State Industries Promotion Corporation of Tamil Nadu Limited (SIPCOT)

REQUEST FOR PROPOSAL (RFP)

Volume I: ITB & BIDDING FORMS

Selection of Concessionaire for development, operation and maintenance of SIPCOT Siruseri- Navalur Lake in Chengalpattu District, under DBFOT model of PPP

[Bid Due Date: 29.01.2026]

(This document is meant for exclusive purpose of submitting the Bids and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued)

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Disclaimer

This Request for Proposal (RFP) is issued by the **State Industries Promotion Corporation of Tamil Nadu Limited (SIPCOT)** (the "**Authority**") for the purpose of **Selection of Concessionaire for development, operation and maintenance of SIPCOT Siruseri- Navalur Lake in Chengalpattu District, under DBFOT model of PPP** , in accordance with the scope, terms, and conditions set out in this document.

This RFP is provided to prospective Bidders solely for the purpose of preparing and submitting their Bids in accordance with the provisions of this RFP. The information contained herein has been prepared in good faith and is believed to be accurate as of the date of issue. However, the Authority makes no representation or warranty, express or implied, regarding the accuracy, reliability, completeness, or adequacy of the information contained in this RFP, including any assumptions, projections, drawings, site information, addenda, corrigenda, or responses to queries issued from time to time.

Nothing contained in this RFP shall be construed as creating any contractual obligation, commitment, or promise on the part of the Authority, nor shall it confer any right on any Bidder. The Authority shall not be liable for any costs, expenses, damages, or liabilities incurred by any person in connection with the preparation, submission, or evaluation of Bids pursuant to this RFP or otherwise.

Each Bidder shall be solely responsible for conducting its own independent assessment, investigation, and analysis of all matters relevant to the proposed Concession, including but not limited to:

- Physical condition, extent, and characteristics of Navalur Lake, lakefront areas, and existing assets;
- Site conditions, access, utilities, environmental sensitivities, and local constraints;
- Applicable laws, rules, regulations, and statutory approvals, including environmental, industrial area, and urban local body requirements;

- Risks, costs, obligations, and responsibilities associated with development, operations, maintenance, and revenue generation under the Concession;
- Accuracy, adequacy, and completeness of the information provided in this RFP or made available during the bidding process.

Bidders are strongly advised to undertake site visits and carry out their own technical, financial, legal, environmental, and commercial due diligence before submitting their Bids. The Authority shall not entertain any claim or liability arising from a Bidder's failure to fully familiarize itself with the project requirements, site conditions, regulatory framework, or operational realities of the Concession.

The Authority reserves the right, at its sole discretion, to amend, modify, supplement, or withdraw this RFP or to cancel the bidding process, in whole or in part, at any stage, without assigning any reason and without incurring any liability whatsoever. Issuance of this RFP does not imply that the Authority is bound to award the Concession or to select any Bidder.

By participating in the bidding process, each Bidder shall be deemed to have read, understood, and accepted the terms and conditions of this Disclaimer in full.

Glossary of Terms

Term	Definition	RFP Reference
Authorised Representative	The person duly authorised by a Bidder or the Authority to represent them in the bidding process.	Clause 3.2
Authorised Signatory	The person duly authorised by theAuthorityor the Bidder represent them in the bidding process.	Clause 3.5
Authority / SIPCOT / Concessioning Authority	State Industries Promotion Corporation of Tamil Nadu Limited	Clause 1.1
Bid / Proposal	The complete submission made by a Bidder in response to this RFP, including Technical and Financial Proposals.	Clauses 3.1, 3.9,
Bid Due Date	The final date and time for online submission of Proposals through the Tamil Nadu Tenders portal.	Clause 1.4
Bid Parameter	The Revenue Share offered by the Bidder	Clause 1.3
Bid Schedule	The timeline for key events in the bidding process, including publication, pre-bid meeting, and submission deadlines.	Clause 1.4
Bidder	A legal entity that submits a Proposal in response to this RFP	Clause 2.2
Conflict of Interest	A situation in which a Bidder's relationships or roles compromise the fairness or	Clause 2.6

	integrity of the bidding process.	
Concession Agreement	The legally binding agreement to be signed between the Authority and the Selected Bidder.	RFP Volume II: DCA
Corrupt Practice	means the offering, giving, receiving, or soliciting of anything of value to influence the actions of a public official or any person connected with the bidding process or the execution of the Concession.	Clause 6.1
Coercive Practice	Harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or execution of the Concession.	Clause 6.1
Collusive Practice	Arrangement or understanding between Bidders or their agents to unduly influence the outcome of the bidding process.	Clause 6.1
Digital Signature Certificate (DSC)	A secure digital key issued by a certifying authority, used to authenticate documents submitted online through the Tamil Nadu Tenders portal.	Clause 3.1
Draw of Lots	A random selection method used to break a tie between two or more Financial Bids quoting the same Annual Concession Fee.	Clause 4.4.2
Earnest Money Deposit (EMD)	A refundable depositsubmitted in the form of e-BG/ e-Bank Guarantee with the Bid.	Clause 3.9
Financial	The minimum financial qualifications a	Clauses 2.3,

Eligibility Criteria	Bidder must meet to participate in the bidding process.	and Section 4
Financial Bid	The part of the Proposal quoting the Revenue share offered above the	Clause 4.4
Fraudulent Practice	Misrepresentation or omission of facts, or the wilful suppression of material information, to influence the bidding process or outcome.	Clause 6.1
Letter of Award (LoA)	A formal communication issued by the Authority to the Preferred Bidder, confirming acceptance of their bid and inviting execution of the Concession Agreement.	Clause 4.7
Limited Re-Bid	A restricted re-submission of revised Financial Bids among tied Bidders to resolve a tie.	Clause 4.4
Minimum Guarantee Amount	The Minimum amount that shall be paid by the bidder per annum.	Clauses 1.3
Online Submission	The mandatory method for submitting Bids using the Tamil Nadu Tenders portal, with digital authentication.	Clause 3.1
Pre-Bid Meeting	A meeting organised by the Authority to address queries raised by prospective Bidders. May be attended in person or virtually.	Clause 3.2
Preferred Bidder	The Bidder identified by the Authority after Financial Bid Evaluation (and any negotiation) as eligible for issue of LoA.	Clause 4.4.2

Proposal Validity Period	The duration (180 days from Bid Due Date) for which the submitted Proposal remains valid and binding.	Clause 3.3
Responsiveness Check	Initial screening of Technical Bids for completeness, correctness, and compliance with submission requirements.	Clause 4.2
Reserve Revenue Share	Reserve Revenue Share means the minimum fixed Revenue Share (expressed as a percentage of gross revenues from the Project) notified by the Authority, below which any Financial Proposal shall be deemed non-responsive.	Clause 1.3
Selected Bidder	The Preferred Bidder who accepts the LoA and is eligible to sign the Concession Agreement.	Clause 4.7
Site Visits	Independent inspection by Bidders to assess ground realities of the assets. No claims are entertained post-submission.	Clause 6.7
Tamil Nadu Tenders Portal	The official e-Procurement platform (https://tntenders.gov.in) through which the entire bidding process is conducted.	Clause 3.1
Technical Eligibility Criteria	The minimum technical qualifications a Bidder must meet to participate in the bidding process.	Clauses 2.2, and Section 4
Technical Bid / Technical Proposal	The part of the Proposal demonstrating the Bidder's qualifications, past experience, and compliance with eligibility requirements.	Clauses 3.1, 4.3
Financial Proposal	The part of the Proposal demonstrating the Bidder's quote of Revenue share over the	Clauses 1.3, 3.1, 4.4

	Reserve Revenue share defined.	

TABLE OF CONTENTS

SECTION 1. INTRODUCTION **11**

1.1 Background **11**

1.2 Issuing Authority **12**

1.3 Brief Description of the Bidding Process **13**

1.4 Bid Schedule **15**

SECTION 2. ELIGIBILITY AND QUALIFICATION **17**

2.1 General Eligibility **17**

2.2 Technical Eligibility Criteria **17**

2.3 Financial Eligibility Criteria **18**

2.4 Deleted Error! Bookmark not defined.

2.5 Disqualification Conditions **19**

2.6 Conflict of Interest **20**

2.7 Right to Verify **21**

2.8 Applicability of Tamil Nadu Tender and PPP Framework **21**

SECTION 3. INSTRUCTIONS TO BIDDERS **21**

3.1 Online Submission through Tamil Nadu Tenders Portal **21**

3.2 Pre-Bid Queries and Clarifications **22**

3.3 Proposal Validity **23**

3.4 Bid Due Date and Timelines **23**

3.5 Language and Format **23**

3.6 Modification of Bids **24**

3.7 Authority's Right to Annul or Modify the Bidding Process 24

3.8 Earnest Money Deposit (EMD) 25

SECTION 4. BID EVALUATION AND SELECTION 27

4.1 Bid Opening Procedure 27

4.2 Responsiveness Check and Preliminary Scrutiny 27

4.3 Evaluation of Technical Bids 28

4.4 Opening and Evaluation of Financial Bids 28

4.5 Reservation of Rights by Authority 29

4.6 Issue of Letter of Award (LoA) 30

4.7 Execution of Concession Agreement 30

SECTION 5. LEGAL AND REGULATORY FRAMEWORK 32

5.1 Applicable Legal Framework 32

5.2 Interpretation and Order of Precedence 32

5.3 Jurisdiction 33

SECTION 6. MISCELLANEOUS 33

6.1 Fraudulent and Corrupt Practices 33

6.2 Right to Verify Information 34

6.3 Costs and Expenses 34

6.4 No Obligation to Award 34

6.5 Rights of the Authority 34

6.6 Confidentiality **35**

6.7 Disclaimer on Site Visits and Asset Condition **35**

SECTION 7. BIDDING FORMS AND SUBMISSION REQUIREMENTS ERROR! BOOKMARK NOT DEFINED.

FORM 1: LETTER COMPRISING THE BID **36**

FORM 2: DETAILS OF THE BIDDER **39**

FORM 3: POWER OF ATTORNEY FOR SIGNING THE BID **42**

FORM 4: DELETED ERROR! BOOKMARK NOT DEFINED.

FORM 6: STATEMENT OF LEGAL CAPACITY **44**

FORM 7: TECHNICAL CAPACITY OF THE BIDDER **45**

FORM 8: FINANCIAL CAPACITY OF THE BIDDER **48**

FORM 9: FINANCIAL BID SUBMISSION FORM **49**

FORM 10: DELETED ERROR! BOOKMARK NOT DEFINED.

FORM 11: INSTRUCTIONS FOR SUBMITTING BIDS ONLINE **50**

FORM 12: BANK GUARANTEE FOR EARNEST MONEY DEPOSIT **53**

Section 1. Introduction

1.1 Background

The **State Industries Promotion Corporation of Tamil Nadu Limited (SIPCOT)** (the "Authority" or the "Concessioning Authority"), in its capacity as the nodal agency responsible for the development and management of industrial estates and allied infrastructure, has undertaken the **rejuvenation of Navalur Lake**, including ecological restoration and landscape development, as a responsible stakeholder and neighbour to the surrounding residential communities, natural habitats, and users of the adjoining IT Park.

In furtherance of this initiative, SIPCOT intends to **select and onboard a Concessionaire through a competitive bidding process** for the **development, operation, maintenance, and management of Navalur Lake and the Navalur Lakefront Park**, including existing amenities and such additional facilities as may be permitted under this Request for Proposal (RFP), the Concession Agreement, and the applicable regulatory framework. The Concession is intended to ensure sustainable lake management, enhancement of public access and user experience, environmental stewardship, and long-term operational efficiency.

The selected Concessionaire shall be responsible for the **development, operation, maintenance, and management of Navalur Lake and its associated facilities** throughout the Concession Period, in accordance with the provisions of the Concession Agreement and applicable statutory and regulatory approvals.

The Scope of Work shall broadly include, but not be limited to, the following:

a. Operation, maintenance, and management of existing lakefront facilities and amenities;

b. Design, financing, development, operation, maintenance, and management of additional facilities, amenities, and attractions, as expressly permitted by the Authority;

c. Marketing, branding, and promotion of Navalur Lake and the Navalur Lakefront Park as a public-oriented recreational and ecological asset;

d. Revenue generation, collection, and management from permitted activities across both existing and newly developed facilities, in accordance with the Concession Agreement;

e. Overall day-to-day management and operation of the lake, lakefront park, and associated assets, including coordination with relevant authorities; and

f. Handover and transfer of the lake, lakefront park, and all associated assets back to the Authority, in the prescribed condition, upon expiry or termination of the Concession Period.

The **Concession Period shall be fifteen (15) years** from the date of execution of the Concession Agreement, **inclusive of the construction period** required for the development of additional facilities.

1.2 Issuing Authority

This Request for Proposal is issued by:

Managing Director,

State Industries Promotion Corporation of Tamil Nadu Limited (SIPCOT)

19-A, Rukmani Lakshmipathy Road, Egmore, Chennai - 600 008

Email : md@sipcot.in

Phone : 044-25671383

The Authority reserves the right to accept or reject any or all bids or to modify or annul the bidding process at any time without assigning any reasonsubject to applicable laws.

1.3 Brief Description of the Bidding Process

The Authority has adopted a **single-stage, two-part online bidding process** (the "Bidding Process") for selection of the Concessionaire for the Project.Under this process, Bidders shall submit their Bids electronically in two separate parts, namely:

A. **Part I: Technical Bid**, and

B. **Part II: Financial Bid**,

in accordance with the procedures specified in this RFP.

Technical Bid Evaluation

The **Technical Bids (Part I)** shall be opened and evaluated first to assess the eligibility, qualification, and responsiveness of the Bidders in accordance with the requirements specified in this RFP. Only those Bidders whose Technical Bids are found to be responsive and compliant with the eligibility and qualification criteria shall be considered for opening and evaluation of their Financial Bids.

Financial Bid and Bid Parameter

The **Financial Bids (Part II**) of only the technically qualified Bidders shall be opened. The sole bid parameter for selection of the Concessionaire shall be the Revenue Share, quoted by the Bidder as a percentage (%) of the gross revenues generated from the Project during the Concession Period.

a) A Reserve Revenue Share of 15% (fifteen percent) has been specified by the Authority.

b) Bidders shall quote a Revenue Share over and above the Reserve Revenue Share.

The Bidder offering the highest Revenue Share over the Reserve Revenue Share shall be declared the Preferred Bidder, subject to compliance with the provisions of this RFP.

Minimum Guaranteed Amount (MGA)

For each year of the Concession Period, the Concessionaire shall pay the Authority an amount equal to the **higher of**:

a) The amount calculated by applying the **quoted Revenue Share** to the **gross revenues** for that year; or
b) The applicable **Minimum Guaranteed Amount (MGA)** for that year.

The MGA shall be as follows:

a) **Year 1:** Rs. **25 Lakhs**;

b) **Year 2 and each subsequent year:** Rs. **50 Lakhs per annum**; and

c) The MGA applicable from **Year 2 onwards shall be escalated at the rate of ten percent (10%) once every three (3) years**.

Selection and Award

The Bidder offering the highest Revenue Share over and above the Reserve Revenue Share shall be identifiedas the Preferred Bidder. The Authority reserves the right to accept or reject any Bid, annul the Bidding Process, or take such action as may be permitted under this RFP.

A Letter of Award (LoA) shall be issued to the Preferred Bidder specifying the terms and conditions. Upon unconditional acceptance of the LoA by the Preferred Bidder, the Preferred Bidder shall be designated as the Selected Bidder. The Selected Bidder shall then execute the Concession Agreement with the Authority, and only upon execution of the Agreement shall the Selected Bidder becomes the Concessionaire.

The Concessionaire shall thereafter be entitled to operate, manage, and collect revenues from the Project strictly in accordance with the provisions of the Concession Agreement, subject to payment of the applicable Revenue Share and Minimum Guaranteed Amount to the Authority.

1.4 Bid Schedule

The following timeline shall apply to the bidding process for this RFP. Any changes to the schedule will be notified exclusively through the **Tamil Nadu Tenders portal (**https://tntenders.gov.in **)**.

Event	**Date**	**Time (IST)**	**Remarks**
Publication of RFP	[●]	[●]	Available on https://tntenders.gov.in
Start of Bid Document Download	[●]	[●]	Downloadable only from https://tntenders.gov.in
Last date for submission of pre-bid queries	[●]	[●]	Queries to be submitted through the portal
Pre-bid meeting	[●]	[●]	Details to be published on the portal
Authority's response to queries	[●]	[●]	Pre-bid clarifications issued on portal
Last date for online bid submission (Bid Due Date)	[●]	[●]	Submission only via https://tntenders.gov.in
Opening of Technical Proposals	[●]	[●]	Online opening through the portal
Opening of Financial Proposals	[●]	[●]	Only for technically qualified bidders
Issue of Letter of	[●]	—	Tentative, subject to approval

Award (LoA)			
Execution of Concession Agreement	Within 30 days of LoA	—	As per terms of the RFP and LoA

Note: All official communication regarding this RFP shall be made exclusively through the Tamil Nadu Tenders portal at https://tntenders.gov.in

Section 2. Eligibility and Qualification

2.1 General Eligibility

a. Bids may be submitted only by a company incorporated under the Companies Act, 1956 or the Companies Act, 2013.

b. The bidder must comply with all applicable laws and provide valid incorporation documents as proof of eligibility.

c. No consortium, joint venture, or partnership bids shall be permitted under this RFP.

2.2 Technical Eligibility Criteria

The Bidder shall, as on the Bid Due Date, meet the following requirement:

A. <u>The Bidder shall have experience of at least one (1) project of a similar nature which:</u>

(i) has been successfully developed/ constructed (completed projects only) by the Bidder at any time during the last seven (7) years, or

(ii) has been operated and/or managed by the Bidder for a minimum period of one (1) year during the last seven (7) years.

B. <u>Projects of similar nature shall include:</u>

(i) Urban parks or large public gardens
(ii) Lakefront or waterfront development projects
(iii) Amusement or theme parks
(iv) Integrated recreational, leisure, or eco-tourism facilities
(v) Large campus-style public infrastructure assets with significant open-space and visitor management components
(vi) Facility management of institutional&commercial campuses or large campus-style public infrastructure assets with significant open-space and visitor management components

C. The qualifying project shall meet one of the following minimum size criteria, as applicable to the nature of the project:

(i) In the case of urban parks, lakefront/waterfront developments, amusement/theme parks, or recreational/eco-tourism facilities, the project shall have a minimum land area of 5 (five) acres.

(ii) In the case of facility management of institutional, commercial, or campus-style infrastructure projects, the project shall have a minimum built-up area of 3,00,000 (three lakh) square feet and shall include the following sub-activities:

a. Day-to-day operations of the facility or campus;
b. Preventive and corrective maintenance of buildings, structures, utilities, and common infrastructure;
c. Housekeeping, landscaping, and upkeep of open spaces and common areas;
d. Management of mechanical, electrical, plumbing, fire-fighting, and allied systems;
e. Safety, security, access control, and visitor management;
f. Asset management, record-keeping, and performance monitoring; and
g. Coordination with service providers, statutory authorities, and occupants/users.

The Authority shall evaluate the Technical Bids and assess the Technical Eligibility Criteria in accordance with Section 4 of the RFP.

Supporting documents: Letters of Award, Completion Certificates, and a certificate from a Statutory Auditor/ Chartered Accountant.

2.3 Financial Eligibility Criteria

The Bidder shall demonstrate the following financial capacity to be eligible for participation in the bidding process:

A. <u>Net Worth:</u>

The Bidder shall have a **positive net worth** as per its **audited financial statements for the financial year ending 31 March 2025**.

B. <u>Average Annual Turnover:</u>

The Bidder shall have achieved an **average annual turnover of not less than Rs. 10.00 Crores (Indian Rupees Ten Crores only)** during the last three (3) audited financial years preceding the Bid Due Date. Such turnover shall be derived exclusively from eligible or qualifying projects as defined under Clauses 2.2(B) and 2.2(C) of this RFP.

The Authority shall evaluate the Technical Bids and assess compliance with the above Financial Eligibility Criteria in accordance with the provisions of Section 4 of this RFP.

Supporting documents: Audited financial statements for past 3 financial years and a certificate from the Statutory Auditor or Chartered Accountant in the format prescribed in Section 8.

2.4 Disqualification Conditions

A Bidder shall be disqualified if:

a) The Bidder has undisputed dues pending with SIPCOT as of the Proposal Due Date;

b) The Bidder is blacklisted or debarred by any government or public body and the debarment / black listing is applicable as on bid due date;

c) The Bidder has been convicted of any offence involving fraud, moral turpitude, or misrepresentation;

d) The Bidder submits false or misleading information or fails to meet any of the eligibility conditions under this Section.

e) The Bidder is declared insolvent by the Insolvency and Bankruptcy Board of India or under the Insolvency and Bankruptcy Code, 2016 or has any matter pending under the National Company Law Tribunal against the bidder with respect to insolvency.

2.5 Conflict of Interest

A Bidder shall not have a conflict of interest that affects the bidding process. Any such conflict shall render the bid and bidder liable to disqualification. A conflict of interest shall be deemed to arise in, but not limited to, the following cases:

a) **Controlling Relationship**: The Bidder is controlled by or is under common control with another bidder; or where such Bidders have common directors, shareholders, or partners.

b) **Multiple Bids**: A Bidder, or any of its group entities or affiliates, shall not participate, directly or indirectly, in more than one Bid for the same Project, provided that this restriction shall not apply where such participation is limited to a minority shareholding of up to ten percent (10%) in another Bidder, without any management control, board representation, voting control, or ability to influence the Bid or performance of such other Bidder. For the purposes of this Clause, mere financial investment up to ten percent (10%) shall not be deemed to constitute participation, control, or conflict of interest. Any shareholding in excess of ten percent (10%), or any form of control or influence (whether direct or indirect), shall render the Bids non-responsive.

c) **Advisory Conflict**: A Bidder or its associate has been engaged as an advisor or consultant for the preparation of this RFP or the Concession Agreement.

d) **Public Interest**: Any situation which, in the opinion of the Authority, may give rise to an actual or perceived conflict with the public interest or fairness of the bidding process.

Bidders must disclose all such relationships and potential conflicts in their bid. Non-disclosure or misrepresentation may result in immediate disqualification or termination of the Concession.

2.6 Right to Verify

SIPCOT reserves the right to independently verify any statement, document, or claim made by the Bidder in its proposal. The Authority may seek clarification, request additional documents, or inspect relevant records. Failure to provide such clarification or cooperation may lead to disqualification.

2.7 Applicability of Tamil Nadu Tender and PPP Framework

All procedural, legal, and regulatory aspects not expressly covered in this RFP shall be governed by the provisions of the **Tamil Nadu Transparency in Tenders Act, 1998**, the **Tamil Nadu Transparency in Tenders Rules, 2000**, and, where applicable, the **Tamil Nadu PPP Rules, 2012** and the State's PPP Policy, as amended from time to time.

Section 3. Instructions to Bidders

3.1 Online Submission through Tamil Nadu Tenders Portal

All bids shall be submitted **only through the Tamil Nadu Government e-Procurement portal** at https://tntenders.gov.in , in accordance with the procedures specified on the portal and as detailed in **Form 11: Instructions for Submitting Bids Online** of this RFP.

Bidders are required to:

- Register on the TNTenders portal using a valid Digital Signature Certificate (DSC);
- Upload the **Technical Proposal** and Financial Proposal in separate files, as specified;
- Ensure that all required documents and forms prescribed in **Section 7: Appendices** are duly filled, digitally signed, and uploaded prior to the Bid Due Date.

Note: Physical submission of bids or any document related to the proposal, save and except the documents specified under clauses 3.9 and 3.10 shall not be accepted under any circumstances.

3.2 Pre-Bid Queries and Clarifications

Bidders may seek clarifications on this RFP by submitting written queries in the format specified in **Section 8: Appendices**. All queries shall be submitted **by email** to the**Authorized Representative** at the address below, no later than the deadline specified in the Bid Schedule (Clause 1.4):

Email Address: civil@sipcot.in

Subject Line: "–Selection of Concessionaire for development, operation and maintenance of SIPCOT Siruseri- Navalur Lake in Chengalpattu District, under DBFOT model of PPP

To be addressed to:
Superintending Engineer
State Industries Promotion Corporation of Tamil Nadu Limited,
19-A, Rukmani Lakshmipathy Road, Post box No. 7223, Egmore, Chennai – 600 008
Email: civil@sipcot.in

The Authority may, at its discretion, organise a **pre-bid meeting** to clarify the bidding process. The meeting shall be conducted at the following venue:

Venue: State Industries Promotion Corporation of Tamil Nadu Limited,
19-A, Rukmani Lakshmipathy Road, Post box No. 7223, Egmore, Chennai – 600 008 on 12.01.2026 at 11.30 am
Email: civil@sipcot.in

The meeting may also be attended virtually. The link to join the pre-bid meeting via video conferencing shall be addressed based on the request of the individual through mail prior to the meeting.

All clarifications and any corrigenda to this RFP shall be published exclusively on the Tamil Nadu Tenders portal. No individual responses shall be provided.

3.3 Proposal Validity

The Proposal submitted by the Bidder shall remain valid for a period of **180 (one hundred and eighty) days** from the Bid Due Date specified in Clause 1.4 of this RFP ("Proposal Validity Period").

The Authority may request Bidders to extend the Proposal Validity Period by issuing a written communication. A Bidder may decline such request without forfeiting its Earnest Money Deposit (EMD). However, the Authority shall not consider any proposal that is not valid on the date of evaluation.

Any extension of the Proposal Validity Period shall be unconditional and in writing. Bidders agreeing to the extension shall not be permitted to modify the contents of their proposal, except as otherwise permitted by the Authority.

3.4 Bid Due Date and Timelines

The Proposal must be submitted online through the **Tamil Nadu Tenders portal** (https://tntenders.gov.in) **on or before the Bid Due Date** specified in the Bid Schedule (Clause 1.4 of this RFP).

The portal will automatically disable submission functionality after the Bid Due Date and time. Bidders are advised to complete the upload process well in advance to avoid last-minute technical issues.

The Authority shall not be responsible for any delay or technical failure in the Bidder's access to the portal. Bids submitted after the deadline shall not be considered and no extension of time shall be granted.

Note: It is the sole responsibility of the Bidder to ensure that all documents, forms, and annexures are properly uploaded before the deadline.

3.5 Language and Format

All documents, forms, statements, and communications submitted as part of the Proposal shall be in **English**. Financial values must be stated in **Indian Rupees (INR)** only.

If any supporting document is in a language other than English, it must be accompanied by a **certified English translation** issued by an authorised translator or notary. In case of any discrepancy, the English version shall prevail for interpretation.

Bidders shall submit their proposals strictly in the formats and sequence prescribed in **Section 7– Bidding Forms and Submission Requirements**. All uploaded documents shall be **digitally signed by the authorised signatory** holding the valid Digital Signature Certificate (DSC) used for submission. Wherever applicable, scanned copies of signed documents must also bear the **physical signature and seal** of the authorised signatory.

Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

3.6 Modification of Bids

A Bidder may modify its Bid **at any time before the Bid Due Date**, by accessing its submission on the Tamil Nadu Tenders portal (https://tntenders.gov.in).

Such modification must be carried out using the same Digital Signature Certificate (DSC) used for the original submission. Any modification will be treated as a **complete resubmission**, and the latest version uploaded before the Bid Due Date shall be deemed the final Bid.For avoidance of doubt, it is clarified that no bid shall be modified after the Bid Due Date.

No Bid shall be withdrawn.

If a Bidder submits and withdraws its Bid at any point in time from thestart date of bid document downloador fails to comply with any post-bid obligations without sufficient cause, the Authority reserves the right to **forfeit the Earnest Money Deposit (EMD)** and initiate appropriate action as per applicable rules.

3.7 Authority's Right to Annul or Modify the Bidding Process

The Authority reserves the right to **annul, cancel, withdraw, suspend, or modify the bidding process** in respect of one or more packages, at any time,

without assigning any reason and without incurring any liability to any Bidder or third party.

The Authority also reserves the right to:

a) **Reject all Bids** at any stage, without obligation to award any package;

b) **Amend, clarify, or modify** the terms of this RFP or the Draft Concession Agreement through issuance of addenda or corrigenda;

c) **Accept or reject** any Bid that does not comply with the terms and conditions of this RFP.

Any such decision or modification shall be published **only on the Tamil Nadu Tenders portal** (https://tntenders.gov.in) and shall be deemed to be sufficient notice to all Bidders.

3.8 Earnest Money Deposit (EMD)

Each Bid shall be accompanied by an **Earnest Money Deposit (EMD)** specified for the relevant package in clause 1.3.

The EMD for the relevant package shall be furnished online in the form of a **online payment** / **e-BG** issued by any of the Nationalized/ Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) through the Tamil Nadu Tenders portal (https://tntenders.gov.in) at the time of bid submission, in the format specified in **Section 8: Appendices**. The Bank Guarantee must be valid for a period of **180 days from the Bid Due Date**, and must be submitted in original within the stipulated time.

The EMD shall be refundable to unsuccessful Bidders in accordance with the provisions of the **Tamil Nadu Transparency in Tenders Rules, 2000**, and shall not bear any interest. The EMD of the Selected Bidder shall be retained until the execution of the Concession Agreement.

The EMD shall be liable to forfeiture, without prejudice to any other rights of the Authority, in the following cases:

a) If the Bid is withdrawn before signing of the Concession Agreement;

b) If the Selected Bidder fails to execute the Concession Agreement within the prescribed period as mentioned in Clause 4.8;

c) If any material misrepresentation is found in the Bid.

Note: Bids not accompanied by the required EMD in the manner specified above shall be treated as non-responsive.

Section 4. Bid Evaluation and Selection

4.1 Bid Opening Procedure

The Technical Bids will be opened electronically at the date and time specified in Clause 1.4, in the presence of Bidders or their authorised representatives, if they choose to attend.

The Financial Bids of Bidders whose Technical Bids have been found responsive and compliant with the eligibility and qualification requirements shall be opened online at a subsequent date notified by the Authority.

The Authority may, at its sole discretion, seek clarifications in writing from any Bidder to facilitate evaluation.

All bid openings shall be conducted electronically through the Tamil Nadu Tenders Portal and shall be accessible to authorised representatives of the Bidders, if present.

4.2 Responsiveness Check and Preliminary Scrutiny

Each Technical Bid shall be examined to determine whether it:

a) Is complete, properly formatted, and digitally signed;

b) Includes all documents specified in Section 8;

c) Is accompanied by the required EMD;

d) Contains no material omissions, conditions, or deviations; and

e) Does not attract disqualification under the provisions of Section 2.

Only responsive Bids shall be considered for detailed technical evaluation.The Authority reserves the right to reject any Technical Bid which is nonresponsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

4.3 Evaluation of Technical Bids

The Authority shall first examine the Technical Bids of all Bidders to assess compliance with both the Technical and Financial Eligibility Criteria specified in Section 2.A Bidder shall be deemed technically qualified only if it satisfies all requirements under Section 2, including:

a) Project experience and qualifying project details (Clause 2.2)

b) Financial capacity, including net worth and average annual turnover (Clause 2.3)

The Authority may, at its sole discretion, seek clarifications in writing from any Bidder to facilitate evaluation. Such clarifications shall not be construed as permitting any modification of the Bid.

4.4 Opening and Evaluation of Financial Bids

4.4.1 Opening of Financial Bids

a) The Authority shall notify all technically qualified Bidders of the date, time, and venue for the online opening of Financial Bids through the e-procurement portal and e-mail.

b) The Financial Bids shall be opened online at the notified date and time in the presence of the authorised representatives of the Bidders, who may choose to attend.

c) The Authority shall publicly announce the assessed Revenue Share offered by each technically qualified Bidder and maintain a record of the Financial Bid opening.

4.4.2 Evaluation of Financial Bids and Selection of Bidder

a) Financial Bids shall be evaluated based on the Revenue Share quoted over and above the Reserve Revenue Share.

b) In the event of a tie, where two or more Bidders quote the same highest Revenue Share:

(i) The Authority shall invite **limited re-bids** from the tied Bidders; and

(ii) If the tie persists after such re-bidding, the successful Bidder shall be determined by **Draw of lots**,in a transparent manner, duly recorded and conducted in the presence of the authorised representatives of the tied Bidders.

c) The Bidder offering the highest Revenue Share shall be considered the Preferred Bidder, subject to any clarifications or negotiations as may be required by the Authority.

4.4.3 Conduct during Bid Evaluation

While the Financial Bids are under consideration, Bidders and their representatives shall refrain from contacting the Authority on matters relating to the Bids, except as expressly permitted under this RFP.

4.5 Reservation of Rights by Authority

a) Any information contained in a Bid shall not by itself be construed as binding on the Authority, its agents, or successors.

b) The Authority reserves the right to terminate the Bidding Process at any time without notice or liability, to reject or modify any or all Bids without assigning any reason.

4.6 Issue of Letter of Award (LoA)

The Authority shall issue a Letter of Award (LoA) to the Preferred Bidder, specifying the negotiation and accepted Revenue Share and the timeline for compliance with the terms and conditions.

The Preferred Bidder shall:

a) Convey unconditional written acceptance of the LoA within 7 (seven) days from the date of its issuance; and

b) Comply with all other terms and conditions specified in the LoA.

Upon submission of the written acceptance of the LoA, the Preferred Bidder shall be designated the **Selected Bidder**.

In the event that the Preferred Bidder:

a) Withdraws from the bidding process before issuance of the LoA; or

b) Fails to accept the LoA within the prescribed period; or

c) Fails to comply with any terms of the LoA,

then the Authority shall have the right to:

a) Cancel the award;

b) Forfeit the EMD; and

c) At its sole discretion, consider the next-highest bidder whose Bid remains valid and compliant with the terms of this RFP, to match or improve the earlier offer and be considered for award.

4.7 Execution of Concession Agreement

The Selected Bidder shall execute the Concession Agreement, in the form provided in **RFP Volume II**, within **30 (thirty) days** from the date of issuance of the LoA.

The Performance Security shall be furnished on or before execution of the Concession Agreement, in accordance with its terms. Failure to execute the Concession Agreement or furnish the Performance Security within the stipulated period shall result in cancellation of the award and forfeiture of the Earnest Money Deposit (EMD), without prejudice to other remedies available to the Authority, including debarment of the bidder from participating in any tender issued by the Authority or the Government of Tamil Nadu for a period of three (3) years.

Section 5. Legal and Regulatory Framework

Governing Law

The BiddingProcess and the subsequent Concession shall be governed by the laws of **India**, including the laws and rules in force in the **State of Tamil Nadu**.

5.1 Applicable Legal Framework

This bidding process is undertaken in accordance with the following applicable laws, policies, and regulations:

a) The **Tamil Nadu Transparency in Tenders Act, 1998**

b) The **Tamil Nadu Transparency in Tenders Rules, 2000**

c) The **Tamil Nadu Transparency in Tenders (Public Private Partnership) Rules, 2012**

d) The **Tamil Nadu Infrastructure Development Board Act, 2012**, and the Rules and Regulations made thereunder

e) The **Tamil Nadu Urban Local Bodies (ULBs) Rules**, as applicable

f) The **Tamil Nadu Public Private Partnership Policy and Rules**, where applicable

g) Any other government orders, circulars, or notifications issued from time to time

5.2 Interpretation and Order of Precedence

In the event of any conflict between provisions, the following order of precedence shall apply:

1. The executed **Concession Agreement** (RFP Volume II)
2. This **Request for Proposal (RFP)**, including any corrigenda or clarifications issued
3. All supporting documents and submissions made by the Bidder

5.3 Jurisdiction

Subject to the dispute resolution provisions in the Concession Agreement, all matters arising from or in connection with this RFP shall be subject to the **exclusive jurisdiction of the courts at Chennai**, Tamil Nadu.

Miscellaneous

5.4 Fraudulent and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standards of ethics during the bidding process and throughout the implementation of the Concession.

For the purposes of this clause, the following terms shall have the meanings set out below:

- **"Corrupt Practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the actions of a public official or any person connected with the bidding process or the execution of the Concession.
- **"Fraudulent Practice"** means a misrepresentation or omission of facts, or the wilful suppression of material information, to influence the bidding process or outcome.
- **"Coercive Practice"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or execution of the Concession.
- **"Collusive Practice"** means any arrangement or understanding between Bidders or their agents to unduly influence the outcome of the bidding process.

If the Authority determines that any Bidder has directly or indirectly engaged in any of the above practices at any stage, it may, without prejudice to any other rights under law or contract:

- Reject the Bid or annul the award;
- Forfeit the Earnest Money Deposit or Performance Security, as applicable;

- Forfeit any amounts paid by the Biddertill the stage and the same shall not be refunded whatsoever;
- Blacklist the Bidder from future tenders;
- Initiate legal or administrative action; and/or
- May further recover any outstanding dues payable by the Bidder.

5.5 Right to Verify Information

The Authority reserves the right to verify all statements, documents, and information submitted by Bidders. Any material misrepresentation, false statement, or suppression of material fact may result in rejection of the Bid and other actions, including blacklisting.

5.6 Costs and Expenses

All costs, charges, and expenses incurred by the Bidder in connection with its participation in the bidding process shall be borne solely by the Bidder. The Authority shall not be liable for any such costs, regardless of the outcome.

5.7 No Obligation to Award

The Authority shall be under no obligation to award any package pursuant to this RFP and reserves the right to annul or cancel the bidding process at any stage, without assigning any reason or incurring any liabilitysubject to applicable law.

5.8 Rights of the Authority

Without limiting its rights under law or contract, the Authority reserves the right to:

- Modify, amend, or supplement the terms of this RFP;
- Cancel or suspend the bidding process without assigning any reason;
- Accept or reject any Bid in full or in part;
- Reject all Bids without incurring any liability;

- Accept a Bid other than the highest, based on public interest considerations.

5.9 Confidentiality

All information supplied by the Authority or acquired by a Bidder in connection with this RFP shall be treated as confidential and shall not, without prior written consent of the Authority, be disclosed to any third party or used for any purpose other than preparing the Bid.

The Authority may require Bidders to execute a separate confidentiality undertaking, if necessary. This obligation shall survive the completion of the bidding process and shall remain binding on all Bidders, regardless of whether they are selected.

5.10 Disclaimer on Site Visits and Asset Condition

a) Joint Site Visit

The Authority will arrange joint site visits for all Bidders. The date and time of the joint visit will be announced during the Pre-Proposal Conference.

b) Independent Site Visit

Bidders may also visit the site independently with prior permission from the Authority.

c) Bidder's Responsibility

- Bidders shall be solely responsible for conducting their own site visits, inspections, and due diligence regarding the Site, including the condition, availability, and suitability for the intended purpose of submitting a Bid.
- The Authority does not make any representations or warranties, express or implied, regarding:

    (i) The condition, status, or fitness of the Site and the assets part of the Site

(ii) The accuracy or completeness of any information provided

d) Disclaimer

No claim shall lie against the Authority for any errors, omissions, or discrepancies discovered by the Bidder during or after the site visit or bidding process.

Form 1: Letter Comprising the Bid

[On Bidder's Letterhead]

Date: [DD/MM/YYYY]
Ref No.:

To,

_____

_____

Subject: Submission of Bid for Selection of Concessionaire for development, operation and maintenance of SIPCOT Siruseri- Navalur Lake in Chengalpattu District, under DBFOT model of PPP

Dear Sir/Madam,

a) We, the undersigned, having examined the Request for Proposal (RFP) dated [RFP Issue Date] issued by State Industries Promotion Corporation of Tamil Nadu (SIPCOT) for Selection of Concessionaire for development, operation and maintenance of SIPCOT Siruseri- Navalur Lake in Chengalpattu District, under DBFOT model of PPP, hereby submit our Bid for the same.

b) We confirm that we are submitting this Bid as a sole bidder in accordance with the RFP requirements.

c) We have carefully read, understood, and agree to abide by all terms, conditions, and requirements set forth in the RFP document, including but

not limited to eligibility and qualification criteria, bid submission and evaluation procedures, commercial terms, legal and regulatory framework, and miscellaneous provisions.

d) We confirm that our Bid is valid for a period of 180 days from the Bid Due Date, which is [Bid Due Date], and agree that the Authority may, at its discretion, seek extensions of this validity period.

e) We have conducted all necessary due diligence, including site visits and independent assessment of the Site, and acknowledge that the Authority makes no representations or warranties regarding the condition, availability, or suitability of the assets. We accept the disclaimers on site visits and asset condition as set out in the RFP.

f) We confirm that no conflict of interest exists or will arise in connection with this Bid. We further agree to comply with all applicable laws, regulations, and tendering rules, including the Tamil Nadu Transparency in Tenders Act, 1998, and any related frameworks.

g) We have submitted the Earnest Money Deposit (EMD) as required by the RFP, in the manner specified therein, and acknowledge that failure to submit these payments as prescribed shall result in rejection of our Bid.

h) We hereby nominate the following authorized representative(s) to correspond with the Authority on all matters related to this Bid:

Name: [Authorized Representative Name]
Designation:
Contact Number:
Email ID:

i) All statements, documents, and information submitted by us in this Bid are true, accurate, and complete to the best of our knowledge and belief. We acknowledge that the Authority reserves the right to reject any or all Bids, cancel or annul the bidding process at any stage without incurring any liability or providing reasons.

j) We understand that, if selected, we will be required to execute the Concession Agreement and furnish the prescribed Performance Security as per the terms of the RFP and the Agreement.

k) Along with this letter, we submit the duly completed Bid Forms and all other documents required by the RFP.

l) We look forward to the opportunity to partner with SIPCOT and contribute to the effective and responsible management and operations of Navalur Lake.

Thank you.

Yours faithfully,

For and on behalf of

[Name of Bidder]

Signature:
Name:
Designation:
Seal / Stamp:

Form 2: Details of the Bidder

[On Bidder's Letterhead]

S. No.	Particulars	Details / Documents to be submitted
1	Name of the Bidder	
2	Constitution and Legal Status	(e.g., Company under Companies Act 1956)
3	Registered Office Address	
4	Date of Incorporation / Registration	
5	Corporate Identification Number (CIN) / Registration Number	
6	Contact Person Name and Designation	
7	Telephone Number	
8	Email Address	
9	Fax Number (if any)	
10	Details of Authorized Signatory	Name, Designation, Contact Details
11	Brief Company Profile (Maximum two pages)	Provide a concise overview of the Bidder's history, core business activities, operational footprint, expertise in related sectors, management team summary, and any other relevant information.

12	Details of Projects Executed	Provide details of key projects relevant to this RFP.
13	Annual Turnover (last 3 financial years)	Year 1: _____ Year 2: _____ Year 3:
14	Declaration Regarding Contractual History and Blacklisting	Please declare whether the Bidder has: a) Failed to perform or been terminated for default on any contract in the last 5 years b) Been involved in any disputes, litigation, arbitration, or insolvency proceedings in the last 5 years c) Been blacklisted by any Government, Semi-Government, or Public Sector Undertaking in India in the last 5 years d) Any pending or past legal cases affecting the Bidder's ability to perform the contract If yes, provide full details.
15	Documents to be submitted (attach self-attested copies)	a) Certificate of Incorporation b) Memorandum of Association (MoA) c) Articles of Association (AoA) d) GST Registration Certificate e) Permanent Account Number (PAN) f) Tax Deduction and Collection Account Number (TAN) g) Audited Financial Statements for the last 5 financial years (including Balance Sheet, Profit & Loss Account, and Auditor's Report)
16	Any other relevant	

	information	

Declaration:

We hereby declare that the information furnished above is true and correct to the best of our knowledge and belief. We understand that any misrepresentation or concealment of facts or submission of forged documents may lead to disqualification of our Bid or termination of the Contract.

For and on behalf of

Signature:
Name:
Designation:
Seal / Stamp:

Form 3: Power of Attorney for Signing the Bid

[On Stamp Paper of appropriate value – Rs 100 and above]

POWER OF ATTORNEY

Know all men by these presents that we, [Name of the Bidder], a company incorporated under the Companies Act, [Year], and having its registered office at [Registered Address] (hereinafter referred to as the "Principal"), do hereby nominate, constitute and appoint Mr./Ms. [Name of the Authorized Person], son/daughter of [Father's Name], residing at [Address], holding the position of [Designation] in the Principal, 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, matters and things as are necessary or required in connection with or incidental to submission of our Bid for the **Selection of Concessionaire for development, operation and maintenance of SIPCOT Siruseri- Navalur Lake in Chengalpattu District, under DBFOT model of PPP** (hereinafter referred to as the "Project"), including but not limited to signing and submission of all documents and forms, clarifications, representations, and any other correspondence with the Authority, and generally to represent us in all matters in connection with our Bid.

We hereby agree to ratify and confirm all acts, deeds, and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts done by the Attorney shall be binding on us and shall have the same effect as if done by us.

This Power of Attorney shall be governed by and construed in accordance with the laws of India.

Executed this [Day] day of [Month], [Year] at [Place].

For [Name of the Bidder]

(Signature)
(Name)
(Designation)

Witnesses:

1. Name:
   Address:
   Signature:

2. Name:
   Address:
   Signature:

Notarization / Attestation as applicable

Form 4: Statement of Legal Capacity

[On Letterhead of the Bidder]

To
The Authority,
[Address as applicable]

Dear Sir/Madam,

We, the undersigned, hereby confirm that we have the legal capacity to submit the bid and execute the Concession Agreement for the Selection of Concessionaire for development, operation and maintenance of SIPCOT Siruseri-Navalur Lake in Chengalpattu District, under DBFOT model of PPP.

We further confirm that the undersigned is/are authorized to sign the bid and related documents on behalf of the Bidder and to legally bind the Bidder.

Signed this [Day] day of [Month], [Year] at [Place].

For and on behalf of:
[Name of the Bidder]

(Signature)
(Name)
(Designation)
(Seal / Stamp)

Form 5: Technical Capacity of the Bidder

Project Name / Contract	**Client / Govt. Authority / PSU Name**	**Location**	**Period of Contract (From – To)**	**Type of Project / Description**	**Land Area (acres) / Built-up Area (sq.ft)**	**Activities Covered (Yes/ No)**	**Executed for Govt Authority / PSU (Yes/ No)**	**Supporting Documents Attached (LOA / Completion Certificate / CA Certificate)**
(Add rows as needed)								

Instructions for Technical Capacity Submission

a) The Bidder shall submit details of at least one project of a similar nature meeting the following criteria:

   (i) Successfully developed/constructed (completed projects only) anytime in the last seven (7) years, or

   (ii) Operated and/or managed by the Bidder for at least one (1) year during the last seven (7) years.

b) Projects of similar nature shall include:

   (i) Urban parks or large public gardens

(ii) Lakefront or waterfront development projects

(iii) Amusement or theme parks

(iv) Integrated recreational, leisure, or eco-tourism facilities

(v) Large campus-style public infrastructure assets with significant open-space and visitor management components

(vi) Facility management of institutional & commercial campuses or large campus-style public infrastructure assets with significant open-space and visitor management components

c) The qualifying project shall meet one of the following minimum size criteria:

(i) For urban parks, lakefront/waterfront developments, amusement/theme parks, or recreational/eco-tourism facilities: minimum land area of 5 (five) acres.

(ii) For facility management of institutional, commercial, or campus-style infrastructure projects: minimum built-up area of 3,00,000 (three lakh) sq.ft, including the following activities:

a. Day-to-day operations of the facility or campus

b. Preventive and corrective maintenance of buildings, structures, utilities, and common infrastructure

c. Housekeeping, landscaping, and upkeep of open spaces and common areas

d. Management of mechanical, electrical, plumbing, fire-fighting, and allied systems

e. Safety, security, access control, and visitor management

f. Asset management, record-keeping, and performance monitoring

g. Coordination with service providers, statutory authorities, and occupants/users

d) Supporting documents: The Bidder must attach Letters of Award (LOA), Completion Certificates, or a certificate from a Statutory Auditor / Chartered Accountant to validate the project details.

Declaration:

I hereby declare that the information provided above and the attached documents are true and correct to the best of my knowledge and belief.

Signature:
Name:
Designation:
Date:

Form 6: Financial Capacity of the Bidder

Name of Bidder	**Financial Year**	**Annual Gross Turnover (₹ Crore)**
	FY 2024–25	
	FY 2023–24	
	FY 2022–23	
Average Annual Turnover for the last 3 Financial Years		

This certificate is issued based on our examination of the relevant books of accounts and records.

Signature and Seal

Name of Chartered Accountant / Statutory Auditor:

Membership Number:

Firm Registration Number:

Date:

Place:

Form 7: Financial Bid Submission Form

(*To be submitted in the excel sheet provided on the e-Procurement Portal*)

Instructions to Bidders for filling in the Financial Proposal:

1. The Bidders to fill the excel sheet provided on the e-Procurement Portal which shall be tentatively in the following format:

Bid Parameter	**Percentage of Financial Bid**
Revenue Share (to be quoted higher than the Reserve Revenue Share of 15% - Fifteen Percentage)	

2. The above amount is exclusive of GST which shall be paid separately at the applicable rate.

3. The Bidder who either quotes 15% or a percentage lower than the Reserve Revenue Share of 15%, the Financial Bid of such Bidder shall be rejected being non-responsive without any further consideration or clarification.

Form 8: Instructions for Submitting Bids Online

E-Submission of Bids via the Tamil Nadu Tenders Portal

(Source: Tamil Nadu Tenders Website – https://tntenders.gov.in/)

All Bidders shall submit their Bids **only through the Tamil Nadu Tenders Portal** at https://tntenders.gov.in, in accordance with the following procedure:

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 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 **EMUDHRA / CA / GNFC / IDRBT / MTNLTRUSTLINE / SAFESCRYPT / TCS**.

2. Bidder then logs into the portal using the user ID and password chosen during enrolment.

3. The e-token that is registered should be used by the Bidder and should not be misused by others.

4. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.

5. The Bidders can update well in advance the documents such as certificates, purchase order details, etc., under the **My Documents** option and these can be selected as per Tender requirements and then attached along with Bid Documents during bid submission. This will ensure lesser upload of Bid Documents.

6. After downloading / getting the Bid Schedules, the Bidder should go through them carefully and then submit the documents as per the Bid Document, otherwise, the Bid will be rejected.

7. The Format for Financial Proposal must not be modified / replaced by the Bidder and the same should be uploaded after filling the relevant columns,

else the Bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.

8. If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account any corrigendum published before submitting the Bids online.

9. Bidder, in advance, should prepare the Bid Documents to be submitted as indicated in the Tender Schedule and they should be in **PDF/XLS/RAR/DWF** formats. If there is more than one document, they can be clubbed together.

10. Bidder should arrange for the Bid Security/ EMD as specified in the Tender.

11. The Bidder reads the terms and conditions and accepts the same to proceed further to submit the Bids.

12. The Bidder has to submit the Tender Document(s) online well in advance before the prescribed time to avoid any delay or problem during the Bid submission process.

13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided based on the memory available at the client system as well as the network bandwidth available at the client side at that point of time. In order to reduce the file size, Bidders are suggested to scan the documents in **75–100 DPI** so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.

14. It is important to note that the Bidder has to **Click on the Freeze Bid Button**, to ensure that he/she completes the Bid Submission Process. Bids which are not Frozen are considered as **Incomplete/Invalid** and are not considered for evaluation purposes.

15. The Authority will not be held responsible for any sort of delay, or the difficulties faced during the submission of Bids online by the Bidders due to local issues.

16. The Bidder may submit the Bid Documents in **online mode only**, through this portal. **Offline documents will not be handled through this system.**

17. At the time of freezing the bid, the e-Procurement system will give a **successful bid updation message** after uploading all the Bid Documents submitted and then a **Bid Summary** will be shown with the Bid No., date & time of submission of the Bid with all other relevant details. The documents submitted by the Bidders will be digitally signed using the e-token of the Bidder and then submitted.

18. [Blank – numbering error in original text.]

19. 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.

20. Successful Bid submission from the system means the Bids as uploaded by the Bidder are received and stored in the system. The system does not certify for its correctness.

21. The Bidder should ensure that the Bid Documents submitted are **free from viruses**, and if the documents cannot be opened due to virus issues during Tender opening, the Bid is liable to be rejected.

22. The **time 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.

23. All the data being entered by the Bidders would be **encrypted at the client end**, and the software uses **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.

24. During transmission of the Bid Document, the **confidentiality of the Bids is maintained** since the data is transferred over **secured Socket Layer (SSL)** with 256-bit encryption technology. Data encryption of sensitive fields is also done.

25. The Bidders are requested to submit the Bids through the **online e-Procurement system well before the Bid submission end date and time** (as per Server System Clock).

Form 12: Bank Guarantee for Earnest Money Deposit

(Refer Clause 3.9)

(To be executed on Stamp paper of appropriate value)

B.G. No.

Dated:

1. In consideration of you, the State Industries Promotion Corporation of Tamil Nadu Limited, having its office at [■], Tamil Nadu (hereinafter referred to as the "**Authority**", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of [Name of the Bidder]{a Company registered under the provisions of the Companies Act/ an LLP registered under the Limited Liability Partnership Act, 2008} and having its registered office at _____ (hereinafter referred to as the "**Bidder**" which expression shall unless it be repugnant to the subject or context thereof include its/their administrators, legal heirs, successors and permitted assigns), for "**Selection of Concessionaire for development, operation and maintenance of SIPCOT Siruseri- Navalur Lake in Chengalpattu District, under DBFOT model of PPP**" (hereinafter referred to as the "**Project**") pursuant to the RFP dated _____ issued in respect of the Concession and other related documents (hereinafter collectively referred to as "**Bidding Documents**"), we [Name of the Bank] having our registered office at _____and one of its branches at (hereinafter referred to as the "**Bank**"), at the request of the Bidder, do hereby irrevocably, unconditionally and without reservation guarantee the due and

faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. _____/- (Rupees _____ only) as bid security (hereinafter referred to as the "**Bid Security**") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

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

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including inter alia the failure of the Bidder to:

   (a) keep its Bid valid and open during the Bid validity period, as set forth in the said Bidding Documents, for any reason whatsoever.
   (b) sign the Letter of Award and/or the Concession Agreement, within the specified time limit;
   (c) furnish the Performance Security within the period prescribed thereof in the Agreement;

   Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **Rs. _____/- (Rupees _____ only)**.

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

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

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

6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters

aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

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

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

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

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

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

12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. _____/- (Rupees _____ Only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [***

(indicate date falling 180 days after the Bid Due Date excluding the claim period as per law)].

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

(Signature of the Authorized Signatory)

(Official Seal)

TECHNICAL DOCUMENT ANNEXURE-III

List of Banks Integrated with Procurement Portals for e-BG

Sl. No.	Bank Names
1	Bank of Baroda
2	Canara Bank
3	HDFC Bank
4	ICICI Bank
5	Indian Bank
6	Indian Overseas Bank
7	Karur Vysya Bank
8	Punjab National Bank
9	State Bank of India
10	Union Bank of India