

CHENNAI METROPOLITAN DEVELOPMENT AUTHORITY (CMDA)

REQUEST FOR PROPOSAL (RFP)

OPERATION AND MAINTENANCE OF CLIMATE PARK AT KILAMBAKKAM FOR CHENNAI METROPOLITAN DEVELOPMENT AUTHORITY (CMDA) ON PPP MODE FOR A PERIOD OF 5 YEARS

[●]2025

Chennai Metropolitan Development Authority

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DISCLAIMER

The information contained in this Request for Proposal (hereinafter referred to as the "**RFP**") or any other information subsequently provided to the Bidders *(defined herein)* interested in applying for the award of 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 set forth in the Concession Agreement, pursuant to the provisions of this RFP in documentary form, by or on behalf of the Chennai Metropolitan Development Authority (CMDA) *(defined herein)* or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This RFP is not an agreement and is neither an offer nor invitation by CMDA or its consultants to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bid *(defined herein)* pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by CMDA in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for CMDA, its employees or advisors or consultants to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

expressed herein. CMDA, its employees and advisors or consultants make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages *(defined herein)*, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in the Bidding Process *(defined herein)*. It is further clarified that CMDA, its employees or advisors or consultants also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. CMDA may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that CMDA is bound to select the Selected Bidder *(defined herein)*for the Project and CMDA reserves the right to reject all or any of the Bid without assigning any reasons whatsoever. The Bidder(s) shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the CMDA, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and CMDA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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

that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

GLOSSARY

Bidders	As defined in Clause 1.1.1
Bids	As defined in Clause 1.2.1
Bid Due Date	As defined in Clause 1.1.7
Associate	As defined in Clause 2.2.8
Authority	As defined in Clause 1.1.1
Bidding Documents	As defined in Clause 1.1.6
Bidding Process	As defined in Clause 1.2.1
Concessionaire	As defined in Clause 1.1.2
Concession Agreement	As defined in Clause 1.1.2
Conflict of Interest	As defined in Clause 2.2.1 (b)
Financial Capacity	As defined in Clause 2.2.2 (B)
Government	Government of Tamil Nadu (GoTN)
GoI	Government of India
LOA	Letter of Award
Net Worth	As defined in Clause 2.2.3 (ii)
O&M	Operation and Maintenance
PPP	Public Private Partnership
Project	As defined in in the Disclaimer
Re. or Rs. or INR	Indian Rupee

RFP	As defined in the Disclaimer
Selected Bidder	As defined in Clause 1.1.1
Technical Capacity	As defined in Clause 2.2.2 (A)
Turnover	As defined in Clause 2.2.3 (ii)

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

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INTRODUCTION

1.1 Background

1.1.1 The **Chennai Metropolitan Development Authority (CMDA)** (hereinafter referred to as the "**Authority**") is a statutory body constituted under the Tamil Nadu Town and Country Planning Act, 1971. The Authority has been implementing several projects as part of the strategy propagated in the various master plans for Chennai Metropolitan Area. These projects include development of transport terminals, wholesale markets and other infrastructure projects.

CMDA has now developed a Climate Park and Archaeological Interpretation Park at the Site (*as defined in the Concession Agreement)*, which is a significant public infrastructure project developed at open space reserve (OSR) at an estimated cost of Rs. 15,20,00,000/- (Fifteen Crore and Twenty Lakhs only). This park is envisioned as a 'Climate Interpretation Park' will demonstrate the importance of region's native landscapes and blue-green infrastructure as nature-based solutions to address climate change in Chennai. The Climate Park and Archeological Interpretation Park promotes community education, history and awareness about the importance of Kilambakkam archaeological site and serves as a multi-functional infrastructure (the "**Climate Park")**. The said Climate Park will be operational shortly. Recognizing the need to operate and maintain the Climate Park and associated facilities/infrastructure the Authority intends to select a Bidder/Concessionaire, as the case may be, for 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 (the "**Concession Period")**, subject to satisfactory performance by the Concessionaire *(defined herein)* and upon fulfilment of all terms and conditions set forth in the Concession Agreement. The Concession Period shall commence from the Appointed Date.

The Authority intends to select suitable Bidders (referred to as "**Bidders**") for awarding the Project through a single stage two-cover Bidding Process, as defined in the Tamil Nadu Transparency in Tenders (Public Private Partnership Procurement) Rules, 2012,

and in accordance with the procedure outlined herein. The Bidder to whom the Project will be awarded shall be referred to as the "**Selected Bidder**".

Brief particulars of the Project are as follows:

S. No	Name of the Project	Site Area (in Acres)	Estimated Size of Project (In Sqm.)
1	Operation and Maintenance (O&M) of Climate Park at Kilambakkam for Chennai Metropolitan Development Authority on PPP Mode	16.90 acres	68,392

1.1.2 The Selected Bidder shall execute the Concession Agreement *(defined herein)* and shall be the concessionaire under the Concession Agreement (hereinafter referred to as the "**Concessionaire**") . The Concessionaire shall be responsible for the O&M of the Climate Park at the Site under and in accordance with the provisions of the concession agreement (hereinafter referred to as the "**Concession Agreement**") to be entered into between the Selected Bidder and the Authority in the form provided by the Authority as part of the Bidding Documents *(defined herein)* pursuant hereto. A 15 (Fifteen) day trial run period ("**Trial Run Period**") shall be initiated from 61st (Sixty first) day upon completion of all the conditions precedent in accordance with the Concession Agreement and the 16th (Sixteenth) day after the commencement of Trial Run Period shall be considered as the Appointed Date. For the purposes of the RFP, the Selected Bidder shall mean the Concessionaire who shall execute the Project as per the terms of the Concession Agreement.

1.1.3 The scope of services (the "**Scope of Services**") will broadly include the following, and is further detailed in Appendix V:

i. O&M of Climate Park at the Site throughout the Concession Period.

1.1.4 If any additional Project assets/ facilities are being created in the Climate Park upon the requirement and decision of the Authority, then the Authority shall bear the cost of the same and the Concessionaire shall be responsible for the O&M of the additional Project assets/facilities. In case the Concessionaire proposes to develop any additional Project asset/facilities the same shall be carried out at the cost of the Concessionaire. Upon the termination of the Project, the Concessionaire shall transfer the said Project assets/facilities to the Authority free of cost. The O&M of additional Project asset/facilities as aforementioned shall continue to be carried out by the Concessionaire at its cost.

ii. If any structural modifications are required to be made to the existing Project asset/facilities by the Concessionaire, the same shall be carried out at the cost of the Concessionaire with prior written approval of the Authority in conformity with Good Industry Practice and Applicable Laws as per the procedure outlined in the Concession Agreement.

iii. If any structural modifications are required to be made to the existing Project asset/facilities by the Authority, the same shall be carried out at the cost of the Authority without affecting the revenue of the Concessionaire and after completion of structural modifications, these Project assets/ facilities shall be handed over to the Concessionaire during the Concession Period. The Concessionaire shall be responsible for the O&M of such facility without any financial implication or claim on the Authority.

1.1.5 The assessment of actual costs of the Project shall be made by the Bidders.

1.1.6 The Concession Agreement sets forth the detailed terms and conditions for grant of the Concession for the Project to the Concessionaire, including the Concessionaire's Scope of Services and obligations pertaining to the Project (the "**Concession**").

1.1.7 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner, the Scope of Services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the Scope of Services. The Concession is to be awarded for the Project pursuant to this RFP or the terms thereof or herein contained. The RFP, any corrigendum, draft Concession Agreement, and other documents that shall be explicitly provided by the Authority for this Project as bidding documents, shall be collectively referred to as the "**Bidding Documents**".

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

1.2 Brief Description of Bidding Process

1.2.1 The Authority has adopted a single stage bidding process comprising of 2 (Two) covers (referred to as the "**Bidding Process**") for selection of the Bidder for award of the Project. The first cover (the "**Technical Proposal**") shall contain the eligibility and qualification criteria as prescribed in this RFP, of interested parties who shall make the Bid in accordance with the provisions of this RFP, and the second cover shall comprise of the financial proposals submitted by the Bidders for the Project ("**Financial Proposals**"). Both Technical and Financial Proposals (hereinafter collectively referred to as "**Bids**") shall be submitted simultaneously through online mode only through the e-procurement portal. The Financial Proposals of only those Bidders whose Technical Proposal are responsive to eligibility and qualification requirements as per this RFP shall be opened.

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

1.2.2 In the Technical Proposal, Bidders would be required to furnish all the details and information as specified in this RFP.

1.2.3 The Bid shall be valid for a period of not less than 180 (One Hundred Eighty) days or any extension thereof from the date specified in Clause 1.3 for submission of the Bid (the "**Bid Due Date**") and this period shall be referred to as the "**Bid Validity Period**".

1.2.4 A Bidder is required to deposit, along with its Bid, a bid security of Rs. 2,50,000/- (Rupees Two Lakhs and Fifty Thousand only) (the "**Bid Security**") by selecting the "**pay online**" option on Tamil Nadu Tenders portal. Bid Security shall be received only by way of online transfer from Tamil Nadu Tenders portal. The Bid Security of unsuccessful Bidders will be refunded automatically no later than 60 (Sixty) days after the expiration of the Bid Validity Period, including any extension thereof, or 60 (Sixty) days after the issue of the Letter of Award, whichever is earlier, except in the case of the Selected Bidder/Concessionaire whose Bid Security shall be retained till it has provided a Performance Security of Rs.50,00,000/- (Rupees Fifty Lakh only) in the manner prescribed under the Concession Agreement (the "**Performance Security**"). The Bid shall be summarily rejected if it is not accompanied by the Bid Security. Prior to the submission of the Bid, the Bidders are advised to examine the Project in greater detail, and to carry out, necessary inspection of the Site at their cost, such studies as may be required and satisfy themselves before submitting their respective Bids for award of the Concession for the Project.

1.2.5 Bids are invited for the Project on the basis of the highest annual concession fee payable to the Authority in the base year (the "**Concession Fee**") offered by a Bidder for undertaking the Project. The Bidder shall quote the Concession Fee above the minimum reserve price of Rs 20,00,000/- (Rupees Twenty Lakhs only) per annum.

1.2.6 The Concession Period is pre-determined, as indicated in the draft Concession Agreement. The Concession Fee shall be payable by the Concessionaire on a quarterly basis from the 1st year of operation till the end of the Concession Period and shall increase by 15% (fifteen percent) every 3 (three) years over and above the last payable amount. The first quarterly payment of such Concession Fee shall be made by the Concessionaire on the date of signing the Concession Agreement. Thereafter, the Concession Fee shall be due and payable by the Concessionaire to the Authority within 15 (fifteen) days from the beginning of each quarter, throughout the Concession Period. The highest annual Concession Fee quoted above the minimum reserve price of Rs. 20,00,000/- (Rupees Twenty Lakhs only) per annum, shall constitute the sole criteria for evaluation of Bid. Subject to Clause 2.6 (Rejection of Bids), the Project will be awarded to the Bidder quoting the highest annual Concession Fee, above the minimum reserve price of Rs. 20,00,000/- (Rupees Twenty Lakhs only) per annum, in the base year. The Concessionaire shall make payment of the annual Concession Fee through the Escrow Account as prescribed in the Concession Agreement. Goods & Service Tax (GST) if any applicable on the annual Concession Fee, whether payable by the Concessionaire or the Authority, shall be paid additionally by the Concessionaire.

In this RFP, the term "**Highest Bidder**" shall mean the Bidder who is offering the highest annual Concession Fee in the base year.

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

1.2.8 The Concessionaire shall, in consideration of the payment of the annual Concession Fee and rendering of services, be entitled to demand, collect, revise and appropriate user fee from the users of the Project (the "**User Fee**"), as provided under Appendix V of the RFP and as provided in the Concession Agreement. The Concessionaire shall provide at his own expense billboards on the Site for the purpose of advertisements at designated locations, preferably digital. The Concessionaire has the freedom to select the location of the advertisement within the designated location, provided that the Concessionaire has obtained the approval of the Authority. However, 10% (ten percent) of the advertisement's slots shall be reserved and dedicated for the Authority and/or GoTN free of cost.

1.2.9 Any queries or request for additional information concerning this RFP shall be submitted through e-mail to the officer designated below. The communications shall clearly bear the following identification/subject:

The Member-Secretary,
Chennai Metropolitan Development Authority.

Email: < mscmda@tn.gov.in >

Sub: **"Queries / Request for Additional Information: RFP the Operation and Maintenance (O&M) of Climate Park at Kilambakkam for Chennai Metropolitan Development Authority on PPP Mode** (the "**Project**").

1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

	Event Description	**Date**
1.	Date of issue of RFP	[●] 2025
2.	Last date for receiving queries	[●] 2025, 2 (Two) Weeks from date of issue of RFP.
3.	Pre-Bid conference	[●] 2025, up to 3pm at Chennai Metropolitan Development Authority, 'Thalamuthu-Natarajan Maaligai', No.1, Gandhi Irwin Road, Egmore, Chennai – 600008.
4.	The Authority response to queries	[●] 2025
5.	Bid Due Date and time	[●] 2025 upto 3.00 pm (as per website digital clock)
6.	Opening of Technical Proposal and time	[●] 2025@ 4pm **(as per website digital clock)** at Chennai Metropolitan Development Authority, 'Thalamuthu-Natarajan Maaligai', No.1, Gandhi Irwin Road, Egmore, Chennai – 600 008.
7.	Announcement of shortlisted Bidders as per Technical Proposals of the Bidders for the Project	To be notified
8.	Opening of Financial Proposals	To be notified
9.	Validity of Bids	180 days of Bid Due Date
10.	Issue of Letter of Award (LOA)	After selection of Selected Bidder
11.	Acknowledgement of LOA	Within 7 (seven) days of the issue of the LOA by Selected Bidder

	Event Description	**Date**
12.	Signing of Concession Agreement by the Selected Bidder	Within 30 days of issue of LOA

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

2 INSTRUCTION TO BIDDERS

A. GENERAL

2.1 Scope of Bid

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

2.1.2 Upon evaluation of the Technical Proposals, the Financial Proposals of the shortlisted Bidders shall be evaluated for the Project.

2.2 Eligibility of Bidders

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

a. The Bidder shall be a single Business Entity who shall operate and maintain the Project. For the purpose of this RFP, a "**Business Entity**" shall mean a company which is registered in India under the provisions of the Companies Act, 1956/2013 or Limited Liability Partnership (LLP) registered under the LLP Act, 2008.

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

i. the Bidder, or Associate *(defined herein)* (or any constituent thereof) and any other Bidder, or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder or an Associate thereof (or any shareholder thereof) having a shareholding of not more than 5 % (five per cent) of the issued and paid up share capital of such Bidder or Associate in the other Bidder or Associate has less than 5% (five per cent) of the issued and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in subsection (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the **"Subject Person"**) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub clause (bb) if the shareholding of such person in the intermediary is less than 25% (twenty five per cent) of the subscribed and paid up equity shareholding of such intermediary; or

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

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

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

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

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

In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "**Damages**"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

2.2.2 A Bidder must fulfil the following eligibility requirements under its Technical Proposal in order to evaluate the Financial Proposals:

The Bidder shall be a single Business Entity.

A. Technical Capacity: For demonstrating technical capacity and experience (the "**Technical Capacity")**, the Bidder shall, over the past 7 (Seven) financial years preceding the Bid Due Date, have paid for, or received payments for one Eligible Project with a minimum amount of Rs. 2,50,00,000/- (Two Crore and Fifty Lakhs only), in a financial year.

For the purpose of this RFP, Eligible Projects shall be defined as O&M including facility management of large parks, gardens, public spaces or other developments (commercial or retail development or Government establishments or mixed-use development) which has parks or playground or gardens etc. as part of the project, where the Bidder holds a minimum of 26% (twenty-six percent) shareholding in the Eligible Projects. For the purpose of evaluating Eligible Project for the Technical Capacity, if the Bidder participated in an Eligible Project as part of a consortium, the Bidder must have held at least 26% (twenty-six percent) of the issued and paid-up share capital in that consortium, and the value of the Eligible Project provided shall be proportionate to the Bidder's equity shareholding in that Eligible Project.

B. Financial Capacity: The Bidder shall:

B1. have a positive Net Worth *(defined herein)* at the close of the preceding financial year and,

B2: minimum average annual Turnover *(defined herein)* of Rs 2,50,00,000/- (Rupees Two Crores and Fifty Lakhs only) for last 3 (three) financial years (the "**Financial Capacity**").

All calculations shall be rounded of to 2 decimal places.

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

i. Certificate(s) from its statutory auditors[$] or the concerned client(s) stating the payments made / received or works commissioned, as the case may be, during the past 7 (seven) years in respect of the projects specified in Clause 2.2.2 (A) above. In case a particular job / contract has been jointly executed by the Bidder, it should further support its claim for the share in work done for that particular job / contract by producing a certificate from its statutory auditor or the client; and

ii. Certificate(s) from its statutory auditors specifying the Net Worth and Turnover of the Bidder, as at the close of the preceding financial year for last three financial years as the case may be, and also specifying that the methodology adopted for calculating such Net Worth and Turnover conforms to the provisions of this Clause. For the purposes of this RFP, net worth (the "**Net Worth**") shall mean the sum of subscribed and paid-up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders. For the purposes of this RFP, turnover (the "**Turnover**") shall mean the gross sales of the company and does not include other related income and non-operating income.

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

2.2.5 The Bidder or the directors of the Bidder shall not be black listed by the Ministry of Corporate Affairs (MCA) and shall not be disqualified in terms of the Companies Act, 2013.

2.2.6 Any entity which has been barred or disqualified either by the Authority or the GoTN, any other State Government in India (SG) or any Union Territory Administration in India (UT) or Government of India (GoI), or any of the agencies of SG/UT/GoI, or any entity controlled by the aforementioned authorities, from participating in any project (DBFOT or otherwise) and the bar subsists as on the date of Bid, would not be eligible to submit a Bid.

[$]In case duly certified audited annual financial statements containing explicitly the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.2.3 (i). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under this RFP.

2.2.7 A Bidder or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a liquidated damages of more than 5% (five percent) of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, by an arbitral or judicial Authority or a judicial pronouncement or arbitration award against the Bidder or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder or Associate. Provided, however that where a Bidder claims that its disqualification arising on account of any cause or event specified herein is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any wilful default or breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the O&M of the Project. The decision of the Authority is final, conclusive and binding on the Bidder.

2.2.8 In computing the Technical Capacity and/or Financial Capacity of the Bidder under Clause 2.2.2, the Technical Capacity and/or Financial Capacity of their respective Associates would also be eligible hereunder, and the experience of the Associate will only be considered to the extent of their equity shareholding in the Eligible Project.

For purposes of this RFP, Associate means, in relation to the Bidder a person who controls, is controlled by, or is under the common control with such Bidder (the "**Associate**"). As used in this definition, the expression "**control**" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law. It is clarified that a certificate from the statutory auditor who audits the book of accounts of the Bidder shall be provided to demonstrate that a person is an Associate of the Bidder.

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

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

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

2.2.10 The following provisions shall apply to persons from any country except for India:

a. Where, on the date of the Bid, 25% (twenty-five per cent) or more of the aggregate issued and paid up share capital in the Bidder is held by persons resident outside India or where a Bidder is controlled by persons resident outside India; or

b. if at any subsequent stage after the date of the Bid, there is an acquisition of 25% (twenty-five per cent) or more of the aggregate issued and paid up share capital or control, by persons resident outside India, in or of the Bidder.

The continued qualification of the Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final, conclusive and binding on the Bidder.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition. The Bidder shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

2.2.11 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (three) months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 3 (three) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business in their respective country.

2.2.12 This RFP is not transferable.

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

2.3 Change in Ownership

2.3.1 By submitting the Bid, the Bidder acknowledges that it meets the required Technical Capacity and Financial Capacity. The Selected Bidder shall not cause any change by more than 25% to its shareholding pattern as on the Bid Due Date, till the end of the Concession Period, without the prior written approval of the Authority. The Selected Bidder further acknowledges and agrees that the aforesaid obligation shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder.

2.4 Number of Bids and Cost thereof

2.4.1 No Bidder shall submit more than 1 (one) Bid for the Project.

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

2.5 Site Visit and Verification of Information

2.5.1 Bidders are encouraged to submit their respective Bids after visiting the Site and ascertaining and satisfying for themselves the Site conditions, location, surroundings, climate, availability of power, water & other utilities including access to Site, handling and storage of materials, weather data, Applicable Laws and regulations, extent of development and Project facilities at the Site and any other matter considered relevant by them for the O&M of the Project. It is clarified that Authority shall not be responsible for any discrepancy in this regard.

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

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

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

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

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

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

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

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

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

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

2.6 Right to Accept any Bid and to Reject any or all Bid

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

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

2.6.3 The Authority reserves the right to reject any Bid if:

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

If such disqualification/ rejection occurs after the Bid has been opened and the Selected Bidder gets disqualified/ rejected, then the Authority reserves the right to:

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

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

B. DOCUMENTS

2.7 Contents of the RFP

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

Invitation for Bidding Process

Section 1. Introduction

Section 2. Instructions to Bidders

Section 3. Evaluation of Bids

Section 4. Fraud & Corrupt Practices

Section 5. Pre-Bid Conference

Section 6. Miscellaneous

Appendices

I. Letter comprising the Technical Proposal

II. Power of Attorney for signing of Bid

III. Format of Financial Proposal

IV. Special Instructions to the Bidders for the e-submission of the bids online through E-Procurement Portal

V. Project Objectives and Scope of Services

VI. National policy on Safety, Health and Environment at workplace

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

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

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

2.7.5 The Bidder shall abide by the National policy on Safety, Health and Environment at workplace at Appendix VI.

2.8 Clarifications

2.8.1 Bidders requiring any clarification on the RFP may notify the Authority by e-mail in accordance with the stipulated address herein. The Bidders should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but not later than 2 (two) weeks prior to the Bid Due Date. The replies for queries will be consolidated and uploaded in the portal through corrigendum on website http://tntenders.gov.in. The prospective firms will have an opportunity to obtain clarification regarding the scope of the work, terms of reference, contract conditions and any other pertinent information. The clarification/amendments if any in the Pre – Bid conference will be published only on the Government website http://tntenders.gov.in.

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

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

2.9 Amendment of Bidding Documents

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

2.9.2 Any corrigendum thus issued will be uploaded on the appropriate website of the Authority. The Bidders are requested to check the website regularly.

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

C. PREPARATION AND SUBMISSION OF BID

2.10 Language

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

2.11 Format and signing of Bid

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

2.11.2 The Bidder must electronically submit soft copies of the Bid on the web portal: https://tntenders.gov.in. The Bidders are required to possess a Digital Signature Certificate (DSC) and are only allowed to submit Bids through the online platform provided in this RFP. Bid submitted through any other means will not be accepted. The Bid shall be typed or written in indelible ink as specified in the web portal as provided in Clause 2.12, and signed by the authorised signatory of the Bidder who shall also initial each page (including each appendix and annex) in blue ink or digitally signed as specified in the web portal. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

2.11.3 The Bid shall comprise of 2 (two) covers, the Technical Proposal and the Financial Proposal.

Technical Proposal:

The Technical Proposal shall consist of the following:

(a) Letter comprising the Technical Proposal, including documents in response to fulfilment of Technical Capacity and Financial Capacity, and supporting certificates/ documents;

(b) Power of Attorney for signing of Bid;

(c) Certified true copies of the constitutional documents of the company/LLP and

(d) Copies of Bidder's duly audited balance sheet and profit and loss account for the preceding 3 (three) years.

(item (a) to item (d) shall be collectively referred to as "**Technical Proposal**")

Financial Proposal:

The Financial Proposal shall comprise of financial offer and shall be submitted in the format given at Appendix-III ("**Financial Proposal**").

2.12 Submission and signing of Bid

2.12.1 The Bidder shall submit Technical Proposal and the Financial Proposal in the web portal: https://tntenders.gov.in and as provided in Appendix IV dealing with the Special Instructions to the Bidders for the e-submission of the bids online through E-Procurement Portal.

2.12.2 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

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

2.12.4 The time that is displayed from the server clock at the top of the tender portal, will be valid for all actions of requesting Bid submission in the e-procurement portal. The time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The Bidders should adhere to this time during Bid submission.

2.13 Bid Due Date

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

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

2.14 Late Bids

Bid received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.15 Contents of the Financial Proposal

2.15.1 The Financial Proposal shall be furnished in the format as provided at Appendix–III and shall consist of the annual Concession Fee to be quoted by the Bidder in the base year. The Bidder shall specify (in Indian Rupees) the annual Concession Fee offered by him to undertake the Project in accordance with this RFP and the provisions of the Concession Agreement.

2.15.2 The opening of Bids and acceptance thereof shall be in accordance with this RFP.

2.16 Modifications/ substitution of Bids

2.16.1 The Bidder may modify or substitute its Bid after submission, on the e-procurement portal prior to the Bid Due Date. No Bid shall be modified or substituted by the Bidder after the Bid Due Date. No Bidder shall be allowed to withdraw its Bid after Bid Due Date.

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

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

2.17 Validity of Bids

The Bids shall be valid for a period of not less than 180 (One Hundred Eighty) days from the Bid Due Date. The validity of Bids may be extended on the sole discretion of the Authority.

2.18 Confidentiality

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

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

2.19 Bid Security

2.19.1 The Bidder shall furnish as a part of its Bid, an interest-free Bid Security of Rs. 2,50,000/- (Rupees Two Lakhs and Fifty Thousand only) in the manner as specified in Clause 1.2.4.

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

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

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

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

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

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

(b) If a Bidder withdraws its Bid after submission but before opening of the Bid or if a Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and extended at the sole discretion of the Authority;

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

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

(ii) to sign the Concession Agreement; or

(iii) to furnish the Performance Security within the period prescribed therein in the Concession Agreement.

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

D. EVALUATION PROCESS

2.20 Opening and Evaluation of Technical Proposal

2.20.1 The Authority shall open the Bid as specified in Clause 1.3, on the Bid Due Date, and in the presence of the Bidders who choose to attend. Any Bid received subsequent to the time specified for receipt of Bids shall not be opened.

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

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

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

2.20.5 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bids without assigning any reasons.

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

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

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

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

2.20.10 Financial Proposal of those Bidders whose Technical Proposal has been found to be responsive and qualified, shall be opened and evaluated for selection of Selected Bidder in terms of Section 3.

2.21 Tests of responsiveness

2.21.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

a) it is received as per format at Appendix-I;

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

c) it is signed as stipulated in the web portal;

d) Bid Security has been paid;

e) it is accompanied by the Power of Attorney as specified herein;,

f) it contains all the information and documents (complete in all respects) as requested in this RFP;

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

h) it does not contain any condition or qualification; and

i) it is not non-responsive in terms hereof.

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

2.22 Clarifications

2.22.1 To facilitate evaluation of Bid, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.22.2 If a Bidder does not provide clarifications sought under the Clause above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

E. SELECTION OF BIDDER

2.23 Selection

The technically responsive Bidder whose Bid is adjudged as responsive in terms of Clause 2.21 and who quotes the highest annual Concession Fee in the base year, above the minimum reserve price of Rs. 20,00,000/- (Rupees Twenty Lakhs only) shall be declared as the Selected Bidder. In the event that the Authority rejects or annuls all the Bid, it may, in its discretion, invite all eligible Bidders to submit fresh Bid hereunder.

2.23.1 In the event that, two or more Bidders quote the same amount of Concession Fee (the "**Tie Bids**"), the Authority shall ask the tied Bidders to provide their best and final offer of the Financial Proposal and the Bidder offering the highest annual Concession Fee in the base year shall be adjudged as the Selected Bidder. In case the Authority again receives Tie Bids, then the Authority shall ask the Bidders to provide their best and final offer, and the most advantageous final offer shall be declared as the Selected Bidder.

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

2.23.3 In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in the aforementioned Clause, the Authority may, in its discretion, invite fresh Bids (the "**third round of bidding**") from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided.

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

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

2.24 Correspondence during Bid Evaluation

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

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

2.25 Bid Parameter

The Bidder who offers the highest annual Concession Fee, above the minimum reserve price of Rs. 20,00,000/- (Rupees Twenty Lakhs only) per annum in the base year shall be the Selected Bidder.

3 EVALUATION

3.1 Evaluation Parameters

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

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

a) Technical Capacity; and
b) Financial Capacity

3.2 Technical Capacity for Purposes of Evaluation

3.2.1 The Bidder should furnish the necessary details relating to Technical Capacity as per Clause 2.2.2(A) for the last 7 (seven) years consecutively immediately preceding the Bid Due date.

3.3 Details of Experience

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

3.4 Financial information for purposes of evaluation

3.4.1 The Bid must be accompanied by the audited annual reports of the Bidder for the last 3 (three) financial years, preceding the year in which the Bid is made.

3.4.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to the same effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the audited annual reports for 3 (three) years preceding the year for which the audited annual report is not being provided.

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

3.5 Short-listing of Bidders

3.5.1 The Technical Proposals shall be evaluated for all the Bids submitted in accordance with this RFP on the basis of whether they satisfy the criteria as per the eligibility Clause 2.2.2 set forth in this RFP.

3.5.2 Only Bidders whose satisfy the Technical Capacity and Financial Capacity will be eligible for further consideration of their Financial Proposal under the Bidding Process outlined in this RFP.

4 FRAUD AND CORRUPT PRACTICES

4.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

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

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

a) **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (c) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any

person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

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

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

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

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

5 PRE-BID CONFERENCE

5.1. A Pre-Bid conference of the interested parties shall be convened at the designated date, time and place. A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

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

6 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

a) Concession Agreement;

b) Corrigendum and

c) the RFP.

The Bidding Documents at (a) above shall prevail over the RFP at (b) above and the last Bidding Documents at (b) shall prevail over Bidding Documents at (c).

APPENDIX I

APPENDIX I: LETTER COMPRISING THE TECHNICAL PROPOSAL

To,

The Member-Secretary,
Chennai Metropolitan Development Authority,
'Thalamuthu-Natarajan Maaligai',
No.1, Gandhi Irwin Road,
Egmore,
Chennai – 600 008.
Tel: 044 28414855
Fax: 28548416
Email: <to be inserted>

Sub: **Bid for award of Project "the Operation and Maintenance (O&M) of Climate Park at Kilambakkam for Chennai Metropolitan Development Authority on PPP Mode" (the "Project").**

Dear Sir,

1. With reference to your RFP document dated _____[$], We, have examined the RFP document and understood its contents, hereby submit our Bid for award of the aforesaid Project. The Bid is unconditional and unqualified.

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

3. This statement is made for the express purpose of our selection as a Selected Bidder who shall execute the Concession Agreement as the Concessionaire therein for O&M

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

during the Concession Period of the aforesaid Project and vacate and hand over of the Project after the Concession Period.

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

5. We acknowledge the right of the Authority / authorise the Authority to reject my Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by Applicable Law, our right to challenge the same on any account whatsoever.

6. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of liquidated damages of more than 5% (five percent) of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. We declare that:

    a. We have examined and have no reservations to the RFP, including any corrigendum issued by the Authority;

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

    c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any Bid or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, GoI or State; and

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

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

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

10. We certify that in regard to matters other than security and integrity of the country, we or any of our Associates, have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

11. We further certify that in regard to matters relating to security and integrity of the country, we or any of our Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

12. We further certify that no investigation by a regulatory authority is pending either against us or any of our Associates or against our CEO or any of our directors/ managers/ employees.

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

14. We acknowledge that, we shall not cause/permit any change by more than 25% to the existing shareholding pattern as on the Bid Due Date, till the end of the Concession Period, without the prior written approval of the Authority.. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.

15. We undertake that the Selected Bidder as the Concessionaire of the Project shall enter into a Concession Agreement with the Authority.

16. We further certify that we are not barred by the [Authority or the GoTN, any other State Government in India (SG) or any Union Territory administration in India (UT) or Government of India (GoI), or any of the agencies of SG/UT/GoI] or any entity controlled by it, from participating in any project (DBFOT or otherwise), and no bar subsists as on the date of Bid.

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

18. We agree and undertake to abide by all the terms and conditions of the RFP.

19. We certify that in terms of the RFP, our Net worth is positive and average annual Turnover is Rs. …….. (Rs. in words).

20. In the event of our being declared as the Selected Bidder, we agree to enter into a Concession Agreement in accordance with the draft that has been provided to us. We agree not to seek any changes in the aforesaid draft and agree to abide by the same. We also understand that we may be allowed to make minor changes in the commercial/retail space with the prior consent of the Authority.

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

22. We offer a Bid Security of Rs 2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) to the Authority in accordance with the RFP.

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

24. The documents accompanying the Bid, have been submitted on the web portal online.

25. We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, shall we have any claim or right of whatsoever nature if the Project / Concession is not awarded to us or our Bid is not opened or rejected.

26. The annual Concession Fee has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and after a careful assessment of the Site and all the conditions that may affect the O&M cost of the Project.

27. We agree and undertake to abide by all the terms and conditions of the RFP document.

28. We shall keep this offer valid during the Bid Validity Period specified in the RFP.

29. We hereby submit the following Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.

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

Yours faithfully,

Date: (Signature of the Authorised Signatory)

Place:

(Name and designation of the Authorised Signatory)

Name and seal of the Bidder

APPENDIX I

Annex-I - Details of Bidder

1. (a) Name:

   (b) Country of incorporation:

   (c) Address of the corporate headquarters and its branch office(s), if any, in India:

   (d) Date of incorporation and / or commencement of business:

   (e) *Details of shareholding pattern of the Bidder as on the Bid Due Date:

S. No.	Name of the Shareholder	Percentage of Shareholding	Number of Shares	Paid up equity share capital (in Rupees)

**The shareholding pattern provided shall be duly signed by the statutory auditor.*

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

3. Details of individual(s) who will serve as the point of contact / communication of the Bidder:

   (a) Name:

   (b) Designation:

   (c) Company:

   (d) Address:

   (e) Telephone Number:

   (f) E-Mail Address:

   (g) Fax Number:

4. Particulars of the authorized signatory of the Bidder:

   (a) Name:

(b) Designation:

(c) Address:

(d) Phone Number:

(e) Fax Number:

Name of Bidder:

No.	Criteria	Yes	No
1.	Has the Bidder been barred by the Central / State / UT Government, or any entity controlled by them, from participating in any project (DBFOT or otherwise)?		
2.	If the answer to 1 is yes, does the bar subsist as on the Bid Due Date?		
3.	Has the Bidder paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last 3 (three) years?		

6. A statement by the Bidder or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is to be given below (attach extra sheets, if necessary):

APPENDIX I

Annex-II - Financial Capacity of the Bidder

(In Rs. crore[$$])

Bidder Type[$]	**Annual Turnover**				**NET WORTH [*]**
	Year 1	**Year 2**	**Year 3**	**Average**	**Year 1**
Name of the Bidder (single Business Entity)					

Name & address of Bidder's Bankers:

* The Bidder should provide details of its own Financial Capacity or of an Associate specified in the provisions of the RFP.

$$ For conversion of other currencies into rupees, see instruction 4 at Annex-III of Appendix-I.

Instructions:

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

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

statements for partial periods shall be requested or accepted).

2. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
3. Turnover shall mean the gross sales of the company and does not include other related income and non-operating income.
4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.11.
5. The Bidder shall provide a statutory auditor's certificate specifying the Net Worth and Turnover of the Bidder and also specifying the methodology adopted for calculating such Net Worth and Turnover in accordance with the provisions of the RFP.

APPENDIX I

Annex-III - Details of Eligible Projects

Project code:

Item (1)	**Refer Instruction** (2)	**Particulars of the Project** (3)
Title & nature of the project		
Year-wise payments received/ made for O&M of project (Rs. In Crores)	4	
Entity for which the project was operated and maintained	5	
Location		
Size of the project (in acres)		
Project cost	6	
Date of commencement of project/ contract		
Date of completion of the O&M period of the project	7	
Equity shareholding (with period during which equity was held)	8	
Whether credit is being taken for the Eligible Project of an Associate (Yes / No)	10	
Details of the entity/client for which the project was operated and maintained: a. Name b. Address		

Item (1)	Refer Instruction (2)	Particulars of the Project (3)
c. Phone No. d. Email Id e. Point of Contact: [key contact person] f. Phone No. Point of Contact: g. Email Id: Point of Contact		

Instructions:

1. Bidders are expected to provide information in respect of Eligible Projects in this annex. Bidders should also refer to the instructions below.
2. The Project Codes would be a, b, c, d etc.
3. A separate sheet should be filled for each Eligible Project.
4. The figures to be provided here should indicate the break-up for the past 7 (seven) financial years. Year 1 refers to the financial year immediately preceding the Bid Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on (Refer Clause 2.2.11). Payment should only include expenditure on operations and maintenance. For conversion of US Dollars to Rupees, the rate of conversion shall be the exchange rate existing on the date of publication of this RFP that is available on the Reserve Bank of India (RBI) website. In case of any other currency, the same shall first be converted to US Dollars as on the date of publication of this RFP, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate.
5. Particulars such as name, address and contact details of owner/ Authority/ agency may be provided.
6. Provide the estimated annual O&M cost of Eligible Project.
7. The date of completion of the contract/O&M period.

8. The equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Project is claimed, needs to be given. The Bidder should have a minimum shareholding of at least 26% (twenty-six percent) in such Eligible Projects.

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

10. In the event that credit is being taken for the Eligible Project of an Associate, as defined in Clause 2.2.8, the Bidder should also provide a certificate in the format below:

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

Certificate from Statutory Auditor/ Company Secretary regarding Associate$

Based on the Register of members of the company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity capital of …… (*name of the Associate*) is held, directly or indirectly£, by …….. (*name of Bidder*). By virtue of the aforesaid shareholding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.8 of the RFP.

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

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

Name of the audit firm: Name of the Company Secretary

Seal of the audit firm: Name of the Company

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

Date:
Place:

It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project for qualifying as Eligible Project.

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

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

APPENDIX I

Annex-IV – Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder)

Ref.

Date:

To,

The Member-Secretary,

Chennai Metropolitan Development Authority,

'Thalamuthu-Natarajan Maaligai',

No.1, Gandhi Irwin Road,

Egmore,

Chennai – 600 008.

Tel: 044 28414855

Fax: 28548416

Email: <to be inserted>

Dear Sir,

We hereby confirm that we-satisfy the terms and conditions laid out in the RFP document. We have agreed that …….. (insert individual's name) will act as our representative has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of……..

APPENDIX-II

APPENDIX-II - POWER OF ATTORNEY FOR SIGNING OF BID

Know all men by these presents, We _____ (name of the company/firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), _____son/daughter/wife of _____and presently residing at _____, who is presently employed with us and holding the position of _____ , as our true and lawful attorney (hereinafter referred to as the "**Attorney**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our **"Bid for award of Project for the Operation and Maintenance (O&M) of Climate Park at Kilambakkam for Chennai Metropolitan Development Authority on PPP Mode" (the "Project")** being developed by the Chennai Metropolitan Development Authority (the "**Authority**") including but not limited to signing and submission of all Bids and other documents and writings, participate in Pre-Bid conference and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project(s) and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

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

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

For

……..

(Signature, name, designation and address)

Witnesses:

1.

2. (Notarised)

Accepted

……

(Signature)

(Name, Title and Address of the Attorney)

Notes:

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

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

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

Further any power of attorney executed and issued from overseas should be stamped with the applicable Indian Stamp act within 90 days from receipt of that Power of Attorney in India as applicable in Tamil Nadu.

APPENDIX-III

APPENDIX III: FORMAT OF FINANCIAL PROPOSAL

Dated:

To,

The Member-Secretary,

Chennai Metropolitan Development Authority,

'Thalamuthu-Natarajan Maaligai',

No.1, Gandhi Irwin Road,

Egmore,

Chennai – 600 008.

Tel: 044 28414855

Fax: 28548416

Email: <to be inserted>

Sub: "**Bid for award of Project for the Operation and Maintenance (O&M) of Climate Park at Kilambakkam for Chennai Metropolitan Development Authority on PPP Mode" (the "Project").**

Ref: RFP No [•] dated [•]

Dear Sir,

We have gone through the RFP and having fully understood the Scope of Services for the Project as set out in the RFP, we are pleased to submit the following Financial Proposal:

S.No.	Particulars	Minimum Reserve Price (in Rupees)	Amount in Figure followed by amount in words	GST in Figure followed by amount in words	Total Amount in Figures followed by amount in words
1	Concession Fee per annum				

Note: The annual Concession Fee above the reserve price of Rs. 20,00,000/- (Rupees Twenty Lakhs only) per annum shall be quoted by the Bidder.

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

Yours faithfully,

(Signature of the authorised signatory)
Date:

(Name and designation of the of the authorised signatory)

Place:
Name and seal of Bidder
[Note: Concession Fee for the base year may be indicated]

APPENDIX-IV

APPENDIX IV: SPECIAL INSTRUCTIONS TO THE BIDDERS FOR THE E-SUBMISSION OF THE BIDS ONLINE THROUGH E-PROCUREMENT PORTAL

(as per TN Tenders Website https://tntenders.gov.in/)

1) Bidder should do online enrolment in this portal using the option 'click here to enroll' available in the home page. Then the Digital Signature Certificate (DSC) enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized certifying authorities such as EMUDHRACA/GNFC/IDRBT/MTNLTRUSTLINE/SAFESCRPT/TCS.
2) Bidder then logs into the portal giving user id / password chosen during enrollment.
3) The e-token that is registered should be used by the Bidder and should not be misused by others.
4) DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
5) The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under 'my documents' option and these can be selected as per Bid requirements and then attached along with Bidding Documents during Bid submission. This will ensure lesser upload of Bidding Documents.
6) After downloading / getting the Bid schedules, the Bidder should go through them carefully and then submit the documents as per the Bidding Document, otherwise, the Bid will be rejected.
7) The format for Financial Proposal must not be modified/replaced by the Bidder and the same should be uploaded after filling the relevant columns, else the Bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder name and values only.
8) If there are any clarifications, this may be obtained online through the e-procurement portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the Bids online.
9) Bidder, in advance, should prepare the Bidding Documents to be submitted as indicated in the Bid Schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.

10) Bidder should arrange for the Bid Security as specified in the RFP. The original should be posted/couriered/given in person to the Authority inviting Bids, within the Bid submission date and time for the Bid.
11) The Bidder reads the terms and conditions and accepts the same to proceed further to submit the Bids.
12) The Bidder has to submit the Bidding Documents online well in advance before the prescribed time to avoid any delay or problem during the Bid submission process.
13) There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the memory available at the client system as well as the network bandwidth available at the client side at that point of time. In order to reduce the file size, Bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
14) It is important to note that the Bidder has to click on the 'freeze bid button', to ensure that he/she completes the Bid submission process. Bids which are not frozen are considered as incomplete/invalid bids and are not considered evaluation purposes.
15) The Authority inviting Bids will not be held responsible for any sort of delay, or the difficulties faced during the submission of Bids online by the Bidders due to local issues.
16) The Bidder may submit the Bidding Documents online mode only, through this portal. Offline documents will not be handled through this system.
17) At the time of freezing the Bid, the e-procurement system will give a successful Bid updation message after uploading all the Bidding Documents submitted and then a Bid summary will be shown with the Bid no, date & time of submission of the Bid with all other relevant details. The documents submitted by the Bidders will be digitally signed using the e-token of the Bidder and then submitted.
18) After the Bid submission, the Bid summary has to be printed and kept as an acknowledgement as a token of the submission of the Bid. The Bid summary will act as a proof of Bid submission for a tender floated and will also act as an entry point to participate in the Bid opening event.
19) Successful Bid submission from the system means, the Bids as uploaded by the Bidder is received and stored in the system. System does not certify for its correctness.

20) The Bidder should see that the Bidding Documents submitted should be free from virus and if the documents could not be opened, due to virus, during Bid opening, the Bid is liable to be rejected
21) The time that is displayed from the server clock at the top of the e-tender portal, will be valid for all actions of requesting Bid submission, Bid opening etc., in the e-procurement portal. The time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The Bidders should adhere to this time during Bid submission.
22) All the data being entered by the Bidders would be encrypted at the client end, and the software uses Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during Bid submission and not viewable by anyone until the time of Bid opening. Overall, the submitted Bidding Documents become readable only after the tender opening by the authorized individual.
23) During transmission of Bidding Document, the confidentiality of the Bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
24) The Bidders are requested to submit the Bids through online e-procurement system to the Authority inviting Bids well before the Bid submission end date and time (as per server system clock).

APPENDIX V

APPENDIX-V: PROJECT OBJECTIVES AND SCOPE OF SERVICES

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 standards 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% (ten percent) 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 third party insurance and any other applicable licenses.

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

(h) To provide office space for Authority. However, the Authority reserves the right to make modifications or add additional spaces at its discretion.

(i) Service level requirements are indicative in nature, any further changes in service level requirements 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.

(j) 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 Services

The Scope of Services is as set out below:

A. **General maintenance**

(k) 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.

(l) 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.

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

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

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

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

(q) 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 Project area 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:

(b) Daily watering;

(c) Weed removing;

(d) Trimming and pruning;

(e) Soil mulching;

(f) Lawn mowing;

(g) Hedges and shrubs cutting etc.;

(h) Cleaning garden areas;

(i) Dead branches to be removed whenever required;

(j) Dangerous trees if any needs to be identified and reported to the Chief Administrative

Officer (CAO) for immediate pruning;

(k) Gap filling of mortalities in lawn shrubs, border plants, and trees etc. should be done immediately when noticed and as instructed by the CAO;

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

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

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

(o) Disposal of dry/fallen leaves;

(p) Seed collection and sowing;

(q) Preparation and maintenance of planting materials;

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

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

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

(u) 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 (seventy-two) 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 character-ise 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 in-flow 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 equipment's, 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 (fifteen) days.

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

(iv) Should be painted using epoxy paints for every 6 (six) 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 (three) years.

D. HPL Board Cladding:

(i) HPL Board product warranty period: 12 (twelve) 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 (three) 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% (five percent) 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 sanitary wares 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 standards. 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 and 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, rain water lines, waste water 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 log book 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 pipe line 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 log-book 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, BGI, 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 services 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 (thirty) 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 (thirty) 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 Services.

(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. Deduction for Non-Performance

Subject to the terms and conditions mentioned in the Concession Agreement, any deficiency by the Concessionaire in the performance of its delivery obligations, shall render him liable to cure the defect and pay any or all of the penalties mentioned in Clause 12.5 of the Concession Agreement dealing with Deduction for Non-performance**.**

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 the Concession Agreement granting an additional repair period along with imposition of appropriate penalty 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 defect is 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 defect at the expense of the Concessionaire. If the Concessionaire fails to rectify defects 3 (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.

9. Revenue Components

The revenue generating components in the Project include the following:

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

(ii) Digital advertisements (Max. 2400 sq.ft);

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

(iv) Entry fee for Climate Park;

Any other charges with the approval of the Authority.

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. 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.

APPENDIX VI

APPENDIX-VI: NATIONAL 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 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 5 (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.