State Industries Promotion Corporation of Tamil Nadu Limited (SIPCOT)

REQUEST FOR PROPOSAL (RFP)
Volume I: ITB & BIDDING FORMS

Selection of Concessionaire for Management and Operations of Navalur lake

[Bid Due Date: 15.04.2026]

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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 Management and Operations of Navalur lake and its associated lakefront park and amenities**, 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
Associate	Means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, 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 Consortium Member shall be provided to demonstrate that a person is an Associate of the Bidder or the Consortium as the case may be.	Clause 2.1
Appointed Date	Appointed Date shall mean, the date onwhich the conditions precedent are achieved or waived by the party other than the party responsible for satisfying the same as per the Concession Agreement.	Clause 2.1
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	Clause 2.2

	this RFP	
Conflict of Interest	A situation in which a Bidder's relationships or roles compromise the fairness or integrity of the bidding process.	Clause 2.6
Concessionaire	The bidder, whether a single private entity or a consortium of up to two private entities, that is awarded the Contract (Concession Agreement) and thereby granted the exclusive rights and obligations to design, develop, finance, construct, operate, maintain, and/or manage the Project for the duration of the Concession Period, as defined under the Concession Agreement.	Clause 2.1
Concession Agreement	The legally binding agreement to be signed between the Authority and the Selected Bidder.	RFP Volume II: DCA
Consortium	A group of two entities (such as companies, firms, or organizations) that formally come together for the purpose of submitting a joint Bid under this RFP. The members of a Consortium collectively agree to participate in the bidding process and, if selected, to execute the Project in accordance with the terms of the RFP and the Concession Agreement.	Clause 2.1 (a)
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 Eligibility	The minimum financial qualifications a Bidder must	Clauses 2.3

Criteria	meet to participate in the bidding process.	
Financial Bid	The part of the Proposal quoting the Revenue shareoffered above the ReserveRevenue Share.	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
JointBidding Agreement	A legally binding agreement executed among all members of a Consortium participating in this RFP	Clause 2.1(e)
Lead Member	The Consortium Member designated by all members of the Consortium to act as the authorised representative and coordinator for the Consortium throughout the bidding process and, if selected, during the execution of the Project.	Clause 2.1 (e)
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
Project	The development, operation, maintenance, and management of Navalur Lake and the Navalur Lakefront Park,under PPP mode with a concession period of 15 years in Navalur Lake, SIPCOT IT Park, Siruseri, Chennai 603103 including existing amenities and such additional facilities.	Clause 1.1
Responsiveness Check	Initial screening of Technical Bids for completeness, correctness, and compliance with submission	Clause 4.2

	requirements.	
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
Technical Member	Technical Member shall mean the entity qualifying the Technical Eligibility Criteria.	Clause 2.1
Tamil Nadu Tenders Portal	The official e-Procurement platform (www.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,
Financial Eligibility Criteria	"The minimum financial thresholds prescribed in this RFP that a bidder must meet to be considered for financial evaluation. These criteria include, but are not limited to, minimum annual turnover, net worth requirements, profitability history, creditworthiness, and submission of audited financial statements for the prescribed period.	Clause 2.3
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 Bid/ Financial Proposal	The part of the Proposal demonstrating the Bidder's quote of Revenue share over the Reserve Revenue share defined.	Clauses 1.3, 3.1, 4.4

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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**under PPP mode with a concession period of 15 yearsin Navalur Lake, SIPCOT IT Park, Siruseri, Chennai 603103 including existing amenities and such additional facilities(the "Project") 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 reason subject 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 (one) to 3 (three):** Nil. **, only the quoted Revenue Share shall be paid to the Authority**;

b) **Year 4 (four) to 6 (six): Rs. 35 (thirty five) Lakhs per annum**; and

c) The MGA applicable from **Year 4(four) onwards shall be escalated at the rate of fifteen percent (15%) from year 7 (seven) and once every three (3) years thereafter**.

Selection and Award

The Bidder offering the highest Revenue Share over and above the Reserve Revenue Share shall be identified as 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 (www.tntenders.gov.in)**.

Event	**Date**	**Time (IST)**	**Remarks**
Publication of RFP	[●]	[●]	Available on www.tntenders.gov.in
Start of Bid Document Download	[●]	[●]	Downloadable only from www.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 www.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 Award (LoA)	[●]	—	Tentative, subject to approval
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 www.tntenders.gov.in.

Section 2. Eligibility and Qualification

2.1 General Eligibility

a. The Bidder may be a single entity or a group of entities ("Consortium") incorporated under the Companies Act, 1956/2013 or Limited Liability Partnership Act, 2008. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.

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

c. In the event the Bidder as mentioned in clause 2.1(a) is selected, such Selected Bidder, shall incorporate a Special Purpose Vehicle (SPV) under the Companies Act, 2013 or Limited Liability Partnership Act, 2008, prior to the execution of the Concession Agreement (the "Concessionaire") who shall be responsible for the management, operation, maintenance of the Project.

d. The Bidder shall be evaluated based on conditions set out in clause 2.2 & 2.3 as given below.

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

    i. Number of members in a consortium shall not exceed 2 (Two);
    ii. Subject to the provisions of sub-clause (1) above, the Bid should contain the information required for each member of the Consortium;
    iii. Members of the Consortium shall nominate one member as the lead member (the "Lead Member"). The nomination(s) shall be supported by a Power of Attorney, as per the format given under form 4 signed by the other member of the Consortium;
    iv. The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and O&M obligations;
    v. An individual Bidder cannot at the same time be a member of a Consortium. Likewise, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium.
    vi. No change in consortium composition after submission of bid and prior to execution of the Concession Agreement without Authority approval.
    vii. Members of the Consortium shall enter into a Joint Bidding Agreement, substantially in the form specified under form 5 (the "Joint. Bidding Agreement"). The Joint. Bidding Agreement, to be submitted along with the Bid, shall, inter alia:
        1. convey the intent to form a SPV with shareholding/ ownership equity
        2. commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Bidder in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;

3. clearly outline the proposed roles and responsibilities, if any, of each member;
4. commit that the Consortium shall directly hold 100% of the subscribed and paid up equity share and the Technical Member shall hold a minimum 51% of the subscribed and paid up equity share until the 5th (fifth) anniversary of Appointed Date and thereafter from the 6th (sixth) anniversary of Appointed Date , the Consortium shall hold a minimum of 51% of the subscribed and paid up equity share and the Technical Member shall hold a minimum of 26% of the subscribed and paid up equity share until the end of the concession period.

(Explanation: For the purposes of this RFP, the "Technical Member" shall mean the entity meeting Technical Eligibility Criteria)

5. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Bidder in relation to the Project in accordance with the Concession Agreement; Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint. Bidding Agreement without the prior written consent of the Authority; and
6. 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.

f. In case the Bidder is a single entity , it shall in addition to forming SPV, commit that the single entity shall directly hold 100% of the subscribed and paid up equity share until the 5th (fifth) anniversary of Appointed Date, thereafter from the 6th (sixth) anniversary of Appointed Date , the single entity shall hold a Minimum of 51% of the subscribed and paid up equity share until the end of the concession period.

(Explanation: For the purposes of this RFP, "Appointed Date" shall mean, the date on which the conditions precedent are achieved or waived by the party other than the party responsible for satisfying the same as per the Concession Agreement.*)*

g. The Bidder including any Consortium member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder Consortium member 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 any public entity for breach by such Bidder, Consortium member or Associate. Provided, however that whereas Bidder claims that its disqualification arising on account of any cause or event specified in this Clause is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent 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 SIPCOT for seeking a waiver from the disqualification hereunder and SIPCOT may, in its sole discretion and for reasons to be recorded inwriting, 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 implementation of the Project.

h. In computing the Technical Eligibility Criteria and Net Worth of the Bidder / Consortium members under Clause 2.2 and 2.3, the Net Worth of their respective Associates would also be eligible as hereunder.

(Explanation: For purposes of this RFP, Associate means, in relation to the Bidder/Consortium member, a person who controls, is controlled by, or is under the common control with such Bidder / Consortium member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (Fifty one 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 Consortium member shall be provided to demonstrate that a person is an Associate of the Bidder or the Consortium as the case may be.)

2.1.1 Supporting documents:

In case of a single entity:

- Copy of Incorporation Certificate issued by the Appropriate Authority .
- Copy of Memorandum and Articles of Association or other appropriate Incorporation documents.
- The Bidder should submit a Power of Attorney in the manner prescribed under form 3, authorizing the signatory of the Bid to commit the Bidder.
- The Declaration form for not being blacklisted should be enclosed as per form 2 of this RFP.

In case of a Consortium; the Consortium partners shall individually submit the following:

- Copy of Incorporation Certificate issued by the Registrar of the Companies
- Copy of Memorandum and Articles of Association
- The Bidder should submit a Power of Attorney in the manner prescribed under form 3, authorizing the signatory of the Bid to commit the Bidder.
- The members of the Consortium should submit a Power of Attorney in favour of the Lead Member in the manner prescribed under form 4.
- Joint Bidding Agreement as per form5.
- The Declaration form for not being blacklisted in the manner prescribed under form 14.

2.2 Technical Eligibility Criteria

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

A. The Bidder shall have the following experience:

1. The Bidder shall have the experience of at least one (1) project of a similar nature which:

(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.

2. In the event the experience of the Bidder herein, shall be that of a joint venture/consortium/ special purpose vehicle;

(i) The Bidder must have held not less than twenty six percent (26%) of the equity share in such joint venture/consortium/ special purpose vehicle in the project for the qualification under this Clause.

(ii) The technical eligibility criteria prescribed under this clause shall be fulfilled in their entirety by a single member of the Consortium. The aggregation or combination of qualifications, experience, or technical credentials of multiple Consortium members shall not be considered for the purpose of meeting the technical eligibility requirements. Joint or collective eligibility shall be deemed invalid for technical evaluation.

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) 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 in the manner prescribed under Form 7 .

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. 8.00 Crores (Indian Rupees Eight Crores only)** during the last three (3) audited financial years preceding the Bid Due Date. Such average annual turnover shall be derived from the cumulative turnover for each of the audited financial years, exclusively from one or more 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.

In the case of a Consortium, each Consortium Member shall individually possess a positive Net Worth as per its audited financial statements for the financial year ending 31st March 2025. For the purpose of evaluating Financial Capacity, the combined Annual Turnover of both the Consortium Members shall be considered collectively.

2.3.1 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 Form 8.

2.4 Deleted

2.5 Disqualification Conditions

A Bidder shall be disqualified if:

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

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

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

e) The Bidder or any Consortium member 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.

2.6 Conflict of Interest

The 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.

(Explanation: In case Bidder is a Consortium, then the term Bidder as used in this clause 2.6, shall include each Member of such Consortium)

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 www.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 TN Tenders 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: Bidding Forms and Submission Requirements** 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 per the format provided in form 13. 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 Management and Operations of Navalur lake]"
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
Email: civil@sipcot.in

The meeting may also be attended virtually. The link to join the pre-bid meeting via video conferencing shall be published on the **Tamil Nadu Tenders portal** (www.tntenders.gov.in) at least one day 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, and in such event the Earnest Money Deposit (EMD) shall not be liable to forfeiture. 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** (www.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 (www.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.

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

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**, 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

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** (www.tntenders.gov.in) and shall be deemed to be sufficient notice to all Bidders.

3.8 Deleted

3.9 Earnest Money Deposit (EMD)

The Bidder shall furnish as part of its Bid, an **Earnest Money Deposit (EMD)** of amount Rs. 10,00,000/- (Rupees Ten Lakhs only).

The EMD shall be furnished online in the form of a **e-BG/e-Bank Guarantee** 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 (www.tntenders.gov.in) at the time of bid submission, in the format specified in form 12. The Bank Guarantee must be valid for a period of not less than **180** (one hundred and eighty) **days from the Bid Due Date**, and a claim period of 30 (thirty) days and may be extended as may be mutually agreed between the Authority and the Bidder from time to time.

The Bidder can generate the e-BG challan through tntenders portal in the following banks from where e-BG's can be taken in favour of Commissioner, Greater Chennai Corporation:

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

The Selected Bidder's Earnest Money Deposit (EMD)will be returned, without any interest, upon furnishing the performance guarantee under the Concession Agreement in accordance with the provisions thereof. Until such time the performance guarantee is provided by the Selected Bidder pursuant hereto and the same comes into effect, the Earnest Money Deposit (EMD)shall remain in force and effect, and upon such provision of the performance guarantee pursuant hereto, SIPCO shall release the bid security.

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 Preferred Bidder withdraws from the bidding process as mentioned in clause 4.7,
c) If the Selected Bidder fails to execute the Concession Agreement within the prescribed period as mentioned in Clause 4.8;
d) 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.

If the Bidder does not provide clarifications sought under the above mentioned clause above, its Bid shall be liable to be rejected. In case the Bid is not rejected, SIPCOT 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 SIPCOT.

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 7;

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.

f) It is accompanied by the Power of Attorney as provided in form 3 along with the Power of Attorney in favour of the Lead Member as provided form 4.

g) It is accompanied by the Joint. Bidding Agreement (for Consortium), specific to the Project, as stipulated in form 5.

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

i) 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 the manner prescribed under clause 4.1 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 Deleted

4.7 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.

4.8 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 Concessionaire shall remit a performance guarantee of INR 50,00,000 (Rupees Fifty Lakhs only) in the form of an Unconditional Irrevocable Bank Guarantee in favour of the Authority, encashable and enforceable at Chennai.

The Concessionaire shall ensure that the performance guarantee is enhanced, renewed, and maintained throughout the concession period. The performance guarantee shall be renewed 30 (thirty) days prior to expiry of each Concession Year for an additional term of one (1) year. In case of any part encashment by the Authority, the Concessionaire shall restore the performance guarantee to the full amount within 30 (thirty) days of such encashment. Further, the Concessionaire shall enhance the performance guarantee by 10% once every three (3) years during the concession period.

The performance guarantee 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 guarantee 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 Bidding Process 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.

Section 6. Miscellaneous

6.1 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;
- 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.

6.2 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.

6.3 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.

6.4 No Obligation to Award

The Authority shall be under no obligation to award tender 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 liability subject to applicable law.

6.5 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.

6.6 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.

6.7 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.

Section 7. Bidding Forms and Submission Requirements

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 Management and Operations of Navalur lake**

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 Management and Operations of Navalur Lake, hereby submit our Bid for the same.

b) We confirm that we are submitting this Bid as a single entity / Consortium 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 believe that we / our Consortium satisfy the Net Worth &Annual Turnover criteria and meet(s) all the requirements as specified in the RFP document.

f) We understand that the Selected Bidder shall incorporate a special purpose vehicle under the Indian Companies Act, 1956/2013 or Limited Liability Partnership Act,2008 prior to execution of the Concession Agreement.

g) The Power Of Attorney for signing of Bid as per the manner prescriber under form3 and the Power Of Attorney for Lead Member of Consortium, as per the manner prescriber under form 4 respectively of the RFP, are enclosed.

i. We acknowledge and undertake that the single entity shall directly hold 100% of the subscribed and paid up equity share until the 5th (fifth) anniversary of Appointed Date, thereafter from the 6th (sixth) anniversary of Appointed Date , the single entity shall hold a Minimum of 51% of the subscribed and paid up equity share until the end of the concession period.

j. We acknowledge and undertake thatthe Consortium shall directly hold 100% of the subscribed and paid up equity share and the Technical Member shall hold a minimum

51% of the subscribed and paid up equity share until the 5th (fifth) anniversary of Appointed Date and thereafter from the 6th (sixth) anniversary of Appointed Date , the Consortium shall hold a minimum of 51% of the subscribed and paid up equity share and the Technical Member shall hold a minimum of 26% of the subscribed and paid up equity share until the end of the concession period.

h) We declare that we/any member of the Consortium, or our / its Associates are not a Member of a / any other Consortium submitting a bid for the project.

i) We further certify that we /any member of Consortium or any of our/their Associates are not barred by the [central Government/ State Government] or any entity controlled by it, from participating in any project and no bar subsists as on the date of Bid.

j) 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.

k) 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.

l) We certify that in regard to matters other than security and integrity of the country, we /any member of 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.

m) We further certify that in regard to matters relating to security and integrity of the Country, we /any member of 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.

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

o) We certify that in the last three years, we / any of the Consortium members or our /their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part. We, the Consortium members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement in accordance with the terms herein.

p) 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.

q) 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:

r) 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.

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

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

u) 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	

In case of a Consortium:

a. The information above (1-13) should be provided for all the members of the Consortium.
b. A copy of the Joint. Bidding agreement, as envisaged in clause 2.2.1 should be attached to the Bid.
c. Information regarding role of each member should be provided as per table below:

S. No.	Name of the member	Role * (Refer clause 2.2 & 2.3)	Percentage of equity in the Consortium

*The role of each Member shall be indicated in the Details of Bidder Form as follows:

"NA" – in case of a single entity Bidder;
"LM" – Lead Member (in case of Consortium);
"CM" – Consortium Member.

In case the Bidder relies on the experience of an associate, the term "Associate" shall be indicated along with the relevant Member Code.

d. The following information shall also be provided (in case of consortium for eachmember of the Consortium shall be provided):

S.No	Criteria	Yes	No
1.	Has the Bidder/constituent of the Consortium been		

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

e. 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.

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

(Refer clause 2.1.1)

[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], an entity incorporated under the Companies Act, [Year], or Limited Liability Partnership Act, 2008 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, who is presently employed with us/ the Lead Member of our Consortium and holding the position of.....,as our true and lawful Attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds, matters and things as are necessary or required in connection with or incidental to submission of our Bid for the **Selection of Concessionaire for Management and Operations of Navalur lake** (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

Notes:

a. 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.

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

Form 4: Power of Attorney for Lead Member of Consortium

(Refer clause 2.1.1)

Whereas SIPCOT has invited Bids from interested parties for the selection and onboarding a Concessionaire through a competitive bidding process for the development, operation, maintenance, and management of Navalur Lake and the Navalur Lakefront Park,

WHEREAS the Selected Bidder shall be responsible for the development, operation, maintenance, and management of Navalur Lake with address Navalur Lake, SIPCOT IT Park, Siruseri, Chennai 603103and its associated facilities throughout under the Public Private Partnership ("PPP") mode, for a concession period of fifteen (15) years in accordance with the terms and conditions set out in the RFP and the Concession Agreement.

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 (RFP) 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.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, ... having our registered office at.....,and M/s..... having our registered office at....., (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize 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"). We hereby irrevocably authorize 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/contract, during the execution of the Project and in this regard, to doon 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 pre-qualification of the Consortium and submission of its Bid for the Project, including but not limited to signing and submission of all Bid and other documents and writings, participate in Bidders and other conferences, respond to queries, submit information/ documents, Accept Letter of Award 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 EXECUTEDTHIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For .....

(Signature)

.....

(Name & Title)

For .....

(Signature)

.....

(Name & Title)

For .....

(Signature)

.....

(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

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

Notes:

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

Form 5: Joint Bidding Agreement

(Refer clause 2.1.1)

(To be executed on Stamp paper of appropriate value)

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

20.....

AMONGST

1. {....., an entity incorporated under the Companies Act, 1956/2013 or 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. {....., an entity incorporated under the Companies Act, 1956/2013or 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 are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS

A. State Industries Promotion Corporation of Tamil Nadu Limited (SIPCOT), having its office at 19-A, Rukmani Lakshmipathy Road, Egmore, Chennai – 600 008 (hereinafter referred to as the "Authority", which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns), has invited Bids (the "Bids") pursuant to its Request for Proposal No. _____ dated _____ (the "RFP") for selection of a Concessionaire for the development, operation, maintenance, and management of Navalur Lake and the Navalur Lakefront Park,
B. The Selected Bidder shall be responsible for the development, operation, maintenance, and management of Navalur Lake (Address: Navalur Lake, SIPCOT IT Park, Siruseri, Chennai 603103) and its associated facilities throughout under the Public Private Partnership ("PPP") mode, for a concession period of fifteen (15) years in accordance with the terms and conditions set out in the RFP and the Concession Agreement.
C. 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 document and other Bid documents in respect of the Project, and

D. It is a necessary condition under the RFP document 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 capitalized 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 the Special Purpose Vehicle (the "SPV"), under the Indian Companies Act, 2013 or Limited Liability Partnership Act, 2008 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Bidder 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:
   4.1. Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the date of signing of Concession Agreement when all the obligations of the SPV shall become effective;
   4.2. Party of the Second Part shall be {the Technical Member/ /Operation and Maintenance Member of the Consortium;}
5. **Joint and Several Liability**
   The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement, 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 the members in the consortium shall hold equity share capital as follows:

First Party :

Second Party :

6.3. Further commit that the Consortium shall directly hold 100% of the subscribed and paid up equity share and the Technical Member shall hold a minimum 51% of the subscribed and paid up equity share until the 5th (fifth) anniversary of Appointed Date and thereafter from the 6th(sixth) anniversary of Appointed Date , the Consortium shall hold a minimum of 51% of the subscribed and paid up equity share and the Technical Member shall hold a minimum of 26% of the subscribed and paid up equity share until the end of the concession period.

7. **Representation of the Parties**

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

a. Such Party is duly organized, 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 authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium member is annexed to this Agreement, and will not, to the best of its knowledge:

i. require any consent or approval not already obtained;
ii. violate any Applicable Law presently in effect and having applicability to
iii. violate the memorandum and articles of association, by-laws or other
iv. applicable organizational documents thereof;
v. violate any clearance, permit, concession, grant, license or other governmental authorization, 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
vi. 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. his Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. **Termination**

This Agreement shall come into force from the date hereof and shall remain valid and binding upon the Parties until the execution of the Concession Agreement pursuant to the RFP, in the event the Project is awarded to the Consortium. In the event the Consortium is not declared the Preferred Bidder or the Selected Bidder, or the Letter of Award is not issued to the Consortium, this Agreement shall stand terminated upon return of the Earnest Money Deposit (EMD) by the Authority to the Bidder, or upon communication of rejection of the Bid, 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
9.3. Parties without the prior written consent of the Authority.

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

SIGNED, SEALED AND DELIVERED	SIGNED, SEALED 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:

i. *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.*

ii. *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute his Agreement on behalf of the Consortium member.*

Form 6: Statement of Legal Capacity

[On Letterhead of the Bidder/ Lead Member of Consortium) **]**

To
The Authority,
[Address as applicable]

Dear Sir/Madam,

We, the undersigned, hereby confirm that we /our members in the Consortium have the legal capacity to submit the bid and execute the Concession Agreement for the **Selection of Concessionaire for Management and Operations of Navalur lake** (the "Concession").

We have agreed that ..... (insert member's name) will act as the LeadMember of our consortium. *

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

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)

* Please strike out whichever is not applicable

Form 7: 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 8: Financial Capacity of the Bidder

PART A

NETWORTH CERTIFICATE

(Refer Clause 2.3)

The Net Worth of _____ (Company/ Consortium) for the Financial Year 2024-2025 is as follows:

	Net Worth (INR)
Bidder Type	Financial Year (2024-2025)
(1)	
Single entity Bidder	
Consortium Member 1	
Consortium Member 2	

DATE :

SIGNATURE OF THE BIDDER

SIGNATURE OF EXTERNAL AUDITOR/ AUDITING PROFESSIONAL

(with seal and Address)

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

2) The Bidder shall have a minimum net worth as per the criteria of the RFP as of the end of the preceding financial year. In case of consortium, the Net Worth criteria may be met by anyone of the Consortium members individually or jointly by both the Consortium members.

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

**Net Worth shall mean,* the total value of the Bidder's assets minus its total liabilities, as reflected in the latest audited financial statements

PART B

ANNUAL TURNOVER CERTIFICATE

(Refer Clause 2.3)

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		

In case of a Consortium :

Name of Bidder	**Financial Year**	**Annual Gross Turnover (₹ Crore)**
Consortium Member 1		
	FY 2024–25	
	FY 2023–24	
	FY 2022–23	
Average Annual Turnover for the last 3 Financial Years		
Consortium Member 2	FY 2024–25	
	FY 2023–24	
	FY 2022–23	
Average Annual Turnover for the last 3 Financial Years		
Combined 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:

Note:

1) *The Bidder/ its constituent Consortium members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Application Due Date. The financial statements shall:*
    a. *reflect the financial situation of the Bidder or Consortium members.*

b. *be audited by a statutory auditor.*
c. *be complete, including all notes to the financial statements;*
d. *Correspond to accounting periods already completed and audited (no statements for partial periods shall be accepted). And*
e. *The data point of the financial state (i.e. source of data to be highlighted).*

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

Form 9: 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.
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.

Note; In case the bidder is a Consortium, the financial bid shall be submitted by the Lead Member on behalf of the Consortium and shall be binding jointly and severally on all Consortium members.

Form 10: Deleted

Form 11: 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 _____ (and acting on behalf of its Consortium) hereinafter referred to as the "**Bidder**" which expression shall unless it be repugnant to the subject or context thereof include its/their administrators, legal heirs, successors and permitted assigns), for "**Selection of Concessionaire for Management and Operations of Navalur lake**" (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)

Form 13: Clarification on RFP Document Format

(Refer clause 3.2)

<table>
<tr><td colspan="4">BIDDER'S REQUEST FOR CLARIFICATION</td></tr>
<tr><td colspan="2">Name and Address of the Organization submitting request</td><td colspan="1">Name and Position of Person submitting request</td><td>Contact Details of The Organization / Authorized Representative</td></tr>
<tr><td colspan="2" rowspan="3"></td><td colspan="1" rowspan="3"></td><td>Tel:</td></tr>
<tr><td>Fax:</td></tr>
<tr><td>Email:</td></tr>
<tr><td>S.No</td><td>Reference(s) (Section, Page)</td><td>Content of RFP requiring Clarification</td><td>Points of clarification required</td></tr>
<tr><td>1.</td><td></td><td></td><td></td></tr>
<tr><td>2.</td><td></td><td></td><td></td></tr>
<tr><td>3.</td><td></td><td></td><td></td></tr>
</table>

SIGNATURE OF THE BIDDER
(with seal and address)

Form 14: Declaration for Not Being Blacklisted (Consortium)

(Refer Clause 2.1.1)

Date: _____

Certified that M/s...../company or its partners / shareholders have not been blacklisted as on _____ by SIPCOT or Central Government, any State Government, a Statutory Body, any Public Sector Undertaking, Banks or Financial Institutions and declared as NPA by Banks or Financial Institutions.

SIGNATURE OF THE BIDDER
(with seal and address)

Form 15: Declaration For Not Having Tampered the RFP

Date: _____

We ..... having our office at ..... do declare that We have carefully read all the conditions of RFP floated by SIPCOT vide tender Ref. No. _____ for the selection of Concessionaire. for the development, operation , maintenance and management of Navalur Lakefront Park, including existing and permitted additional facilities, under the Public Private Partnership ("PPP") mode, for a concession period of fifteen (15) years in accordance with the terms and conditions set out in the RFP and the Concession Agreement .

We have downloaded the RFP document from https://tntenders.gov.in and I / We have not tampered / modified the RFP document in any manner. In case, if the same is found to be
tampered / modified, I/ We understand that my/our RFP will be summarily rejected and full Bid Security will be forfeited and I /We am/are liable to be banned from doing business with SIPCOT or prosecuted.

SIGNATURE OF THE BIDDER
(with seal and address)

Form 16 :

The Project Site is located in **Navalur**, on the outskirts of Chennai city within the district of Chengalpattu. The site consists of **two land parcels**:

Land	Area (Acres)	Description
Site 1 – Navalur Lake	33.46	The Navalur Lake, which has been ecologically restored, together with the adjoining lakefront park developed by SIPCOT, including circulation pathways, landscaped areas, and supporting base infrastructure, collectively forming the Project Site. See Annexure A1 – Site Boundary Map.
Site 2 – Parking Site	2.19	The area outside of Navalur Lake earmarked for development of parking facility for the Project. See Annexure A1 – Site Boundary Map.
Total Area	35.65	

Geo Coordinates:

a) Navalur Lake: Latitude: N 12.844003295, Longitude: E 80.22221167

b) Parking Site: Latitude: N 12.83915839, Longitude: E 80.22200504

Project Assets

S. No	Asset / Component	Area Specifications	Additional Information	Reference
1	Desilting and Embankment Profiling	–	–	–
2	Compound wall with ornamental gates and Entrance Arch	9 M width Arch each 2 M width Entrance Gate each	2 No's each	-
3	Walkway track	Length: 1,400 M Width: 4 M	–	Annexure A4 – Infrastructure Drawings
4	Cycling track	Length: 1,460 M Width: 2 M	Hard Paved	Annexure A4 – Infrastructure Drawings
5	Constructed wetlands, culverts, overflow weir cum bridge	–	-	Annexure A4 – Infrastructure Drawings, Annexure A8 – Miscellaneous Assets
6	Island formation for nesting	929 Sq.m.	–	Annexure A2 – Site Layout Plan

	birds			
7	Children Play area and Open Gymnasium	–	–	Annexure A7 – Children play Equipment's and Gym Equipment's
8	Amphitheatre	464.51 Sq.m.	–	Annexure A3 – Building Drawings
9	Rock Garden and Butterfly Garden	–	–	Annexure A2 – Site Layout Plan
10	Eco-Knowledge Centre	650 Sq.m.	–	Annexure A3 – Building Drawings
11	Organic Cafeteria	420 Sq.m.	South & North Gates	Annexure A3 – Building Drawings
12	Admin Office	97.58 Sq.m.		
13	Security Rooms	29.72 Sq.m.	2 No's – North & South	-
14	Ticketing Counters	4.65 Sq.m.	-	-
15	Information Centre	233.18 Sq.m.	-	-
12	Temporary Resting Huts	28.28 Sq.m. each	10 Nos	Annexure A3 – Building Drawings
13	STP and Waste Water Management	1 – 50 KL STP, 1 – 5 KL STP	–	Annexure A5 – STP & Wastewater Management Layout
14	Solar Panels, Street Lights	–	4 x 15 kwP	Annexure A6 – Utility & Services Layout
15	Parking area (North & South)	North – 1,795.6 Sq.m. South – 2,938 Sq.m.	–	Annexure A3 – Site Layout Plan
16	Boat Jetty	Pier constructed – 20 Sq.m.	–	Annexure A4 – Infrastructure Drawings
17	Vegetation and Landscape	62,119.25 Sq.m. (15.35 acres)	–	Schedule A – Section 3
18	Toilets	195 Sq.m. each	2 No's	-
19	Tensile Roof Sheds	196.5 Sq.m. Combined area	9 No's	-
20	Entrance Plaza – Tensile Roof	41.8 Sq.m.	-	-

Vegetation and Landscape Assets

Trees, Shrubs, Herbs, Climbers/Creepers:. Refer the following annexures for details:

a) Tree Saplings – 2,094 Nos.
b) Shrub/Hedge Plants – 13,369 Nos.
c) Ground Cover Plants – 50,669 Nos.
d) Existing Palm trees – 14 Nos