 1.2.1
Selected Bidder	As defined in Clause 3.8.1
Technical Capacity	As defined in Clause 2.2.2 A

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

SECTION 1. INTRODUCTION

1.1. Background

1.1.1. The Tamilnadu Industrial Development Corporation Limited hereby requests bids from interested, qualified and eligible bidders (the **"Bidder(s)"**) for the Development of International Cricket Stadium and Commercial Complex in Coimbatore, on Design, Build, Finance, Operate and Transfer (**"DBFOT"**) basis (the **"Project"**).

1.1.2. The Authority shall make available to the Concessionaire two distinct land parcels for implementation of the Project:

(i) **Project Site:** A land parcel measuring approximately 20.18 (twenty point one eight) acres for development of the International Cricket Stadium (including Mandatory Development Obligations and Other Permissible Facilities), to be provided for the **"Concession Period"** of 35 (thirty-five) years on license basis, which includes the Construction Period of 5 years.

(ii) **Commercial Complex Site:** A land parcel measuring approximately 10.18 (ten point one eight) acres for development of Commercial Complex, to be provided on lease for a period of 60 (sixty) years on a nominal lease rent of Rs.1,000/- (Rupee One Thousand only) per acre per annum. Until the expiry or termination of the Concession Agreement, the terms and conditions of the Concession Agreement shall prevail. After the expiry of the Concession Period of 35 years for the Stadium, the lease for the Commercial Site shall continue as per the terms of the Lease Deed for the Commercial Site.

The Project brief is given in Section 6. The Concessionaire shall be solely responsible for obtaining all necessary approvals, permits, licenses, and clearances required for development of both sites in accordance with Applicable Laws and Development Control Regulations.

1.1.3. The Selected Bidder undertakes to incorporate a Special Purpose Vehicle under the Indian Companies Act 2013 (the "**SPV**" or **"Concessionaire"**), to execute the Concession Agreement, to implement and operate the Project. The **Concessionaire**/ SPV, shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of the Concession Agreement (the "**Concession Agreement**") to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.

1.2. Scope of the Project

1.2.1. The Scope of the Project (the **"Scope of the Project"**) shall mean and include:

A. Mandatory Development Obligations (MDO)

The Concessionaire shall be mandatorily required to design, engineering, finance, procure, construct, develop, commission, operate, maintain and manage, during the Concession Period, the following facilities on the Project Site:

1. **International Cricket Stadium** with the following minimum specifications:
   - Seating capacity: 25,000 (twenty-five thousand) persons
   - Practice nets: Minimum 5 numbers
   - Corporate boxes: Minimum 25 numbers
   - Media and press areas including commentators' room and written press box
   - VIP lounges and hospitality areas
   - Player amenities including locker rooms, medical facilities, gymnasium
   - Match officials' amenities
   - Spectator facilities including concourse areas, food and beverage outlets, washrooms, parking
   - Field of play with international specifications
   - Stadium lighting system meeting international standards
   - Electronic scoreboard and sight screens
   - All other facilities required for hosting international cricket matches as per BCCI/ICC standards
2. **Club House** for sports development, including:
   - Gymnasium
   - Swimming Pool
   - Other sports facilities such as badminton, indoor sports, etc.
   - Appropriate rooms/suites
   - Restaurant/ Dining and recreational facilities
   - Administrative and support areas
3. **Parking Facilities:** On-site parking facilities required for the International Cricket Stadium, including surface, podium and/or structured parking, in conformity with the Applicable Laws and the norms prescribed in the Master Plan approved by the Authority.

The detailed specifications, standards, and requirements for the Mandatory Development Obligations are set forth in Volume - II Concession Agreement.

B. Other Permissible Facilities (OPF)

The Concessionaire may, at its option, develop the following additional facilities on the Project Site, subject to compliance with Applicable Laws and Development Control Regulations:

1. **Sports Retail Facilities** integrated with or ancillary to the Cricket Stadium, including but not limited to:
   - Pro-sports stores and equipment retail outlets

- Sports merchandise shops
- Training facilities
- Restaurants and food courts
- Such other retail facilities as may be appropriate for the Project

2. **Banquet Hall(s)** with associated facilities including:
   - Multi-purpose hall(s) for events, conferences, and functions
   - Pre-function areas and breakout rooms
   - Commercial kitchen and catering facilities
   - Associated parking and service areas
3. **Other Facilities** as may be proposed by the Concessionaire and approved by the Authority, provided such facilities are complementary to the core purpose of the Project and comply with all Applicable Laws and Development Control Regulations.

For the avoidance of doubt, the development of Other Permissible Facilities is entirely at the discretion of the Concessionaire and shall not form part of the MDO, unless otherwise specified in the Concession Agreement.

C. Commercial Facilities

The Concessionaire shall have the right to develop Commercial Facilities on the Commercial Complex Site, comprising:

1. Commercial offices
2. Retail spaces and shopping complexes
3. Hospitality projects including hotels, serviced apartments
4. Any combination of the above in such proportions as determined by the Concessionaire

The development of Commercial Facilities shall be in accordance with:

- The Development Control Regulations applicable to the Commercial Site
- All Applicable Laws, rules, regulations, and bye-laws
- The terms and conditions of the Lease Deed for the Commercial Site
- Good industry practices for commercial real estate development

The Commercial Facilities shall be independent of the Mandatory Development Obligations (MDO) and Other Permissible Facilities, and the timelines for development of Commercial Facilities shall be as per the provisions of the Lease Deed for the Commercial Site.

1.2.2. The assessment of actual costs for the Project will have to be made by the Bidders.

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

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

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

1.3. Brief description of Bidding Process

The Authority has adopted a single stage two cover system (referred to as the **"Bidding Process"**) for selection of the Bidder as Concessionaire for award of the Concession to undertake the Project. Under this process, the Bid shall be invited under two cover system. The RFP document can be downloaded by the Bidder from the e-procurement portal at free of cost. Eligibility and qualification of the Bidder will be first examined based on the details submitted under first cover (Technical Bid) as prescribed in this RFP. (The "Bidder", which expression shall, unless repugnant to the context, include the members of the Consortium). The online Financial Bid shall be opened of only those Bidders whose Technical Bids are determined responsive and meet eligibility and qualifications requirements as per this RFP.

1.3.1. Interested Bidders are being called upon to submit their Bid in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of 180 days from the Bid Due Date.

1.3.2. RFP and any addenda issued subsequent to this RFP, will be deemed to form part of the Bidding Documents.

1.3.3. A Bidder is required to deposit, along with their Bid, a Bid Security of Rs.5 Crores (Rupees Five Crores) (the "**Bid Security**"), refundable not later than 90 (ninety) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till they provide a Performance Security for Rs.20 Crore (Rupees Twenty Crores) under the Agreement. The Bidders shall pay the Bid Security in the form of Electronic Bank Guarantee (e-Bank Guarantee) acceptable to the Authority, and in such event, the validity period of e-Bank Guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date with a claim period of 30 (thirty) days, and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

1.3.4. Generally, the Lowest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3 of this RFP, be invited to match the Bid submitted by the Lowest Bidder in case such Lowest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Lowest Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annual the Bidding Process.

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

1.3.6. As part of the Bidding Documents, the Authority is also providing a draft Concession Agreement that contains terms and conditions pertaining/ relevant to the Project.

1.3.7. **Bid Parameter:** Bids are invited for the Project on the basis of the Viability Gap Fund (the **"VGF"**) representing the net capital grant required from the Authority, expressed in INR. The ceiling for the Bid Parameter is fixed at **Rs. 80 Crores** (Rupees Eighty Crores).

Bidders who do not require viability gap support shall quote an Upfront Concession Premium as a negative amount. Bidders requiring viability gap support shall quote a VGF / Grant as a positive amount, expressed in rupee terms.

1.3.8. The Concessionaire shall be entitled to levy and charge user fee/ tariff/ rentals from users of the Project at its sole discretion subject to Applicable Laws.

1.3.9. Other details of the process to be followed under this bidding process and the terms thereof are spelt out in this RFP.

1.3.10. Any queries or request for additional information concerning this RFP shall be submitted by e-mail to senthilkumar@tidco.com & pmutidco@tidco.com.

1.4. Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

Sl. No	Event Description	Date
1.	Date of Issue of RFP	27.02.2026
2.	Availability of RFP document for purchase Bidding Documents shall be available on	Bidding Documents shall be available on the E-Procurement Portal www.tntenders.gov.in from 27-02-2026.
3.	Last date for receiving queries	12-03--2026
4.	Pre-Bid meeting 1 at venue mentioned at Clause 2.11.4	13-03-2026
5.	Pre-Bid meeting 2 at venue mentioned at Clause 2.11.4 (optional)	Will be intimated on portal (if required)
6.	Bid Due Date	10-04-2026 at 15:00 hours IST
7.	Opening of Technical Bids	10-04-2026 at 17:00 hours IST
8.	Opening of Financial Bids	Upon completion of evaluation of Technical Proposals
9.	Validity of Bid	180 days from Bid Due Date
10.	Signing of Concession Agreement	Upon Formation of SPV and Within 60 days of Date of LOA

SECTION 2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1. General terms of Bidding

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

2.1.2. An international Bidder bidding individually or as a member of a Consortium shall ensure that Power of Attorney is legalised/apostille by appropriate authority notarised in the jurisdiction where the Power of Attorney is being issued and requirement of Indian Stamp Act is duly fulfilled.

2.1.3. Notwithstanding anything to the contrary contained in RFP Volume I, the detailed terms specified in the draft Concession Agreement (RFP Volume II) and draft Lease Deed (RFP Volume III) shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

2.1.4. The Technical Bid shall be furnished in the format exactly as per Appendix-I.

2.1.5. The Bidder shall deposit a Bid Security of Rs.5,00,00,000 (Rupees Five crores only) in accordance with the provisions of this RFP. The Bidder shall provide the Bid Security in the form of an e-Bank Guarantee acceptable to the Authority, as per format at Appendix-II. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

2.1.6. The Bidder should submit a power of attorney as per the format at Appendix-III, authorising the signatory of the Bid to commit the Bidder.

2.1.7. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of any Member, who shall hold a minimum of 26% equity share holding of the paid up and subscribed equity of the SPV, and such Member shall thereafter be identified as the Lead Member, in the format at Appendix – IV[1]. In case the Bidder is a Consortium, Joint Bidding Agreement in the format at Appendix V shall be submitted by the bidder.

2.1.8. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

2.1.9. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

[1] *In case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per the format as Appendix-IV. The Lead Member should submit a power of Attorney as per the format in Appendix-III, authorising the signatory of the Application. Members of the Consortium need not submit Power of Attorney as per the format at Appendix-III, authorising the signatory of the Application.*

2.1.10. The Bidding documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.12 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

2.1.11. This RFP is not transferable.

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

2.1.13. Where the Bidder is a single entity, it shall be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act 2013 (the "**SPV**"), to execute the Concession Agreement and implement the Project. The Single entity / Concessionaire shall hold 100% of the subscribed and fully paid-up share capital in the SPV till completion of MDO and there after shall hold not less than 51% of the subscribed and fully paid up share capital in the SPV till 5th Anniversary of completion of MDO.

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

(a) Number of members in a consortium shall not exceed 3 (three);

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

(c) members of the Consortium shall nominate one member as the lead member (the "Lead Member"), who shall hold a minimum equity share holding of 26% (twenty-six per cent) of the paid up and subscribed equity in the SPV. 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, technical and O&M obligations;

(e) an individual Bidder cannot at the same time apply as a member of a Consortium in response to this RFP. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for RFP;

(f) the members of a Consortium shall form an appropriate SPV to undertake the Project, if awarded to the Consortium;

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

(i) convey the intent to form an SPV, solely for the purpose of this 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 and not to dilute such equity shareholding committed by each member till completion of MDO;

(iv) commit that each of the other members, whose experience will be evaluated for the purposes of this RFP, shall hold not less than 26% (twenty-six per cent) of the subscribed and paid up equity share capital of the SPV for a period of 5 (five) years from the date of completion of the MDO;

(v) commit that the Lead Member shall hold not less than 26% (twenty-six per cent) of the subscribed and paid up equity share capital of the SPV for a period of 5 (five) years from the date of completion of the MDO;

(vi) members of the Consortium undertake that they shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid up equity of the SPV for a period of 5 (five) years from the date of completion of the MDO;

(vii) 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 Financial Close of the Project is achieved in accordance with the Concession Agreement; and

(h) except as provided under the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

2.1.14. Any entity which has been barred by the Central/ State Government, 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.

2.1.15. A Bidder including any Consortium Member or Associate should, in the last 2 (two) years, have neither been blacklisted nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder, Consortium Member or Associate.

2.1.16. In computing the Technical Capacity and Financial Capacity of the Bidder/ Consortium Members under Clauses 2.2.2, 2.2.4 and 3.4, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder. For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the **"Associate"**). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation,

a) the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person; or

b) holding more than 50% (fifty per cent) of such person by virtue of an agreement;

c) power to govern the policy decisions of such person under statute or an agreement; or

d) to appoint or remove the majority of members of the board of directors; or

e) to cast majority of votes at a meeting of the board of directors; and

with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise. It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder or the Consortium Member shall be provided to demonstrate that a person is an Associate of the Bidder or the Consortium as the case may be.

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

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

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

(c) in responding to the RFP submissions, Bidders should demonstrate their capabilities in accordance with Section 3 below; and

(d) in case the Bidder is a Consortium, each Member should substantially satisfy the RFP requirements to the extent specified herein.

2.1.18. While Qualification is open to persons from any country, for determining the eligibility of Bidder from a country which shares a land border with India, the following shall apply:

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

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

a. An entity incorporated, established or registered in such a country, or

b. A subsidiary of an entity incorporated, established or registered in such a country or

c. An entity substantially controlled through entities incorporated, established or registered in such a country; or

d. An entity whose beneficial owner is situated in such a country; or

e. An Indian (or other) agent of such an entity; or

f. A natural person who is a citizen of such a country; or

g. A Consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

(c) Beneficial owner for the purpose of (b) above means:

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

Explanation

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

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

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

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

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

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

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

(e) The Selected Bidder/ Concessionaire shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Clause 2.1.18(b) above.

2.1.19. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 10 (ten) years or 1 (one) year, as the case may be, preceding its latest financial year. 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. Eligibility and qualification requirements of Bidder

2.2.1. For determining the eligibility of Bidder, the following shall apply:

(a) The Bidder may be a Single firm / business entity or a Consortium of firms/ business entities (the "**Consortium**") either registered in India under the provisions of the Companies Act, 1956 / 2013 or abroad as a Body Corporate under the applicable laws of its country of incorporation, coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.

(b) The Bidder may be a private entity, or any combination of them with a formal intent to enter into a Joint Bidding Agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.1.15.

(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 5% of the Bid Security, 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, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of not more than 25% (twenty five per cent) of the paid up and subscribed capital; of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is not more than 25% (Twenty five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956/2013. 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% 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, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

(iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

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

(vi) such Bidder, its Member or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

(vii) such Bidder, its Member or any 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 1 year from the date of completion of the Project.

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

(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, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the

contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

Notwithstanding anything to the contrary contained in sub-clause (c) (i) of Clause 2.2.1, a Bidder may, within 10 (ten) days after the Application Due Date remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof.

Provided further, in case the Authority seeks information / clarification from a Bidders related to occurrence / non-occurrence of Conflict of Interest and the Bidders fails to provide such information within a reasonable time, the Authority shall disqualify the Bidders. Encash its Bid Security as per provision of Clause 2.20.7 (a) and further debar it from participation in any future procurement process for a minimum period of 2 year.

2.2.2. To be eligible for this RFP a Bidder shall fulfil the following conditions of eligibility:

(A) **Technical Capacity:** For demonstrating technical capacity (the **"Technical Capacity"**), the Bidder shall, over the past 10 (ten) financial years preceding the Bid Due Date, have:

(i) paid for, or received payments for, construction of Eligible Project(s) in Category 3 and/ or Category 4; and/ or

(ii) paid for development of Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.4.1; and/ or

such that the sum total of the above, as further adjusted in accordance with clause 3.4.6, is more than Rs.400 Crore (Rupees four hundred crores only) (the **"Threshold Technical Capacity"**).

Provided further that the Bidder shall have developed and completed, over the past 10 (ten) financial years preceding the Bid Due Date, at least **one (1) Eligible Project (the "Eligible Projects") shall be of at least Rs. 200 Crores capital cost** undertaken in one Single project in the **sports and/ or commercial infrastructure sectors** (strictly non residential).

For the avoidance of doubt, this requirement may be satisfied by a project for which the Bidder is otherwise claiming Eligible Experience for Technical Capacity under this RFP.

(B) **Financial Capacity**: The Bidder shall have the following Financial Capacity (the **"Financial Capacity")**:

a. a Minimum Average Annual Turnover of **Rs. 300 crores** (Rupees Three Hundred Crores only) during the last 5 (five) completed financial years prior to the Bid Due Date and;
b. a minimum Net Worth of Rs.100 Crores (Rupees One Hundred Crores only) at the close of the preceding financial year.

Provided, in the case of a consortium, the minimum average annual turnover shall be satisfied collectively by the Member Firms in the Consortium and each Member Firm in the consortium shall have a positive Net Worth as on 31st March of each of the 3 (three) completed financial years immediately preceding the Bid Due Date.

In case of a Consortium, the Member firm whose credentials have been evaluated for the Technical and/ or Financial Capacity shall hold an equity share of at least 26% (twenty six per cent) each in the SPV; provided that each such Member shall, for a period of 5 (five) years from the date of completion of the MDO, shall continue to hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity of the SPV.

2.2.3. **Change in Ownership**

By submitting the Bid, the Bidder acknowledges and agrees that it has been short-listed on the basis of its own Technical Capacity and/or Financial Capacity, or that of its Consortium Members (in case the Bidder is a Consortium). Accordingly, the Selected Bidder (whether a sole entity or a Consortium) shall, at the time of execution of the Concession Agreement, hold (either singly or collectively, as applicable) 100% (hundred percent) of the issued and paid-up equity share capital of the Special Purpose Vehicle (SPV), as set forth in this RFP and the Concession Agreement. Subsequent to the execution of the Concession Agreement, dilution of the SPV's equity is not permitted till completion of MDO and further it is permitted, subject to the fulfilment of the following conditions:

(A) Each Consortium Member, whose Technical or Financial Capacity has been considered for qualification purposes, shall individually hold not less than 26% (twenty-six percent) of the issued and paid-up equity share capital of the SPV for a continuous period of at least 5 (five) years from the completion of the MDO.

(B) The Lead Member of the Consortium shall, for a continuous period of at least five (5) years from the completion of the MDO, maintain not less than 26% (twenty-six percent) of the issued and paid-up equity share capital of the SPV, and the Consortium Members together shall at all times during such period collectively hold not less than 51% (fifty-one percent) of the issued and paid-up equity share capital of the SPV.

(C) In case of a sole Bidder (not being a Consortium), such Bidder shall hold not less than 51% (fifty-one percent) of the issued and paid-up equity share capital of the SPV for a continuous period of at least 5 (five) years from the completion of the MDO.

The Bidder further acknowledges and agrees that the foregoing shareholding obligations are minimum requirements and shall be in addition to such other obligations as may be set out in the Concession Agreement. Any breach of these requirements shall, notwithstanding anything to the contrary contained in the Concession Agreement, constitute a breach thereof and be dealt with accordingly.

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

(i) Certificate(s) from its client / statutory auditors stating the payments made/ received or works commissioned, as the case may be, during the past 10 years in respect of the projects specified in paragraph 2.2.2 (A) above. 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 its client / statutory auditor; 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 also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.4 (ii). For the purposes of this RFP, net worth (the **"Net Worth"**) shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated loses, deferred expenditure, earmarked reserves and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

2.3. Proprietary data

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid, or any information provided along therewith.

2.4. Cost of Bidding

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

2.5. Site visit and verification of information

2.5.1. Bidders are encouraged to submit their respective Bids after visiting the Project Site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water & other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to visit the site and familiarise themselves with the Project within the stipulated time of submission of the Bid. No extension of time is likely to be considered for submission of Bids.

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) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;

(d) satisfied itself about all matters, things and information including matters referred to in 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 in 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; and

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

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, including any error or mistake therein or in any information or data given by the Authority.

2.6. Verification and Disqualification

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

2.6.2. The Authority reserves the right to reject any Bid 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 and each Member of the Consortium may be disqualified/ rejected. If such disqualification/rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified / rejected, then the Authority reserves the right to annul the Bidding Process and invites fresh Bids.

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

B. DOCUMENTS

2.7. Contents of the RFP

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

Volume I: Invitation to Bidders
Section 1. Introduction
Section 2. Instructions to Bidders
Section 3. Evaluation of Bids
Section 4. Fraud and Corrupt Practices
Section 5. Pre-Bid Conference
Section 6. Project brief
Section 7. Miscellaneous
Appendices
I Letter comprising the Technical Bid including Annexure I to VI
II. Bid Security
III. Power of Attorney for signing of Bid
IV. Power of Attorney for Lead Member of Consortium
V. Joint Bidding Agreement for Consortium
VI. Format for Letter of Award

Volume II: Draft Concession Agreement

Volume III: Draft Lease Deed

2.7.2. Any addendum or corrigendum provided by the Authority as part of the Bidding Process shall be deemed to be part of this RFP.

2.8. Clarifications

2.8.1. Bidders requiring any clarification on the RFP may notify the Authority in writing or by e-mail in accordance with Clause 2.11.4. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, prior to the Bid Due Date. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries in the website. Clarifications issued by the Authority shall be valid only if issued by the Managing Director, Tamilnadu Industrial Development Corporation Limited or any other officer authorized by him.

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 2.8 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 Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9. Amendment of RFP

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

2.9.2. Any Addendum issued hereunder will be in writing and shall be uploaded in the tender portal only.

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

C. PREPARATION AND SUBMISSION OF BIDS

2.10. Format and Signing of Bid

2.10.1. The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received online in the required formats and complete in all respects and Bid Security, Power of Attorney for signing of Bid, Power of attorney for lead member of Consortium, if any, and Joint Bidding Agreement etc. as specified in Clause 2.11.2 of the RFP, shall be submitted physically in original by the Lowest Bidder (including all of its Consortium members) before issuance of Letter of Award (LOA) by the Authority. Lowest Bidder (including all of its Consortium Members) failing to submit the original documents required as per above shall be unconditionally debarred from any procurement process for a period of 2 years.

2.10.2. The Bid shall be typed and signed in indelible blue ink by the authorised signatory of the Bidder who shall also initial each page. 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. Documents comprising Technical and Financial Bid

2.11.1. The Bidder shall submit the Technical Bid & Financial Bid online through e-procurement portal **https://tntenders.gov.in/**comprising of the following documents along with supporting documents as appropriate:

Technical Bid

(a) Appendix-I (Letter comprising the Technical Bid) including Annexure I to V and supporting certificates / documents.
(b) Power of Attorney for signing the Bid as per the format at Appendix-III;

(c) if applicable, Power of Attorney for Lead Member of Consortium as per the format at Appendix-IV;
(d) if applicable, Joint Bidding Agreement for Consortium as per the format at Appendix-V
(e) copy of Memorandum and Articles of Association of Bidder(s);
(f) Copies of Bidder's duly audited balance sheet and profit and loss statement for preceding 5 years.
(g) Bid Security of Rs. 5 Crores (Rupees Five Crores) in accordance with the provisions of this RFP. The Bidder has to provide the Bid Security through e–Bank Guarantee vide online in e-procurement portal (https://tntenders.gov.in)
(h) An undertaking from the person having POA referred to in Sub. Clause-(b) above that they agree and abide by the RFP uploaded by the Authority and amendments uploaded, if any.

Financial Bid

(i) As per format provided in the e-tendering portal as per Appendix VI

2.11.2. The Technical Bid should not contain any information pertaining to the Financial Bid, otherwise the Bid is liable to be rejected as per Clause 3.2.1.

2.11.3. The bids shall be submitted by online only.

2.11.4. Any queries shall be addressed to the following authority through email at senthilkumar@tidco.com & pmutidco@tidco.com

The Managing Director
Tamilnadu Industrial Development Corporation Limited (TIDCO)
Third Floor, 19-A, Rukmini Lakshmipathy Road,
Egmore, Chennai-600 008, Tamil Nadu, India

2.12. Bid Due Date

2.12.1. Technical Bid including the documents listed at clause 2.11.1 of the RFP shall be submitted online through e-procurement portal **https://tntenders.gov.in** on or before 15:00 hrs IST on 10-Apr-2026

2.12.2. The Authority may in its sole discretion extend the Bid Due Date by issuing an addendum in accordance with Clause 2.9 of the RFP

2.13. Late Bids

E-procurement portal **https://tntenders.gov.in//** shall not allow submission of any Bid after the prescribed date and time at Clause 2.12.

2.14. Procedure for e-tendering

2.14.1. Accessing of RFP

2.14.1.1. It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of Authorized Signatory / Firm or Organization / Owner of the Firm or organisation) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link www.cca.gov.in) to participate in e-tendering of the Authority.
DSC should be in the name of the authorized signatory as authorized in Appendix III of this RFP. It should be in corporate capacity (that is in Bidder capacity / in case of Consortium in the Lead Member capacity, as applicable). In case the Bidder is an individual, it is allowed to use DSC in their personal capacity. The Bidder shall submit document in support of the class III DSC.
The Authorized Signatory holding Power of Attorney shall only be the Digital Signatory. In case Authorized Signatory holding Power of Attorney and Digital Signatory are not the same, the Bid shall be considered non –responsive.

2.14.1.2. To participate in the bidding, it is mandatory for the Bidders to get themselves/ their firm / Consortium registered with e-procurement portal of the Authority https://tntenders.gov.in/ to have user ID & password which has to be obtained free of cost. Following may kindly be noted:

a. Registration with e-procurement portal of the Authority should be valid at least up to the date of submission of Bid.
b. Bids can be submitted only during the validity of registration

2.14.1.3. If the firm / Consortium is already registered with e-tendering service provider of the Authority, and validity of registration is not expired the firm / Consortium does not require a fresh registration.

2.14.1.4. The complete Bid document can be viewed / downloaded by the Bidder from e-procurement portal of the Authority **https://tntenders.gov.in** from 27th February 2026.

2.14.1.5. Intentionally Left Blank

2.14.2. Preparation & Submission of Bids:

2.14.2.1. The Bidder may submit his Bid online following the instruction appearing on the screen.

2.14.2.2. The documents listed at clause 2.11.1 shall be prepared and scanned in different files (in PDF or JPEG format such that file size is not more than 20 MB) and uploaded during the on-line submission of Bid.

2.14.2.3. Bid must be submitted online only through e-procurement portal of the Authority **https://tntenders.gov.in/** using the digital signature of authorised representative of the Bidder on or before 10th April 2026 (upto 15:00 hours IST).

2.14.3. **Modifications/ Substitution of Bids**

2.14.3.1. The Bidder may modify or substitute its e-Bid after submission prior to the Bid Due Date. No Bid can be modified or substituted by the Bidder on or after the Bid Due Date & Time.

2.14.3.2. For modification of e-Bid, the Bidder has to detach its old Bid from e-procurement portal and upload / resubmit digitally signed modified Bid

2.15. Online Opening of Bids

2.15.1. Opening of Bids will be done through online process.

2.15.2. The Authority shall open the Technical Bids (Online) on 10th April 2026 at 17:00 hours IST, in the presence of the authorized representatives of the Bidders, who choose to attend. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions of Section 3 of RFP.

2.16. Rejection of Bids

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

2.16.2. 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.

2.17. Validity of Bids

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

2.18. 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.

2.19. Correspondence with the Bidder

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

D. BID SECURITY

2.20. Bid Security

2.20.1. The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.6 and 2.1.7 hereinabove in the form of e – Bank Guarantee issued by Nationalized bank, or a Scheduled Bank in India having a net worth of at least Rs.1,000 crore (Rupees One thousand crore), in favour of the Authority in the format at Appendix-II (the "Bank Guarantee") and having a validity period of not less than 180 (one hundred and eighty) days from the Bid Due Date and a claim period of 30 (thirty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time.

2.20.2. The bidder can generate the e-BG challan through tntenders portal in the following 12 banks e-BG's in e-procurement portal (https://tntenders.gov.in).

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

2.20.3. The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

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

2.20.5. Save and except as provided in Clauses 1.3.4 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 90 (ninety) days from the Bid Due Date.

2.20.6. 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. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Concession Agreement.

2.20.7. The Authority shall be entitled to seek Damages in any of the events specified in Clause 2.20.8 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.20.8. Authority shall forfeit the Bid Security, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or under the Concession Agreement, or otherwise, under the following conditions:

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

(b) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;

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

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

(d) The selected bidder having signed the Concession Agreement commits any breach prior to furnishing of the performance security

SECTION 3. EVALUATION OF BIDS

3.1. Opening and Evaluation of Technical Bids

3.1.1. The Authority shall open the Technical Bids received online at 17:00 hours IST on 10th April 2026, at the place specified in Clause 2.11.4 and in the presence of the Bidders who choose to attend.

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

3.1.3. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.2. Tests of responsiveness

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

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

(b) Technical Bid is accompanied by the Bid Security as specified in Clause 2.1.6 and 2.1.7;

(c) Technical Bid is accompanied by the Power of Attorney as specified in Clauses 2.1.8;

(d) Technical Bid is accompanied by Power of Attorney for Lead Member of Consortium and the Joint Bidding Agreement as specified in Clause 2.1.9, if so required;

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

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

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

(h) It does not contain any information that is likely to disclose the Bidders Financial Bid.

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

3.3. Evaluation parameters

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

3.3.2. The Bidder's competence and capability will be established by the following parameters:
(a) Technical Capacity; and
(b) Financial Capacity

3.4. Eligible Experience for purposes of evaluation

3.4.1. Subject to the provisions of Clause 2.2, the following categories of experience would qualify and eligible experience for Technical Capacity (the **"Eligible Experience"**) in relation to the Eligible Projects:

Category 1: Project experience on Eligible Projects in sports infrastructure sector that qualify under Clause 3.4.3

Category 2: Project experience on Eligible Projects in commercial infrastructure sector that qualify under Clause 3.4.3

Category 3: Construction experience on Eligible Projects in sports infrastructure sector that qualify under Clause 3.4.4

Category 4: Construction experience on Eligible Projects in commercial infrastructure sector that qualify under Clause 3.4.4

For the purpose of this RFP:
(a) Sports infrastructure sector would be deemed to include:

- Indoor and outdoor stadiums (cricket, football, athletics, multi-sport)
- Sports complexes (integrated sports facilities with multiple sporting venues)
- Sports clubs with multiple sports facilities
- Indoor sports arenas
- Aquatic centres and swimming complexes
- Training centres and sports academies

(b) Commercial infrastructure sector (non-residential) would be deemed to include:

- Convention centres and exhibition centres
- Hotels and hospitality projects
- Commercial complexes and office buildings
- Retail malls and shopping centers
- Commercial offices and IT parks
- Entertainment and amusement parks
- Airports and railway stations
- Industrial parks, logistics parks, and warehouses
- Mixed-use developments combining commercial, retail, and hospitality

3.4.2. Eligible Experience in respect of each category shall be measured only for Eligible Projects.

3.4.3. For a project to qualify as an Eligible Project under Categories 1 and 2:

(a) the capital cost of the project should be more than Rs. 200 (Two hundred) Crores (excluding the cost of land);

(b) the entity claiming experience should have held, in the company owing the Eligible Project, a minimum of 26% (twenty-six per cent) equity during the relevant period for which Eligible Experience is being claimed;

3.4.4. For a project to qualify as an Eligible Project under Categories 3 and 4, the Bidder should have paid for execution of its construction works or received payments from its client(s) for construction works executed, fully or partially (at least received 90% payments), during the 10 (ten) financial years immediately preceding the Bid Due Date, and only the payments (gross) actually made or received, as the case may be, during such 10 (ten) financial years shall qualify for purposes of computing the Experience Score. However, payments/receipts of less than Rs. 200 crores (Rupees two hundred Crores only) from single project shall not be reckoned as payments/receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. Further, the cost of land shall not be included hereunder.

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

3.4.6. Bidder's experience shall be measured and stated in terms of a score (the **"Experience Score"**). The Experience Score for an Eligible Project in a given category would be the eligible payments and/or receipts specified in Clause 2.2.2 (A) and Clause 3.4, divided by one crore and then multiplied by the applicable factor in Table 3.4.6 below. In case the Bidder has experience across different categories, the score for each category would be computed as above and then aggregated to arrive at its Experience Score.

Table 3.4.6: Factors for Experience across categories

	Factor
Category 1	1.50
Category 2	1.25
Category 3	1.00
Category 4	0.75

3.4.7. The Experience Score determined in accordance with Clause 3.4.6 in respect of an Eligible Project situated in a developed country which is a member of OECD shall be further multiplied by a factor of 0.5 (zero point five) and the product thereof shall be the Experience Score for such Eligible Project.

3.4.8. 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.

Illustration:

For illustration and avoidance of any doubts, the following method is placed in clarification: If Company A (Net-Worth: Rs 500 crores, Turnover: Rs. 1000 Cr) & Company B (Net-Worth: Rs 250 crores, Turnover: Rs. 750 Cr) in a Consortium with shareholding of A as 60% and B as 40% then the Weighted Financial Score of the Consortium shall be:

For Weighted Financial Score
500 X 60% + 250 X 40% = 400 Crores

For Weighted Turnover Score
1000 X 60% + 750 X 40% = 900 Crores

For Weighted Experience Score
If Company A has been assessed to have an Experience Score of 500 and Company B has been assessed to have an Experience Score of 250, in a Consortium with shareholding of A as 60% and B as 40%, then the Weighted Experience Score of the Consortium shall be
500 X 60% + 250 X 40% = 400 Crores

3.5. Details of Experience

3.5.1. The Bidder should furnish the details of Eligible Experience for the last 10 (ten) financial years immediately preceding the Bid Due Date.

3.5.2. The Bidders must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-I.

3.5.3. The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-IV of Appendix-I.

3.6. Financial information for purposes of evaluation

3.6.1. The Bids must be accompanied by the Audited Financial Statements/Annual Reports of the Bidder (of each Member in case of a Consortium) for the last 5 (five) financial years, preceding the year in which the Bid is made.

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 Financial Statements/ Annual Reports for 5 years preceding the year for which the Audited Annual Report is not being provided.

3.6.3. The Bidder must establish the Financial Capacity specified in Clause 2.2.2 (B), and provide details as per format at Annex-III of Appendix-I.

3.6.4. In case of foreign companies, a certificate from a qualified external auditor who audits the book of accounts of the Bidder or the Consortium Member in the formats provided in the country where the project has been executed shall be accepted, provided it contains all the information as required in the prescribed format of the RFP.

3.6.5. 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 may reject / correct such claim for the purpose of qualification requirements.

3.6.6. The Authority will evaluate the Technical Bids for their compliance to the eligibility and qualification requirements pursuant to clause 2.2.1 & 2.2.2 of this RFP.

3.6.7. After evaluation of Technical Bids, the Authority will publish a list of responsive, qualified and Eligible Bidders whose financial bids shall be opened. The Authority shall notify other bidders that they have not been responsive, qualified and Eligible Bidders. The Authority will not entertain any query or clarification from Bidders who fail to be responsive, qualify and eligible.

3.7. Opening and Evaluation of Financial Bids

The Authority shall inform the venue and time of online opening of the Financial Bids `to the responsive, qualified and Eligible Bidders through e-procurement portal **https://tntenders.gov.in**. The Authority shall online open the Financial Bids on date and time to be informed in this clause in the presence of the authorised representatives of the Bidders who may choose to attend. The Authority shall publicly announce the Bid quoted by the responsive, qualified and Eligible Bidders. The Authority shall prepare a record of opening of Financial Bids.

3.8. Selection of Bidder

3.8.1. Subject to the provisions of Clause 2.16.1, the Bidder whose Bid is adjudged as responsive, qualified and Eligible in terms of this Article 3 and who quotes the lowest Bid Value shall be declared as the Selected Bidder (the "**Selected Bidder**").
The remaining Bidders shall be kept in reserve and may, be invited to match the Bid submitted by the Lowest Bidder in case such Lowest Bidder withdraws or is not selected for any reason.

3.8.2. In the event that two or more Bidders quote the same Bid Value (the "**Tie Bids**"), the Authority shall request the Bidders quoting the same Bid Value to re-submit the Financial Bids on the date as stipulated by Authority. The revised financial bids shall

not be financially less beneficial to the Authority than earlier bids. On the said date, the Authority shall again open the revised Financial Bid and identify the Selected Bidder on the basis of new Financial Bids. The opening of new Financial Bids shall be conducted, with prior notice, in the presence of the Bidders, quoting the same Bid Value, who choose to attend. In case of a tie again in 2nd round of financial bidding, the Bidders quoting the same Bid Value shall re-submit the Financial Bids. A negotiation with the Lowest Bidder could be held by Authority which shall not be necessarily for negotiations on quoted Bid.

3.8.3. In the event that the Lowest Bidder is not selected for any reason, the Authority shall, at its discretion, invite the Eligible Bidder/s kept in reserve, starting from second Lowest Bidder to match the Bid submitted by the Lowest Bidder or annul the Bidding Process and invite fresh Bids. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all responsive, qualified and Eligible Bidders to submit fresh Bids hereunder.

3.8.4. 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 is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate Damages on account of failure of the Selected Bidder to acknowledge the LOA.

3.8.5. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Bidder to execute the Agreement within the period prescribed in Clause 1.3. upon the completion of the following:

(A) within 45 (forty-five) days of the issue of this "Letter of Award":

(i) Provide Performance Security in the form of bank guarantees amounting to a total of Rs.20 Crores (Rupees Twenty Crores Only) as detailed in the Concession Agreement. The Electronic Bank Guarantees shall be in the form of an unconditional and irrevocable Bank Guarantee in local currency issued by a scheduled bank and payable at Chennai. The Performance Security shall be in favour of "Tamilnadu Industrial Development Corporation Limited". The format for the Bank Guarantee shall be as per Schedule F of the Draft Concession Agreement).

(ii) Provide the Certificate of Incorporation of the Special Purpose Vehicle (SPV) formed for the purpose of entering into the Concession Agreement with the Authority along with Memorandum and Articles of Association of the SPV.

(B) Within a period of 60 days from issue of LOA: Sign the Concession Agreement with the Authority in accordance with the terms and conditions set out in the Bidding Documents.

The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement. The Selected Bidder (including all of its Consortium Members) failing to execute the Concession Agreement required as per above shall be unconditionally debarred from any procurement process for a period of 2 years.

3.8.6. The stamp duty and registration charges towards signing of the Concession Agreement and the Lease Deed shall be borne entirely by the Selected Bidder / Concessionaire.

3.9. Contacts during Bid Evaluation

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

3.10. Correspondence with Bidder

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

3.11 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.

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

SECTION 4. FRAUD AND CORRUPT PRACTICES

4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the 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 the 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 Agreement, or otherwise.

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, or otherwise if a Bidder, 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 during the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

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

1. "**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 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 the Clause 2.2.1(d) 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 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;

2. "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts;

3. "**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;

4. "**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

5. "**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.

SECTION 5. PRE-BID CONFERENCE

5.1 Pre-Bid conference of the Bidders shall be convened at the designated date, time and place as per Clause 2.11.4. Representatives of prospective Bidders shall be allowed to participate on production of authority letter from the Bidder.

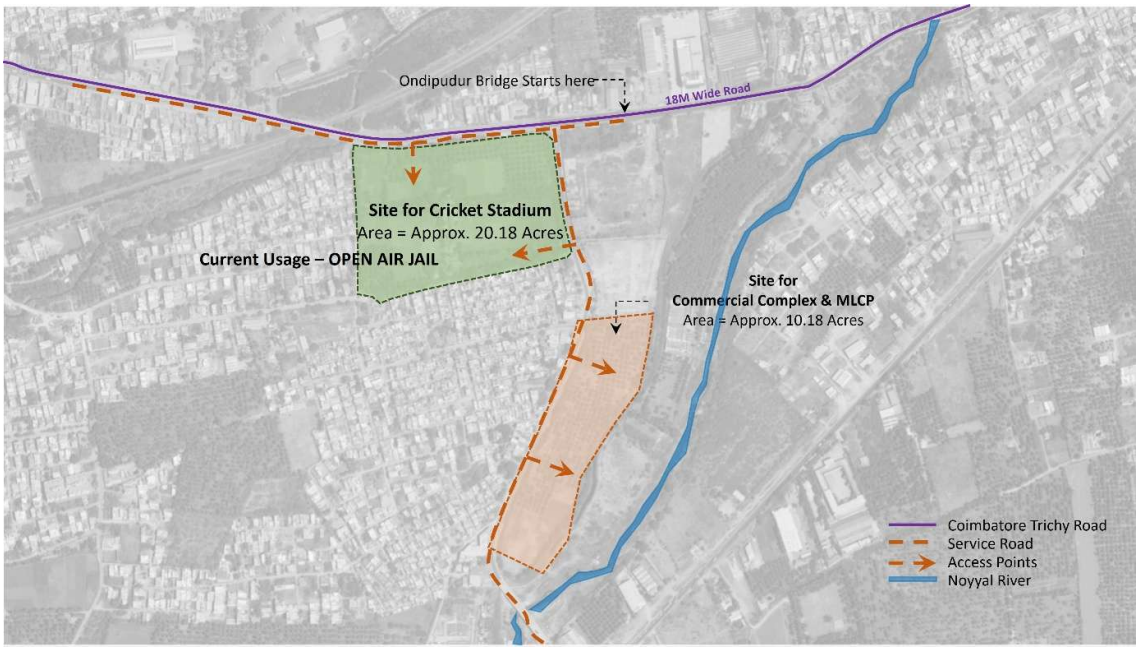
5.2 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

5.3 Option for participating in the pre bid meeting via Video Conferencing shall be made available to the bidders. The link for the same shall be made available on specific request made by the bidders.

SECTION 6. PROJECT BRIEF

6.1 SITE BRIEF:

Proposed Project comprises of two land parcels measuring 20.18 acre for stadium and 10.18 acre for commercial complex developments.



1. **Stadium Site - 11°00'04.8"N 77°03'24.6"E**
2. **Commercial Complex Site - 10°59'51.5"N 77°03'32.0"E**

6.2 INFRASTRUCTURE REQUIREMENTS:

6.3 SITE DEVELOPMENT WORKS

Based on topographical survey, the project site is low-lying from the existing ground level. Hence, necessary cutting & filling / land development plan to be considered.

Both the sites are adjacent to Noyal River & Common Drain, adequate precaution with MFL, WRD, Local by law recommendations / directions to be included.

The project site is adjacent to two Airports i.e., Coimbatore International Airport (6 KMs from the site) & Indian Air Force Sulur Air base (9 KMs from the site). Necessary height restrictions if any shall be considered.

Stadium site is surrounded with residential development. Hence, the Environmental Impact Assessment and Social Impact Assessment shall be included.

6.4 ARCHITECTURAL DESIGN REQUIREMENTS:

Proposed internation cricket stadium shall be a state of art development with a configuration of North Pavillion, South Pavillion, East Stand & West Stand. Total seating capacity to be planned in the stadium shall be minimum 25,000 seats for spectators, 25 corporate boxes and lounges.

a) All Design & Engineering shall be done as per latest National & International Design Codes / Latest version of NBC / Latest version of Combined Development Rules issued by Tamil Nadu Government, Green Guide latest edition, Guide for Safety Guidelines for Stadiums. whichever is advanced.

b) Field of Play

Proposed field of play shall be designed to maximum size as per ICC & BCCI standards with below specifications.

- Bermuda grass topping with suitable base
- Main Pitches - 7 Nos (Minimum)
- Drainage State of sub air vacuum powered drainage & aeration system
- Irrigation system for turfs
- Air water separator
- Peripheral drains
- Practice Pitches: Indoor / Outdoor practice pitches has to be considered with all necessary standards as per ICC / BCCI requirements.

c) Media Pavillion shall include but not limited to Media broadcast area, Broadcast Compound, Lounge, Press Conference, Players waiting area, Media Lobby and Lounge, Kitchen & Storage and other basic & fundamental requirements as required by ICC & BCCI.

d) Players Pavillion shall include but not limited to Players & PMO lobby, 2 x pavilion for players with lounge, locker room, physio room, kit room, coach room, external player dugouts, First aid & doping room, Umpires room, Third Umpire Room, Gym, 2xScorer Room, 2x Referee Room, PMAO Office, VIP lobby, Media lobby & lounge, Control Room, trophy room, Office space for BCCI / State Cricket Association, camera platform, etc., as required by ICC & BCCI.

e) Spectator Stands shall include but not limited to accommodate easy flow of spectators during event days. Each concourse areas shall have adequate vomitories, staircases concession stands, parenting rooms, toilets, etc., Entry from concourse to the respective seats shall be through vomitory openings.

f) Other Infrastructure

- Shall include a minimum of 25 Corporate Boxes, Camera Platforms, minimum 4 Commentator's Rooms with lobby & lounge, TV Studio with complete view of FoP, etc.,
- Spare Room for event management agency, Lifts, First Aid Rooms, Nursing Room, Pantry and Toilets as required shall be included.

g) Club House:

Club House: Proposed club shall accommodate Health Club, Fitness Centre, Indoor Games, Board Games & Change Room, Restaurant, Banquet Hall, etc., The club shall also include a 25 x 15m swimming pool.

h) Road & Parking Network:

Stadium shall be designed to have adequate space for spectator movement, fire tender movement, parking as per Latest version of NBC / Latest version of Combined Development Rules issued by Tamil Nadu Government for the given number of spectators. Dedicated parking for player bus (minimum 4 nos.) reserved parking for police, fire brigade and ambulance, VIP / Club Entry-Exit gates, Dedicated VIP / Club Entry-Exit parking area, Raid-Hailing services Areas, etc.,

All roads and parking area shall be Flexible / Rigid Pavement including all necessary accessories such as kerb stones, road markings, zebra crossings, signages, boom barriers, etc.,

i) Entrance Arch for the stadium shall have an artistic Entrance Arch showcasing Government of Tamil Nadu and Development Agency.

j) Signages in the facility including that of Grand Signage and other signages shall be English & Tamil. All internal room signages shall include braille.

6.5 SPORTS LIGHTING:

The Lighting Design for the Cricket Stadium shall be provided as per the illumination parameters followed for International HDTV Broadcast by BCCI. Illumination design for other areas such as spectator stands, service areas, common areas etc are to be worked out separately as per the relevant BIS recommendations for those areas.

6.6 MEP REQUIREMENTS:

a) All Design & Engineering shall be done as per latest National & International Design Codes / Latest version of NBC / Latest version of Combined Development Rules issued by Tamil Nadu Government, whichever is advanced.

b) All MEP services shall include Electrical, HVAC, Fire Protection System, Digital Pubic Addressing and Background Music System, Access Control, CCTV, IPABEX, Building Management System, Plumbing Health Engineering, Fire Fighting, Extra Low Voltage, Solar Photo Voltic, Lifts, as per Standards.

6.7 SIGHT SCREEN:

Project Design shall include Sight Screen as per ICC / BCCI Standards: Qty 2 Nos.

- GI Panels Cricket Sight Screen(Movable) of size: 40' Length X 20' High (From Ground Level)
- Panels : Sight Screen Panels are made of unbreakable GI Sheets .
- GI Sheet Thickness : 1mm
- Panels Would be Perforated to enable the air to pass through the Sight Screen.
- White & Black Colour Vinyl would be pasted on each side of the panels.
- The vinyl panels would provide long lasting , maintenance free & smooth finish.
- Base : Heavy Duty GI Pipe Structure .
- Base size : 10ft x 40ft GI Pipe structure of 75 mm Dia & 4 mm Thickness.

- Colour : One side black colour & other side white colour
- Paint :Apart from panels rest of the sight screen would be painted by automotive paint .
- Movable : 12 Spl. Turf Wheels Allowing Easy Movement

6.8 DIGITAL SCORE BOARD:

Project Design shall include digital score board: Qty : 2 Nos.

- Providing & Fixing Pixel 40000 of size 5.76x11.52
- Voltage-220 Volt AC 50Hz
- Box-Al / Mg alloy die cast cabinet
- LED Colour-Full-colour video
- Processor per screen
- Optic fibre and LAN to optic convertors (120 meter)
- MS Vertical poles for holding the structure

6.9 OTHER INFRASTRUCTURE WORKS:

Following Infrastructure works shall be accounted in the project design.

- Storm water drains along stadium
- Retaining wall along the plot boundary to hold filling
- Compound Wall over retaining wall in stadium area
- Entrance Portal & Ticketing Counter & Guard Rooms
- Guard Rooms
- Sub Stations
- Panel Room
- UG Sumps
- Landscaping, Hardscaping & Irrigation System

SECTION 7. MISCELLANEOUS

7.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chennai, Tamil Nadu, India shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

7.2 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 within stipulated timeline or further information;

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

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

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

APPENDIX - I: LETTER COMPRISING THE TECHNICAL BID

(Refer Clause 2.1.5, 2.11 and 3.2)

The Managing Director
Tamilnadu Industrial Development Corporation Limited (TIDCO)
19-A, Rukmini Lakshmipathy Road,
Egmore, Chennai-600 008,
Tamil Nadu, India.
Dated:…….

Sub: Bid for Development of Coimbatore International Cricket Stadium and Commercial Complex located at Coimbatore on Design, Build, Finance, Operate and Transfer (DBFOT) basis

Dear Sir,

1. With reference to your RFP dated …….., I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.
2. We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Concessionaire for the aforesaid project, and we certify that all information provided in the Bid and in Annexures I to V is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as a Concessionaire for the development, construction, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. We declare that:
    (a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority.
    (b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFP; and
    (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

(d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16.2 of the RFP.
8. I/ We believe that we/ our Consortium satisfy (ies) the Financial Capacity and meet(s) all the requirements as specified in the RFP.
9. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for this Project.
10. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
12. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.
13. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
14. I/ We undertake that the Statement of Legal Capacity as per format provided at Annex-V in Appendix-I of the RFP, and duly signed, is enclosed. The Power of Attorney for Signing of Bid and the Power of Attorney for Lead Member of Consortium, as per format provided at Appendix III and IV respectively of the RFP, are also enclosed.
15. I/We acknowledge and undertake that our Consortium is qualified, eligible on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, for the period of 5 (five) years from the date of completion of the project, hold equity share capital not less than 26% (twenty six percent) of the subscribed and paid up equity of the Concessionaire. 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 shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Bid or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

17. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
18. We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/ 2013, or shall incorporate as such prior to execution of the Concession Agreement.
19. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
20. I/We have studied all the Bidding Documents carefully and also surveyed the project. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession to undertake the Project.
21. The Bid Security has been submitted in accordance with the RFP.
22. The documents accompanying the Technical Bid, as specified in Clause 2.11 of the RFP, have been submitted in a separate cover and marked as "Technical Bid".
23. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Concession to undertake the Project is not awarded to me/us or our Bid is not opened or rejected.
24. I/ We hereby submit our Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement. Our Bid consists of the following components as part of the single-parameter financial evaluation:

    (a) VGF receivable from the Authority by the Concessionaire during the Construction Period as set forth in our Bid OR

    (b) Concession Premium payable by the Concessionaire to the Authority

    We understand that our selection will be based on the Lowest Bid Value as per the terms and conditions of the RFP.
25. The Bid Value has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
26. I/ We agree and undertake to abide by all the terms and conditions of the RFP.
27. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.}
28. I/ We certify that in terms of the Bidding Documents, Net worth is Rs. …….. (Rs. In words) and Experience Score is …….. (number in words).

29. I/We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the Bidding Documents.
30. I/ We hereby submit our Bid and (seek a VGF / offer Concession Premium) as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.

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

Yours faithfully,

Date:

(Signature of the Authorised signatory)

Place:

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

Appendix - I - Annex-I: Details of Bidder

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

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

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

4. Particulars of the Authorised Signatory of the Bidder/Member:
   1. Name:
   2. Designation:
   3. Address:
   4. Phone Number:
   5. E-Mail Address:

5. In case of a Consortium:
   (a) The information above (1-4) should be provided for all the Members of the Consortium.
   (b) A copy of the Joint Bidding Agreement, as envisaged in Clause 2.1.13 (g) should be attached to the Bid.
   (c) Information regarding the role of each Member should be provided as per table below:

Sl No.	Name of Member	Role **{Refer Clause 2.1.13(d)}**	Percentage of equity in the Consortium **{Refer Clauses 2.1.13(a), (c) & (g)}**
1.			
2.			
3.			

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

(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/ constituent of the Consortium been barred[2] by the Central/ State Government, or any entity controlled by it, from participating in any project.		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual noncompliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

[2] or has been declared by the Authority as non-performer/blacklisted.

Appendix - I - Annex-II: Technical Capacity of the Bidder

(*Refer to Clauses 2.2.2(A), 3.4 and 3.5*)

Bidder type #	**Proposed Equity Shareholding in SPV (%)**	**Member Code***	**Project Code****	**Category$**	**Experience¥** (Equivalent Rs. crore)$$		**Experience Score£**
					Payments made / received for construction of Eligible Projects in Categories 3 and 4	Payments made for development of Eligible Projects in Categories 1 and 2	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Single entity bidder			**A**				
			B				
			C				
			D				
Consortium Member 1			**1a**				
			1b				
			1c				
			1d				
Consortium Member 2			**2a**				
			2b				
			2c				
			2d				

@ *Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in Clause 2.1.18 and/ or by a project company eligible under Clause 3.4.3(b). In case of Categories 1 and 2, include only those projects which have an estimated capital cost exceeding the amount specified in Clause 3.4.3(c) and for Categories 3 and 4, include only those projects where the payments made/received exceed the amount specified in Clause 3.4.4. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.1.21.*

A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Bidder may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate, in terms of Clause 2.1.18, shall be provided.

** Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member, OM means Other Member.*

***Refer Annex-IV of this Appendix-I. Add more rows if necessary.*

$ *Refer Clause 3.4.1.*

¥ In the case of Eligible Projects in Categories 1 and 2, the figures in columns 7 and 8 may be added for computing the Experience Score of the respective projects. In the case of Categories 3 and 4, construction shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. In no case shall the cost of land be included while computing the Experience Score of an Eligible Project.

$$ For conversion of US dollars into rupees, the value to be considered is 1 US Dollar is equivalent Exchange Rate as published by the RBI on the date of Invitation of RFP (NIT).

£ Divide the amount in the Experience column by one crore and then multiply the result thereof by the applicable factor set out in Table 3.4.6 and in case of a Consortium, further multiply the result thereof by the proposed equity shareholding of the applicable Member, to arrive at the Experience Score for each Eligible Project. In the case of an Eligible Project situated in an OECD country, the Experience Score so arrived at shall be further multiplied by 0.5, in accordance with the provisions of Clause 3.4.7, and the product thereof shall be the Experience Score for such Eligible Projects.

Appendix - I - Annex-III: Financial Capacity of the Bidder

(*Refer to Clauses 2.2.2(B), 2.2.4 (ii) and 3.6*)

(In Rs. crore$$)

Bidder type$	Member Code£	Proposed Equity Shareholding in SPV (%)	Annual Turn Over					Net Worth€		
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
Single entity Bidder										
Consortium Member 1										
Consortium Member 2										
Consortium Member 3										
TOTAL										

Name & address of Bidder's Bankers:

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

£For Member Code, see instruction 4 at Annex-IV of this Appendix-I.

€The Bidder should provide details of its own Financial Capability or of an Associate specified in Clause 2.1.18.

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

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:

(a) reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;

(b) be audited by a statutory auditor;

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

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

2. Annual Turnover as per Financial statements submitted.

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

4. Year 1 will be the latest completed financial year, preceding the bidding. 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 2.1.19.

5. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.1.13 (g) of the RFP document

6. The Bidder /Constituent Members shall also provide the name and address of its Bankers.

7. The Bidder shall provide a Statutory Auditor's Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.4 (ii) of the RFP.

Appendix - I - Annex-IV: Details of Eligible Projects

(*Refer to Clauses 2.2.2(A), 3.4 and 3.5*)

Project Code: **Member Code:**

Item	Refer Instruction	Particulars of the Project
(1)	(2)	(3)
Title & nature of the project		
Category	5	
Year-wise (a) payments received / made for construction for Eligible Projects under category 3&4 (b) payments made for Eligible Projects under category 1&2	6	
Entity for which the project was constructed/ developed	7	
Location		
Project cost	8	
Date of commencement of project/ contract		
Date of completion / commissioning	9	
Equity shareholding (with period during which equity was held)	10	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No)	16	

Instructions:

1. Bidders are expected to provide information in respect of each Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 3.4.3 and 3.4.4 of the RFP, as the case may be. Information provided in this section is intended to serve as a supporting information. Bidders should also refer to the Instructions below.

2. For a single entity Bidder, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.

3. A separate sheet should be filled for each Eligible Project.

4. Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member. In case the Eligible Project relates to an Associate of the Bidder or its Member, write “Associate” along with Member Code.

5. Refer to Clause 3.4.1 for category number.

6. The total payments received/ made and/or revenues appropriated for each Eligible Project are to be stated in Annex-II of this Appendix-I. The figures to be provided here should indicate the break-up for the past 10 (ten) financial years. Year 1 refers to the financial year immediately preceding the Bid Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on (Refer Clause 2.1.21). For Categories 1 and 2, expenditure on development of the project and/or revenues appropriated, as the case may be, should be provided, but only in respect of projects having an estimated capital cost exceeding the amount specified in Clause 3.4.3(c). In case of Categories 3 and 4, payments made/ received only in respect of construction should be provided, but only if the amount paid/received exceeds the minimum specified in Clause 3.4.4. Payment for construction works should only include capital expenditure and should not include expenditure on repairs and maintenance.

7. In case of projects in Categories 1and 2, particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor, counter party to PPA, etc.) may be provided. In case of projects in Categories 3 and 4, similar particulars of the client need to be provided.

8. Provide the capital cost of Eligible Project. Refer to Clauses 3.4.3 and 3.4.4

9. For Categories 1 and 2, the date of commissioning of the project, upon completion, should be indicated. In case of Categories 3 and 4, date of completion of construction should be indicated. In the case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.

10. For Categories 1 and 2, the equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 3.4.3).

11. 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.

12. Certificate from the Bidder's statutory auditor[3] or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/ Member/Associate may provide the requisite certification.

[3] In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

13. If the Bidder is claiming experience under Categories 1 & 2[4], it should provide a certificate from client or its statutory auditor in the following format:

Certificate from the Statutory Auditor regarding Category 1&2 projects[5]

Based on its books of accounts and other published information authenticated by it, this is to certify that …….. *(name of the Bidder/Member/Associate)* is/ was an equity shareholder in …….. *(title of the project company)* and holds/ held Rs. …… cr. (Rupees …….. crore) of equity (which constitutes ……..%[6] of the total paid up and subscribed equity capital) of the project company from ……... *(date)* to …….. *(date)*[7]. The project was/is likely to be commissioned on ……. *(date of commissioning of the project)*.

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

……
……

We also certify that the eligible annual revenues collected and appropriated by the aforesaid project company in terms of Clauses 3.4.1 and 3.4.3 (d) of the RFP during the past ten financial years were Rs. …… cr. as per year-wise details noted below:

……
……

Name of the audit firm:
Seal of the audit firm:

(Signature, name and designation of the authorised signatory)

Date:

[4] Refer Clause 3.4.1 of the RFP.

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

[6] Refer instruction no. 10 in this Annex-IV.

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

14. If the Bidder is claiming experience under Category 3 & 4[8], it should provide a certificate from its statutory auditors in the format below:

Certificate from the Statutory Auditor regarding construction works[9]

Based on its books of accounts and other published information authenticated by it, {this is to certify that …….. *(name of the Bidder/Member/Associate)* was engaged by …….. *(title of the project company)* to execute …… *(name of project)* for ……. *(nature of project)}*[10]. The construction of the project commenced on …….. *(date)* and the project was/ is likely to be commissioned on …… *(date, if any)*. It is certified that ……. *(name of the Bidder/ Member/ Associate)* received/paid Rs. …….. cr. (Rupees …… crore) by way of payment for the aforesaid construction works.

We further certify that the total estimated capital cost of the project is Rs. …… cr. (Rupees ……crore), of which the Bidder/Member/Associate received/paid Rs. …… cr. (Rupees …… crore), in terms of Clauses 3.4.1 and 3.4.4 of the RFP, during the past seven financial years as per year-wise details noted below:

……

……

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

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of the authorised signatory)

Date:

[8] Refer Clauses 3.4.1 and 3.4.4 of the RFP.

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

[10] In case the Bidder owned the Eligible Project and engaged a contractor for undertaking the construction works, this language may be modified to read: "this is to certify that …… (name of Bidder/ Member/ Associate) held 26% or more of the paid up and subscribed share capital in the……. (name of Project company) when it undertook construction of the ……. (name of Project) through …… (name of the contractor).

[11] This certification should only be provided in case of jobs/ contracts, which are executed as part of a partnership/ joint venture/ consortium. The payments indicated in the certificate should be restricted to the share of Applicant in such partnership/ joint venture/ consortium. This portion may be omitted if the contract did not involve a partnership/ joint venture/ consortium. In case where work is not executed by partnership/ joint venture/ consortium, this paragraph may be deleted.

15. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.1.18, the Bidder should also provide a certificate in the format below:

Certificate from Statutory Auditor/ Company Secretary regarding Associate[12]

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of …… (*name of the Associate*) is held, directly or indirectly[13], by …….. (*name of Bidder / Consortium Member*). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.1.18 of the RFP.

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

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

Name of the audit firm:
Seal of the audit firm:

(Signature, name and designation of the authorised signatory)

Date:

16. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience Score[14].

[12] In the event that the Bidder/ Consortium Member exercises control oven an Associate by operation of law, this certificate may be suitably modified, and copies of the relevant law may be enclosed and referred to.
[13] In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of "control" is not broken.
[14] Refer Clause 3.4.6 of the RFP.

Appendix - I - Annex-V: Statement of Legal Capacity

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

Ref. Date:

To,
Managing Director
Tamilnadu Industrial Development Corporation Limited (TIDCO)
19-A, Rukmini Lakshmipathy Road,
Egmore, Chennai-600 008,
Tamil Nadu, India.

Sub: Bid for Development of International Cricket Stadium and Commercial Complex in Coimbatore on Design, Build, Finance, Operate and Transfer (DBFOT) format

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

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

We have agreed that …….. (insert individual's name) will act as our representative / will act as the representative of the Consortium on its behalf* and has been duly authorized to submit the Bid. 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.*

Appendix – II: Bank Guarantee Format for Bid Security

(Refer Clauses 1.3.3)

B.G. No. Dated:

1. In consideration of you, ……..……, having its office at ……, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of …… (a company registered under the Companies Act, 1956/ 2013) and having its registered office at …… (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the …….. Project on [DBFOT] basis (hereinafter referred to as "the Project") pursuant to the RFP Document dated …… issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at …… and one of its branches at …….. (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.1.7 read with Clause 2.1.8 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. ……. (Rupees …….. only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

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

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

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty)

days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

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

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

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

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

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

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

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

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

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

Signed and Delivered by ……. Bank
By the hand of Mr./Ms ……., its …….. and authorised official.

(Signature of the Authorised Signatory)
(Official Seal)

Appendix - III: Format for Power of Attorney for signing of Bid

(Refer Clause 2.1.6)

Know all men by these presents, we, …… (name of the firm/company and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of …….. and presently residing at ……., who is presently employed with us/ the Lead Member of our Consortium and holding the position of ……, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Project - Development of Coimbatore International Cricket Stadium and Commercial Complex on Design, Build, Finance, Operate and Transfer (DBFOT) basis ("Project") proposed or being developed by the Tamilnadu Industrial Development Corporation (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

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

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

For ……..

(Signature, name, designation and address)
of person authorized by Board Resolution
(in case of Firms/Company)/Partner in case of
Partnership Firms

Witnesses:

1.

2.

Notarised
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*.

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

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

Appendix - IV: Format for Power of Attorney for Lead Member of Consortium

(Refer Clause 2.1.7)

Whereas the Tamilnadu Industrial Development Corporation Limited (the "Authority") has invited bids from interested parties for the Development of International Cricket Stadium and Commercial Complex located at Coimbatore on Design, Build, Finance, Operate and Transfer (DBFOT) basis. ("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 and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, …….. having our registered office at ……., M/s. ……., having our registered office at ……., and M/s. ……., having our registered office at ……., (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and 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 to undertake the Project, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

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

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

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

Witnesses:

1.

2.

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

Notes:

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

Appendix - V: Format for Joint Bidding Agreement for Consortium

(Refer Clause 2.1.7 & 2.1.13(g))

(To be executed on Stamp paper of appropriate value)

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

AMONGST

1. {…… Limited, 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, having its registered office at ……} and (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {…… Limited, and having its registered office at ……} (hereinafter referred to as the "**Third Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST, {SECOND and THIRD} PART are collectively referred to as the **"Parties"** and each is individually referred to as a **"Party**"

WHEREAS,

(A) The Tamilnadu Industrial Development Corporation Limited having its office at ---------- (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the **Bids**") by its Request for Proposal No. …… dated ……(the "**RFP**") for award of contract for Development of International Cricket Stadium and Commercial Complex at Coimbatore on Design, Build, Finance, Operate and Transfer (DBFOT) basis (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 bid documents in respect of the Project, and

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

NOW IT IS HEREBY AGREED as follows

1. Definitions and Interpretations
In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Bidding Documents.

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 Concession to undertake the Project, it shall incorporate a special purpose vehicle (the "**SPV**") under the Indian Companies Act 2013 for entering into a Concession Agreement with the Authority and for performing all its obligations as the 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 Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;
(b) Party of the Second Part shall be {the Technical Member/ Operation and Maintenance Member of the Consortium;}

5. Joint and Several Liability
The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Bidding Documents and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

6. Shareholding in the SPV

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

6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the fifth anniversary of the date of commercial operation of the Project, be held by the Parties of the First, {Second and Third}

Part whose experience and net worth have been reckoned for the purposes of qualification and Eligibility of Bidders for the Project in terms of the RFP.

6.3 The Parties undertake that they shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid up equity share capital of the SPV at all times until the fifth anniversary of the commercial operation date of the Project.

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

7. Representation of the Parties

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

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

i. require any consent or approval not already obtained;

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

iii. violate the memorandum and articles of association, by-laws or other applicable 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 Affiliates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Consortium is awarded Concession to undertake the

Project. However, in case the Consortium is either not qualified and Eligible for the Project or does not get selected for award of the Project, the Agreement will stand terminated.

9. Miscellaneous

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

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of
by: SECOND PART
(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of LEAD MEMBER

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

SIGNED, SEALED AND DELIVERED
For and on behalf of
THIRD PART
(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1.

2.

Notes:

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

Appendix VI: Financial Bid Format

(Available at https://tntenders.gov.in)

(To be submitted by the Bidder through Portal Only)

(Refer Clause 1.3.7)

Bidder is instructed to follow portal guidelines. The System also automatically populates the amount in words from the amount in figures. Therefore, there is no scope of discrepancy and need for arithmetic correction.

Appendix - VII: Format for Letter of Award

(To be issued by Authority to the Selected Bidder)
(Refer Clause 3.8.4)

Date: _____

To,
(The Selected Bidder)

Dear _____,

Sub: Development of Coimbatore International Cricket Stadium and Commercial complex on Design, Build, Finance, Operate and Transfer ("DBFOT") Format

Letter of Award

1. We refer to the Bid dated ---------- including the Financial Bid submitted by you in response to our Request for Proposal (RFP) dated ---------- and other documents constituting the Bidding Documents.

   The capitalized terms used herein shall have the same meaning as set forth in the draft Concession Agreement to be executed in pursuance of the RFP document and this Letter of Award.

2. We are pleased to inform you that your above-referred Bid including the Financial Bid has been accepted by the Authority and you are being issued this Letter of Award subject to the following terms and conditions:
   a. As per your Financial Bid dated ---------, the VGF/ Concession Premium shall be Rs. ------ (Rupees in words) and shall be payable/ receivable in accordance with the Bidding Documents and revisions thereof.
   b. You, as the "Selected Bidder", shall provide the following within 45 (forty-five) days of the issue of this "Letter of Award":
      i. Performance Security of Rs. 20 Crores (Rupees Twenty Crores Only) in the form of an unconditional and irrevocable Electronic Bank Guarantee in local currency issued by a scheduled bank and payable at Chennai. The Performance Security shall be in favour of "Tamilnadu Industrial Development Corporation Limited". The format for the Electronic Bank Guarantee shall be as per Schedule F of the Draft Concession Agreement).

      ii. Certificate of Incorporation of the Special Purpose Vehicle (SPV) formed for the purpose of entering into the Concession Agreement with the Authority along with Memorandum and Articles of Association of the SPV.

   c. The SPV shall sign the Concession Agreement with the Authority subsequent to the fulfilment of terms stated in Paragraph 2 (b) of the LOA and in accordance with the terms and conditions of the Bidding Documents. You shall ensure that the Agreement is signed not later than 60 (sixty) days from the issuance of this "Letter of Award". You shall incur the duties, levies and taxes applicable for the execution of the Agreement.

   d. You shall comply with all the terms and conditions of the Bidding Documents.

3. It may also be kindly noted that in the event you fail to comply with any one or more of the terms and conditions mentioned in the Bidding Documents, within the time period and in the manner prescribed therein, we, in addition to all other rights and remedies that may be available to us under the provisions of the RFP document and the applicable laws, shall be at absolute liberty and freedom to treat your Bid as rejected and deal with the captioned Project as we may deem fit in our absolute discretion.

You are requested to convey in writing, your acceptance of this Letter of Award within 7 (seven) days from the date of its issuance.

We look forward to an early compliance of the above-mentioned requirements by you.

Managing Director
Tamilnadu Industrial Development Corporation Limited