**TIRUCHIRAPPALLI CITY MUNICIPAL CORPORATION**

**REQUEST FOR PROPOSAL (RFP)**

# OPERATION AND MAINTENANCE OF INTEGRATED BUS TERMINAL AT PANJAPPUR, TRICHY FOR TIRUCHIRAPPALLI CITY MUNICIPAL CORPORATION ON PUBLIC PRIVATE PARTNERSHIP ("PPP") MODE FOR A PERIOD OF 15 YEARS

RFP Ref: E1/4923/2025

**Dated 24.04.2025**

**Tiruchirappalli City Municipal Corporation**

**No.58, Bharathidasan Road, Cantonment,**

**Tiruchirappalli 620001, Tamil Nadu, India**

**Tel:** 0431-2412860/ 91-431-2415396

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**Website:** https://www.trichycorporation.gov.in/

# 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 the **Project** *(defined herein)* pursuant to the provisions of this RFP in documentary form, by or on behalf of the Authority (*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 Authority or its consultants to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bid *(defined herein)* pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees, advisors, or consultants to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in 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 Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority or any of its employees or advisors or consultants accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees, advisors or consultants make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute,

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

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

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

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

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

## GLOSSARY

| | |
|---|---|
| **Bidders** | As defined in Clause 1.1.1 |
| **Bid(s)** | As defined in Clause 1.2.1 |
| **Bid Due Date** | As defined in Clause 1.1.7 |
| **Associate** | As defined in Clause 2.2.1(d) |
| **Authority** | As defined in Clause 1.1.1 |
| **Bidding Documents** | As defined in Clause 1.1.6 |
| **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 (c) |
| **Consortium** | As defined in Clause 2.2.1 (a) |
| **Financial Capacity** | As defined in Clause 2.2.2 (B) |
| **Government** | Government of Tamil Nadu (GoTN) |
| **GoI** | Government of India |
| **Jt. Bidding Agreement** | As defined in Clause 2.1.6 (g) |
| **Lead Member** | As defined in Clause 2.1.6 (c) |
| **LOA** | Letter of Award |
| **Member** | Member of a Consortium |
| **Net Worth** | As defined in Clause 2.2.5 (ii) |
| **O&M** | Operation and Maintenance |

| | |
|---|---|
| **PPP** | Public Private Partnership |
| **Project** | As defined in 1.1.1 |
| **Re. or Rs. or INR** | Indian Rupee |
| **RFP** | As defined in the Disclaimer |
| **Selected Bidder** | As defined in Clause 1.1.1 |
| **SPV** | As defined in Clause 2.1.6 |
| **Technical Capacity** | As defined in Clause 2.2.2 (A) |
| **Turnover** | As defined in Clause 2.2.5 (ii) |

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

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# 1 INTRODUCTION

## 1.1 Background

1.1.1 The **Tiruchirappalli City Municipal Corporation** (hereinafter referred to as the "**Authority**") is a statutory body constituted under the Tiruchirappalli City Municipal Corporation Act, 1994. The Authority is engaged in the planning, development and implementation of various urban infrastructure and municipal service projects across key sectors including but not limited to water supply, solid waste management, infrastructure development, development of bus terminals and truck terminals, wholesale market complexes and other related facilities.

1.1.2 The Authority has undertaken development of an integrated bus terminal on a land parcel admeasuring 40.60 (Forty Point Sixty) acres at Panjappur, Trichy (hereinafter referred to as the "**Integrated Bus Terminal**") at a total development cost of Rs. 275crores (Rupees Two Hundred Seventy-Five Crores). The Integrated Bus Terminal comprises of parking facilities for approximately **212 cars and 1923 two wheelers**, 501 bus bays including designated parking area, **20,910 sq.ft. of** retail space, toilet facilities, and other necessary amenities for O&M of the Integrated Bus Terminal. The Integrated Bus Terminal is nearing completion and shall be operational shortly. Recognizing the need to operate and maintain the Integrated Bus Terminal and associated facilities/infrastructure the Authority intends to select a Concessionaire *(defined herein)* for the O&M of Integrated Bus Terminal at Panjappur, Trichy for Tiruchirappalli City Municipal Corporation on Public Private Partnership (PPP) mode for a period of 15 (Fifteen) years (hereinafter referred to as the "**Project**") as per the terms and conditions stipulated in the Concession Agreement (hereinafter the period of 15 (Fifteen) years shall be referred to as the "**Concession Period**").

The Authority intends to shortlist suitable Bidders (referred to as "**Bidders**") for awarding the Project through a single stage 2 (two) part Bidding Process, as per 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 Bus Terminal | Site Area (in Acres) | Estimated Size of Project (in Sq. m.) |
|---|---|---|---|
| 1 | Integrated Bus Terminal at Panjappur, Trichy | 40.60 (Forty Point Sixty) acres, | 1,64,321 |

1.1.3 The Selected Bidder undertakes to incorporate a Special Purpose Vehicle under the Companies Act, 2013 and its amendment from time to time prior to execution of the concession agreement (the "**Concessionaire**"). The Concessionaire shall b responsible for the O&M of the Project under and in accordance with the provisions of a concession agreement (hereinafter referred to as the "**Concession Agreement**") to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents *(defined herein)* pursuant hereto. A 15 (Fifteen) day trial run period ("**Trial Run Period**") shall be initiated from 61st (Sixty First) day or the 91st (Ninety First) day, in case of Cure period of 30 (Thirty) days being provided, as the case may be, 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 which shall be the date of commencement of the Concession Period.

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

(a) O&M of Integrated Bus Terminal along with facilities and amenities;
(b) O&M of open parking for 2W, 4W parking area including basements, driver's dormitory, public convenience facilities, utilities and trunk infrastructure;
(c) Major maintenance plan to be undertaken once in every 3 years with respect to inspection, mitigation and maintenance plans;
(d) The Concessionaire shall be entitled to collect revenue as per Annexure 7 of RFP;
(e) If any new Project assets/ facilities are being created in the Integrated Bus Terminal 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 new Project assets/facilities. In case the Concessionaire proposes to

develop any new 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 facilities to the Authority. However, the O&M of new Project asset/facilities as aforementioned shall continue to be carried out by the Concessionaire at its cost;

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

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

(h) The Concessionaire may outsource/sub-license any of the activities including but not limited to security, technical, parking, advertisement, etc.,. However, the primary responsibility shall remain with the Concessionaire; Provided further that such sub-licensing shall be subject to the condition that no terms of the sub-licensing agreement shall contravene the provisions of the Concession Agreement or result in any material deviation from its clauses. In the event of any contravention or material deviation, the Authority reserves the right to revoke the permission granted for sub-licensing. Upon such revocation, the Concessionaire shall be obligated to cancel the sub-license agreement with immediate effect.

1.1.5 The assessment of actual costs 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 obligations and scope of Project of the Concessionaire (the "**Concession**"). An administrative officer from the Authority's office shall be appointed to the Project, and this administrative officer shall be in charge of all operations, in order to ensure the effective and efficient

functioning of the Bus Terminal.

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 the Project and obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of Project, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority. The RFP, any addendum, draft Concession Agreement, and other documents that shall be provided by the Authority for this Project shall be collectively referred to as the "**Bidding Documents**".

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

## 1.2 Brief Description of Bidding Process

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

be collectively referred to as "**Bid(s)**").

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

1.2.2 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**".

1.2.3 A Bidder is required to deposit, along with its Bid, a bid security of Rs. 16 (Sixteen) lakhs (the "**Bid Security**") as per format provided herein. The Bid Security of unsuccessful Bidders will be refunded automatically no later than 60 (Sixty) days from the Bid Due Date, including any extension thereof, or 60 (Sixty) days after the issue/uploading of the letter of award, whichever is earlier, except in the case of the Selected Bidder whose Bid Security shall be retained till the Concessionaire has provided a Performance Security of Rs. 10 (Ten) crores in the format prescribed under the Concession Agreement ("**Performance Security**"). The Bidders are required to make payment of the Bid Security for the Bid by selecting the "***pay online***" option on Tamil Nadu Tenders portal. The Bid shall be summarily rejected if it is not accompanied by proof of payment of the Bid Security.

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

1.2.5 Bid(s) are invited for the Project on the basis of the highest concession fee, above the minimum reserve price of Rs. 50 (Fifty) lakhs per annum payable to the Authority for the base year of the Project (the "**Concession Fee**") as offered by a Bidder for undertaking the Project. The Concession Period is pre-determined, as indicated in the draft Concession Agreement. The Concession Fee shall be payable by the Concessionaire on a quarterly basis from the 1st year of commencement of the Concession Period till the expiry of the Concession Period and shall be increased by 15% (Fifteen) percent once in every 3 (Three) years 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 days of beginning of each quarter throughout the Concession Period. **The highest annual Concession Fee quoted above the minimum reserve price of Rs. 50 (Fifty) lakhs per annum, shall constitute the sole criteria for evaluation of Bid**. **Subject to Clause 2.18 (Rejection of Bid(s)), the Project will be awarded to the Bidder quoting the highest annual Concession Fee, above the minimum reserve price of Rs. 50 (Fifty) lakhs per annum** in the base year of the Project. The Concessionaire shall make payment of the annual Concession Fee through Escrow Account in accordance with the draft Concession Agreement. Goods & Service Tax (GST) if any applicable on the Concession Fee, whether payable by the Concessionaire or the Authority, shall be paid additionally by the Selected Bidder/ Concessionaire, as the case maybe.

In this RFP, the term "**Highest Bidder**" shall mean the Bidder who is offering the highest annual Concession Fee, above the minimum reserve price of Rs. 50 (Fifty) lakhs per annum to the Authority in the base year of the Project.

1.2.6 Generally, the Highest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 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 Bid(s) from all remaining Bidders or annul the Bidding Process, as the case may be.

1.2.7 The Concessionaire shall, in consideration of the payment of the annual Concession Fee and services, be entitled to demand, collect, revise and appropriate user fee from the users of the Project ("**User Fee**"), as provided in Appendix VII-Annexure 7 of this RFP. The Concessionaire may provide, at his own expense, billboards on the Site for the purpose of advertisements (preferably digital). The Concessionaire shall advertise as per Appendix VII- Annexure 6 of this RFP dealing with List of Proposed Advertisement Spaces on License including providing advertisement spaces for the Authority and/or GoTN. In addition to the advertisement provided under the Concession Agreement, an additional area of up to 10% (Ten per cent) of the

permitted advertisement area which is stipulated in Appendix VII- Annexure 6 of this RFP may be utilized by the Concessionaire. The revenue generated from the additional advertisement area shall accrue to the Concessionaire.

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

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

The communications shall clearly bear the following title:

**"Queries / Request for Additional Information: RFP for O&M of Integrated Bus Terminal at Panjappur, Trichy for Tiruchirappalli City Municipal Corporation on Public Private Partnership (PPP) mode for a period of 15 years".**

## 1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

| | **Event Description** | **Date** |
|---|---|---|
| 1. | Date of Issue of RFP | 24.04.2025 |
| 2. | Last date for receiving queries | 2 Weeks from Date of Issue of RFP. |
| 3. | Pre-Bid Conference | 12.05.2025 at 11 AM at Commisioner's conference hall, corporation main office |
| 4. | The Authority response to queries | 2 weeks before the Bid Due Date. |
| 5. | Bid Due Date and Time | 11.06.2025 up to3.00 pm(as per website digital clock) |
| 6. | Opening of Technical Proposal and Time | 11.06.2025 at 4.00 pm (as per website digital clock) |
| 7. | Announcement of Short-Listed 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 Bid(s) | 180 days from Bid Due Date |
| 10. | Issue of Letter of Award (LOA) | Within 30 days of Bid Due Date |
| 11. | Acknowledgement of LOA | Within 7 (seven) days of the issue of the LOA by Selected Bidder |
| 12. | Incorporation of SPV | Within 30 days of award of LOA |
| 13. | Signing of Concession Agreement | Within 30 days of award of LOA |

**Clarification**

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

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

3. In case a particular date happens to be a Public Holiday of 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 General terms of Bidding

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

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

2.1.3 Upon evaluation of the Technical Proposals, the Financial Proposals of the shortlisted Bidders shall be evaluated for the Project and the Financial Proposal comprising of the highest Concession Fee quoted by the Bidder, above the minimum reserve price of Rs.50 (Fifty) lakhs per annum payable to the Authority in the base year of the Project shall be awarded the Project.

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

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

2.1.6 Where the Bidder is a single Bidder / Consortium, it shall be required to incorporate a Special Purpose Vehicle under the Companies Act, 2013 and its amendments from time to time (the **"SPV"**), to execute the Concession Agreement and to operate and

maintain the Project on being declared as Selected Bidder as per Schedule 1.3 of the RFP. In the case of a single Bidder, it shall hold 100% (Hundred percent) of the issued and paid-up share capital in the SPV until the expiry of a period of 3 (three) years from Effective Date of the Concession Agreement (hereinafter this period shall be referred to as the "**Lock-in Period**"). Upon the expiry of the Lock-in Period, the single Bidder shall hold at least 51% (Fifty-one percent) of the issued and paid-up share capital in the SPV until the expiry of the Concession Period. In case the Bidder is a Consortium, it shall comply with the following additional requirements:

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

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

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

d) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, and technical obligations under point 5 (c) of Appendix I- Annex-I- Details of Bidder;

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

f) the Members of a Consortium shall form an appropriate SPV incorporated under the Companies Act, 2013 to execute the Project;

g) Members of the Consortium shall enter into a binding Joint Bidding Agreement, in the form specified at Appendix-IV (the **"Jt. Bidding Agreement"**), for the purpose of making the Bid and submitting a bid in the event of being short-listed. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, *inter alia*:

i. convey the intent to form an SPV, solely for the purpose of implementing the Project and no other purpose, with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the Concession to undertake the Project is awarded to the Consortium;

ii. clearly outline the proposed roles and responsibilities, if any, of each Member;

iii. commit the minimum equity stake to be held by each Member;

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

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

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

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

viii. The Members of the Consortium should not have been blacklisted by the Ministry of Corporate Affairs (MCA) and the Directors of the Consortium should not be disqualified under the Companies Act, 2013; and

2.1.7 Agree that all payments/ receivables of the Project shall be deposited only in the Escrow Account as per the terms of the Escrow Agreement.

2.1.8 Any entity which has been barred by Authority or the any local body or any district administration of Government or any Union Territory administration in India (UT) or GoI, or any of the agencies of SG/UT/GoI or any entity controlled by it, from participating in any project, and the bar subsists as on the Bid Due Date, would not be eligible to submit a Bid, either individually or as Member of a Consortium.

## 2.2 Eligibility and qualification requirements of Bidders

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

(a) The Bidder may be a single Bidder or a group of entities (the **"Consortium"**), coming together to operate and maintain the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single Bidder and a Consortium.

(b) A Bidder may be a company incorporated under the Companies Act, 1956/2013, a partnership firm, which is registered in India under the Indian Partnership Act, 1932 or a Limited Liability Partnership (LLP) incorporated under the LLP Act, 2008.

(c) A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall

be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

i. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof) having a shareholding of not more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate in the other Bidder, its Member or Associate has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in subsection (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the **"Subject Person"**) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub clause (bb) if the shareholding of such person in the intermediary is less than 25% (twenty five per cent ) of the subscribed and paid up equity shareholding of such intermediary; or

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

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

concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

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

v. 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 other's information about, or to influence the Bid of either or each other; or

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

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

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

Provided that, in case the Authority seeks information / clarification from Bidders related to occurrence / non-occurrence of Conflict of Interest and the Bidders fail to provide such information within a reasonable period of time, the Authority shall disqualify the Bidders and encash its Bid Security in accordance with Clause 2.21 of Section 2 of this RFP and further debar it from participation in any future procurement process of the Authority for a minimum period of 1 (One) year from the Bid Due Date.

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

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

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

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

**A. Technical Capacity:** For demonstrating technical capacity and experience (the "**Technical Capacity**"), the Bidder shall, over the past 5 (Five) financial years preceding the Bid Due Date, have paid for, or received payments for, O&M of value of projects as provided below such that the amount* is at least:

- **INR 12 Crores (Rupees Twelve Crores only) per annum** from one Eligible Project *(defined herein),* or

- **INR 8 Crores (Rupees Eight Crores only) per annum** each from two Eligible Projects

  For the purpose of this RFP, Eligible Projects shall be defined as O&M services in Bus Terminals, railway stations, metro station, airport terminals, institutional campuses, shopping malls, commercial buildings, IT/ITES park, SEZs, educational institution and office building. Additionally, only those projects will be considered as Eligible Projects in which the Bidder holds a minimum of 26% shareholding in the Eligible Projects.

**** All Calculations shall be rounded of to 2 decimal places.***

**B. Financial Capacity:** The Bidder shall have a minimum Net Worth *(defined herein)* of **Rs 3** Crores (**Rupees Three Crores only**) at the close of the preceding financial year and minimum average annual Turnover *(defined herein)* of **Rs 15 Crores** (**Rupees Fifteen Crores Only**) in any one of the last three financial years (the "**Financial Capacity**").

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

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

2.2.5 The Bidders shall enclose with its Technical Proposal, 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 received or works commissioned, as the case may be, during the past 5 (five) 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 (as part of a Consortium), it should further support its claim for the share in work done for that particular job / contract by producing a certificate from its statutory auditor or the client; and

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

2.2.6 A Bidder including any Member of the Consortium or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty/liquidated damages by any concessioning authorities/ an arbitral or judicial Authority or a judicial pronouncement or arbitration award against the Bidder, Member of the Consortium 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, Member of the Consortium 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

[$]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 2.2.5 (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.

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 Member of the Consortium or Associate. Authority would place sole reliance on the certification provided by the Bidder in this regard in its letter comprising the Technical Proposal. Any misrepresentation or concealment of any information in this regard shall render the Bid liable for outright rejection at the sole discretion of the Authority.

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

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

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

(c) In case the Bidder is a Consortium, each Member should satisfy the Eligibility requirements to the extent specified herein.

2.2.8 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (three) months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 3 (three) years (for average annual Turnover purpose) 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.

2.2.9 This RFP is not transferable.

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

### 2.3 Change in Ownership

2.3.1 By submitting the Bid, the Bidder acknowledges that it meets the required Technical Capacity and Financial Capacity. In the case of a single Bidder, it shall hold 100% (Hundred percent) of the issued and paid-up share capital in the SPV until the expiry of the Lock-in Period. Upon the expiry of the Lock-in Period, the single Bidder shall hold at least 51% (Fifty-one percent) of the issued and paid-up share capital in the SPV until the expiry of the Concession Period. In case of a Consortium, the Members of the Consortium, including the Lead Member shall, until the expiry of the Lock-in Period, together hold 100% (Hundred percent**)** of the issued and paid-up share capital in the SPV with at least 51% (Fifty-One percent) of such issued and paid-up share capital being held by the Lead Member. Upon the expiry of the Lock-in Period, the Lead Member and the other Members of the Consortium shall collectively maintain a minimum shareholding of 51% (Fifty-One percent) of the issued and paid-up share capital in the SPV until the expiry of the Concession Period, with at least 26% (Twenty-Six percent) of such issued and paid-up share capital being held by the Lead Member. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder.

2.3.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Member of the Consortium or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of Bidding Process under and on accordance with this RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the

LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to the Appointed Date of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall be entitled to forfeit and appropriate the Performance Security as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents including the Concession Agreement or otherwise.

### 2.4 Number of Bids and Cost thereof

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

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

### 2.5 Site Visit and Verification of Information

2.5.1 Bidders are encouraged to submit their respective Bid(s) after visiting the Site and ascertaining and satisfying for themselves the Site conditions, location, surroundings, climate, availability of power, water & other utilities including access to Site, handling and storage of materials, weather data, Applicable Laws and regulations, extent of development and Project facilities at the Site and any other matter considered relevant by them for the 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 2.5.1 hereinabove, necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;

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

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

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

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

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

## 2.6 Verification and Disqualification

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

Bidders to submit fresh Bid(s) hereunder.

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

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

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

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

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

2.6.4 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and/ or during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the eligibility requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the LOA or the Concessionaire has entered into the Concession Agreement, as the case may be, the

same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or the Concessionaire. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under this RFP, the Bidding Documents including the draft Concession Agreement or otherwise.

## B. DOCUMENTS

### 2.7 Contents of the RFP

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

Invitation for Bidding Process

Section 1. Introduction

Section 2. Instructions to Bidders

Section 3. Evaluation of Bid(s)

Section 4. Fraud & Corrupt Practices

Section 5. Pre-Bid Conference

Section 6. Miscellaneous

**Appendix**

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

II. Power of Attorney for signing of Bid

III. Power of Attorney for Lead Member of Consortium

IV. Joint Bidding Agreement for Consortium

V. Letter comprising the Financial Proposal

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

VII. Project Objectives and Scope of Services

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

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

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

## 2.8 Clarifications

2.8.1 Bidders requiring any clarification on the RFP may notify the Authority by e-mail in accordance with the email address the stipulated in this RFP. The Bidders should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but not later than 2 (two) weeks prior to the Bid Due Date. The replies for queries will be consolidated and uploaded in the portal through corrigendum on website http://tntenders.gov.in.

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

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

## 2.9 Amendment of RFP

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

RFP by the issuance of corrigendum.

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

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

## C. PREPARATION AND SUBMISSION OF BID

### 2.10 Language

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

### 2.11 Format and signing of Bid

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

2.11.2 The Bid shall be typed and signed either in edible blue ink or digitally signed by the authorised signatory of the Bidder. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

2.11.3 The Bidder shall refer to the Special Instructions to the Bidders for the e-submission of

the Bid(s) online through E-Procurement Portal outlined in Appendix-VI of this RFP.

### 2.12 Documents comprising Technical and Financial Proposal

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

**Technical 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 supporting certificates/ documents;

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

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

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

(e) Copy of its constitutional documents, including and Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed and if LLP then appropriate LLP agreement;

(f) Proof of payment of Bid Security;

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

**Financial Proposal:**

The Financial Proposal shall comprise of letter comprising the financial offer to be submitted in the format given at Appendix-V ("**Financial Proposal**")[1].

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

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

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

2.12.3 The time that is displayed on 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 Bid(s) shall 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 an addendum/corrigendum in accordance with provisions of the RFP.

### 2.14 Late Bid(s)

Bid(s) received by the Authority after the specified time on the Bid Due Date shall not be allowed to be uploaded on TN Tenders Website.

### 2.15 Contents of the Financial Proposal

2.15.1 The Financial Proposal shall be furnished in the format as provided at Appendix–V and shall consist of the highest annual Concession Fee above the minimum reserve price of Rs. 50 (Fifty) lakhs per annum to be quoted by the Bidder for the base year. The Bidder shall specify (in Indian Rupees) the highest annual Concession Fee, above the minimum reserve price of Rs.50 (Fifty) lakhs per annum, 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 Bid(s) and acceptance thereof shall be substantially in accordance with this RFP.

### 2.16 Modifications/ substitution

2.16.1 The Bidder may modify or substitute its e-Bid after submission on the e-procurement portal. No Bid can be modified or substituted by the Bidder after the Bid Due Date and time.

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

### 2.17 Online Opening of Bid(s)

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

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

### 2.18 Rejection of Bid(s)

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

### 2.19 Validity of Bid(s)

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

### 2.20 Confidentiality

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

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

## 2.21 Bid Security

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

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

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

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

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

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

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

(b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 5 of this RFP;

(c) In the case the Selected Bidder or the Concessionaire, as the case may be, fails

within the specified time limit –

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

(ii) to sign the Concession Agreement;

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

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

# 3 EVALUATION OF TECHNICAL PROPOSAL AND OPENING & EVALUATION OF FINANCIAL PROPOSAL

## 3.1 Opening and Evaluation of Technical Proposal

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

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

3.1.3 To facilitate evaluation of Bid(s), the Authority may, at its sole discretion, seek clarifications, in writing, from any Bidder regarding its Bid within a prescribed time.

3.1.4 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.

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

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

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

3.1.8 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.

### 3.2 Tests of responsiveness

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

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

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

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

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

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

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

(g) All other documents listed in Clause 2.12.

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

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

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

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

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

### 3.3 Clarifications

3.3.1 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.

3.3.2 If a Bidder does not provide clarifications sought under Clause 3.3.1 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.

## D. SELECTION OF BIDDER

### 3.4 Selection

3.4.1 The Bidder whose Bid is adjudged as responsive in terms of Clause 2.2.2 and who quotes highest annual Concession Fee, above the minimum reserve price of Rs. 50 (Fifty) lakhs per annum for the base year of the Project, shall be declared as the Selected Bidder. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

3.4.2 In the event that, two or more Bidders quote the same amount of annual Concession Fee (the "**Tie Bids**"), the Authority shall ask the tied Bidders to provide their best and final offer of the Financial Proposal in the manner prescribed by the Authority and the Bidder offering the highest annual Concession Fee above the minimum reserve price of Rs. 50 (Fifty) lakhs per annum 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.

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

3.4.4 In the event that no Bidder offers to match the Highest Bidder in the second round of

bidding as specified in the aforementioned Clause, the Authority may, in its discretion, invite fresh Bid(s) (the "**third round of bidding**") from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding, they shall be required to revalidate or extend their Bid Security, as necessary, and offer fresh Bid(s). Provided, however, that in such third round of bidding only such offers shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.

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

3.4.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall incorporate a SPV under the Companies Act, 2013 and the SPV shall execute the Concession Agreement within 30 (thirty) days from the date of award of the LOA by the Authority. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

### 3.5 Correspondence during Bid Evaluation

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

The Authority shall not entertain any correspondence with or from any Bidder in

relation to acceptance or rejection of any Bid.

### 3.6 Bid Parameter

The Bidder who offers the highest annual Concession Fee, above the minimum reserve price of Rs.50 (Fifty) lakhs per annum in the base year of the Project shall be declared as the Selected Bidder.

# 4 EVALUATION

## 4.1 Evaluation Parameters

4.1.1 Only those Bidders who meet the eligibility criteria specified in Clause 2.2.2 shall qualify for evaluation under this Section 4. Bid(s) of firms / consortia who do not meet these criteria shall be rejected.

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

a) Technical Capacity and
b) Financial Capacity

## 4.2 Technical Capacity for Purposes of Evaluation

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

## 4.3 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 of Technical Capacity.

## 4.4 Financial information for purposes of evaluation

4.4.1 The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last 3 (three) financial years, preceding the year in which the Bid is made.

4.4.2 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 this 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.

4.4.3 The Bidder must establish a minimum 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.

### 4.5 Short-listing of Bidders

4.5.1 The Technical Proposals of all the Bidders shall be assessed based on their Technical and Financial Capacity as mentioned in Clause 2.2.2 of this RFP.

4.5.2 The Financial Proposals of the qualified Bidders shall be evaluated based on the highest annual Concession Fee, above the minimum reserve price of Rs. 50 (Fifty) lakhs per annum offered to be paid by the Bidder to the Authority for the base year of the Project.

## 5 FRAUD AND CORRUPT PRACTICES

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

5.2 Without prejudice to the rights of the Authority under Clause 5.1 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, 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.

5.3 For the purposes of this Clause 5, the following terms shall have the meaning hereinafter respectively assigned to them:

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

clause (d) of Clause 2.2.1 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

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

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

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

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

## 6 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.

# 7 MISCELLANEOUS

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

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

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

(b) consult with any Bidder in order to receive clarification 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.

7.3 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.

7.4 The Bidding Documents are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them

the priority shall be in the following order:

a) Concession Agreement;

b) Corrigendum/addendum and

c) the RFP

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

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

## 8 APPENDIX I: LETTER COMPRISING THE TECHNICAL PROPOSAL

To,

**The Commissioner ,**

Tiruchirappalli City Municipal Corporation,

No.58, Bharathidasan Road, Cantonment,

Tiruchirappalli 620001, Tamil Nadu, India

Tel: 0431-2412860/ 91-431-2415396

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

Sub: **Bid for award of Project for O&M of Integrated Bus Terminal at Panjappur, Trichy for Tiruchirappalli City Municipal Corporation on Public Private Partnership (PPP) mode for a period of 15 years (the "Project").**

Dear Sir,

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

2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Concessionaire for the 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 Concessionaire for O&M during the Concession Period of the aforesaid Project and vacate and hand over of the Project after the Concession Period.

4. I/We shall make available to the Authority any additional information it may find

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

necessary or require to supplement or authenticate the Bid.

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

6. I/We certify that in the last three years, we/any of the Member of the Consortium or our / their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by any concessioning authorities/ an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We declare that:

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

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

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

    d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 5 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

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

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

10. I/We declare that we/any Member of the Consortium, or our / its Associates are not a Member of a / any other Consortium applying for award of the Project.

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

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

13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.

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

15. I/ We acknowledge and undertake as follows:

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

the issued and paid-up share capital in the SPV until the expiry of the Concession Period./

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

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

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

17. I/We further certify that we/any Member of the Consortium or any of our/their Associates are not barred by the [Authority or the any local body or any district administration of GoTN any other State Government in India (SG) or any Union Territory administration in India (UT) or 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.

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

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

20. I/We certify that in terms of the RFP, my/our Net worth is Rs. …….. (Rs. in words) and average annual Turnover is Rs. …….. (Rs. in words).

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

22. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us. I/We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

23. I/We acknowledge that I/we have studied all the Bidding Documents carefully and also surveyed the Site and analysed the details of the Project. 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.

24. I/ We offer Bid Security of Rs. 16 (Sixteen) lakhs to the Authority in accordance with the RFP.

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

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

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

28. The annual Concession Fee above the minimum reserve price of Rs. 50 (Fifty) lakhs per annum has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and after a careful assessment of the Site and all the conditions that may affect the Project cost and O&M of the Project.

$ Omit if the Bidder is not a Consortium.

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

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

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

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

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

Yours faithfully,

Date: (Signature of the Authorised Signatory)

Place: (Name and designation of the Authorised Signatory)

Name and seal of the Bidder / Lead Member

## APPENDIX I

Annex-I - Details of Bidder

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

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:

5. In case of a Consortium:
   (a) The information above (1-4) should be provided for all the Members of the Consortium.
   (b) Copy of the Jt. Bidding agreement should be attached to the Bid.

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

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

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

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

**Name of Bidder / member of Consortium:**

| **No.** | **Criteria** | **Yes** | **No** |
|---|---|---|---|
| 1. | Has the Bidder / constituent of the Consortium been barred[£] by the GoTN/SG/UT/ GoI, 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 date of Bid? | | |
| 3. | Has the Bidder / constituent of the Consortium paid liquidated damages of more than 5% (Five Percent) of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last 3 (Three) years? | | |

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

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

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

**APPENDIX I**

Annex-II - Financial Capacity of the Bidder

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

**(In Rs. crore[$$])**

| **Bidder Type[$]** | **Member Code[£]** | **Annual Turnover** | | | | **NET WORTH [*]** |
|---|---|---|---|---|---|---|
| | | **Year 1** | **Year 2** | **Year 3** | **Average** | **Year 1** |
| Single Bidder | | | | | | |
| Members of the Consortium | | | | | | |
| **Total** | | | | | | |

**Name & address of Bidder's Bankers:**

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

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

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

[$$] For conversion of other currencies into rupees, see instruction 5 at Annex-III of Appendix-I.

**Instructions:**

1. The Bidder / its constituent Members of the Consortium shall attach copies of the balance sheets, financial statements and audited annual reports for 3 (three) years

preceding the Bid Due Date. The financial statements shall:

a) reflect the financial situation of the Bidder or Members of the Consortium 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 2.2.8.
5. In the case of a Consortium, original Jt. Bidding Agreement and Power of Attorney shall be submitted in accordance with the provisions of the RFP.
6. The Bidder shall provide an Auditor's Certificate specifying the Net Worth and Turnover of the Bidder and also specifying the methodology adopted for calculating such Net Worth and Turnover in accordance with the provisions of the RFP.

**APPENDIX I**

Annex-III - Details of Eligible Projects

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

**Project code:** **Member Code:**

| **Item** (1) | **Refer Instruction** (2) | **Particulars of the Project** (3) |
|---|---|---|
| Title & Nature of the project | | |
| Year-wise payments received for O&M of project (Rs. In Crores) | 5 | |
| Entity for which the project was operated and maintained | 6 | |
| Location | | |
| Size of the Project (in acres) | | |
| Project cost | 7 | |
| Date of commencement of project/ contract | | |
| Date of completion of the O&M period of the project | 8 | |
| Equity shareholding (with period during which equity was held) | 9 | |
| Whether credit is being taken for the Eligible Experience of an Associate (Yes / No) | 13 | |
| Details of the entity(ies) /client (s) for which the project was operated and maintained:<br><br>a. Name | | |

| | | |
|---|---|---|
| b. Address<br>c. Phone No.<br>d. Email Id<br>e. Point of Contact: [key contact person]<br>f. Phone No. Point of Contact:<br>g. Email Id: Point of Contact | | |

**Instructions:**

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

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

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

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

5. The figures to be provided here should indicate the break-up for the past 5 (five) 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. 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.

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

7. Provide the estimated annual O&M cost of Eligible Project.

8. The date of completion of the contract/O&M period.

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

10. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.

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

12. If the Bidder has submitted work experience certificate(s), created or originating from outside the Republic of India for works executed outside the Republic of India, (the "**Foreign Documents**") then the Bidder, before any such Foreign Document(s) are sent to India for the purpose of applying towards this Project, shall be required to get each and every page of such Foreign Document(s), duly authenticated/ embossed/ legalized/ notarized from the Indian Embassy/Indian High Commission situated in the country from where such Foreign Document(s) were created or are originating from. Such authentication/ embossment/ legalization/ notarisation from the Indian Embassy/Indian High Commission shall also apply to all such document(s) that are in a language other than English, which shall compulsorily be required to be translated (as the true translated copies of the original) by a duly certified/ authorized /qualified Translator, supported by the affidavit of the said translator, certifying the correctness of the English

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

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

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

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

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

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

[$] In the event that the Bidder/ Members of the Consortium exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.
[£] In the case of indirect shareholding, the intervening companies in the chain of ownership should also be Associates i.e., the shareholding in each such company should be more than 50% in order to establish that the chain of “control” is not broken.

*{Describe the shareholding of the Bidder/ Members of the Consortium in the Associate. In the event the Associate is under common control with the Bidder/ Members of the Consortium , 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:

14. 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.

## APPENDIX I

Annex-IV – Statement of Legal Capacity

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

Ref.

Date:

To,

**The Commissioner ,**

Tiruchirappalli City Municipal Corporation,

No.58, Bharathidasan Road, Cantonment,

Tiruchirappalli 620001, Tamil Nadu, India

Tel: 0431-2412860/ 91-431-2415396

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

Dear Sir,

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

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

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of……..

** Please strike out whichever is not applicable.*

## 9 APPENDIX-II - POWER OF ATTORNEY FOR SIGNING OF BID

*(To be executed on stamp paper of appropriate value)*

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

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

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

For

……
.

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

Witnesses:

1.

2.

Notarised Person

identified by me/personally appeared before me / Signed before me/ Attested/Authenticated

(*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

Date _____

**Accepted**

……

(Signature)

(Name, designation and address of the Attorney)

*Notes:*

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

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

## 10 APPENDIX-III - POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

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

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

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

**NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS**

We, …… having our registered office at ……, and M/s…… having our registered office at ……, [the respective names and addresses of the registered office] being the member/s of the Consortium (hereinafter collectively referred to as the "**Principal**") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s ……, having its registered office at ……, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "**Attorney**") and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and, in the event the Consortium is awarded the Concession, during the execution of the Project, and in this regard, to do on

our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Project, including but not limited to signing and submission of all applications, Bid(s) and other documents and writings, accept the Letter of Award, participate in Bid and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

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

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

For ……...

(Signature, Name & Title)

For …….....

(Signature, Name & Title)

(Executants)

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

Witnesses:

1.

2.

Notes:

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

## 11 APPENDIX-IV JOINT BIDDING AGREEMENT

*(To be executed on stamp paper of appropriate value)*

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

**BETWEEN**

1. {…… Limited, a company incorporated under the Companies Act, 1956/2013/ a partnership firm registered under the Indian Partnership Act, 1932 / a Limited Liability Partnership (LLP) registered under the Limited Liability Partnership Act, 2008} and having its registered office at …… (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

2. {…… Limited, a company incorporated under the Companies Act, 1956/2013/ a partnership firm registered under the Indian Partnership Act, 1932 / a Limited Liability Partnership (LLP) registered under the Limited Liability Partnership Act, 2008} and having its registered office at …… (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST and SECOND shall be collectively referred to as the "**Parties**" and individually as a "**Party**".

**WHEREAS**

**A. Tiruchirappalli City Municipal Corporation**, having its office at **No. 58, Bharathidasan Road, Cantonment, Tiruchirappalli 620001, Tamil Nadu, India** (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has

invited technical and financial proposals ("Bid(s)") through its Request for Proposal No. …… dated …… (the "**RFP**") for selection of Bidders for O&M of Integrated Bus Terminal at Panjappur, Trichy for Tiruchirappalli City Municipal Corporation on Public Private Partnership (PPP) mode for a period of 15 years (hereinafter referred to as the "**Project**").

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

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

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

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

**2. Consortium**

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

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

**3. Covenants**

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

**4. Role of the Parties**

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

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

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

**5. Joint and Several Liability**

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

**6. Shareholding in the SPV**

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

First Party:

Second Party:

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

Member.

6.3. The Parties undertake that they shall comply with equity Lock-in Period requirements set forth herein and in the Concession Agreement.

**7. Representation of the Parties**

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

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

b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a certified true copy/ extract of the board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Member of the Consortium is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval;

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

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

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

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

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

d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

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

**8. Termination**

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

**9. Miscellaneous**

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

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

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

| | |
|---|---|
| **SIGNED AND DELIVERED** | **SIGNED AND DELIVERED** |
| For and on behalf of LEAD MEMBER by: | For and on behalf of SECOND PART by: |

| | |
|---|---|
| (Signature) | (Signature) |
| (Name) | (Name) |
| (Designation) | (Designation) |
| (Address) | (Address) |

In the presence of:

1. 2.

**Notes:**

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a certified true copy /extract of the Board/Shareholder's resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Members of the Consortium.

## 12 APPENDIX V: LETTER COMPRISING THE FINANCIAL PROPOSAL

Dated:

To,

**The Commissioner ,**

Tiruchirappalli City Municipal Corporation,

No.58, Bharathidasan Road, Cantonment,

Tiruchirappalli 620001, Tamil Nadu, India

Tel: 0431-2412860/ 91-431-2415396

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

Sub: **Bid for O&M of Integrated Bus Terminal at Panjappur, Trichy for Tiruchirappalli City Municipal Corporation on Public Private Partnership (PPP) mode for a period of 15 years (hereinafter referred to as the "Project").**

Ref: RFP No [•] dated [•]

Dear Sir,

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

| S. No. | Particulars | Minimum Reserve Price | Amount in Figure followed by amount in words | GST | Total Amount |
|---|---|---|---|---|---|
| 1 | Concession Fee | Rs. 50 (Fifty) lakhs per annum | Rs. [▪] per annum | | |

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

Yours faithfully,

(Signature of the Authorised signatory)
Date:

(Name and designation of the of the Authorised signatory)

Place:
Name and seal of Bidder/Lead Member
**[**Note: The Concession Fee above the minimum reserve price of Rs. 50 (Fifty) lakhs per annum for the base year of the Project may be indicated]

## 13 APPENDIX VI: SPECIAL INSTRUCTIONS TO THE BIDDERS FOR THE E-SUBMISSION OF THE BID(S) 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) It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of the authorized signatory/ firm or organization / owner of the firm or organization) from any of the licensed Certifying Agency (Bidders can see the list of licensed Cas from the link www.cca.gov.in) to participate in e-tendering of the Authority.
3)
4) Bidder then logs into the portal giving user id / password chosen during enrollment.
5) The e-token that is registered should be used by the Bidder and should not be misused by others.
6) DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
7) 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 Bid Documents during Bid submission.
8) After downloading the schedule of the Bidding Process, the Bidder should go through them carefully and then submit the documents as per the Bid Document, otherwise, the Bid will be rejected.
9) 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 Bid. Bidders are allowed to enter the Bidder name and Values only.

10) If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the Bidding Documents. Bidder should take into account of the corrigendum published before submitting the Bid(s) online.
11) Bidder, in advance, should prepare the Bid Documents to be submitted as indicated in the schedule of the Bidding Process and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
12) Bidder should arrange for the Bid Security as specified in the Bidding Documents.
13) The Bidder reads the terms and conditions and accepts the same to proceed further to submit the Bid(s).
14) 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.
15) 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.
16) 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. Bid(s) which are not Frozen are considered as incomplete/invalid Bid(s) and are not considered for evaluation purposes.
17) The Authority will not be held responsible for any sort of delay, or the difficulties faced during the submission of Bid(s) online by the Bidders due to local issues.
18) The Bidder may submit the Bid Documents online mode only, through this portal.
19) At the time of freezing the bid, the E-Procurement system will give a successful bid updation message after uploading all the Bidding Documents 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.
20) 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.

21) Successful Bid submission from the system means, the Bid(s) as uploaded by the Bidder is received and stored in the system. System does not certify for its correctness.
22) The Bidder should see that the Bid Documents submitted should be free from virus and if the documents could not be opened, due to virus, during Bidopening, the Bid is liable to be rejected
23) 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, 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.
24) 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 bid documents become readable only after the tender opening by the authorized individual.
25) During transmission of Bidding Document, the confidentiality of the Bid(s) 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.
26) The Bidders are requested to submit the Bid(s) through online E-Procurement system to the TIA well before the Bid Due Date and time (as per server system clock).

# 14 APPENDIX-VII: PROJECT OBJECTIVES AND SCOPE OF SERVICES

## 1. Project Objective

The objective is to select the eligible Bidder to provide O&M services at Panjappur Integrated Bus Terminal in Tiruchirapalli.

## A. Scope of Services:

The broad services expected from the Concessionaire includes the following activity but not limited to:

(a) housekeeping and sanitation services;
(b) Security, caretaker services;
(c) O&M of all electrical and mechanical equipment;
(d) horticulture, gardening, plantation and lawn maintenance;
(e) help desk, front desk & Cloak room management;
(f) waste management;
(g) public parking and visitor management and should ensure that private vehicles are not parked at any place other than the designated areas;
(h) Operation of command control system
(i) Operations and maintenance of Water supply, Underground Drainage, Storm Water Drainage, Lighting, Passenger amenities in waiting area, Seating arrangements, Luggage trolley, CCTV for security / surveillance etc.
(j) general pest control;
(k) reporting and complaint management;
(l) coordination with other service providers;
(m) cleaning of roads, circulation area, bus bays, platforms, grounds, building facade and drains;
(n) building plumbing, carpentry and masonry services;
(o) maintenance of rear and south-west access road (roads from Trichy- Pudukottai Bypass Road, and Trichy – Melur road).
(p) crisis management including primary fire-fighting and lift rescue operations;
(q) Licensing out and collecting of revenue from retail shops, entry fee per omni bus, entry fee per Government Mofussil (SETC, TNSTC, PRTC) buses, cloakroom,

two-wheeler and four-wheeler parking advertisement and any other charges with the approval of the Authority.

(r) Minor repair works including but not limited to plastering wall cracks, fixing of plumbing and electrical fit outs etc., shall be done by the Concessionaire.

Note: Major repairs and renovation due to faulty workmanship of Authority including but not limited to structural defects shall be done by Authority.

**B. Obligations of the Concessionaire**

(a) Providing dedicated shops to accommodate library cum cafe and bookshop.

(b) Ensure hygienic Operations & Maintenance of passenger waiting area, driver's dormitories, toilets, mother feeding room, prayer room, ATM, milk and other passenger amenities / facilities.

(c) Procure and maintain Insurance Cover for entire development cost of the Project of Rs. 275 (Two Hundred and Seventy-Five) crores in terms of clauses 19.1 and 19.2 of the Concession Agreement, 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.

(d) To set up first-aid center, provide ambulances, emergency care facility, prams, pushchairs, stretchers, etc., at the Site. The facility shall be operated & maintained with sufficient Medical / Nursing Care staffs for the entire day (24 Hours).

(e) To renew all licenses and Applicable Permits required under Applicable Law for O&M of Site which would include Fire License, CEIG approvals, lift & escalators license along with 3rd party insurance and any other applicable licenses.

(f) The Site shall remain plastic free and the Concessionaire shall strive to ensure the same.

(g) To provide office space for Authority in accordance with the drawings specified in (Point v - Drawings) - Annexure 1-Appendix VII- of this RFP. However, the Authority reserves the right to make modifications or add additional spaces

without impacting the proposed components on license as mentioned in Annexure 6 of this RFP.

(h) 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.

(i) The Concessionaire is responsible for monitoring all buses (Omni, SETC, TNSTC, local buses) and other private vehicles such as 4-wheelers, 2-wheelers, Autos, and Taxis at the bus terminus. This monitoring will be done using a combination of ANPR (Automatic Number Plate Recognition) cameras and boom barriers at both the entry and exit points. The data will be made accessible online in real-time. The designated officer of the Authority and the Concessionaire shall countersign and verify the number of vehicles on a daily basis.

(j) Obtain approval from Authority before modifications to structures if any, proposed upgradation / additional facilities including MEP, HVAC & Other utilities etc., and for standard sub-license agreement to be executed along with final terms & conditions.

(k) The Concessionaire shall allocate 5% (Five Per Cent) of the retail space to the Authority for any usage as earmarked in Appendix VII- Annexure 6 of this RFP at the rate fixed by the Authority. This allocation may be utilized for various purposes by the Authority, including but not limited to retail. Further, for the designated 5% retail space allocated to the Authority by the Concessionaire as earmarked in Appendix VII- Annexure 6 of this RFP, necessary agreements shall be executed between the Authority and the Concessionaire. Notwithstanding the foregoing, the Authority may license the aforementioned space to any Government Instrumentality or any other agency at its sole discretion. The Authority shall execute all necessary license/sub-license agreements or other relevant documentation with the designated Government Instrumentality or any other agency to formalize such licensing/sub-licensing arrangements.

(l) Allocate 2% of the total parking space as reserved preferential parking, free of charge, to be used by the Authority and/or other allied Government department employees working in the Integrated Bus Terminal.

(m) To obtain approval for the standard operating procedure / maintenance manual including the frequency of maintenance, material and machinery to be used etc. with respect to operations and maintenance for every aspect of the Site in detail. Any change in the same shall be made after obtaining approval from Authority. The manual shall include the below aspects and is not limited to:

(a) Operations & Maintenance of Passenger areas like corridors, platforms, bus fingers, bus bays, lobby area, waiting rooms, lifts, escalators and other circulation area including roads etc.

(b) Toilets & other public convenience facility & amenities including prayer rooms, mother feeding room.

(c) Operations & Maintenance of other operational areas like service areas, control rooms, machine rooms etc.

(d) Parking area in basements, taxi & auto parking areas and circulation area in ground floors etc.

(e) Other non-core areas like terrace, Idle Bus Parking bays etc.

(f) Operations & Maintenance plan including preventive maintenance plan for every Mechanical, Electrical & Plumbing facilities such as lifts, escalators, generators, Fire Protection System, Surveillance, control and alarm systems, Sub-Stations, HT / LT Pannels, STP, WTP, HVAC etc.

(g) Landscape maintenance plan including weeding, mulching, trimming / pruning, mowing etc.

(h) Pest Control Plan including rodent, cockroaches, spiders, mosquitos / flies, snakes etc.

(i) Cleaning of Sewage and rainwater networks, access roads etc.

(j) Major maintenance plan to be undertaken once in every 3 years with respect to inspection, mitigation and maintenance plans

(k) Provide any other maintenance plan as required by the Authority or as deemed as required by the Concessionaire to ensure KPI's or effective operations & maintenance of the bus terminus

(l) To update the maintenance plan on quarterly basis in year 1 and on yearly basis from year 2 for the entire Concession Period or as and when required by the Authority.

(m) The Concessionaire shall set up and maintain Manjappai Vending Machines at up to 3 (Three) locations within the Integrated Bus Terminal in accordance with the drawings specified in Point v: Drawings -Annexure 1(Area Statement) - Appendix VII of this RFP. However, the Concessionaire shall be responsible for bearing the electricity charges associated with the O&M of such vending machines.

(n) The Concessionaire may set up and maintain water bottle vending machines within the Integrated Bus Terminal in accordance with the drawings specified in Point v: Drawings -Annexure 1(Area Statement) - Appendix VII of this RFP provided that such installation does not obstruct, hinder, or create any visual barrier to public movement, vehicular circulation, or overall accessibility within the Bus Terminal.

(o) One kiosk each shall be allocated to the Integrated Bus Terminal Auto Association and Integrated Bus Terminal Cab Association which is registered with the Authority, near the main entrance and main access points of the Integrated Bus Terminal as identified by the Authority. These kiosks shall be maintained by the Concessionaire free of cost.

(p) The Concessionaire may organize promotional events or set up promotional kiosk desks within the Site, provided that such activities do not hinder public movement and are conducted with prior written approval from the Authority. Each individual kiosk shall not exceed 200 square feet in size, and the total combined area occupied by kiosks or event spaces shall not exceed 2,000 square feet at any given time.

(q) An e-Seva Centre within the Integrated Bus Terminal may be established by the Concessionaire at its discretion and cost for public convenience in accordance with the drawings specified in Point v: Drawings -Annexure 1(Area Statement) - Appendix VII of this RFP.

(r) The Concessionaire shall endeavor to achieve net zero status within the Site by installing necessary solar panels or utilizing alternative renewable energy sources within the Site, subject to obtaining the required approvals from the Authority and in compliance with Applicable Laws.

(s) The Concessionaire shall set up an office space within the Integrated Bus Terminal for their own administrative purpose as specified in Point v: Drawings - Annexure 1(Area Statement) - Appendix VII of this RFP.

Note: The above maintenance plan shall be in accordance with the good industry practice, manufacturers manual to ensure high standards. Any modifications as suggested by the Authority shall be adhered and stand final without any implication in any financial or legal consequences for the Authority.

## *2.* Scope of Services

The scope of services under the Service Agreement is as set out below:

### (a) Maintenance Services

The Concessionaire shall be responsible for breakdown maintenance, preventive maintenance and shall coordinate, administer, and certify works of main, manufacturers and AMC service providers as per the terms and conditions stipulated in this RFP. In particular, these activities shall mean:

1. Break down Maintenance:

   The Concessionaire shall be responsible for supervising and coordinating breakdown maintenance. If a breakdown occurs due to defects including manufacturing defects or defect due to faulty erection or any defective work or material, the Concessionaire shall coordinate with the equipment suppliers/contractors to arrange for repair and rectification under the relevant defect liability period or equipment warranty period, as may be applicable.

2. Preventive Maintenance:

   The planned maintenance which is performed while the equipment is still working so as to reduce unexpected breakdown. This maintenance is scheduled based on time (Daily, Weekly, Fortnightly, Monthly, Quarterly, Annually) or usage triggers. Activities in Preventive Maintenance are usually performed based on guidelines from equipment suppliers /manufactures or as instructed by Authority

or as per Good Industry Practice to ensure continuous use without breakdown to ensure maximum life of asset.

3. Management:

- Co-ordination with contractors for rectification of defects falling under warranty or defects liability periods.
- Co-ordination with vendors / suppliers /manufacturers for preventive maintenance.
- Supervise, administer and certify works of main contractors / manufacturers / AMC agencies for rectification of breakdowns (covered under breakdown maintenance/AMC) and for operations.
- Printed comprehensive logbook as per certified standards and procedures, containing tables for daily record of all critical schedules, temperatures, pressures, humidity, power consumption, starting, stopping times of various equipment's, daily record of unusual observations.
- MIS Reporting for overall management of services.
- Co-ordination (with authorized representative of Authority) for conducting drills (earthquake, fire etc.) as per the statutory requirements or as per law of land.

**(b) Operation Services**

The operation services to be performed under the Scope of services include:

I. General Operations

(i) The Concessionaire shall ensure day-to-day unhindered running of the Integrated Bus Terminal as per the satisfaction of the Authority and shall undertake day to day repairs as might be required

(ii) Concessionaire shall ensure that all complaints are attended and rectified within the time specified as per the service level as required in this RFP.

(iii) The Concessionaire shall ensure unhindered operation of Buses in Terminal, Depot, Idle Bus Bays and along the circulation area and smooth movement of public in the Site

(iv) The Concessionaire is required to make prior arrangements for festival seasons and emergency situations, in addition to the average number of buses and footfalls expected

(v) The Concessionaire shall be required to obtain approval of the arrangement plan from the Authority and the relevant Government Instrumentality in case of festival seasons and emergencies.

(vi) The Concessionaire with the help of Tamil Nadu Police Department and Authority shall ensure that sleeping of people in circulation area, hawking, loitering etc. shall not be allowed at Site. Further entry of stray animals shall be avoided.

(vii) Maintenance of the access road including daily cleaning, black toping / make good the potholes / any other minor fixes to ensure effective movement of buses and passengers for the Concession Period

(viii) Ensure Site is free from stray animals & pets to ensure safety of passengers.

**II. <u>Operation of Equipment and Fixtures:</u>**

(i) The Concessionaire shall ensure operation and upkeep of all equipment (electrical, mechanical etc.) in accordance with O&M manuals provided by the Authority or the manufacturers of such equipment and ensuring safety of equipment and personnel using it in accordance with Applicable Laws (some details of pumps, AC / HVAC, Lifts, Escalators, Sewerage System, plumbing, Fire Fighting, and other electrical works are enclosed in the RFP).

(ii) The Concessionaire shall ensure that day to day works such as removing choking matter from drainage pipes, manholes, restoration of water supply, repairs to faulty switches, watering of plants, lawn mowing, hedge cutting, sweeping of leaf falls etc. are attended under day-to-day service facilities.

(iii) The Concessionaire will ensure that all filters, belts, fasteners, fixtures, lubricants, and other routine items are installed and are working properly.

(iv) The Concessionaire shall operate all equipment, fittings, and fixtures (electrical /mechanical/plumbing etc.) on regular basis and ensure the smooth functioning of the area such as operation of pumps for filling water to tanks as per the requirement.

(v) The Concessionaire shall carry out daily, weekly, quarterly, half-yearly and yearly checks as per the relevant O&M manuals for smooth operation and functioning of the area.

(vi) The Concessionaire shall operate and maintain the complete access control system, Fire alarm system, CCTV System, PA system and any other systems

as installed at the Facility

(vii) The Concessionaire shall monitor and maintain the ambient room parameters (temperature, humidity, noise level, required light levels etc.) for different components/areas/exhibits/artefacts as specified in the O&M manuals carefully, at all times throughout the Concession Period. Any damage done to the exhibits/ artefacts / equipment due to non-maintenance of required ambient room parameters will be the responsibility of Concessionaire and the Concessionaire shall make good the damaged exhibit / artefacts / equipments at its own cost.

However, the services described above shall not be deemed to be exhaustive and shall include all other services required to be performed by the Concessionaire for operating the Integrated Bus Terminal in accordance with the highest Safety Standards and Good Industry Practices and delivering the Services as per the satisfaction of the Authority. The Concessionaire shall maintain the service levels and also maintain minimum manpower as per detailed scope described below.

**(c) Housekeeping and cleaning Services –**

*a) General Cleaning Services: The* Concessionaire *shall*

(i) Perform routine cleaning of the internal and external areas to meet the required service standard.

(ii) Ensure cleanliness of all common spaces and space inside the Integrated Bus Terminal at periodic intervals.

(iii) Perform cleaning and upkeep of passenger waiting areas and amenities, IT & AV equipment in the facility as per the directions in the O&M manuals or as per directions of the Authority.

(iv) Perform periodic cleaning of glass facades, structures at the entrance plaza, external claddings etc. at all heights (internally and externally).

(v) Provide additional housekeeping services as and when required by the Authority for ensuring compliance with objective and scope of services or SLA for the said Project.

(vi) Deploy equipment for cleaning and shall be responsible for maintaining these at all times. All costs for purchase/repair/spares/ maintenance etc. for these equipments will be borne by the Concessionaire.

(vii) Be responsible for the safekeeping of the equipment at the facility and shall ensure that such equipment is not taken out of the Site at any time during the Concession Period other than for repairs. In case such repairs take more than a week, the Concessionaire shall arrange to provide alternate equipment for the facility.

(viii) Adopt a proactive approach to the delivery of these services. The Concessionaire shall report immediately any defects, deterioration, or damage to the property at the facility as soon as they become aware of such defects in the course of their duties under the Service Agreement.

(ix) Dusting / cleaning of all furniture, sills, counters, screens, blinds & curtains, light fittings, signage, doors, door frames, fittings and glass pans etc. to remove debris, stains, cobwebs and marks.

(x) Stairs including treads, risers, nosing, banisters, balustrades, handrails, ledges and protective wire guards where present must be free from dust, debris, stains and marks.

(xi) Polishing / vacuum cleaning / cleaning of floors, carpets, carpet tiles, mats and mat wells and ensure the same must be free from grit, dust and debris with no apparent stains. They must be clean and dry. All carpeted areas are to be cleaned by the manufactures recommended methods and recommended intervals.

(xii) Clean all water tanks and disinfect such water tanks before the start of the rainy season and as instructed by the Authority.

(xiii) Regular cleaning of storm water drain, manholes, sewage lines etc. for removal of any blockages.

(xiv) Entrances, service areas, parking areas, paving, paths, roads, lawns at the entrance, outside Integrated Bus Terminal must be maintained so that no graffiti, debris, litter, cigarette ends, dirt or spillages are apparent after cleaning.

(xv) Server Room, Control Room etc. must be free from dust, static electricity and be left clinically clean (to be done in presence of the officials concerned).

(xvi) Sticky substances like chewing gum shall be removed before any cleaning procedure is carried out using an appropriate cleaning technique and

chewing gum remover.

(xvii) Care is to be exercised to ensure passenger safety. Wet floors should be sign- posted. Trailing cables and open sockets should be made safe.

(xviii) All cleaning methods used must be of a sufficient quality to meet these standards and to maintain any guarantees on the floor covering.

(xix) Stainless steel surfaces must be treated with an appropriate cleaning and polishing agent.

(xx) The Concessionaire shall develop and implement a housekeeping plan for all types of cleaning surfaces (e.g. walls, floors, façade, ceiling-as appropriate, furniture, windows, glass, restrooms, etc.) along with material specifications and machineries to be used and any other details as required by Authority that are within internationally accepted cleaning industry standards, to extend the life of these surfaces through routine, periodic and as necessary, restorative cleaning process with the prior approval from the Authority. Any changes suggested by the Authority shall be followed without having any financial impact or claim on the Authority.

(xxi) The Concessionaire shall be primarily responsible in the management of wastes from vending zones, food court, bus bays, passenger waiting areas and restrooms including collection and storage.

(xxii) The Concessionaire shall place dustbins with colour codes for plastic waste, Biodegradable waste, hazardous waste etc. and shall segregate and dispose at the specific location in Site as instructed by the Authority. Necessary safe and environmentally friendly disposal / reuse of waste generated shall be ensured to the extent possible. Further, it shall coordinate with waste hauling services contractor on schedule of hauling of wastes from the Integrated Bus Terminal to the designated disposal site.

(xxiii) The Concessionaire shall ensure that all consumables are always available for use by building occupants / users. These include cleaning chemicals, hand soap, paper towels, toilet paper etc. Concessionaire shall be required to manage and monitor inventories and inform the Authority in good time to re-order. This shall also apply to Integrated Bus Terminal furniture and other miscellaneous equipment/facilities.

(xxiv) The Concessionaire shall ensure cleaning of roof and wall area and

removing any cobweb, dirt, dust etc. All common areas are to be disinfected on regular basis.

(xxv) The Concessionaire shall ensure cleaning and checking the Bus Bays and roads on regular basis.

*b) Cleaning of Toilets*

(i) All sanitaryware including sinks, wash hand basins, WC / IC 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.

*c) 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. The Concessionaire shall develop a garbage processing yard of approximately 20,000 square feet at its cost, including the construction of

necessary civil structures for the same, as per the applicable Standards and Specifications and in accordance with the drawings specified in Appendix VII-Annexure 1 (Point v - Drawings) of this RFP. The Concessionaire shall be responsible for obtaining all requisite statutory approvals, permits, and clearances from the relevant Government Instrumentalities for the development and O&M of the garbage processing yard. The said garbage processing yard shall be used exclusively for garbage-related activities, and no other activities shall be permitted therein.

(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 Integrated Bus Terminal to the accredited disposal area.

(viii) The Concessionaire shall ensure that the disposal of garbage is 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 Site. The Concessionaire shall provide all the necessary cleaning tools and approved chemicals to make the area tidy.

*d) General Pest 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

Pest Covered: Ants, cockroaches, silverfish, spiders, ticks, bugs, crickets, termites etc.

The Concessionaire shall take the following control measures:

- Intensive / extensive spray with oil / water-based chemicals.
- Frequency: as per prescribed schedule

(ii) Rodent Control

Pest Covered: Domestic/Field Rodents.

The Concessionaire shall take the following control measures:

- Baiting with anti – coagulant rodenticide / asphyxiates type chemicals
- Trapping with lures
- Eliminating rats / mice with glue traps
- Frequency: as per prescribed schedule

(iii) Fly Control

The Concessionaire shall take the following control measures:

- Sanitation
- Chemical control
- Frequency: as per prescribed schedule

(iv) Mosquito Control

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

- Residual Spot Spraying
- Fogging Operations
- Mist Blowing
- Frequency: as per prescribed schedule

*e) Housekeeping Monitoring and Control:*

For better management and smooth services, the following monitoring mechanism will be adopted by the Concessionaire:

1. **Toilets Checklist:**

   The Concessionaire shall maintain a checklist covering cleaning and

sanitation of toilets. This checklist is to be attached on the back of the toilet door. It is to be updated and filled up by the Concessionaire on duty at regular intervals each time the toilet is cleaned.

2. **Common Areas Housekeeping:**

   The Concessionaire shall maintain a register covering details of the cleaning and sanitation of common areas such as lobbies, corridors, staircases etc. This register shall be updated and filled up by the Concessionaire on duty at regular intervals each time such common areas are cleaned.

**(d) Help Desk & Reception Services**

The Concessionaire shall operate the front-desk/help-desk as per the guidelines provided by the Authority. These Services pertain to assisting/guiding the visitors, Authority's staff, attending to problems at the help-desk, resolving the problems to closure, which occur on day-to-day basis and shall also include support for bus information and other passenger services.

The help-desk/front-desk operations shall include responding and resolving the problems which may relate to visitors/Site which may or may not be logged (problems such as failure of Public Announcement System, UPS, fire alarm etc.).

The Concessionaire shall also undertake the following:

1. Complaint and Incident Management Register:

   **Maintenance of 'A' Register**

   The Concessionaire shall maintain a separate register, referred to as the 'A' Register, to record all complaints and incidents, including but not limited to theft, missing persons, missing or unclaimed items, accidents, nuisances caused by miscreants, and any other events disrupting the day-to-day operations of the Bus Terminal. The Concessionaire shall designate a nodal officer to coordinate with the local police for matters recorded in this register. The 'A' Register shall include appropriate columns such as

complaint number, date, name and address of the complainant, substance of the complaint, details of missing/unclaimed items, and actions taken by the Concessionaire. Upon registration of a complaint, the Concessionaire shall issue a receipt to the complainant stating the date, complaint number, and actions taken. All complaints recorded in the 'A' Register shall be promptly forwarded to the nearest Police Station in the prescribed format containing all basic details of the complaint for necessary legal action. Any unclaimed items shall be handed over to the nearest Police Station through the nodal officer designated by the Concessionaire for further action.

**Maintenance of 'B' Register**

The Concessionaire shall maintain a separate register, referred to as the 'B' Register, to record complaints regarding facilities and maintenance within the Bus Terminal.

**Monthly Reporting to the Authority**

The Concessionaire shall submit a monthly report to the Authority detailing the status of complaints received and the handover of missing goods to the respective persons or the relevant Police Station. The report shall be submitted on a regular monthly basis, in the format and manner prescribed by the Authority.

**Handover Documentation**

In cases involving the handover of lost goods, missing persons, or reports of nuisance, the identity and contact details of the person collecting the item or individual concerned shall be duly recorded. The Concessionaire shall comply with any further directions provided by the Police or the Authority regarding such matters.

2. **Suggestions Book:**

The Concessionaire will maintain a suggestions book in which any user of, or visitor to, the Facility can record suggestions for the betterment of the

Services. To the extent practical, the Concessionaire shall take on board these suggestions to improve the quality of the Services.

**(e) Gardening & Lawn Management**

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.

Concessionaire shall grow seasonal plants and seasonal flowers as deemed fit by the Authority to maintain the horticulture/ landscape as per the satisfaction of the Authority. Concessionaire shall make required arrangements and proper use of required insecticides, Pesticides, Fertilizers, and Manures etc.

Broad Scope of services will be as follows:

(a) daily watering;
(b) weed removing;
(c) trimming and pruning;
(d) soil mulching;
(e) lawn mowing;
(f) hedges and shrubs cutting etc.;
(g) cleaning garden areas;
(h) applying fertilizer or compost manure/vermi culture manure as per direction or as and when required;
(i) applying pesticides and fungicide as per direction or as and when required;
(j) maintenance of vermi compost pits;
(k) disposal of dry/fallen leaves;
(l) seed collection and sowing;
(m) preparation and maintenance of planting materials;
(n) operation of tools, machinery as required for the garden; and
(o) general maintenance of existing plants, tools, etc.
(p) make good the defects during Defect Liability Period (180 (One hundred

and Eighty) days) as per the Concession Agreement.

**(f) Complaint management**

Concessionaire shall create a complaint kiosk with a designated senior official of the Concessionaire managing the same with adequate infrastructure for time bound complaint management. Concessionaire shall develop an online software-based application for facilitating complaint raising by end-users where an acknowledgement number shall be issued automatically to the complainant and enabling easy monitoring by the Authority. Such facility shall be easily approachable and adequate signage should be provided to guide end-users to the complaint kiosk.

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. These defined **SLA are provided in Annexure-3**

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.

**(g) Reporting**

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:

(a) Initial Review Report;
(b) Monthly Reports;
(c) Deployment Report;
(d) Attendance Reports (Bio Metrics) ; and
(e) Statutory compliance intimation report
(f) Lost & Found Register

The MIS report shall cover the following aspects:

- Consumption and stock of consumables
- Compliance of preventive maintenance plan
- Resource deployment report (manpower, equipment)
- Expense report (committed and invoiced amounts)
- Energy consumption – by utility, by premise
- Status of periodic activities as described under scope of services for Operation, Maintenance.
- Facility Inspection: The Concessionaire shall conduct regular comprehensive facility inspection and perform any additional operations & maintenance activities that will maintain/enhance the appearance, operation, and safety aspects of all the facility as approved by Authority. The Concessionaire shall indicate frequency of inspection covering entire Site.
- Highlight Critical Issues/Problems with recommended solutions which should contain the technical recommendations / alternatives, cost, time schedules, etc.
- Prepare a foot fall report for the visitors.
- Customer Feedback Analysis
- Report on Audits/ drills etc.
- Complaint Management reporting.
- MIS on procurement, statutory payments & on any other invoices processed by Authority.
- Any other reports as needed from time to time.
- IT assets, stationaries and operating cost required to prepare report is in the scope of Concessionaire
- Concessionaire has the option to use any software for managing the Facility.
- Concessionaire shall submit the Performa and format and the same shall be approved by Authorized Officer.
- Statutory compliance intimation report: Concessionaire shall maintain a log/ tracking sheet of all statutory or regulatory compliance and is responsible for obtaining all approvals/licenses for the O&M of the Project including

their renewals thereof. Concessionaire shall monitor and intimate the Authority minimum 30 days or as required in advance before expiry of any such statutory or regulatory compliances.

- Any other reports / compliance certificates as needed from time to time.

**(h) Parking Management**

The Integrated Bus Terminal 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:

- Collection of Revenue;
- Support for parking management;
- Manage operations at entry and exit passenger vehicles;
- Vehicle and traffic management within the facility / free parking area;
- Managing movement of vehicles at drop-off points to avoid congestion
- Monitoring & guiding for smooth and hassle-free parking; and
- Surveillance of vehicle movement.
- Coordination with Authority / authorized representative of Authority where required;
- Performing housekeeping duties in the parking area, maintaining ambient air quality, and displaying advertisements in the parking area;
- To ensure ambient air quality and fresh air circulation in the basements
- No person shall cause or permit a taxi/auto to ply for hire or load passengers other than at a designated authorized standing area determined by the Authority. The Concessionaire must adhere to any additional guidelines for managing autos/taxis as approved by the Authority;
- The Concessionaire shall install appropriate additional equipment / signage, etc. to manage and monitor the entry and exit points including automated ticketing facilities.

**(i) Security/Attendant Services (Watch & Ward)**

The activities and responsibilities of the Concessionaire with respect to security

services are:

- To provide security services for the protection of life and property against theft, pilferage, fire etc.,
- Ensure safety and security of men and material,
- Guiding passengers and visitors to desired bus bays/ locations/concerned officials/ occupants,
- Checking of gate passes and to regulate the entry and exit of vehicles/materials,
- Prevent entry of stray animals like cow, dogs etc.,
- Round the clock patrolling of the Facility,
- Handheld metal detectors should be provided by the security agency to security guards for sample checking and frisking of visitors as well as their carry bags,
- The Authority shall provide scanners, metal detectors, and other necessary equipment as required by the Tamil Nadu police to conduct vehicle checks at entry points as needed. In case of theft or security footage requirement and other aspects relating to safety and law/order, the Concessionaire shall cooperate with Tamil Nadu Police and other allied departments of the Authority and/or Government. The guidelines issued by the Authority/ Tamil Nadu police with respect to the security of the Integrated Bus Terminal shall be adhered by the Concessionaire.
- Concessionaire shall maintain records of inwards and outwards movement of men, materials and vehicles, etc. with proper check as per instructions given from time to time by Authority
- Effective involvement during the crisis management like fire accidents and bomb threats and during periodical drills. Liaison with appropriate agencies in case of emergencies/Disaster & be well equipped with their update contact numbers,
- Having effective control on movement of materials in / out,
- Physical guarding of entry / exit points,
- Screening / directing of passengers and visitors,
- Patrolling and guarding various common areas and surroundings to ensure

adequate safety and security,

- Assisting the occupants during the emergency evacuation of the terminal,
- Rescue operation of passengers stranded in the lifts,
- Complete disaster management in case of emergencies/ disasters,
- Ensuring and monitoring the operations of Barriers & Access Control System,
- Lodging of complaints/FIRs in case of emergency/disaster on intimation,
- Providing a logbook register for making entries by the security personnel of their presence at duty Site,
- Provide at its own cost:
    a. proper clean uniform and badges and
    b. photo identity cards as per laid down rules for Private Security Agencies.
- Concessionaire shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Authority will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty. Concessionaire shall bear all the expenses incurred on the following items i.e., required security devices, metal detectors, searching mirror, Walky-Talky, provision of torches and cells, lathis/ballams and other equipment to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.
- Submission of notification regarding abandoned vehicles in parking lots and their subsequent removal, with the assistance of the Police;

**(j) Management of command control Center –**

The Concessionaire operator shall be responsible for managing the command control center in the terminal. The Concessionaire shall provide experience personnel for the operation of command control system. The Concessionaire shall ensure that necessary information is promptly shared with the Authority, Tamil Nadu police, or any other person authorized by the Authority.

**(k) Water supply Maintenance**

- Water supply source will be provided by the Authority.
- Pumping water to the overhead tanks in the Integrated Bus Terminal by switching on the pump and switching off after filling up the water, in two shifts, or as frequently as required.
- Check the availability of water in the water tanks and fill the tanks as when required.
- All the water coolers/ water tanks in the Integrated Bus Terminal have to be cleaned twice in a week by a trained person.
- Filters provided in the water purifiers are to be cleaned as per the instructions of the suppliers.
- Chlorinating the water at overhead tank/ storage tanks as per the requirement and Maintenance of water quality.
- Disconnecting and reconnecting plumbing connection in case of water heaters/ geyser, electrical gadgets, wherever such electrical items are required to be replaced / repaired.
- Arresting leakage through window sills, etc and arresting leakage in sanitary and water lines with sealant / caulking materials.
- Cleaning of drinking water/ pipelines, rainwater lines, wastewater pipes, bore well water lines including disconnecting and reconnecting the pipes as per requirements.
- Fittings and pipes including bore well pipes of the Integrated Bus Terminal which may clogs and cleaning is necessary on regular / urgent basis.
- Operating and keeping all equipment, accessories, safety/protection devices etc in healthy condition at all times including cleaning on daily basis
- Attending to breakdowns, failures, faults in the equipment/system, replacement/repair etc and restoration of operation within the shortest possible time
- Repair of faulty spares/items as required
- Checking and maintaining logbook for running of pumps and water levels reading in different tanks / sumps.
- Cleaning of pump house, sump & bore well pumps including pumps, motors, starters, panels, pipe racks etc
- Performing periodic water quality sampling/ testing and submit test results

to Authority for necessary action.

- Entry of meter reading/ consumption monitoring on a day-to-day basis and reporting to Authority.
- In addition to the aforementioned works the contractor shall carry out necessary maintenance, renewals, repairs, replacements and relevant works as directed by the Authority.

**(l) Sewerage & Drainage Maintenance**

- Cleaning of manholes, septic tanks, closed drains, gully trap, gutters inside the Integrated Bus Terminal 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.
- Cleaning and removing the chokes in the sewer lines below / above ground level for smooth functioning of sewerage system and maintenance of the same.
- Operation, maintenance and repairs of suction, delivery and diversion valves provided on the main sewer pipeline for disposal/ diversion of Integrated Bus Terminal sanitary effluent to city/ town main sewer.
- Operation, maintenance and repairs of electrically/ diesel operated portable centrifugal pump for pumping out of effluent (sanitary) water from manhole or from any other place. The job includes shifting of pump etc. from one location to another location, removal and fixing of suction/ delivery pipes etc. as per directions of Engineer-in-charge/ his authorized representative
- Cleaning of major storm water drains flowing inside the Bus Terminal, at least once in a month and disposing immediately the silts, mud, debris etc. to Authority dumping ground without causing nuisance to anybody.
- 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.
- In addition to the aforementioned works the contractor shall carry out necessary maintenance, renewals, repairs, replacements and relevant works.

**(m) Electrical Maintenance**

- Electrical maintenance of various type of buildings/ structures within the bus

terminal

- Electrical maintenance of Bore well pump motors, Street lighting and periphery lighting inside Integrated Bus Terminal such as Service complex, meeting rooms, canteen, corridors, toilets as directed.
- Electrical maintenance of operational area inside Integrated Bus Terminal such as Power stations, AC plants etc., under the supervision of Authority Staff as directed.
- Attending to making good of fuse off complaints
- Replacing of burnt out or damaged switches, sockets, holders, switch boards etc.,
- Temporary wiring and lighting
- Dismantling of burnt pump motors, burnt ceiling fans, burnt chokes of light fixtures and installing the same after repairs
- Fixing of Geysers, boilers, repairing of geysers for the replacement of defective thermostat, rectification of major leaks of the geyser
- Repairing the burnt chokes of street light fixtures and changing of fused Authority in the fixture
- Periodical maintenance of light fittings, street light fittings, ceiling fans, exhaust fans including repairs like replacement of fused Authority and tubes, checking of chokes, capacitors, starters, holders, terminals, control gears, regulators etc.
- Periodical checking and maintenance of all electrical installations such as water supply pump motors, garden/ landscape pump motors and starters
- Diagnosing the cable fault and rectifying the defects by providing straight through joints, end terminations etc., as directed.
- Preventive maintenance of above listed installations to be carried out in a well-planned manner with periodicity as detailed in general, as directed.
- Any other electrical maintenance / repair works as required other than the ones mentioned above shall also be executed by the Concessionaire, as per the directions of the Authority.
- Preventive maintenance shall be effectively carried out in consultation with Authority.

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

**(n) Street Lighting Maintenance**

- Checking of street lighting within the Bus Terminal.
- Replacement of defective parts of streetlight such as holder, bulb, tubes, chokes etc.
- Regular switching "ON" and "OFF" streetlights.
- Replacement of defective street-light fitting/fitting cover/ lamp, if necessary.
- Painting of street lighting pole if necessary.
- Entry of meter reading/consumption monitoring on a day-to-day basis and reporting to Authority.
- Identify and Implement Energy Saving options in Street lighting.

**(o) Other Jobs**

- Attending to all the Complaints recorded in Registered / received relating to Civil, Water Supply and Sanitary Systems & Plumbing works and Allied works and rectifying the defects wherever necessary including cost of materials replaced in the Bus Terminal.
- Eradicating weeds, shrubs, etc. and removal of plant growth in external and common areas of buildings and in plumbing lines periodically without any extra cost such as scaffolding, etc. by pouring acid / saturated ammonium sulphate solution periodically.
- Providing all tools, tackles, machines, equipments and other housekeeping/ maintenance related consumables etc. Safe custody of all such materials will be Concessionaire’s responsibility. No extra charge will be paid for the same.
- Procurement & supply of spares in time so that O&M is not held-up for want of spares.
- Procurement & supply of consumables in time so that O&M is not held-up for want of consumables.
- Preventive Maintenance of equipment including planning, drawing-up PM Schedules etc. This would include all checks/works, servicing/overhauling

as per manufactures' manuals as available with Engineer

- Co-ordination with other agencies operating at Site, statutory authorities etc. for carrying out the work including arrangement for shut-downs etc
- Maintaining daily logbook of events, complaint registers/files, spares consumption registers/files etc.
- Any other work required for efficient O&M of the Systems not mentioned above or as directed by Authority.
- Performing daily, weekly, monthly, quarterly, half yearly and annual checks for efficient Operation & Maintenance of the Systems as and when required and as advised by the Engineer in-charge.
- All the workers engaged by the contractor in the Bus Terminal, shall have the uniform.
- The Contractor shall provide proper uniform, shoes and other safety gadgets like hand gloves, raincoats etc., for their personnel during O&M services at Site.
- All staffs of the organization shall bear photo identity card during the period of work, which shall be duly signed by the authorised representative of the contractor.
- All workmen/manpower to be engaged by the contractor should be covered under the statutory government regulation framed from time to time.

**(p) Manpower deployment**

The Concessionaire shall deploy an Estate head who shall be either a nodal officer or an ex-army man for overall management of entire operation, personnel and ensure different standards of service/operation to be performed under the Scope of services. The manpower should be briefed in a manner that they are ready to take additional/ alternate tasks in case there is a heavy rush in the Bus Terminal.

i. The minimum manpower required to be provided by the Concessionaire as set out in **Annexure 4**.
ii. Concessionaire shall provide the above minimum manpower to efficiently and effectively manage the facility. However, Concessionaire shall be responsible

to maintain the service levels as required and shall be liable to deploy additional manpower as per the requirement to fulfil the scope of services for the Concessionaire.

iii. In case any category of staff is required on a 24 X 7 basis availability, the same shall be conveyed to the Concessionaire during the Concession Period and as required from time to time. The payment for such manpower shall be in accordance with the provisions of Code on Wages, 2019.

iv. The impact of additional requirement of manpower for reliever, night shift, leaves and off days shall be taken into account by the agency while determining the cost of respective category of manpower.

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

vi. The Concessionaire shall comply with all Applicable Laws including labour legislation etc.,

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

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

ix. Adherence with all Applicable Laws, policies, codes, regulations, rules including labor laws, labor codes and Occupational Safety, Health and Working Conditions Code, 2020 as amended from time to time

**(q) Advertisement Guidelines**

The guiding principles Outdoor Advertising Policy are as detailed in this section. In addition, the same shall be revised, modified, changed, added, removed etc. as and when required by the Authority and approval for same shall be obtained by concessionaire before implementation of same.

(a) The guideline for advertising is driven, not only for revenue imperatives, but for enhancement of overall user experience of the Bus Terminus. Therefore, in its implementation, it will be clear that digital advertisements are permitted to enhances the external / internal aesthetics of the Site and if there are any concerns on the below aspect advertisement / branding shall not be permitted by

Authority:

a. Concern for Road, Pedestrians & Users safety
b. Has any Structural modification / implications
c. Obstruct the External Façade, Elevation of the Site / development

(b) The policy will explicitly work to discourage visual clutter. This will be done by increasing the space between the advertisement

(c) The policy is judicious in ensuring that there is a differentiation between the use of commercial advertising and self-advertising, where signage is used to identify the location of the sub- license of the building or the space within the building.

(d) No political advertisement shall be permitted.

(e) Advertisements shall not show or refer to dangerous practices or manifest a disregard for safety or encourage negligence. Encourage Safe practices e.g. wearing of helmets and fastening of seatbelts, not using mobiles/cell phones when driving, etc.

(f) The sign boards should be non-reflective such that they do not flash or glare at drivers on the streets. They should not use reflective surfaces as mirror foils as the use of such material is visually disruptive to traffic and can be hazardous to drivers.

(g) All lighting associated with the Advertising Device shall be directed solely on the Advertising Device and use of flashy colours or reflective material that will divert the attention of the users shall be prohibited

(h) Upward pointing light of the device shall not be allowed, any external lighting is to be downward pointing and focused directly on the sign to prevent or minimize the escape of light beyond sign.

(i) Display of posters, banners, wall painting shall be restricted.

(j) Carrying of advertisement on animals, animal drawn vehicles/carriages or using live animals to advertise in the city is strictly prohibited and no person shall advertise in any manner or cause to be advertised, any advertisement that shall damage, cut, stuck, nailed, tied, attached, fixed in any manner on any tree

(k) Advertisements will not be allowed or shall be demolished or removed anytime which contains the following themes/messages:

a. Defamatory towards any caste, colour, creed, religion, nation,

community, race or institution;

b. Advertisement of drugs, alcohol, cigarette or tobacco items;
c. Advertisements propagating exploitation of women or child;
d. Advertisement depicting cruelty to animals;
e. Advertisement casting aspersion on any brand or person or trade;
f. Advertisement glorifying violence or advertisement of Weapons and related items (such as firearms, firearm parts and magazines, ammunition etc.);
g. Advertisements which may be defamatory, trade rebellious, obscene, Nudity, Pornography, contain an "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986 or unlawful;
h. adherence with any of the conditions of the agreement;
i. Advertisement linked directly or indirectly to or include description of items, goods or services that are prohibited under any Applicable Laws for the time being in force;

(l) Obstruct the clear vision for users, signages, public information displays etc., block the passage or entrance or cause inconvenience of access to any part of the building or block the passage of light or circulation of air/ ventilation to any building or block any door, window, verandah or any such opening in any building or cause any inconvenience to the public or buses or other vehicles within Site.

The concessionaire shall obtain approval from the Authority for:

(a) Advertisement Strategy, Plan, Implementation methodology, operational & maintenance procedures or any other regulation or guiding principles to ensure adherence to the above regulation before Appointed Date.
(b) Erection of new structure, media or modification or removal of existing structure etc. for advertisement, branding etc. post Appointed Date.

**(r) Others:**

The Concessionaire shall be responsible for O&M of the Integrated Bus Terminal and manage the following aspects for ensuring proper O&M of the facilities at the Site:

(a) 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.

(b) Shall assume responsibility for all services outlined in the Scope of Services.

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

(d) Ensure working of all audio-visual equipment at various locations within the facility and assist office bearers for setting up of the installed devices and configuring it. The personnel handling the audio-visual equipment have to be conversant with the devices installed in the facility. Such personnel shall be informed by office staff about meetings / events for which the devices need to be used / configured. They are also required to test the devices at regular intervals to ensure all are in working condition and report any issues with audio-visual equipment through the facility manager to the Authority. They are also required to ensure timely cleaning of all installed devices, systems, screens etc.

(e) 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.

(f) Submission of Daily Position Reports, Failure Investigation Reports, Operation & Maintenance Reports.

(g) Maintenance of reports, log-books etc. for operation & maintenance of various systems & equipment, maintenance of equipment history,

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

(i) Prepare a preventive maintenance plan for all equipment/fittings & fixtures, ensuring 100% compliance. The Concessionaire shall co-ordinate for:

- Repair technician for doors, blinds and floor springs etc.

- Original Equipment Manufacturer (OEM) of Building Management System, CCTV, Access Controls, Lifts, Escalators, HVAC and other E&M systems, (auto flush system, other sanitary fixtures), AV Installations and related items covered under the scope of Main Contractor.
- Works like painting, polishing, tiling, ceiling etc.

(j) Calculation of common area maintenance charges.

(k) Prepare and maintain the records of routine services, visits provided by AMC providers and tracking to be done against actual visits.

(l) Keep the inventory status of all spares and consumables required for the maintenance of the facility and update on weekly basis and maintain the records of consumption.

(m) Conduct quarterly systems & equipment health audits with and through the AMC Service provider and submit a health status report to the Authority / authorized representative of Authority.

(n) Coordinate with third party for conducting equipment audit, fire audit as and when required by Authority.

(o) Brief the representative on maintenance & operational proceedings as required

(p) The Concessionaire shall be responsible for providing space for a Wellness Centre/First Aid Room as indicated in the floor plan for the Ground Floor.

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

(r) The Concessionaire is required to offer complete assistance to the Tamil Nadu police in the event of any theft or when inspecting CCTV footage or providing any additional information, in case of any incident or otherwise and shall co-operate with the Tamil Nadu police, Authority or any other persons as instructed by Authority in any matter whatsoever.

(s) Conduct medical / general health check ups for all the staffs regularly

### *3.* 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 Annexure-5 dealing with Deduction for Non-performance.

Failure in performing the delivery obligations is to be to be cured in accordance with Annexure-3 dealing with Key Performance Indicators under Service Level Agreement. 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 Concessionaire or by the Authority at the expiry of the Minimum Requirement Period as per the Annexure- 3 granting an additional repair period along with imposition of appropriate penalty as mentioned in Appendix VII- Annexure 3 of this RFP 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 the 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 cost of the Concessionaire. If the Concessionaire fails to rectify the defect three times in continuous period of 365 (Three hundred and Sixty-Five) days, it shall result in the termination of the Concession Agreement. 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.

### *4.* Revenue Components

The revenue generating components in the Project includes the following:

(i) Entry fee per Government Mofussil (SETC, TNSTC, PRTC) buses

(ii) entry fee per omni bus

(iii) retail shops

(iv) advertisements

(v) 2W/ 4W parking

(vi) cloak room

(vii) Any other charges with the approval of the Authority

## *5.* Annexures

### Annexure 1 – Area Statement

i. **Site Area - Summary**

| S. No | Particulars / Location | Site Area | | |
|---|---|---|---|---|
| | | Acres | Sqm | Sqft |
| 1 | Terminal Building Including bus platforms | 5.55 | 22,474 | 2,41,911 |
| 2 | Landscape in site | 3.47 | 14,057 | 1,51,309 |
| 3 | 2-wheeler surface parking | 0.58 | 2,345 | 25,244 |
| 4 | Bus driveway - Mofussil / Omni and Idle parking | 15.11 | 61,140 | 6,58,108 |
| 5 | Paved Area- Auto / Taxi driveway | 3.41 | 13,797 | 1,48,509 |
| 6 | Bus ramp to first floor | 0.70 | 2,822 | 30,379 |
| 7 | Basement entry ramp | 0.13 | 522 | 5,616 |
| 8 | Driver's dormitory building | 0.20 | 824 | 8,871 |
| 9 | Paved area near driver's dormitory | 0.22 | 891 | 9,592 |
| 10 | Platforms in Auto / Taxi parking area | 0.93 | 3,762 | 40,490 |
| 11 | Toilet Area in Landscape | 0.04 | 177 | 1,900 |
| 12 | EB room | 0.05 | 200 | 2,153 |
| 13 | Future development | 1.60 | 6,466 | 69,597 |
| 14 | Exterior road - Rear and Southwest - 36 m road | 8.61 | 34,844 | 3,75,052 |
| | Total site area | 40.60 | 1,64,321 | 17,68,731 |

ii. **Detailed Site Area- Integrated Bus Terminal (Building)**

| S. No | Particulars / Location | Site Area | | |
|---|---|---|---|---|
| | | Acres | Sqm | Sqft |
| **A** | **Basement Floor** | | | |
| 1 | Drive way / Parking area | 1.82 | 7,378.96 | 79,426 |
| 2 | Lifts/ Main ducts area | 0.01 | 37.03 | 399 |
| 3 | Skylight Duct Area | 0.02 | 71.76 | 772 |
| 4 | Escalator | 0.01 | 49.59 | 534 |
| 5 | Staircase | 0.03 | 118.07 | 1,271 |
| | Total Area - Basement | | 7,655.41 | 82,402.10 |
| **B** | **Ground Floor** | | | |

| S. No | Particulars / Location | Site Area | | |
|---|---|---|---|---|
| | | Acres | Sqm | Sqft |
| 1 | Terminal Building - Commercial Area (Shops, Restaurants, etc.) | 0.43 | 1,757.10 | 18,913 |
| 2 | Terminal Building - Admin & Utility Space | 0.21 | 852.63 | 9,178 |
| 3 | Terminal Building - Circulation Area | 2.25 | 9,121.79 | 98,186 |
| 4 | Terminal Building - Landcsape | 0.17 | 680.84 | 7,328 |
| 5 | Terminal Building - Passenger Waiting Area | 0.30 | 1,212.03 | 13,046 |
| 6 | Staircase/Lifts/Ramps/ Escalators/ Ducts | 0.35 | 1,419.69 | 15,281 |
| 7 | Toilet Area | 0.34 | 1,369.88 | 14,745 |
| 8 | Bus Platforms - Mofussil | 1.47 | 5,963.41 | 64,190 |
| 9 | Skylight Ducts | 0.02 | 96.93 | 1,043 |
| | Total Area - Ground Floor | | 22,474.30 | 2,41,911.07 |
| **C** | **First Floor** | | | |
| 1 | Driveway Excluding Ramp | 1.84 | 7,433.81 | 80,017 |
| 2 | Platform walkway | 1.03 | 4,177.36 | 44,965 |
| 3 | Lifts and Ducts | 0.01 | 51.24 | 551 |
| 4 | Staircases | 0.06 | 225.91 | 2,432 |
| 5 | escalator | 0.03 | 115.91 | 1,248 |
| 6 | Retail (8*6 ft) | 0.00 | 8.92 | 96 |
| 7 | Toilets | 0.01 | 39.99 | 430 |
| | Total Area - Ground Floor | | 12,053.14 | 1,29,738.78 |
| **D** | **Other Area** | | | |
| 1 | Terminal Bus Finger | 1.47 | 5,963.41 | 64,190 |
| 2 | First Floor - Tensile Roof | 3.08 | 12,480.10 | 1,34,335 |
| 3 | Total Area - Others | | 18,443.51 | 1,98,524.14 |
| | Total Other Area | | 42,183 | 4,54,052 |
| | **Total Terminal Building** | | **60,626** | **6,52,576** |

### iii. **Detailed Site Area- Bus Bays**

| S. No | Particulars | Area (Sqm) | Area (Acre) |
|---|---|---|---|
| 1 | Express Buses | 6,990 | 1.73 |
| 2 | Idle Parking | 690 | 0.17 |
| 3 | OMNI Bus Platform | 3,347 | 0.83 |
| 4 | FF - Local Bus Platform | 4,602 | 1.14 |
| | **Total Site Area** | **15,629** | **3.86** |

### iv. **Detailed Site Area- Driver's Dormitory**

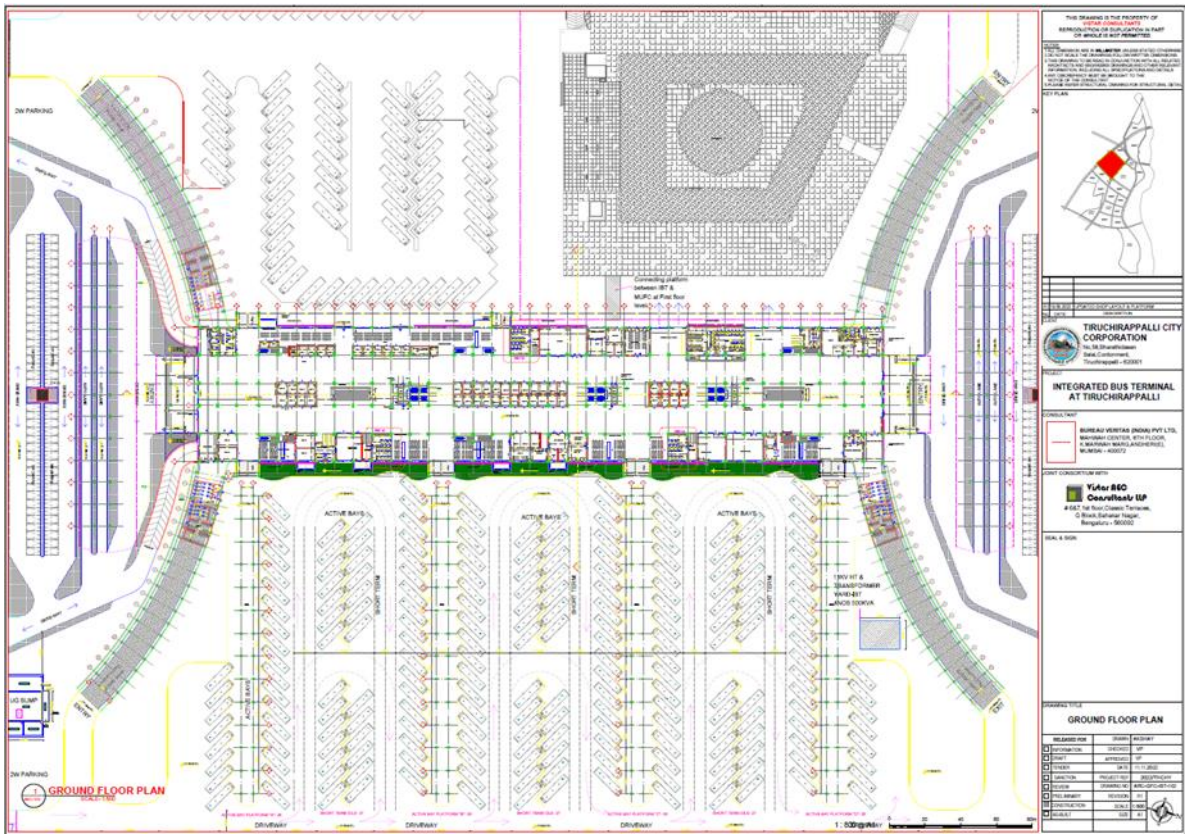
| S. No | Particulars / Location | Site Area |
|---|---|---|

| | | Acres | Sqm | Sqft |
|---|---|---|---|---|
| A | Ground Floor | | | |
| | Driver's Dormitory - GF | 0.14 | 579.00 | 6,232 |
| | Toilets | 0.04 | 175.24 | 1,886 |
| | Staircase | 0.02 | 82.00 | 883 |
| | Ramp/ Entrance | 0.01 | 44.93 | 484 |
| B | First Floor | | | |
| | Driver's Dormitory - FF | 0.14 | 578.00 | 6,222 |
| C | Terrace Area | 0.16 | 640.01 | 6,889 |
| | | | **2099.18** | **22595.37** |

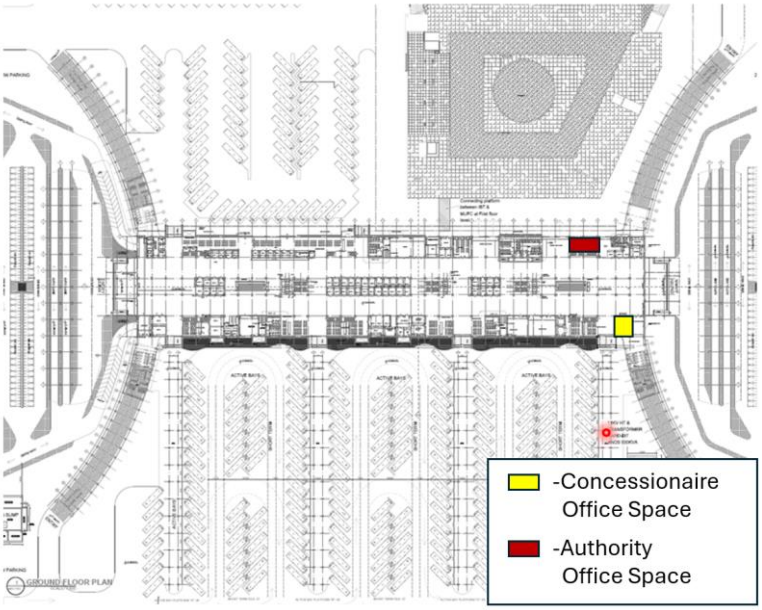
**Note:** Bidders are required to obtain detailed drawings from the Authority as specified in Annexure 1, conduct a site visit to the Project Site, and ensure full satisfaction with all relevant conditions prior to submitting their Bid.

v. **Drawings:**

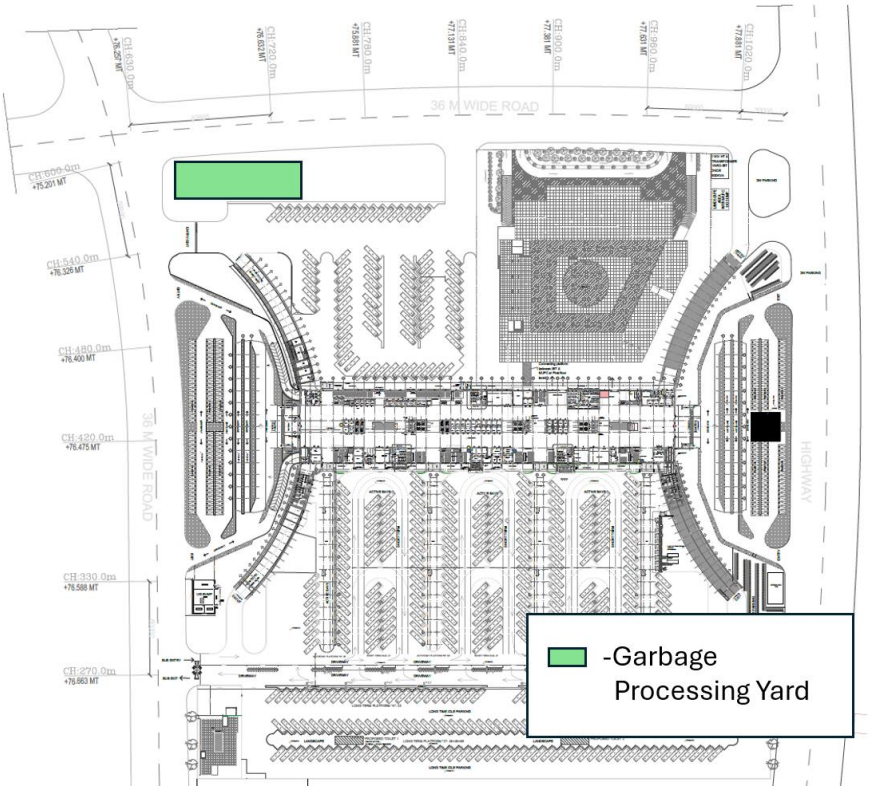
**Ground Floor: Bus Terminal**



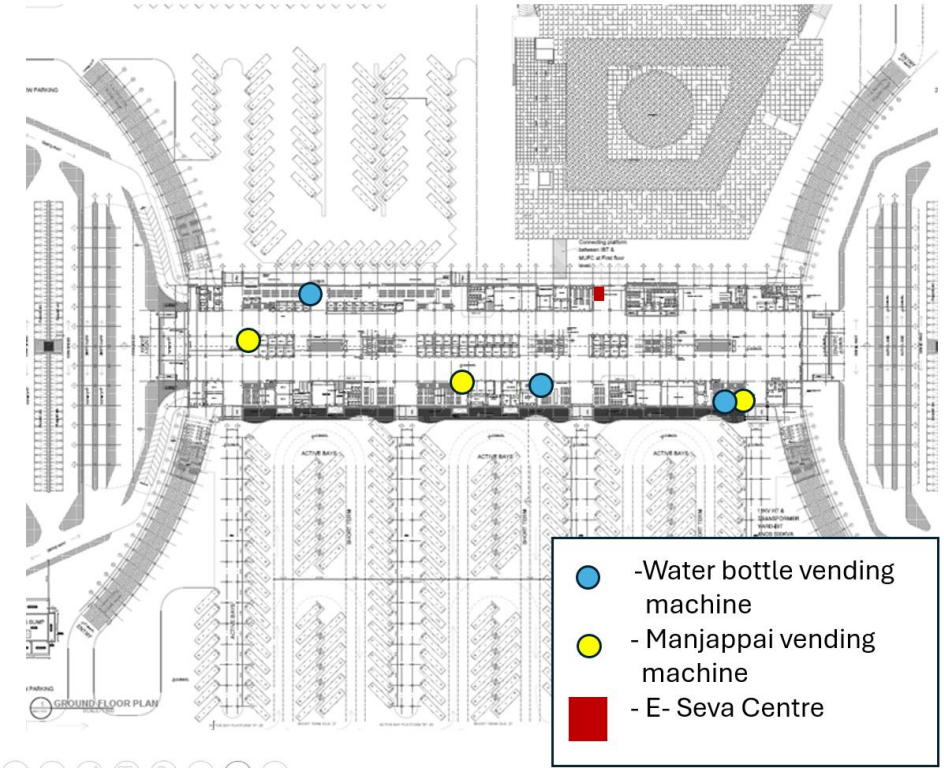

**Location of Concessionaire and Authority office spaces**



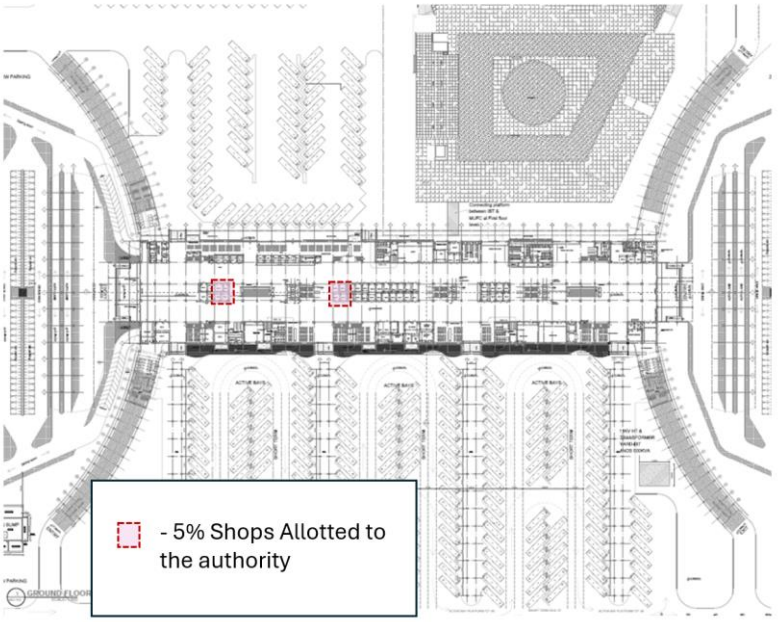

**Location of Garbage Processing Yard**




**Location of Vending Machines and E- Seva Centre**




**5% shop area to be allocated to the authority**




| Shop number | Area (in sq ft) |
|---|---|
| Shop 13 | 132.3 |
| Shop 14 | 146.31 |
| Shop 15 | 133.47 |
| Shop 16 | 132.14 |
| Shop 45 | 130.14 |
| Shop 46 | 130.14 |
| Shop 47 | 144.83 |
| Shop 48 | 132.14 |

## Annexure 2 – Details of Available Assets at Integrated Bus Terminal

| Agt No | Description of work | Qty | Unit |
|---|---|---|---|
| **1** | 15mm dia. brass CP screw down tap / Pillar tap (heavy duty) of approved make conforming to BIS specifications and quality including cost of shellac, thread, etc. complete complying with standard specification and including cutting and threading wherever necessary (Taps should be got approved by the Executive Engineer before use on the works). | | |
| | SD Tap | 54.00 | Nos |
| | Pillar Tap | 94.00 | Nos |
| **2** | C.P.Towel rail 600mm long and 20mm dia. | 20.00 | Nos |
| **3** | C.P.Soap tray of size 150 x 150mm. | 20.00 | Nos |
| **4** | Indian make bevelled edge mirror of size 600 x 450mm | 94.00 | Nos |
| **5** | 15mm dia. C.P.Shower rose & stop cock | | |
| | C.P. Shower Rose | 16.00 | Nos |
| | Stop Cock | 16.00 | Nos |
| **6** | Glazed earthenware wash hand basin of size 550 X 400 mm with a pair of cast iron brackets, including cost of 15mm diametre brass chromium plated piller tape,32 mm diametre C.P. Waste union, 32 mm diametre P.V.C. waste pipe with rubber plug and chain, 15mm diametre G.M.wheel valve, 15mm dia brass nipple, 15mm dia nylon connections etc., | 94.00 | Nos |

| Agt No | Description of work | Qty | Unit |
|---|---|---|---|
| **7** | Indian Water Closet (Oriya type) of size 580 x 440mm White/Colour glazed earthen ware of approved quality and brand with "P" or "S" trap conforming to BIS with Crushed stone sand cushion and forming flooring alround the closet using 40mm broken brick jelly in lime concrete 1:2:5 (One lime, Two Crushed stone sand and Five brick jelly) 100mm thick and finishing the top to the required slope and including giving necessary connection to CI soil pipes (including the cost of 100mm dia CI pipe for a length of 600mm) by dismantling brick masonry wall / reinforced cement concrete roof / floor slab and making good the dismantled portion to the original condition with leakages etc., complete complying with standard specifications and as directed by the departmental officers - White IWC | 54.00 | Nos |
| **8** | Star White color Wall mounted European Water closet with out cistern-comprising the following Works including necessary civil works cutting and redoing the same making good to its original condition both the walls /floor wherever required etc complete. finished item of work and as directed by the SiteEngineer/Project In-Charge. The side gap between EWC face and the wall and the EWC mouth and pan connector to be filled with approved make silicon sealant along with WC outlet connector, PVC Chair bracket/ Fisher bolt and necessary CP fittings | 64.00 | Nos |
| **9** | Indian Make White/ Colour glazed earthen ware lipped mouth Flat Back Urinal of best approved quality with G.I.Pipe connection to suitable length,32mm bell mouthed P.V.C connection, 15mm dia. G.M.Wheel valve, fixing the urinal to the wall in position with necessary T.W.plugs, clamps, screws, shellac etc. including dismantling masonry if necessary and redoing the same to original condition, fixing the 15mm dia. G.I.pipe connection and wheel valve, painting the pipe with two coats of approved paint over one coat of primer and checked without any leakage complete, complying with standard specifications. - White Colour | 173.00 | Nos |
| **10** | Electric water heater of 25 litres capacity witth higher end Automatic Electrical Water Heater with copper container, with Glass Wool / Puf Insulation with MS powder coated shell suitable for 25 Litres capacity 230V / 1000W (Higher End) | 16.00 | Nos |
| **11** | CENTRIFUGAL MONOBLOC PUMPSET AS PER IS: 9079/2002 WITHOUT PANEL BOARD - Supply and delivery of Electric Monoset centrifugal pump conforming to IS: 9079-2002 - 10 HP | 6.00 | Nos |
| | Sewage Submersible pump - 10 HP | 2.00 | Nos |

| Agt No | Description of work | Qty | Unit |
|---|---|---|---|
| **12** | THREE PHASE PANEL BOARD STAR- DELTA WITH TWO LEVEL GUARD AND AUTO START - | 10.00 | Nos |
| **13** | Reverse Osmosis Water-cum-Purifier to deliver Potable Water - | | |
| **14** | 50 Litres | 2.00 | Nos |
| **15** | 200 Litres | 15.00 | Nos |
| **16** | Health facucet of 15mm dia. including PVC tube of 1.0 mts, with C.P. Hook, including necesary fittings etc. | 68.00 | Nos |
| **17** | Micro Processor based Conventional 12 Zone Fire Alarm Control Panel having the rating of 24 volt DC power supply, consisting 230 / 24 volt SMPS unit, 2 Nos. of 12 volt, 7 AH standby batteries. | 3.00 | Nos |
| **18** | Conventional Smoke Detector suitably mounted on ceiling with MS juction box / false ceiling using fixing accessories like screws, plug, clamps etc. as per standard methods and as directed by the Departmental Officers. (Make: Apollo / Equivalent) | 420.00 | Nos |
| **19** | Manual Call Point (MCP) | 21.00 | Nos |
| **20** | Electronic Hooter / Sounder | 21.00 | Nos |
| **21** | Water CO2 Stored<br>Pressure Type 9 litres capacity Fire Extinguisher as per new IS:15683 complete with control<br>valve, gun metal cap, pressure gauge, operation sticker, discharge hose, wall mounting bracket, safety clip etc. as directed by the Departmental Officers. | 15.00 | Nos |
| **22** | Fire Fighting Application Horizontal Centrifugal Type Pump - 60 HP 415 volt | 2.00 | Nos |
| **23** | Diesel Engine Driven Main Fire Pump 68 BHP, 1500 RPM water cooled with radiator, diesel engine conforming to relevant BS & IS standard complete. | 1.00 | Nos |
| **24** | f) 12 V / 24 V storage battery, maintenance free tape, 180 AH rating, MS fabricated common base plate, coupling guard, foundation bolts etc., as required. g) Positioning the diesel engine driven fire pump over cement concrete foundation using suitable size anti-vibration mounting arrangement. All works carried out as per standard methods and as instructed by | | |

| Agt No | Description of work | Qty | Unit |
|---|---|---|---|
| | the manufacturer and as directed by the Departmental Officers. (Make: Kirloskar / Equivalent) | | |
| **25** | Fire Fighting 2 Way Fire Brigade Inlet with necessary gun metal 63mm dia non-return spring shutter arrangements so that to control one way flow at the time of emergency water supply by fire and rescue service fire engine entry including conveyance, all incidental charges, neccessary scaffolding and re-doing the dismantled portions to its original condition wherever found neccessary etc. complete as per standard specification and as directed by the Departmental Officers (Make: KIARTAR/ OMEX/ EQUIVALENT) | 1.00 | No |
| **26** | Diesel Engine Pump Main Control Panel & Jockey Pump including neccessary auto cut-in, cut-off and manual operations, battery charger switch arrangements, voltmeter, ammeter and running indication siren provision, wall mounting type etc. | 3.00 | No |
| **27** | Fire fighting application oblique type stainless steel Hydrant Valve of size 63mm dia with oblique type instantaneous coupling with rotating wheel to open and close the valve including MS flange of table "E", bolts & nuts with washer as per IS 5290 at ring main around the building and wet riser inside the building including conveyance, all incidental charges, neccessary scaffolding and re-doing the dismantled portions to its original condition wherever found neccessary etc. complete as per standard specification and as directed by the Departmental Officers. Make: OMEX / KARTAR / LIFE GUARD / SAFE GUARD / EQUIVALENT. | 57.00 | Nos |
| **28** | Fire Fighting Application 180 degree swinging type, hose reel drum with 20mm dia. braided thermoplastic hose of 30 metres long, so as to extend to necessary distance by self rolling spindle wheel including necessary 20mm dia ball valve and open and close spray nozzle, warm clip, etc., as per the standard pattern of any reputed make at every floor nearer to hydrant valve, including conveyance, all incidental charges, neccessary scaffolding and re-doing the dismantled portions to its original condition wherever found neccessary., etc., complete as per standard specification and as directed by the Departmental Officers. Make: OMEX / KARTAR / LIFE GUARD / SAFE GUARD / EQUIVALENT. | 42.00 | Each |
| **29** | Fire Fighting Application Hose of 63mm dia of 15 metres length binded by copper wire with 63mm dia stainless steel male and female instantaneous fire fighting special coupling as per IS 901 as directed by the Departmental Officers. Near every hydrant points including conveyance, all incidental charges, neccessary scaffolding and re-doing the dismantled portions to its original condition wherever found neccessary etc complete as per standard specification and as directed by the Departmental Officers. Make: OMEX / KARTAR/ LIFE GUARD / SAFE GUARD / EQUIVALENT. | 114.00 | Nos |

| Agt No | Description of work | Qty | Unit |
|---|---|---|---|
| **30** | Fire Fighting Application 63mm dia stainless steel short length Branch Pipe with hexagonal type spray nozzle of 15mm (or) 20mm jet bore. Near every hydrant points including conveyance, all incidental charges, neccessary scaffolding and re-doing the dismantled portions to its original condition wherever found neccessary, etc., complete as per standard specification and as directed by the Departmental Officers. Make: OMEX / KARTAR / LIFE GUARD / SAFE GUARD / EQUIVALENT. | 57.00 | Nos |
| **31** | Fire Fighting Application MS Hose Box to keep two number of hoses and 1 No. of branch pipe with nozzle having proper glass window type double door with universe open key, painted inside white and outside Post Office Red. Near every hydrant point including conveyance, all incidental charges, neccessary scaffolding and re-doing the dismantled portions to its original condition wherever found neccessary etc. complete as per standard specification and as directed by the Departmental Officers. Make: OMEX / KARTAR/ LIFE GUARD / SAFE GUARD / EQUIVALENT. | 57.00 | Nos |
| **32** | nominal bore quartized bulb type sprinkler bulb 68 Deg C fast response pendent type including GI collar for each sprinkler bulb, mounted in MS pipe line using suitable size MS threaded coupling, thread, shellac etc. as per standard methods and including conveyance, all incidental charges, neccessary scaffolding and re-doing the dismantled portions to its original condition wherever found neccessary etc. complete as per standard specification and as directed by the Departmental Officers. Make: OMEX / KARTAR / LIFE GUARD / SAFE GUARD / EQUIVALENT. | 625.00 | Nos |
| **33** | MS "C" Class Heavy Duty Pipe as per IS: 1239 to withstand a developing pressure of 10 kg./ Sqcm. including necessary fittings like MS flange of table "E", elbows, reducers, gaskets, bolt, nuts with washers & joints as per standard method of arc welding, including one coat metal primer and two coat Post Office Red painting including conveyance, all incidental charges, neccessary scaffolding and re-doing the dismantled portions to its original condition wherever found neccessary, etc. complete as per standard specification and as directed by the Departmental Officers (Make: JINDAL / EQUIVALENT). | | |
| **34** | 250 mm dia | 10.00 | Rm |
| **35** | 200 mm dia | 25.00 | Rm |
| **36** | 150 mm dia | 1020.00 | Rm |
| **37** | 100 mm dia | 300.00 | Rm |

| Agt No | Description of work | Qty | Unit |
|---|---|---|---|
| **38** | 80 mm dia | 250.00 | Rm |
| **39** | 65 mm dia | 300.00 | Rm |
| **40** | 50 mm dia | 300.00 | Rm |
| **41** | 40 mm dia | 600.00 | Rm |
| **42** | 25 mm dia | 950.00 | Rm |
| **43** | following sizes of Heavy Duty Foot Valve including all accesories, such as, MS flange of table "E", gaskets, bolts & nuts, etc. installed at end of 150 / 200mm dia. suction pipe line at sump including conveyance, all incidental charges, neccessary scaffolding and re-doing the dismantled portions to its original condition wherever found neccessary etc. complete and as per standard specification and as directed by the Departmental Officers (Make: NORMEX / KARTAR / EQUIVALENT). 200 mm dia | 2.00 | Nos |
| **44** | cast iron body and bronze internal non-rising spindle sluice valve of sizes at required places to control the flow of water including necessary MS flange of table "E", gaskets, bolts & nuts including conveyance, all incidental charges, neccessary scaffolding and re-doing the dismantled portions to its original condition wherever found neccessary etc. complete as per standard specification and as directed by the Departmental Officers (Make: NORMEX / KARTAR / EQUIVALENT). | | |
| **45** | 200 mm dia | 2.00 | Nos |
| **46** | 150 mm dia | 15.00 | Nos |
| **47** | 100 mm dia | 6.00 | Nos |
| **48** | 80 mm dia | 2.00 | Nos |
| **49** | Cast iron body and Gun metal or stainless steel internal Non-return valve of following sizes to control one way flow of water to be installed pump room at delivery line and near overhead tank at terrace level near to jockey pump and motor including necessary MS flange of table „E", gaskets, bolts & nuts etc. as per IS: 5312 including conveyance, all incidental charges, neccessary scaffolding and re-doing the dismantled portions to its original condition wherever found neccessary etc. complete as per standard specification and as directed by the Departmental Officers. | | |
| **50** | 150 mm dia | 8.00 | Nos |
| **51** | 100 mm dia | 5.00 | Nos |
| **52** | Gun Metal Gate Valve of size 50mm dia size including necessary MS flange of table "E", gaskets, bolts & nuts etc. installed at pump house delivery line for the purpose of priming water to suction line including conveyance, all incidental charges, neccessary scaffolding and re-doing the dismantled portions to its original condition wherever found neccessary etc. complete as per standard specification and as directed by the Departmental Officers (Make: LEADER / EQUIVALENT). | 3.00 | Nos |

| Agt No | Description of work | Qty | Unit |
|---|---|---|---|
| **53** | Gun Metal Non-Return Valve of size 50mm dia including necessary MS flange of table "E", gaskets, bolts & nuts etc. installed at pump house delivery line for the purpose of priming to suction line so that to control one way including conveying, fixing and incidental charges etc., complete as per standard specification and as directed by the Departmental Officers (Make: LEADER / EQUIVALENT). | 3.00 | Nos |
| **54** | Armoured Aluminium /Copper Cables for electrical motor, control panel, pressure switch, jockey motor etc. all incidental charges, neccessary scaffolding and re-doing the dismantled portions to its original condition wherever found neccessary etc. complete as per standard specification and as directed by the Departmental Officers (Make: POLYCAB / PARACON / FINOLEX / EQUIVALENT). | | |
| **55** | 3 core 185 sq.mm. armoured aluminium cable | 60.00 | Rm |
| **56** | 3 core 10 sq.mm. armoured copper cable | 50.00 | Rm |
| **57** | 10 core 2.5 sq.mm. armoured copper cable | 80.00 | Rm |
| **58** | 2 core 2.5 sq.mm. armoured copper cable | 75.00 | Rm |
| **59** | Pressure Gauge with 0 to 14 kg. range of reputed make with necessary valve, milling thread MS coupling fixed at deliverypipe line in pump house to read the developing pressureincluding conveyance, all incidental charges, neccessary scaffolding and re-doing the dismantled portions to itsoriginal condition wherever found neccessary, etc., complete as per standard specification and as directed by the Departmental Officers (Make: H-GURU / ISI MAKE / EQUIVALENT). | 5.00 | Nos |
| **60** | Pressure Switch of reputed make line Indfoss or Donfoss including neccessary valves, couplings etc. connected with electrical main control panel and setup at proper differential so as to auto start and auto stop the electrical motor, jockey motor including conveyance, all incidental charges, neccessary scaffolding and re-doing the dismantled portions to its original condition wherever found neccessary etc. complete as per standard specification and as directed by the Departmental Officers (Make: DONFOSS / INDFOSS / ISI MAKE / EQUIVALENT). | 4.00 | Nos |
| **61** | Fire Fighting Electrical Control Panel of cubical construction, floor mounted type fabricated using CRCA sheet, compartmentalised with hinged lockable door dust and vermin proof, cable alley, inter connection having switch gears and accessories mounting and internal wiring, earth terminals, numberings, necessary metering protections and indications complete in all respect suitable for operation on 415volt, 3 phase, 50 Hz AC supply with enclosure protection class IP 54 and mounted with the following. A) Common Panel in Fire Pump House (i) Incomer - a) 1 No. 600A TP & N SDFU with HRC fuses, b). 1 set of 600A, 4 bar aluminium bus bar, 415 V, 50 HZ AC supply, c) 1 No. (0- 500A) digital ammeter with selector switch & CTs, d) 1 No. (0-500V) digital | 1.00 | No |

| Agt No | Description of work | Qty | Unit |
|---|---|---|---|
| | voltmeter with selector switch and control fuses, e) 3 Nos. phase indication lamp LED type with toggle switches with control fuses. (ii) Outgoing - a) Main Fire Pump 400 A TPN SDFU with HRC fuses with suitable HP fully automatic starter / delta starter with over load protection, digital ammeter with built-in selector switch and suitable CTs, current sensing type single phasing preventer complete with all accessories and internal wiring required for automatic | | |
| **62** | c) Diesel Engine Control comprising of c-1) Auto / manual selector switch and 3 attempt starting device, timers and relays as required, push buttons, start / stop in manual mode. c-2) Indication lamp for high / low lubricant oil pressure, high water temperature and engine ON indication. c-3) Battery charger suitable for 12V /24V DC with boost and tickle selector switch, 0-15V / 0- 30V DC volt meter, 0-20A DC ammeter. c-4) All standard relays and accessories for automatic operation of diesel engine. c-5) The above combined panel mounted over MS channel fabricated frame with cement concrete platform. All other connection works carried out as per standard methods and including conveying, fixing and incidental charges etc. complete as per standard specification and as directed by the Departmental Officers. | | |
| **63** | Fire Fighting 4 Way Fire Brigade Inlet with necessary gun metal 63mm dia non return spring shutter arrangements, so that to control one way flow at the time of emergency water supply by fire and rescue service fire engine entry including conveyance, all incidental charges, neccessary scaffolding and re-doing the dismantled portions to its original condition wherever found neccessary etc. complete as per standard specification and as directed by the Departmental Officers (Make: KIARTAR / OMEX / EQUIVALENT). | 1.00 | No |
| **64** | Air Release Valve of 20mm dia, so as to release airlock in 100mm dia MS pipe at top most wet riser, including conveyance, all incidental charges, neccessary scaffolding and re-doing the dismantled portions to its original condition wherever found neccessary etc. complete as per standard specification and as directed by the Departmental Officers (Make: KARTAR / EQUIVALENT). | 16.00 | Nos |
| **65** | Providing, fixing pipe supports from columns / wall or suspenders from roof slab to suit various dia of pipes made out of GI / MS adjustable rods threaded for a sufficient length to adjust the height of support along with clamping arrangement for holding pipes of anchor fastening, arrangement design of hanger and should confirm with specification. | | |
| **66** | 100mm dia | 250.00 | Rm |
| **67** | 80mm dia | 300.00 | Rm |
| **68** | 40mm dia | 400.00 | Rm |
| **69** | 20mm dia | 600.00 | Rm |
| **70** | stored pressure ABC (Mono Ammonium Phospate) Powder Type Fire Extinguisher of 6 kg. capacity as per IS:15683 with pressure gauge,discharge hose & control nozzle, wall mounting bracket, safety clip etc. including conveyance, all incidental charges, neccessary scaffolding and re-doing the dismantled portions to its original condition wherever found neccessary etc, complete as | 25.00 | Nos |

| Agt No | Description of work | Qty | Unit |
|---|---|---|---|
| | per standard specification and as directed by<br>the Departmental Officers (Make: EXCELLENT / SAFETY FIRST / EQUIVALENT). | | |
| **71** | Carbon-di-Oxide Gas Type 2 kg. capacity Fire Extinguisher as per New IS15683, complete with control valve, discharge hose with horn, wall mounting bracket, safety clip etc. including conveyance, all incidental charges, neccessary scaffolding and re-doing the dismantled portions to its original condition wherever found neccessary etc. complete as per standard specification and as directed by<br>the Departmental Officers (Make: EXCELLENT / SAFETY FIRST / EQUIVALENT) | 8.00 | Nos |
| **72** | Fire Bucket - 3 Nos. Hooked to MS stand | 20.00 | Nos |
| **73** | 5A SOCKETS - Supply and fixing of 5A 3 pin and 2 pin combined flush type wall socket with 5A flush type switch concealed in suitable MS box in flush with wall | 804.00 | Nos |
| **74** | 15A SOCKETS - Supply and fixing of 5A / 15A 3 pin combined flush type wall socket with 15A flush type switch concealed in suitable MS box flush with wall with painting | 227.00 | Nos |
| **75** | DISTRIBUTION BOARDS - Supplying and<br>Fixing of 3 Phase DB 7 Segments (3 Tier) 3 Phase distribution board with MCB 4 way / 6 way / 8 way / 12 way TPMCB sheet steel distribution boards flush type / surface type fitted with bus bars and neutral links with single / three phase MCB outgoings and separate 4 way provision for accommodating one No. 4 pole incoming MCB / Isolator and another separate 4 way provision for accommodating one no. 4 pole ELCB / RCD (totally 8 ways in one segment) (3 x 4 ways in each segment) and separate provisions for MCB / Isolator (totally 12 Nos.) for sub incomers in 3 segments with label holder and provisions for taking up cable for size not less than 35 sq.mm. Incomer-32A 4P MCB, Sub-Incomer-3Nos 32A DP ELCB, O/G-<br>18Nos 6-32A SP MCB. | 21.00 | Nos |

| Agt No | Description of work | Qty | Unit |
|---|---|---|---|
| **76** | 12 way single pole and neutral MCB sheet steel enclosure distribution board of double door type with metal door with IP43 protection with 1 No. 32A DP MCB as incoming and 8 Nos. 6A to 32A SPMCB outgoing in flush with wall and making good of the concealed portion with earth connection only. The MCB DB and MCB's should be with ISI mark (like standard make) | 11.00 | Nos |
| **77** | 4 way single pole and neutral MCB sheet steel enclosure distribution board of double door type with metal door with IP43 protection with 1 No. 6-32A DP MCBin flush with wall and making good of the concealed portion with earth connection only. The MCB DB and MCB's should be with ISI mark (like standard make) | 90.00 | Nos |
| **78** | 18W 4 feet LED light | 565.00 | Nos |
| **79** | 11W LED light | 56.00 | Nos |
| **80** | 30W 4 feet LED light | 20.00 | Nos |
| **81** | 80W LED Focus light | 64.00 | Nos |
| **82** | 100W LED Flood light | 200.00 | Nos |
| **83** | 200W LED Flood light | 6.00 | Nos |
| **84** | 500W LED Flood light | 144.00 | Nos |
| **85** | 1200mm (48") sweep AC ceiling fan complete with stepped electronic 300W regulator with 1 metre down rod with fan clamp with side plates and cross arm of size 450mm (18") including cost of all materials , labour, lead lift etc., complete. Note: The retail shops & let out area it will not be provided | 225.00 | Nos |
| **86** | Supplying and fixing 12" (30cm dia) light duty Exhaust fan including cost of all materials,labour, lead, lift, etc complete | 78.00 | Nos |
| **87** | 10 kVA On line 3Phase input 1Ph output UPS with Battery for minimum Two Hour Backup | 3.00 | Nos |
| **88** | TYPE - 1: Carriageway Streetlights Supply and Installation of 150W LED street light with High efficacy street lights | 253.00 | Nos |

| Agt No | Description of work | Qty | Unit |
|---|---|---|---|
| **89** | **ARCHITECTURAL SINGLE ARM POLE:**9M height Single arm Conical Pole made of mild steel with top 75mm dia. and bottom 159mm dia. & 2M Height Altair Design bracket made in combination of MS pipe section of dia.76mm(vertical),Gradullay bent 60mm dia. (horizontal) & MS Sheet to get pleasing aesthetics & arm length of 600mm. The pole to be provided with a suitable size steel base plate. This mounting steel base plate along with foundation bolts of suitable size to be used for ensuring firm grouting into the specially designed RCC foundation. Entire pole & bracket shall be made to provide pleasing aesthetics as approved by Concerned Engineer in-charge. After Fabrication, Entire Pole is hot dip galvanized(60 microns Minimum ) for the effective corrosion resistance . The hot dip Galvanised pole should be provided with an inbuilt junction box to fix 32A connectors and 6A MCB, at the bottom - the inbuilt box should<br>have a flush door of suitable size. wind pressure calculation as per IS 875(part-3) & structural calculation report as per EN40 should be submitted to verify the pole strength. Pole & it's parts are painted in 3 layer coating(coating thickness-100 microns minimum) in which 1st<br>layer with etch primer, 2nd layer with epoxy | 117.00 | Nos |
| **90** | **ARCHITECTURAL TWIN ARM POLE**:9M height Twin arm Conical Pole made of mild steel with top 75mm dia. and bottom 159mm dia. & 2M Height Design bracket made in combination of MS pipe section of dia.76mm(vertical),Gradullay bent 60mm dia. (horizontal) & MS Sheet to get pleasing aesthetics & arm length of 600mm. The pole to be provided with a suitable size steel base plate. This mounting steel base plate along with foundation bolts of suitable size to be used for ensuring firm grouting into the specially designed RCC foundation. Entire pole & bracket shall be made to provide pleasing aesthetics as approved by Concerned Engineer in-charge. After Fabrication, Entire Pole is hot dip galvanized(60 microns Minimum ) for the effective corrosion resistance . The hot dip Galvanised pole should be provided with an inbuilt junction box to fix 32A connectors and 6A MCB, at the bottom - the inbuilt box should<br>have a flush door of suitable size. wind pressure calculation as per IS 875(part-3) & structural calculation report as per EN40 should be submitted to verify the pole strength. Pole & it's partsare painted in 3 layer coating(coating thickness-100 microns minimum) in which 1st<br>layer with etch primer, 2nd layer with epoxy | 68.00 | Nos |
| **91** | TYPE - 5: 25m High Mast Pole with lights | 14.00 | Nos |
| **92** | TYPE 4 - Bollards with LED Lights - BOLLARDS with LED lights of power 10W- 15W, Color temperature of 3000K-5700K; IP65 protection. | 26.00 | Nos |
| **93** | Smart Streetlight Feeder Pillar controller with RF based Gateway controller Device capability of scheduling the on/off timings of lighting control switchgears based on preset timings or based on the available annual sun-rise and annual sun-set timings with GPRS/GSM based remote streetlight monitoring system with capacity for self-protection from | 10.00 | Nos |

| Agt No | Description of work | Qty | Unit |
|---|---|---|---|
| | short-circuit, over voltage and anti-theft alert.floor mounted cubicle type CCMS feeder pillar suitable for 415V, 3phase, 50Hz, 4wire system complete with all accessories and miscellaneous equipment as per specification. The feeder pillar shall be fabricated out of CRCA Metal Sheet with 1.6mm Thickness, powder coated paint & provided with required gasket for dust/ vermin proof with degree of protection IP55 and locking arrangement and shall consist of following - Incomer MCCB, 4 pole, 32/63Amp 16kA, 1 setof 415V, 50 Hz TPN Busbar (Cu), 4 nos 32/63A TPN MCB for three Output and 1 Nos for Spate. Energy meter ISI marked, IS:13779 with RS-232 comm, Latching relay with rating of 80A/phase, Timer apart from all the smart control components like Gateway controller, Power Supply Unit for the Gateway unit with 440V withstand voltage. | | |
| **94** | NEMA type ILM device (For Carriageway Streetlights & High Mast lights): Supply and Fixing of RF Based Individual Lamp monitoring (ILM) devices with dimming type for LED lights with 5 PIN NEMA plug suitable to fix in LED fittings. a) ILM system provides live status of the critical parameters through RF data routing and helps extend the working life of the lamps. b)The ILM device should have the salient features. i Sense ON/DIM/FAULT sensing and send notifications for all such events ii Power supply of 100Vac to 400Vac iii RF Communication in 865 GHz RF Band iv Easy plug and play installation using standard 5-pin in ANSI C136.41 NEMA type interface v Over the Air firmware upgrade vi Design Life 10 Years vii Enclosure IP65 viii Operating Temperature : -30°C to +70°C ix Through SMART Streelight web-based software. x Live Data monitoring xi Reports for Lamp Faults and Lamp burning hours etc | 332.00 | Nos |
| **95** | Outdoor Light Management System with Cloud Server License for 5 years: Supply, installation, testing, commissioning & smooth functioning ofCentralized Control & Monitoring System for the management of street lighting on Real Time basis through web enabled software, generation of relevant reports, showing of necessary alerts at the time of faults/ abnormal conditions etc. as per tender specifications. The software should have necessary APIs to be connected to the overall Bus & Truck Terminal Management Software | 1.00 | Nos |
| **96** | DG SET - 500 KVA capacity Diesel Generator set 3 ph, 50 Hz,415 V | 4.00 | Nos |
| **97** | 11kV/433V Outdoor Oil cooled 500KVA Transformer with Off-circuit (as per IS 1180 Level-2) as per TNEB specifications | 4.00 | Nos |
| **98** | **Main LT Panel** | 4.00 | Set |
| **99** | Utility panel | 3.00 | Set |
| **100** | APFC Panel | 4.00 | Set |
| **101** | Syncronization panel | 2.00 | Set |

| Agt No | Description of work | Qty | Unit |
|---|---|---|---|
| **102** | Auto Mains failure panel | 4.00 | **Set** |
| **103** | LT Kiosk panel | 4.00 | **Set** |
| **104** | HVAC - ODU Panel | 4.00 | **Set** |
| **105** | Pump Panel | 1.00 | **Set** |
| **106** | HT - VCB 1-4 | 1.00 | **Set** |
| **107** | HT - VCB 1-1 | 1.00 | **Set** |
| **108** | 4 MP Fixed Bullet Network IP Camera With Following Specifications. IR Range: 30 Mtr's Image Sensor:1/2.8" , progressive scan, 2 megapixel, CMOS Resolution:2mp (1920×1080 ) Lens:3.6 mm fixed lens Electronic Shuter Speed:Auto/ Manual, 1/5-1/20000 s H.265, H.264+ IP66 Excluding GST ., Etc Complete as Per Departmental Officers. | 75.00 | Nos |
| **109** | 64 CH NVR with 2 SATA With Following Specification • Band Width 200 Mbps • HDMI Video output at up to 4K(3840 ×2160)resolution, • VGA:1920x1080p • Recording at up to 8 MP resolution • self-adaptive 10M/100M/1000M network interfaces • Network Protocols:P2P, UPnP, NTP, DHCP, PPPoE,SSL,TLS,HTTPS Excluding GST ., Etc Complete as Per standard specification directed by Departmental Officers. | 3.00 | Nos |
| **110** | 8.0 TB Hard Disc Drive(Surveillance) as per standard specification Excluding GST., etc complete | 12.00 | Nos |
| **111** | 55" LED Smart TV with 10 metre HDMI cable including suitable adjustable stand & wireless Mouse as per standard specification Excluding GST., etc complete | 10.00 | Nos |
| **112** | Early Streamer Emission Air Terminal (ESEAT). Model: L The ESEAT has corrosion resistant stainless chrome body made up of AISI 316 grade of height 0.50 metres capable of working in hazardous atmosphere. The Air terminal is non- radio active and requires no special licensing. The unit is fully autonomous (no battery, no external power supply is required), collects energy from the ambient electric field. The ESEAT model has been tested in a high voltage laboratory in accordance with NFC 17 102 in order to measure the average gain in triggering. The average gain in triggering time (ΔTs) obtained during the lab test for the offered model is 60 µs. The ESEAT works on negative as well as positively polarized discharges. ESEAT has been tested for such discharges in Central Power Research Institute (CPRI). A dedicated tester is available to test the healthiness of the ESEAT on request (Page No. 37, Point No. 3 of Clause 8.6 of the Revised NFC 17-102 version 2011 ). ESEAT Model : L - Radius of protection : 86 | 4.00 | Nos |

| Agt No | Description of work | Qty | Unit |
|---|---|---|---|
| | Metres Level of protection considered for the Project-II level | | |
| **113** | MOUNTING STRUCTURE - Supply of Standard / Special Mounting Structure of height 4.5 mts. pipe, and 300 x 300 x 8mm MS plate, 3 mts. 48mm OD class C GI outer pipe, 1.8 mtr, 38mm OD inner pipe, for roof mounting on concrete base and with FRP adapter | 1.00 | Nos |
| **114** | DOWN CONDUCTOR - Supply and run of 25mm x 6mm GI Flat Down Condutor with necessary clamps/ supports on wall/ floor/ ground for earth connection | 280.00 | Nos |
| **115** | TEST LINK - Supply of Test Link Box for each Down conductor in order to disconnect the earth termination system to enable measurement of resistance | 5.00 | Nos |
| **116** | EARTH ELECTRODE - Supply and insallation maintenance free GI Earthing System comprising of 50mm dia. and 2 mtr. long earth electrode of low carbon steel rod with 100 micron bonding and 25 kgs. of carbon based environment friendly backfill compound and suitable clamp | 4.00 | Nos |
| **117** | AC Chargeable Emergency Lamp 2 x 11W PL Lamp with all connected accessories | 2.00 | Nos |
| **118** | 2m x 1m Rubbermat suitable for 11kv installation confirming to IS | 5.00 | Nos |
| **119** | First Aid Box complete with all First Aid Medicines | 4.00 | Nos |
| **120** | Shock Treatment Chart fixed in glass frame | 4.00 | Nos |
| **121** | 4Nos. Fire Buckets made out of 40 X 40 X 6mm MS angle | 2.00 | Nos |
| **122** | Hand Gloves 11KV Grade | 4.00 | Nos |
| **123** | Danger Board as required by the Electrical Authorities | 4.00 | Nos |
| **124** | Fire Extinguisher Co2, 4.5 kg. confirming to TAC Norms | 4.00 | Nos |
| **125** | escalator step width 1m and vertical rise 4.5m height with all necessary fitting as per specification | 2.00 | Nos |
| **126** | escalator step width 1m and vertical rise 6.3m height with all necessary fitting as per sepcification | 4.00 | Nos |

| Agt No | Description of work | Qty | Unit |
|---|---|---|---|
| **127** | ELEVATORS - Design, supplying, errecting, testing and commissioning of - passenger/ hospital lift with speed of 1.0 mtr per second, variable voltage, variable frequency drive, with or without machine room for the avaiable well size, operating at 415 volts three phase 50 cycles AC supply, powder coated or stainless steel car entrance door enclosures with flooring, car iilumination, emergency light, intercom and fan as desired by the user, central opening/side opening door with or without attendant operation, 7 segment display, kids buttons, call register indicator, fireman drive, SS handrails inside car, full length infra-red curtain in car door, automatic rescue device, voice anounciation in regional languages, Braile buttons with one year warranty and maintenance. The work includes providing shaft scaffolding, attending minor builder works such as making nitches for fixing of brackets, guide rails, counter weights etc., including obtaining lift running liecence from compentent authourity (Pasenger Lift with SS 304 grade, 1m/ sec. with ARD. Gearless lift without machine room, 13<br>Passengers, two stops, two openings) | 6.00 | Nos |
| **128** | LED Panel display screen | 49.00 | Nos |
| **129** | CCTV Camera for Surveillance of Entire BusTerminal Premises Image sensor1/2.8 “Progressive, Back- Illuminated CMOS Sensor Active Pixels3MP or Higher Lens*3.6-12mm Varifocal Zoom Lens Higher or Dual Lens Video Processor4-core Arm Cortex up to 72 custom cores IR Illuminator IR range: 90Meters IR, Color/B&W (IR CUT) IR Nano LED Minimum illuminationCDS Auto Control Shutter timeAuto: PAL 1/25-1/10000Sec; NTSC 1/25-1/10000SECVideo compressionH.264/H.265/JPEG/AVI/MJPEG Resolutions*UP to 2065(H)x1553(V) , @ 30 fps, Should support PAL standard Frame rate #H.264 : Up to 25fpsselectable Focus #Automatic Horizontal Angle *140 degree Video streaming*Multi-stream with variable/ configurable frame rate &bit rate for preview and recording H.264 /MJPEG Video Image settings * Wide dynamic range (WDR), electronic image stabilization (EIS), Manual shutter time, compression, color, Saturation, brightness, sharpness, white Balance, exposure control, exposure zones, backlight compensation ,Text | 156.00 | Nos |
| **130** | ANPR Camera | 8.00 | Nos |
| **131** | 2 KVA UPS with battery minimum backup 2 hours | 1.00 | Nos |
| **132** | 1 KVA UPS with battery minimum backup 2 hours | 6.00 | Nos |
| **133** | Fastag based Entry/ Exit Management<br>System using Boom barrier | 6.00 | Nos |

| Agt No | Description of work | Qty | Unit |
|---|---|---|---|
| **134** | PA System - Amplifier | 10.00 | |
| **135** | PA System - Horn Speaker | 94.00 | |
| **136** | PA System - Wall Speaker | 35.00 | |
| **137** | PA System - Zone controller | 2.00 | Nos |
| **138** | Smart pole with following Smart Component Specifications > SS/GI Aestically designed for 6-7 Mtr height with 3mm thickness smart pole with base plate (LxBxH: 60x60x2 cm thick) designed to be compliant with IP 65 till atleast 1mtr from Ground Level, 4 nosx 4 MP Box Camera, External card Storage with min. 128 GB capacity, Video Management Software for reading each camera, 1no. x NVR with 4TB HDD capacity to store atleast 1 month video footage, 1 no. x SOS Panic Button (IP66 and IK<br>10 rated), 1 no. x Hooter, 1 no. x Pole Illumination with 4x90W with NEMA based light controller (IP65 rated), 1 no. x 4G/5G SIM Console, 1 no. x POE switch with min. 8 ethernet ports & 1 no. x SF uplink port, 1 no. x 4G/5G Router, 1 no. x UPS of 1KVA capacity with 4 hours Battery backup, Lighting controller Gateway, Corrosion resistant aluminium alloy Display Board (60 cm x 30 cmx min.1.5mm thickness), Cement Concrete Foundation of 1:1.5:3 mix (LxBxD : 75x75x125 cms) with concrete footing of mix 1:3:6 (LXBXD: 90 x90 x 20 cms) and sand filling (LXBXD: 90x90x15 cms) anchored by 4 nos. x GI coated anchor bolts of 2.4 cm dia of 65 cm length with 8 nos. x<br>nuts and washers, 8 no.s x MS flat of size 45 | 6.00 | Nos |
| **139** | WiFi Infrastructure System<br>•Wi-Fi Services are provided using state of the art Access Points<br>•Durable, weatherproof enclosure for outdoor<br>Wi-Fi applications<br>•Up to 1200Mbps with 2×2 MIMO technology<br>•Omada Mesh Technology<br>•High transmission power and high gain antennas provide long-range coverage area<br>•Free cloud centralized management and Omada app for ultra-convenience and easy management<br>•Captive portal provides a convenient method for guest authentication<br>•Facebook Wi-Fi and SMS authentication<br>•802.3af/Passive PoE (PoE Adapter Included) compatible and simple mounting design allow for flexible deployment and convenient installation | 1.00 | No |
| **140** | Ceiling Suspended AIR HANDLING UNITS: Installation, testing and commissioning of 22.0 TR capacity 8800 CFM 40 mm Static pressure Factory assembled Double Skin AHU With 45 mm-45kg/cum PUF Insulated detachable panels, extruded thermal break aluminium profiles filled with PUF,panel external skin with 0.6 mm preplasticized sheet, panel internal skin with 0.6 mm galvanized sheet,AMCA tested DIDW backward curved centrifugal fan with | 32.00 | Nos |

| Agt No | Description of work | Qty | Unit |
|---|---|---|---|
| | EFF1 rating motor, drive arrangement with taper lock pulleys for fan and motor, vibration isolators out of heavy duty rubberized mounts,prefilters with 3ply HDPE 50 mm thick filters having an efficiency of 90% 10 Mic,6 row/12FPI deep DX copper cooling coil with copper header and Aluminium fins,GI mist arrestor, condensate coil trough with SS 304-20G insulated with 9 mm closed cell elastomeric foam, Limit Switch tempreature controller. Inspection sight glass, Emergency Light, Guard for Inspection Door, out let damper of aerofoil blades & PVC gears, and flexible fire retardant canvass complete with galvanized hardware. Each of the cooling coils will have independent distributers, electronic expansion valve kit; catch all drier, independent DX coil circuit to connectivity to each ODU circuit with temperature controller. | | |
| **141** | Modular type Variable Refrigerant Flow/Variable Refrigerant Volume air cooled Outdoor units suitable for cooling and heating, having all hermetically sealed inverter type Scroll Compressor(s), minimum two compressors for above 14 HP modules,microprocessor based controller, topdischarge type condensing unit(s), with R410 A Refrigerant, vibration isolators, with suitable foundation etc. complete as required.The unit shall deliver the rated capacity at 43Degree C ambient and work even at 50 Degree C ambient temperature without tripping. The unit shall be suitable to work on 400V +/- 10%, 3 Phase, 50Hz AC power supply. The unit shall be filled with first charge of the refrigerant and ready for use as required. The COP at AHRI conditions (43 deg C) at 50% load shall not be less than 7 and IEER not less than 6.5 - 28 HP | 64.00 | Nos |

## Annexure 3 – Key Performance Indicators under Service Level Agreement

## Service Level Agreement (Operations)

### 1) Daily services:

| Sl. No | Service Level Requirement | Min Requirement Period | Additional-Compliance Period | Penalty Rate (INR) |
|---|---|---|---|---|
| 1. | Routine housekeeping (inc. cleaning services as per the scope of services) of all the premises in the project | 3 Times/Day * | 8 Hours | 5,000/ 8 Hours |

| Sl. No | Service Level Requirement | Min Requirement Period | Additional-Compliance Period | Penalty Rate (INR) |
|---|---|---|---|---|
| | facility (excluding licensed spaces). | | | |
| 2. | Cleaning of circulation area, platforms, roads etc., | Once / Day* | 8 hours | 10,000/ Day |
| 3. | Cleaning of lifts and Escalators | 3 Times/Day * | 8 Hours | 5,000/ 8 Hours |
| 4. | Cleaning of Toilets as per defined scope of services | On Continuous basis | 1 Hour | 5,000/ Hours |
| 5. | Cleaning of roof area or wall and glass facades area above 6 ft. etc., including disinfecting and to ensure all surfaces are free from cob-webs, greases, dirt or dust etc., | Once a week* | 1 day | 5,000/ day |
| 6. | Cleaning of dustbins / waste bins and disposing the same up to the main container or garbage collection point. | Every 3 Hours * | 3 Hours | 2,000/ 3 Hours |
| 7. | Collecting of garbage from the garbage collection point. Thereafter, segregation of waste & disposal. | 3 Times / Day * | 8 Hours | 2,000/ 3 Hours |
| 8. | Dusting / cleaning in the project facility (excluding licensed spaces) of all furniture, sills, counters, screens, blinds & curtains, light fittings, signage, doors, door frames, fittings and glass | 2 Times/Day | 1 Day | 5,000/ Day |

| Sl. No | Service Level Requirement | Min Requirement Period | Additional-Compliance Period | Penalty Rate (INR) |
|---|---|---|---|---|
| | pans, AV equipment, workstations along with computers and their accessories like printers, monitors, keyboards, fax machine and photocopiers etc., telephone instrument etc. | | | |
| 9. | Cleaning of windows from inside & outside in office, passages and corridors and all glass facade outside all around the building on ground floor. | Once / Day | 1 Day | 5,000/ Day |
| 10. | Sweeping, wet mopping, dusting of stairs (including terrace & ground to basements), External Stairs, Exhibits & Artifacts, Driveway and compound area. | 3 Times/Day * | 1 Day | 5,000/ Day |
| 11. | Cleaning and upkeep of all parking , service, basement and maintenance area. | Once / Day * | 1 day | 5,000/ Day |

*The frequency shall be as mentioned in the Annexure above or as and when required.

**2) Regular Maintenance Services**

| Sl. No | Service Level Requirement | Min Requirement Period | Additional-Compliance Period | Penalty Rate (INR) |
|---|---|---|---|---|
| 1 | Cleaning of external surface Including glass façade, external building surface, structure at entrance plaza at all heights. | Fortnightly | 3 Days | 10,000/ 3 Days |
| 2 | Cleaning of all carpets, sofas, chairs. | As per Manufacturer recommended methods and intervals | 1 Day | 5,000/ Day |
| 3 | Cleaning and disinfection of all water tanks. | Once a month | 3 Days | 2,000/Day |
| **UG TANKS & WATER SUPPLY (As per scope of services)** | | | | |
| 1 | To be assessed on as-is condition, reported and maintained to the satisfaction of the Authority. | | | |
| **SW DRAIN AND SEWAGE SYSTEM** | | | | |
| 1 | To be assessed on as-is condition, reported and maintained to the satisfaction of the Authority. | | | |
| **AIR CONDITIONING SYSTEM** | | | | |
| 1 | The air conditioning system shall be assessed in its existing (“as-is where is”) condition, with findings duly reported and the system maintained to the satisfaction of the Authority. | | | |
| **PEST CONTROL** | | | | |
| 1 | Disinfestations treatment | 1 Time / Fortnightly* | +1 Day | 5,000/ Day |
| 2 | Rodent Control | 1 Time / Monthly* | +1 Day | 5,000/ Day |
| 3 | Fly Control | 1 Time / Monthly* | +1 Day | 5,000/ Day |

| Sl. No | Service Level Requirement | Min Requirement Period | Additional-Compliance Period | Penalty Rate (INR) |
|---|---|---|---|---|
| 4 | Mosquito | 1 Time / Fortnightly* | +1 Day | 5,000/ Day |
| 5 | Snake | 1 Time / Fortnightly* | +1 Day | 5,000/ Day |
| 6 | Others as required at site | As required* | +1 Day | 5,000/ Day |
| Note: The Site shall remain pest free and safe environment shall be assured by Concessionaire. The afore-mentioned requirements are indicative in nature, any further changes in service level requirements for ensuring the same shall be at the cost of the Concessionaire without any financial implication or claim on the Authority.<br><br>* The frequency shall be as mentioned in the schedule or as and when required. | | | | |
| **D- OTHERS (SANITARY & PLUMBING FIXTURES)** | | | | |
| 1 | To be assessed on as-is condition, reported and maintained to the satisfaction of the Authority. **Repeated incidents of lack of maintenance may lead to strict action as decided by the Authority.** | | | |
| **PUMP ROOM** | | | | |
| 1 | Regular maintenance of VFD pump for irrigation with all connections and attachments, damaged part should be repaired or replace at that time immediately. | on alternate days | 1 Day | As per twice the market rate of damaged / theft fixture or 5000/Day whichever is higher. |
| **DRINKING WATER FOUNTAIN** | | | | |
| 1 | To be assessed on as-is condition, reported and maintained to the satisfaction of the Authority. | | | |
| **HORTICULTURE WORK** | | | | |
| 1 | De-weeding work for lawn areas with required | Daily | Compulsory | 2000 / Day |

| Sl. No | Service Level Requirement | Min Requirement Period | Additional-Compliance Period | Penalty Rate (INR) |
|---|---|---|---|---|
| | equipment including all cutting, trimming, making good in levels. | | | |
| 2 | Making kyaries, mulching for trees, shrubs & ground covers at kyaries, mixing of manure for trees and required. | Daily or Twice Daily | Compulsory | 2000 / Day |
| 3 | Manual watering | Whenever Required | Compulsory | 2000 / Day |
| 5 | Anti-termite treatment for damages leaves and branches. | Whenever Required (to be done immediately) | Compulsory | 2000 / Day |
| **PUMBING / AUTOMATION UNIT** | | | | |
| 1 | Regular maintenance and cleaning of all valves. | 1 Time / week | 1 Day | 5000/Day |
| 2 | regular maintenance for all main line, sub lines water supplies. | 1 Time / week | 1 Day | 2000/Day |
| 3 | Regular maintenance for all automation system including all decoders, sensors, cables, solenoids valves. | On alternate Days | 1 Day | 5000/Day |
| 4 | Replacement of damaged pipes, valves, cables, decoders if found damaged or theft. | immediate | Compulsory | 2000/Day |

| Sl. No | Service Level Requirement | Min Requirement Period | Additional-Compliance Period | Penalty Rate (INR) |
|---|---|---|---|---|
| 5 | Regular maintenance for VFD pumps and electrical supplies. | 1 Time / week | 1 Day | 2000/Day |
| **PATHWAY** | | | | |
| 1 | De-weeding work for pathways including all anti treatment, cutting, removing and gap filling with sand if required. | 2 Times/Month | 15 Days | 2000/Day |
| 2 | Removal of water by manually stacked rain water. | Every day * | 1 Day | 1000/Day |
| 3 | Uplifting levels of interlocking paver blocks by providing sand below interlocking paver block including all removing blocks filling of sand and re-fixing in proper pattern and sand filling for joints also. | 1 Times / 6 Months | 15 Days | 3000/Week |
| 4 | Cleaning of pathway areas-removing of all wastage, polythene, garbage, weeds, dust, debris, leaf, polythene, porch etc. collection removal & transportation up to desired point. | On Alternate Days | 2 Days | 5,000/ 8 Hours |
| 5 | Removal and making of damaged kerb stone including plaster to provide wheep | On Alternate Days | 2 Days | 4000/Week |

| Sl. No | Service Level Requirement | Min Requirement Period | Additional-Compliance Period | Penalty Rate (INR) |
|---|---|---|---|---|
| | holes for water drainage to lawn areas. | | | |
| 6 | Painting work of kerb stone of approved shades. | 1 Times/6 Months | 1 Month | 1000/Week |
| **BOUNDARY WALL** | | | | |
| 1 | Painting inside outside as per approved paint on grills, fencing & all service / entry gates and gate columns. | 1 Time / 6 Month | 1 Month | 10,000/15 Days |
| 2 | **ELECTRIC FIXTURES** maintenance or replacement if found theft or damaged by non-social elements all complete as per direction of engineer in charge. | Immediate | Compulsory | As per twice the market rate of damaged / theft fixture or 2000/ Day whichever is higher. |
| 3 | Cleaning of all lamps, street, light poles, railing lamps, foot lights. | On Alternate Days | 4 Days | 300/Day |
| **Note:** The penalty amount determined by the Authority shall be final, and the Authority's decision regarding any damage or penalty imposed shall be conclusive. The frequency shall be as specified in the aforementioned annexure or as required. The Authority reserves the right to modify the frequency at any time, without any cost implications, to enhance the O&M standards at the Site. | | | | |

**3) Medical Facility**

| Sl. No | Service Level Requirement | Min Requirement Period | Additional-Compliance Period | Penalty Rate (INR) |
|---|---|---|---|---|
| **Medical Facility** | | | | |
| 1 | Availability of Doctors/ Primary Medicines/ Availability of ambulance at disposal always | Immediate | Compulsory | 1,00,000/ Day |
| **Note:** The penalty amount determined by the Authority shall be final, and the Authority's decision regarding any damages and penalties imposed shall be conclusive and binding. | | | | |

**Note:**

In the event that the Concessionaire fails to repair or rectify any defect or deficiency set forth in this Annexure 3 – Key Performance Indicators under 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 Annexure 3 (Appendix VII) granting an additional repair period along with imposition of appropriate penalty mentioned in Appendix VII-Annexure 3 of this RFP 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 Requirement 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 cost of the Concessionaire. If the Concessionaire fails to rectify the defect three times in a continuous period of 365 (Three hundred and Sixty-Five) days, it shall result in the termination of the Concession Agreement. 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. The Damages set forth in this clause may be assessed and specified forthwith by the Authority either by itself or through its designated representative; provided that the Authority may, in its discretion, demand a smaller sum as Damages, if in its opinion, the breach has been cured promptly, and the Concessionaire is otherwise in compliance with its obligations hereunder. The decision of the authority shall be final and binding.

## Annexure 4 – Minimum Manpower Requirement and Minimal list of Machineries

The list of manpower for various categories is provided below. Bidders are advised to assess the actual requirement based on Site conditions before submitting their Bid.

| SI No | Particulars | Manhours/ Month |
|---|---|---|
| 1 | Property Management Team | 1,664 |
| 2 | Technical Team | 4,992 |
| 3 | Housekeeping Team | 47,424 |
| 4 | Horticulture Team | 832 |
| 5 | Security Team | 15,288 |
| | **Grand Total** | **70,200** |

***Note:***

i. **HS - Highly Skilled; S - Skilled; SS - Semi-Skilled; US - Un-Skilled.** Kindly refer to the relevant notification of GoTN/GoI for minimum wage requirements. (Mgr - Managerial level)

ii. The list of manpower provided above, including the various subcategories, is indicative and not exhaustive. The actual manpower assessment at the Site shall be conducted and deployed with prior approval from the Authority. The Concessionaire may deploy additional personnel as per actual Site conditions, exceeding the minimum requirement as mentioned above, if necessary.

iii. The Bidder shall consider the impact of additional manpower requirements for relievers, night shifts, leaves, and off days in their Financial Proposals.

iv. The minimum manpower requirements as specified above shall be strictly adhered to.

v. Any additional manpower required to maintain the service level agreement shall be deployed without any financial implication on the Authority.

vi. The different types of manpower required for the Project shall be classified into the following categories for the purpose of computing of minimum deployment of man-hours per month:

- **Property Management Team** – Estate Head, Technical Manager, Technical Executive, Security Manager, EHS Executive, Documentation Executive, Admin/ HR Executive.

- **Technical Team** – Supervisor, Electrician, Substation HT operators, AC Technician, Plumber, Multi Skill Technician, Fire Technician, Mason, Helpers, Painters, Carpenters.

- **Housekeeping Team** – Housekeeping Supervisors, Housekeeping Staff/ Janitors, Office boy.

- **Horticulture Team** – Supervisors, Gardeners, chemicals, tools and tackles.

- **Security Team** – Security Guards, Security Supervisors, BMS, Fire guards.

**vii. Minimum Manpower Deployment Requirements:**

The Concessionaire shall ensure the deployment of manpower in accordance with the following schedule:

a) During the first month from the commencement of the O&M of the Project, the Concessionaire shall deploy at least fifty percent (50%) of the required manpower (in terms of man-hours).
b) During the second month from the commencement of the O&M of the Project, the Concessionaire shall deploy at least seventy-five percent (75%) of the required manpower (in terms of man-hours).
c) During the third month from the commencement of the O&M of the Project, the Concessionaire shall continue to deploy at least seventy-five percent (75%) of the required manpower (in terms of man-hours).
d) From the fourth month onwards, the Concessionaire shall deploy at least ninety-five percent (95%) of the required manpower (in terms of man-hours).

viii. Any manpower required beyond the above required manpower (in terms of man-hours) shall be deployed by the Concessionaire as necessary to meet the key performance indicators, without any financial liability on the Authority.

ix. If the Concessionaire fails to deploy the above required manpower (in terms of man-hours) as stipulated above, the Concessionaire shall be subject to penalties as specified in Appendix VII – Annexure 5 of this RFP dealing with Deductions for Non-performance.

x. Nodal Officers and Key Managers, including but not limited to the Estate Officer, Technical Manager, Security Manager, EHS Manager, Fire Officer, and BMS Manager, along with any other officers as required by Authority, shall be deployed on Site without any vacancies or absenteeism. In instances where an absence is unavoidable, the Concessionaire must obtain prior approval from the Authority.

xi. The Concessionaire is required to comply with all Applicable Laws including Labour laws, safety laws and Child Labor (Prohibition and Regulation) Act, 1986 as amended from time to time.

**Minimal List of Machineries**

| S.No | Name | Quantity (nos) |
|---|---|---|
| **Floor Cleaning Machineries** | | |
| 1 | **Wet and Dry Vacuum Cleaner 30 Litres**<br>The machine is required for all-purpose picking up coarse, fine, dry and damp dirt as well as water and other fluids from the surface. The machine will be required to perform wet and dry vacuum functioning at all the areas. | 5 |
| 2 | **Single Disc Scrubber**<br>The machine is required for deep cleaning, maintaining and buffing/polishing and the flooring which have a smooth surface. The machine will be required to perform wet scrubbing of floors and small smooth areas. | 2 |

| S.No | Name | Quantity (nos) |
|---|---|---|
| 3 | **Auto Scrubber Dryer**<br>The machine is required to clean the floor by scrubbing with brush and chemical and then sucks the dirty water by vacuuming, leaving the floor totally clean and dry. | 2 |
| 4 | **Staircase Scrubber – Hand Held**<br>The machine is compact, mains-operated scrubber with disc ***engineering for scrubbing, shampooing, polishing and crystallising various small areas such as steps or windowsills***. | 3 |
| 5 | **Road Sweeper – Flipper (Auto) Petrol**<br>The road sweeper machine is automatic and petrol operated used for sweeping of exterior pavements, platforms, parking. | 6 |
| 6 | **Road Sweeper – Flipper (Battery)**<br>The road sweeper machine is automatic and battery operated used for sweeping of building flooring. | 3 |
| 7 | **Road Sweeper – Flipper (Manual)**<br>The machine is used for cleaning both fine dust and larger dirt particles. This ***sweeping*** machine picks up dust automatically and leaves even corners spotlessly clean. It is walk behind machine operated manually. | 3 |
| 8 | **Back Pack Vacuum**<br>The machine is required to clean cluttered areas, stairs, aisles, seats, shelving, and other | 2 |

| S.No | Name | Quantity (nos) |
|---|---|---|
| | places where upright or canister vacuum cleaners are impractical. | |
| 9 | **Road Sweeper – Ride On (Battery)**<br>Ride on road sweeper is used to sweep larger surfaces like public lobby, corridors and waiting areas. | 5 |
| 10 | **High Pressure Washer**<br>The machine is equipped for cleaning hard floor surfaces and walls with pressurized water and rotating jets without splashes, cleaning the chocked drains, pressure washing driveways. Stainless steel housing with bristle skirting and rotary nozzles attached to it are provided with the machine for cleaning surfaces. | 2 |
| 11 | **High Pressure Jet – 100-120 bar** | 2 |
| 12 | **Signage**<br>Signage boards are required to display the caution to the passengers about the cleaning process. | 35 |
| **Outdoor & Landscape Machineries** | | |
| 13 | Dual Mast / Scissor Lift - 12 Mtrs | 1 |
| 14 | Crawler / Z Boom - 25 Mtrs | 1 |
| 15 | Diesel Engine Operated Dewatering Pump - 15 HP | 2 |
| 16 | Tractor with Trailor | 1 |
| 17 | Tata Yodha or Equivalent | 1 |
| 18 | Lawn mower Machine | 1 |

| S.No | Name | Quantity (nos) |
|---|---|---|
| 19 | Grass cutting Machine | 2 |
| 20 | Chain saw Machine | 2 |
| 21 | Fogging Machine | 2 |
| 22 | Pesticides Spray Pump | 3 |
| 23 | 30 ft Height adjustable towable ladder | 2 |
| **Garbage Bins & Trash** | | |
| 24 | **240 Lit Dust Bin**<br>Large and wheeled dust bins are placed at strategic location for collection of waste and the cover support provided supports for maintaining the hygiene level in the surroundings. | 15 |
| 25 | Garbage Bins - 1000 Lts Minimum Capacity | 20 |
| 26 | Stainless Steel Garbage Bins - 60 Ltrs Minimum Capacity | 105 |
| **Tool Kits** | | |
| 27 | **Glass Cleaning Kit**<br>Glass cleaning kit are required to clean exterior / elevated glasses. | 3 |
| 28 | **Caddy Basket**<br>Caddy basket are required to carry cleaning tools and supplies in an organized manner | 35 |
| 29 | **Wringer Trolley (Double bucket)**<br>Wringer trolley is a wheeled bucket used wring out a wet mop without getting the hands dirty. The double bucket provides clean and dirty water separation and aids frequent water changes as necessary. | 35 |

| S.No | Name | Quantity (nos) |
|---|---|---|
| 30 | **Jobby Kit**<br>Jobby kits are required to pick up waste or dirt manually and frequently | 15 |
| 31 | Tools for Electrical Maintenance Work | 3 |
| 32 | Tools for Plumbing Maintenance Work | 3 |
| 33 | Tools for Carpentry Maintenance Work | 1 |
| 34 | **Telescopic Rod (9 metres)**<br>Telescopic rod is required to clean windows, roofs, wall without the help of ladder. | 2 |
| 35 | **Ladder 6ft & 12ft**<br>Ladders are required to aid in dusting and cleaning of walls and other elevated structures. | 5 |
| **Others** | | |
| 36 | Computer (Desktop / Laptop) & Printers | 5 |
| 37 | Parking Billing Machine | 10 |
| 38 | Walkie talkie | 40 |

**Note:**

1. The list of machinery mentioned above is indicative and not exhaustive.
2. Any additional machinery required beyond the listed items to meet the O&M requirements or fulfill the service level agreement shall be provided by the Concessionaire without any financial implication on the Authority.
3. All machinery shall remain functional and in good working condition, with a breakdown period not exceeding 5%, assessed on a monthly basis.
4. An adequate quantity of spares and consumables shall be maintained at the Site in accordance with this RFP/Concession Agreement, as applicable.

5. The Concessionaire shall provide necessary training on operations, safety aspects, and related matters to ensure the proper O&M of machinery, preventing damage to property, accidents, or inconvenience to users.
6. Adequate warning signboards and safety signage, including cones with chains and hooks, shall be installed at the Integrated Bus Terminal and other areas of the Site to ensure the complete safety of all Users.

## Annexure 5 – Deduction for Non-performance

| Sl. No | Service Level Requirement | Cure Period | Penalty Rate (INR) |
|---|---|---|---|
| 1. | For all activities mentioned in Annexure - 3 | The Minimum Required Period shall be as specified in Annexure-3 or as determined by the Authority on a special-case basis following the Additional Compliance Period. | 2 * Penalty rate as specified in the Annexure -3 |

| S. No | Description | Expected for upkeep | Minimum Obligation | Deduction recovery to be affected beyond minimum obligation | Performance Evaluation Timeline |
|---|---|---|---|---|---|
| 1 | Power – Substation / DG set | 100 % (Ability to be online in case of power failure to be not less than 20 second.) | 98% | INR 10,000 per day | Monthly |
| 2 | UPS | 100% | 99.95% | INR 10,000 per day | Monthly |
| 3 | HVAC systems for entire complex (Including Air Conditioning*) | 100% | 99.50% | INR 10,000 per day | Monthly |

| | | | | | |
|---|---|---|---|---|---|
| 4 | Elevators | 100% | 98% | INR 25,000 per day | Monthly |
| 5 | ACBs / Panels/ Cables | 100% | Critical ACBs: 100% Non critical: 99.5% | INR 10,000 per day | Weekly |
| 6 | Fire Hydrant system & Sprinkler system | 100% | 100% | INR 50,000 per day | Daily |
| 7 | Control Room / BMS | 100% | 98% | INR 10,000 per day | Daily |
| 8 | CCTV & Public Information System | 100% | 98% | INR 10,000 per day | Daily |
| 9 | Shortfall in deployment of minimum machinery / tools described in the agreement or as approved by client in writing | 100% | 95% | 1 % of Machinery cost per day* | Monthly |
| 10 | All Electrical Installations, Electrical Equipments shall be functional | 100% | 98% | INR 2,000 / Fault / Day | Monthly |
| 11 | All Toilets, Urinals and Plumbing equipments / | 100% | 98% | INR 2,000 / Fault / Day | Everyday |

| | | | | | |
|---|---|---|---|---|---|
| | fittings / pipeline etc. | | | | |
| 12 | Availability of Passenger facilities & amenities like Drinking Water, Public Wifi, Seating facility, buggies, Parking lots etc. | 100% | 99% | INR 2,000 / Fault / Day | Weekly |
| *Note: The ambient temperature within the air-conditioned areas of the Integrated Bus Terminal shall not exceed 25 degree Celsius during the operational hours of 08:00 hours to 22:00 hours (totaling 14 operational hours per day). | | | | | |

**Penalty for shortfall in deployment of Manpower**

| S. No | Manpower Category | Minimum Obligation | Penalty Rate beyond minimum obligation (INR/ Manhour) | Performance Evaluation Timeline |
|---|---|---|---|---|
| 1. | Property Management Team | • **50%** during the first month from the commencement of the O&M of the Project.<br>• **75%** during the second and third months from the commencement of the O&M of the Project.<br>• **95%** from the fourth month onwards from the | 1,250 | Monthly |
| 2. | Technical Team | | 625 | |
| 3. | Housekeeping Team | | 225 | |
| 4. | Horticulture Team | | 250 | |
| 5. | Security Team | | 350 | |

| S. No | Manpower Category | Minimum Obligation | Penalty Rate beyond minimum obligation (INR/ Manhour) | Performance Evaluation Timeline |
|---|---|---|---|---|
| | | commencement of the O&M of the Project. | | |

**Note:**

- Authority shall levy penalty based on the above-mentioned rates or as per actual loss suffered whichever is higher.
- **Calculation of Manpower Deployment Percentage:**

  The percentage of manpower deployment per month shall be calculated using the following formula:

$$\text{percentage of Manhours deployed} = \frac{\text{Total hours the total employees in a category present in a month}}{\text{Total minimum required manhours to be deployed in the category}} * 100$$

- All the penalties mentioned shall be escalated by 15% once in every 3 years.

## Annexure 6- List of Proposed Components on License

| S. No | Shop No | Area (sft) |
|---|---|---|
| A | Ground Floor | |
| 1 | Shop 01 | 104.28 |
| 2 | Shop 02 | 196.82 |
| 3 | Shop 03 | 193.97 |
| 4 | Shop 04 | 196.82 |
| 5 | Shop 05 | 301.11 |
| 6 | Shop 06 | 351.33 |
| 7 | Shop 07 | 83.42 |
| 8 | Shop 08 | 316.89 |
| 9 | Shop 09 | 360.72 |
| 10 | Shop 10 | 347.73 |
| 11 | Shop 11 | 145.35 |
| 12 | Shop 12 | 132.30 |
| 13 | Shop 13 | 132.30 |
| 14 | Shop 14 | 146.31 |
| 15 | Shop 15 | 133.47 |
| 16 | Shop 16 | 132.14 |
| 17 | Shop 17 | 132.14 |
| 18 | Shop 18 | 132.14 |
| 19 | Shop 19 | 132.80 |
| 20 | Shop 20 | 130.14 |
| 21 | Shop 21 | 132.14 |
| 22 | Shop 22 | 132.14 |
| 23 | Shop 23 | 132.14 |
| 24 | Shop 24 | 127.88 |
| 25 | Shop 25 | 132.14 |
| 26 | Shop 26 | 161.12 |
| 27 | Shop 27 | 161.98 |
| 28 | Shop 28 | 132.14 |
| 29 | Shop 29 | 132.14 |
| 30 | Shop 30 | 132.78 |
| 31 | Shop 31 | 132.14 |
| 32 | Shop 32 | 132.14 |
| 33 | Shop 33 | 132.14 |
| 34 | Shop 34 | 161.98 |
| 35 | Shop 35 | 161.98 |
| 36 | Shop 36 | 130.14 |

| S. No | Shop No | Area (sft) |
|---|---|---|
| 37 | Shop 37 | 130.14 |
| 38 | Shop 38 | 130.14 |
| 39 | Shop 39 | 130.14 |
| 40 | Shop 40 | 130.14 |
| 41 | Shop 41 | 130.14 |
| 42 | Shop 42 | 130.14 |
| 43 | Shop 43 | 130.14 |
| 44 | Shop 44 | 130.14 |
| 45 | Shop 45 | 130.14 |
| 46 | Shop 46 | 130.14 |
| 47 | Shop 47 | 144.83 |
| 48 | Shop 48 | 132.14 |
| 49 | Shop 49 | 130.14 |
| 50 | Shop 50 | 147.06 |
| 51 | Shop 51 | 70.07 |
| 52 | Shop 52 | 72.41 |
| 53 | Shop 53 | 101.29 |
| 54 | Shop 54 | 108.28 |
| 55 | Shop 55 | 108.28 |
| 56 | Shop 56 | 108.28 |
| 57 | Shop 57 | 108.28 |
| 58 | Shop 58 | 120.50 |
| 59 | Shop 59 | 120.50 |
| 60 | Shop 60 | 108.28 |
| 61 | Shop 61 | 108.28 |
| 62 | Shop 62 | 108.28 |
| 63 | Shop 63 | 108.28 |
| 64 | Shop 64 | 126.93 |
| 65 | Shop 65 | 126.93 |
| 66 | Shop 66 | 127.56 |
| 67 | Shop 67 | 127.36 |
| 68 | Shop 68 | 198.79 |
| 69 | Shop 69 | 250.00 |
| 70 | Shop 70 | 101.84 |
| 71 | Shop 74 | 72.82 |
| 72 | Shop 75 | 127.00 |
| 73 | Canteen | 2,659.47 |
| 74 | Super Market / Book Store | 930.54 |
| 75 | Restaurant 1 | 1,022.06 |

| S. No | Shop No | Area (sft) |
|---|---|---|
| 76 | Restaurant 2 | 1,329.34 |
| 77 | Shop 71 ( May be Omni ) | 466.00 |
| 78 | Shop 72 ( May be Omni ) | 507.00 |
| 79 | Shop 73 ( May be Omni ) | 508.00 |
| 80 | OMNI Office Space 1 | 508.00 |
| 81 | OMNI Office Space 2 | 507.00 |
| 82 | OMNI Office Space 3 | 508.00 |
| 83 | Commercial Space | 328.45 |
| | **Total** | **19,768** |

**Additional Retail Area**

| S. No | Particulars | Area (sft) |
|---|---|---|
| 1 | Additional Shop - Ground Floor Fingers | 384 |
| 2 | Additional Shop - First Floor Fingers | 96 |
| 3 | Additional Shop - OMNI Bus Platform | 96 |
| 4 | Additional Shops - Kiosk - GF - New identification | 529 |
| 5 | ATM - Kiosks | 5 |
| 6 | Mini Stall - Kiosks | 32 |
| | **Total** | **1,141** |

**Parking facility in IBT, Panjappur, Trichy**

| S. No | Particulars | Parking Nos. |
|---|---|---|
| 1 | Two-wheeler | 1,923 |
| 2 | Four-wheeler | 212 |
| 3 | Auto | 100 |

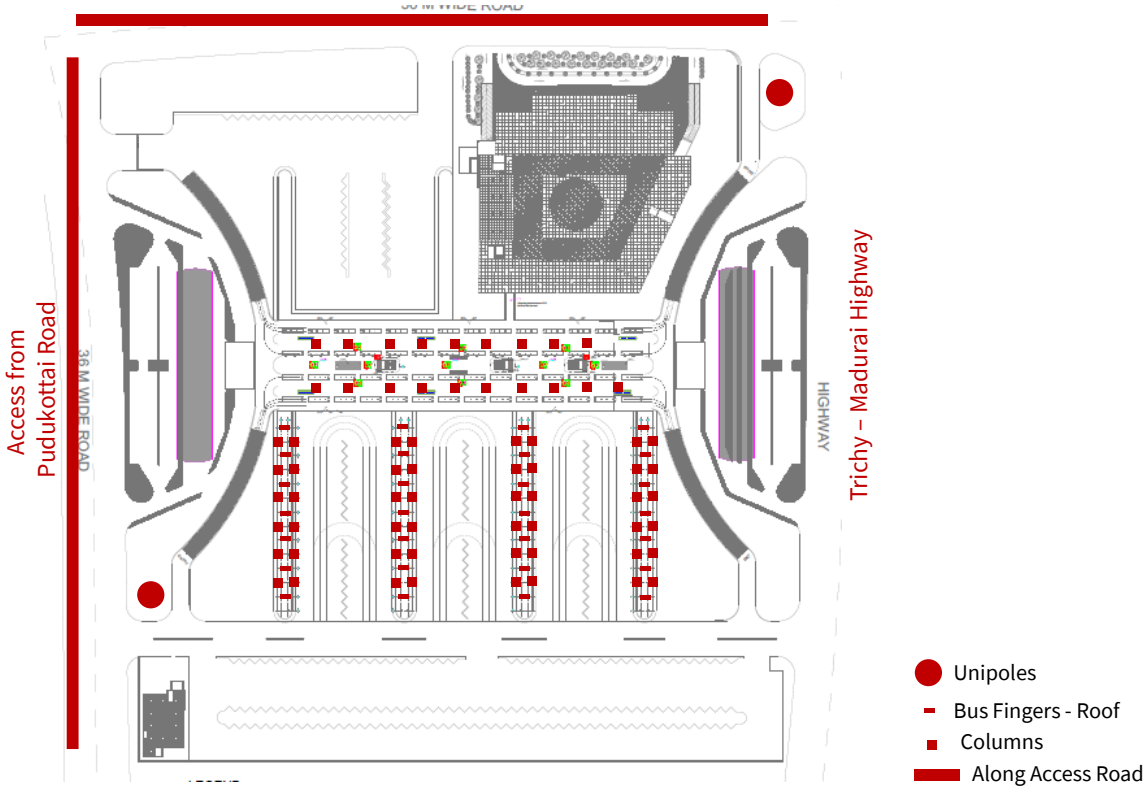
**Note:**

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

**List of Proposed Advertisement Spaces on License**

| S. No | Particulars | Unit | Area Sq.ft |
|---|---|---|---|
| 1 | Main Terminal Building - Columns | Sqft | 651 |
| 2 | Bus Fingers - Ground Floor (Columns) | Sqft | 1,364 |
| 3 | Bus Fingers - First Floor (Columns) | Sqft | 1,054 |
| 4 | Bus Fingers - Ground Floor (Beams) | Sqft | 1,465 |
| 5 | Street Light Poles - Driveway | Sqft | 814 |
| 6 | Unipole - Highways & Rear Side | Sqft | 1,550 |
| 8 | Auto Driveway | Sqft | 806 |
| 9 | Advertisement along Pudukottai Road entrance | sqft | 29,063 |

**Location of Probable Advertisement and Public Display Spaces**




**Operation and Administration Area**

## Integrated Bus Terminal (Building)

| S. No | Facility | Priority Area (Sq. ft) | Non-Priority Area (Sq. ft) | Non-Maintenance Area (Sq. ft) |
|---|---|---|---|---|
| **A** | **Site Details** | | | |
| **1** | Landscape in site | | 1,51,309 | |
| **2** | 2-wheeler surface parking | | 25,244 | |
| **3** | Bus driveway - Mofussil / Omni and Idle parking | | 6,58,108 | |
| **4** | Paved Area- Auto / Taxi driveway | | 1,48,509 | |
| **5** | Bus ramp to first floor | | 30,379 | |
| **6** | Basement entry ramp | | 5,616 | |
| **7** | Paved area near driver's dormitory | | 9,592 | |
| **8** | Platforms in Auto / Taxi parking area | | 40,490 | |
| **9** | Toilet Area in Landscape | 1,900 | | |
| **10** | Eb room | 2,153 | | |
| **11** | Future development | | 69,597 | |
| **12** | Exterior road - Rear and North - 36 m road | | 3,90,685 | |
| **B** | **Terminal Building – Ground Floor** | | | |
| 1 | Terminal Building - Commercial Area (Shops, Restaurants, etc.) | | | 18,913 |
| 2 | Terminal Building - Admin & Utility Space | | 9,178 | |
| 3 | Terminal Building - Circulation Area | 98,186 | | |
| 4 | Terminal Building - Landscape | | 7,328 | |
| 5 | Terminal Building - Passenger Waiting Area | 13,046 | | |
| 6 | Staircase/Lifts/Ramps/ Escalators/ Ducts | 15,281 | | |
| 7 | Toilet Area | 14,745 | | |
| 8 | Bus Platforms - Mofussil | 64,190 | | |
| 9 | Skylight Ducts | | 1,043 | |

| S. No | Facility | Priority Area (Sq. ft) | Non-Priority Area (Sq. ft) | Non-Maintenance Area (Sq. ft) |
|---|---|---|---|---|
| **C** | **Terminal Building – Basement** | | | |
| 1 | Driveway / Parking area | | 79,426 | |
| 2 | Lifts/ Main ducts area | 399 | | |
| 3 | Skylight Duct Area | | | 772 |
| 4 | Escalator | 534 | | |
| 5 | Staircase | 1,271 | | |
| D | Terminal Building (First Floor) | | | |
| 1 | Driveway Excluding Ramp | | 80,017 | |
| 2 | Platform walkway | 44,965 | | |
| 3 | Lifts and Ducts | | | 551 |
| 4 | Staircases | 2,432 | | |
| 5 | escalator | 1,248 | | |
| 6 | Retail (8*6 ft) | | | 96 |
| 7 | Toilets | 430 | | |
| **E** | **Terminal Building (Other Areas)** | | | |
| **1** | Terminal Bus Finger | | 64,190 | |
| 2 | First Floor - Tensile Roof | | 1,34,335 | |
| **F** | **Driver's Dormitory** | | | |
| 1 | Ground Floor | | | |
| 2 | Driver's Dormitory - GF | 6,232 | | |
| 3 | Toilets | 1,886 | | |
| 4 | Staircase | 883 | | |
| 5 | Ramp/ Entrance | | 484 | |
| 6 | First Floor | | | |
| 7 | Driver's Dormitory - FF | 6,222 | | |
| **8** | Terrace Area | | 6,889 | |
| **TOTAL** | | **2,76,003** | **19,12,419** | **20,332** |

**Note:**

1. Ducts shall include ACO, ECO, FCO, GCO, TCPO, IBMSCO, and SPCO.
2. Circulation Area shall comprise the lift lobby, corridor, pedestrian pathways, two-wheeler ramps, and car ramps.

3. In the event of any variation, the drawings attached to the RFP/DCA shall be deemed final and conclusive.

## Annexure 7- User Fee

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

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

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

(i) Retail Area / Shops

(ii) Advertisements (preferably digital).

(iii) 4W parking

Provided that only a maximum of 10% (Ten Percent) of the permitted retail area/shops may be utilized as additional retail space in addition to those specified under Appendix VII-Annexure 6 of this RFP. Additional retail area/ shops, as mentioned above, shall be constructed at the expense of the Concessionaire. The revenue generated from these additional shops shall accrue to the Concessionaire.

Further, the Authority shall only undertake infrastructural augmentations and it is clarified that no commercial development shall be undertaken by the Authority within the Site.

- **User Fee fixed and revised by the Authority:**

The Authority shall **determine and revise** User Fee from time to time with respect to:

(i) Entry fee per omni bus for:
   a. Buses originating / Terminating at Trichy
   b. Buses passing through Trichy

(ii) entry fee per Government Mofussil (SETC, TNSTC, PRTC) buses

(iii) 2W parking

(iv) cloak room

(v) Auto Parking

- **For the purpose of clarity, User Fee (revenue component of the Project) which shall be collected by the Concessionaire:**

  The Concessionaire shall have the right to collect User Fee from the users, at the rate specified in this Annexure 7 in accordance with the User Fee determined in the above mentioned clauses from the users of:

  i. Entry fee per omni bus for:

     a. Buses originating / Terminating at Trichy

     b. Buses passing through Trichy

  ii. entry fee per Government Mofussil (SETC, TNSTC, PRTC) buses

  iii. retail shops

  iv. advertisements (preferably digital)

  v. 2W/ 4W parking

  vi. cloak room

  vii. Auto Parking

The Concessionaire may determine and recover rent or fee for use of additional retail area or other facilities or amenities including passenger convenience facilities, provided by the Concessionaire at the Bus Terminal, excluding the earmarked spaces as specified in Appendix VII-Annexure 6 of this RFP as per the prevailing market rate.

**User Fee for Omni/ Government buses**

Entry fee per Government bus per day shall be collected by Concessionaire as per the rates as detailed below and any future revision shall be at the sole discretion of the Authority.

**Charges of Government Mofussil (SETC, TNSTC, PRTC etc.) buses**

| S. No | Particulars | Proposed Tariff |
|---|---|---|
| 1. | Entry / Bus / Day | INR 25 **including GST** |
| 2. | No. of Mofussil Buses per day | Mofussil Buses – 1615, Local Buses (Private) - 405 |

- Entry fee per omni bus for each round trip shall be collected by Concessionaire either at departure or arrival whichever occurs first, only as per the rates as detailed below and any future revision shall be at the sole discretion of the Authority.

**Omni Buses Entry Fee Per Round Trip**

| S. No | Particulars | Unit | Amount |
|---|---|---|---|
| 1. | Bus entry fee for omni buses originating/terminating at Trichy | INR | 150 including GST |
| 2. | Bus entry fee for omni buses passing through the Integrated Bus Terminal | INR | 50 including GST |

**Note:**

1. The minimum number of omni buses anticipated to be using the Integrated Bus Terminal per quarter shall be 9000 buses (threshold for omni buses – originating from TCC/ Roundtrip) and 36,000 Buses (Touch-down buses to TCC) the minimum number of Government buses to be using the Integrated Bus Terminal per day shall be 1615 buses (threshold for Government buses) and 405 buses (threshold for local /private buses).
2. In the event that the number of omni/government buses per quarter/day exceeds number of buses as mentioned in serial no. 1 (one) above, User Fee collected from the omni/government buses over and above the threshold in serial no. 1 (one) above per quarter/day shall be considered as excess revenue and the excess revenue shall be paid

in entirety to the Authority by the Concessionaire along with the quarterly payable Concession Fee.

3. In the event that the number of buses on a given day is less than the number of buses as mentioned in point 1 above, the Authority may, at its sole discretion, compensate the Concessionaire for any revenue shortfall.
4. The User Fee for omni buses shall be escalated by 15% (Fifteen Percent) once in every 3 (Three) years or as approved by the Authority.
5. The Concessionaire shall be responsible for monitoring all buses (Omni, SETC, TNSTC, local buses) and other private vehicles such as 4-wheelers, 2-wheelers, Autos, and Taxis at the bus terminus. This monitoring will be done using a combination of ANPR (Automatic Number Plate Recognition) cameras and boom barriers at both the entry and exit points. The data will be made accessible online in real-time. The designated officer of the Authority and the Concessionaire shall countersign and verify the number of vehicles on a daily basis.

- **User Fee for cloak room**

The User Fee for cloak room shall be collected by Concessionaire as per the rates detailed below and any future revision shall be at the sole discretion of the Authority:

| Time Slot | Small Bag | Large Bag | Refundable deposit |
|---|---|---|---|
| Upto 12 hrs | Rs.50/- | Rs.70/- | Rs.200/- |
| After 12 hrs but less than 24 hrs | Rs.70/- | Rs.100/- | Rs.300/- |
| After 24 hrs (For every additional 24 hours or part thereof) | Rs.70/- | Rs.100/- | Rs.350/- |

**User Fee for 2W / 4W Parking and other charges**

The Concessionaire shall charge/collect User Fee for 4W at the prevailing market rate. The Concessionaire shall also allocate 2% of the total parking space as reserved preferential parking, free of charge, to be used by the Authority and/or other allied Government department employees working in the Bus Terminal. The Concessionaire shall charge User Fees for Parking as provided below:

**Parking fee for private vehicles**

| S. No | Particulars | Proposed Tariff |
|---|---|---|
| 1 | 2W / Bike | 24 Hrs. = INR 20/ One time charge per entry<br>Additional 24 Hrs. or part thereof = INR 20 |
| 2 | 4W / Car | Concessionaire shall decide as per prevailing market rate. |
| **Note:** The parking fee for two-wheelers shall be escalated by 15% once in every three years | | |

## Annexure 8- Stock Level of Supply for O&M

The Concessionaire shall ensure that an adequate stock level of all housekeeping materials, replaceable items, and consumables required for the O&M of all machinery, housekeeping/maintenance equipment, diesel, oil, common spares, safety equipment, and other essential supplies is sufficiently maintained at the Site at all times. The following guidelines shall be strictly adhered to by the Concessionaire to ensure the effective operation and maintenance of the Site.

a) Upon receipt of the LoA and prior to the execution of the Concession Agreement, the Concessionaire shall prepare a comprehensive checklist of all necessary materials required for the effective O&M of the Integrated Bus Terminal and obtain the necessary approvals from the Authority.

b) The checklist shall include details such as material specifications, daily or periodic consumption requirements, lead time, minimum stock levels, reorder levels, and any other particulars as may be required by the Authority.

c) The checklist shall be updated on a quarterly basis during the first year of operations and subsequently on a yearly basis from the second year onwards or as directed by the Authority. Upon approval by the Authority, the checklist shall be maintained at the Site and shall be strictly adhered to at all times.

d) The stock levels for all materials shall be calculated as follows:

   (a) **Minimum Stock Level** – Equivalent to two times the lead or delivery time from the order date.

   (b) **Reorder Level** – Equivalent to three times the lead or delivery time from the order date.

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

f) The Authority reserves the absolute right to modify, amend, or introduce new specifications or requirements in the aforementioned methodology at its sole discretion, as and when deemed necessary, to ensure compliance with maintenance standards, service level agreements, or any other provisions of the RFP or Concession Agreement. Any such modifications shall not impose any financial, legal, or other obligations on the Authority.

g) Cash procurement of materials shall be strictly avoided. All procurements shall be properly documented, accounted for, and carried out in accordance with good industry practices.

h) Upon request by the Authority, the Concessionaire shall disclose the details of all material suppliers, including work orders, for verification and compliance purposes.

i) The Concessionaire shall conduct adequate quality and safety tests for all procured materials to ensure compliance with prescribed quality and safety standards, authenticity, and suitability before their usage at the Site.

j) It shall be the responsibility of the Concessionaire to ensure the safe custody of all materials at the Site, maintain adequate stock levels, and ensure the efficient and effective execution of all operations and maintenance activities in accordance with the provisions of this RFP and Concession Agreement.

# 15 APPENDIX-VIII: NATIONAL POLICY ON SAFETY, HEALTH AND ENVIRONMENT AT WORKPLACE

1. 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 workplace, 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 Lawsand to conduct experimental and demonstration projects in connection therewith;

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

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

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

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

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

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

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

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

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

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

4.4 Awareness

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

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

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

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

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

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

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

4.4.8 by securing good liaison arrangements with the International organisations;

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

4.4.10 by providing practical guidance and encouraging employers and employees in their efforts to reduce the incidence of occupational safety and health risks at their places of

employment and to impress upon employers and employees to institute new programmes and to improve existing programmes for providing safe and healthful working conditions, requiring employers to ensure that workers and their representatives are consulted, trained, informed and involved in all measures related to their safety and health at work;

4.5 Research and Development

4.5.1 by providing for research in the field of safety, health and environment at workplace, including the social and psychological factors involved, and by developing innovative methods, techniques including computer aided Risk Assessment Tools, and approaches for dealing with safety, health and environment at workplace problems which will help in establishing standards;

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

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

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

4.6 Occupational safety and health skills development

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

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

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

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

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

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

4.7 Data collection

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

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

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

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

4.7.5 by developing the means for improved access to information;

4.8 Review

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

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

5. Conclusion

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

5.2 Government stands committed to review the National Policy on Safety, Health and Environment at Workplace and legislations through tripartite consultation, improve enforcement, compilation and analysis of statistics; develop special programmes for hazardous

operations and other focus sectors, set up training mechanisms, create nation-wide awareness, arrange for the mobilisation of available resources and expertise.

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

Signature Not Verified
Digitally signed by PRAKASAVELU SIVAPATHAM
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