SCHEDULES

SCHEDULE A: SITE OF THE PROJECT

1. AREA STATEMENT

A. Total Area: 68,392 Sq.mt (16.90 Acre)

(i) Built-up area (All buildings footprint): 584.34 Sq.mt

(ii) Hardscape area (Pathways, plazas, parking & other hardscape areas):15,317.44 Sq.mt.

(iii) Softscape area: 52,490.22 Sq.mt.

B. Built-up Area (All buildings footprint)

(i) Interpretation centre = 363.63 Sq.mt

(ii) Electrical room = 20 Sq.mt

(iii) Toilet-1 (Near GST Entrance) = 79.10 Sq.mt

(iv) Toilet-2 (Near neighbourhood entrance) = 79.10 Sq.mt

(v) Kiosk (At tree court area) = 5.78 Sq.mt

(vi) Security cabin- 1 (GST entrance) = 14.95 Sq.mt

(vii) Security cabin- 2 (GST entrance) = 9 Sq.mt

(viii) Security cabin- 3 (Terminal entrance) =6.18 Sq.mt

(ix) Security cabin- 4 (Neighbourhood entrance) = 6.60 Sq.mt

C. Hardscape Area

(i) Pathways, Plazas & other hardscape areas = 11,633.29 Sq.mt.

(a) Parking area:

(b) Guest entrance parking area = 3,249.40 Sq.mt.

- Bus= 10 Nos

- Two wheelers = 51 Nos
- Four wheeler = 73 Nos

(c) Neighborhood entrance parking area= 434.75 Sq.mt.

- Four wheeler = 9 Nos
- Two wheeler = 32 Nos

D. Softscape Area

(i) **Total Softscape area:** 52,490.22 Sq.mt.

(ii) **Buildings & Feature walls with exterior IPS Paint finish:** 3,000 Sq.mt. (area of walls with IPS finish).

E. Roof Structures

(i) **Area**:

(a) Entrance arch 1 (GST entrance) =138 Sq.mt.

(b) Entrance arch 2 (Terminal Entrance) =84.11 Sq.mt.

(c) Entrance arch 3 (Neighbourhood entrance) =84 Sq.mt.

(d) Roof Structure-1 (Interpretation centre) = 84 Sq.mt.

(e) Roof Structure-2 (Open air theatre) = 81 Sq.mt.

(f) Roof Structure-3 (Retention Pond) = 54 Sq.mt.

(g) Roof Structure-4 (Tree court area) = 60 Sq.mt.

F. Toilet Block

(i) **Toilet-1 (Near GST Entrance: 79.10 Sq.mt.**

(a) No. of Fixtures

(b) Urinals= 3 Nos

(c) Wash Basin= 4 Nos

(d) European Water Closet = 4 Nos

(e) Indian Water Closet = 2 Nos

(ii) **Toilet**-2 (Near neighbourhood entrance): 79.10 Sq.m

(a) No. of Fixtures

(b) Urinals= 3 Nos

(c) Wash Basin= 4 Nos

(d) European Water Closet = 4 Nos

(e) Indian Water Closet = 2 Nos

G. Other Facilities

(i) Boardwalk: 202.14 Sq.mt.

(ii) Grit Flooring : 3,833 sq.mt

(iii) Paver blocks: 5,032.63 sq.mt.

(iv) Grass Pavers: 1,190.47 sq.mt.

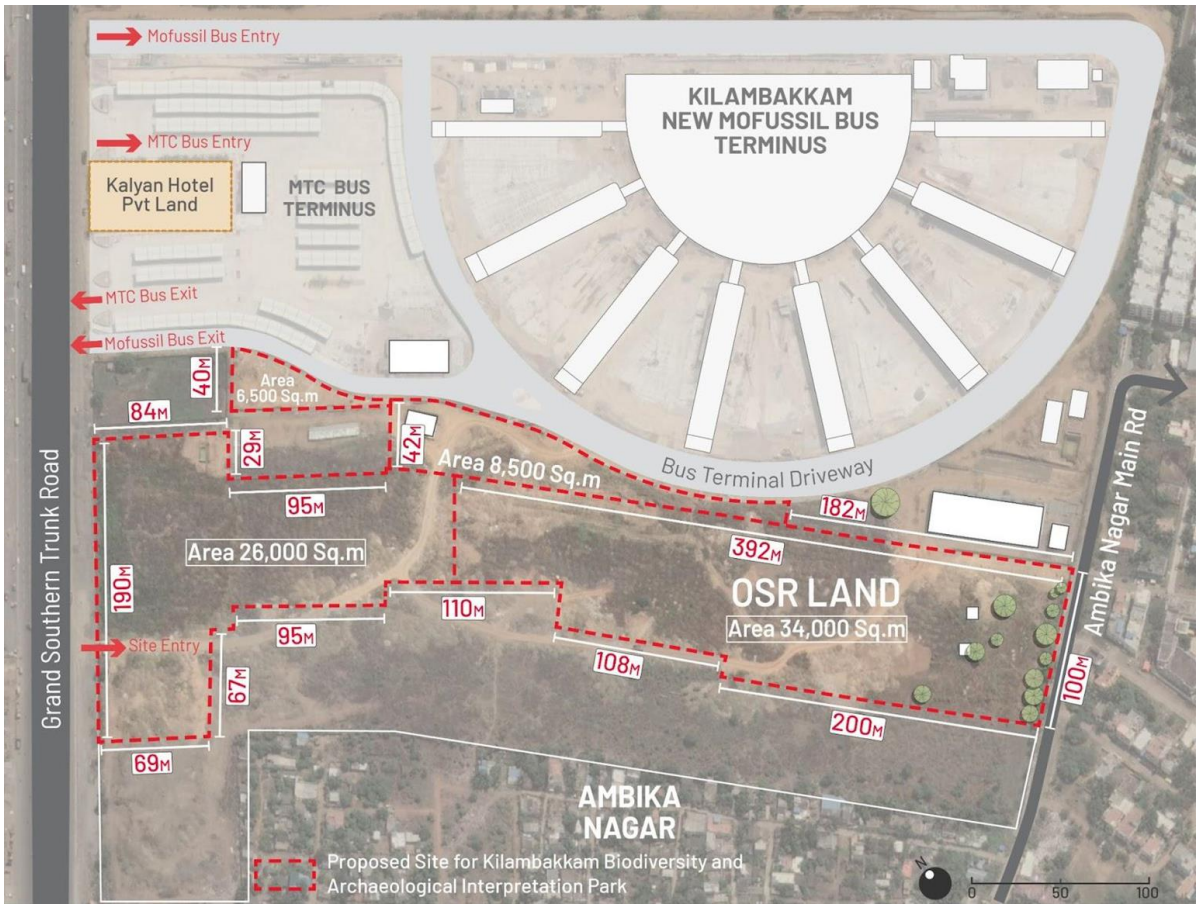
(v) Rammed Earth: 3,229.97 sq.mt.

(vi) Granite Pathway: 800 sq.mt.

(vii) Sand pit: 370.75 Sq.mt.

(viii) Moulded Concrete pathway: 821.19 Sq.mt.

2. MAP OF THE SITE



SCHEDULE B: O&M OF THE PROJECT

1. O&M of the Project

O&M of the Project shall be as described under this Schedule.

(Schedule B)

ANNEXURE 1: PROJECT OBJECTIVES AND SCOPE OF THE PROJECT

1. Project Objective

The objective is to select an eligible Bidder to provide O&M services at Climate Park at the Site. The broad overview of the same includes but is not limited to:

(a) O&M of Climate Park including lawn maintenance, landscape maintenance, ticketing management, parking management, retail space management, housekeeping, periodic maintenance and upgradation of assets, maintenance of amenities and facilities, environmental sustainability, etc.

(b) Landscape maintenance including replacing of affected plants, weeding, pruning, removal of dead plants, etc. not limited to pest control, seasonal planting, garden design, fertilizing, etc. any other required maintenance activity as deemed necessary as per Good Industry Practice for upkeep of the Project.

(c) Housekeeping and sanitation services which includes cleanliness within the Climate Park, regular waste collection and disposal, sanitizing common areas and rest rooms, upkeep of visitor amenities, etc.

(d) Safety and security measures such as safety to Users, emergency response protocols, periodic safety drills trainings, provision of safety equipment to crew, including CCTV monitoring, safety and security systems, etc.

(e) Implement eco-friendly maintenance practices such as to promote conservation and recycling initiatives, minimize water usage and energy consumption, protect local flora and fauna as part of environmental sustainability.

(f) Licensing out and collecting of revenue from retail shops, two-wheeler and four-wheeler parking advertisement and any other charges with the approval of the Authority.

2. Obligations of the Concessionaire

(a) To provide minimum manpower and other resources as per RFP/ Concession Agreement to meet out the desired maintenance standards/ KPI's of the Project. Any additional expenses incurred shall be met by the Concessionaire without any implication to the Authority.

(b) Ensure the event space are used only for the desired purpose without making any hinderance to the public movement/ encroachment of other spaces within the Climate Park.

(c) To create required infrastructure for displaying advertisement upon getting approval from the Authority and without making any hindrance to the public movement/ vehicular movement / hindering aesthetics of the development. The Concessionaire shall allocate 10% of the designated Advertisement space provided at free of cost to the Authority for public messages.

(d) Procure and maintain Insurance Cover for entire Site including but not limited to General Insurance to cover any loss / damage to the Project assets, comprehensive third party liability insurance, the Concessionaire's general liability arising out of the Concession, liability to third parties for goods or property damage, workmen's compensation insurance; and any other insurance that may be necessary to protect the Concessionaire and its employees.

(e) To provide prams, pushchairs etc., at the Site for movement of differently abled personals

(f) To renew all licenses and Applicable Permits required under Applicable Law for O&M of Site which would include 3rd party insurance and any other applicable licenses.

(g) The Site shall remain plastic free and the Concessionaire shall ensure the same.

(h) Service level agreements are indicative in nature, any further changes in service level agreements shall be at the cost of the Concessionaire without any financial implication or claim on the Authority and without affecting the annual Concession Fee payable to the Authority.

(i) Providing aid and assistance in medical emergencies relating to the Project, the Concessionaire shall set up and operate a medical aid post equipped to render first aid facilities and assisting in accessing emergency medical aid from hospitals in the vicinity.

3. Detailed Scope of the Project

The Scope of Project is as set out below:

A. **General Maintenance**

(i) The visiting hours of the Climate Park will be 5.00 am to 10.00 pm daily. Opening and closing of the Climate Park should be done at the appropriate timing without any lapses.

(ii) Necessary display should be fixed at the entrance. Signages to be provided for name of the Climate Park, location of the Climate Park, helpline numbers, Climate Park timings, Climate Park layout, disabled friendly, phone numbers of the officers in charge of the Climate Park.

(iii) No antisocial activities should be done in the and watch man should have a proper control over these activities.

(iv) No unauthorized, illegal activities take place in the Climate Park .

(v) The name boards of labels, walls, grills and entrance should be cleaned periodically to keep them poster free and clean.

(vi) No one should be allowed to damage or spoil the landscape/ other facilities and amenities in any way.

(vii) The Workers should be in proper uniform. The design of the uniform to be approved by the officers in charge from the Authority.

B. **Gardening & Lawn Management**

(i) The Concessionaire shall be responsible for ensuring proper maintenance and upkeep of all horticulture works in the landscaping area. Adequate equipment shall be maintained by Concessionaire including grass cutting machine and other tools required for maintenance of horticulture areas.

(ii) Concessionaire shall grow seasonal plants and seasonal flowers in addition to the existing plantation within the Site as deemed fit by the Authority to maintain the horticulture/ landscape as per the satisfaction of the Authority. The Concessionaire shall make required arrangements and proper use of required insecticides, Pesticides, Fertilizers, and Manures etc. The maintenance activities includes but not limited to:

(a) Daily watering;

(b) Weed removing;

(c) Trimming and pruning;

(d) Soil mulching;

(e) Lawn mowing;

(f) Hedges and shrubs cutting etc.;

(g) Cleaning garden areas;

(h) Dead branches to be removed whenever required;

(i) Dangerous trees if any needs to be identified and reported to the Chief Administrative Officer (CAO) for immediate pruning;

(j) Gap filling of mortalities in Lawn Shrubs, Border Plants, and Trees etc. should be done immediately when noticed and as instructed by the CAO;

(k) Nursery garden to be maintained at designated space within the Climate Park as directed by the Authority for replacement of gap filling;

(l) Applying fertilizer or compost manure/vermi culture manure as per direction or as and when required;

(m) Applying pesticides and fungicide as per direction or as and when required;

(n) Disposal of dry/fallen leaves;

(o) Seed collection and sowing;

(p) Preparation and maintenance of planting materials;

(q) Operation of tools, machinery as required for the garden;

(r) General maintenance of existing plants, tools, etc.;

(s) A board with details on all the horticulture activities as per the standard design with all the activities should be regularly updated.;

(t) Only bio manures and fertilisers are to be used as mentioned in the report to enhance the soil quality. No pesticides to remove, destroy, or minimise pests and diseases shall be undertaken at Site for maintenance of the landscape development.

C. **Nursery Establishment:**

(i) A well-designed, equipped, and maintained nursery should be set up to carry out functions like raising and propagating plant saplings through seeding, saplings, cuttings, etc. A dedicated space for establishment of Nursery will be provided by the Authority with the Climate Park.

(ii) It should also have a well-designed area for biodegradable waste (i.e., dead plants, dried leaves, etc.) storage and their composting.

(iii) The nursery should have adequate stock of plants/ shrubs/ grass etc. for replacement of dead/ diseased plants/ shrubs/ grass, etc.

D. **The Site Grading**

Site grading shall be maintained for unobstructed runoff into nearby depressions and bioswale networks during extreme rain events. No standing water may remain at the surface 72 hours after a rain event. Amend soil with coarse sand and/or compost if necessary.

E. **Planting Soil Mix and Amendments**

(i) Planting soil mixture should be well drained to avoid ponding during extreme rain events. Amend with coarse sand and/or compost if necessary.

(ii) No usage of chemical fertilisers. Amend soil with natural fertilisers (like neemcakes, jeevamrut, etc.) with proper guidance.

F. **Maintaining the zone-wise plant characteristics:**

(i) The Climate Park is designed to interpret the varied indigenous landscape zones of Tamil Nadu. The planting palette is very specific to each zone, which helps characterise them. The O&M plan should be carried out such that the intent of development should be prioritised, and zone-wise plan characteristics should not be altered / changed.

(ii) The coastal zone has a predominance of coastal types of planting-like palm, bamboo, Pandanus, etc. The planting character is formal and manicured.

(iii) Hillock zone is designed with trees and herbaceous ground story.

(iv) Grassland has predominance of grasses with flowering trees, pollinator shrubs, and tree groves.

(v) Forest zones are meant to grow with natural succession to demonstrate the wilderness.

4. Blue-Green Infrastructure Maintenance Guidelines

A. General Instructions

(i) BGI should be properly graded, and flat bottom should be maintained with stable inflow and overflow.

(ii) Ensure the vegetation in the BGI is well-established to prevent erosion and silting.

(iii) Remove dead vegetation, trees, or shrubs as well as prune the vegetation if damaged, diseased, and/or dead branches; suckers if present.

(iv) Use a combination of mechanical and chemical weed removal techniques.

(v) The plants should be sturdy and tolerant to both high moisture and drought. Vegetation shows layering or species from fully submerged to upland trees. This hierarchy should be maintained.

(vi) Maintain the gradation or layering of the plantation to intact the visual connections and design intent. Length of tall grasses can be restricted up to 3-4ft.

B. Specific Considerations

(i) Retention **Ponds and bio-infiltration basins** are landscaped, shallow depressions that capture, filter, and infiltrate stormwater runoff at regular intervals and vary in size. They remove nonpoint source pollutants from stormwater runoff while recharging groundwater. They serve as a functional system to capture, filter, and infiltrate stormwater runoff while being aesthetically pleasing. They are meant to create diverse, attractive landscapes while protecting the health of the natural environment.

(ii) **Lily Pond:** Water replenishment is necessary during non-monsoon months. Therefore, eroded areas must be restored. Address hairline or cosmetic cracks, and replace any loose, missing, or displaced bricks, stones, or pavers if they are present within the BGI. Prohibit the use of concrete and cement mortar for fixing. Joints should be filled with compacted soil and plantation.

(iii) **Bioswale & Delay areas:** These are shallow surface depressions planted with specially selected native vegetation (trees, shrubs, grasses, and perennials) tolerant to both high moisture and drought and to treat and capture stormwater runoff. Bioswales are landscape features that convey stormwater from one location to another while removing pollutants and allowing water to infiltrate. Bioswales are designed to lower the stormwater runoff time to infiltrate into the groundwater and recharge the Site equally. The bottom should be gently sloped to prevent high velocities from causing soil erosion (typically 2 to 10%). The maximum side slope of the bioswale is 3:1, but 4:1 is recommended. The slope proportions and gradation should be maintained. Central flat area to be clear

from obstructions to drain water and avoid ponding except at delay areas. Need to water during non-monsoonal seasons to keep the vegetation green for aesthetic purposes.

5. Hardscape Maintenance

A. Cleaning of foot paths and pathways

(i) Cleaning and sweeping of lawns, footpaths have to be done on hourly basis regularly. Sweeping and cleaning should be started early morning before visitors' entry.

(ii) The Pathway, Benches and seating area should be kept clean and free of sand / dust regularly.

(iii) Pathways and footpaths should be checked every month and replacement of broken tiles to be undertaken by the contractor regularly.

B. Play Equipment

(i) Repairs such as fixing the play equipments, fixing the holes in fibre glass slides, repairing the broken parts of movable Play equipment /Apparatus.

(ii) All play equipment's to be greased every 15 days.

(iii) Bearing, Seating should be checked every 15 days. In case of replacement, a formal notification should be given to CAO.

(iv) Should be painted using epoxy paints for every 6 months and also the Play and Gym equipment to be kept in functional condition at all times.

(v) Signage's should be added immediately when an equipment isn't working.

(vi) Immediate removal/Covering of sharp, broken equipment.

(vii) Play area is properly cleaned and play equipment in good condition (No weeds, No Hazards or No open EB boxes near play area).

(viii) Play area of children to be filled with sieved, clean beach sand, free from coarse pebbles. Play area to be maintained regularly by ensuring removal of dry leaves.

C. Roof Structures

(i) Check welding, bolting, and rust at regular intervals.

(ii) Painting on MS surfaces to be checked at regular intervals and repainting may be required roughly every 3 years.

D. HPL Board Cladding:

(i) **HPL Board product warranty period:** 12 years

(ii) Water wash is required at regular intervals.

E. Boardwalk

(i) **MS Fabrication:** Check welding, bolting, and rust at regular intervals, Painting on MS surfaces to be checked at regular intervals and repainting may be required roughly every 3 years.

(ii) **WPC Cladding:** Water spray cleaning is advisable if large quantum dust accumulation is observed.

F. Grit Flooring

Acid wash is recommended once in 6 months for maintaining the colors and brightness of the grit flooring.

G. Information Signages

Signages have vinyl stickers over powder coated MS plates. Vinyl stickering condition needs to be monitored once in every year. In case of damage, stickers needs to be replaced as and when required. The MS fabrication structure of the signages should be checked for welding, bolting, and rust at regular intervals. Powder coating paint to be checked regularly and repainting to be done if necessary.

H. Pond Edge Stone Pitching

(i) Remove surrounding stone to provide space for tying in newly procured stone of the same specifications.

(ii) Prepare subbase to match surrounding conditions or design specifications.

(iii) Place and secure stone to match existing surfaces, removing excess mortar or adhesive.

I. Labor and Security

(i) The workers employed should adhere to full dress code, be healthy and physically fit and fall within the age range of 18-58 years. They should also have the ability to read & write in Tamil.

(ii) The specified minimum number of workers should be present to carryout daily maintenance activity and non-compliance in this regard will lead to penalty/ cancellation of contract.

(iii) Necessary watch man (or) security should be posted to look after the safety of motors, irrigation equipment, electrical items etc. and the watchman should be present even after the Climate Park timings are over as per norms.

(iv) Safety and Security measures such as safety to Users, emergency response protocols, periodic safety drills trainings, provision of safety equipment to crew, including CCTV monitoring, safety and security systems, etc.

J. Parking Management

The Climate Park has parking areas / spaces for 4-wheeler and 2-wheelers. The activities and responsibilities of the Concessionaire with respect to parking and vehicle management are as follows:

(i) Regularize and Support for parking management.

(ii) Manage operations at entry and exit passenger vehicles.

(iii) Surveillance of vehicle movement.

(iv) Performing housekeeping duties in the parking area.

(v) Allocate 5% of the total parking space (2W and 4W) as reserved preferential parking, free of charge, to be used by the Authority and/or other allied government department employees working in the Climate Park.

(vi) The Concessionaire shall install appropriate additional equipment / signage, etc. to manage and monitor the entry and exit points including automated ticketing facilities.

K. General Pest Control, Rodent Control, Fly/ Mosquito Control

The Concessionaire shall be responsible for ensuring the disinfectants, insecticides and pesticides used for rendering the services shall be safe, having low toxic levels, duly approved by WHO and Central Insecticide Board and shall carry out appropriate snake and insect control.

(i) **Disinfection Treatment**

Intensive / extensive spray with oil / water-based chemicals for pest control such as Ants, cockroaches, silverfish, spiders, ticks, bugs, crickets, termites etc. as required and deemed necessary at periodic intervals as per the maintenance manual.

(ii) **Rodent Control**

The Concessionaire shall take the following control measures for rodent control:

(a) Baiting with anti – coagulant rodenticide / asphyxiates type chemicals
(b) Trapping with lures
(c) Eliminating rats / mice with glue traps

(iii) **Fly Control**

The Concessionaire shall take the following control measures:

(a) Sanitation
(b) Chemical control

(iv) **Mosquito Control**

The treatment will be carried out all over the premises and surrounding areas inside and outside. The Concessionaire shall take the following control measures:

(a) Residual Spot Spraying
(b) Fogging Operations
(c) Mist Blowing

L. Cleaning of Toilets

(i) All sanitaryware including sinks, wash hand basins, WC bowls, seats, covers, hinges, tops, undersides, rims, taps, overflows, outlets, chains, plugs, urinals, brushes, toilet roll holders, tiled surfaces, splash backs, and vanity units must be free from scum, grease, hair, scale, dust, soil, spillages and removable stains. In addition, the surfaces should be disinfected.

(ii) Floors should be cleaned to the Good Industry Practice. In addition, there should be no evidence of scum, grease, hair, and scale and the floors must be disinfected.

(iii) Soap dispensers must be filled, operating correctly with clean nozzles, the external surfaces must be clean, dry and free from smears.

(iv) All toilets should be kept fully stocked with supplies and should be made available at all times.

(v) Dispensers must be clean, dry and free from dust, marks and smears with clean towels fitted. Hot air dryers must be clean, dry and free from dust, marks and smears.

(vi) Concessionaire shall ensure cleaning of Staff toilets /common areas regularly in the restricted area in accordance with the instructions provided by the Authority.

M. Waste Management

(i) Bins must be emptied, cleaned and dried inside and outside, bin-liners replaced where necessary and placed in their original locations. Liners must be used at all times.

(ii) Concessionaire shall collect the garbage from the garbage collection point and segregate the waste in recyclable and non-recyclable type and shall ensure proper disposal of waste in the designated area as instructed by the Authority as per the standards and directions provided by the Authority.

(iii) Waste management methodology shall comply with the guidelines as laid down in applicable waste management rules of the GoI/ GoTN.

(iv) Renovation debris is to be stored at designated space at designated area.

(v) The Concessionaire undertaking the renovation work would remove the debris as per schedule / instruction of Authority.

(vi) Cleaning of grease chambers of the kitchen, if applicable.

(vii) The Concessionaire shall provide appropriate and road-worthy waste collection vehicle to prevent the spilling of garbage leachate and emitting odor while in transit from the premises to the accredited disposal area.

(viii) The Concessionaire shall ensure that the disposal of garbage should be in line with the Applicable Laws and as per direction of Authority.

(ix) The Concessionaire shall clean the garbage disposal van or the garbage disposal Site including the adjacent areas affected by the hauling or removal of garbage before leaving the premises. The Concessionaire shall provide all the necessary cleaning tools and approved chemicals to make the area tidy.

N. Water supply Maintenance

(i) Water supply source will be provided by the Authority.

(ii) Check the availability of water in the water tanks and fill the tanks as when required.

(iii) All the water coolers/ water tanks have to be cleaned twice in a week by a trained person.

(iv) Filters provided in the water purifiers are to be cleaned as per the instructions of the suppliers.

(v) Chlorinating the water at overhead tank/ storage tanks as per the requirement and Maintenance of water quality.

(vi) Cleaning of drinking water/ pipelines, rainwater lines, wastewater pipes, bore well water lines including disconnecting and reconnecting the pipes as per requirements.

(vii) Operating and keeping all equipment, accessories, safety/protection devices etc. in healthy condition at all times including cleaning on daily basis.

(viii) Checking and maintaining logbook for running of pumps and water levels reading in different tanks / sumps.

(ix) Performing periodic water quality sampling/ testing and submit test results to Authority for necessary action.

(x) The Concessionaire should ensure that water availability thorough the contract period at all times. If there is any shortage/ non availability in the water requirement, necessary alternative arrangement to be carried out by the Concessionaire without any additional cost to the Authority.

(xi) In addition to the aforementioned works the contractor shall carry out necessary maintenance, renewals, repairs, replacements and relevant works as directed by the Authority.

O. Sewerage & Drainage Maintenance

(i) Cleaning of manholes, septic tanks, closed drains, gully trap, gutters inside the Climate Park leading and connected with the main sewage line. These areas are to be cleaned once in every two months and as and when situation demands or as advised by the Authority time to time.

(ii) Cleaning and removing the chokes in the sewer lines below / above ground level for smooth functioning of sewerage system and maintenance of the same.

(iii) O&M and repairs of suction, delivery and diversion valves provided on the main sewer pipeline for disposal to city/ town main sewer.

(iv) Cleaning of major storm water drains flowing inside the Climate Park, at least once in a month and disposing immediately the silts, mud, debris etc. to Authority dumping ground without causing nuisance to anybody.

(v) All minor drains shall be cleaned daily & as required so as to ensure smooth discharge of wastewater. There shall not be any stagnation & overflowing of water.

(vi) In addition to the aforementioned works the contractor shall carry out necessary maintenance, renewals, repairs, replacements and relevant works.

P. Electrical Maintenance

(i) Electrical maintenance of Bore well pump motors, Street lighting and periphery lighting inside Climate Park as directed.

(ii) Attending to making good of fuse off complaints.

(iii) Replacing of burnt out or damaged switches, sockets, holders, switch boards etc.,

(iv) Dismantling of burnt pump motors, burnt ceiling fans, burnt chokes of light fixtures and installing the same after repairs.

(v) Periodical maintenance of light fittings, street light fittings, fans, including repairs like replacement of fused Authority and tubes, checking of chokes, capacitors, starters, holders, terminals, control gears, regulators etc.

(vi) Periodical checking and maintenance of all electrical installations such as water supply pump motors, garden/ landscape pump motors and starters

(vii) Preventive maintenance of above listed installations to be carried out in a well-planned manner with periodicity as detailed in general, as directed.

(viii) Recording and up-keeping of Logbook for various operation as mentioned in should be strictly followed.

(ix) Any other electrical maintenance / repair works as required other than the above mentioned shall also be executed by the Concessionaire, as per the directions of Authority.

Q. Complaint management

(i) Concessionaire shall create a complaint register with adequate infrastructure for time bound complaint management. Such facility shall be easily approachable, and adequate signage should be provided to guide end-Users to the complaint kiosk.

(ii) The defined SLA provides the time for responding and closure of complaints by Concessionaire based on standards these present guidelines and may be changed by Authority from time to time.

(iii) To the extent possible, the Concessionaire shall ensure that vendor/ manufacturer performs their obligations as per their respective contracts. In spite of the efforts made by the Concessionaire, should any vendors / manufacturers fail to perform their obligations, the Concessionaire shall notify the Authority and ask for necessary action.

6. Reporting

A. The Concessionaire shall establish an MIS system for reporting. The Concessionaire shall submit the following reports within the stipulated time to the authorized officer of the Authority:

(i) Initial Review Report;
(ii) Maintenance manual for soft and hardscape developments;
(iii) Monthly Reports;
(iv) Deployment Report;
(v) Attendance Reports;
(vi) Statutory compliance intimation report;
(vii) Collection and Cost summary;

B. The report shall cover the following aspects:

(i) Register of plants, shrubs, trees, grass, lawn, Blue Green Infrastructure, etc.; with breakup of plants that is diseased/ dead/ to be replaced/ replaced etc.;
(ii) Consumption and stock of consumables;
(iii) Compliance of preventive maintenance plan;
(iv) Resource deployment report (manpower, equipment etc.);

(v) Expense report (committed and invoiced amounts);

(vi) Energy consumption – by utility, by premise;

(vii) Status of periodic activities as described under Scope of Project for O&M of green space, softscape, hardscape or other horticulture activities undertaken;

(viii) Facility Inspection: The Concessionaire shall conduct regular comprehensive facility inspection and perform any additional ones that will maintain/enhance the appearance, operation, and safety aspects of all the facility as approved by Authority;

(ix) Highlight Critical Issues/Problems with recommended solutions which should contain the technical recommendations / alternatives, cost, time schedules, etc.;

(x) Prepare a foot fall report for the visitors;

(xi) Customer Feedback Analysis;

(xii) Report on Audits/ drills etc.;

(xiii) Complaint Management reporting;

(xiv) Any other reports as needed from time to time;

(xv) Concessionaire shall submit the Performa and format and the same shall be approved by CAO/ Authorized Officer;

(xvi) Statutory compliance intimation report: Concessionaire shall maintain a log/ tracking sheet of all statutory or regulatory compliance and is responsible for obtaining all approvals/licenses for the O&M of the Project including their renewals thereof. Concessionaire shall monitor and intimate the Authority minimum 30 days in advance before expiry of any such statutory or regulatory compliances.

C. Maintenance Manual:

(i) Preparation, submission and obtaining approval on detailed O&M plan including maintenance and security, staffing requirement and schedule; equipment, tool and machineries to be maintained; maintenance schedule; manpower and incident reporting structure; etc. If the Authority makes any modifications to the maintenance program in order to comply with the service level agreement, the Concessionaire must

ensure that they follow the guidelines outlined in the manufacturers' manual or adhere to Good Industry Practices. These modifications shall not result in any financial or legal consequences for the Authority.

(ii) Prepare and follow standard operating procedures for smooth functioning of the maintenance services, within 30 days of commencement of Agreement.

7. Other miscellaneous scope:

The Concessionaire shall be responsible for O&M of the Climate Park and managing the following aspects for ensuring proper O&M of the facilities in the premises:

(i) Handover the Project to the Authority in good working condition subject to normal wear and tear including warranties, guarantees, and any required operational licenses as well as carry out snagging, de-snagging and testing of the Project.

(ii) Shall assume responsibility for all services outlined in the Scope of Project.

(iii) Co-ordination with all the stakeholders of the Authority, contractors, consultants and other agencies.

(iv) Maintain a record of all the equipment/assets at facility, keep record of the vendors details and keep track of the dates of AMC/warranty validity. The initial AMC or warranties provided by the supplier, along with the installation, shall be provided by the Authority to the Concessionaire. However, the renewal of Annual Maintenance Contracts (AMCs) and extension of warranties, if and wherever applicable, shall be carried out by the Concessionaire in collaboration with suppliers or any agency authorized by the machinery supplier. These renewed AMCs and warranties shall be handed over to the Authority on the handover date along with the Project facilities.

(v) Co-ordinate with main contractor/interior contractor/Other contractors / suppliers as applicable for rectifying of defects under the defects liability period.

(vi) The Concessionaire shall report to a Nodal Officer appointed by Authority for the management services as and when required.

(vii) The Concessionaire is required to offer complete assistance to the Tamil Nadu police in the event of any theft or unforeseen event by providing all necessary

information and shall cooperate with the Tamil Nadu police, Authority or any other persons as instructed by Authority in any matter whatsoever.

8. Revenue Components

The revenue generating components in the Project include the following:

(i) Retail shops (12 Nos each 65 sq.ft);

(ii) Advertisements (preferably digital – Max. 2400 sq.ft);

(iii) Parking - 2W (83 Nos), 4W 82 Nos), Bus (10 Nos).

(iv) Entry fee for Climate Park;

(v) Any events conducted at the demarcated space

(vi) Any other charges with the approval of the Authority;

Note :

1. The space for the retail shops is identified and is mentioned in the drawings in Schedule D – B Kilambakkam Climate Park – Retail Stalls & Event Space location. Development of Temporary Structure or Kiosk at the identified location may be explored by the Concessionaire.
2. Any additional Temporary Kiosk if suggested to be developed by the Concessionaire the same shall be undertaken with the approval of Authority.
3. The Sub-license fee for the Retail Space, Advertisement Rates, Event space Charges shall be fixed by the Concessionaire as per market practice

SCHEDULE C - PROJECT SALIENT FEATURES

9. ANNEXURE 1: DESCRIPTION OF THE PROJECT

The Site of the Project shall be as described in Schedule – A along with the Map of the Climate Park.

About the Project:

The Climate Park and Archaeological Interpretation Park is a significant public infrastructure Project developed as Open Space Reserve (OSR) across 16.90 acres adjacent to Kalaignar Centenary Bus Terminus (KCBT) at an estimated cost of Rs. 15.20 Crores. The Project is inaugurated by Hon'ble Chief Minister of Tamil Nadu on December 7, 2024.

Salient Features

- Almost 13 acres of the Climate Park is developed as softscape area with 3.79 acres as hardscape such as walkway, parking etc.
- The Climate Park has more than 100,000 plantations in 4 types of landforms such as Tropical dry evergreen forest, Grassland, Hill and hillocks, Coastal landscapes
- The Climate Park also has retention ponds, Archaeological interpretation centre, sculpture garden, natural play area, pollinator park, etc.
- The Climate Park is envisioned as a multi-functional infrastructure that will serve as a regional destination for recreation, culture, urban ecological habitat, archaeological interpretation and community amenities.
- The Climate Park will accommodate an Archaeological Interpretation Centre and Site museum to promote community education and awareness about the Kilambakkam archaeological site as well as the cultural history of the region.
- The Climate Park will cater to communities in the region, as well as a footfall of approx. 70,000 commuters who will be using the New Mofussil Bus Terminus every day. The Climate Park also provides parking ticketed facilities for the commuters accounting for 82 Four wheelers, 83 Two wheelers and 10 Buses.

- The major programs of the Climate Park include archaeological interpretation center for exhibition, tree court as a waiting/resting area for commuters, sculpture garden as leisure and exhibition space to display art and community amenities such as kids play, elders park, nature play and yoga & meditation area.
- The Climate Park will become an important neighborhood amenity for wellness and leisure, catering to children, elderly, women, students and families of peri-urban communities.
- The Climate Park as a green infrastructure will serve as a large carbon and heat sink. It will be home to over 4 lakh sq. ft of native plants including 1460 trees, 9791 shrubs, herbaceous plant and ground covers 91392, climbers 15222, aquatic plants 28049, grass 40587 and vegetation cover.
- The Climate Park as a blue infrastructure will collect and re-use 85% of the rainwater for irrigation and ground water recharge thus helping in stormwater management.

10. ANNEXURE 2: PLANT LIST & QUANTITIES:

A. Trees (total quantity: 1,460 Nos.)

Scientific Name	Common Name	Nos
Polyalthia longifolia	Ashoka Tree	31
Cassia fistula	Golden Shower tree	40
Terminalia bellerica		42
Terminalia arjuna		10
Pongamia pinnata	Pungam tree sapling	36
Melia azedarach		31
Barringtonia acutangula		40
Hibiscus tiliaceus		31
Dalbergia latifolia		27
Thespesia populnea		9
Mimusops elengi		27
Syzygium cumini		8
Azadirachta indica		44
Bauhinia purpurea	Orchid tree	27
Mangifera indica		22
Ficus religiosa		1
Courouptia guianensis	Cannon Ball tree	26
Phyllanthus emblica		0
Ziziphus mauritiana		26
Psidium guajava		5
Tabebuia avellandae		30
FIlicium decipiens	Fern Tree	50
Anthocephalus cadamba		28

Scientific Name	Common Name	Nos
Cordia sebestena	Geiger tree	37
Butea monosperma		20
Aegle marmelos		12
Manilkara hexandra		33
Sapindus emarginatus		20
Dalbergia sissoo		30
Ficus microcarpa		28
Saraca asoca	Sita Ashok tree	20
Madhuca longifolia		45
Ficus racemosa		0
Bauhinia racemosa		12
Erythrina indica		24
Lagerstroemia indica	Common Crape Myrtle	29
Ziziphus xylopyrus		21
Ficus hispida		25
Shenbagam tree		30
Acacia planifrons	Acacia tree	30
Albizia lebbeck	Indian borage	36
Commiphora wightii		27
Cananga odorata	Basil	40
Hura crepitans		24
Cassine glauca		27
Pandanus odoratissimus		7
Alstonia scholaris		1
Gmelina arborea		29

Scientific Name	Common Name	Nos
Lannea coromandelica		12
Tabebuia argentea		32
Ficus benghalensis		2
Palms		
Cyrtostachys renda		28
Rhapis excelsa		1000
Caryota urens		30
Corypha umbraculifera	Talipot Palm	10
Pinanga dicksonii		28
Livistona rotundifolia palm		32
Wodyetia bifurcata palm	Foxtail palms	72
Bismarckia palm		16

B. Shrubs (Total Quantity: 9,791 Nos.)

Scientific Name	Common Name	Nos
Dodonea viscosa	Broadleaf hopbush	1013
Lawsonia inermis	Henna	240
Tabernaemontana		604
Murraya	Orange jasmine	705
Nyctanthes arbortristis	Parijat	151
Vitex nigundo- tree	Chinese chaste tree	127
Senna		797
Nerium oleander	Oleander	700
Nerium dwarf	Oleander (dwarf)	700

Scientific Name	Common Name	Nos
Ixora pavetta	The torch tree	909
Cananga odorata	Ylang- Ylang	457
Barleria prionitis	Porcupine flower	284
Clerodendrum inerme	Wild jasmine	288
Syzygium myrtifolium	Red lip	559
Tecoma capensis	Cape honeysuckle	68
Galphimia gracilis	Spray of gold	1168
Jatropha gossipifolia	Belly ache bush	736
Carrisa carandus	Kerenda	285

C. Shrubs (Total Quantity: 91,392 Nos.)

Scientific Name	Common Name	Nos
Heliconia collinsiana	Hanging heliconia	460
Heliconia schiedeana	Hardy lobster claw	420
Alpinia zerumbet	Shell ginger	565
Alpinia calcarata	Snap ginger	265
Sansevieria roxburghiana	Snake plant	3052
Caladium (variegated)	Elephant ear	1490
Canna indica (diff colors)	Indian shot	2076
Hymenocallis littoralis	Spider lily	2029
Heliconia psittacorum	Parakeet flower	589
Pentas		1700
Costus ingeus		1328
Hedyotis		11208

Scientific Name	Common Name	Nos
Eclipta		15414
Seeni tulasi		95
Orthosiphon		1980
Vinca rosea	Periwinkle	1900
Aloe vera	Aloe	1588
Insulin		73
Coleus	Indian borage	2330
Mimosa pudica (Thotta sinungi)		11885
Ocimum basilicum	Basil	913
Euphorbia tirucalli		361
Zephyranthes candida	White rain lily	2249
Colocasia esculenta	Taro	612
Wedelia trilobata	Singapore daisy	2500
Leucas aspera	Thumbai	14356
Rusellia equisettifolium	Firecracker plant	207
Agave angustifolia	Caribbean agave	466
Euphorbia antiquorum	Fleshy spurge	1305
Cuphea hyssopifolia	False heather	848
Chrysanthemum	Shevanti	395
Tradescantia		222
Heliconia stricta		680
Hedychium coronarium		945
Petunia integrifolia		403
Spathiphyllum wallisi		313

Scientific Name	Common Name	Nos
Yucca gloriosa		9
Philodendron xanadu		42
Barleria cristata		731
Lavender		1694
Verbena		1694
Pennisettum rubrum	Fountain grass - Purple	514
Pennisettum white	Fountain grass - White	3339
Lawn (sqm)		1451
Cynodon dactylon	Bermuda grass	1406
Sacharum spontaneum	Kans grass	5000
Schoenoplectus supinus		12355
Vetiveria zizanioides	Vetiver	11140
Arundo donax	Giant reed	4913
Cymbopogon	Lemon grass	10239
Ophiopogon	Mondo grass	681

D. CLIMBERS (Total Quantity: 15,222 Nos.)

Scientific Name	Common Name	Nos
Cissus		800
Cardiospermum		9233
Clitoria		632
Piper longum		1712
Solanum trilobatum		1106
Jasminum grandiflorum	Spanish jasmine	722

Clerodendrum thomsoniae		244
Thunbergia sp.		773

E. AQUATIC PLANTS (Total Quantity: 28,049 Nos.)

Scientific Name	Common Name	Nos
Acorus calamus	Sweet flag	1111
Ipomea aquatica	Swamp cabbage	3164
Typha sp.		6294
Cyperus alternifolius	Umbrella sedge	310
Rotala sp.		185
Nymphea nouchali	Blue lily	27
Cyperus sp.		15785
Centella asiatica	Asiatic pennywort	570
Polygonum hydropiperoides	Swamp smart weed	603

11. ANNEXURE 3: LIST OF PLANT AND MACHINERY

S. NO	DESCRIPTION	UNIT	QTY
1.	Supply of Quadra Lighting Pole of 80X80 series and Built-in control box with cast aluminium service door and safety rope, the control gear tray is prewired with MCB, terminal connectors for loop-in / loop-out arrangement, Base plate made of steel grade E250 & foundation bolt M16x300 of grade 4.6, CE - Conformity mark, Klite Make : - KP-4773 and KP-9204 or Equivalent	Nos.	71.00
2.	Supply of focus light fixture with Extruded Aluminium / Silicon Gasket / Glass Diffuser / 7W /750 Mi / 3000K / CRI 80 / Beam Angle 40° / IP 66/ IK 06 K Lite Make:- KL-4266 or Equivalent	Nos.	248.00
3.	Supply of inground light fixture with Die cast Aluminium Housing with 316 Grade Stainless Steel Frame / Honeycomb louvre / Silicon Gasket / Glass Diffuser 8 mm Thick / 9W / 750 Im / 3000K / CRI 80 / Beam Angle 40° / IP 67 / IK 09 K Lite Make:-KL-4146 or Equivalent	Nos.	18.00
4.	Supply of focus light fixture with Extruded Aluminium / Silicon Gasket / Glass Diffuser / 7W /750 Im / 3000K / CRI 80 / Beam Angle 40° / IP 66/ IK 06 K Lite Make:- KL-4266 or Equivalent	Nos.	
5.	Supply of 40W LED Amber, WW, NW BA:30°,60°, Clear Polyurethane Encapsulation, Dimension-2005 x 25 x 32mm K Lite Make : - KL-3559 or Equivalent	Nos.	95.00
6	Supply of LED driver SMPS with 24V -DC - 150W - IP 67 Power Supply suitable for KL-3559 , Klite Make :- KL-8198 or Equivalent	Nos.	146.00
7	Supply of MALE Connector pin suitable for KL-3559, Klite Make : - KL-8320 or Equivalent	Nos.	146.00
8	Supply of end cap to terminate the line suitable for KL-3559, Klite Make: KL-8319 or Equivalent	Nos.	146.00
9	Supply of LED bollard light fitting of 12W with 1000mm height and CCT-3000K, Luminaire body made of square 100X100mm	Nos.	142.00

S. NO	DESCRIPTION	UNIT	QTY
	aluminiun tube with aluminium components and SS foundation bolts,Special Lamp compartment encased in polycarbonate optical cover, CRI-80, Klite Make :- KL-4729 or Equivalent.		
10	Supply of 10W LED PU Encapsulation light fixture •WW,NW BA:120°, Clear Polyurethane Encapsulation K Lite Make :- KL-3256 or Speci Equivalent.	Mtrs	200.00
11	Supply of LED driver SMPS with 24V - DC - 150W- IP 67 Powersupply (1 driver for 5 Mtrs) suitable for KL-3256, Klite Make : - KL-8198 or Equivalent Special	Nos.	18.00
12	Supply of MALE Connector pin suitable for KL-3256, Klite Make :- KL-8320 or Equivalent	Nos	18.00
	Supply of End Cap to terminate the line suitable for KL- 3256, Klite Make :- KL-8319 or Equivalent	Nos	18.00
13	Supply of Led Spot under water light fixture with Complete housing made of marine grade stainless steel #316 • PCB made of excellent heat conductivity aluminium, coefficient of heat conductivity >2.0w/mk • Luminaire is hard wired for single colour 2 x 1.0sqmm / RGB 4 x 0.75sqmm 3 metres water resistant cable. • Recommended installation depth upto 1 metre below the water surface. K Lite :- Kl-6740 or Equivalent	Nos	20.00
14	Supply of LED driver SMPS with 12V -DC - 30W - IP 67 Power Supply suitable for KL-6740 1 driver for 2 fittings , Klite Make :- KL-8191 or Equivalent Power Supply	Nos	10.00
15	Supply of LED bollard light fitting of 12W with 1000mm height and CCT-3000K, Luminaire body made of square 100X100mm aluminium tube with aluminium components and SS foundation bolts, Lamp compartment encased in polycarbonate optical cover, CRI-80, Klite Make :- KL-4729 or Equivalent	Nos	12.00
16	supply of 30W LED Amber,WW,NW BA:30°,60°, Clear Polyurethane Encapsulation, Dimension-1505 x 25 x 32mm K Lite Make :- KL-3558 or equivalent	Nos	2.00

S. NO	DESCRIPTION	UNIT	QTY
17	supply of 40W LED Amber,WW,NW BA:30°,60°, Clear Polyurethane EnDimension-1505 x 25 x 32mm/2005 x 25 x 32mm K Lite Make :- KL-3559 or Equivalent	Nos	2.00
18	Supply of LED driver SMPS with 24V -DC - 150W - IP 67 Powersupply (1 driver for 5 Mtrs) suitable for KL-3256 , Klite Make :- KL-8198 or Equivalent	Nos	2.00
19	Supply of MALE Connector pin suitable for KL-3256, Klite Make :- KL-8320 or Equivalent	Nos	4.00
20	Supply of End Cap to terminate the line suitable for KL- 3256, Klite Make :- KL-8319 or Equivalent	Nos	4.00
21	Supply of 30W LED Amber,WW,NW BA:30°,60°, Clear Polyurethane Encapsulation, Dimension-1505 x 25 x 32mm K Lite Make :- KL-3558 or Equivalent	Nos	78.00
22	Supply of LED driver SMPS with 24V -DC - 150W - IP 67 Powersupply (1 driver for 5 Mtrs) suitable for KL-3256 , Klite Make :- KL-8198 or Equivalent	Nos	6.00
23	Supply of MALE Connector pin suitable for KL-3256, Klite Make :- KL-8320 or Equivalent	Nos	6.00
24	Supply of End Cap to terminate the line suitable for KL- 3256, Klite Make :- KL-8319 or Equivalent	Nos	6.00
25	supply of polar Pole street light with 60W LED WW,NW,CW BA:Type II, Polycarbonate Optical Lens, Product dimensions 600 x 120 x 240mm, 30W / 4636 lm / 3000K / CRI 80 / Beam Angle - TYPE IIoptics / IP 65 / IK 09, Klite Make :- KL-4419 or Equivalent	Nos	2.00
26	Supply of Quadra Lighting Pole of 80X80 series and Built-in control box with cast aluminium service door and safety rope , The control gear tray is prewired with MCB, terminal connectors for loop-in / loop-out arrangement, Base plate made of steel grade E250 & foundation bolt M16x300 of grade 4.6 , CE - Conformity mark, Klite Make :- KP- 4773 and KP-9204 or Equivalent	Nos	2.00

S. NO	DESCRIPTION	UNIT	QTY
27	Supply of Waterproof IP67 LED light for outdoor linear lighting applications 20W LED WW,NW BA:120°, Translucent Polyurethane Encapsulation, Dimensions 500/2000 x 80 x 40mm, Klite Make:- KL-3622 or Equivalent	Mtrs	78.00
28	Supply of LED driver SMPS with 24V -DC - 150W - IP 67 Powersupply (1 driver for 5 Mtrs) suitable for KL-3256 , Klite Make :- KL-8198 or Equivalent	Nos	20.00
29	Supply of MALE Connector pin suitable for KL-3256, Klite Make:- KL-8320 or Equivalent	Nos	20.00
30	Supply of End Cap to terminate the line suitable for KL- 3256, Klite Make:- KL-8319 or Equivalent	Nos	20.00
31	Supply of 10W LED PU Encapsulation light fixture `WW, NW BA:120°, Clear Polyurethane Encapsulation Klite Make :- KL-3256 or Equivalent	Mtrs	90.00
32	Supply of LED driver SMPS with 24V -DC - 150W - IP 67 Powersupply (1 driver for 5 Mtrs) suitable for KL-3256, Klite Make :- KL-8198 or Equivalent	Nos	18.00
33	Supply of MALE Connector pin suitable for KL-3256, Klite Make :- KL-8320 or Equivalent	Nos	18.00
34	Supply of End Cap to terminate the line suitable for KL- 3256, Klite Make :- KL-8319 or Equivalent	Nos	18.00
35	Supply of 20W LED Amber,WW,NW BA:30°,60°, Clear Polyurethane Encapsulation, Dimension-1005 x 25 x 32mm/2005 x 25 x 32mm K Lite Make :- KL-3557 or Equivalent	Mtrs	101.00
36	Supply of LED driver SMPS with 24V -DC - 150W - IP 67 Powersupply (1 driver for 5 Mtrs) suitable for KL-3256 , Klite Make :- KL-8198 or Equivalent	Nos	7.00
37	Supply of MALE Connector pin suitable for KL-3256, Klite Make :- KL-8320 or Equivalent	Nos	7.00
38	Supply of End Cap to terminate the line suitable for KL- 3256, Klite Make :- KL-8319 or Equivalent	Nos	7.00

S. NO	DESCRIPTION	UNIT	QTY
39	supply of polar Pole street light with 60W LED WW,NW,CW BA:Type II, Polycarbonate Optical Lens, Product dimensions 600 x 120 x 240mm, 30W / 4636 lm / 3000K / CRI 80 / Beam Angle - TYPE IIoptics / IP 65 / IK 09, Klite Make :- KL-4419 or Equivalent	Nos	1.00
40	Supply of Quadra Lighting Pole of 80X80 series and Built-in control box with cast aluminium service door and safety rope , The control gear tray is prewired with MCB, terminal connectors for loop-in / loop-out arrangement, Base plate made of steel grade E250 & foundation bolt M16x300 of grade 4.6 , CE - Conformity mark, Klite Make :- KP- 4773 and KP-9204 or Equivalent	Nos	1.00
	SPORTS AREA		
41	Supply of LED flood light having 4 x 60W LED WW module BA: 60°, Polycarbonate Optical Lens, Dimensions 342 x 135 x 365mm IP67 and IK07, Klite make :- KL-6788 or Equivalent	Nos	4.00
42	Supply of LED flood light having 4 x 60W LED WW module BA: 60°, Polycarbonate Optical Lens, Dimensions 342 x 135 x 365mm IP67 and IK07, Klite make :- KL-6788 or Equivalent	Nos	16.00
43	Supply of LED flood light having 4 x 60W LED WW module BA: 60°, Polycarbonate Optical Lens, Dimensions 342 x 135 x 365mm IP67 and IK07, Klite make :- KL-6788 or Equivalent	Nos	4.00
44	Supply of Customised 10 Mtrs Pole With Foundation Bolts made up MS with powder coated Graphite Grey Finish, •All pole sections are welded using special v groove technique by certified welders using high end MIG welding processes. • Built-in control box with cast aluminium service door and safety rope. • Die cast aluminium door is contoured to the shape of the pole with a silicone rubber gasket. • The control gear tray is prewired with MCB, terminal connectors for loop-in / loop-out arrangement. • The foundation bolt holes in the base plate are designed to be elongated for fine adjustments / alignment of the pole during installation.	Nos	6.00

S. NO	DESCRIPTION	UNIT	QTY
	• Base plate made of steel grade E250 & foundation bolt of grade 4.6 • CE - Conformity mark Klite make :- KL-4707 or Equivalent		
	INTERIOR - GALLERY		
45	Supply of LED pullout light fixture with body of zoom wall washer made of die-cast aluminium which has excellent mechanical strength, aluminium heat sink for better thermal management. • Adopting reflector which is with excellent optics effect and excellent spot light effect. • The lamp can be positioned at various angles for the directional light thrown in wall washer applications. • Luminaire integrated with 40W LED. • Cable entries for through-wiring of mains supply cable. • Integral constant current power supply. • Suitable for operation on 240V, 50Hz single phase ac supply. LED 28W K Lite Make :- KL-3352	Nos	35.00
46	Supply of LED downLight recessed downlight - Indoor luminaire with wide beam light distribution. • Luminaire is made of die-cast aluminium for better thermal management. • Vacuum - metalized reflector with anti scratch protective layer and added diffuser for glare free, uniform light distribution. • High PF constant current LED driver. • Cable entries for through-wiring of mains supply cable. • Suitable for operation on 240V, 50Hz single phase ac supply. LED 20W K Lite Make :- KL-3352 or Equivalent	Nos	15.00
47	Supply of LED recessed downlight Luminaire made of die-cast aluminium has excellent mechanical strength, aluminium heat sink for better thermal management. • Reflector with excellent optical effects. • Cable entries for through-wiring of mains supply cable. • Integral constant current power supply LED 20W - IP 65 K Lite Make :- KL-4242 or Equivalent	Nos	25.00

S. NO	DESCRIPTION	UNIT	QTY
48	Supply of LED Recessed Downlight Luminaire made of die-cast aluminium has excellent mechanical strength, aluminium heat sink for better thermal management. • Reflector with excellent optical effects. • Cable entries for through-wiring of mains supply cable. • Integral constant current power supply LED 10W - IP 65, Klite Make :- KL-4141	Nos	16.00
49	Supply of Customised 10 Mtrs Pole With Foundation Bolts made up MS with powder coated Graphite Grey Finish, •All pole sections are welded using special v groove technique by certified welders using high end MIG welding processes. • Built-in control box with cast aluminium service door and safety rope. • Die cast aluminium door is contoured to the shape of the pole with a silicone rubber gasket. • The control gear tray is prewired with MCB, terminal connectors for loop-in / loop-out arrangement. • The foundation bolt holes in the base plate are designed to be elongated for fine adjustments / alignment of the pole during installation. • Base plate made of steel grade E250 & foundation bolt of grade 4.6 • CE - Conformity mark Klite make :- KL-4707 or Equivalent	Nos	4.00
50	Supply of LED flood light having 2 x 60W LED WW module BA: 60°, Polycarbonate Optical Lens, Dimensions 342 x 135 x 245mm IP67 and IK07, Klite make :- KL-6789 or Equivalent	Nos	4.00
51	Supply of Customised 10 Mtrs Pole With Foundation Bolts made up MS with powder coated Graphite Grey Finish, •All pole sections are welded using special v groove technique by certified welders using high end MIG welding processes. • Built-in control box with cast aluminium service door and safety rope. • Die cast aluminium door is contoured to the shape of the pole with a silicone rubber gasket. • The control gear tray is prewired with MCB, terminal connectors for loop-in / loop-out arrangement.	Nos	2.00

S. NO	DESCRIPTION	UNIT	QTY
	• The foundation bolt holes in the base plate are designed to be elongated for fine adjustments / alignment of the pole during installation. • Base plate made of steel grade E250 & foundation bolt of grade 4.6 • CE - Conformity mark Klite make :- KL-4707 or Equivalent		
52	Supply of LED flood light having 2 x 60W LED WW module BA: 60°, Polycarbonate Optical Lens, Dimensions 342 x 135 x 245mm IP67 and IK07, Klite make :- KL-6789 or Equivalent	Nos	4.00
53	Supply of LEDSurface Mounted Light, LED 20W module BA:120°, Translucent Polystyrene diffuser, Dimensions : Ø177 x 43mm IP40 and IK07, Klite make :- KL- 3613 or Equivalent	Nos	26.00
54	Supply of 6 mtr BRUSSEL - 6 Variant Light Pole with 6 x 50W LED Navi Module fitting Coated with zinc rich primer and finished using environmentally stable polyurethane based paint / Pure polyester powder coated of black colour. The Product shall possess following Description • Pole design parameters vary depending on the type of bracket and loading factor. • All pole sections are welded using special v groove technique by certified welders using high end MIG welding processes. • Built-in control box with cast aluminium service door and safety rope. • Die cast aluminium door is contoured to the shape of the pole with silicone rubber gasket. • The control gear tray is prewired with MCB, terminal connectors for loop-in / loop-out arrangement. • The foundation bolt holes in the base plate are designed to be elongated for fine adjustments / alignment of the pole during installation. • Base plate made of steel grade E250 & foundation bolt of grade 4.6	Each	18.00
55	Installation, Testing and Commissioning of BRUSSEL - 6 Variant Light Pole with 6x50w LED fitting KP-1066 along with RCC foundation and termination with necessary cable 3x1.5 sq	Each	18.00

S. NO	DESCRIPTION	UNIT	QTY
	mm PVC sheated cable from light fixture till junction box, MCB and necessary accessories		
56	Supply of 5mtr BRUSSEL - 4 Variant Light Pole with 4x50W LED Coated with zinc rich primer and finished using environmentally stable polyurethane based paint / Pure polyester powder coated of black colour. The Product shall possess following Description • Pole design parameters vary depending on the type of bracket and loading factor. • All pole sections are welded using special v groove technique by certified welders using high end MIG welding processes. • Built-in control box with cast aluminium service door and safety rope. • Die cast aluminium door is contoured to the shape of the pole with silicone rubber gasket. • The control gear tray is prewired with MCB, terminal connectors for loop-in / loop-out arrangement. • The foundation bolt holes in the base plate are designed to be elongated for fine adjustments / alignment of the pole during installation. • Base plate made of steel grade E250 & foundation bolt of grade 4.6	Each	18.00
57	Installation, Testing and Commissioning of 5mtr BRUSSEL - 4 Variant Light Pole with 4x50w LED fitting KP-1066 along with RCC foundation and termination with necessary cable 3x1.5 sq mm PVC sheathed cable from light fixture till junction box, MCB and necessary accessories	Each	18.00
58	Supply, Installation, Testing and Commissioning of 25W LED spotlight with energy-saving, environmental LED lamp.It shall possess high luminous efficiency, prominent energy saving effect and long lifespan. Also with no radicalization strobe flash, gentle light. It's appearance is refined and elegant. Product Description • Adjustable spotlight with adapter for installation on track. • The body of LED spotlight adopt die-cast aluminium for better thermal management.	Each	18.00

S. NO	DESCRIPTION	UNIT	QTY
	• Clear polycarbonate optical cover which is with excellent optics effect and excellent spot light effect. • Luminaire integrated with 25W LED. • Twist & zoom : 15°-50°. • Two circuit connector, directionally adjustable, convenient installation and maintenance. • Luminaire provided with built-in-constant current driver with advanced circuit design achieves stable performances and long services span. • Integral constant current power supply. • Suitable for operation on 240V,50Hz single phase ac supply. • Ordering guide : KL-3207-CCT (Colour Temperature)		
59	Supply and Installation of Connector - KL 8184 used for power grazers	Each	53
60	Supply and fixing of Adjustable Clip for spike lights.	Each	24
61	Installation, Testing and Commissioning of 7 Mtrs Pole with 2x60w-4nos LED fitting along with RCC foundation and termination with necessary cable 3x1.5 sq mm PVC sheated cable from light fixture till junction box, MCB and necessary accessories	Each	1
62	Supply and Laying of 160mm PVC pipe of working Pressure 6 Kg/ Cm2	RM	750
63	Supply and Clamping / Laying of 3C x 2.5 Sqmm PVC insulated SC sheathed flexible copper cable of 1100v grade in existing Hume pipe in wall, Ceiling, on earth with connected MS Saddles and accessories as directed by the departmental officers.	RM	2500
64	Supply and Clamping / Laying of 4C x 2.5 Sqmm PVC insulated SC sheathed flexible copper cable of 1100v grade in existing Hume pipe in wall, Ceiling, on earth with connected MS Saddles and accessories as directed by the departmental officers.	RM	2500
65	Installation of 12w LED bollard of height 1000mm Bollard dimension :- 166dia x895mm along with RCC foundation and termination with necessary cable 3x2.5 sq mm PVC sheated cable with termination with suitable connectors.	Each	142

S. NO	DESCRIPTION	UNIT	QTY
66	Installation, Testing and Commissioning of 10 Mtrs Pole with 4x60w-4nos. LED fitting with RCC foundation and termination with necessary cable 3x1.5 sq mm PVC sheated cable from light fixture till junction box, MCB and necessary accessories	Each	4
67	Installation, Testing and Commissioning of Quadra Lighting Pole of 80X80 series along with polar Pole streetlight with 30W LED WW with RCC foundation and termination with necessary cable 3x1.5 sq mm PVC sheated cable from light fixture till junction box, MCB and necessary accessories	Each	71
68	Installation, Testing and Commissioning of LED Spot Under water Light Fixture and associated driver with installation depth of 1000mm. The rate is inclusive of Termination charges and necessary accessories	Each	20
69	Installation, Testing and Commissioning of focus light Fixture . The rate is inclusive of Termination charges and necessary accessories.	Each	248
70	Installation, Testing and Commissioning of inground light Fixture . The rate is inclusive of Termination charges and necessary accessories.	Each	18
71	Installation, Testing and Commissioning of 40W LED Amber Light Fixtutre along with its allied accessories such as driver Connector, end cap etc. The rate is inclusive of Termination/ Crimpring charges	Each	95
72	Installation, Testing and Commissioning of 30W LED Amber Light Fixtutre along with its allied accessories such as driver Connector, end cap etc. The rate is inclusive of Termination/ Crimpring charges	Each	78
73	Installation, Testing and Commissioning of 20W LED Amber Light Fixtutre along with its allied accessories such as driver Connector, end cap etc. The rate is inclusive of Termination/ Crimpring charges	Each	101
74	Installation, Testing and Commissioning of 10W LED PU Encapsulation Light fixture along with its allied accessories such	Each	138

S. NO	DESCRIPTION	UNIT	QTY
	as driver Connector, end cap etc. The rate is inclusive of Termination/ Crimpring charges		
75	Installation, Testing and Commissioning of 20W LED Outdoor Linear Light fixture along with its allied accessories such as driver Connector, end cap etc. The rate is inclusive of Termination/ Crimpring charges	Each	78
76	Installation, Testing and Commissioning of 20W/10W Downlight fixture along with its allied accessories such as driver Connector, end cap etc.. The rate is inclusive of Termination/ Crimpring charges	Each	82
	PUMPING UNIT		
77	Supply, Fixing & commissioning of Monobloc or open well submersible pumpset of having discharge and head of design flow with pressure gauge, UPVC sch 40 - suction & delivery manifold and mounted on a base frame with proper supports etc., complete, as per the instructions of Architect/Landscape Architect/Engineer In Charge. Duty of Pump : 8.00 lPS Pressure Head Range = 55.00 -60.00 Mtr. No. of Pumps : 1 Working + 1 Standby	Nos	3
	EB PANELS		
78	Design, Supply, Installation and commission of 250A EB Metering Panel with TNEB Standard as per below description. Incomer Section * HRC fuses & Trivector meter sealable compartment-1 set * 250A,25KA 4P FIXED MCCB with Overload, short circuit, Earth Fault, Shunt Trip releases CTs and Digital Multi Data Meter.-1set * RYB and on/off/trip with MCB controls - 1 set * Busbars : 250A,25KA TPN(50%)+E Aluminium busbars - 1 set Outgoing Section *63A,10KA TPN MCB 'C' CURVE -8 Sets *32A,10KA TPN MCB 'C' CURVE -1 Sets *25A , 10KA DP MCCB 'C' CURVE – 5set	Each	1.00

S. NO	DESCRIPTION	UNIT	QTY
79	*63A FP MCCB with SPD (40KA,CL-2,B+C) – 1set		
80	Supply, Installation, Testing and Commissioning of Outdoor type feeder pillar DB with Contactor & 24 Hour Timer programmable unit with Auto/Manual Control and 63A 4P MCB as incomer and 6 Nos. of 20A TP MCBs & 6 no.s of 10A SP as outgoings as per the relevant specifications.	Set	4.00

12. ANNEXURE 4: KEY PERFORMANCE INDICATORS UNDER SERVICE LEVEL AGREEMENT

A. Horticulture work

Sl. No	Service Level Requirement	Min Requirement Period	Additional-Compliance Period	Penalty Rate During Additional Compliance Period (INR)	One time cure Period	Penalty Rate for Cure Period (INR)
1	Weed removing, Trimming and pruning, Lawn mowing, Hedges and shrubs cutting etc., removal of dead branches, removal of dangerous trees, making good in levels.	As per approved maintenance manual / requirement	24 hours	2500 / Day	24 hours	5000 / Day
2	Making mulching for trees, shrubs & ground covers	As per approved maintenance manual / requirement	2 days	2000 / Day	2 days	4000 / Day
3	Watering	As per approved maintenance manual / requirement	12 hours	5000 / Day	12 hours	10,000 / Day
4	Applying fertilizer or compost manure/ bio manure/ vermi culture	As per approved maintenance manual / requirement	24 Hours	5,000 / Day	24 Hours	10,000 / Day

Sl. No	Service Level Requirement	Min Requirement Period	Additional-Compliance Period	Penalty Rate During Additional Compliance Period (INR)	One time cure Period	Penalty Rate for Cure Period (INR)
	manure, Applying pesticides and fungicide, Anti-termite treatment for leaves and branches, etc.					
5	Cleaning of garden area including removal of dry leaves, waste, debris, garbage, etc.	As per approved maintenance manual / requirement	24 Hours	5,000 / Day	24 Hours	10,000 / Day
6	Replanting, gap filling, replacement of deceased plants, shrubs, lawn, trees, etc.	Immediately as identified	2 days	2,000 / Day	2 days	4,000 / Day

Note:

The above-mentioned activities to be detailed for every kind of plants, shrubs, trees, lawn, other softscape development along as per terms of the Agreement and as per the maintenance requirement of the supplier.

B. Daily services:

Sl. No	Service Level Requirement	Min Requirement Period	Additional-Compliance Period	Penalty Rate during Additional Compliance Period (INR)	One time cure Period	Penalty Rate for Cure Period (INR)
1	Routine housekeeping (inc. cleaning services as per the Scope of Project) of all the premises in the Project facility	3 Times/Day *	8 Hours	5,000/ 8 Hours	8 Hours	10,000 / 8 Hours
2	Cleaning of Toilets as per defined Scope of Project	On Continuous basis	1 Hour	5,000/ Hour	1 Hour	10,000 / 1 Hour
3	Cleaning of roof area or wall and glass facades area including disinfecting and to ensure all surfaces are free from cob-webs, greases, dirt or dust etc.,	Once a week*	1 day	5,000/ Day	1 day	10,000 / Day
4	Cleaning of dustbins / waste bins and disposing the same up to the main container or garbage collection point.	Every 3 Hours *	3 Hours	2,000/ 3 Hours	3 Hours	4,000 / 3 Hours
5	Collecting of garbage from the garbage collection point. Thereafter, segregation of waste & disposal.	3 Times / Day *	8 Hours	2,000/ 8 Hours	8 Hours	4,000 / 8 Hours

Sl. No	Service Level Requirement	Min Requirement Period	Additional-Compliance Period	Penalty Rate during Additional Compliance Period (INR)	One time cure Period	Penalty Rate for Cure Period (INR)
6	Dusting / cleaning all internal and external hardscape development including parking, play area, etc.**	2 Times/ Day	1 Day	5,000/ Day	1 Day	10,000 / Day
7	Replacement/ fixing of all plumbing/ electrical fixtures including but not limited to bulbs, light, switch, wiring, tap, faucets, etc.	Immediately as identified	12 hours$	2,000 / 12 Hours	12 hours$	4,000 / 12 Hours

* The frequency shall be as per mentioned schedule or as and when required

** Development includes all built and non-built area excluding soft scape and BGI infrastructure.

$ Within 12 hours/ approved extended period from identification/ upon instructions of Authority.

C. Pest Control

Sl. No	Service Level Requirement	Min Requirement Period	Additional-Compliance Period	Penalty Rate during additional compliance period (INR)	One time cure Period	Penalty Rate for Cure Period (INR)
PEST CONTROL						
1	Disinfestations treatment	1 Time / Fortnightly	+1 Day	5,000/ Day	+1 Day	10,000/ Day
2	Rodent Control	1 Time / Monthly	+1 Day	5,000/ Day	+1 Day	10,000/ Day
3	Fly Control	1 Time / Monthly	+1 Day	5,000/ Day	+1 Day	10,000/ Day
4	Mosquito	1 Time / Fortnightly	+1 Day	5,000/ Day	+1 Day	10,000/ Day
5	Snake	1 Time / Fortnightly	+1 Day	5,000/ Day	+1 Day	10,000/ Day
6	Others as required at Site	As required	+1 Day	5,000/ Day	+1 Day	10,000/ Day

Note: The Site shall remain pest free and safe environment shall be assured by Concessionaire. The afore-mentioned requirements are indicative in nature, any further changes in service level requirement for ensuring the same shall be at the cost of the Concessionaire without any financial implication or claim on the Authority.

D. Major Maintenance

Sl. No	Service Level Requirement	Min Requirement Period	Additional-Compliance Period	Penalty Rate (INR)	One time cure Period	Penalty Rate for Cure Period (INR)
1	Refurbishment / renovation/ fixing up of damages/ undertaking scheduled maintenance activity as per the suppliers requirement etc. for entrance arch, boardwalk, grit flooring, paver blocks, granite pathway, information signage, pond edge stone, blue green infrastructure, HPL Board cladding, Roof structure, etc.	As per approved maintenance manual / requirement	1 Month (Periodic maintenance)	25,000 / Day#	1 Month (Periodic maintenance)	50,000 / Day#
2	Painting, polishing, grouting, cracks of all internal and external built forms including all activities of refurbishment/	Once in 6 months	1 Month (Periodic maintenance)	25,000 / Day#	1 Month (Periodic maintenance)	50,000 / Day#

Sl. No	Service Level Requirement	Min Requirement Period	Additional-Compliance Period	Penalty Rate (INR)	One time cure Period	Penalty Rate for Cure Period (INR)
	renovation, etc. excluding any structural works.					
3	Regular Maintenance/ Repair/ Refurbishment / Replacement of Monobloc or open well submersible pumpset along with its accessories.	1 Time / week	1 Day	2000/Day	1 Day	4000/Day
4	All Electrical Installations, Electrical Equipment's shall be functional	1 Time / week	1 Day	2000/Day	1 Day	4000/Day

Maximum of amount specified, or actual damage as suffered by the Authority shall be the penalty rate for the specified line item. The decision of the Authority will be final and binding on the Concessionaire.

Note:

i. In addition to the above maintenance standards, additional compliance period or Cure Period is subject to revision by the Authority to ensure effective O&M at its discretion without any legal/ financial implication to the Authority.

ii. Authority shall levy penalty based on the above-mentioned rates or as per actual loss suffered, whichever is higher.

iii. The above non-performance levels shall be computed on Monthly basis for monitoring the performance of the Concessionaire.

In the event that the Concessionaire fails to repair or rectify any defect or deficiency set forth under the service level agreement within the standard repair period specified therein (hereinafter referred to as "**Minimum Requirement Period**"), notice shall be given by the Authority at the expiry of the Minimum Requirement Period as per this Annexure 4 of Schedule C granting an additional repair period along with imposition of appropriate penalty mentioned in this Schedule C- Annexure 4 of this Agreement for the rectification of the defect (hereinafter referred to as "**Additional-Compliance Period**"). If the defect is not fixed within the specified Additional-Compliance Period, the Authority will send a second notice to the Concessionaire at the expiration of the Additional-Compliance Period, providing a one-time Cure Period to rectify the defect. The duration of the Cure Period shall be as per Minimum Required Period, or any further extension as determined by the Authority. If the defects are not remedied by the end of the aforementioned Cure Period, the same shall be considered as an event of default and the Authority may at its discretion rectify the defects at the expense of the Concessionaire. If the Concessionaire fails to rectify the defects three times in continuous period of 365 (Three hundred and sixty-five) days, the Authority shall have the right to terminate this Agreement, without prejudice to any other remedies available to the Authority under this Agreement or under any Applicable Law. Written permission from the Authority shall be required in the event of any extraordinary circumstances. If the Concessionaire fails to comply with the service level agreement and this results in any financial loss to the Authority, Concessionaire shall be responsible for rectifying the Damages at actual costs. The decision of the Authority shall be final and binding on the Concessionaire.

13. ANNEXURE 5: MINIMUM MANPOWER REQUIREMENT

S. No	Category	Nos/ Day
1	Estate Officer/ Manager	1
2	Watchman (24 Hours)	8
3	Sweeper	14
4	Gardner	3
5	Electrician	1
6	Plumber	1
7	Housekeeping Staff - Hardscape	8
8	Housekeeping Staff – Built-up Area	2
9	Housekeeping Staff - Toilet	4
	Note: Other experts including Horticulture, Landscape architect, pest control expert, gardner etc. as required for the effective O&M and other terms and conditions of the agreement shall be assessed by the Concessionaire and be deployed at the cost of the Concessionaire without any financial implication on the Authority.	

i. The Concessionaire shall deploy an estate officer (Manager or above) who shall be either a nodal officer for overall management of entire operation, personnel and ensure different standards of service/operation to be performed under the Scope of Project.

ii. Concessionaire shall provide the above minimum manpower to efficiently and effectively manage the facility. However, Concessionaire shall be responsible to maintain the service levels as required and shall be liable to deploy additional manpower as per the requirement to fulfil the Scope of Project for the Concessionaire.

iii. In case any category of staff is required on a 24 X 7 basis availability, the same shall be conveyed to the Concessionaire during the Concession Period and as required from time to time.

iv. The payment for such manpower shall be in accordance with the provisions of Minimum Wages (Tamil Nadu) Rules, 1953.

v. The impact of additional requirement of manpower for reliever, night shift, leaves and off

days shall be taken into account by the agency while determining the cost of respective category of manpower.

vi. During day shift the total no. of manpower deployed should not be less than the minimum manpower specified in the table, at all times.

vii. Police verification of the manpower deployed by the Concessionaire should be complete and must be shared with the Authority upon request.

viii. The Authority shall verify the information/status of deposit of EPF and ESI done by the Concessionaire for the deployed manpower every month on random basis.

ix. The Concessionaire is prohibited from employment of child labor in accordance with the Applicable law.

x. The Concessionaire is required to comply with all Applicable Laws.

14. ANNEXURE 6: MINIMUM MACHINERY REQUIREMENT

S. No.	Category	Nos/ Day
1	Power sprayer	1
2	Rocket sprayer	1
3	Chain saw	1
4	Hedge trimmer	1
5	Lawn Mower (Petrol version)	2
6	Bush trimmer	1
	Note: *Other experts including Horticulture, Landscape architect, pest control, etc. as required for the effective operation and maintenance.*	

15. ANNEXURE 7: DEDUCTION FOR NON-PERFORMANCE

S.No	Description	Permissible downtime	Additional permissible downtime	Deduction recovery to be affected during additional permissible downtime	Downtime threshold (cure Period)	Penalty Rate for Cure Period (INR)
1	All Electrical Installations, Electrical Equipment's shall be functional	0%	2%	INR 2,000 / for every 0.50%	4%	INR 4,000 / for every 0.50%
2	All Toilets, Urinals and Plumbing equipment's / fittings / pipeline etc.	0%	2%	INR 2,000 / for every 0.50%	4%	INR 4,000 / for every 0.50%
3	Availability Passenger facilities & amenities like Drinking Water, Seating facility, Parking lots, childcare, first aid facilities, other essential User facilities and amenities, etc.	0%	2%	INR 2,000 / for every 0.50%	4%	INR 4,000 / for every 0.50%
4	Availability of required manpower / machinery / other resources as per minimum	0%	2%	Actual Loss / 150% of cost of resource which ever is higher	5%	Actual Loss / 200% of cost of resource which

S.No	Description	Permissible downtime	Additional permissible downtime	Deduction recovery to be affected during additional permissible downtime	Downtime threshold (cure Period)	Penalty Rate for Cure Period (INR)
	deployment schedule					ever is higher
5	CCTV & Public Information System or any security service	0%	2%	INR 10,000 / for every 0.50%	5%	INR 20,000 / for every 0.50%
UG TANKS & WATER SUPPLY (As per Scope of Project)						
1	To be assessed on as-is condition, reported and maintained to the satisfaction of the Authority. The penalty shall be decided by the Authority.					
SW DRAIN AND SEWAGE SYSTEM						
1	To be assessed on as-is condition, reported and maintained to the satisfaction of the Authority. The penalty shall be decided by the Authority.					

Note:

i. In addition to the above maintenance standards, additional compliance period or Cure Period is subject to revision by the Authority to ensure effective O&M at its discretion without any legal/ financial implication to the Authority.

ii. Authority shall levy penalty based on the above-mentioned rates or as per actual loss suffered, whichever is higher.

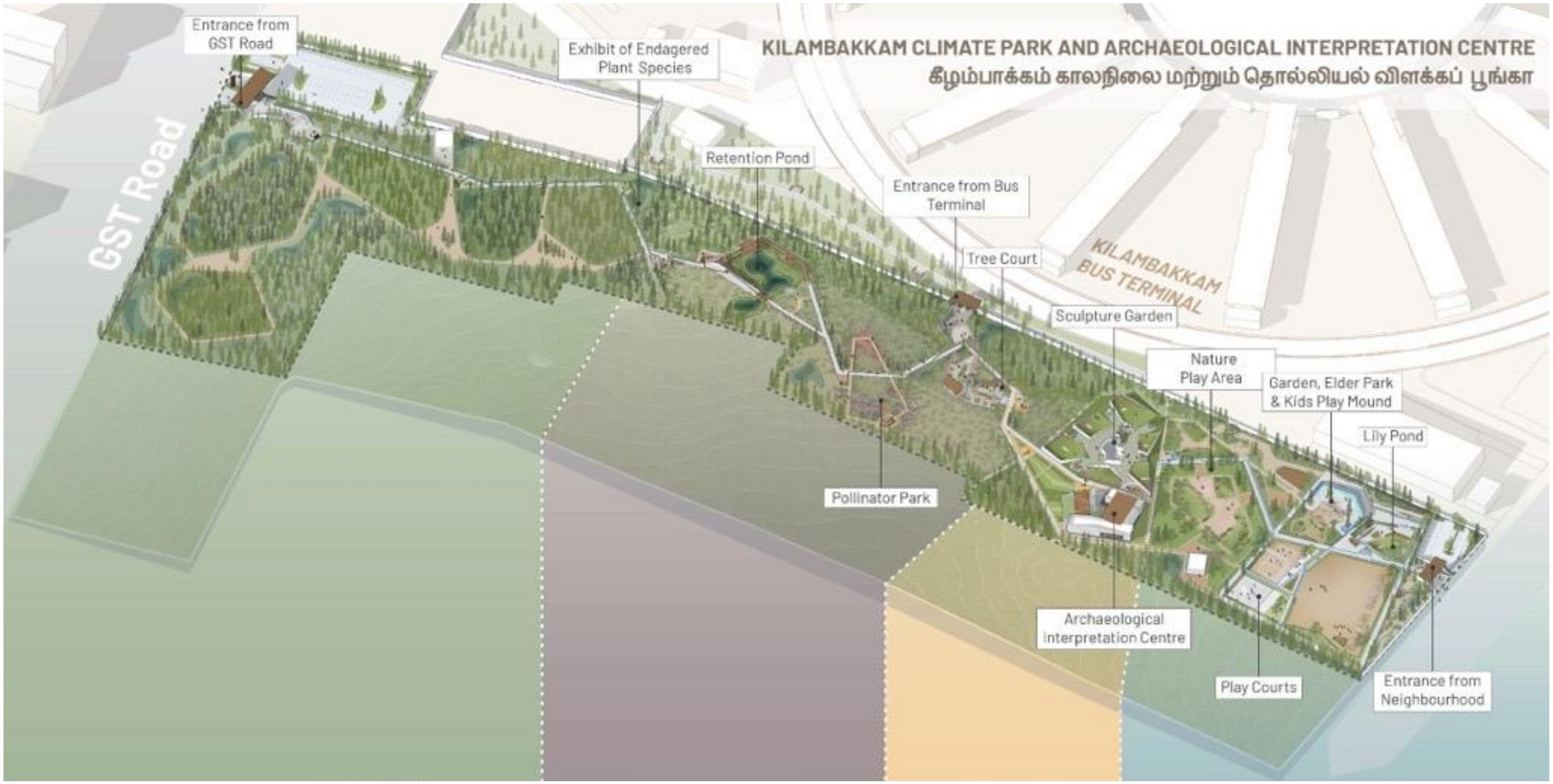
iii. The above non-performance levels shall be computed on Monthly basis for monitoring the performance of the Concessionaire.

In the event that the Concessionaire fails to repair or rectify any defect or deficiency set forth under the service level agreement within the standard repair period specified therein (hereinafter referred to as "**Minimum Requirement Period**"), notice shall be given by the Authority at the expiry of the Minimum Requirement Period as per Annexure 4 of Schedule C granting an additional repair period along with imposition of appropriate penalty mentioned in

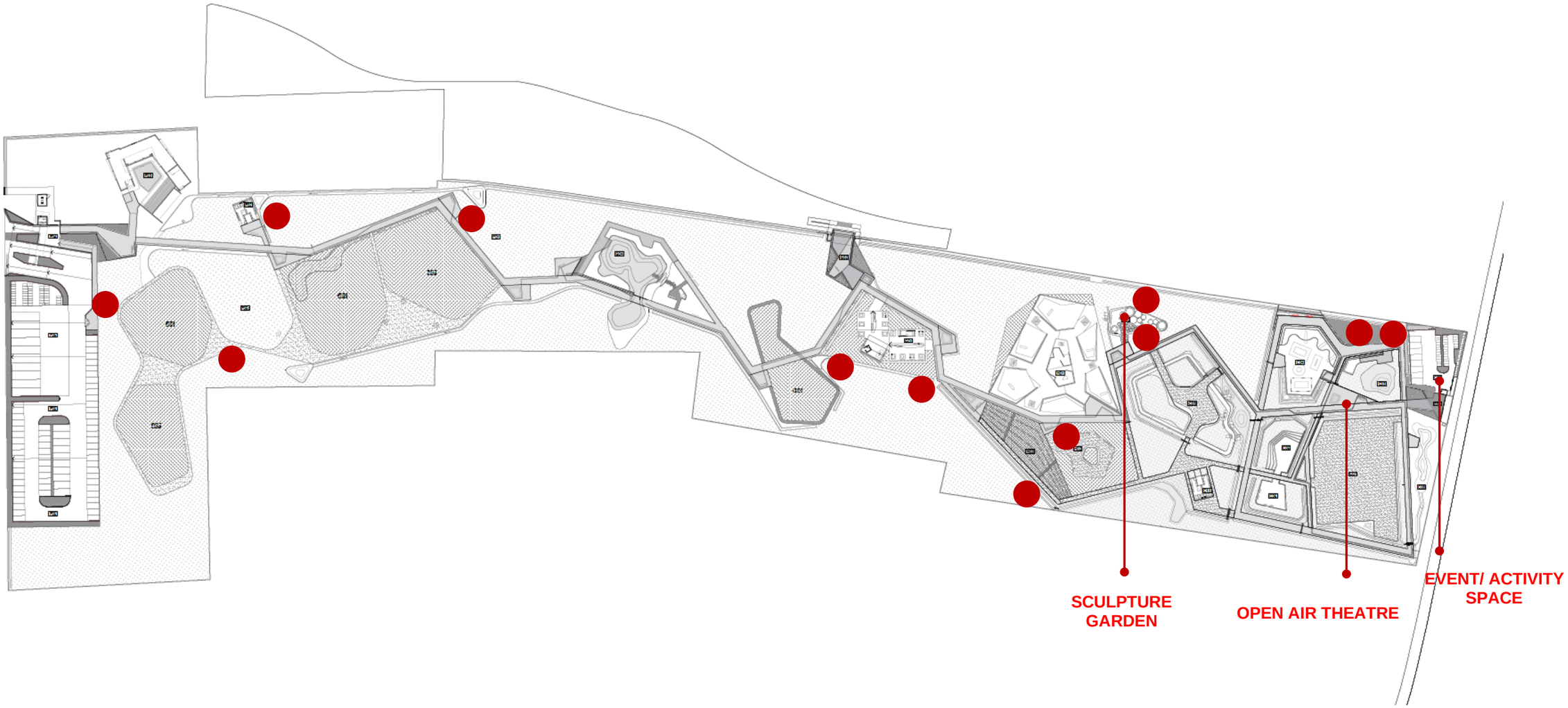
Schedule C- Annexure 4 of this Agreement for the rectification of the defect (hereinafter referred to as "**Additional-Compliance Period**"). If the defect is not fixed within the specified Additional-Compliance Period, the Authority will send a second notice to the Concessionaire at the expiration of the Additional-Compliance Period, providing a one-time Cure Period to rectify the defect. The duration of the Cure Period shall be as per Minimum Required Period, or any further extension as determined by the Authority. If the defects are not remedied by the end of the aforementioned Cure Period, the same shall be considered as an event of default and the Authority may at its discretion rectify the defects at the expense of the Concessionaire. If the Concessionaire fails to rectify the defects three times in continuous period of 365 (Three hundred and sixty-five) days, the Authority shall have the right to terminate this Agreement, without prejudice to any other remedies available to the Authority under this Agreement or under any Applicable Law. Written permission from the Authority shall be required in the event of any extraordinary circumstances. If the Concessionaire fails to comply with the service level agreement and this results in any financial loss to the Authority, Concessionaire shall be responsible for rectifying the Damages at actual costs. The decision of the Authority shall be final and binding on the Concessionaire.

SCHEDULE D: SCHEMATIC DRAWINGS

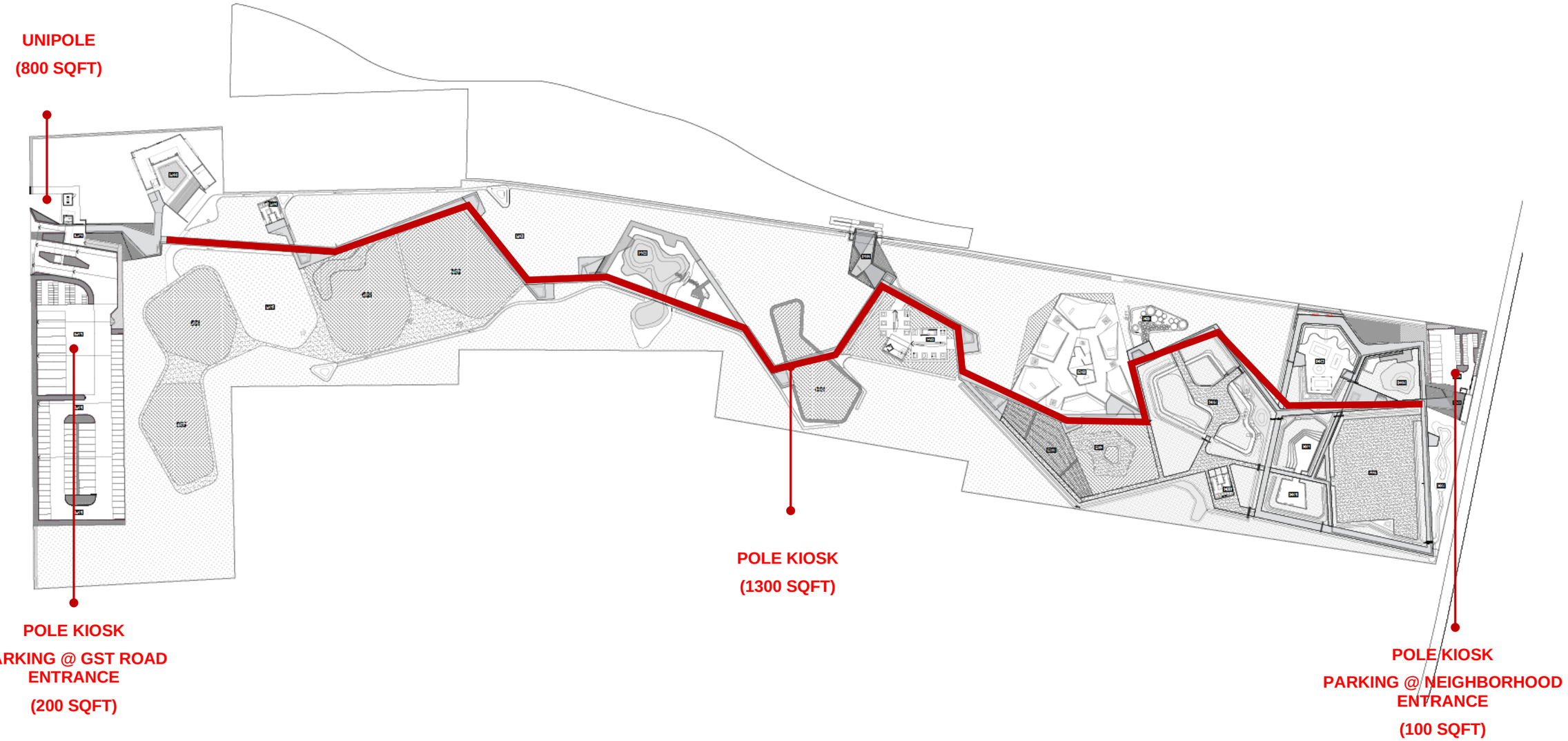
A. Kilambakkam Climate Park – Schematic Drawings



B. Kilambakkam Climate Park – Retail Stalls & Event Space location



C. Kilambakkam Climate Park – Advertisement space zoning



The tentative location and area specified above for the purpose of advertisement is subject to changes by Authority. However, the Concessionaire shall verify and get prior approval from Authority before implementation. Any variation in the same as instructed by the Authority shall not result in financial/ legal implication to the Authority.

SCHEDULE E: REVENUE COMPONENTS AND USER FEE

ANNEXURE 1: REVENUE COMPONENTS

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

List of Revenue Components

S.No	Particulars	Area (sft)
1	Retail shops - Kiosk (12 Stalls @ 65 Sq.ft. each)	780
2	Advertisement Space	2,400
3	Open Air Theatre	1No.
4	Sculpture Garden	1 No.
5	Event Space	1 No.
Parking		
	No. of 4-Wheeler Parking	82 Nos.
	No. of 2-Wheeler Parking	82 Nos.
	No. of Bus	10 Nos.

**Any changes to the same shall not be taken by Concessionaire without taking approval from Authority in writing*

ANNEXURE 2: REVENUE COMPONENTS AND USER FEE/CHARGES

A. User entry fee

i. General User Fee/ Entrance Fee of INR 40/ user/ entry shall be collected

ii. General Monthly pass shall be provided for daily Users INR 500/user/Month

iii. User Fee for senior citizens and children below 10 years shall be charged at 50% of general User Fee/ general monthly pass.

iv. The Concession Fee shall be escalated at 15% every three years and rounded off to nearest multiples of 5. The above fee is inclusive of all taxes.

B. Retail shops

i. The User Fee for the retail shop shall be fixed as per the market rate by the Concessionaire.

C. Parking

S. No	Category	Unit	Amount
1	Parking Rate 2W	INR / 3 Hours	10
2	Parking Rate 4W	INR / 3 Hours	30
3	Parking Rate Bus	INR/ 3 Hours	100

Note: User Fee for parking shall be escalated at 15% every three years and rounded off to nearest multiples of 5. The above fee is inclusive of all taxes.

D. Event space

The User Fee for events at designated space shall be fixed as per the market rate by the Concessionaire.

E. Advertisement

The User Fee for advertisement shall be fixed as per the market rate by the Concessionaire.

SCHEDULE F: STOCK LEVEL OF SUPPLY FOR OPERATION AND MAINTENANCE

Stock level for all the manure, pesticides, equipment's/ materials for landscape maintenance, housekeeping materials, replaceable and consumables for all the Machineries, Housekeeping / Maintenance Machineries, Diesel, Oil, Common Spares, safety equipment etc., shall be sufficiently maintained at Site. Following are the guidelines which shall be ensured by the Concessionaire for effective operations & maintenance of Site.

A. Upon receipt of LoA before execution of this Agreement the Concessionaire shall prepare a check list for all the materials for effective operations of Climate Park and get necessary approval from Authority.

B. The check list shall contain the material specification, requirement / consumption per day or any specific timeline, lead period, minimum stock level, reorder level or any other detail as required by Authority shall be detailed.

C. The check list of materials shall be updated on quarterly basis during first year of operation and on yearly basis from Year 2 or as and when required by the Authority. The check list after getting approval of Authority shall be kept in Site and shall be adhered always.

D. For any material stock levels shall be calculated as follows:

    i. Minimum Stock Level – Two times of lead or delivery time from order date

    ii. Reorder Level – Three times of lead or delivery time from order date

E. Notwithstanding the remedy provided under Clause 12.5 of this Agreement, any loss or Damages or inconvenience or non-adherence to maintenance standards due to non-maintenance of minimum stock level or non-availability of material, the Authority has the discretion to levy a penalty amounting to maximum of INR 10,000 per instance or actual loss or Damages suffered by Authority. Decision of Authority shall be final and binding on the Concessionaire.

F. Authority shall modify or make changes or add specifications / requirement in the above methodology as and when required to ensure adherence with maintenance standards or

service level agreement or any other terms of this RFP or this Agreement shall not have any financial or any other implication on the Authority.

G. Cash procurement of materials shall be avoided, all the procurement shall be accounted and made as per Good Industry Practice.

H. Details of all the material suppliers shall be disclosed along with work orders at the request of the Authority.

I. Adequate test shall be undertaken by the Concessionaire for all the material procured to ensure the desired quality and safety standards, authenticity etc. before usage of same.

J. It shall be the responsibility of the Concessionaire to keep safe custody of all the materials at Site and to maintained adequate stock level and to ensure efficient and effective disposal of all the operations & maintenance and other requirements of Site as per the RFP or this Agreement.

SCHEDULE G: APPLICABLE PERMITS

(i) The Concessionaire shall obtain/renew, as required under Applicable Laws, the O&M related Applicable Permits/approvals on or before the commencement of Trial Period.

(ii) All the O&M renewal approvals shall be obtained in advance by the Concessionaire.

(iii) Any delay in procuring the O&M approvals shall be deemed as a violation of the Applicable Law.

(iv) In the event of such delay, a penalty shall be imposed as determined by the Authority, which shall not be less than twice the cost of the approval. The decision of the Authority in this regard shall be final and binding.

(v) Furthermore, if the delay exceeds a period equivalent to 10 % of the licence period, the Concession Agreement shall stand terminated.

SCHEDULE H: PERFORMANCE SECURITY

To,

<Insert Designation and Address of the Municipality>

WHEREAS:

(A.) _____(the "**Concessionaire**") and _____, Chennai Metropolitan Development Authority (the "**Authority**") have entered into a Concession Agreement dated _____ (the "**Agreement**") whereby the Authority has agreed to the Concessionaire undertaking Operation and Maintenance (O&M) of Climate Park at Kilambakkam on PPP Mode (the "Project") for an initial period of 5 (Five) years with an additional period of 5 (Five) years, if extended by the Authority at its sole discretion subject to satisfactory performance by the Concessionaire and upon fulfilment of all terms and conditions of this Agreement .

(B.) The Agreement requires the Concessionaire to furnish a Performance Security to the Authority in a sum of Rs. 50,00,000 (Rupees Fifty Lakhs Only) (the "**Guarantee Amount**") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Concession Period (as defined in the Agreement).

(C.) We, _____through our Branch at _____ (the "**Bank**") have agreed to furnish this Bank Guarantee by way of Performance Security (the "**Guarantee**").

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees and undertakes to pay to the Authority upon occurrence of any failure or default in due and faithful performance of all or any of the Concessionaire's obligations, under and in accordance with the provisions of the Agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums up to an aggregate sum of the Guarantee Amount

as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an Officer not below the rank of _____ in the Chennai Metropolitan Development Authority, that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the Concession Period under the Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Concessionaire, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Concessionaire for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Concessionaire and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Concessionaire before presenting to the Bank its demand under this Guarantee.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Concessionaire contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Concessionaire, and either to enforce

or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation 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 Concessionaire or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Concessionaire under the Agreement.

7. Notwithstanding anything contained herein, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee shall be unconditional and irrevocable and will remain in force throughout the Concession Period and until the expiry of 6 months after Concession Period and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Performance Security shall be released within 6 (Six) months after the expiry of Concession Period provided the Concessionaire is not in breach of this Agreement. Upon request made by the Concessionaire for release of the Performance Security along with the particulars required hereunder, duly certified by a Statutory Auditor of the Concessionaire, the Authority shall release the Performance Security forthwith.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing and declares and warrants that it

has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive. The Bank shall also accept e-mail as a valid notice of claim by the Authority delivered to [insert e-mail id of the Bank]

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect until the expiry of 6 (Six) months after the expiry of Concession Period or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this ……. day of ….. 20…… at ……

SIGNED AND DELIVERED

For and on behalf of the **BANK** by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

(i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

(ii) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

SCHEDULE I: SAFETY REQUIREMENTS

1. Guiding principles

1.1 Safety Requirements aim at reduction in injuries, loss of life and damage to property resulting from accidents on or about the Project, irrespective of the person(s) at fault.

1.2 Users of the Project include motorized and non-motorized vehicles as well as pedestrians involved in, or associated with accidents.

1.3 Safety Requirements apply to all phases of O&M with emphasis on identification of factors associated with accidents, consideration of the same, and implementation of appropriate remedial measures.

1.4 Safety Requirements include measures associated with traffic management and regulation such as signs, pavement marking, traffic control devices, roadside furniture, design elements, enforcement and emergency response.

1.5 The Concessionaire shall, in accordance with Good Industry Practice, make adequate arrangements for safety during operation of roads forming part of the Project. For the avoidance of doubt, Good Industry Practice shall, for the purposes hereof, mean the safety requirements applicable to similar nature Projects undertaken through Public Private Partnership and as prescribed by the State Government.

2. Obligations of the Concessionaire

The Concessionaire shall abide by the following in so far as they relate to safety of the Users:

(a) Applicable Laws and Applicable Permits;

(b) Provisions of this Agreement;

(c) Relevant Standards/Guidelines and

(d) Good Industry Practice.

(e) Applicable guidelines, norms followed by TN Horticulture Department / relevant Departments.

SCHEDULE J: ESCROW AGREEMENT

THIS ESCROW AGREEMENT is entered into on this the**** day of ****20**

AMONGST

1. [*****Limited], a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at ******* (hereinafter referred to as the "**Concessionaire**" which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes);

2. **** (insert name and particulars of the Escrow Bank) and having its registered office at **** (hereinafter referred to as the "**Escrow Bank**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes); and

3. The **CHENNAI METROPOLITAN DEVELOPMENT AUTHORITY** represented by **Member Secretary** and having its principal offices at **'Thalamuthu-Natarajan Maaligai', No.1, Gandhi Irwin Road, Egmore, Chennai – 600 008** (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns).

WHEREAS:

A. The Authority has entered into a Concession Agreement dated _____with the Concessionaire (the "**Concession Agreement**") for Operation and Maintenance (O&M) of Climate Park at Kilambakkam for Chennai Metropolitan Development Authority on PPP Mode (the "**Project**") for an initial period of 5 (Five) years with an additional period of 5 (Five) years, if extended by the Authority at its sole discretion subject to satisfactory performance by the Concessionaire and upon fulfilment of all terms and conditions of the Concession Agreement.

B. The Concession Agreement requires the Concessionaire to establish an Escrow Account, inter alia, on the terms and conditions stated therein.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"**Agreement**" means this Escrow Agreement and any amendment thereto made in accordance with the provisions contained herein;

"**Concession Agreement**" means the Concession Agreement referred to in Recital (A) above and annexed hereto as Annex-A, and shall include all of its Recitals and Schedules and any amendments made thereto in accordance with the provisions contained in this behalf therein;

"**Cure Period**" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Concessionaire, and shall commence from the date on which a notice is delivered by the Authority or the lenders, as the case may be, to the Concessionaire asking the latter to cure the breach or default specified in such notice;

"**Escrow Account**" means an escrow account established in terms of and under this Agreement, and shall include the Sub-Accounts;

"**Escrow Default**" shall have the meaning ascribed thereto in Clause 6.1;

"**Parties**" means the parties to this Agreement collectively and "**Party**" shall mean any of the Parties to this Agreement individually;

"**Payment Date**" means, in relation to any payment specified in Clause 4.1, the date(s) specified for such payment; and

"**Sub-Accounts**" means the respective sub-accounts of the Escrow Account, into which the monies specified in Clause 4.1 would be credited every month and paid out if due, and if not due in a month, then appropriated proportionately in such month and retained in the respective sub-accounts and paid out therefrom on the Payment Date(s).

1.2. Interpretation

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

1.2.2. References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.3. The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, *mutatis mutandis*, to this Agreement.

2. ESCROW ACCOUNT

2.1. Escrow Bank to act as trustee

2.1.1. The Concessionaire hereby appoints the Escrow Bank to act as trustee for the Authority, and the Concessionaire authorizes the Escrow Bank to exercise such rights, powers, authorities and discretion as are specifically delegated to the Escrow Bank by the terms hereof together with all such rights, powers, authorities and discretion as are reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.

2.1.2. The Concessionaire hereby declares that all rights, title and interest in and to the Escrow Account shall be vested in the Escrow Bank and held in trust for the Authority, the lenders and the Concessionaire, and applied in accordance with the terms of this Agreement. No person other than the Authority, the lenders and the Concessionaire shall have any rights hereunder as the beneficiaries of or as third-party beneficiaries under this Agreement.

2.2. Acceptance of Escrow Bank

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Agreement. The Escrow Bank shall hold and safeguard the Escrow Account during the term of this Agreement and shall treat the amount in the Escrow Account as monies deposited by the Concessionaire or the Authority with the Escrow Bank. In performing its functions and duties under this Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for, the Authority and the Concessionaire or their nominees, successors or assigns, in accordance with the provisions of this Agreement.

2.3. Establishment and operation of Escrow Account

2.3.1. Within 60 (sixty) days from the date of this Agreement, and in any case prior to the commencement of Trial Run Period, the Concessionaire shall open and establish the Escrow Account with the ……. (name of Branch) Branch of the Escrow Bank. The Escrow Account shall be denominated in Rupees.

2.3.2. The Escrow Bank shall maintain the Escrow Account in accordance with the terms of this Agreement and its usual practices and Applicable Laws and pay the maximum rate of interest payable to similar customers on the balance in the said account from time to time.

2.3.3. The Escrow Bank and the Concessionaire shall, after consultation with the Authority, agree on the detailed mandates, terms and conditions, and operating procedures for the Escrow Account, but in the event of any conflict or inconsistency between this Agreement and such mandates, terms and conditions, or procedures, this Agreement shall prevail.

2.4. Escrow Bank's fee

The Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Escrow Bank and the Concessionaire. For the avoidance of doubt, such fee and expenses shall form part of the O&M Expenses and shall be appropriated from the Escrow Account in accordance with Clause 4.1.

2.5. Rights of the Parties

Save and except as otherwise provided in the Concession Agreement, the rights of the

Authority and the Concessionaire in the monies held in the Escrow Account are set forth in their entirety in this Agreement and the Authority, the lenders and the Concessionaire shall have no other rights against or to the monies in the Escrow Account.

3. DEPOSITS INTO ESCROW ACCOUNT

3.1. Deposits by the Concessionaire

3.1.1. The Concessionaire agrees and undertakes that it shall deposit into and/or credit the Escrow Account with:

(a) All monies received in relation to the Project from any source, including the working capital from lenders;

(b) All funds received by the promoters of the Concessionaire in relation to the Project, in any manner or form;

(c) All User Fee levied and collected by the Concessionaire and other revenues in respect of the Project such as sub-license fee, any form of advance from sub-license fee, deposits or capital receipts, as the case may be;

(d) All proceeds received pursuant to any insurance claims; and

(e) All payments, if any, by the Authority, after deduction of any outstanding payments.

3.1.2. The Concessionaire may at any time make deposits of its other funds into the Escrow Account, provided that the provisions of this Agreement shall apply to such deposits.

3.1.3. Any form of advance payment must be deposited into an Escrow Account and promptly transferred to a fixed deposit (FD) Account opened in the name of the Authority. Proof of deposit shall be submitted to the Authority immediately by the Concessionaire.

3.1.4. The interest on the FD shall be transferred to an Escrow Account and shall be utilised solely for meeting maintenance expenses.

3.1.5. The utilisation of advanced funds for maintenance or any other expenses is not permitted. Any violation shall amount to breach of this Agreement. The decision of the Authority shall remain final and binding.

3.2. Deposits by the Authority

The Authority agrees and undertakes that, as and when due and payable, it shall deposit into and/or credit the Escrow Account with:

(a) Any monies disbursed by the Authority to the Concessionaire, if any;

(b) All revenues collected by the Authority in exercise of its rights under the Concession Agreement, if any.

Provided that, notwithstanding the provisions of Clause 4.1.1, the Authority shall be entitled to appropriate from the aforesaid amounts, any amounts due and payable to it by the Concessionaire, and the balance remaining shall be deposited into the Escrow Account.

3.3. Interest on deposits

The Escrow Bank agrees and undertakes that all interest accruing on the balances of the Escrow Account shall be credited to the Escrow Account; provided that the Escrow Bank shall be entitled to appropriate therefrom the fee and expenses due to it from the Concessionaire in relation to the Escrow Account and credit the balance remaining to the Escrow Account.

4. WITHDRAWALS FROM ESCROW ACCOUNT

4.1. Withdrawals during Concession Period

4.1.1. At the beginning of every month, or at such shorter intervals as the Concessionaire in consultation with the Authority may by written instructions determine, the Escrow Bank shall withdraw amounts from the Escrow Account and appropriate them in the following order by depositing such amounts in the relevant Sub-Accounts for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and pay out therefrom on the Payment Date(s):

(a) All taxes and statutory payments due and payable by the Concessionaire for and in respect of the Project;

(b) Utility payments

(c) Annual Concession Fee due and payable to the Authority;

(d) Debt service payments for working capital as per the Financing Agreement;

(e) O&M expenses incurred or accrued including but not limited to vendor payments;

(f) All payments, penalties and Damages certified by the Authority as due and payable to it by the Concessionaire;

(g) Balance, if any, in accordance with the instructions of the Concessionaire.

4.1.2. No later than 60 (sixty) days prior to the commencement of each Accounting Year, the Concessionaire shall provide to the Escrow Bank, with prior written approval of the Authority, details of the amounts likely to be required for each of the payment obligations set forth in this Clause 4.1. The Concessionaire shall not in any manner modify the order of payment specified in Clause 4.1.1, except with the prior written approval of the Authority.

4.1.3.

4.1.4. The Escrow Account shall be audited by a Statutory Auditor appointed as per Clause 20.2 of the Concession Agreement.

4.2. Withdrawals upon Termination

4.2.1. Upon Termination of the Concession Agreement, all amounts standing to the credit of the Escrow Account shall, notwithstanding anything in this Agreement, be appropriated and dealt with in the following order:

(a) All taxes and statutory payments due and payable by the Concessionaire for and in respect of the Project;

(b) Utility payments;

(c) Annual Concession Fee due and payable to the Authority;

(d) Debt service payments for working capital as per the Financing Agreement;

(e) O&M expenses incurred or accrued including but not limited to vendor payments;

(f) All payments and Damages certified by the Authority as due and payable to it by the Concessionaire including annual Concession Fee;

(g) Retention and payments relating to the liability for defects and deficiencies set forth in the Concession Agreement;

(h) Any other payments required to be made under this Agreement; and

(i) Balance, if any, in accordance with the instructions of the Concessionaire:

Provided that no appropriations shall be made under Sub-clause (i) of this Clause 4.2 until a Vesting Certificate has been issued by the Authority under Schedule K.

4.2.2. The Concessionaire is prohibited from making any withdrawals for purposes other than covering operational and maintenance expenses during the Termination Notice period or in the event of Termination for a period of 6 (Six) months post effective date of Termination.

4.2.3. Any remaining funds after 6 months from the Termination of this Agreement will be transferred to the Concessionaire, provided that all operational and maintenance expenses, including but not limited to vendor payments and debts, incurred during the Concession Period have been paid.

4.3. Application of insufficient funds:

Funds in the Escrow Account shall be applied in the serial order of priority set forth in Clauses 4.1 and 4.2, as the case may be. If the funds available are not sufficient to meet all the requirements, the Escrow Bank shall apply such funds in the serial order of priority until exhaustion thereof.

4.4. Application of insurance proceeds

The proceeds from all insurance claims, except life and injury, shall be paid to the Authority by credit to the Escrow Account and the Concessionaire shall apply such proceeds for any necessary repair, reinstatement, replacement, improvement and delivery of the Project. If the Authority successfully recovers all losses through insurance proceeds, the remaining balance, if any, may be transferred to the Concessionaire through an Escrow Account.

5. OBLIGATIONS OF THE ESCROW BANK

5.1. Segregation of funds

Monies and other property received by the Escrow Bank under this Agreement shall, until used or applied in accordance with this Agreement, be held by the Escrow Bank in trust for the purposes for which they were received and shall be segregated from other funds and property of the Escrow Bank.

5.2. Notification of balances

The Escrow Bank shall 7 (seven) business days prior to each Payment Date (and for this purpose the Escrow Bank shall be entitled to rely on an affirmation by the Concessionaire as to the relevant Payment Dates), notify the Authority of the balances in the Escrow Account and Sub-Accounts as at the close of business on the immediately preceding business day.

5.3. Communications and notices

In discharge of its duties and obligations hereunder, the Escrow Bank:

(a) May, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Concessionaire upon a certificate signed by or on behalf of the Concessionaire;

(b) may, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;

5.4. No set off

The Escrow Bank agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Escrow Account. For the avoidance of doubt, it is hereby acknowledged and agreed by the Escrow Bank that the monies and properties held by the Escrow Bank in the Escrow Account shall not be considered as part of the assets of the Escrow Bank and being trust property, shall in the case of bankruptcy or liquidation of the Escrow Bank, be wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.

5.5. Regulatory approvals

The Escrow Bank shall use its best efforts to procure, and thereafter maintain and comply with, all regulatory approvals required for it to establish and operate the Escrow Account. The Escrow Bank represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Escrow Bank.

6. ESCROW DEFAULT

6.1. Escrow Default

6.1.1. Following events shall constitute an event of default by the Concessionaire (an "**Escrow Default**") unless such event of default has occurred as a result of Force Majeure or any act or omission of the Authority or the lenders:

(a) the Concessionaire commits breach of this Agreement by failing to deposit any receipts into the Escrow Account as provided herein.

(b) the Concessionaire causes the Escrow Bank to transfer funds to any account of the Concessionaire in breach of the terms of this Agreement.

(c) the Concessionaire commits or causes any other breach of the provisions of this Agreement.

6.1.2. Upon occurrence of an Escrow Default, the consequences thereof shall be dealt with under and in accordance with the provisions of the Concession Agreement.

7. TERMINATION OF ESCROW AGREEMENT

7.1. Duration of the Escrow Agreement

This Agreement shall remain in full force and effect so long as any sum remains to be advanced or is outstanding from the Concessionaire in respect of the working capital required by its lenders, or any of its obligations to the Authority remain to be discharged, unless terminated earlier by consent of all the Parties or otherwise in accordance with the provisions of this Agreement.

7.2. Substitution of Escrow Bank

The Concessionaire may, by not less than 45 (forty five) days prior notice to the Escrow Bank, and upon acceptance of the Authority, terminate this Agreement and appoint a new Escrow Bank, provided that the new Escrow Bank is acceptable to the Authority and arrangements are made satisfactory to the Authority for transfer of amounts deposited in the Escrow Account to a new Escrow Account established with the successor Escrow Bank.

The Termination of this Agreement shall take effect only upon coming into force of an Escrow Agreement with the substitute Escrow Bank.

7.3. Closure of Escrow Account

The Escrow Bank shall, at the instruction of the Authority on or after the payment by the Concessionaire of all outstanding amounts under the Concession Agreement, and upon

confirmation of receipt of such payments, close the Escrow Account and Sub- Accounts after 180 (One Hundred and Eighty) days from the Termination and/or expiry of this Agreement. Upon closure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated.

8. INDEMNITIES

8.1. General indemnity

8.1.1. The Concessionaire will indemnify, defend and hold the Authority, Escrow Bank and the working capital lenders, harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits. The indemnity shall not exceed the Total Project Cost. The limitation hereunder shall not apply to any or all liabilities in respect of third parties. The Parties agree that the Concessionaire's liability will be uncapped in case of any liabilities arising due to: (a) any amount payable as indemnity to the Authority due to its acts or omissions or fraud, gross negligence and willful misconduct; (b) breach of any Applicable Laws or any Applicable Permits; (c) any claims or loss on account of Intellectual Property rights violation by the Concessionaire; (d) any personal bodily injury or death of any person caused by, arising out of or in connection with its performance of this Agreement; or (e) any loss of or physical damage to property of the Authority or any third part by Concessionaire

8.1.2. The Authority will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire’s obligations under the Concession Agreement or this Agreement other than any loss, damage, cost and expense arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents. The indemnity shall not exceed the annual maintenance cost of the Project.

8.1.3. The Escrow Bank will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfil its obligations

under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents.

8.2. Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 8.1 or in respect of which it is entitled to reimbursement (the "**Indemnified Party**"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

9. DISPUTE RESOLUTION

9.1. Dispute resolution

9.1.1. Any dispute, difference or claim arising out of or in connection with this Agreement, which is not resolved amicably, shall be decided finally by reference to arbitration to a Board of 3 (three) Arbitrators comprising one nominee of each Party to the dispute, and such nominees shall elect another person to such Board. Such arbitration shall be held in accordance with the Nani Palkhivala Arbitration Centre, Chennai (the "Rules") or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.

9.1.2. The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The place of arbitration shall be Chennai and the language of arbitration shall be English.

10. MISCELLANEOUS PROVISIONS

10.1. Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in Chennai shall have jurisdiction over all matters arising out of or relating to this Agreement.

10.2. Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

(d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

10.3. Priority of agreements

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

10.4. Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorized representatives of the Parties.

10.5. Waiver

10.5.1. Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

(a) Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(b) shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and

(c) shall not affect the validity or enforceability of this Agreement in any manner.

10.5.2. Neither the failure by any Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by any Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

10.6. No third-party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

10.7. Survival

10.7.1. Termination of this Agreement:

(a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive Termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

10.7.2. All obligations surviving the cancellation, expiration or Termination of this Agreement shall only survive for a period of 3 (three) years following the date of such Termination or expiry of this Agreement.

10.8. Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other

instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 10.1 of this Agreement or otherwise.

10.9. Successors and assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

10.10. Notices

All notices or other communications to be given or made under this Agreement shall be in writing and shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number and e-mail are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on a business day, or on a day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

10.11. Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

10.12. Authorized representatives

Each of the Parties shall, by notice in writing, designate their respective authorized representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorized representative by similar notice.

10.13. Original Document

This Agreement may be executed in four counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

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

SIGNED AND DELIVERED For and on behalf of THE **AUTHORITY** by:	**SIGNED AND DELIVERED** For and on behalf of THE **CONCESSIONAIRE** pursuant to the resolution passed by the Board of Directors of the Concessionaire at its meeting held on the …… day of 2025…… in the presence of ……....……, Director, who has signed these presents in token thereof and ……, Company Secretary / Authorized Officer who has countersigned the same in token thereof
(Signature) (Name) (Designation)	(Signature) (Name) (Designation)

SCHEDULE K: VESTING CERTIFICATE

VESTING CERTIFICATE

1. The _____, <Insert Name> Municipality (the **"Authority"**) refers to the Concession Agreement dated ******(the **"Agreement"**) entered into between the Authority and ****** (the **"Concessionaire"**) for undertaking the Operation and Maintenance (O&M) of Climate Park at Kilambakkam for Chennai Metropolitan Development Authority on PPP Mode (the "Project") for an initial period of 5 (Five) years with an additional period of 5 (Five) years, if extended by the Authority at its sole discretion subject to satisfactory performance by the Concessionaire and upon fulfilment of all terms and conditions of this Agreement.

2. The Authority hereby acknowledges compliance and fulfilment by the Concessionaire of the Divestment Requirements set forth in the Agreement on the basis that upon issue of this Vesting Certificate, the Authority shall be deemed to have acquired, and all title and interest of the Concessionaire in or about the Project shall be deemed to have vested unto the Authority, free from any encumbrances, charges and liens whatsoever.

3. Notwithstanding anything to the contrary contained hereinabove, it shall be a condition of this Vesting Certificate that nothing contained herein shall be construed or interpreted as waiving the obligation of the Concessionaire to rectify and remedy any defect or deficiency in any of the Divestment Requirements and/or relieving the Concessionaire in any manner of the same.

Signed this **** day of ****, 20 at [****]

SIGNED AND DELIVERED For and on behalf of THE **AUTHORITY** by:	**SIGNED AND DELIVERED** For and on behalf of THE **CONCESSIONAIRE** pursuant to the resolution passed by the Board of Directors of the Concessionaire at its

	meeting held on the …… day of 2025…… in the presence of ……....……, Director, who has signed these presents in token thereof and ……, Company Secretary / Authorized Officer who has countersigned the same in token thereof
(Signature) (Name) (Designation)	(Signature) (Name) (Designation)

SCHEDULE L: NATIONAL POLICY ON SAFETY, HEALTH AND ENVIRONMENT AT WORKPLACE

PREAMBLE

1.1 The Constitution of India provide detailed provisions for the rights of the citizens and also lays down the Directive Principles of State Policy which set an aim to which the activities of the state are to be guided.

1.2 These Directive Principles provide

(a) for securing the health and strength of employees, men and women;

b) that the tender age of children are not abused;

c) that citizens are not forced by economic necessity to enter avocations unsuited to their age or strength;

d) just and humane conditions of work and maternity relief are provided; and

e) that the Government shall take steps, by suitable legislation or in any other way, to secure the participation of employee in the management of undertakings, establishments or other organisations engaged in any industry.

1.3 On the basis of these Directive Principles as well as international instruments, Government is committed to regulate all economic activities for management of safety and health risks at workplaces and to provide measures so as to ensure safe and healthy working conditions for every working man and woman in the nation. Government recognizes that safety and health of workers has a positive impact on productivity and economic and social development. Prevention is an integral part of economic activities as high safety and health standard at work is as important as good business performance for new as well as existing industries.

1.4 The formulation of policy, priorities and strategies in occupational safety, health and environment at work places, is undertaken by national authorities in consultation with social partners for fulfilling such objectives. A critical role is played by the Government and the social partners, professional safety and health organizations in ensuring prevention and in also providing treatment, support and rehabilitation services.

1.5 Government of India firmly believes that without safe, clean environment as well as healthy working conditions, social justice and economic growth cannot be achieved and that safe and healthy working environment is recognized as a fundamental human

right. Education, training, consultation and exchange of information and Good Industry Practices are essential for prevention and promotion of such measures.

1.6 The changing job patterns and working relationships, the rise in self employment, greater sub-contracting, outsourcing of work, homework and the increasing number of employees working away from their establishment, pose problems to management of occupational safety and health risks at workplaces. New safety hazards and health risks will be appearing along with the transfer and adoption of new technologies. In addition, many of the well known conventional hazards will continue to be present at the workplace till the risks arising from exposure to these hazards are brought under adequate control. While advancements in technology have minimized or eliminated some hazards at workplace, new risks can emerge in their place which needs to be addressed.

1.7 Particular attention needs to be paid to the hazardous operations and of employees in risk prone conditions such as migrant employees and various vulnerable groups of employees arising out of greater mobility in the workforce with more people working for a number of employers, either consecutively or simultaneously.

1.8 The increasing use of chemicals, exposure to physical, chemical and biological agents with hazard potential unknown to people; the indiscriminate use of agro-chemicals including pesticides, agricultural machineries and equipment; industries with major accident risks; effects of computer controlled technologies and alarming influence of stress at work in many modern jobs pose serious safety, health and environmental risks.

1.9 The fundamental purpose of this National Policy on Safety, Health and Environment at workplace, is not only to eliminate the incidence of work related injuries, diseases, fatalities, disaster and loss of national assets and ensuring achievement of a high level of occupational safety, health and environment performance through proactive approaches but also to enhance the well-being of the employee and society, at large. The necessary changes in this area will be based on a co-ordinated national effort focused on clear national goals and objectives.

1.10 Every Ministry or Department may work out their detailed policy relevant to their working environment as per the guidelines on the National Policy.

2. GOALS:

The Government firmly believes that building and maintaining national preventive safety and health culture is the need of the hour. With a view to develop such a culture

and to improve the safety, health and environment at work place, it is essential to meet the following requirements:-

2.1 providing a statutory framework on Occupational Safety and Health in respect of all sectors of industrial activities including the construction sector, designing suitable control systems of compliance, enforcement and incentives for better compliance.

2.2 providing administrative and technical support services.

2.3. providing a system of incentives to employers and employees to achieve higher health and safety standards .

2.4 providing for a system of non-financial incentives for improvement in safety and health.

2.5. establishing and developing the research and development capability in emerging areas of risk and providing for effective control measures.

2.6. Focusing on prevention strategies and monitoring performance through improved data collection system on work related injuries and diseases.

2.7 Developing and providing required technical manpower and knowledge in the areas of safety, health and environment at workplaces in different sectors.

2.8 Promoting inclusion of safety, health and environment, improvement at workplaces as an important component in other relevant national policy documents.

2.9 Including safety and occupational health as an integral part of every operation.

3. OBJECTIVES:

3.1 The policy seeks to bring the national objectives into focus as a step towards improvement in safety, health and environment at workplace. The objectives are to achieve:-

a) Continuous reduction in the incidence of work related injuries, fatalities, diseases, disasters and loss of national assets.

b) Improved coverage of work related injuries, fatalities and diseases and provide for a more comprehensive data base for facilitating better performance and monitoring.

c) Continuous enhancement of community awareness regarding safety, health and environment at workplace related areas.

d) Continually increasing community expectation of workplace health and safety standards.

e) Improving safety, health and environment at workplace by creation of “green jobs” contributing to sustainable enterprise development.

4. ACTION PROGRAMME

For the purpose of achieving the goals and objectives mentioned in paragraphs 2 and 3 above, the following action programme is drawn up and where necessary time bound action programme would be initiated, namely:-

4.1. Enforcement

4.1.1 by providing an effective enforcement machinery as well as suitable provisions for compensation and rehabilitation of affected persons;

4.1.2 by effectively enforcing all Applicable Laws and regulations concerning safety, health and environment at workplaces in all economic activities through an adequate and effective labour inspection system;

4.1.3 By establishing suitable schemes for subsidy and provision of loans to enable effective implementation of the policy;

4.1.4 by ensuring that employers, employees and others have separate but complementary responsibilities and rights with respect to achieving safe and healthy working conditions;

4.1.5 by amending expeditiously existing laws relating to safety, health and environment and bring them in line with the relevant international instruments;

4.1.6 by monitoring the adoption of national standards through regulatory authorities;

4.1.7 by facilitating the sharing of best practices and experiences between national and international regulatory authorities;

4.1.8 by developing new and innovative enforcement methods including financial incentives that encourage and ensure improved workplace performance;

4.1.9 by making an enabling legislation on Safety, Health and Environment at Workplaces;

4.1.10 by setting up safety and health committees wherever deemed appropriate;

4.2 National Standards

4.2.1 by developing appropriate standards, codes of practices and manuals on safety, health and environment for uniformity at the national level in all economic activities consistent with international standards and implementation by the stake holders in true spirit;

4.2.2 by ensuring stakeholders awareness of and accessibility to applicable policy, documents, codes, regulations and standards;

4.3 Compliance

4.3.1 by encouraging the appropriate Government to assume the fullest responsibility for the administration and enforcement of occupational safety, health and environment

at workplace, provide assistance in identifying their needs and responsibilities in the area of safety, health and environment at workplace, to develop plans and programmes in accordance with the provisions of the Applicable Laws and to conduct experimental and demonstration Projects in connection therewith;

4.3.2 by calling upon the co-operation of social partners in the supervision of application of legislations and regulations relating to safety, health and environment at work place;

4.3.3 by continuous improvement of Occupational Safety and Health by systems approach to the management of Occupational Safety and Health including developing guidance on Occupational Safety and Health management systems, strengthening voluntary actions, including mechanisms for self-regulatory concept and establishing auditing mechanisms which can test and authenticate occupational safety and health management systems;

4.3.4 by providing specific measures to prevent catastrophes, and to co-ordinate and specify the actions to be taken at different levels, particularly in the industrial zones with high potential risks;

4.3.5 by recognising the best safety and health practices and providing facilitation for their adoption.

4.3.6 by providing adequate penal provisions as deterrent for violation of laws for the time being in force;

4.3.7 by encouraging all concerned to adopt and commit to “Responsible Care” and / or “Corporate Social Responsibility” to improve safety, health and environment at workplace performance;

4.3.8 by ensuring a suitable accreditation machinery to recognise institutions, professionals and services relating to safety, health and environment at workplace for uniformity and greater coverage as also authenticating safe management system;

4.3.9 by encouraging employers to ensure occupational safety and health management systems, establish them in efficient manner to improve workplace safety and health;

4.3.10 by specifically focusing on such occupational diseases like pneumoconiosis and silicosis; developing a framework for its prevention and control as well as develop technical standards and guidelines for the same;

4.3.11 by promoting safe and clean technology and progressively replacing materials hazardous to human health and environment;

4.4 Awareness

4.4.1 by increasing awareness on safety, health and environment at workplace through appropriate means;

4.4.2 by providing forums for consultations with employers' representatives, employees representatives and community on matters of national concern relating to safety, health and environment at work place with the overall objective of creating awareness and enhancing national productivity;

4.4.3 by encouraging joint labour-management efforts to preserve, protect and promote national assets and to eliminate injuries and diseases arising out of employment;

4.4.4 by raising community awareness through structured, audience specific approach;

4.4.5 by continuously evaluating the impact of such awareness and information initiatives;

4.4.6 by maximizing gains from the substantial investment in awareness campaigns by sharing experience and learning;

4.4.7 by suitably incorporating teaching inputs on safety, health and environment at work place in schools, technical, medical, professional and vocational courses and distance education programme;

4.4.8 by securing good liaison arrangements with the International organisations;

4.4.9 by providing medical criteria wherever necessary which will assure insofar as practicable that no employee will suffer diminished health, functional capacity, or life expectancy as a result of his work place activities and that in the event of such occupational diseases having been contracted, is suitably compensated;

4.4.10 by providing practical guidance and encouraging employers and employees in their efforts to reduce the incidence of occupational safety and health risks at their places of employment and to impress upon employers and employees to institute new programmes and to improve existing programmes for providing safe and healthful working conditions, requiring employers to ensure that workers and their representatives are consulted, trained, informed and involved in all measures related to their safety and health at work;

4.5 Research and Development

4.5.1 by providing for research in the field of safety, health and environment at workplace, including the social and psychological factors involved, and by developing innovative methods, techniques including computer aided Risk Assessment Tools, and

approaches for dealing with safety, health and environment at workplace problems which will help in establishing standards;

4.5.2 by exploring ways to discover latent diseases, establishing causal connections between diseases and work environmental conditions, updating list of occupational diseases and conducting other research relating to safety, health and environmental problems at workplace;

4.5.3 by establishing research priorities as per national requirements; exploring partnerships and improving communications with various national and international research bodies;

4.5.4 by ensuring a coordinated research approach and an optimal allocation of resources in Occupational Safety and Health sector for such purposes;

4.6 Occupational safety and health skills development

4.6.1 by building upon advances already made through employer and employee initiative for providing safe and healthy working conditions;

4.6.2 by providing for training programmes to increase the number and competence of personnel engaged in the field of occupational safety, health and environment at workplace;

4.6.3 by providing information and advice, in an appropriate manner, to employers and employees organisations, with a view to eliminating hazards or reducing them as far as practicable;.

4.6.4 by establishing occupational health services aimed at protection and promotion of health of employee and improvement of working conditions and by providing employee access to these services in different sectors of economic activities;

4.6.5 by integrating health and safety into vocational, professional and labour related training programmes as also management training including small business practices;

4.6.6 by adopting Occupational Safety and Health training curricula in workplace and industry programmes;

4.7 Data collection

4.7.1 by compiling statistics relating to safety, health and environment at work places, prioritising key issues for action, conducting national studies or surveys or Projects through governmental and non-governmental organisations;

4.7.2 by reinforcing and sharing of information and data on national occupational safety, health and environment at work place information amongst different stake holders through a national network system on Occupational Safety and Health;

4.7.3 by extending data coverage relevant to work-related injury and disease, including measures of exposure, and occupational groups that are currently excluded, such as self-employed people;

4.7.4 by extending data systems to allow timely reporting and provision of information;

4.7.5 by developing the means for improved access to information;

4.8 Review

4.8.1 An initial review and analysis shall be carried out to ascertain the current status of safety, health and environment at workplace and building a national Occupational Safety and Health profile.

4.8.2 National Policy and the action programme shall be reviewed at least once in five years or earlier if felt necessary to assess relevance of the national goals and objectives.

5. Conclusion

5.1 There is a need to develop close involvement of social partners to meet the challenges ahead in the assessment and control of workplace risks by mobilising local resources and extending protection to such working population and vulnerable groups where social protection is not adequate.

5.2 Government stands committed to review the National Policy on Safety, Health and Environment at Workplace and legislations through tripartite consultation, improve enforcement, compilation and analysis of statistics; develop special programmes for hazardous operations and other focus sectors, set up training mechanisms, create nation-wide awareness, arrange for the mobilisation of available resources and expertise.

5.3 The National Policy and programme envisages total commitment and demonstration by all concerned stakeholders such as Government and social partners. Our goals and objectives will be that through dedicated and concerted efforts consistent with the requirements of safety, health and environment at workplace and thereby improving the quality of work and working life.