

CHENNAI METROPOLITAN DEVELOPMENT AUTHORITY
Office of the Superintending Engineer
Circle-I, Construction Wing,
Koyambedu, Chennai-107

ADDENDUM-4

Name of the work:- “Operation and maintenance of new bus terminal at Kilambakkam, Chengalpattu District on Public Private Partnership (PPP) mode for a period of 15 years”.

Ref:-

- 1) Tender Notice No.12/2023-2024 dt.14.08.2023**
- 2) Tender id: 2023_CMDAC_359985_1**

As per request of the potential bidders, the conditions for tender document & additional document are modified, which are uploaded herewith. Hence, the bidders are requested to quote their bids accordingly.

Sd/-
Superintending Engineer
Circle-I, CW, CMDA



CHENNAI METROPOLITAN DEVELOPMENT AUTHORITY (CMDA)

REQUEST FOR PROPOSAL (RFP)

**OPERATION AND MAINTENANCE OF NEW BUS TERMINAL AT
KILAMBAKKAM FOR CHENNAI METROPOLITAN DEVELOPMENT
AUTHORITY(CMDA) ON PPP MODE FOR A PERIOD OF 15 YEARS**

16 August, 2023

Chennai Metropolitan Development Authority

Thalamuthu-Natarajan Maaligai',

No.1, Gandhi Irwin Road,

Egmore,

Chennai – 600 008, Tamil Nadu, India

Tel: 91- 044 28414855

E-mail: mscmda@tn.gov.in

Website: <http://www.cmdachennai.gov.in>

DISCLAIMER

The information contained in this Request for Proposal (hereinafter referred to as the “**RFP**”) or any other information subsequently provided to the Bidder(s) (*defined herein*) interested in applying for the award of Operation and Maintenance of New Bus Terminal at Kilambakkam for Chennai Metropolitan Development Authority on PPP Mode for a period of 15 (Fifteen) years with an additional period of 15 (Fifteen) years, if extended by the Authority at its sole discretion (“**Project**”) pursuant to the provisions of this RFP in documentary form, by or on behalf of the Chennai Metropolitan Development Authority (CMDA) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by CMDA or its consultants to the prospective Bidder(s) or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bid (*defined herein*) for qualification pursuant to this RFP. The Bid submitted by the Bidders pursuant to this RFP shall hereinafter be referred to as the “**Bid(s)**”. This RFP includes statements, which reflect various assumptions and assessments arrived at by CMDA in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for CMDA, its employees or advisors or consultants to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

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

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

GLOSSARY

Bidder(s)	As defined in Clause 1.2.1
Bid(s)	As defined in the Disclaimer
Bid Due Date	As defined in Clause 1.2.3
Associate	As defined in Clause 2.2.10
Authority	As defined in Clause 1.1.1
Bidding Documents	As defined in Clause 1.1.5
Bidding Process	As defined in Clause 1.2.1
Concessionaire	As defined in Clause 1.1.2
Concession Agreement	As defined in Clause 1.1.2
Conflict of Interest	As defined in Clause 2.2.1 (c)
Consortium	As defined in Clause 2.2.1 (a)
Financial Capacity	As defined in Clause 2.2.2 (B)
Government	Government of Tamil Nadu (GoTN)
GoI	Government of India
Jt. Bidding Agreement	As defined in Clause 2.2.7 (g)
Lead Member	As defined in Clause 2.2.7 (c)
LOA	Letter of Award
Member	Member of a Consortium
Net Worth	As defined in Clause 2.2.5 (ii)

O&M	Operation and Maintenance
PPP	Public Private Partnership
Project	As defined in in the Disclaimer
Qualification	As defined in Clause 1.2.1
Re. or Rs. or INR	Indian Rupee
RFP	As defined in the Disclaimer
Selected Bidder	As defined in Clause 1.1.1
SPV	As defined in Clause 2.2.7
Technical Capacity	As defined in Clause 2.2.2 (A)
Turnover	As defined in Clause 2.2.5 (ii)

CONTENTS

DISCLAIMER

GLOSSARY	1
CONTENTS	3
1 INTRODUCTION	6
1.1 Background	6
1.2 Brief Description of Bidding Process	9
1.3 Schedule of Bidding Process.....	12
2 INSTRUCTION TO BIDDERS	15
A. GENERAL	15
2.1 Scope of Bid.....	15
2.2 Eligibility of Bidders.....	15
2.3 Intentionally Deleted.....	25
2.4 Change in Ownership.....	26
2.5 Number of Bids and Cost thereof.....	26
2.6 Site Visit and Verification of Information	27
2.7 Right to Accept any Bid and to Reject any or all Bid.....	28
B. DOCUMENTS	29
2.8 Contents of the RFP	29
2.9 Clarifications.....	30
2.10 Amendment of RFP	31
C. PREPARATION AND SUBMISSION OF BID	32
2.11 Language.....	32
2.12 Format and signing of Bid	32
2.13 Sealing and Marking of Bids	33
2.14 Bid Due Date.....	34
2.15 Late Bids	34
2.16 Contents of the Financial Proposal	34
2.17 Modifications/ substitution/ withdrawal of Bids.....	34
2.18 Validity of Bids.....	35

2.19	Confidentiality	35
2.20	BID SECURITY	35
D.	EVALUATION PROCESS	37
2.21	Opening and Evaluation of Bids	37
2.22	Tests of responsiveness	38
2.23	Clarifications	39
E.	SELECTION OF BIDDER	39
2.24	Selection.....	39
2.25	Correspondence during Bid Evaluation	41
2.26	Bid Parameter.....	41
3	EVALUATION.....	42
3.1	Evaluation Parameters.....	42
3.2	Technical Capacity for Purposes of Evaluation	42
3.3	Details of Experience	42
3.4	Financial information for purposes of evaluation	42
3.5	Short-listing of Bidders.....	43
4	FRAUD AND CORRUPT PRACTICES	45
5	PRE-BID CONFERENCE.....	47
6	MISCELLANEOUS	47
7	APPENDIX I: LETTER COMPRISING THE BID	49
	Annex-I - Details of Bidder	55
	Annex-II - Financial Capacity of the Bidder	58
	Annex-III - Details of Eligible Projects	60
	Annex-IV – Statement of Legal Capacity.....	64
8	APPENDIX-II - POWER OF ATTORNEY FOR SIGNING OF BID.....	65
9	APPENDIX-III - POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM	68
10	APPENDIX-IV JOINT BIDDING AGREEMENT.....	71
11	APPENDIX V – INTENTIONALLY DELETED.....	77
12	APPENDIX VI: FORMAT OF FINANCIAL PROPOSAL.....	77

13	APPENDIX VII: SPECIAL INSTRUCTIONS TO THE BIDDERS FOR THE E-SUBMISSION OF THE BIDS ONLINE THROUGH E-PROCUREMENT PORTAL.....	79
14	APPENDIX-VIII: PROJECT OBJECTIVES AND SCOPE OF SERVICES	82
	1. Project Objective.....	82
	2. Scope of Services.....	84
	3. Deduction for Non-Performance.....	110
	4. Revenue Components	111
	5. Annexures	112
	5.1. Annexure 1 – Intentionally deleted.....	112
	5.2. Annexure 2 – Area Statement.....	112
	5.3. Annexure 3 – Details of Available Assets at Kilambakkam	122
	5.4. Annexure 4 – Key Performance Indicators under Service Level Agreement	155
	5.5. Annexure 5 – Minimum Manpower Requirement and Minimal list of Machinaries ..	163
	5.6. Deduction for Non-performance	168
	5.7. Annexure 7- List of Proposed Leasable Components	171
	5.8. Area dedicated for parking	177
	5.9. Annexure 8- Drawings of the Bus Terminal	156
	5.10. Annexure 9- User Fee.....	164
	5.11. Annexure 10- Stock Level of Supply for Operation and Maintenance	168
15	APPENDIX-IX: NATIONAL POLICY ON SAFETY, HEALTH AND ENVIRONMENT AT WORKPLACE	170

1 INTRODUCTION

1.1 Background

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

In order to reduce the traffic congestion, the Authority has developed a greenfield state-of-art Mofussil Bus Terminal at Kilambakkam Village near Vandalur in Chengalpattu district for south bound buses in a land admeasuring 62.5 acres at a cost of Rs. 393.74 crores (Rupees Three Hundred and Ninety-Three Crores and Seventy-Four Lakhs), with parking capacity of approximately 224 buses, 148 idle buses with parking area, 105 shops, toilets, etc. (“**Bus Terminal**”). The Bus Terminal will be operational shortly. Recognizing the need to operate and maintain the Bus Terminal and associated facilities/infrastructure the Authority intends to select a Concessionaire (*defined herein*) for the Operation and Maintenance (O&M) of Bus Terminal on PPP mode at Kilambakkam for a period of 15 (fifteen) years with an additional period of 15 (Fifteen) years extended by the Authority at its sole discretion (hereinafter referred to as the “**Project**”) as per the Concession Agreement (hereinafter the period of 15 (fifteen) years with an additional period of 15 (Fifteen) years, if extended by the Authority at its sole discretion shall be referred to as the “**Concession Period**”).

The Authority intends to select suitable Bidders (referred to as "**Bidders**") for awarding the Project through a single stage Bidding Process, as defined in the Tamil Nadu Transparency in Tenders (Public Private Partnership Procurement) Rules, 2012, and in accordance with the procedure outlined herein. The Bidder to whom the Project will be awarded shall be referred to as the “**Selected Bidder**”.

Brief particulars of the Project are as follows:

S. No	Name of the Bus Terminal	Site Area (in Acres)	Estimated Size of Project (In Sqm.)
1	Kilambakkam Bus Terminal	62.52 acres	2,53,034

1.1.2 The Selected Bidder undertakes to incorporate a Special Purpose Vehicle under the Companies Act, 2013 (hereinafter the SPV shall be referred to as the “**Concessionaire**”) prior to execution of the Concession Agreement (*defined herein*). The Concessionaire shall be responsible for the Operation and Maintenance of the Bus Terminal at Kilambakkam under and in accordance with the provisions of a long-term concession agreement (hereinafter referred to as the “**Concession Agreement**”) to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents (*defined herein*) pursuant hereto. A 15 (Fifteen) day trial run period (“**Trail Run Period**”) shall be initiated from 61st (Sixty first) day upon completion of all the conditions precedent in accordance with the Concession Agreement and the 16th (Sixteenth) day after the commencement of Trail Run Period shall be considered as the Appointed Date.

1.1.3 The scope of services will broadly include and is described in detail in Appendix VIII: Operation and Maintenance of Bus Terminal at Kilambakkam throughout the Concession Period (i.e., 15 years with an additional period of 15 (Fifteen) years extended by the Authority at its sole discretion) including:

1. Operation and Maintenance of Mofussil Bus Terminal along with facilities and amenities;
2. Operation and Maintenance of Metropolitan Transport Corporation (Chennai) Ltd. (MTC) Bus Terminal along with facilities and amenities;
3. Mofussil Depot (excluding workshop and operational area) / support facility comprising of idle bus parking space;
4. Operation and Maintenance of open parking for 2W,4W parking area including basements, dormitory, public convenience facilities, utilities and trunk infrastructure;
5. Periodic major maintenance (once in 3 years) including but not limited to painting and fixing of minor civil & MEP components; and
6. Revenue collection- as per Annexure 9 of RFP.

7. If any new Project assets/ facilities are being created in the Bus Terminal upon the requirement and decision of the Authority, then the Authority shall bear the cost of the same and the Selected Bidder shall be responsible for the Operation and Maintenance of the new Project assets/facilities. In case the Selected Bidder proposes to develop any new Project asset/facilities the same shall be carried out as per mutual agreement between the Authority and the Selected Bidder. However, the Operation and Maintenance of new Project asset/facilities as aforementioned shall continue to be carried out by the Selected Bidder at its cost.
8. If any structural modification are required to be made to the existing Project asset/facilities by the Selected Bidder, the same shall be carried out at the cost of the Selected Bidder with prior written approval of the Authority in conformity with the Specifications and Standards, Good Industry Practice and Applicable Laws (*defined herein*) as per the procedure outlined in the Concession Agreement.
9. If any structural modifications are required to be made to the existing Project asset/facilities by the Authority, the same shall be carried out at the cost of the Authority without affecting the revenue of the Selected Bidder and after completion of structural modifications, these Project assets/ facilities shall be handed over to the Selected Bidder during the Concession Period (*defined herein*). The Selected Bidder shall be responsible for the Operation and Maintenance of such facility without any financial implication or claim on the Authority.

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

1.1.5 The Concession Agreement sets forth the detailed terms and conditions for grant of the concession for the Project to the Concessionaire, including the Concessionaire's scope of services and obligations pertaining to the Project (the "**Concession**"). An administrative officer from the Authority's office shall be appointed to the Project, and this administrative officer shall be in charge of all operations, in order to ensure the effective and efficient functioning of the Bus Terminal.

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

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

1.2 Brief Description of Bidding Process

1.2.1 The Authority has adopted a single stage bidding process comprising of 2 (Two) covers (referred to as the "**Bidding Process**") for selection of the Bidder for award of the Project. The first cover ("Technical Proposal") shall contain qualification (the "**Qualification**") of interested parties/ consortia who shall make the Bid in accordance with the provisions of this RFP (the term "**Bidder**", shall, unless repugnant to the context, include the Members of the Consortium) and the second cover shall comprise of the financial proposals submitted by the Bidders for the Project ("**Financial Proposals**"). Both Technical and Financial Proposals shall be submitted simultaneously through online mode only. The Financial Proposals of only those Bidders whose Technical Proposal is selected shall be opened.

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

- 1.2.2 In the Technical Proposal, Bidders would be required to furnish all the details relating to the qualification information and technical information as specified in this RFP.
- 1.2.3 The Financial Proposals shall comprise of the financial offer and shall be submitted in accordance with the RFP. It is reiterated that only the Financial Proposals of those Bidders whose Technical Proposal has been selected shall be evaluated. The Bid shall be valid for a period of not less than 120 (One Hundred Twenty) days or any extension thereof from the date specified in Clause 1.3 for submission of the bid (the “**Bid Due Date**”) and this period shall be referred to as the “**Bid Validity Period**”.
- 1.2.4 A Bidder is required to deposit, along with its Bid, a bid security of Rs. 30 Lakhs Only (Rupees Thirty Lakhs Only) (the “**Bid Security**”) as per format provided herein. The Bid Security of unsuccessful Bidders will be refunded automatically no later than 60 (Sixty) days after the expiration of the Bid Validity Period, including any extension thereof, or 60 (Sixty) days after the issue/uploading of the letter of award, whichever is earlier, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security of Rs. 8 Crores (Rupees Eight Crores Only) in the format prescribed under the Concession Agreement (“**Performance Security**”). The Bidder is required to make payment of the Bid Security for the Bid by selecting the "pay online" option on Tamil Nadu Tenders portal. Bid Security shall be received only by way of online transfer from Tamil Nadu Tenders portal. . The Bid shall be summarily rejected if it is not accompanied by the Bid Security. Prior to the submission of the Bid, the Bidders are advised to examine the Project in greater detail, and to carry out, necessary inspection of the site at their cost, such studies as may be required and satisfy themselves before submitting their respective Bids for award of the Concession for the Project.

1.2.5 Bids are invited for the Project on the basis of the highest concession fee payable to the Authority in the base year (the "**Concession Fee**") offered by a Bidder for undertaking the Project. The Concession Period is pre-determined, as indicated in the draft Concession Agreement. Without prejudice to any other rights or remedies which the Authority may have under the Concession Agreement neither party shall terminate the Concession Agreement before the expiry of 3 (Three) years from the date of the Concession Agreement (hereinafter the period of 3 years shall be referred to as the "Lock-in Period"). The Concession Fee shall be payable by the Selected Bidder on a quarterly basis from the 1st year of operation till the end of the Concession Period and shall increase by 15% (fifteen percent) every 3 (three) years over and above the last payable amount. The first quarterly payment of such Concession Fee shall be made by the Concessionaire on the date of signing the Concession Agreement. Thereafter, the Concession Fee shall be due and payable by the Concessionaire to the Authority at the beginning of each quarter within 15 days throughout the Concession Period. **The highest annual Concession Fee shall constitute the sole criteria for evaluation of Bid. Subject to Clause 2.16 (Rejection of Bids), the Project will be awarded to the Bidder quoting the highest annual Concession Fee** in the base year. The Selected Bidder shall make payment of the annual Concession Fee through escrow Account in accordance with the draft Concession Agreement. Goods & Service Tax (GST) if any applicable on the Concession Fee, whether payable by the Concessionaire or the Authority, shall be paid additionally by the Selected Bidder/ Concessionaire, as the case maybe.

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

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

1.2.7 The Selected Bidder shall, in consideration of the payment of the annual Concession Fee and services, be entitled to demand, collect, revise and appropriate user fee from the users of the Project ("User Fee"), as provided in **Annexure 9** of this RFP. The Selected Bidder may preferably provide at his own expense billboards on the site for the purpose of advertisements preferably digital. The Selected Bidder has the freedom to select the location of the advertisement, provided that the Selected Bidder has obtained the approval of the Authority.

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

The Member-Secretary,

Chennai Metropolitan Development Authority,

'Thalamuthu-Natarajan Maaligai',

No.1, Gandhi Irwin Road,

Egmore,

Chennai – 600 008.

Tel: 044 28414855

Fax: 28548416

Email: < mscmda@tn.gov.in >

"Queries / Request for Additional Information: RFP for Operation and Maintenance of New Bus Terminal at Kilambakkam for Chennai Metropolitan Development Authority on PPP Mode for a period of 15 Years".

1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

	<u>Event Description</u>	<u>Date</u>
1.	Date of Issue of RFP Documents	16.08.2023
2.	Last date for receiving queries	23.08.2023, 2 Weeks from Date of Issue of RFP
3.	Pre-Bid Conference	23.08.2023, up to 3pm at Chennai Metropolitan Development Authority, 'Thalamuthu-Natarajan Maaligai', No.1, Gandhi Irwin Road, Egmore, Chennai – 600008.
4.	The Authority response to queries	31.08.2023
5.	Bid Due Date and Time	18.09.2023 upto 3.00 pm (as per website digital clock)
6.	Opening of Technical Proposal and Time	19.09.2023@ 4pm (as per website digital clock) at Chennai Metropolitan Development Authority, 'Thalamuthu-Natarajan Maaligai', No.1, Gandhi Irwin Road, Egmore, Chennai – 600 008.
7.	Announcement of Short-Listed Bidders as per Technical Proposals of the Bidders for the Project	To be notified
8.	Opening of Financial Proposals	To be notified
9.	Validity of Bids	120 days of Bid Due Date
10.	Issue of Letter of Award (LOA)	Within 30 days of Bid Due Date
11.	Acknowledgement of LOA	Within 7 (seven) days of the issue of the LOA by Selected Bidder
12.	Incorporation of SPV	Within 30 days of award of LOA

	<u>Event Description</u>	<u>Date</u>
13.	Signing of Concession Agreement	Within 30 days of incorporation of SPV

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

2 INSTRUCTION TO BIDDERS

A. GENERAL

2.1 Scope of Bid

- 2.1.1 The Authority wishes to receive Bid in order to select experienced and capable Bidders as the Concessionaire for awarding the Project. The Authority shall constitute the committee as per the Tamil Nadu Transparency in Tender (Public Private Procurement Partnership) Rules, 2012 for approving the evaluation and other relevant document in all the stages for the Project, as nominated by the Authority.
- 2.1.2 Upon evaluation of the Technical Proposals, the Financial Proposals of the shortlisted Bidders shall be evaluated for the Project and the Financial Proposal comprising of the highest Concession Fee shall be awarded the Project.

2.2 Eligibility of Bidders

- 2.2.1 For determining the eligibility of Bidders for award of the Project hereunder, the following shall apply:
- a. The Bidder may be a single Business Entity or a group of entities (the “**Consortium**”), coming together to operate and maintain the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single Business Entity and a Consortium. For the purpose of this RFP, a “**Business Entity**” shall mean a company which is registered in India under the provisions of the Companies Act, 1956/2013.
 - b. A Bidder may be a private entity with a formal intent to enter into an agreement and form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.6 below.
 - c. A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

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

- iv. such Bidder has the same legal representative for purposes of this Bidding Process as any other Bidder; or
 - v. such Bidder or any associate thereof has a relationship with another Bidder, or any associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the response of either or each other; or
 - vi. such Bidder, or any associates thereof, has participated as a consultant to the Authority in the preparation of any documents, design or technical specification of the PPP Project
- d. A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP or where such adviser is engaged after a period of 3 (three) years from the Appointed Date of the Project.

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

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

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

A. Technical Capacity: For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Bidder shall, over the past 7 (Seven) financial years preceding the Bid Due Date, have paid for, or received payments for, operation and maintenance of value of projects as provided below such that the amount* is at least:

- ❖ **INR 20 Crores (Rupees Twenty Crores only) per annum** from one Eligible Project (*defined herein*), or
- ❖ **INR 10 Crores (Rupees Ten Crores only) per annum** each from two Eligible Projects

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

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

B. Financial Capacity: The Bidder shall have a minimum Net Worth (*defined herein*) of **Rs 10 Crores (Rupees Ten Crores only)** at the close of the preceding financial year and minimum average annual Turnover (*defined herein*) of **Rs 40 Crores (Rupees Forty Crores Only)** for last three financial years (the “**Financial Capacity**”).

2.2.3 For the purpose of evaluation, in case of a Consortium, each member’s contribution towards the Financial Capacity shall be considered in the same ratio of their equity participation.

2.2.4 In case of a Consortium, Lead Member (*defined herein*) and the other Member of the Consortium shall collectively hold at least 51% (fifty-one percent) of the issued and paid up equity share capital in the SPV till the end of the Concession Period and that each Member of the Consortium whose Technical Capacity and Financial Capacity was evaluated for the purposes of award of Project in response to the Bidding Documents shall hold at least 26% (twenty six per cent) of the issued and paid up equity share capital till the end of the Concession Period.

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

- i. Certificate(s) from its statutory auditors^{\$} or the concerned client(s) stating the payments made / received or works commissioned, as the case may be, during the past 7 (seven) years in respect of the projects specified in Clause 2.2.2 (A) above. In case a particular job / contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim for the share in work done for that particular job / contract by producing a certificate from its statutory auditor or the client; and
- ii. Certificate(s) from its statutory auditors specifying the Net Worth and Turnover of the Bidder, as at the close of the preceding financial year for last three financial years as the case may be, and also specifying that the methodology adopted for calculating such Net Worth and Turnover conforms to the provisions of this Clause 2.2.4 (ii). For the purposes of this RFP, net worth (the “**Net Worth**”) shall mean the sum of subscribed and paid-up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders. For the purposes of this RFP, turnover (the “**Turnover**”) shall mean the gross sales of the company and does not include other related income and non-operating income.

2.2.6 The Bidder should submit an original Power of Attorney as per the format at Appendix-II, authorising the signatory of the Bid to commit the Bidder. In the case of a Consortium, the Members should submit an original Power of Attorney in favour of the Lead Member as per format at Appendix-III.

^{\$}In case duly certified audited annual financial statements containing explicitly the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.2.4 (i). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under this RFP.

2.2.7 Where the Bidder is a single Business Entity / Consortium it may be required to form an appropriate Special Purpose Vehicle, incorporated under the Companies Act, 2013 (the “SPV”), to execute the Concession Agreement and operate and maintain (O&M) the Project on being declared as Selected Bidder and after the issuance of LOA by the Authority. In case the Bidder is a Consortium, it shall comply with the following additional requirements:

- a) Number of members in a consortium shall not exceed 2 (Two).
- b) Subject to the provisions of sub-clause (a) above, the Bid should contain the information required for each member of the Consortium;
- c) Members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”) who shall together with its other Member, hold at least 51% (fifty-one percent) of the issued and paid up equity share capital in the SPV till the end of the Concession Period; and that each Member of the Consortium whose Technical Capacity and Financial Capacity was evaluated for the purposes of award of Project in response to the Bidding Documents shall hold at least 26% (twenty six per cent) of the issued and paid up equity share capital till the end of the Concession Period. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium;
- d) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, and technical obligations;
- e) An individual Bidder cannot at the same time be member of a Consortium applying for Qualification. Further, a member of a particular Consortium cannot be member of any other Consortium applying for Qualification for the Project;
- f) the members of a Consortium shall form an appropriate SPV incorporated under the Companies Act, 2013 to execute the Project;

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

- i. convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;
- ii. clearly outline the proposed roles and responsibilities, if any, of each member;
- iii. commit the minimum equity stake to be held by each member;
- iv. commit that each of the members, whose Technical Capacity and Financial Capacity will be evaluated for the purposes of this RFP, shall subscribe to 26% (twenty six per cent) or more of the issued and paid up equity share capital of the SPV and shall further commit that each such member shall, hold equity share capital not less than 26% (twenty six per cent) of the issued and paid up equity share capital of the SPV till the end of the Concession Period..
- v. members of the Consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of the of the issued and paid up equity share capital of the SPV till the end of the Concession Period and
- vi. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the expiry of the Concession Period; and
- vii. Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

- viii. 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;
- ix. The Members of the Consortium should not have been black-listed by the MCA (Ministry of Corporate Affairs) and the directors of the Consortium should not be disqualified in terms of the Companies Act, 2013 and
- x. Agree that all payments/ receivables of the Project shall be deposited only in the escrow account as per the terms of the escrow agreement.

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

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

2.2.10 In computing the Technical Capacity and/or Financial Capacity of the Bidder / Member of the Consortium under Clauses 2.2.2, the Technical Capacity and/or Financial Capacity of their respective Associates would also be eligible hereunder.

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

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

- a. Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- b. Information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms; and
- c. In case the Bidder is a Consortium, each Member should satisfy the Eligibility requirements to the extent specified herein.

2.2.12 The following provisions shall apply to persons from any country except for India as a Member of the Consortium :

- a. Where, on the date of the Bid, 25% (twenty five per cent) or more of the aggregate issued, subscribed and paid up equity share capital in Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India; or
- b. if at any subsequent stage after the date of the Bid, there is an acquisition of 25% (twenty five per cent) or more of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member.

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

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

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

2.2.14 This RFP is not transferable.

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

2.3 Intentionally Deleted

2.4 Change in Ownership

2.4.1 By submitting the Bid, the Bidder acknowledges that it meets the required Technical Capacity and Financial Capacity. Each of the Members of Consortium whose Technical Capacity and Financial Capacity was evaluated for the purposes of award of Project in response to the Bidding Documents shall, till the end of the Concession Period, hold equity share capital representing not less than 26% (twenty-six per cent) of the issued and paid-up equity of the Concessionaire. The Members of the Consortium including the Lead Member shall together hold at least 51% (fifty-one per cent) of the issued and paid up equity share capital in the Concessionaire till the expiry of the Concession Period. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause shall apply only when the Bidder is a Consortium.

By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Member of the Consortium or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of Bidding Process after the award of LOA, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, withdraw the LOA from the Selected Bidder. The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

2.5 Number of Bids and Cost thereof

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

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

2.6 Site Visit and Verification of Information

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

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

- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from the Authority;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake if any in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in the abovementioned clause;
- (d) satisfied itself about all matters, things and information including matters referred to in the clause hereinabove, necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to the aforementioned clause shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;
- (f) acknowledged that it does not have a Conflict of Interest;

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

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

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

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

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

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

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

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

If the Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bid have been opened and the Selected Bidder gets disqualified/ rejected, then the Authority reserves the right to:

- (i) invite the remaining Bidders to match the bid of the Selected Bidder/ submit their Bid in accordance with the RFP; or

(ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

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

B. DOCUMENTS

2.8 Contents of the RFP

2.8.1 This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10.

Invitation for Bidding Process

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of Bids
- Section 4. Fraud & Corrupt Practices
- Section 5. Pre-Bid Conference

Section 6. Miscellaneous

Appendices

- I. Letter comprising the Bid
- II. Power of Attorney for signing of Bid
- III. Power of Attorney for Lead Member of Consortium
- IV. Joint Bidding Agreement for Consortium
- V. Intentionally deleted
- VI. Format of Financial Proposal
- VII. Special Instructions to the Bidders for the e-submission of the bids online through E-Procurement Portal
- VIII Project Objectives and Scope of Services

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

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

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

2.9 Clarifications

- 2.9.1 Bidders requiring any clarification on the RFP may notify the Authority by e-mail in accordance with the stipulated address herein. The Bidders should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but not later than 2 (two) weeks prior to the Bid Due Date. The replies for queries will be consolidated and uploaded in the portal through corrigendum on web site <http://tntenders.gov.in>. The prospective firms will have an opportunity to obtain clarification regarding the scope of the work, terms of reference, contract conditions and any other pertinent information. The clarification/amendments if any in the Pre – Bid Conference will be published only on the Government website <http://tntenders.gov.in>.
- 2.9.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders as mentioned in clause 2.9.1 above. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.9.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP. Verbal clarifications and information given by the Authority or its employees or the Authority representatives shall not in any way or manner be binding on the Authority.

2.10 Amendment of RFP

- 2.10.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of addenda / addendum.
- 2.10.2 Any addendum thus issued will be uploaded on the appropriate website of the Authority. The Bidders are requested to check the website regularly.
- 2.10.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BID

2.11 Language

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

2.12 Format and signing of Bid

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

2.12.2 The Bidder must electronically submit soft copies of the Bid on the web portal: <https://ntenders.gov.in>. The Bidders are required to possess a Digital Signature Certificate and are only allowed to submit Bid(s) through the online platform provided on the aforementioned website. Bid submitted through any other means will not be accepted. The Bid shall be typed or written in indelible ink as specified in the aforementioned web portal and signed by the authorised signatory of the Bidder who shall also initial each page (including each Appendix and Annex) in blue ink or digitally signed as specified in the web portal. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

The Bidder shall also refer to the Special Instructions to the Bidders for the e-submission of the Bids online through E-Procurement Portal outlined in Appendix VII.

2.12.3 The Bid shall comprise of two covers, the Technical Proposal and the Financial Proposal.

Technical Proposal:

The Technical Proposal shall consist of the following:

- (a) Letter comprising the Bid including documents in response to fulfilment of Technical Capacity and Financial Capacity
 - (b) Power of Attorney for signing of Bid
 - (c) Power of Attorney for Lead Member of Consortium
 - (d) Joint Bidding Agreement for Consortium
 - (e) Documents specified in Clause 2.13.2
- (item (a) to item (e) shall be collectively referred to as “**Technical Proposal**”)

Financial Proposal:

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

2.13 Sealing and Marking of Bids

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

2.13.2 Each Technical Proposal shall contain:

- (i) Bid in the prescribed format along with Annexes and supporting documents;
- (ii) Documents in response to fulfilment of Technical Capacity and Financial Capacity
- (iii) Power of Attorney for signing the Bid as per the format stipulated herein;
- (iv) If applicable, the Power of Attorney for Lead Member of Consortium as per the format stipulated herein;
- (v) Original Jt. Bidding Agreement, in case of a Consortium, as per the format stipulated herein;
- (vi) Certified true copy of latest Memorandum and Articles of Association, if the Bidder is a body corporate, and, if a partnership, then a copy of its partnership deed; and
- (vii) Copies of Bidder’s duly audited balance sheet and profit and loss account for the preceding three years;

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

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

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

2.14 Bid Due Date

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

2.14.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with provisions of the RFP.

2.15 Late Bids

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

2.16 Contents of the Financial Proposal

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

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

2.17 Modifications/ substitution/ withdrawal of Bids

- 2.17.1 The Bidder may modify or substitute its Bid after submission, provided that written notice of the modification or substitution is received by the Authority prior to the Bid Due Date. No Bid shall be modified or substituted by the Bidder on or after the Bid Due Date. No Bidder shall be allowed to withdraw its Bid after submission.
- 2.17.2 The modification or substitution notice shall be uploaded on the aforementioned web portal and shall be marked as “MODIFICATION” or “SUBSTITUTION”, as appropriate.
- 2.17.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.18 Validity of Bids

The Bids shall be valid for a period of not less than 120 (One Hundred Twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.19 Confidentiality

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

2.20 BID SECURITY

- 2.20.1 The Bidder shall furnish as a part of its Bid, an interest free Bid Security of Rs. 30 Lakhs Only (Rupees Thirty Lakhs Only). The Bidder is required to make payment of the Bid Security for the Bid by selecting the "pay online" option on Tamil Nadu Tenders portal. Bid Security shall be received only by way of online transfer from Tamil Nadu Tenders portal.
- 2.20.2 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 2.20.3 Save and except as provided in Clauses 1.2.4, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as per clause 1.2.4.
- 2.20.4 The Selected Bidder's Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof. However, the Authority may, upon mutual consent with the Selected Bidder, appropriate the Bid Security to the Performance Security to be provided by the Selected Bidder in accordance with the provisions of the Concession Agreement.
- 2.20.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.20.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid Validity Period as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.20.6 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or under the Concession Agreement, or otherwise, under the following conditions:
- (a) If a Bidder submits a non-responsive Bid;
 - (b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;
 - (c) If a Bidder withdraws its Bid after submission but before opening of the Bid or of a Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;

- (d) In the case of Selected Bidder, if it fails within the specified time limit –
 - (i) to sign and return the duplicate copy of LOA;
 - (ii) to sign the Concession Agreement; or
 - (iii) to furnish the Performance Security within the period prescribed therein in the Concession Agreement.
- (e) In case the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

D. EVALUATION PROCESS

2.21 Opening and Evaluation of Bids

- 2.21.1 The Authority shall open the Bid as specified in Clause 1.3, on the Bid Due Date, and in the presence of the Bidders who choose to attend. Any Bid received subsequent to the time specified for receipt of Bids shall not be opened.
- 2.21.2 The Authority will subsequently examine and evaluate Bids in accordance with the provisions set out in Section 3.
- 2.21.3 Bidders are advised that shortlisting the Technical Proposals of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 2.21.4 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 2.21.5 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 2.21.6 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project for qualifying as Eligible Project.

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

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

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

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

2.22 Tests of responsiveness

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

- a) it is received as per format at Appendix-I;
- b) it is received by the Bid Due Date including any extension thereof;
- c) it is signed as stipulated in the web portal;
- d) Bid Security has been paid;
- e) it is accompanied by the Power of Attorney as specified in Clause 2.2.6, and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.6;
- f) it contains all the information and documents (complete in all respects) as requested in this RFP;
- g) it contains information in formats same as those specified in this RFP;
- h) it is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project;
- i) it does not contain any condition or qualification; and

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

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

2.23 Clarifications

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

2.23.2 If a Bidder does not provide clarifications sought under Clause 2.20.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

E. SELECTION OF BIDDER

2.24 Selection

The technically responsive Bidder whose Bid is adjudged as responsive in terms of Clause 2.22 and who quotes highest annual Concession Fee in the base year, shall be declared as the successful bidder. In the event that the Authority rejects or annuls all the Bid, it may, in its discretion, invite all eligible Bidders to submit fresh Bid hereunder.

- 2.24.1 In the event that, two or more Bidders quote the same amount of annual Concession Fee (the "**Tie Bids**"), the Authority shall ask the tied Bidders to provide their best and final offer of the Financial Proposal in a sealed cover and the Bidder offering the highest annual Concession Fee in the base year shall be adjudged as the Selected Bidder. In case the Authority again receives Tie Bids, then the Authority shall declare as successful such tied Bidder whose Technical Proposal has an aggregate technical experience score that is higher than the other tied Bidder(s) .
- 2.24.2 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the "**first round of bidding**"), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (the "**second round of bidding**"). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder.
- 2.24.3 In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in the aforementioned clause, the Authority may, in its discretion, invite fresh Bids (the "**third round of bidding**") from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided.
- 2.24.4 After selection, a Letter of Award (the "**LOA**") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

2.24.5 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall incorporate a SPV under the Companies Act, 2013 within 30 (thirty) days from the date of award of the LOA by the Authority. Thereafter, the SPV shall execute the Concession Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

2.25 Correspondence during Bid Evaluation

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

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

2.26 Bid Parameter

The Bid shall comprise of annual Concession Fee to be quoted by the Bidder in accordance with the provisions of the Bidding Documents. The Bidder who offers the highest annual Concession Fee in the base year shall ordinarily be the Selected Bidder.

3 EVALUATION

3.1 Evaluation Parameters

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

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

- a) Technical Capacity and
- b) Financial Capacity

3.2 Technical Capacity for Purposes of Evaluation

3.2.1 The Bidder should furnish the details of Eligible Experience as per clause 2.2.2(A) for the last 7 (seven) years consecutively immediately preceding the Bid Due date.

3.3 Details of Experience

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

3.4 Financial information for purposes of evaluation

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

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

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

3.5 Short-listing of Bidders

3.5.1 The Technical Proposals of all the Bidders shall be assessed on the basis of whether they achieve the pre-specified minimum pass or fail threshold evaluated on the basis of a test based on a marking system with a minimum score requirement as provided below.

Marking System

S. No	Criteria	Max Score
A	Average Annual Turnover for last 3 (Three) consecutive financial years preceding the Bid Due Date	20
i	> = Rs 40 Crores (Rupees Forty Crores only)	10
ii	> For every increase in INR 10 Cr above minimum requirement 5 marks will be awarded up to maximum of 10 Marks	10
A	The Bidder shall have net worth in the last financial year amount to	20
i	> = Rs 10 Crores (Rupees Ten Crores only)	10
ii	> For every increase in INR 3 Cr above minimum requirement 5 marks will be awarded up to maximum of 10 Marks	10
C	The Bidder shall demonstrate development of below mentioned project in PPP mode or should have owned or operated and maintained the below projects as per specified criteria. For the purpose of marking projects either of the below mentioned category will be considered. (Max 60 Marks)	60
IA	Project value between 10 Crores - 20 Crores (Max 30 Marks)	15 (Each project)
	(Or)	
IB	> a project value more than 20 Crores (max 40 Marks)	40
	Note: Subject to maximum of 1 project	

II	> a project value of more than 20 Crores, with every additional 10 crores above 20 crores, additional 10 marks shall be allotted for every 10 Crores subject to a maximum of 20 marks	20
	Total Score	100

3.5.2 Only Bidders whose Technical Proposals meet the eligibility requirements and achieve a score of 60 points or higher out of 100 will be eligible for further consideration of their Financial Proposal under the Bidding Process outlined in this RFP.

3.5.3 The Financial Proposals of the qualified Bidders shall be evaluated based on the highest annual Concession Fee offered to be paid by the Bidder to the Authority in the base year.

4 FRAUD AND CORRUPT PRACTICES

- 4.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 4.2. Without prejudice to the rights of the Authority under Clause 4.1 hereinabove, if a Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any bid or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3. For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the

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

- b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5 PRE-BID CONFERENCE

- 5.1. A Pre-Bid conference of the interested parties shall be convened at the designated date, time and place. A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2. During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process as per Tamil Nadu Transparency in Tenders (Public Private Partnership Procurement) Rules, 2012. The clarification/amendments if any in the Pre- Bid Conference will be published only on the Government website at <http://tntenders.gov.in>.

6 MISCELLANEOUS

- 6.1. The Bidding Process shall be governed by, and construed in accordance with, the Tamil Nadu Transparency in Tenders Rules, 2000 and Tamil Nadu Transparency in Tenders (Public Private Partnership Procurement) Rules, 2012, the laws of India and the Courts at Chennai and High Court of Chennai, Tamil Nadu shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process. The language for communication for any arbitration in relation to the Bidding Process shall be in English.
- 6.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right at any time, to;
 - a. suspend and / or cancel the Bidding Process and / or amend and / or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b. consult with any Bidder in order to receive clarification or further information;
 - c. qualify or not to qualify any Bidder and / or to consult with any Bidder in order to receive clarification or further information;

- d. retain any information and / or evidence submitted to the Authority by, on behalf of, and / or in relation to any Bidder; and / or
 - e. independently verify, disqualify, reject and / or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents advisers and consultants, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder and the bidding documents, pursuant hereto, and / or in connection with the bidding process, to the fullest extent permitted by applicable law, and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 6.4. The Bidding Documents are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be in the following order:
- a) Concession Agreement;
 - b) Corrigendum/addendum and
 - c) the RFP.

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

7 APPENDIX I: LETTER COMPRISING THE BID

To,

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

Sub: Bid for award of Project for Operation and Maintenance of New Bus Terminal at Kilambakkam for Chennai Metropolitan Development Authority on PPP Mode For a Period of 15 Years with an additional period of 15 (Fifteen) years extended by the Authority at its sole discretion (Project).

Dear Sir,

1. With reference to your RFP document dated _____[§], I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for award of the aforesaid Project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Concessionaire for the aforementioned Project, and we certify that all information provided in the Bid is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.

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

3. This statement is made for the express purpose of our selection as a Concessionaire for O&M during the Concession Period of the aforesaid Project and vacate and hand over of the Project after the Concession Period.
4. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority / authorise the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we/any of the Member of the Consortium or our / their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
 - a. I/We have examined and have no reservations to the RFP, including any Addendum issued by the Authority;
 - b. I/We do not have any Conflict of Interest in accordance with the provisions of RFP;
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any bid or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, GoI or State; and
 - d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I/We understand that the Authority may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to bid for the Project, without incurring any liability to the Bidders.
9. I/We believe that we/our Consortium satisfy(s) the Technical Capacity and Financial Capacity for the Project and meet(s) all the requirements as specified in the RFP document and are / is qualified to be evaluated in the Bidding Process.
10. I/We declare that we/any Member of the Consortium, or our / its Associates are not a Member of a / any other Consortium applying for award of the Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.
14. I/We acknowledge and undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
15. {I/ We acknowledge and undertake that our Consortium was qualified and short-listed on the basis of Technical Capacity and Financial Capacity. The Members whose Technical and Financial Capacity was evaluated for the purpose of the Bid shall, , hold equity share capital not less than: (i) 26% (twenty six per cent) of the issued and paid-up equity share capital of the Concessionaire till the expiry of the Concession Period;

The Members of the Consortium shall together hold at least 51% of the issued and paid up equity share capital in the Concessionaire till the expiry of the Concession Period. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership. }

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

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

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

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

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

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

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

[§] Omit if the Bidder is not a Consortium.

We also understand that we may be allowed to make minor changes in the commercial/retail space with the prior consent of the Authority.

23. I/We acknowledge that have studied all the Bidding Documents carefully and also surveyed the project site and analysed the details of the Project. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
24. I/ We offer a Bid Security of Rs 30 Lakhs Only (Rupees Thirty Lakhs Only) to the Authority in accordance with the RFP.
25. The Bid Security has been paid via online transfer on Tamil Nadu Tenders portal and we agree that the same is interest free.
26. The documents accompanying the Bid, have been submitted on the web portal online.
27. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
28. The annual Concession Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the Project cost and O&M of the Project.
29. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
30. {We, the Members of the Consortium agree and undertake to be jointly and / or severally liable for all the obligations of the Concessionaire under the Concession Agreement in accordance with the terms herein. }
31. I/We shall keep this offer valid during the Bid Validity Period specified in the RFP.

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

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

Yours faithfully,

Date:

(Signature of the Authorised Signatory)

Place:

(Name and designation of the Authorised Signatory)

Name and seal of the Bidder / Lead Member

APPENDIX I

Annex-I - Details of Bidder

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

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

3. Details of individual(s) who will serve as the point of contact / communication of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:

4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:

5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the members of the Consortium.
 - (b) Original Jt. Bidding agreement should be attached to the Bid.
 - (c) Information regarding role of each member should be provided as per table below:

Sl. No.	Name of Member	Role* {Refer Clause 2.2.7(d)} [§]	Percentage of equity in the Consortium {Refer Clause 2.2.7}
1.			
2.			

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

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

Name of Bidder / member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder / constituent of the Consortium been barred by the Central / State / UT Government, or any entity controlled by them, from participating in any Project (DBFOT or otherwise)?		
2.	If the answer to 1 is yes, does the bar subsist as on the 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?		

6. A statement by the Bidder and each of the Members of its Consortium (where

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

applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

APPENDIX I

Annex-II - Financial Capacity of the Bidder

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

(In Rs. crore^{\$\$})

Bidder Type ^{\$}	Member Code [£]	Annual Turnover				NET WORTH [*]
		Year 1	Year 2	Year 3	Average	Year 1
Single Business Entity Bidder / Lead Member						
Members of the Consortium						
Total						

Name & address of Bidder's Bankers:

^{\$} A Bidder consisting of a single Business Entity should fill in details as per the row titled single Business Entity Bidder and ignore the rows titled Members of the Consortium . In case of a Consortium, row titled single Business Entity Bidder may be ignored.

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

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

^{\$\$} For conversion of other currencies into rupees, see instruction 5 at Annex-III of Appendix-I.

Instructions:

1. The Bidder / its constituent Members of the Consortium shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:
 - a) reflect the financial situation of the Bidder or Members of the Consortium and its / their Associates where the Bidder is relying on its Associate's financials;
 - b) be audited by a statutory auditor;
 - c) be complete, including all notes to the financial statements; and
 - d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
3. Turnover shall mean the gross sales of the company and does not include other related income and non-operating income.
4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.13.2
5. In the case of a Consortium, original Jt. Bidding Agreement and Power of Attorney shall be submitted in accordance with the provisions of the RFP.
6. The Bidder shall provide an Auditor's Certificate specifying the Net Worth and Turnover of the Bidder and also specifying the methodology adopted for calculating such Net Worth and Turnover in accordance with the provisions of the RFP.

APPENDIX I

Annex-III - Details of Eligible Projects

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

Project code:

Member Code:

Item (1)	Refer Instruction (2)	Particulars of the Project (3)
Title & Nature of the project		
Year-wise payments received/ made for O&M of project (Rs. In Crores)	5	
Entity for which the project was operated and maintained	6	
Location		
Size of the Project (in acres)		
Project cost	7	
Date of commencement of project/ contract		
Date of completion of the O&M period of the project	8	
Equity shareholding (with period during which equity was held)	9	
Whether credit is being taken for the Eligible Experience of an Associate (Yes / No)	12	
Details of the entity/client for which the project was operated and maintained: a. Name b. Address		

c. Phone No. d. Email Id e. Point of Contact: [key contact person] f. Phone No. Point of Contact: g. Email Id: Point of Contact		
---	--	--

Instructions:

1. Bidders are expected to provide information in respect of Eligible Projects in this Annexure. Bidders should also refer to the instructions below.
2. For a single entity Bidder, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.
3. A separate sheet should be filled for each Eligible Project.
4. Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, CM means Members of the Consortium. In case the Eligible Project relates to an Associate of the Bidder or its Member, write “Associate” along with Member Code.
5. The figures to be provided here should indicate the break-up for the past 7 (seven) financial years. Year 1 refers to the financial year immediately preceding the Bid Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on (Refer Clause 2.13.2). Payment should only include expenditure on operations and maintenance. For conversion of US Dollars to Rupees, the rate of conversion shall be the exchange rate existing on the date of publication of this RFP that is available on the Reserve Bank of India (RBI) website. In case of any other currency, the same shall first be converted to US Dollars as on the date of publication of this RFP, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate.
6. Particulars such as name, address and contact details of owner/ Authority/ agency may be provided.

7. Provide the estimated annual O&M cost of Eligible Project.
8. The date of completion of the contract/O&M period.
9. The equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given. The Bidder should have a minimum shareholding of at least 26% in such Eligible Projects.
10. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
11. Certificate from the Bidder's statutory auditor[§] or its respective clients must be furnished for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/Member/Associate may provide the requisite certification.
12. In the event that credit is being taken for the eligible experience of an Associate, as defined in Clause 2.2.10, the Bidder should also provide a certificate in the format below:

Certificate from Statutory Auditor/ Company Secretary regarding Associate[§]

Based on the Register of members of the company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity capital of (*name of the Associate*) is held, directly or indirectly[£], by (*name of Bidder/Members of the Consortium*). By virtue of the aforesaid shareholding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.10 of the RFP.

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

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

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

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

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

Name of the audit firm:
Secretary

Name of the Company

Seal of the audit firm:

Name of the Company

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

Date:

Place:

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

APPENDIX I

Annex-IV – Statement of Legal Capacity

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

Ref.

Date:

To,

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

Dear Sir,

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

We have agreed that (insert member's name) will act as the Lead Member 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 authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

** Please strike out whichever is not applicable.*

8 APPENDIX-II - POWER OF ATTORNEY FOR SIGNING OF BID

Know all men by these presents, We _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), _____ son/daughter/wife of _____ and presently residing at _____, who is presently employed with us/ 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 and things as are necessary or required in connection with or incidental to submission of our **“Bid for Operation and Maintenance of New Bus Terminal at Kilambakkam for Chennai Metropolitan Development Authority on PPP Mode For a Period of 15 Years** with an additional period of 15 (Fifteen) years if extended by the Authority at its sole discretion (**hereinafter referred to as the “Project”**)” proposed or being developed by the Chennai Metropolitan Development Authority (the **“Authority”**) including but not limited to signing and submission of all Bids and other documents and writings, participate in Pre-Bid Conference and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project(s) and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

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

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

For

.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarised)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of*

attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate. Further any power of attorney executed and issued from overseas should be stamped with the applicable Indian Stamp act within 90 days from receipt of that Power of Attorney in India as applicable in Tamil Nadu.*

9 APPENDIX-III - POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

Whereas the Chennai Metropolitan Development Authority (the “**Authority**”) has invited “**Bids for Operation and Maintenance of New Bus Terminal at Kilambakkam for Chennai Metropolitan Development Authority on PPP Mode For a Period of 15 Years** with an additional period of 15 (Fifteen) years if extended by the Authority at its sole discretion (hereinafter referred to as the “**Project**”)”

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

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

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

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

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

For

(Signature, Name & Title)

For

(Signature, Name & Title)

(Executants)

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

Witnesses:

- 1.
- 2.

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued in terms of the local law as applicable. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate. Further any power of attorney executed and issued from overseas should be stamped with the applicable Indian Stamp act within 90 days from receipt of that Power of Attorney in India as applicable in the State of Tamil Nadu.

10 APPENDIX-IV JOINT BIDDING AGREEMENT

(To be executed on stamp paper of appropriate value)

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

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956/2013¹}
and having its registered office at (hereinafter referred to as the “**First Part**”
which expression shall, unless repugnant to the context include its successors and
permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956/2013}
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

¹ A Bidder who is registered abroad may substitute the words, viz “a company registered under the Companies Act, 1956/2013” by the words, viz “a company duly organised and validly existing under the laws of the jurisdiction of its incorporation”. A similar modification may be made in Recital 2, as necessary.

(A) Chennai Metropolitan Development Authority, having its office at Thalamuthu-Natarajan Maaligai', No.1, Gandhi Irwin Road, Egmore, Chennai – 600 008 (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited technical and financial proposals (“Bids”) by its Request for Proposal No. dated (the “**RFP**”) for selecting of Bidders for Operation and Maintenance of New Bus Terminal at Kilambakkam for Chennai Metropolitan Development Authority on PPP Mode For a Period of 15 Years with an additional period of 15 (Fifteen) years if extended by the Authority at its sole discretion (hereinafter referred to as the “**Project**”).

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

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

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

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

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

3. Covenants

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

4. Role of the Parties

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

- (a) Party of the First Part shall be the Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the signing of the Concession Agreement when all the obligations of the SPV shall become effective;
- (b) Party of the Second Part shall be {the Technical Member/Financial Member of the Consortium;}

5. Joint and Several Liability

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

6. Shareholding in the SPV

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

First Party:

Second Party:

- 6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the issued and paid up equity share capital of the Concessionaire shall, at all times till the end of the Concession Period , be held by the Parties of the First and Second Part whose Technical Capacity and Financial Capacity have been reckoned for the purposes of selecting of Bidders for the Project in terms of the Bidding Documents.
- 6.4 The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the of the issued and paid up equity share capital of the Concessionaire till the end of the Concession Period.
- 6.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

7. Representation of the Parties

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

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a 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 Member of the Consortium 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 it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any

mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the expiry of Concession Period under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is not selected for award of the Project, the Agreement will stand terminated upon return of the Bid Security by the Authority to the Bidder.

9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of India.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND

DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, 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:

1. *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Each Joint Bidding Agreement should attach certified true 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 this Agreement on behalf of the Members of the Consortium .*
3. *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

11 APPENDIX V – INTENTIONALLY DELETED

12 APPENDIX VI: FORMAT OF FINANCIAL PROPOSAL

Dated:

To,

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

Sub: Bid for **Operation and Maintenance of New Bus Terminal at Kilambakkam for Chennai Metropolitan Development Authority on PPP Mode For a Period of 15 Years with an additional period of 15 (Fifteen) years extended by the Authority at its sole discretion (hereinafter referred to as the “Project”)**

Ref: RFP No [•] dated [•]

Dear Sir,

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

S.No.	Particulars	Amount in Figure followed by amount in words	GST	Total Amount

1	Concession Fee			
---	----------------	--	--	--

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

Yours faithfully,

(Signature of the Authorised signatory)

Date:

(Name and designation of the of the Authorised signatory)

Place:

Name and seal of Bidder/Lead Member

[Note: Concession Fee for the base year may be indicated]

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

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

- 1) Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as EMUDHRACA/GNFC/IDRBT/MTNLTRUSTLINE/SAFESCRPT/TCS.
- 2) Bidder then logs into the portal giving user id / password chosen during enrollment.
- 3) The e-token that is registered should be used by the Bidder and should not be misused by others.
- 4) DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
- 5) The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per 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 eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the Bids online.
- 9) Bidder, in advance, should prepare the 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 as specified in the Tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the Bid submission date and time for 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 on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
- 14) It is important to note that the Bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
- 15) The Tender Inviting Authority (TIA) 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 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) After the Bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the Bid. The Bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
- 19) Successful Bid submission from the system means, the Bids as uploaded by the Bidder is received and stored in the system. System does not certify for its correctness.

- 20) The Bidder should see that the Bid Documents submitted should be free from virus and if the documents could not be opened, due to virus, during Tender opening, the Bid is liable to be rejected
- 21) The time that is displayed from the server clock at the top of the Tender Portal, will be valid for all actions of requesting Bid submission, Bid opening etc., in the E-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
- 22) 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.
- 23) During transmission of 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.
- 24) The Bidders are requested to submit the Bids through online E-Procurement system to the TIA well before the Bid submission end date and time (as per Server System Clock).

14 APPENDIX-VIII: PROJECT OBJECTIVES AND SCOPE OF SERVICES

1. Project Objective

The objective is to select eligible Bidder to provide Operation & Maintenance Services at Kilambakkam Bus Terminal.

A. Scope of Services:

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

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

- (q) Minor repair works including but not limited to plastering wall cracks, fixing of plumbing and electrical fit outs etc., shall be done by the Selected Bidder. Major repairs and renovation due to faulty workmanship of Authority including but not limited to structural defects shall be done by Authority.

B. Obligations of the Selected Bidder

- (a) Providing dedicated shops to accommodate library cum cafe and bookshop
- (b) Provision for omni bus offices on the first floor shall be made based on market demand, at the prevailing market rate, and subject to availability of space. A total of 78 (Seventy Eight) bus bays will be designated specifically for omni buses;
- (c) Provision for mother feeding room, ATM, milk and other passenger amenities / facilities
- (d) Procure and maintain Insurance Cover for entire site including but not limited to General Insurance to cover any loss / damage to the project assets, comprehensive third party liability insurance, the Selected Bidder's general liability arising out of the Concession, liability to third parties for goods or property damage, workmen's compensation insurance; and any other insurance that may be necessary to protect the Selected Bidder and its employees.
- (e) To provide prams, pushchairs etc., at the site.
- (f) To renew all licenses and applicable permits required under Applicable Law for Operation and Maintenance of site which would include Fire License, CEIG approvals, lift & escalators license along with 3rd party insurance and any other applicable licenses.
- (g) The Project site shall remain plastic free and the Selected Bidder shall ensure the same.
- (h) To provide office space for Authority. However, the Authority reserves the right to make modifications or add additional spaces without impacting the proposed leasable components as mentioned in Annexure 7 of this RFP.
- (i) Service level requirements are indicative in nature, any further changes in service level requirements shall be at the cost of the Selected Bidder without any financial implication or claim on the Authority and without affecting the annual Concession Fee payable to the Authority.

- (j) The Selected Bidder is responsible for monitoring all buses (Omni, SETC, TNSTC, MTC) and other private vehicles such as 4-wheelers, 2-wheelers, Autos, and Taxis at the bus terminus. This monitoring will be done using a combination of ANPR (Automatic Number Plate Recognition) cameras and boom barriers at both the entry and exit points. The data will be made accessible online in real-time. The designated officer of the Authority and the Selected Bidder shall countersign and verify the number of vehicles on a daily basis.
- (k) The Selected Bidder shall install solar panels with a minimum capacity of 1.9 Mwp within the Bus Terminal. These solar panels should be used to meet the power needs of the Bus Terminal , utilising the existing terrace with necessary legal approvals for the same. This installation should be completed within 6 months from the date of execution of the Concession Agreement.
- (l) The Selected Bidder shall allocate 5% of the retail space provided as in Annexure 7 to the Authority for any usage at the rate fixed by the Authority for development. This allocation may be utilized for various purposes by the Authority, including but not limited to retail. Notwithstanding the forgoing, the Authority may license the aforementioned space to Government Departments/agencies.

2. Scope of Services

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

(a) Maintenance Services

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

1. Break down Maintenance:

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

2. Preventive Maintenance:

The planned maintenance which is performed while the equipment is still working so as to reduce unexpected breakdown. This maintenance is scheduled based on time (monthly, quarterly, annually) or usage triggers. Activities in Preventive Maintenance are usually performed based on guidelines from equipment suppliers /manufactures or as instructed by Authority or as per Good Industry Practice to ensure continuous use without breakdown to ensure maximum life of asset.

3. Management:

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

(b) Operation Services

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

I. General Operations

- (i) The Selected Bidder shall ensure day to day unhindered running of the Bus

Terminal as per the satisfaction of the Authority and shall undertake day to day repairs as might be required

- (ii) Selected Bidder shall ensure that all complaints are attended and rectified within the time specified as per the service level as required in this RFP.
- (iii) The Selected Bidder shall ensure unhindered operation of Buses in Terminal, Depot, Idle Bus Bays and along the circulation area and smooth movement of public in the project site
- (iv) The Selected Bidder is required to make prior arrangements for festival seasons and emergency situations, in addition to the average number of buses and foot-falls expected
- (v) The Selected Bidder shall be required to obtain approval of the arrangement plan from the Authority and the relevant department in case of festival seasons and emergencies.
- (vi) The Selected Bidder with the help of Tamil Nadu Police Department and Authority shall ensure that sleeping of people in circulation area, hawking, loitering etc. shall not be allowed at site. Further entry of stray animals shall be avoided.

II. Operation of Equipment and Fixtures:

- (i) The Selected Bidder shall ensure operation and upkeep of all equipment (electrical, mechanical etc.) in accordance with operation and maintenance manuals provided by the Authority or the manufacturers of such equipment and ensuring safety of equipment and personnel using it in accordance with Appendix V of this RFP and other Applicable Laws (some details of pumps, AC / HVAC, Lifts, Escalators, Sewerage System, plumbing, Fire Fighting, and other electrical works are enclosed in the RFP).
- (ii) The Selected Bidder shall ensure that day to day works such as removing choking matter from drainage pipes, manholes, restoration of water supply, , repairs to faulty switches, watering of plants, lawn mowing, hedge cutting, sweeping of leaf falls etc. are attended under day-to-day service facilities.
- (iii) The Selected Bidder will ensure that all filters, belts, fasteners, fixtures, lubricants, and other routine items are installed and are working properly.
- (iv) The Selected Bidder shall operate all equipment, fittings, and fixtures (electrical

/mechanical/plumbing etc.) on regular basis and ensure the smooth functioning of the area such as operation of pumps for filling water to tanks as per the requirement.

- (v) The Selected Bidder shall carry out daily, weekly, quarterly, half-yearly and yearly checks as per the relevant O&M manuals for smooth operation and functioning of the area.
- (vi) The Selected Bidder shall operate and maintain the complete access control system, Fire alarm system, CCTV System, PA system and any other systems as installed at the Facility
- (vii) The Selected Bidder shall monitor and maintain the ambient room parameters (temperature, humidity, noise level, required light levels etc.) for different components/areas/exhibits/artefacts as specified in the O&M manuals carefully, at all times throughout the Concession Period. Any damage done to the exhibits/artefacts / equipment due to non-maintenance of required ambient room parameters will be the responsibility of Selected Bidder and the Selected Bidder shall make good the damaged exhibit / artefacts / equipment's at his own cost.

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

(c) Housekeeping and cleaning Services –

a) General Cleaning Services: The Selected Bidder shall

- (i) Perform routine cleaning of the internal and external areas to meet the required service standard.
- (ii) Ensure cleanliness of all common spaces and space inside the Bus Terminal at periodic intervals.
- (iii) Perform cleaning and upkeep of passenger waiting areas and amenities, IT & AV equipment in the facility as per the directions in the O&M manuals

or as per directions of the Authority.

- (iv) Perform periodic cleaning of glass facades, structures at the entrance plaza, external claddings etc. at all heights (internally and externally).
- (v) Provide additional housekeeping services as and when required by the Authority for ensuring compliance with objective and scope of services or SLA for the said Project.
- (vi) Deploy equipment for cleaning and shall be responsible for maintaining these at all times. All costs for purchase/repair/spares/ maintenance etc. for these equipment's will be borne by the Selected Bidder.
- (vii) Be responsible for the safekeeping of the equipment at the facility and shall ensure that such equipment is not taken out of the premises at any time during the Concession Period other than for repairs. In case such repairs take more than a week, the Selected Bidder shall arrange to provide alternate equipment for the facility.
- (viii) Adopt a proactive approach to the delivery of these services. The Selected Bidder shall report immediately any defects, deterioration, or damage to the property at the facility as soon as they become aware of such defects in the course of their duties under the Service Agreement.
- (ix) Dusting / cleaning of all furniture, sills, counters, screens, blinds & curtains, light fittings, signage, doors, door frames, fittings and glass pans etc. to remove debris, stains, cobwebs and marks.
- (x) Stairs including treads, risers, nosing, banisters, balustrades, handrails, ledges and protective wire guards where present must be free from dust, debris, stains and marks.
- (xi) Polishing / vacuum cleaning / cleaning of floors, carpets, carpet tiles, mats and mat wells and ensure the same must be free from grit, dust and debris with no apparent stains. They must be clean and dry. All carpeted areas are to be cleaned by the manufactures recommended methods and recommended intervals.
- (xii) Clean all water tanks and disinfect such water tanks before the start of the rainy season and as instructed by the Authority.
- (xiii) Regular cleaning of storm water drain, manholes, sewage lines etc. for removal of any blockages.

- (xiv) Entrances, service areas, parking areas, paving, paths, roads, lawns at the entrance, outside premises must be maintained so that no graffiti, debris, litter, cigarette ends, dirt or spillages are apparent after cleaning.
- (xv) Server Room, Control Room etc. must be free from dust, static electricity and be left clinically clean (to be done in presence of the officials concerned).
- (xvi) Sticky substances like chewing gum shall be removed before any cleaning procedure is carried out using an appropriate cleaning technique and chewing gum remover.
- (xvii) Care is to be exercised to ensure passenger safety. Wet floors should be sign- posted. Trailing cables and open sockets should be made safe.
- (xviii) All cleaning methods used must be of a sufficient quality to meet these standards and to maintain any guarantees on the floor covering.
- (xix) Stainless steel surfaces must be treated with an appropriate cleaning and polishing agent.
- (xx) The Selected Bidder shall develop and implement a housekeeping plan for all types of cleaning surfaces (e.g. walls, floors, façade, ceiling-as appropriate, furniture, windows, glass, restrooms, etc.) along with material specifications and machineries to be used and any other details as required by Authority that are within internationally accepted cleaning industry standards, to extend the life of these surfaces through routine, periodic and as necessary, restorative cleaning process with the prior approval from the Authority. Any changes suggested by the Authority shall be followed without having any financial impact or claim on the Authority.
- (xxi) The Selected Bidder shall be primarily responsible in the management of wastes from vending zones, food court, bus bays, passenger waiting areas and restrooms including collection and storage.
- (xxii) The Selected Bidder shall place dustbins with colour codes for plastic waste, Biodegradable waste, hazardous waste etc. and shall segregate and dispose at the specific location in site as instructed by the Authority. Necessary safe and environmentally friendly disposal / reuse of waste generated shall be ensured to the extent possible. Further, it shall coordinate with waste hauling services contractor on schedule of hauling of wastes from the

premises to the designated disposal site.

- (xxiii) The Selected Bidder shall ensure that all consumables are always available for use by building occupants / users. These include cleaning chemicals, hand soap, paper towels, toilet paper etc. Selected Bidder shall be required to manage and monitor inventories and inform the Authority in good time to re-order. This shall also apply to Bus Terminal furniture and other miscellaneous equipment/facilities.
- (xxiv) The Selected Bidder shall ensure cleaning of roof and wall area and removing any cobweb, dirt, dust etc. All common areas are to be disinfected on regular basis.
- (xxv) The Selected Bidder shall ensure cleaning and checking the Bus Bays and roads on regular basis.

b) Cleaning of Toilets

- (i) All sanitaryware including sinks, wash hand basins, WC bowls, seats, covers, hinges, tops, undersides, rims, taps, overflows, outlets, chains, plugs, urinals, brushes, toilet roll holders, tiled surfaces, splash backs, and vanity units must be free from scum, grease, hair, scale, dust, soil, spillages and removable stains. In addition, the surfaces should be disinfected.
- (ii) Floors should be cleaned to the good industry standards. In addition, there should be no evidence of scum, grease, hair, and scale and the floors must be disinfected.
- (iii) Soap dispensers must be filled, operating correctly with clean nozzles, the external surfaces must be clean dry and free from smears.
- (iv) All toilets should be kept fully stocked with supplies and should be made available at all times.
- (v) Dispensers must be clean, dry and free from dust, marks and smears with clean towels fitted. Hot air dryers must be clean, dry and free from dust, marks and smears.
- (vi) Selected Bidder shall ensure cleaning of Staff toilets /common areas regularly in the restricted area in accordance with the instructions provided by the Authority.

c) Waste Management

- (i) Bins must be emptied, cleaned and dried inside and outside, bin-liners replaced where necessary and placed in their original locations. Liners must be used at all times.
- (ii) Selected Bidder shall collect the garbage from the garbage collection point and segregate the waste in recyclable and non-recyclable type and shall ensure proper disposal of waste in the designated area as instructed by the Authority as per the standards and directions provided by the Authority.
- (iii) Waste management methodology shall comply with the guidelines as laid down in applicable waste management rules of the GoI/ GoTN
- (iv) Renovation debris is to be stored at designated space at designated area.
- (v) The Selected Bidder undertaking the renovation work would remove the debris as per schedule / instruction of Authority.
- (vi) Cleaning of grease chambers of the kitchen, if applicable
- (vii) The Selected Bidder shall provide appropriate and road-worthy waste collection vehicle to prevent the spilling of garbage leachate and emitting odor while in transit from the premises to the accredited disposal area.
- (viii) The Selected Bidder shall ensure that the disposal of garbage should be in line with the applicable laws and as per direction of Authority.
- (ix) The Selected Bidder shall clean the garbage disposal van or the garbage disposal site including the adjacent areas affected by the hauling or removal of garbage before leaving the premises. The Selected Bidder shall provide all the necessary cleaning tools and approved chemicals to make the area tidy.

d) General Pest Control

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

- (i) Disinfection Treatment

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

The Selected Bidder shall take the following control measures:

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

(ii) Rodent Control

Pest Covered: Domestic/Field Rodents.

The Selected Bidder shall take the following control measures:

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

(iii) Fly Control

The Selected Bidder shall take the following control measures:

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

(iv) Mosquito Control

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

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

e) *Housekeeping Monitoring and Control:*

For better management and smooth services, the following monitoring

mechanism will be adopted by the Selected Bidder:

1. **Toilets Checklist:**

The Selected Bidder shall maintain a checklist covering cleaning and sanitation of toilets. This checklist is to be attached on the back of the toilet door. It is to be updated and filled up by the Selected Bidder on duty at regular intervals each time the toilet is cleaned.

2. **Common Areas Housekeeping:**

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

(d) Help Desk & Reception Services

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

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

The Selected Bidder shall also undertake the following:

1. **Complaints Register:**

The Selected Bidder will maintain complaints register. Each complaint received from the Authority, its representatives, or any users of, or passengers at, the Facility in the course of provision of the Services will be recorded by

the Selected Bidder in the complaint register and assigned a registration/ticket number.

The Selected Bidder will seek to resolve any complaint received in accordance with this RFP. Once a complaint has been satisfactorily addressed and closed, the Selected Bidder will update the status of the complaint in the register. The Selected Bidder will make the complaints register available to the Authority and any other engineer/officer-in-charge for inspection, whenever requested by the Authority or the engineer/officer-in-charge.

2. Suggestions Book:

The Selected Bidder will maintain a suggestions book in which any user of, or visitor to, the Facility can record suggestions for the betterment of the Services. To the extent practical, the Selected Bidder shall take on board these suggestions to improve the quality of the Services.

(e) Gardening & Lawn Management

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

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

Broad Scope of services will be as follows:

- (a) daily watering;
- (b) weed removing;

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

(f) Complaint management

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

The defined SLA provides the time for responding and closure of complaints by Selected Bidder based on standards these present guidelines and may be changed by Authority from time to time. These defined **SLA are provided in Annexure-4** To the extent possible, the Selected Bidder shall ensure that vendor/ manufacturer performs their obligations as per their respective contracts. In spite of the efforts

made by the Selected Bidder, should any vendors / manufacturers fail to perform their obligations, the Selected Bidder shall notify the Authority and ask for necessary action.

(g) Reporting

The Selected Bidder shall establish an MIS system for reporting. The Selected Bidder shall submit the following reports within the stipulated time to the Authorized Officer of the Authority:

- (a) Initial Review Report;
- (b) Monthly Reports;
- (c) Deployment Report;
- (d) Attendance Reports; and
- (e) Statutory compliance intimation report.

The MIS report shall cover the following aspects:

- Consumption and stock of consumables
- Compliance of preventive maintenance plan
- Resource deployment report (manpower, equipment)
- Expense report (committed and invoiced amounts)
- Energy consumption – by utility, by premise
- Status of periodic activities as described under scope of services for Operation, Maintenance.
- Facility Inspection: The Selected Bidder shall conduct regular comprehensive facility inspection and perform any additional ones that will maintain/enhance the appearance, operation, and safety aspects of all the facility as approved by Authority. The Selected Bidder shall indicate frequency of inspection covering all premises.
- Highlight Critical Issues/Problems with recommended solutions which should contain the technical recommendations / alternatives, cost, time schedules, etc.
- Prepare a foot fall report for the visitors.
- Customer Feedback Analysis
- Report on Audits/ drills etc.

- Complaint Management reporting.
- MIS on procurement, statutory payments & on any other invoices processed by Authority.
- Any other reports as needed from time to time.
- IT assets, stationaries and operating cost required to prepare report is in the scope of Selected Bidder
- Selected Bidder has the option to use any software for managing the Facility.
- Selected Bidder shall submit the Performa and format and the same shall be approved by Authorized Officer.
- Statutory compliance intimation report: Selected Bidder shall maintain a log/ tracking sheet of all statutory or regulatory compliance and is responsible for obtaining all approvals/licenses for the Operation and Maintenance of the Project including their renewals thereof. Selected Bidder shall monitor and intimate the Authority minimum 30 days in advance before expiry of any such statutory or regulatory compliances.
- Any other reports / compliance certificates as needed from time to time.

(h) Parking Management

The Bus Terminal has parking areas / spaces for 4-wheeler and 2-wheelers. The activities and responsibilities of the Selected Bidder with respect to parking and vehicle management are as follows:

- Collection of Revenue;
- Support for parking management;
- Manage operations at entry and exit passenger vehicles;
- Vehicle and traffic management within the facility / free parking area;
- Managing movement of vehicles at drop-off points to avoid congestion
- Monitoring & guiding for smooth and hassle-free parking; and
- Surveillance of vehicle movement.
- Coordination with Authority / authorized representative of Authority where required;
- Performing housekeeping duties in the parking area, maintaining ambient air quality, and displaying advertisements in the parking area;

- No person shall cause or permit a taxi/auto to ply for hire or load passengers other than at a designated authorized standing area determined by the Authority. The Selected Bidder must adhere to any additional guidelines for managing autos/taxis as approved by the Authority;
- Allocate 2% of the total parking space as reserved preferential parking, free of charge, to be used by the Authority and/or other allied government department employees working in the Bus Terminal.
- Advertisements are permitted in the parking.
- The Selected Bidder shall install appropriate additional equipment / signage, etc. to manage and monitor the entry and exit points including automated ticketing facilities.

(i) Security/Attendant Services (watch & Ward).

The activities and responsibilities of the Selected Bidder with respect to security services are:

- To provide security services for the protection of life and property against theft, pilferage, fire etc.,
- Ensure safety and security of men and material,
- Guiding passengers and visitors to desired bus bays/ locations/concerned officials/ occupants,
- Checking of gate passes and to regulate the entry and exit of vehicles/materials,
- Prevent entry of stray animals like cow, dogs etc.,
- Round the clock patrolling of the Facility,
- Handheld metal detectors should be provided by the security agency to security guards for sample checking and frisking of visitors as well as their carry bags,
- The Authority shall provide scanners, metal detectors, and other necessary equipment as required by the Tamil Nadu police to conduct vehicle checks at entry points as needed. In case of theft or security footage requirement and other aspects relating to safety and law/order, the Selected Bidder shall cooperate with Tamil Nadu Police and other allied departments of the Authority and/or Government of Tamil Nadu. The guidelines issued by the Authority/

Tamil Nadu police with respect to the security of the Bus Terminal shall be adhered by the Selected Bidder.

- Selected Bidder shall maintain records of inwards and outwards movement of men, materials and vehicles, etc. with proper check as per instructions given from time to time by Authority
- Effective involvement during the crisis management like fire accidents and bomb threats and during periodical drills. Liaison with appropriate agencies in case of emergencies/Disaster & be well equipped with their update contact numbers,
- Having effective control on movement of materials in / out,
- Physical guarding of entry / exit points,
- Screening / directing of passengers and visitors,
- Patrolling and guarding various common areas and surroundings to ensure adequate safety and security,
- Assisting the occupants during the emergency evacuation of the terminal,
- Rescue operation of passengers stranded in the lifts,
- Complete disaster management in case of emergencies/ disasters,
- Ensuring and monitoring the operations of Barriers & Access Control System,
- Lodging of complaints/FIRs in case of emergency/disaster on intimation,
- Providing a logbook register for making entries by the security personnel of their presence at duty site,
- Provide at its own cost:
 - a. proper clean uniform and badges and
 - b. photo identity cards as per laid down rules for Private Security Agencies.
- Selected Bidder shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Authority will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty. Selected Bidder shall bear all the expenses incurred on the following items i.e., required security devices, metal detectors, searching mirror, Walky-Talky, provision of torches and cells, lathis/ballams and other equipment to security staff, stationary for writing duty charts and

registers at security check points and records keeping as per requirements.

- Submission of notification regarding abandoned vehicles in parking lots and their subsequent removal, with the assistance of the Police;

(j) Management of command control Center –

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

(k) Water supply Maintenance

- Water supply source will be provided by the Authority.
- Pumping water to the overhead tanks in the Bus Terminal by switching on the pump and switching off after filling up the water, in two shifts, or as frequently as required.
- Check the availability of water in the water tanks and fill the tanks as when required.
- All the water coolers/ water tanks in the Bus Terminal have to be cleaned twice in a week by a trained person.
- Filters provided in the water purifiers are to be cleaned as per the instructions of the suppliers.
- Chlorinating the water at overhead tank/ storage tanks as per the requirement and Maintenance of water quality.
- Disconnecting and reconnecting plumbing connection in case of water heaters/ geyser, electrical gadgets, wherever such electrical items are required to be replaced / repaired.
- Arresting leakage through window sills, etc and arresting leakage in sanitary and water lines with sealant / caulking materials.
- Cleaning of drinking water/ pipelines, rain water lines, waste water pipes, bore well water lines including disconnecting and reconnecting the pipes as per requirements.
- Fittings and pipes including bore well pipes of the Bus Terminal which may

clogs and cleaning is necessary on regular / urgent basis.

- Operating and keeping all equipment, accessories, safety/protection devices etc in healthy condition at all times including cleaning on daily basis
- Attending to breakdowns, failures, faults in the equipment/system, replacement/repair etc and restoration of operation within the shortest possible time
- Repair of faulty spares/items as required
- Checking and maintaining log book for running of pumps and water levels reading in different tanks / sumps.
- Cleaning of pump house, sump & bore well pumps including pumps, motors, starters, panels, pipe racks etc
- Performing periodic water quality sampling/ testing and submit test results to Authority for necessary action.
- Entry of meter reading/ consumption monitoring on a day to day basis and reporting to Authority.
- In addition to the aforementioned works the contractor shall carry out necessary maintenance, renewals, repairs, replacements and relevant works as directed by the Authority.

(I) Sewerage & Drainage Maintenance

- Cleaning of manholes, septic tanks, closed drains, gully trap, gutters inside the Bus Terminal leading and connected with the main sewage line. These areas are to be cleaned once in every two months and as and when situation demands or as advised by the Authority time to time.
- Cleaning and removing the chokes in the sewer lines below / above ground level for smooth functioning of sewerage system and maintenance of the same.
- Operation, maintenance and repairs of suction, delivery and diversion valves provided on the main sewer pipe line for disposal/ diversion of Bus Terminal sanitary effluent to city/ town main sewer.
- Operation, maintenance and repairs of electrically/ diesel operated portable centrifugal pump for pumping out of effluent (sanitary) water from manhole or from any other place. The job includes shifting of pump etc. from one location to another location, removal and fixing of suction/ delivery pipes etc. as per directions of Engineer-in-charge/ his authorized representative
- Cleaning of major storm water drains flowing inside the Bus Terminal, at least

once in a month and disposing immediately the silts, mud, debris etc. to Authority dumping ground without causing nuisance to anybody.

- All minor drains shall be cleaned daily & as required so as to ensure smooth discharge of wastewater. There shall not be any stagnation & overflowing of water.
- In addition to the aforementioned works the contractor shall carry out necessary maintenance, renewals, repairs, replacements and relevant works

(m) Electrical Maintenance

- Electrical maintenance of various type of buildings/ structures within the bus terminal
- Electrical maintenance of Bore well pump motors, Street lighting and periphery lighting inside Bus Terminal such as Service complex, meeting rooms, canteen, corridors, toilets as directed.
- Electrical maintenance of operational area in side Bus Terminal such as Power stations, AC plants etc., under the supervision of Authority Staff as directed.
- Attending to making good of fuse off complaints
- Replacing of burnt out or damaged switches, sockets, holders, switch boards etc.,
- Temporary wiring and lighting
- Dismantling of burnt pump motors, burnt ceiling fans, burnt chokes of light fixtures and installing the same after repairs
- Fixing of Geysers, boilers, repairing of geysers for the replacement of defective thermostat, rectification of major leaks of the geyser
- Repairing the burnt chokes of street light fixtures and changing of fused Authority in the fixture
- Periodical maintenance of light fittings, street light fittings, ceiling fans, exhaust fans including repairs like replacement of fused Authority and tubes, checking of chokes, capacitors, starters, holders, terminals, control gears, regulators etc.
- Periodical checking and maintenance of all electrical installations such as water supply pump motors, garden/ landscape pump motors and starters

- Diagnosing the cable fault and rectifying the defects by providing straight through joints, end terminations etc., as directed.
- Preventive maintenance of above listed installations to be carried out in a well-planned manner with periodicity as detailed in general, as directed.
- Any other electrical maintenance / repair works as required other than the above mentioned shall also be executed by the successful bidder, as per the directions of Authority.
- Preventive maintenance shall be effectively carried out in consultation with Authority
- Recording and up-keeping of Log-book for various operation as mentioned in should be strictly followed

(n) Street Lighting Maintenance

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

(o) Other Jobs

- Attending to all the Complaints recorded in Registered / received relating to Civil, Water Supply and Sanitary Systems & Plumbing works and Allied works and rectifying the defects wherever necessary including cost of materials replaced in the premises.
- Eradicating weeds, shrubs, etc. and removal of plant growth in external and common areas of buildings and in plumbing lines periodically without any extra cost such as scaffolding, etc. by pouring acid / saturated ammonium sulphate solution periodically.

- Providing all tools, tackles, machines, equipments and other housekeeping/ maintenance related consumables etc. Safe custody of all such materials will be successful bidders whole responsibility. No extra charge will be paid for the same.
- Procurement & supply of spares in time so that operation and maintenance is not held-up for want of spares
- Procurement & supply of consumables in time so that operation and maintenance is not held-up for want of consumables
- Preventive Maintenance of equipment including planning, drawing-up PM Schedules etc. This would include all checks/works, servicing/overhauling as per manufactures' manuals as available with Engineer
- Co-ordination with other agencies operating at site, statutory authorities etc. for carrying out the work including arrangement for shut-downs etc
- Maintaining daily logbook of events, complaint registers/files, spares consumption registers/files etc
- Any other work required for efficient O&M of the Systems not mentioned above or as directed by Authority
- Performing daily, weekly, monthly, quarterly, half yearly and annual checks for efficient Operation & Maintenance of the Systems as and when required and as advised by the Engineer in-charge .
- All the workers engaged by the contractor in the Bus Terminal, shall have the uniform.
- The Contractor shall provide proper uniform, shoes and other safety gadgets like hand gloves, raincoats etc., for their personnel during Operation and maintenance services at site.
- All staffs of the organization shall bear photo identity card during the period of work, which shall be duly signed by the authorised representative of the contractor.
- All workmen/manpower to be engaged by the contractor should be covered under the statutory government regulation framed from time to time.

(p) Manpower deployment

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

- i. The minimum manpower required to be provided by the Selected Bidder is as set out in **Annexure 5**.
- ii. Selected Bidder shall provide the above minimum manpower to efficiently and effectively manage the facility. However, Selected Bidder shall be responsible to maintain the service levels as required and shall be liable to deploy additional manpower as per the requirement to fulfil the scope of services for the Selected Bidder.
- iii. In case any category of staff is required on a 24 X 7 basis availability, the same shall be conveyed to the Selected Bidder during the Concession Period and as required from time to time. The payment for such manpower shall be in accordance with the provisions of Minimum Wages (Tamil Nadu) Rules, 1953.
- iv. The impact of additional requirement of manpower for reliever, night shift, leaves and off days shall be taken into account by the agency while determining the cost of respective category of manpower.
- v. During day shift the total no. of manpower deployed should not be less than the minimum manpower specified in the table, at all times.
- vi. The tentative duration of working hours/operational hours in the terminal will be 8 hours / per shift, subject to finalization of timings by the Authority to be conveyed at the time of signing of agreement.
- vii. Police verification of the manpower deployed by the Selected Bidder should be complete and must be shared with the Authority upon request.
- viii. The Selected Bidder shall comply with all Applicable Laws including labour legislation etc.,
- ix. The Authority shall verify the information/status of deposit of EPF and ESI done by the Selected Bidder for the deployed manpower every month on random basis.
- x. The Selected Bidder is prohibited from employment of child labor in accordance with the Applicable law.

(q) Dormitory

The Selected Bidder shall comply with all Applicable laws in connection with O & M of dormitory and shall prepare and submit for the approval of Authority for Standard operating procedures which shall include the following but not limited to:

• **Administrative**

- a. Guest Register shall be maintained by the Selected Bidder where details of all the guest shall be entered and be shared at the request of the Authority
- b. Guest shall be charged only based on the rates as intimated by Authority and no preferential allotment of dormitory shall be made for guests
- c. Accommodation for Students / Working Men or Women or others shall not be provided accommodation for a period more than 7 days
- d. Secured Wifi access shall be provided for all the inmates with separate login ID
- e. Smoking or Use of Alcohol or Drugs is completely prohibited inside the terminus
- f. Pets shall not be allowed inside the Dormitory
- g. Parking facility shall be provided for the guest in the public parking facilities in the rates prescribed by Authority
- h. Tax Invoice shall be provided for every guest and accommodation shall not be provided for any person without making necessary entries in the guest book and without collection of identification proofs

• **Housekeeping**

- a. Standard procedure stipulated for maintenance of the site shall be adhered like clearing of floors, toilets & bathrooms, MEP fittings, Shafts etc.
- b. Fresh bed sheet, Pillow Cover, Blanket, Water Bottle, Toiletries shall be provided every day for all the guest
- c. RO Purified Drinking water, 24 Hours power and water supply, Charging Points, Lockers along with other basic amenities shall be provided by the Selected Bidder
- d. Washing of cloths, drying, storing of housekeeping materials shall be undertaken in the designated location as approved by the Authority

- without affecting the external façade, circulation area, public areas etc.
- e. All the staffs shall be trained adequately and shall adhere to safety standards while operations / maintenance of the dormitory. Uniforms shall be provided, cleanliness and hygiene for all the staffs shall be ensured
 - f. All the common area shall be kept clean and must be free from scum, grease, hair, scale, dust, soil, spillages and removable stains. In addition, all the surfaces should be disinfected.

- Security

- a. Aadhar or other similar ID proofs as accepted by Authority shall be collected for every guest and copies of same shall be submitted to Police Department / Authority on regular basis or as per requirement of the Authority
- b. CCTV surveillance shall be provided by the Selected Bidder for the entire common areas of dormitory. Required footages shall be shared as instructed by Authority
- c. Entry and Exit of all the guests, housekeeping staff etc. shall be recorded duly by the security and monitored. Unauthorized entries and trespassing shall be prohibited.
- d. In case of any unforeseen events such as Theft, pilferage, Terrorism, Harassment, usage of Drugs etc. in the premises the Selected Bidder shall intimate the Tamil Nadu Police Department & the Authority without any delay and shall support by providing adequate information
- e. Scanning of Luggage and guests shall be undertaken by the Selected Bidder during the entry / exit of guest or as and when required
- f. The Selected Bidder shall provide best effort to ensure safety of guest and the bus stand users always
- g. Records of all the staff members shall be maintained by the Selected Bidder and police verification of the manpower deployed by the Selected Bidder should be completed and must be shared with the Authority upon request.
- h. Information on the unattended / abandoned luggage, Vehicles etc shall be brought to the notice of Tamil Nadu Police Department and the

responsibility of removal / having safe custody of same if required shall be the responsibility of the Selected Bidder

- (r) The Selected Bidder shall be responsible for Operation and Maintenance of the Bus Terminal and managing the following aspects for ensuring proper operation and maintenance of the facilities in the premises:
- (a) Handover the Project to the Authority in good working condition subject to normal wear and tear including warranties, guarantees, and any required operational licenses as well as carry out snagging, de-snagging and testing of the Project.
 - (b) Shall assume responsibility for all services outlined in the Scope of Services.
 - (c) Co-ordination with all the stakeholders of the Authority, contractors, consultants and other agencies.
 - (d) Ensure working of all audio-visual equipment at various locations within the facility and assist office bearers for setting up of the installed devices and configuring it. The personnel handling the audio-visual equipment have to be conversant with the devices installed in the facility. Such personnel shall be informed by office staff about meetings / events for which the devices need to be used / configured. They are also required to test the devices at regular intervals to ensure all are in working condition and report any issues with audio-visual equipment through the facility manager to the Authority. They are also required to ensure timely cleaning of all installed devices, systems, screens etc.
 - (e) Maintain a record of all the equipment/assets at facility, keep record of the vendors details and keep track of the dates of AMC/warranty validity. The initial AMC or warranties provided by the supplier, along with the installation, shall be provided by the Authority to the Selected Bidder. However, the renewal of Annual Maintenance Contracts (AMCs) and extension of warranties, if and wherever applicable, shall be carried out by the Selected Bidder in collaboration with suppliers or any agency authorized by the machinery supplier. These renewed AMCs and warranties shall be handed over to the Authority on the handover date along with the Project facilities.
 - (f) Submission of Daily Position Reports, Failure Investigation Reports, Operation & Maintenance Reports.

- (g) Maintenance of reports, log-books etc. for operation & maintenance of various systems & equipment, maintenance of equipment history,
- (h) Co-ordinate with main contractor/interior contractor/Other contractors / suppliers as applicable for rectifying of defects under the defects liability period.
- (i) Prepare a preventive maintenance plan for all equipment/fittings & fixtures, ensuring 100% compliance. The Selected Bidder shall co-ordinate for:
 - Repair technician for doors, blinds and floor springs etc.
 - Original Equipment Manufacturer (OEM) of Building Management System, CCTV, Access Controls, Lifts, Escalators, HVAC and other E&M systems, (auto flush system, other sanitary fixtures), AV Installations and related items covered under the scope of Main Contractor.
 - Works like painting, polishing, tiling, ceiling etc.
- (j) Calculation of common area maintenance charges.
- (k) Preparation, submission and obtaining approval on detailed O&M plan including maintenance and security, staffing requirement and schedule; equipment, tool and machineries to be maintained; maintenance schedule; manpower and incident reporting structure; etc. If the Authority makes any modifications to the maintenance programme in order to comply with the service level agreement, the Selected Bidder must ensure that they follow the guidelines outlined in the manufacturers' manual or adhere to good industry practices. These modifications shall not result in any financial or legal consequences for the Authority.
- (l) Prepare and maintain the records of routine services, visits provided by AMC providers and tracking to be done against actual visits.
- (m) Keep the inventory status of all spares and consumables required for the maintenance of the facility and update on weekly basis and maintain the records of consumption.
- (n) Conduct quarterly systems & equipment health audits with and through the AMC Service provider and submit a health status report to the Authority / authorized representative of Authority.
- (o) Coordinate with third party for conducting equipment audit, fire audit as and when required by Authority.
- (p) Prepare and follow Standard Operating procedures for smooth functioning of the maintenance services, within 30 days of commencement of agreement.

- (q) Brief the representative on maintenance and operational proceedings on day to day basis.
- (r) The Selected Bidder shall be responsible for providing space for a Wellness Centre/First Aid Room as indicated in the floor plan for Ground Floor. The appointment of the Medical Team shall be carried out by the Authority.
- (s) The Selected Bidder shall report to a Nodal Officer appointed by Authority for the management services as and when required.
- (t) The Selected Bidder is required to offer complete assistance to the Tamil Nadu police in the event of any theft or when inspecting CCTV footage or providing any additional information, in case of any incident or otherwise and shall cooperate with the Tamil Nadu police, Authority or any other persons as instructed by Authority in any matter whatsoever.

3. Deduction for Non-Performance

Subject to the terms and conditions mentioned in the Concession Agreement, any deficiency by the Selected Bidder in the performance of its delivery obligations, shall render him liable to cure the defect and pay any or all of the penalties mentioned in **Annexure-6** dealing with Deduction for Non-performance.

Failure in performing the delivery obligations is to be to be **cured** in accordance with Annexure 4 dealing with Key Performance Indicators under Service Level Agreement. In the event that the Selected Bidder fails to repair or rectify any defect or deficiency set forth under the service level agreement within the standard repair period specified therein (hereinafter referred to as “**Minimum Requirement Period**”), notice shall be given by the Selected Bidder either by itself or by the Authority at the expiry of the Minimum Requirement Period as per the Annexure 4 granting an additional repair period along with imposition of appropriate penalty for the rectification of the defect (hereinafter referred to as “**Additional-Compliance Period**”). If the defect is not fixed within the specified Additional-Compliance Period, the Authority will send a second notice to the Selected Bidder at the expiration of the Additional-Compliance Period, providing a one-time cure period to rectify the defect. The duration of the cure period shall be as per Minimum Required Period, or any further extension as determined by the Authority. If the defect is not remedied by

the end of the aforementioned cure period the same shall be considered as an event of default and the Authority may at its discretion rectify the default at the cost of the Selected Bidder. If the Selected Bidder fails to rectify the defect three times in continuous period of 365 (Three hundred and Sixty-Five) days, it shall result in the termination of the Concession Agreement. Written permission from the Authority shall be required in the event of any extraordinary circumstances. If the Selected Bidder fails to comply with the service level agreement and this results in any financial loss to the Authority, Selected Bidder shall be responsible for rectifying the damages at actual costs. The decision of the Authority shall be final and binding on the Selected Bidder.

4. Revenue Components

The revenue generating components in the Project include the following:

- (i) retail shops
- (ii) advertisements (preferably digital)
- (iii) 2W/ 4W parking
- (iv) entry fee per omni bus
- (v) entry fee per Government Mofussil (SETC, TNSTC, PRTC) buses
- (vi) cloak room
- (vii) dormitory
- (viii) Any other charges with the approval of the Authority

5. Annexures

5.1. Annexure 1 – Intentionally deleted

5.2. Annexure 2 – Area Statement

i. Site Area - Summary

S.No	Particulars	Area (Sqm)	Area (Acre)
1	MTC Bus stand	31,297	7.73
2	Mofussil Bus Terminal	1,83,777	45.41
3	Idle Bus parking	37,960	9.38
	Total	2,53,034	62.52

ii. Detailed Site Area

S.No	Particulars	Area (Sqm)	Area (Sft)
1	MTC Bus Terminal Area	31,297	3,36,883
1	Administration Area & Others	1,029	11,080
1	Administration Building	469	5,046
2	RO Reject water collection well	23	250
3	Circulation / Open Area	537	5,784
4	Sewage Pumping well	39	416
2	Road & Circulation	26,920	2,89,764
1	Road	20,921	2,25,189
2	Walkway 1	888	9,554

S.No	Particulars	Area (Sqm)	Area (Sft)
3	Walkway 2	687	7,393
4	Walkway 3	339	3,649
5	Walkway 4	961	10,340
6	Walkway 5 & 6	543	5,849
7	Platform 1 & 2	862	9,276
8	Platform 3 - 7	884	9,518
9	Platform 8	193	2,076
10	Platform 9 & 10	483	5,201
11	Area btw MTC workshop & walkway	93	1,004
12	Stairs from Subway & Lift	66	714
3	Others	3,276	35,262
1	Workshop Building	761	8,192
2	Steps	147	1,577
3	Adjacent Building	193	2,076
4	Steps	17	181
5	MTC Public Toilet Block	104	1,122
6	Ramp & corridor	40	433
7	Sewage Collection Well	9	98
8	Effluent Collection Well	14	148
9	Landscape	349	3,757
2	Mofussil Bus Terminal Area	1,83,777	19,78,176
1	Terminal Building	15,588	1,67,785
2	Corridor & Bus Fingers	12,209	1,31,423

S.No	Particulars	Area (Sqm)	Area (Sft)
1	Corridor & Bus Finger (Circulation)	11,132	1,19,828
2	Shops on the Corridor – 16 Nos	84	899
3	Seating Area – 536 Nos	242	2,600
4	Gents Toilet	216	2,321
5	Lobby 1	88	952
6	Lobby 2	27	294
7	Ladies Toilet	252	2,713
8	Ramp	95	1,027
3	Circulation between Bus Fingers and Road	1,04,930	11,29,463
1	Circulation between bus fingers	53,897	5,80,145
2	Road	50,193	5,40,273
3	Arc Base	22	235
4	Median 1 - 3	818	8,810
4	Open ground	20,224	2,17,691
5	Others	30,825	3,31,800
<i>1</i>	<i>Walkway 1</i>	<i>672</i>	<i>7,236</i>
<i>2</i>	<i>Walkway 2</i>	<i>1,987</i>	<i>21,385</i>
<i>3</i>	<i>Auto-platforms</i>	<i>715</i>	<i>7,694</i>
1	Paved Area/STP	1,213	13,062
2	ETP	47	508
3	Circulation	3,007	32,362
1	Workshop building	2,083	22,420
2	Staff Toilet	162	1,747

S.No	Particulars	Area (Sqm)	Area (Sft)
3	Paved Area	4,899	52,729
4	Landscape	437	4,703
1	Islands on Road	360	3,873
2	Landscape along Walkway	3,658	39,377
3	Landscape adjacent to Parking (South)	3,023	32,537
4	Landscape adjacent to Parking (North)	6,580	70,823
3	Idle Bus Parking Area	37,960	4,08,602

iii. Detailed Built-Up Area

S.No	Particulars	Area (Sqm)	Area (Sft)
1.	MTC Admin Office		
	Ground Floor	459	4,937
1	Entrance Porch	17	187
2	Ramp	14	155
3	Reception	37	397
4	Time Office 1	73	785
5	Time Office 2	67	717
6	Staircase	24	262
7	Gents Toilet	70	755
8	Ladies Toilet	59	637
9	PCP	5	51
10	Corridor	33	351
11	Backside steps	8	91

S.No	Particulars	Area (Sqm)	Area (Sft)
12	Ramp	19	199
	First Floor	372	4,006
1	Storeroom	43	468
2	CCTV Room	33	355
3	Workers Refreshment Area	118	1,267
4	Manager's Room	45	480
5	Corridor	33	357
6	Staircase	24	262
7	Ladies Toilet	18	195
8	Gents Toilet	20	210
	Terrace Floor	364	3,918
1	Staircase	34	363
2	Open Terrace	309	3,326
3	NW Tank	21	227
4	Flushing water tank	11	122
5	Firefighting Tank	9	101
6	RO water tank	17	186
7	Domestic Water Tank	34	361
2.	MTC Workshop		
	Ground Floor	915	9,848
1	Ramp	83	898
2	Corridor	63	679
3	Workshop	590	6,346

S.No	Particulars	Area (Sqm)	Area (Sft)
4	Electrical Room	24	260
5	Storeroom	24	263
6	Office	24	264
7	Staircase	14	153
8	Cavity beside staircase	2	23
9	Passage	15	162
10	Gents Toilet	16	167
11	Ladies Toilet	12	127
12	Back steps 1	5	50
13	Back steps 2	5	50
	Mezzanine Floor	146	1,575
1	Storeroom	52	557
2	Office	33	353
3	Staircase	14	152
4	Corridor	38	409
	Terrace & Roof	781	8,411
1	Roof	741	7,978
2	Low Terrace	40	433
3.	Mofussil Terminal Building		
	Ground Floor	14,437	1,55,401
1	Admin Area	832	8,962
2	Commercial Area	2,178	23,445
3	Circulation	8,435	90,802

S.No	Particulars	Area (Sqm)	Area (Sft)
4	Waiting area	1,951	21,006
5	Public Convenience	594	6,395
6	Staircase (8No.s)	141	1,520
7	Lift (8No.s)	52	565
8	Ducts	217	2,345
9	Ventilator shaft (x4)	33	358
	First Floor	11,151	1,20,025
1	Admin area	214	2,310
2	Commercial Area	2,091	22,514
3	Dormitory	1,968	21,189
4	Toilets	857	9,230
5	Circulation	2,213	23,830
6	OTS	2,669	28,737
7	Staircase (10No.s)	928	9,990
8	Lift (8 No.s)	52	565
9	Ducts	153	1,656
	1st Basement Floor	15,703	1,69,029
1	Parking slots	6,019	64,793
2	Driveway	9,064	97,571
3	Stairs (10 Nos)	382	4,120
4	Lift (8 Nos)	52	565
5	Ducts	183	1,978
	2nd Basement Floor	17,078	1,83,829

S.No	Particulars	Area (Sqm)	Area (Sft)
1	Circulation	132	1,430
2	Driveway & Parking slots	16,174	1,74,097
3	Stairs (10 Nos)	382	4,120
4	Lift (8 Nos)	52	565
5	Ducts	335	3,615
4.	Mofussil Workshop		
	Ground Floor	1,945	20,937
1	Ramp 1	95	1,023
2	Ramp 2	95	1,023
3	Workshop	1,492	16,057
4	Storeroom 1	81	875
5	Storeroom 2	81	875
6	Office 1	28	299
7	Office 2	28	298
8	Staircase 1	13	141
9	Staircase 2	13	141
10	Cavity near staircase	2	23
11	Cavity near staircase	2	23
12	Back steps	15	158
	Mezzanine Floor	322	3,467
1	Storeroom 3	83	890
2	Storeroom 4	84	907
3	Office 3	28	304

S.No	Particulars	Area (Sqm)	Area (Sft)
4	Office 4	29	307
5	Staircase 1	13	141
6	Staircase 2	13	141
7	Corridors 1 & 2	72	776
	Roof	1,894	20,392
5.	Toilet Block	246	2,650
1	Ramp & Corridor	64	692
2	Landscape	15	166
3	Ladies Toilet	36	391
4	Gents Toilet	83	892
5	Physically challenged Toilet 1	4	41
6	Physically challenged Toilet 2	5	50
7	Ante Room 1	4	46
8	Ante Room 2	3	36
9	Lobby	5	57
6.	Substation		
	Ground Floor	932	10,028
1	Panel Room	174	1,878
2	DG Room	412	4,433
3	Transformer room 1	62	672
4	Transformer room 2	62	672
5	Ramps & staircase	93	1,003
6	Future Transformer	71	767

S.No	Particulars	Area (Sqm)	Area (Sft)
	First Floor	397	4,274
1	Panel Room	317	3,411
2	Staircase & corridor	60	642
	Terrace Floor	377	4,058
1	Open Terrace	339	3,653
2	Staircase	38	405
7.	UG Sump	502	5,408
1	Staircase	22	241
2	Pump room	82	885
3	Water treatment Plant Room	80	864
4	Treated Water Sump	68	731
5	Raw Water Sump	68	737
6	Fire Fighting Sump	62	662
7	Fire Fighting Sump 2	62	662
8.	Fire Sump & Pump Room	303	3,257
1	Staircase	17	178
2	Pump room	102	1,097
3	Firefighting sump 1	51	554
4	Firefighting sump 2	51	554
5	Raw water sump	18	191
6	Treated water sump	18	191

Note :The Bidders are required to obtain detailed drawings from the Authority as mentioned in Annexure 8, visit the Project Site and satisfy themselves before submission of Bid.

5.3. Annexure 3 – Details of Available Assets at Kilambakkam

S. No	Description	Unit	Amount
1.	Sanitaryware and CP fittings		
1	Indian Water Closet (Orrisa Pan)	Nos	253
2	Floor mounted European Water closet double flapped seat cover	Nos	52
3	Wash Basin of Oval size 560 x 450 mm with all accessories	Nos	276
4	Earthenware Smart Urinal, Size: 26 x 31 x 41.5 cm	Nos	189
5	White glazed Floor Mounted European water closet with inbuilt porcelain cistern 6/3 LPF and Wash Basin for Physically Challenged Persons with necessary Grab Rails, hinged rails for support, pan connector bend, check nut, stopcock etc.,	Nos	13
6	C.P. Head shower Overhead Shower ø100mm Round Shape Single Flow & Shower Arm	Nos	83
7	C.P. Soap Dish Holder with wall flange	Nos	83
8	Chromium plated Double Coat hook	Nos	398
9	CP Towel Rail 600 MM long -20MM dia with bracket	Nos	69
10	Stainless steel kitchen sink with drain board - Single Bowl with drain board 32X20X8" stainless steel kitchen sink with brass Chromium Plated swivel type extended swing sink cock	Nos	60
2.	Pumps		

S. No	Description	Unit	Amount
1	Hydropneumatics Booster pump System with VFD for Domestic water OHT filling. total 7 LPS - Each pump Discharge 3.5 lit / sec	Nos	3
2	Hydropneumatics Booster pump System with VFD for flushing water OHT filling from STP UF treated water tank. TOTAL 6 LPS- Each pump Discharge 3.0 lit / sec	Nos	3
3	Hydropneumatics Booster pump System with VFD for gardening purpose. Total-6 LPS - Each pump Discharge 3.0 lit / sec	Nos	1
4	Normal Transfer Pump to Pump the excess STP Treated Water from STP Treated Water Tank. Total-9 LPS - Each pump Discharge 4.5 lit / sec	Nos	1
5	Submersible dewatering pump with adequate HP capable of giving a required discharge at suitable head. Total-2LPS - Each pump Discharge 2.0 lit / sec	Nos	4
6	RO Reject Water Transfer Pump. submersible dewatering pump with adequate HP capable of giving a required discharge at suitable head. Total-1.5LPS - Each pump Discharge 1.5lit / sec	Nos	1
7	RO Reject Water Transfer Pump. submersible dewatering pump with adequate HP capable of giving a required discharge at suitable head. Total-3 LPS - Each pump Discharge 3 lit / sec	Nos	1

S. No	Description	Unit	Amount
8	Sewage Cutter Version Pump. Submersible Sewage Cutter Version Pump. Total-5 LPS - Each pump Discharge 2.5lit / sec	Nos	1
9	Borewell submersible pump. Stainless steel Borewell vertical Submersible pump. Discharge 2.0 lit / sec Head 200 mt	Nos	10
3.	Sewage Treatment Plant		
1	Raw Water Pumping Station - Manual Coarse Screen with Rack MOC: SS 304 Type: Manual with handle for lifting	Nos	1
2	Sewage Transfer Pumps (2 W + 1 S) including Pump, Motor and Air blower Type: Submersible Type, Centrifugal, Non- Clog Material of Construction: CI Capacity: 15 m3/hour @ 12 m head	Nos	3
3	Air Blower Type: Roots, Twin lobe Material: Cast Iron Capacity: 200 m3 / hr	Nos	2
4	Motor Type: Horizontal, TEFC, Squirrel Cage, Induction with Variable Frequency Drives and soft Starters Capacity: 7.5 HP	Nos	2
5	AIR grid for sewage collection tank - MS Air Grid externally and UPVC air grid internally (Inside the collection tank) for equalization and to keep the collection tank in live Condition	Nos	1

S. No	Description	Unit	Amount
6	Manual Fine Screen MOC: SS 304 Type: Manual with handle for lifting	Nos	2
7	Biological Treatment Units - Air Blower for Sbr Tank		
A	Air Blower Type: Roots, Twin lobe Material: Cast Iron & Capacity: 400 m ³ / hr	Nos	2
B	Motor Type: Horizontal, TEFC, Squirrel Cage, Induction with Variable Frequency Drives and soft Starters Capacity: 15HP	Nos	2
8	Return Activated Sludge Pumps - Type: Submersible Type, Centrifugal, Non-Clog Material of Construction: CI Capacity: 10 m ³ /hour @ 10 m head	Nos	2
9	Surplus Activated Sludge Pumps - Type: Submersible Type, Centrifugal, Non Clog Material of Construction: CI Capacity: 10 m ³ /hour @ 15 m head	Nos	2
10	Decaners Decanter Assembly with Core Parts including Actuator, Motor with Gear Box, Variable Frequency Drive, Mercury Float Switch, Magnetic Limit Switch etc. complete Type: Moving Weir & MOC: SS 304	Nos	2
11	Fine Bubble Membrane Diffusers in Aeration Zone Of C-Tech Basins Fine Bubble Membrane Diffusers in Aeration Zone of	Nos	2 / 1 Set

S. No	Description	Unit	Amount
	C-Tech Basins Type: Tubular & MOC: Polyurethane		
12	Air Grid on For Diffusers in Aeration Zone Of C-Tech Basins Air Grid in for Diffusers in Aeration Zone of C-Tech Basins Type: Fixed MOC: UPVC	Nos	2 / 1 Set
13	Air Grid in Selector Zone - SS 304 Air Grid for selector Zone of with required supports etc	Nos	2 / 1 Set
14	Mitre Bend Puddle Flange with Common Header for Decanter MOC: SS 304, Size:12", Miter Bend Puddle Flange with required bolt nut with gasket	Nos	2 / 1 Set
15	Grouting of Decanter pockets Make: Sika 42, Grouting for 32 Nos Pocket of Quantity: 200 Kg NaOCl / PAC dosing system	Set	1
16	NAOCL Tank: MOC: HDPE/PP Capacity: 200 litres - 1No	Nos	1
17	Pump: Type: Metering Capacity: 0 - 10 LPH - 2Nos	Nos	1
18	Filter Feed Transfer Pumps (1W + 1S) Type: Horizontal Mono bloc pumps	Nos	2

S. No	Description	Unit	Amount
	Capacity: 30 m ³ /hour @ 24 m head, supplied with Base plates, coupling and foundation bolts		
19	Pressure Sand Filter - Supply, erection and commissioning of Vertical sand filter with following specifications Type: Vertical, Cylindrical Design Pressure: 5.0 kg/cm ² Working Pressure: 3.0 kg/cm ² Service flow rate: 30 m ³ /hour	Set	1
20	Activated Carbon Filter - Supply, erection and commissioning of Activated carbon Filter with following specifications Type: Vertical, Cylindrical Design Pressure: 5.0 kg/cm ² Working Pressure: 3.0 kg/cm ² Service flow rate: 30 m ³ /hour	Set	1
4.	Water Treatment Plant I		
1	Raw water Transfer pump (Filter Feed Pump) Technical Parameters: Equipment -Filter Feed Pump Flow Rate -30m ³ /hr & Head - 35 mts No. of Pumps - 1 Working & 1 standby - Total 2nos (1set) Pump Type -Horizontal Monoblock	Set	1
2	Pressure Sand Filter Shell Thickness:6 mm Dish Thickness: 8 mm	Set	1

S. No	Description	Unit	Amount
	Distribution system: Lateral distribution system. Design Pressure: 5.0 Kg / cm ² Working Pressure: 2.5 - 3 Kg / cm ²		
3	Activated Carbon Filter Shell Thickness:6 mm Dish Thickness: 8 mm Distribution system: Lateral distribution system. Design Pressure: 5.0 Kg / cm ² Working Pressure: 2.5 - 3 Kg / cm ²	Set	1
4	Hypo Dosing System Providing, installing, testing and commissioning of Hypo Dosing System with HDPE tank and in-built dosing pump of suitable capacity complete with internal arrangements for flow distribution at inlet and outlet, including etc complete Equipment -Dosing pump - No. offered -1 Flow Rate - 12LPH @ 4Kg / Sq. cm Equipment - Dosing Tank Solution tank -One no. 200 litres capacity. HDPE tank with pump mounting assembly suction and discharge hoses etc.	Set	1
5	SOFTNER (Optional) Design Pressure: 5.0 Kg / cm ² Working Pressure: 2.5 - 3 Kg / cm ² Flow Rate -30m ³ /hr		
5.	Water treatment Plant II		

S. No	Description	Unit	Amount
1	Raw water Transfer pump (Filter Feed Pump) Technical Parameters: Equipment -Filter Feed Pump Flow Rate -7m ³ /hr & Head - 35 mts No. of Pumps - 1 Working & 1 standby - Total 2nos (1set) Pump Type -Horizontal Monoblock	Set	1
2	Pressure Sand Filter Shell Thickness:6 mm Dish Thickness: 8 mm Distribution system: Lateral distribution system. Design Pressure: 5.0 Kg / cm ² Working Pressure: 2.5 - 3 Kg / cm ²	Set	1
3	Activated Carbon Filter Dish Thickness: 8 mm Distribution system: Lateral distribution system. Design Pressure: 5.0 Kg / cm ² Working Pressure: 2.5 - 3 Kg / cm ²	Set	1
4	Hypo Dosing System - Providing, installing, testing and commissioning of Hypo Dosing System with HDPE tank and in-built dosing pump of suitable capacity complete with internal arrangements for flow distribution at inlet and outlet, including etc complete. Equipment -Dosing pump No. offered -1 Flow Rate - 6LPH @ 4Kg / Sq. cm Equipment - Dosing Tank	Set	1

S. No	Description	Unit	Amount
	Solution tank -One no. 100 litres capacity. HDPE tank with pump mounting assembly suction and discharge hoses etc.		
5	Softener (Optional) Design Pressure: 5.0 Kg / cm ² Working Pressure: 2.5 - 3 Kg / cm ² Flow Rate -7m ³ /hr		
6.	Rainwater Treatment Plant		
1	Raw water Transfer pump (Filter Feed Pump) Equipment -Filter Feed Pump - Flow Rate: 30m ³ /hr - Head : 35 mts No. of Pumps - 1 Working and 1 standby - Total 2nos (1set) @ RPM -2900	Set	1
2	Dual Media Filter with flow Rate -30m ³ /hr Design Pressure: 5.0 Kg / cm ² Working Pressure: 2.5 - 3 Kg / cm ²	Set	1
3	Hypo Dosing System Equipment -Dosing pump - No. offered: 1 Flow Rate - 12LPH @ 4Kg / Sq. cm Equipment - Dosing Tank Solution tank -One no. 200 litres capacity. HDPE tank with pump mounting assembly suction and discharge hoses etc - Capacity: 200 litres	Set	1
4	Reverse Osmosis Plant Equipment - RO feed pump with Flow Rate - 4.5 m ³ /hr No. of Pumps - 1Working and 1 standby - Total 2nos (1set)	Set	1

S. No	Description	Unit	Amount
5	Micron Filter Capacity - 4500 lph	Set	2
6	High Pressure Pump with Motor: Flow rate - 4500 lph Power Rating - 3 HP, 415 V, AC, 50 HZ	Nos	2
7	Flocculant & Antiscalent dosing system: Capacity of Dosing Pump - 6 lph Dosing Tank - 50 Litres	Nos	2
8	RO Membranes – Membranes - 4” dia x 40 “long – Thin Film Composite Membranes	Nos	16
9	Chemical Cleaning System Tank - 1000 litres Cleaning Pump - 4.0 m3 / hr	Nos	1
7.	Electrical Works		
1	11 KV HT System		
A	11KV Ring Main Gear incoming (2 Sources): 11kV, 630A, 500MVA Load break Switch with necessary required accessories - 2Nos OUTGOING: 11kV, 630A, 500MVA vacuum Circuit Breaker with necessary required accessories: 1No	Set	1
B	11KV single VCB HT panel-outdoor type 11kV, 630A, 500MVA VCB (vacuum Circuit Breaker) with necessary required accessories - 1No	Set	1
C	11KV HT Panel-Indoor Type (Extendable Type)	Set	1

S. No	Description	Unit	Amount
	Incomer: 11kV, 630A, 500MVA VCB (Vacuum Circuit Breaker) with necessary required accessories - 1 No OUTGOING: 11kV, 630A, 500MVA VCB (Vacuum Circuit Breaker with necessary required accessories: 2 Nos.		
D	11KV / 433V 2000 KVA ONAN TYPE OLTC TRANSFORMER - 2000KVA 11 KV/433 V (Oil type) low loss type(As per IS1180, 2016, energy efficiency level II and ester Oil), in door Power Transformer, DELTA/STAR (DYn11) with all the accessories, equipment as per the detailed specification	Set	1
E	Battery Charger - Battery Charger 110V DC 100 AH Trip unit combined with trickle & boost charge facilities with battery bank (DC Lead Acid Battery) & Distribution Board	Set	1
2	MPCC Panel & LT Sub Panels		
A	11KV/433V 2000KVA ONAN type transformers & DG source of 415V through synchronising panel EB Incomer: 2 Nos. 3200 Amps 4 Pole 65 KA & Each Incomer shall have 1 No. 3200A/5A CT with CL:5P10,15VA with suitable control fuse For APFCR RELAY in the capacitor panel with 1 No. Spike Protection Device, 1 No. Maximum Demand controller and 1 No. Digital type Multifunction meter, 1 Set of 2 overcurrent and 1 Earth fault relay , Master Trip relay & Stan, 1 Set of		

S. No	Description	Unit	Amount
	<p>'RYB' and 'ON','OFF','TRIP' indication lamps connected with suitable control fuse</p> <p>DG Incomer: 2 Nos. 3200 Amps 4 Pole 65KA & Each DG Incomer shall have 1 No. Digital type Multifunction meter with RS Port</p> <p>Solar Incomer: 2 Nos. 1250 Amps 4 Pole 65KA and Each Solar Incomer shall have 1 No. Digital type Multifunction meter with RS Port and connected with 1 NO.1250/5A CL.1 15VA CT</p> <p>Bus coupler: 1 No. 3200 Amps 4 Pole 65KA EDO ACB without releases</p> <p>Outgoings</p> <p>SECTION - A</p> <p>800A , TP 50 kA , MCCB – 2Nos for capacitor panel with Ammeter</p> <p>800A , TP 50 kA , MCCB – 3Nos</p> <p>630A TPN 50kA MCCB- 4 Nos.</p> <p>400A TPN 50kA MCCB- 1 No.</p> <p>250A TPN 50kA MCCB- 1 Nos</p> <p>200A TPN 50kA MCCB- 9 Nos.</p> <p>SECTION - B</p> <p>800A , TP 50 kA , MCCB – 2Nos for capacitor panel with Ammeter</p> <p>800A TPN 50kA MCCB -3 Nos.</p> <p>630A TPN 50kA MCCB- 4 Nos.</p> <p>400A TPN 50kA MCCB- 4 Nos.</p> <p>250A TPN 50kA MCCB- 1 Nos.</p> <p>200A TPN 50kA MCCB- 5 Nos.</p>		

S. No	Description	Unit	Amount
	Main Power Control Centre (MPCC) - 3200Amps 4P Aluminum busbars		
B	<p>APFCR PANEL 1 ,2,3 & 4</p> <p>Incoming: -800A, TP MDO MCCB 50 KA</p> <p>Outgoing: Total 350 KVAR (12 Nos switching steps).</p> <p>2 sets of 100 KVAR (4x 25 KVAR-with Detuned filters) with 400A TP MCCB and 400A contactor & Suitable Thyrister controlled Reactors and necessary reactors.</p> <p>2 sets of 50 KVAR (2x 25 KVAR R-with Detuned filters) with 200A TP MCCB and 200A contactor & Suitable Thyrister controlled Reactors and necessary reactors.</p> <p>1 set of 25 KVAR (1x 25 KVAR R-with Detuned filters) with 125A TP MCCB and 125A contactor & Suitable Thyrister controlled Reactors and necessary reactors.</p> <p>2 sets of 10 KVAR (1x 10 KVAR R-with Detuned filters) with 63A TP MCCB and 63A contactor & Suitable Thyrister controlled Reactors and necessary reactors.</p> <p>1 set of 5 KVAR (1x 5 KVAR R-with Detuned filters) with 32A TP MCCB and 32A contactor & Suitable Thyrister controlled Reactors and necessary reactors.</p> <p>Capacitors-350 kVA</p> <p>800A Amps TPN Aluminum busbars</p>		
C	B1 and B2 Common Panel		

S. No	Description	Unit	Amount
	Incoming - 1 No: 630A TPN 50kA MCCB,1 set - Digital Combined meter,1 set - LED type RYB, ON, OFF, TRIP indication lamps.1 set - 630 /5A CT CL 1.0 10VA Outgoings:2 Nos - 200A 16KA TPN MCCB, 6 Nos - 63A 16KA TPN MCCB,8 Nos - 125A 16KA TPN MCCB		
D	GF Finger Panel – 1 Incoming: 1 No: 200A TPN 25kA MCCB,1 set 1 No: 200A TPN 25kA MCCB Outgoings: 9 Nos - 63A 16KA TPN MCCB ,3 Nos - 125A 16KA TPN MCCB		
E	Utility Panel -1 Incoming; 1 No: 800A TPN 50kA MCCB, 1 set, 1 set -800 /5A CT CL 1.0 10VA Outgoings: 8 Nos - 63A 16KA TPN MCCB WITH DUAL SOURCE ENERGY METER 2 Nos - 400A 25KA TPN MCCB with dual source energy meter 2 Nos - 200A 25KA TPN MCCB with dual source energy meter 2 Nos -125A 16KA TPN MCCB with dual source energy meter		
F	MTC office panel Incoming: 1 No: 200A TPN 25kA MCCB, 1 set -200 /5A CT CL 1.0 10VA Outgoings: 10 Nos - 63A 16KA TPN MCCB with dual source energy meter		

S. No	Description	Unit	Amount
E	Workshop Panel Incoming:1 No: 200A TPN 25kA MCCB, 1 set - 200 /5A CT CL 1.0 10VA Outgoings: 8 Nos - 63A 16KA TPN MCCB 5 Nos - 125A 16KA TPN MCCB		
F	MAIN ELSB Incoming: 2 No: 125A 16kA TP+2N MCCB,.1 set -125A /5A CT CL 1.0 10VA,1 Set - Surge protector of 100kA with suitable back up fuse Outgoings: 4 Nos - 63A 16KA TPN MCCB 16 Nos - 32A 16KA TP+2N MCCB		
G	Sub ELSB-1 Incoming:1 No: 63A 16kA TP+2N MCCB ,1 set -63A /5A CT CL 1.0 10VA Outgoings: 11 Nos - 32A 16KA TP+2N MCCB		
F	GF common panel Incoming: 1 No: 630A 35kA TPN MCCB, 1 set -630A /5A CT CL 1.0 10VA Outgoings: 16 Nos - 63A 16KA TPN MCCB 4 Nos - 125A 16KA TPN MCCB		
G	GF shop panel Incoming:1 No: 200A 25kA TPN MCCB, 1 set -200A /5A CT CL 1.0 10VA Outgoings: 14 Nos - 63A 16KA TPN MCCB 2 Nos - 125A 16KA TPN MCCB		
H	GF shop panel-2		

S. No	Description	Unit	Amount
	Incoming:1 No: 200A 25kA TPN MCCB, 1 set -200A /5A CT CL 1.0 10VA Outgoings: 16 Nos - 63A 16KA TPN MCCB		
I	GF shop panel-3 Incoming:1 No: 200A 25kA TPN MCCB, 1 set -200A /5A CT CL 1.0 10VA Outgoings: 18 Nos - 63A 16KA TPN MCCB		
J	GF shop panel-3 Incoming:1 No: 200A 25kA TPN MCCB, 1 set -200A /5A CT CL 1.0 10VA Outgoings: 18 Nos - 63A 16KA TPN MCCB		
K	GF shop panel-5 Incoming:1 No: 200A 25kA TPN MCCB, 1 set -200A /5A CT CL 1.0 10VA Outgoings: 14 Nos - 63A 16KA TPN MCCB		
L	GF shop panel-6 Incoming:1 No: 200A 25kA TPN MCCB, 1 set -200A /5A CT CL 1.0 10VA Outgoings: 15 Nos - 63A 16KA TPN MCCB		
M	FF common panel - 1 Incoming: 1 No: 600A 25kA TPN MCCB, 1 set -400A /5A CT CL 1.0 10VA Outgoings: 15 Nos - 63A 16KA TPN MCCB 8 Nos - 125A 16KA TPN MCCB		
N	FF SHOP PANEL - 1 Incoming:1 No: 630A 35kA TPN MCCB, 1 set -630A /5A CT CL 1.0 10VA Outgoings: 17 Nos - 63A 16KA TPN MCCB		

S. No	Description	Unit	Amount
	3 Nos - 125A 16KA TPN MCCB		
O	FF shop panel - 2 Incoming:1 No: 630A 35kA TPN MCCB, 1 set -630A /5A CT CL 1.0 10VA Outgoings: 15 Nos - 63A 16KA TPN MCCB 1 Nos - 125A 16KA TPN MCCB		
P	FF shop panel - 3 Incoming:1 No: 630A 35kA TPN MCCB, 1 set -630A /5A CT CL 1.0 10VA Outgoings: 12 Nos - 63A 16KA TPN MCCB 2 Nos - 125A 16KA TPN MCCB		
Q	Lift Panel - Incoming:1 No: 250A 25kA TPN MCCB, 1 set -250A /5A CT CL 1.0 10VA Outgoings - 12 Nos - 63A 16KA TPN MCCB		
R	Charger panel - Incoming:1 No: 400A 35kA TPN MCCB, 1 set -400A /5A CT CL 1.0 10VA Outgoings: 7 Nos - 125A 16KA TPN MCCB		
S	Utility panel -1 - Incoming; 1 No: 800A TPN 35kA MCCB, 1 set, 1 set -800 /5A CT CL 1.0 10VA Outgoings: 4 Nos - 63A 16KA TPN MCCB with dual source energy meter 2 Nos -125A 16KA TPN MCCB with dual source energy meter 3 Nos - 200A 25KA TPN MCCB with dual source energy meter		

S. No	Description	Unit	Amount
	1 Nos - 400A 25KA TPN MCCB with dual source energy meter		
T	Fire Fighting Panel-1, Incoming:2 No:630A 50KA TPN MCCB, 1 set -630A /5A CT CL 1.0 10VA Outgoings: 200A TPN MCCB -with suitable DOL starter - 4 Nos 63A TPN MCCB with suitable DOL - 2 Nos		
U	Fire Fighting Panel-2, Incoming:2 No:400A 50KA TPN MCCB, 1 set -400A /5A CT CL 1.0 10VA Outgoings: 200A TPN MCCB -with suitable DOL starter - 3 Nos 63A TPN MCCB with suitable DOL - 2 Nos		
V	IBMS UPS outgoing panel, Incoming:1 No:125A 16kA DP+2N MCCB, 1 set -125A /5A CT CL 1.0 10VA,1 Set - Surge protector of 100kA Outgoings: 9 Nos - 32A 16KA DP+2N MCCB		
W	AUTO START & AUTO SYNC. PANEL INCOMING 1 Sets 2500Amps, TP, 65KA, MCCB with 630A 4 pole neutral isolating contactor 1set of 1000Amps, TP, 65KA, EDO type ACB, shutter assembly with 200A 4 pole neutral isolating contactor Bus coupler 1sets 5000Amps, 4pole, 65KA, EDO ACB		

S. No	Description	Unit	Amount
	Outgoings 3200A 4P EDO ACB 65kA – 2 Nos		
3	Distribution Boards		
A	4 WAY SPN DB'S 4W SPN MCB DB with 'C' curve MCB's Incoming: 1no -32A 10KA DP MCB Outgoing: 4nos -6/10A SP MCB with	Nos	6
B	6 WAY SPN DB'S 6W SPN MCB DB with 'C' curve MCB's Incoming: 1no -32A 10KA DP MCB Outgoing: 6nos -6/10A SP MCB with	Nos	13
C	8 WAY SPN DB'S 8W SPN MCB DB with 'C' curve MCB's Incoming: 1no -32A 10KA DP MCB Outgoing: 8nos -6/10A SP MCB with	Nos	2
D	4 W TPN 7 Segment MCB DB with 'C' curve MCB's Incoming: 1no -63A 10KA TPN MCB Outgoing: 3nos -63A DP MCB with 63A DP 30mA ELCB 12nos - 10A SP MCB	Nos	23
E	4 W TPN 7 Segment MCB DB with 'C' curve MCB's Incoming: 1no -63A 10KA TPN MCB Outgoing: 3nos -63A DP MCB with 63A DP 30mA ELCB 12nos - 20A SP MCB	Nos	2

S. No	Description	Unit	Amount
F	6 W TPN 7 Segment MCB DB with 'C' curve MCB's Incoming: 1no -63A 10KA TPN MCB Outgoing: 3nos -63A DP MCB with 63A DP 30mA ELCB 18nos - 10A SP MCB	Nos	21
G	6W VTPN MCCB DB with 'C' curve MCB's Incoming: 1no -125A 16KA TPN MCCB Outgoing: 6 no's - 32A TP MCB	Nos	2
H	8W TPN 7 Segment MCB DB with 'C' curve MCB's Incoming: 1no -63A 10KA TPN MCB Outgoing: 3nos -63A DP MCB with 63A DP 30mA ELCB 24 no's - 10A SP MCB	Nos	21
I	8W VTPN MCCB DB with 'C' curve MCB's Incoming: 1no -125A 16KA TPN MCCB Outgoing: 8 no's - 32A TP MCB	Nos	3
J	8W VTPN MCCB DB with 'C' curve MCB's Incoming: 1no -125A 16KA TPN MCCB WITH TIMER & contactor Outgoing: 8 no's - 32A TP MCB	Nos	2
K	4 W TPN 7 Segment MCB DB with 'C' curve MCB's Incoming: 1no -63A 10KA TPN MCB Outgoing: 3nos -63A DP MCB with 63A DP 30mA ELCB 12nos - 16/20A SP MCB	Nos	2

S. No	Description	Unit	Amount
	40A DP MCB and ELCB considered		
L	6 W TPN 7 Segment MCB DB with 'C' curve MCB's Incoming: 1no -63A 10KA TPN MCB Outgoing: 3nos -63A DP MCB with 63A DP 30mA ELCB 18nos - 16/20A SP MCB	Nos	2
M	8 W TPN 7 Segment MCB DB with 'C' curve MCB's Incoming: 1no -63A 10KA TPN MCB Outgoing: 3nos -63A DP MCB with 63A DP 30mA ELCB 24nos - 16/20A SP MCB	Nos	10
N	8W VTPN MCCB DB with 'C' curve MCB's Incoming: 1no -125A 16KA TPN MCCB Outgoing: 8 no's - 32A TP MCB	Nos	6
O	12W VTPN MCCB DB with 'C' curve MCB's Incoming: 1no -125A 16KA TPN MCCB Outgoing: 12 no's - 32A TP MCB	Nos	16
P	4 W TPN 7 Segment MCB DB with 'C' curve MCB's Incoming: 1no -63A 10KA TPN MCB Outgoing: 3nos -63A DP MCB with 63A DP 30mA ELCB 12nos - 16/20A SP MCB	Nos	5
Q	MCCBs / MCBs / ISOLATORs / STARTERs etc. 32A 4P MCB with enclosure – 206 Nos 63A 4P MCB with enclosure – 97 Nos		

S. No	Description	Unit	Amount
	63A TPN MCCB with enclosure-for Lift & Escalator – 20 Nos 125A TPN MCCB with enclosure - 7 Nos 125A TP+2N MCCB with enclosure - 3 Nos 125A DP+2N MCCB with enclosure - 1 Nos 32A DP MCCB with enclosure - 35 Nos		
R	Thermoplastic polycarbonate starter panels DOL up to 1.5 HP for jet fans & toilet exhaust fans – 1No DOL up to 1.5 HP for electrical room exhaust - terrace outdoor protection type -(IP 65) – 1No DOL up to 7.5 HP – 1No Star delta 7.5HP – 1No Star delta up to 5HP – 1No Star delta up to 15HP – 1No Star delta up to 20HP for coaxial basement fans – 1No Star delta up to 25HP – 1No		
4	UPS / Inverters 30KVA UPS system with 415V 3 phase input and 415V 3 phase output – 2 Nos 20KVA UPS system with 415V 3 phase input and 230V 1 phase output – 1 Nos		
5	DG set with exhaust pipe, stack and connected works 1500 KVA capacity at 40° C, power factor not less than 0.8 lag, 415 Volts, 1500rpm, 3 phase, 50 Hz, AC supply and driven with diesel engine complete capable of delivering		

S. No	Description	Unit	Amount
	<p>415 Volts, 50Hz, 3 phase, PF 0.8, 1500 KVA load – 1 No</p> <p>500 KVA capacity at 40° C, power factor not less than 0.8 lag, 415 Volts, 1500rpm, 3 phase, 50 Hz, AC supply and driven with diesel engine complete capable of delivering 415 Volts, 50Hz, 3 phase, PF 0.8, 750 KVA load – 1 No</p> <p>Control Panel - Control panel indoor, floor mounting type and 4B construction with IP 54 and 1250Amps, 4pole 50KA, EDO type</p> <p>Tank - 990 litres secondary oil doublejacket storage tank (Day Tank) – 2 Nos</p>		
8.	Fire Protection System		
1	<p>Pump Room</p> <p>Main Electrical Driven Fire Pump set - electrically driven pump set as per specification. Motor TEFC type, 2900 rpm, 415V, 50 cycle frequency 3 phase class ‘F’ insulation, I.P. 55 protection, suitable HP, starting on DOL – 2 Nos</p> <p>Main Electrical Driven Fire Pump set (Water Curtain System)</p> <p>electrically driven pump set as per specification. Motor TEFC type, 2900 rpm, 415V, 50 cycle frequency 3 phase class ‘F’ insulation, I.P. 55 protection, suitable HP, starting on DOL – 1 Nos</p> <p>Jockey Pump set - electrically driven Horizontal end suction pump set as per</p>		

S. No	Description	Unit	Amount
	<p>specification. Motor TEFC type, 2900 RPM 415 V, 50 cycles, 3 phase, class 'F' insulation, IP 55 protection, suitable HP starting on DOL – 2 Nos</p> <p>Booster Pump set - electrically driven pump set as per specification. Motor TEFC type, 2900 RPM, 415 V 50 cycle, 3 phase Class 'F' insulation, IP - 55 protection suitable HP and starting on DOL</p> <p>54 m3. /Hour at 35 M head – 1 No 27 m3. /Hour at 35 M head – 1 No</p> <p>Standby Diesel Engine Pump - Diesel engine driven pump having RPM between 1800 to 2100 & the pump shall be capable to delivery 137m3/hr at 70-meter head</p> <p>Air vessel – pre-charged air vessel (size 450 mm Dia & 1500 mm height) for pressurization of hydrant system completes withadequate pressure switches – 2 Nos</p>		
2	<p>Portable Extinguisher - ABC type fire extinguisher with Capacity - 4kg – 159 Nos</p> <p>CO2 type cylindrical shape fire extinguisher with Capacity - 4.5kg – 45 Nos</p> <p>Mechanical foam type fire extinguishers of 9 lit capacity – 7 Nos</p> <p>Mechanical foam type fire extinguishers of 50 Lit Capacity – 2 Nos</p> <p>DCP type fire extinguishers of Capacity - 6.0kg – 5 Nos</p>		

S. No	Description	Unit	Amount
	Clean agent type fire extinguishers Capacity - 2.0kg – 2 Nos		
3	Routine Maintenance of Sprinkler System including Valves, Reducers, high velocity water spray system, Fire alarm System, Public Address System etc.		
9.	Air Conditioning and Mechanical Ventilation System		
1	AMCA certified double skin Ventilation Fan Units Air flow rate: 4200CFM – 4 Nos External Static Pressure: 300 Pa Air flow rate: 10500CFM – 2 Nos External Static Pressure: 300 Pa Air flow rate 11000CFM – 1 Nos External Static Pressure: 300 Pa Air flow rate 13500CFM – 4 Nos External Static Pressure: 300 Pa Air flow rate: 7200 CFM – 1 Nos External Static Pressure: 250 Pa Air flow rate: 7200 CFM – 1 Nos External Static Pressure: 250 Pa Air flow rate: 6550 CFM – 1 Nos External Static Pressure: 250 Pa (Outdoor type) Air flow rate: 6300 CFM – 1 Nos External Static Pressure: 250 Pa (Outdoor type) Air flow rate: 6300 CFM – 1 Nos External Static Pressure: 250 Pa (Outdoor type) Air flow rate: 12325 CFM – 1 Nos External Static Pressure: 250 Pa		

S. No	Description	Unit	Amount
2	<p>Cabinet type ducted-in-line Exhaust air fans Air flow rate: 2850 CFM – 1 Nos External Static Pressure: 300 Pa (Outdoor type) Air flow rate: 2750 CFM – 1 Nos External Static Pressure: 300 Pa (Outdoor type)</p>		
3	<p>SISW Backward curve centrifugal fan Air flow rate: 7850 CFM – 1 Nos External Static Pressure: 300 Pa (Outdoor type) Air flow rate: 7850 CFM – 1 Nos External Static Pressure: 300 Pa (Outdoor type) Air flow rate: 8050 CFM – 1 Nos External Static Pressure: 250 Pa Air flow rate: 8050 CFM – 1 Nos External Static Pressure: 250 Pa (Outdoor type) Air flow rate: 8200 CFM – 1 Nos External Static Pressure: 300 Pa (Outdoor type) Air flow rate: 8950 CFM – 1 Nos External Static Pressure: 300 Pa (Outdoor type) Air flow rate: 8950 CFM – 1 Nos External Static Pressure: 300 Pa (Outdoor type) Air flow rate: 14550 CFM – 1 Nos External Static Pressure: 250 Pa (Outdoor type) Air flow rate: 15350 CFM – 1 Nos</p>		

S. No	Description	Unit	Amount
	<p>External Static Pressure: 300 Pa (Outdoor type) Air flow rate: 3500 CFM – 2 Nos External Static Pressure: 250 Pa (Outdoor type) Air flow rate: 3900 CFM – 1 Nos External Static Pressure: 300 Pa (Outdoor type) Air flow rate: 3400 CFM – 1 Nos External Static Pressure: 300 Pa (Outdoor type) Air flow rate: 4450 CFM – 1 Nos External Static Pressure: 100 Pa (Outdoor type) Air flow rate: 3700 CFM – 1 Nos External Static Pressure: 250 Pa (Outdoor type) Air flow rate: 6000 CFM – 2 Nos External Static Pressure: 300 Pa (Outdoor type)</p>		
4	<p>Cabinet type ducted-in-line ventilation fans Air flow rate: 3150 CFM – 1 Nos External Static Pressure: 250 Pa (Outdoor type) Air flow rate: 2750 CFM – 1 Nos External Static Pressure: 250 Pa (Outdoor type) Air flow rate: 2250 CFM – 1 Nos External Static Pressure: 250 Pa (Outdoor type) Air flow rate: 2200 CFM – 1 Nos</p>		

S. No	Description	Unit	Amount
	External Static Pressure: 250 Pa (Outdoor type)		
5	<p>Propeller type direct drive fan Air flow rate: 1450 CFM – 1 Nos Indicative Fan Motor: 0.55 KW, 4 pole, 1 Phase</p> <p>Air flow rate: 1000 CFM – 1 Nos Indicative Fan Motor: 0.55 KW, 4 pole, 1 Phase</p> <p>Air flow rate: 1150 CFM – 1 Nos Indicative Fan Motor: 0.55 KW, 4 pole, 1 Phase</p> <p>Air flow rate: 850 CFM – 1 Nos Indicative Fan Motor: 0.55 KW, 4 pole, 1 Phase</p> <p>Air flow rate: 1450 CFM – 1 Nos Indicative Fan Motor: 0.55 KW, 4 pole, 1 Phase</p> <p>Air flow rate: 1000 CFM – 1 Nos Indicative Fan Motor: 0.55 KW, 4 pole, 1 Phase</p> <p>Air flow rate: 1150 CFM – 1 Nos Indicative Fan Motor: 0.55 KW, 4 pole, 1 Phase</p> <p>Air flow rate: 850 CFM – 1 Nos Indicative Fan Motor: 0.55 KW, 4 pole, 1 Phase</p> <p>Air flow rate: 1500 CFM – 2 Nos Indicative Fan Motor: 0.55 KW, 4 pole, 1 Phase</p> <p>Air flow rate: 400 CFM – 8 Nos</p>		

S. No	Description	Unit	Amount
	<p>Indicative Fan Motor: 0.22 KW, 4 pole, 1 Phase Air flow rate: 100 CFM – 1 Nos</p> <p>Indicative Fan Motor: 0.22 KW, 4 pole, 1 Phase Air flow rate: 420 CFM – 6 Nos</p> <p>Indicative Fan Motor: 0.22 KW, 4 pole, 1 Phase Air flow rate: 275 CFM – 24 Nos</p> <p>Indicative Fan Motor: 0.22 KW, 4 pole, 1 Phase Air flow rate: 250 CFM – 30 Nos</p> <p>Indicative Fan Motor: 0.22 KW, 4 pole, 1 Phase Air flow rate: 150 CFM – 6 Nos</p> <p>Indicative Fan Motor: 0.22 KW, 4 pole, 1 Phase Air flow rate: 175 CFM – 6 Nos</p> <p>Indicative Fan Motor: 0.22 KW, 4 pole, 1 Phase Air flow rate: 1350 CFM – 1 Nos</p> <p>Indicative Fan Motor: 0.55 KW, 4 pole, 1 Phase Air flow rate: 550 CFM – 4 Nos</p> <p>Indicative Fan Motor: 0.55 KW, 4 pole, 1 Phase Air flow rate: 500 CFM – 4 Nos</p> <p>Indicative Fan Motor: 0.55 KW, 4 pole, 1 Phase</p>		
6	<p>Vane axial fans for exhaust air Air flow rate: 31500 CFM – 14 Nos</p>		

S. No	Description	Unit	Amount
	External Static Pressure: 200 Pa Air flow rate: 55000 CFM – 10 Nos External Static Pressure: 200 Pa		
7	High Volume Low Velocity (HVLS) fans Fan Motor: 1.5 KW,3 Phase – 3 Nos		
10.	Lift Works		
1	Passenger / Goods Lifts (AC GEARLESS LIFTS) Machine room less passenger lift – 6 Nos Capacity - 20 passengers Minimum speed - 1.50 m/sec Travel distance - 12.40 mts (approx.) Machine room less Goods lift Location - 2000 Kgs – 2 Nos Minimum speed - 1.0 m/sec Travel distance - 12.40 mts (approx.)		
2	Escalators Escalators, total rise distance 10 M approximately and inclination angle 30 degree capable of operating at 0.5 m/s with 2 persons on each tread – 1 Nos	1	2
11.	Other Equipment		
1	SS water cooler - with storage capacity 380 ltrs with 170 ltrs/hr cooling capacity: SS 316 - water cooler -385 litres storage with tap provision	Nos	10
2	Supply of Battery Operated EV 4 Seater - L 120 AH, RT-G-A4- LITHIUM 120AH Battery Pack with premium and stylish alloy wheels	Nos	2

S. No	Description	Unit	Amount
	<p>having following Specification</p> <ul style="list-style-type: none"> • Max Seating Capacity : 4 Seater • Control System : 48V - 350A motor controller • Drive Motor Type : MAHLE AC 3:Phase Induction 5kW Motor • Transaxle : Single Speed Direct Drive Graziano Transaxle • Max Speed : 25 km/h (Can be set lower) • Gradeability : 20% • Chassis : Powder Coated Tubular Steel Ladder Frame • Suspension : Double wishbone Suspension - Front Leaf Spring and Shock Absorber - Rear • Steering : Rack and Pinion Manual Steering Box • Brake : All wheel Hydraulic Brakes - Front Disc Brakes - Rear Self Adjusting Drum Brakes • Battery : Li-Ion • Windshield : Polycarbonate Windshield • Rims & Tyres : 12" Aluminium Alloy rims & Radial Tubeless tyres [145(/80) R12] (Refer ply rating) • Overall length : 3008mm • Overall width : 1506mm • Overall height : 1893mm • Wheelbase : 2064mm • Ground clearance : 171mm • Net vehicle weight : 658kg • Gross vehicle weight : 1008kg 		

S. No	Description	Unit	Amount
	<ul style="list-style-type: none"> • Turning Radius : 3.5 m 		
3	<p>Supply of Battery Operated EV11 Seater - L 165 AH, RT-G-A8+3- LITHIUM 165AH Battery Pack with premium and stylish alloy wheels having following Specification</p> <ul style="list-style-type: none"> • Max Seating Capacity : 11 Seater (8F+3R) • Control System : 48V - 350A motor controller • Drive Motor Type : MAHLE AC 3:Phase Induction 5kW Motor • Transaxle : Single Speed Direct Drive Graziano Transaxle • Max Speed : 25 km/h (Can be set lower) • Gradeability : 20% • Chassis : Powder Coated Tubular Steel Ladder Frame • Suspension : Double wishbone Suspension - Front Leaf Spring and Shock Absorber - Rear • Steering : Rack and Pinion Manual Steering Box • Brake : All wheel Hydraulic Brakes - Front Disc Brakes - Rear Self Adjusting Drum Brakes • Battery : Li-Ion • Windshield : Polycarbonate Windshield • Rims & Tyres : 12" Aluminium Alloy rims & Radial Tubeless tyres [145(/80) R12] (Refer ply rating) • Overall length : 4335mm • Overall width : 1506mm • Overall height : 1891mm 	Nos	2

S. No	Description	Unit	Amount
	<ul style="list-style-type: none"> • Wheelbase : 2804mm • Ground clearance : 171mm • Net vehicle weight : 746kg • Gross vehicle weight : 1516kg • Turning Radius : 5 m 		
4	<p>Supply of Battery Operated EV14 Seater - L 165 AH, RT-B-A14- BUS WOD LITHIUM 165AH Battery Pack with premium and stylish alloy wheels having following Specification</p> <ul style="list-style-type: none"> • Max Seating Capacity : 14 Seater • Control System : High frequency On-board charger, input 110V-240V~50Hz-60Hz, output 72V, 25A • Drive Motor Type : 7.2 KW with Regen-Braking • Transaxle : Single Speed Direct Drive Graziano Transaxle • Max Speed : 30-35 km/h • Gradeability : 20% • Chassis : Powder Coated Tubular Steel Ladder Frame • Suspension :2 rear wheel drive, motor on rear axle (stepless) • Steering : Rack and Pinion Manual Steering Box • Brake : 2 rear wheel drive, motor on rear axle (stepless) - Rear Self Adjusting Drum Brakes • Battery : >40-50 For Lead Acid / >60-70 for Lithium 	Nos	1

S. No	Description	Unit	Amount
	<ul style="list-style-type: none"> • Windshield : Polycarbonate Windshield • Rims & Tyres : Aluminum wheel, 155R12,8PR • Overall length : 5300mm • Overall width : 1500mm • Overall height : 2000mm • Ground clearance : 171mm • Net vehicle weight : 1100kg • Gross vehicle weight : 2220kg • Turning Radius : 5.5 m 		
5	Luggage Trolleys	Nos	50

5.4. Annexure 4 – Key Performance Indicators under Service Level Agreement

Service Level Agreement (Operations)

1) Daily services:

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

Sl. No	Service Level Requirement	Min Requirement Period	Additional-Compliance Period	Penalty Rate (INR)
2.	Cleaning of circulation area, bus bays, platforms, roads etc.,	Once / Day*	8 hours	10,000/ Day
3. 2	Cleaning of lifts and Escalators	3 Times/Day *	8 Hours	5,000/ 8 Hours
4.	Cleaning of Toilets as per defined scope of services	On Continuous basis	1 Hour	5,000/ Hours
5.	Cleaning of roof area or wall and glass facades area above 6 ft. etc., including disinfecting and to ensure all surfaces are free from cob-webs, greases, dirt or dust etc.,	Once a week*	1 day	5,000/ day
6.	Cleaning of dustbins / waste bins and disposing the same up to the main container or garbage collection point.	Every 3 Hours *	3 Hours	2,000/ 3 Hours
7.	Collecting of garbage from the	3 Times / Day *	8 Hours	2,000/ 3 Hours

Sl. No	Service Level Requirement	Min Requirement Period	Additional-Compliance Period	Penalty Rate (INR)
	garbage collection point. Thereafter, segregation of waste & disposal.			
8.	Dusting / cleaning in the project facility (excluding licensed spaces) of all furniture, sills, counters, screens, blinds & curtains, light fittings, signage, doors, door frames, fittings and glass pans, AV equipment, workstations along with computers and their accessories like printers, monitors, keyboards, fax machine and photocopiers etc., telephone instrument etc.	2 Times/Day	1 Day	5,000/ Day
9.	Cleaning of windows from inside & outside in office, passages and	Once / Day	1 Day	5,000/ Day

Sl. No	Service Level Requirement	Min Requirement Period	Additional-Compliance Period	Penalty Rate (INR)
	corridors and all glass facade outside all around the building on ground floor.			
10.	Sweeping, wet mopping, dusting of stairs (including terrace & ground to basements), External Stairs, Exhibits & Artifacts, Driveway and compound area.	3 Times/Day *	1 Day	5,000/ Day
11.	Cleaning and upkeep of all parking , service, basement and maintenance area.	Once / Day *	1 day	5,000/ Day

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

2) Regular Maintenance Services

Sl. No	Service Level Requirement	Min Requirement Period	Additional-Compliance Period	Penalty Rate (INR)
1	Cleaning of external surface Including glass façade, external building surface, structure at entrance plaza at all heights.	Fortnightly	3 Days	10,000/ 3 Days
2	Cleaning of all carpets, sofas, chairs.	As per Manufacturer recommended methods and intervals	1 Day	5,000/ Day
3	Cleaning and disinfection of all water tanks.	Once a month	3 Days	2,000/Day

UG TANKS & WATER SUPPLY (As per scope of services)

1	To be assessed on as-is condition, reported and maintained to the satisfaction of the Authority.
---	--

SW DRAIN AND SEWAGE SYSTEM

1	To be assessed on as-is condition, reported and maintained to the satisfaction of the Authority.
---	--

PEST CONTROL

1	Disinfestations treatment	1 Time / Fortnightly*	+1 Day	5,000/ Day
2	Rodent Control	1 Time / Monthly*	+1 Day	5,000/ Day
3	Fly Control	1 Time / Monthly*	+1 Day	5,000/ Day
4	Mosquito	1 Time / Fortnightly*	+1 Day	5,000/ Day
5	Snake	1 Time / Fortnightly*	+1 Day	5,000/ Day

Sl. No	Service Level Requirement	Min Requirement Period	Additional-Compliance Period	Penalty Rate (INR)
6	Others as required at site	As required*	+1 Day	5,000/ Day

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

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

D- OTHERS (SANITARY & PLUMBING FIXTURES)

1	To be assessed on as-is condition, reported and maintained to the satisfaction of the Authority. Repeated incidents on lack of maintenance may lead to strict action as decided by the Authority.			
---	--	--	--	--

PUMP ROOM

1	Regular maintenance of VFD pump for irrigation with all connections and attachments, damaged part should be repaired or replace at that time immediately.	In alternate days	1 Day	As per twice the market rate of damaged / theft fixture or 5000/Day whichever is higher.
---	---	-------------------	-------	--

DRINKING WATER FOUNTAIN

1	To be assessed on as-is condition, reported and maintained to the satisfaction of the Authority.			
---	--	--	--	--

HORTICULTURE WORK

1	De-weeding work for lawn areas with required equipment including all cutting, trimming, making good in levels.	Daily	Compulsory	2000 / Day
---	--	-------	------------	------------

Sl. No	Service Level Requirement	Min Requirement Period	Additional-Compliance Period	Penalty Rate (INR)
2	Making kyaries, mulching for trees, shrubs & ground covers at kyaries, mixing of manure for trees and required.	Daily or Twice Daily	Compulsory	2000 / Day
3	Manual watering	Whenever Required	Compulsory	2000 / Day
5	Anti-termite treatment for damages leaves and branches.	Whenever Required (to be done immediately)	Compulsory	2000 / Day
PUMMING / AUTOMATION UNIT				
1	Regular maintenance and cleaning of all valves.	1 Time / week	1 Day	5000/Day
2	regular maintenance for all main line, sub lines water supplies.	1 Time / week	1 Day	2000/Day
3	Regular maintenance for all automation system including all decoders, sensors, cables, solenoids valves.	On alternate Days	1 Day	5000/Day
4	Replacement of damaged pipes, valves, cables, decoders if found damaged or theft.	immediate	Compulsory	2000/Day
5	Regular maintenance for VFD pumps and electrical supplies.	1 Time / week	1 Day	2000/Day
PATHWAY				
1	De-weeding work for pathways including all anti treatment,	2 Times/Month	15 Days	2000/Day

Sl. No	Service Level Requirement	Min Requirement Period	Additional-Compliance Period	Penalty Rate (INR)
	cutting, removing and gap filling with sand if required.			
2	Removal of water by manually stacked rain water.	Every day *	1 Day	1000/Day
3	Uplifting levels of interlocking paver blocks by providing sand below interlocking paver block including all removing blocks filling of sand and re-fixing in proper pattern and sand filling for joints also.	1 Times / 6 Months	15 Days	3000/Week
4	Cleaning of pathway areas-removing of all wastage, polythene, garbage, weeds, dust, debris, leaf, polythene, porch etc. collection removal & transportation up to desired point.	On Alternate Days	2 Days	5,000/ 8 Hours
5	Removal and making of damaged kerb stone including plaster to provide wheel holes for water drainage to lawn areas.	On Alternate Days	2 Days	4000/Week
6	Painting work of kerb stone of approved shades.	1 Times/6 Months	1 Month	1000/Week
BOUNDARY WALL				
1	Painting inside outside as per approved paint on grills,	1 Time / 6 Month	1 Month	10,000/15 Days

Sl. No	Service Level Requirement	Min Requirement Period	Additional-Compliance Period	Penalty Rate (INR)
	fencing & all service / entry gates and gate columns.			
1	ELECTRIC FIXTURES maintenance or replacement if found theft or damaged by non-social elements all complete as per direction of engineer in charge.	Immediate	Compulsory	As per twice the market rate of damaged / theft fixture or 2000/Day whichever is higher.
2	Cleaning of all lamps, street, light poles, railing lamps, foot lights.	On Alternate Days	4 Days	300/Day

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

5.5. Annexure 5 – Minimum Manpower Requirement and Minimal list of Machinaries

S.No	Particulars	Shifts					Total Strength
		G	I	II	III	R	
<i>1</i>	Property Management Team						
	Estate Head	1	-	-	-	-	1
	Technical Manager	-	1	-			1
	Technical Executive	-	1	1	1		3
	Soft Services Manager	-		1			1
	Soft Services Executive	-	1	1	1		3
	Security Manager	1	-		1		2

S.No	Particulars	Shifts					Total Strength
		G	I	II	III	R	
	HELPDESK	-	1	1	1	1	4
	EHS Executive	1					1
	Documentation Executive	1					1
	Admin Executive	1					1
	Fire Officer		1	1	1	1	4
	Sub-Total	5	4	4	4	1	18
2	Technical Team						
	Suupervisor		2	2	2	1	7
	Electrician	1	3	3	3	1	11
	Plumber		2	2	2	1	7
	STP / WTP Supervisor	1					1
	STP Tech	-	2	2	2	1	7
	WTP Tech	-	3	3	3	1	10
	MST	1	1	1	1	-	4
	FIRE TECHNICIAN	-	2	2	2	1	7
	Mason		1	1	-		2
	Helpers		1	1	1		3
	Painter	1	-	-			1
	Carpenter	1	-	-			1
	M&E Tools & Tackles	-	-	-	-	-	-
	Sub-Total	5	15	15	14	5	61
3	Housekeeping Team						
	Housekeeping Supervisor						38
	Housekeeping Boys/ Janitors						341
	Office Boy						5
	HK Staff @ Machinery operator						20

S.No	Particulars	Shifts					Total Strength
		G	I	II	III	R	
	HK Material & Consumables	-	-	-	-	-	
	Rent of equipment's	-	-	-	-	-	-
	Sub-Total	-	-	-	-	-	404
4	Security Team (12Hrs & 30 Days)						
	Security						42
	Security Sup						6
	BMS	-					7
	Fire Guards						6
	Helpers/Guiders						12
	Safety & Security PPE's						
	Sub-Total	-	-	-	-	-	73

Note:

- i. HS-Highly Skilled; S-Skilled; SS-Semi-Skilled; US-Un-Skilled. Kindly refer relevant notification of GoTN / GoI for Minimum Wages. (Mgr- Managerial level)
- ii. The list of manpower is indicative but not exhaustive. However, the actual manpower assessment at site is to be made and deployed with due approval from the Authority.
- iii. The impact of additional requirement of manpower for reliever, night shift, leaves and off days shall be taken into account by the Bidder in Financial Proposals.
- iv. Minimum requirements as mentioned above shall be ensured.
- v. Additional requirements if any for maintaining service level agreement shall be ensured without any obligation on cost.
- vi. The Selected Bidder is required to comply with all applicable labour laws, safety laws, and child labour protection laws.

Minimal List of Machineries

S.No	Name	Unit	Quantity
Floor Cleaning Machineries			
1	Wet and Dry Vacuum Cleaner 30 Ltrs	Nos	8
2	Single Disc Scrubber	Nos	2
3	Auto Scrubber Dryer	Nos	2
4	Staircase Scrubber - Hand Held	Nos	3
5	Road Sweeper - Flipper (Auto) Petrol	Nos	10
6	Road Sweeper - Flipper (Battery)	Nos	5
7	Walk Behind Scrubber Drier with scrubbing width of 400 MM and coverage of 1500 Sq. Mtrs per Hr.	Nos	5
8	Ride On Scrubber Drier with scrubbing width of 600 MM and coverage of 3000 Sq. Mtrs per Hr.	Nos	5
9	Ride On Scooty Mop	Nos	5
10	High Pressure Washer (200 - 300 Bar)	Nos	2
11	High Presure Jet - 100 - 120 Bar	Nos	3
Outdoor & Landscape Machineries			
12	Dual Mast / Scissor Lift - 12 Mtrs	Nos	1
13	Crawler / Z Boom - 25 Mtrs	Nos	1
14	Diesel Engine Operated Dewatering Pump - 15 HP	Nos	2
15	Tractor with Trailer	Nos	1
16	Tata Yodha or Equivalent	Nos	1

S.No	Name	Unit	Quantity
17	Lawnmover Machine	Nos	1
18	Grass cutting Machine	Nos	2
19	Chain Saw Machine	Nos	2
20	Fogging Machine	Nos	3
21	Pesticides Spray Pump	Nos	5
22	30 ft Height adjustable towable ladder	Nos	2
Garbage Bins & Trash			
23	240 Lit Dust Bin	Nos	20
24	Garbage Bins - 1000 Ltrs Minimum Capacity	Nos	30
25	Stainless Steel Garbage Bins - 60 Ltrs Minimum Capacity	Nos	140
Tool Kits			
26	Glass Cleaning Kit	Nos	5
27	Caddy Basket	Nos	50
28	Wringer Trolley (Double bucket)	Nos	50
29	Jobby Kit	Nos	20
30	Tools for Electrical Maintenance Work	Nos	5
31	Tools for Plumbing Maintenance Work	Nos	5
32	Tools for Carpentry Maintenance Work	Nos	1
33	Telescopic Rod (9 mtrs)	Nos	3
Others			

S.No	Name	Unit	Quantity
34	Computer (Desktop / Laptop) & Printers	Nos	5
35	Parking Billing Machine	Nos	10
36	Walkie talkie	Nos	40

Note:

1. The list of above-mentioned machineries are indicative and not exhaustive.
2. Any additional machinery required other than machineries listed above to meet the O&M requirement / Service Level agreement shall be provided by Selected Bidder without any financial implication on the Authority.
3. The machineries shall be functional in good working conditions with a breakdown period of not more than 5% which shall be assessed on monthly basis.
4. Adequate quantity of spares and consumables at site as per the RFP/ Concession Agreement, as applicable.
5. Necessary training for operations, safety aspects etc. shall be provided for operations & maintenance of machineries by Selected Bidder to avoid damages to the property / accidents or inconveniences to the users etc.
6. Adequate Warning Sign Boards, Safety Signages including Cones with Chain & Hook shall be provided in terminal building and in other areas in site to ensure 100% safety of all the users.

5.6. Deduction for Non-performance

S.No	Description	Expected for up-keep	Minimum	Deduction recovery to be affected beyond minimum obligation
			Obligation	
1	Power – Substation / DG set	100 % (Ability to be online in case of power failure to be not less than 20 second.)	98%	INR 10,000 per day
2	UPS	100%	99.95%	INR 10,000 per day
3	HVAC systems for entire complex	100%	99.50%	INR 10,000 per day
4	Elevators	100%	98%	INR 25,000 per day
5	ACBs / Panels/ Cables	100%	Critical ACBs: 100% Non critical: 99.5%	INR 10,000 per day
6	Fire Hydrant system & Sprinkler system	100%	100%	INR 50,000 per day
7	Control Room / BMS	100%	98%	INR 10,000 per day
8	CCTV & Public Information System	100%	98%	INR 10,000 per day

9	Shortfall in deployment of minimum manpower described in the agreement or as approved by client in writing	100%	95%	INR 2,000 / Resource / Day
10	Shortfall in deployment of minimum machinery / tools described in the agreement or as approved by client in writing	100%	95%	INR 2,000 / Machinery / Day
11	All Electrical Installations, Electrical Equipments shall be functional	100%	98%	INR 2,000 / Fault / Day
12	All Toilets, Urinals and Plumbing equipments / fittings / pipeline etc.	100%	98%	INR 2,000 / Fault / Day
13	Availability Passenger facilities & amenities like Drinking Water, Public Wifi, Seating facility, buggies, Parking lots etc.	100%	99%	INR 2,000 / Fault / Day

Note:

- Authority shall levy penalty based on the above-mentioned rates or as per actual loss suffered.
- In the event that the Selected Bidder fails to repair or rectify any defect or deficiency set forth under the service level agreement within the standard repair period specified therein (hereinafter referred to as “Minimum Requirement Period”), notice shall be given by the Selected Bidder either by itself or by the Authority at the expiry of the Minimum Requirement Period as per Annexure 4 granting an additional repair period along with

imposition of appropriate penalty for the rectification of the defect (hereinafter referred to as “Additional-Compliance Period”). If the defect is not fixed within the specified Additional-Compliance Period, the Authority will send a second notice to the Selected Bidder at the expiration of the Additional-Compliance Period, providing a one-time cure period to rectify the defect. The duration of the cure period shall be as per Minimum Required Period, or any further extension as determined by the Authority. If the defect is not remedied by the end of the aforementioned cure period, the same shall be considered as an event of default and the Authority may at its discretion rectify the default at the expense of the Selected Bidder. If the Selected Bidder fails to rectify defect three times in continuous period of 365 (Three hundred and sixty-five) days, it shall result in the termination of the Concession Agreement. Written permission from the Authority shall be required in the event of any extraordinary circumstances. If the Selected Bidder fails to comply with the service level agreement and this results in any financial loss to the Authority, Selected Bidder shall be responsible for rectifying the damages at actual costs. The decision of the Authority shall be final and binding on the Selected Bidder.

5.7. Annexure 7- List of Proposed Leasable Components

S.No	Particulars	Area (sft)
1. Retail Shops		
Ground Floor		
1	Restaurant	2,070
2	Restaurant	2,070
3	Fast Food	1,510
4	Fast Food	1,510
5	Shop 1	295
6	Shop 2	220
7	Shop 3	230

S.No	Particulars	Area (sft)
8	Shop 4	280
9	Shop 5	275
10	Shop 6	295
11	Shop 7	395
12	Shop 8	435
13	Shop 9	435
14	Shop 10	435
15	Shop 11	305
16	Shop 12	330
17	Shop 13	290
18	Shop 14	240
19	Shop 15	235
20	Shop 16	245
21	Shop 17	233
22	Shop 18	233
23	shop 19	310
24	Shop 20	220
25	Shop 21	310
26	Shop 22	440

S.No	Particulars	Area (sft)
27	Shop 23	345
28	Shop 24	335
29	Shop 25	370
30	Shop 26	230
31	Shop 27	195
32	Shop 28	370
33	Shop 29	405
34	Shop 30	545
35	Shop 31	295
36	Shop 32	260
37	Shop 33	335
38	Shop 34	330
39	Shop 35	295
40	Shop 36	230
41	Shop 37	280
42	Shop 38	275
43	Shop 39	220
44	Shop 40	295
45	Shop 41	235

S.No	Particulars	Area (sft)
46	Shop 42	255
47	Shop 43	205
48	Shop 44	215
49	Shop 45	210
50	Shop 46	210
51	Shop 47	205
52	Shop 48	205
53	Shop 49	240
54	Shop 50	240
55	Shop 51	240
56	Shop 52	240
57	Shop 53	290
58	ATM	180
59	Cloak Room	1,032
First Floor		
1	Restaurant	5,495
2	Coffee shop	3,215
3	Shop 1	1,195
4	Shop 2	270

S.No	Particulars	Area (sft)
5	Shop 3	220
6	Shop 4	220
7	Shop 5	270
8	Shop 6	250
9	Shop 7	250
10	Shop 8	445
11	Shop 9	525
12	Shop 10	520
13	Shop 11	220
14	Shop 12	210
15	Shop 13	190
16	Shop 14	250
17	Shop 15	240
18	Shop 16	255
19	Shop 17	265
20	Shop 18	225
21	Shop 19	280
22	Shop 20	150
23	Shop 21	265

S.No	Particulars	Area (sft)
24	Shop 22	295
25	Shop 23	310
26	Shop 24	290
27	Shop 25	115
28	Shop 26	275
29	Shop 27	250
30	Shop 28	205
31	Shop 29	270
32	Shop 30	240
33	Shop 31	240
34	Shop 32	225
35	Shop 33	265
36	Shop 34	185
37	Shop 35	250
38	Shop 36	215
39	Shop 37	245
40	Shop 38	225
41	Shop 39	250
42	Shop 40	220

S.No	Particulars	Area (sft)
43	Shop 41	245
44	Shop 42	220
45	Shop 43	255
46	Shop 44	270
47	Shop 45	270
48	Shop 46	1,245
	Total	45,970
3.Parking		
1	5.8. Area dedicated for parking	1,67,680
2	No. of 4 Wheeler parks	682
3	No. of 2 Wheeler Parks	3,147
4.Dormitory		
1	Area of passenger Dormitories (male and Female)	21,190

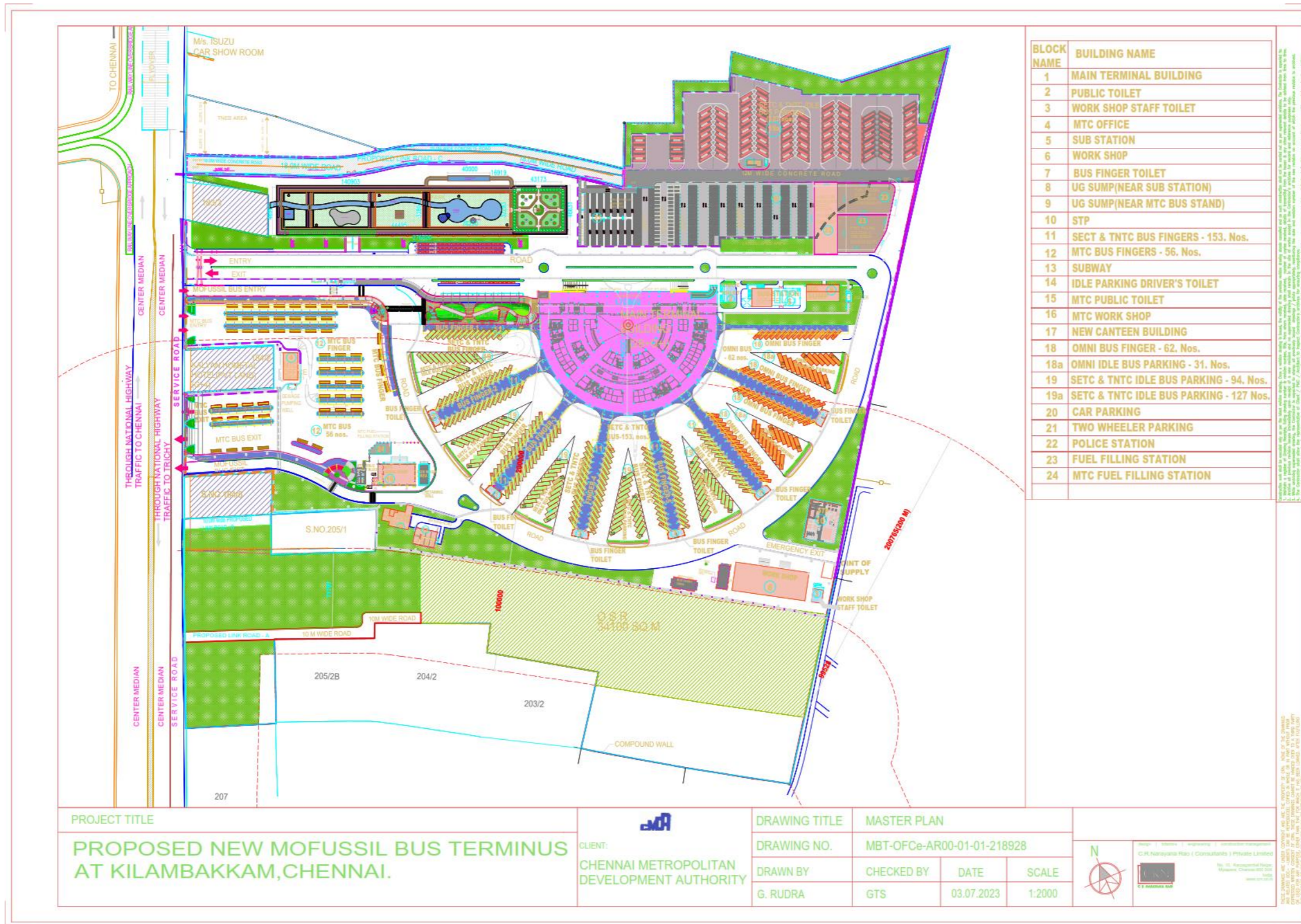
**Any changes to the same shall not be taken by successful bidder without taking approval from Authority in writing*

Note : The Bidders are required to obtain detailed drawings from the Authority as mentioned in Annexure 8, visit the Project Site and satisfy themselves before submission of Bid.

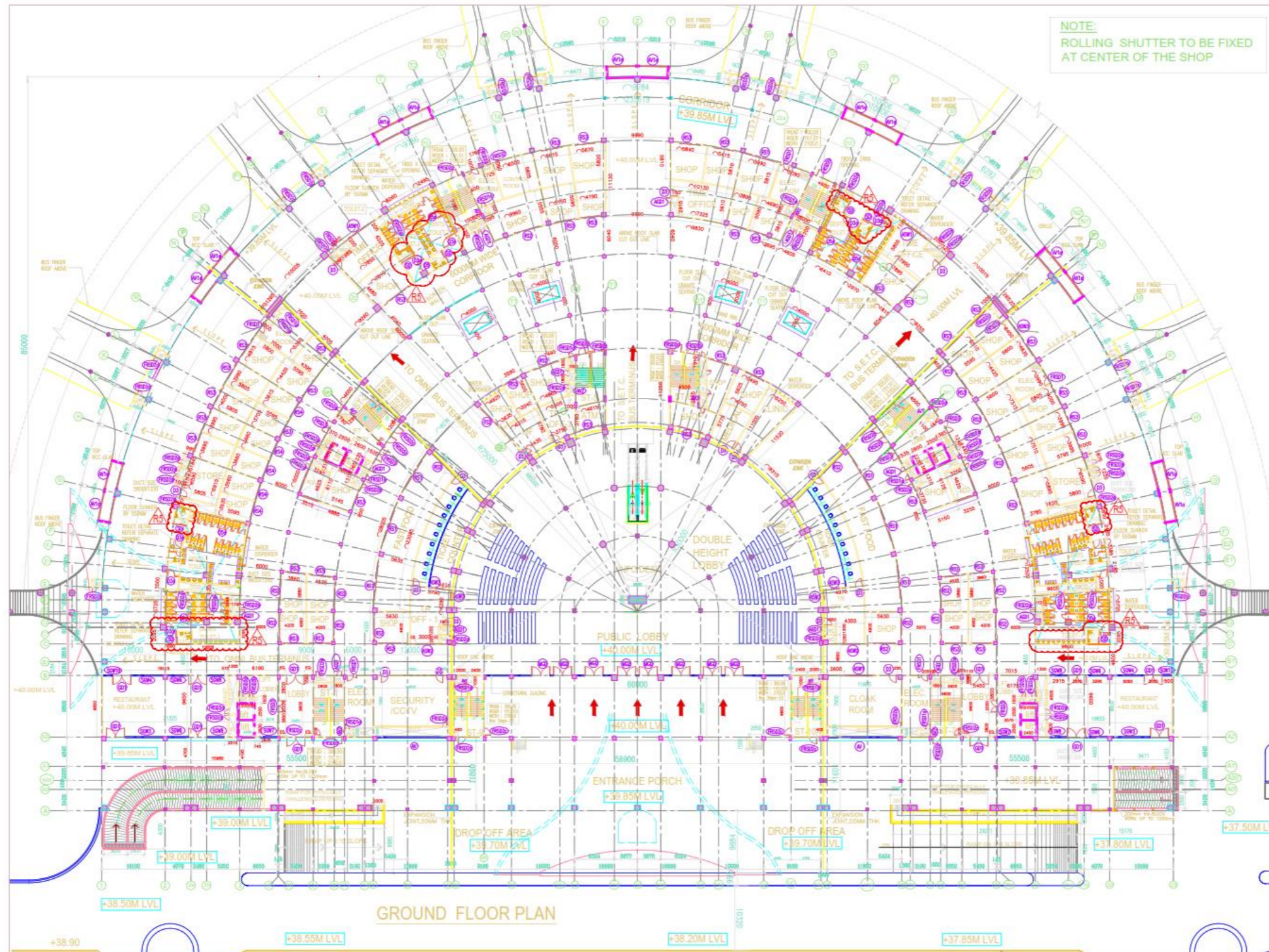
5.9. Annexure 8- Drawings of the Bus Terminal

The bidders are required to collect all the drawings from the Authority before bid due date for assessment of maintenance cost & estimation of revenue.

Site Overview



TERMINAL GROUND FLOOR



NOTE:
ROLLING SHUTTER TO BE FIXED
AT CENTER OF THE SHOP

KEY PLAN ->

LEGEND :-

- Proposed Terminal Building
- Proposed Bus Stop
- Proposed Shop
- Proposed Office
- Proposed Restaurant
- Proposed Public Lobby
- Proposed Drop-off Area
- Proposed Entrance Porch
- Proposed Corridor
- Proposed Staircase
- Proposed Lift
- Proposed Elevator
- Proposed Security Room
- Proposed Restroom
- Proposed Store
- Proposed Shop
- Proposed Office
- Proposed Restaurant
- Proposed Public Lobby
- Proposed Drop-off Area
- Proposed Entrance Porch
- Proposed Corridor
- Proposed Staircase
- Proposed Lift
- Proposed Elevator
- Proposed Security Room
- Proposed Restroom
- Proposed Store

GENERAL NOTES :

- ALL DIMENSIONS ARE IN METERS AND ARE UNLESS SPECIFIED OTHERWISE.
- ALL LEVELS ARE IN METERS AND ARE UNLESS SPECIFIED OTHERWISE.
- DO NOT SCALE DIMENSIONS, ONLY AFTER CHECKING THAT ALL DIMENSIONS ARE CORRECTLY SHOWN AS SHOWN TO THE SCALE OF THE PROJECT DRAWING IS CORRECT.
- FOR SHOP SUCH AS SHOP, WORKSHOP, HALL, OFFICE, DISPLAY, TRACT, THROUGH, HALLWAY, STAIR, ETC. REFER RESPECTIVE ARCHITECTURAL DRAWINGS.
- THIS DRAWING SHALL BE CONSIDERED AS ONE OF THE CONTRACT DOCUMENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE LOCAL AUTHORITIES SUCH AS FIRE, SANITARY, ELECTRICAL, MECHANICAL, TELEPHONE, TELEVISION, CABLE, AND TELEVISION AND LANDSCAPING. ALL DIMENSIONS AND LEVELS ARE SHOWN TO THE SCALE OF THE PROJECT DRAWING IS CORRECT.
- ALL LEVELS ARE IN METERS UNLESS SPECIFIED OTHERWISE AS PER RESPECTIVE STRUCTURAL DRAWINGS AND MECHANICAL AS PER SPECIFICATIONS.
- ALL WORK SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AS PER SPECIFICATIONS.

S.No.	DESCRIPTION	QTY	UNIT
1	ALUMINUM WINDOW	100	SQ. M
2	ALUMINUM WINDOW	100	SQ. M
3	ALUMINUM WINDOW	100	SQ. M
4	ALUMINUM WINDOW	100	SQ. M
5	ALUMINUM WINDOW	100	SQ. M
6	ALUMINUM WINDOW	100	SQ. M
7	ALUMINUM WINDOW	100	SQ. M
8	ALUMINUM WINDOW	100	SQ. M
9	ALUMINUM WINDOW	100	SQ. M
10	ALUMINUM WINDOW	100	SQ. M
11	ALUMINUM WINDOW	100	SQ. M
12	ALUMINUM WINDOW	100	SQ. M
13	ALUMINUM WINDOW	100	SQ. M
14	ALUMINUM WINDOW	100	SQ. M
15	ALUMINUM WINDOW	100	SQ. M
16	ALUMINUM WINDOW	100	SQ. M
17	ALUMINUM WINDOW	100	SQ. M
18	ALUMINUM WINDOW	100	SQ. M
19	ALUMINUM WINDOW	100	SQ. M
20	ALUMINUM WINDOW	100	SQ. M
21	ALUMINUM WINDOW	100	SQ. M
22	ALUMINUM WINDOW	100	SQ. M
23	ALUMINUM WINDOW	100	SQ. M
24	ALUMINUM WINDOW	100	SQ. M
25	ALUMINUM WINDOW	100	SQ. M
26	ALUMINUM WINDOW	100	SQ. M
27	ALUMINUM WINDOW	100	SQ. M
28	ALUMINUM WINDOW	100	SQ. M
29	ALUMINUM WINDOW	100	SQ. M
30	ALUMINUM WINDOW	100	SQ. M
31	ALUMINUM WINDOW	100	SQ. M
32	ALUMINUM WINDOW	100	SQ. M
33	ALUMINUM WINDOW	100	SQ. M
34	ALUMINUM WINDOW	100	SQ. M
35	ALUMINUM WINDOW	100	SQ. M
36	ALUMINUM WINDOW	100	SQ. M
37	ALUMINUM WINDOW	100	SQ. M
38	ALUMINUM WINDOW	100	SQ. M
39	ALUMINUM WINDOW	100	SQ. M
40	ALUMINUM WINDOW	100	SQ. M
41	ALUMINUM WINDOW	100	SQ. M

REV.	DESCRIPTION	DATE	BY
01	ISSUED FOR PERMIT	27/01/18	CHL

CHENNAI METROPOLITAN DEVELOPMENT AUTHORITY

PROPOSED NEW MOFUSSIL BUS TERMINUS AT KILAMBAKKAM

TERMINAL BUILDING

GROUND FLOOR PLAN

SCALE : 1/200

DATE : 28/01/18

PROJECT NO. : MBT-OFc-AR01-GR-01-230715

GROUP : INTERIOR | ENGINEERING | CONSTRUCTION MANAGEMENT

C.R.NARAYANA RAO | CONSULTANTS | PRIVATE LIMITED

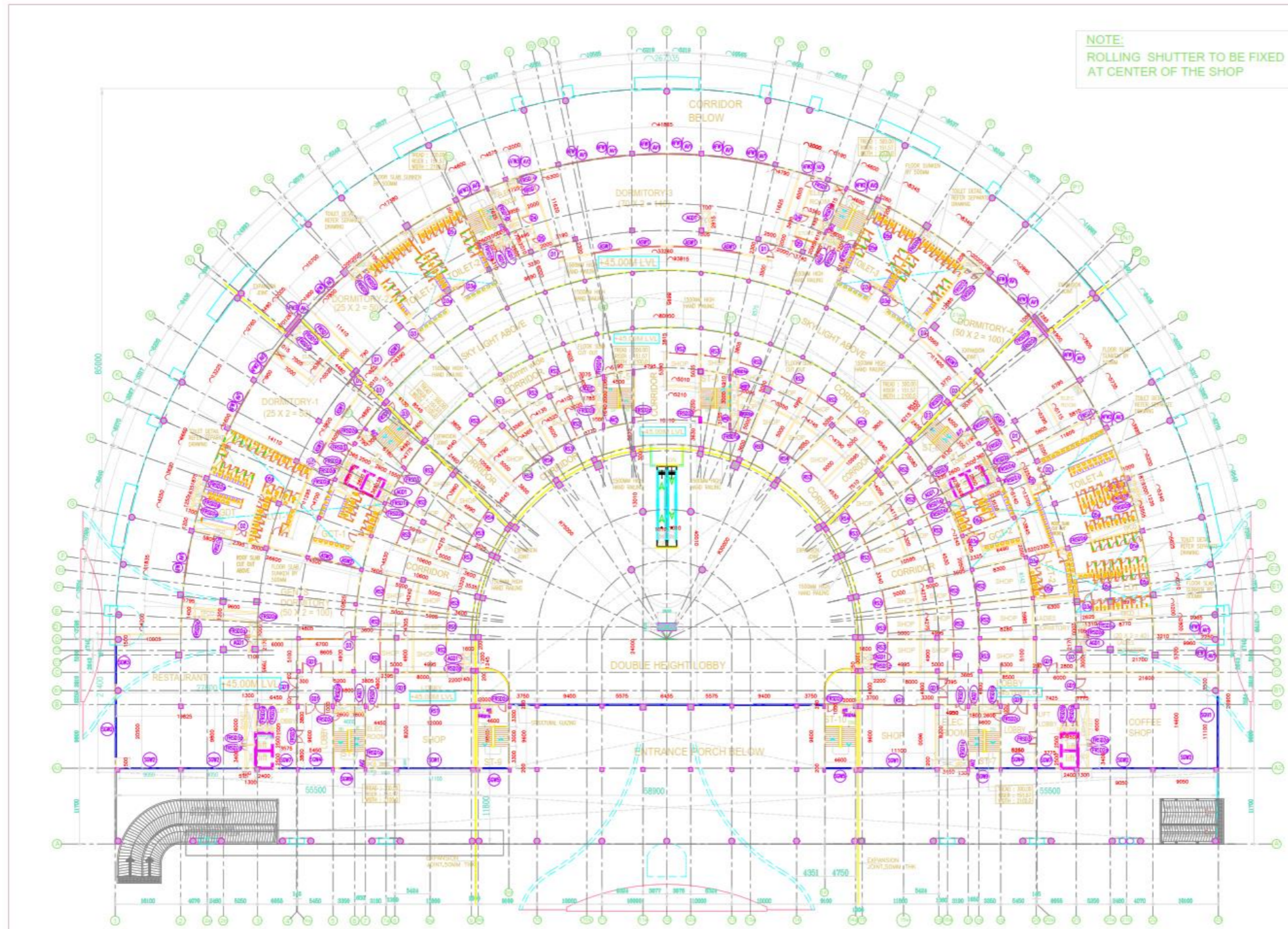
NO. 10, KILAMBAKKAM ROAD, MELBAY, CHENNAI-600 004.

TERMINAL BUILDING

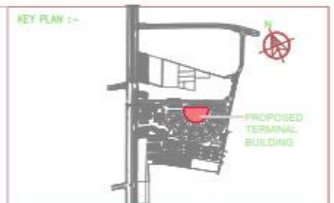
CUT-OUT NOMENCLATURE

S.No.	TYPE	DESCRIPTION
1	ACD	AIR CONDITIONING CUTOUT
2	FCO	FIRE CUTOUT
3	ECD	ELECTRICAL CUTOUT
4	TPCO	TILE PLUMBING CUTOUT
5	GCO	GENERAL CUTOUT
6	BMSCC	IRMS CUTOUT
7	SPCO	STAIRCASE PRESSURIZATION CUTOUT
8	SEVCO	SMOKE EXHAUST VENTILATION CUT-OUT

TERMINAL FIRST FLOOR



NOTE:
ROLLING SHUTTER TO BE FIXED
AT CENTER OF THE SHOP



GENERAL NOTES:
ALL DIMENSIONS ARE IN METERS AND ARE UNLESS OTHERWISE SPECIFIED.
ALL WORKS ARE TO BE DONE AS PER THE SPECIFICATIONS AND STANDARDS.
DO NOT SCALE DIMENSIONS, ONLY DIMENSIONS SHOWN SHALL BE USED. ANY DIMENSIONS NOT SHOWN SHALL BE AS PER THE ARCHITECT'S INTENT.
FOR DETAILS SUCH AS WALL, WINDOW, DOOR, SKYLIGHT, STAIR, CORNER, FINISH, etc., REFER TO THE ARCHITECT'S SPECIFICATIONS.
THIS DRAWING SHALL BE CONSULTED AND READ IN CONNECTION WITH THE CONTRACT DOCUMENTS.
ALL NOTES AND DIMENSIONS SHALL BE GIVEN TO THE ARCHITECT FOR HIS REVIEW AND APPROVAL.
ALL WORK SHALL BE DONE AS PER THE SPECIFICATIONS AND STANDARDS.

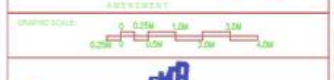
S.No.	DESCRIPTION	QTY	UNIT
1	CEILING	1000	SQ.M
2	FLOOR	1000	SQ.M
3	WALL	1000	SQ.M
4	DOOR	1000	NO.
5	WINDOW	1000	NO.
6	SKYLIGHT	1000	NO.
7	STAIR	1000	SQ.M
8	ROOF	1000	SQ.M
9	MECHANICAL	1000	SQ.M
10	ELECTRICAL	1000	SQ.M
11	PLUMBING	1000	SQ.M
12	PAINT	1000	SQ.M
13	GLASS	1000	SQ.M
14	IRON	1000	SQ.M
15	STEEL	1000	SQ.M
16	CONCRETE	1000	SQ.M
17	FOUNDATION	1000	SQ.M
18	ROOFING	1000	SQ.M
19	MECHANICAL	1000	SQ.M
20	ELECTRICAL	1000	SQ.M
21	PLUMBING	1000	SQ.M
22	PAINT	1000	SQ.M
23	GLASS	1000	SQ.M
24	IRON	1000	SQ.M
25	STEEL	1000	SQ.M
26	CONCRETE	1000	SQ.M
27	FOUNDATION	1000	SQ.M
28	ROOFING	1000	SQ.M
29	MECHANICAL	1000	SQ.M
30	ELECTRICAL	1000	SQ.M
31	PLUMBING	1000	SQ.M
32	PAINT	1000	SQ.M
33	GLASS	1000	SQ.M
34	IRON	1000	SQ.M
35	STEEL	1000	SQ.M
36	CONCRETE	1000	SQ.M
37	FOUNDATION	1000	SQ.M
38	ROOFING	1000	SQ.M
39	MECHANICAL	1000	SQ.M
40	ELECTRICAL	1000	SQ.M
41	PLUMBING	1000	SQ.M
42	PAINT	1000	SQ.M
43	GLASS	1000	SQ.M
44	IRON	1000	SQ.M
45	STEEL	1000	SQ.M
46	CONCRETE	1000	SQ.M
47	FOUNDATION	1000	SQ.M
48	ROOFING	1000	SQ.M
49	MECHANICAL	1000	SQ.M
50	ELECTRICAL	1000	SQ.M
51	PLUMBING	1000	SQ.M
52	PAINT	1000	SQ.M
53	GLASS	1000	SQ.M
54	IRON	1000	SQ.M
55	STEEL	1000	SQ.M
56	CONCRETE	1000	SQ.M
57	FOUNDATION	1000	SQ.M
58	ROOFING	1000	SQ.M
59	MECHANICAL	1000	SQ.M
60	ELECTRICAL	1000	SQ.M
61	PLUMBING	1000	SQ.M
62	PAINT	1000	SQ.M
63	GLASS	1000	SQ.M
64	IRON	1000	SQ.M
65	STEEL	1000	SQ.M
66	CONCRETE	1000	SQ.M
67	FOUNDATION	1000	SQ.M
68	ROOFING	1000	SQ.M
69	MECHANICAL	1000	SQ.M
70	ELECTRICAL	1000	SQ.M
71	PLUMBING	1000	SQ.M
72	PAINT	1000	SQ.M
73	GLASS	1000	SQ.M
74	IRON	1000	SQ.M
75	STEEL	1000	SQ.M
76	CONCRETE	1000	SQ.M
77	FOUNDATION	1000	SQ.M
78	ROOFING	1000	SQ.M
79	MECHANICAL	1000	SQ.M
80	ELECTRICAL	1000	SQ.M
81	PLUMBING	1000	SQ.M
82	PAINT	1000	SQ.M
83	GLASS	1000	SQ.M
84	IRON	1000	SQ.M
85	STEEL	1000	SQ.M
86	CONCRETE	1000	SQ.M
87	FOUNDATION	1000	SQ.M
88	ROOFING	1000	SQ.M
89	MECHANICAL	1000	SQ.M
90	ELECTRICAL	1000	SQ.M
91	PLUMBING	1000	SQ.M
92	PAINT	1000	SQ.M
93	GLASS	1000	SQ.M
94	IRON	1000	SQ.M
95	STEEL	1000	SQ.M
96	CONCRETE	1000	SQ.M
97	FOUNDATION	1000	SQ.M
98	ROOFING	1000	SQ.M
99	MECHANICAL	1000	SQ.M
100	ELECTRICAL	1000	SQ.M

S.No.	TYPE	DESCRIPTION
1	ACD	AIR CONDITIONING CUTOUT
2	FOC	FIRE CUTOUT
3	ECD	ELECTRICAL CUTOUT
4	TPCO	TOILET PLUMBING CUTOUT
5	GOC	GENERAL CUTOUT
6	IBMSCO	IBMSCO CUTOUT
7	SPCO	STAIRCASE PRESSURIZATION CUTOUT
8	SEVCO	SMOKE EXHAUST VENTILATION CUT-OUT

FIRST FLOOR PLAN

GOOD FOR CONSTRUCTION
Issued At No. 00-0000-000-000 Date 14-07-2021
A/R. Sri.....
For C.R. Narayana Rao (Consultants) Private Limited
No. 10, Karapattur Nagar, Madhavaram, Chennai-600 034, India.
www.crn.com

REV	DESCRIPTION	DATE	BY	CHECK
01	ISSUED FOR CONSTRUCTION	14/07/2021	AL	STP
02	ISSUED FOR WORK	14/07/2021	AL	STP



CLIENT: **CHENNAI METROPOLITAN DEVELOPMENT AUTHORITY**

PROJECT: **PROPOSED NEW MOFUSSIL BUS TERMINUS AT KILAMBAKKAM**

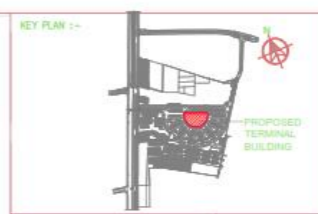
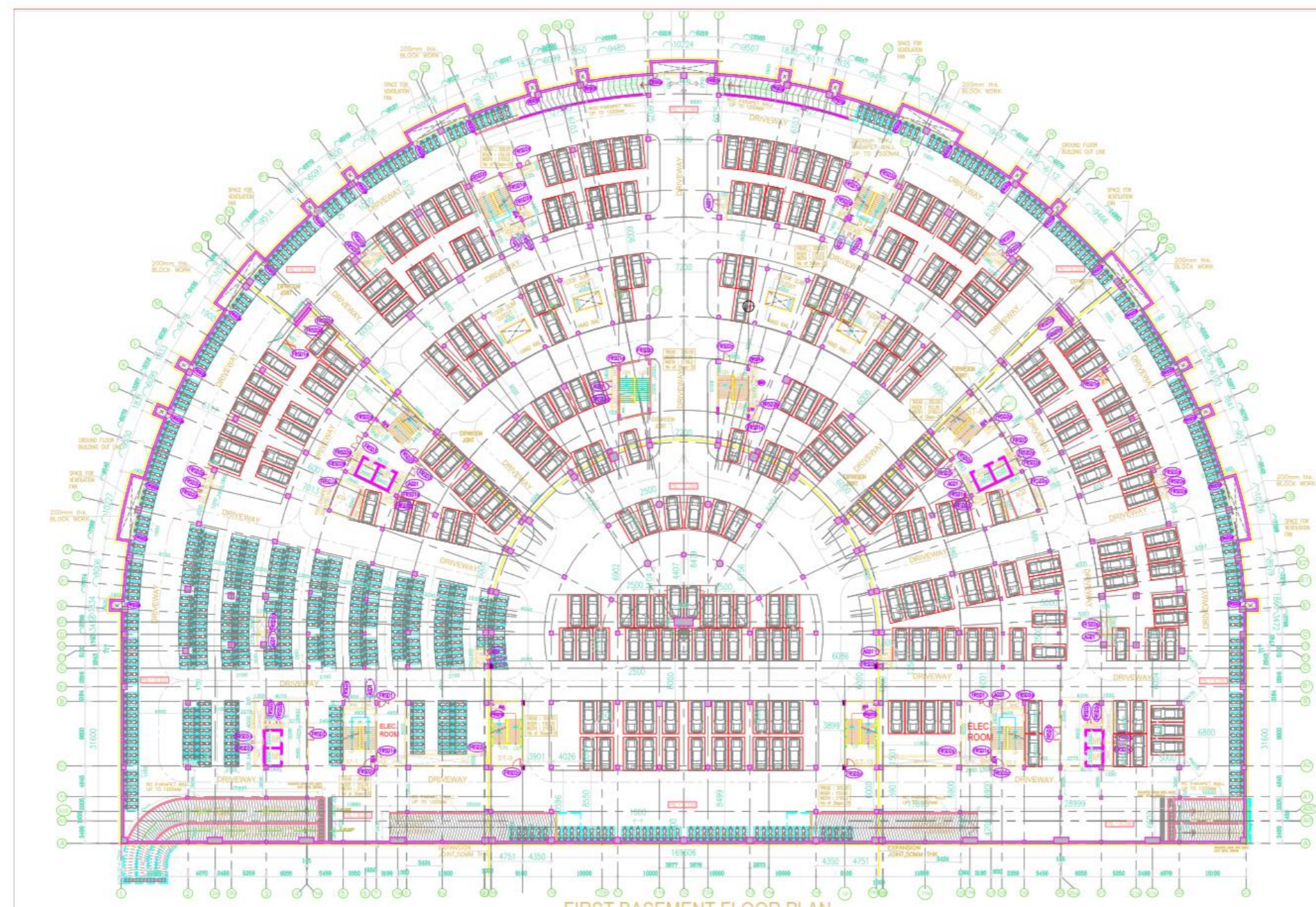
TERMINAL BUILDING
FIRST FLOOR PLAN

SCALE: 1:500	DATE: 14/07/2021	REV: R4
--------------	------------------	---------

DESIGNER: **C.R. Narayana Rao (Consultants) Private Limited**
No. 10, Karapattur Nagar, Madhavaram, Chennai-600 034, India.
www.crn.com

TERMINAL BUILDING

TERMINAL BASEMENT I



GENERAL NOTES :

- All dimensions are in millimeters and are unrounded unless otherwise stated.
- All levels are in meters and are unrounded unless otherwise stated.
- For not clear dimensions, refer master drawings. If required, any dimensions noted shall be referred to the master plan to construct.
- For details such as doors, windows, stairs, etc., refer to the respective master drawings.
- These drawings shall be completed and used in conjunction with respective contracts approved by the client, including contracts for structural, electrical, plumbing, and other services. All dimensions and levels shall be referred to the master plan to construct.
- All notes shall refer to the drawings and specifications for the respective drawings, drawings and specifications as per specifications.
- All work shall be done as per specifications and standards as per specifications.

SCHEDULE OF WORKS

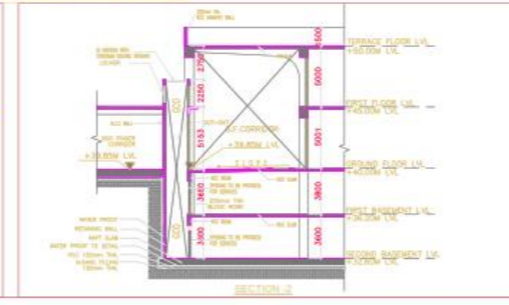
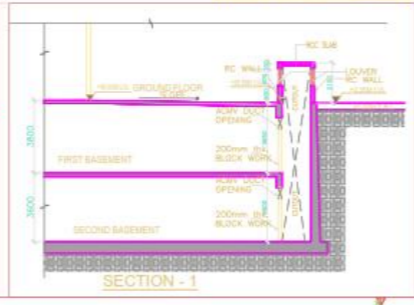
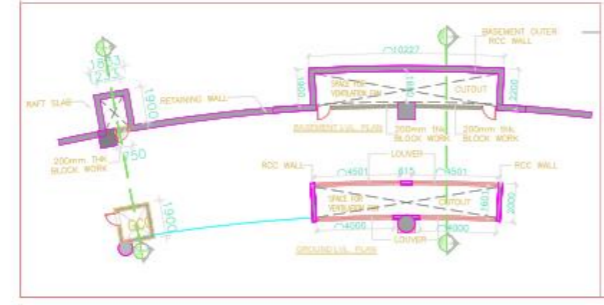
SL. NO.	DESCRIPTION	QTY	UNIT
1	CONCRETE	10000	M ³
2	BRICKWORK	20000	M ³
3	ROOFING	1000	M ²
4	PAINTING	5000	M ²
5	WATERPROOFING	1000	M ²
6	GLASS	500	M ²
7	STEEL	100	TONNES
8	PLASTER	5000	M ²
9	CEILING	2000	M ²
10	FLOORING	1000	M ²
11	DOORS	50	NOS
12	WINDOWS	100	NOS
13	STAIRS	10	NOS
14	ELECTRICAL	100	NOS
15	PLUMBING	100	NOS
16	MECHANICAL	100	NOS
17	PAINTING	5000	M ²
18	WATERPROOFING	1000	M ²
19	GLASS	500	M ²
20	STEEL	100	TONNES
21	PLASTER	5000	M ²
22	CEILING	2000	M ²
23	FLOORING	1000	M ²
24	DOORS	50	NOS
25	WINDOWS	100	NOS
26	STAIRS	10	NOS
27	ELECTRICAL	100	NOS
28	PLUMBING	100	NOS
29	MECHANICAL	100	NOS
30	PAINTING	5000	M ²
31	WATERPROOFING	1000	M ²
32	GLASS	500	M ²
33	STEEL	100	TONNES
34	PLASTER	5000	M ²
35	CEILING	2000	M ²
36	FLOORING	1000	M ²
37	DOORS	50	NOS
38	WINDOWS	100	NOS
39	STAIRS	10	NOS
40	ELECTRICAL	100	NOS
41	PLUMBING	100	NOS
42	MECHANICAL	100	NOS

REVISIONS

REV	DESCRIPTION	DATE	BY
01	ISSUED FOR CONSTRUCTION	11.10.19	AK
02	FOR APPROVAL	11.10.19	AK
03	FOR APPROVAL	11.10.19	AK
04	FOR APPROVAL	11.10.19	AK
05	FOR APPROVAL	11.10.19	AK



FIRST BASEMENT FLOOR PLAN



GOOD FOR CONSTRUCTION
 Transmittal Ref No: Date: 11-07-2021
 Auth. Sign: _____
 For C.R. Narayana Rao (Consultants) Private Limited

CUT-OUT NOMENCLATURE

S.No.	TYPE	DESCRIPTION
1	ACD	AIR CONDITIONING CUTOUT
2	FCO	FIRE CUTOUT
3	EEO	ELECTRICAL CUTOUT
4	TPCO	TOLLEY PLUMBING CUTOUT
5	GCO	GENERAL CUTOUT
6	RMSCO	RMS CUTOUT
7	SPCO	STAIRCASE PRESSURIZATION CUTOUT
8	SEVCO	SMOKE EXHAUST VENTILATION CUT-OUT

CHENNAI METROPOLITAN DEVELOPMENT AUTHORITY

PROPOSED NEW MOFUSSIL BUS TERMINUS AT KILBAKKAM

TERMINAL BUILDING 1ST BASEMENT FLOOR PLAN

SCALE : 1:500
 DATE : 11.10.19
 DRAWN BY : AK
 CHECKED BY : AK
 REV : R4

MBT-OFc-AR01-B1-01-232903

Design | Interior | Engineering | Construction Management

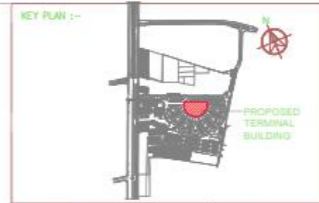
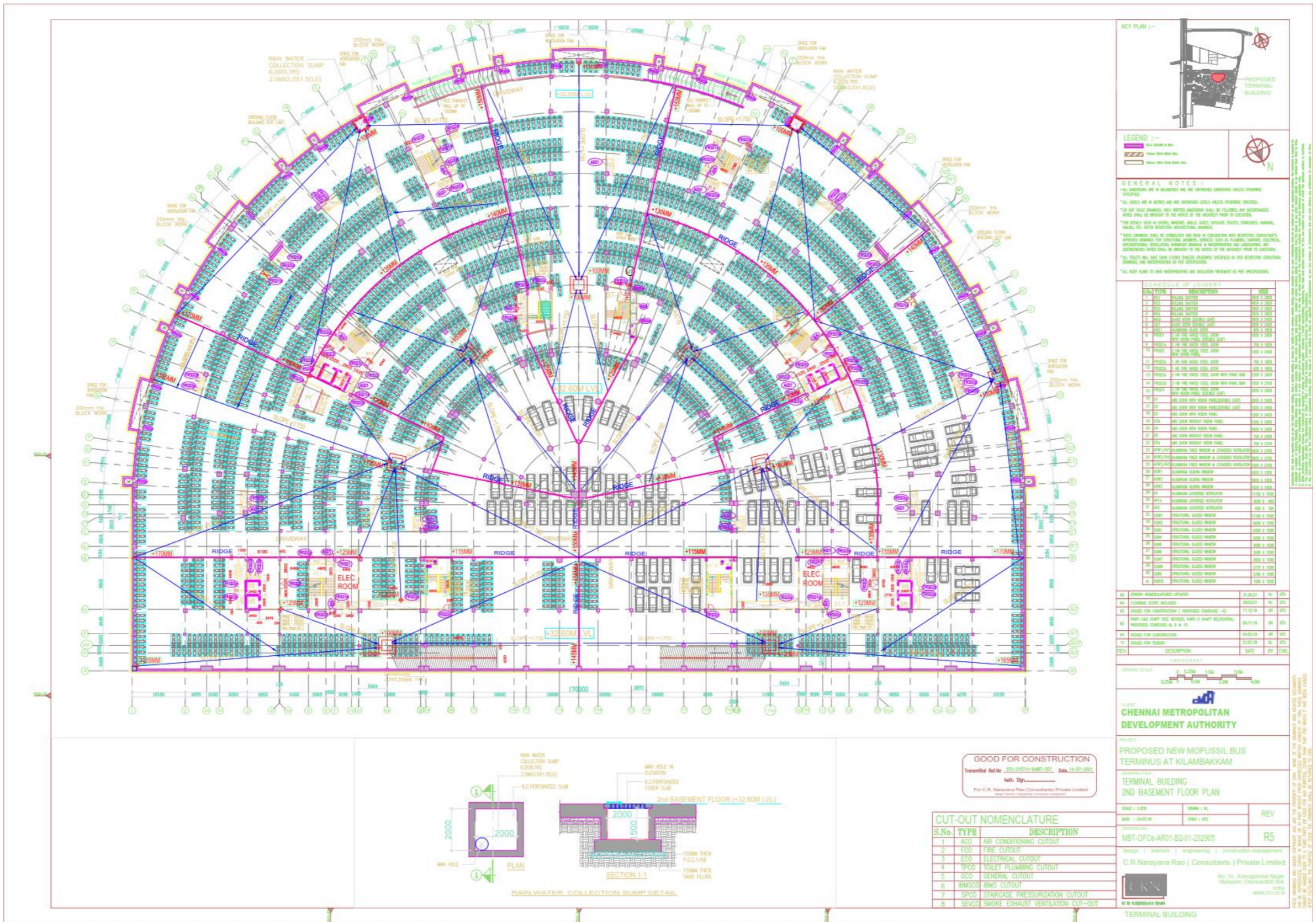
C.R.Narayana Rao (Consultants) Private Limited

No. 10, Karapakkam Nagar, Marathur, Chennai-600 024, India.
 10000
 www.crn.co.in

C.R.N.

TERMINAL BUILDING

TERMINAL BASEMENT II



GENERAL NOTES:

- ALL DIMENSIONS ARE IN METERS AND ARE UNLESS OTHERWISE SPECIFIED.
- ALL LEVELS ARE IN METERS AND ARE UNLESS OTHERWISE SPECIFIED.
- FOR ANY SPACE CHANGES, THE ARCHITECT'S DRAWING SHALL BE REVISED AND APPROVED NOTES SHALL BE BROUGHT TO THE NOTICE OF THE ARCHITECT FROM THE CLIENT.
- FOR WORK DONE AS PER DRAWING, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, APPROVALS, AND CLEARANCES FROM THE RELEVANT AUTHORITIES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, APPROVALS, AND CLEARANCES FROM THE RELEVANT AUTHORITIES.
- ALL UTILITIES SHALL BE LOCATED AND MARKED AS PER THE RELEVANT AUTHORITY'S RECORDS AND SURVEYS.
- ALL WORK SHALL BE DONE AS PER THE DRAWING AND IN ACCORDANCE WITH THE SPECIFICATIONS.

S.No.	DESCRIPTION	QTY	UNIT
1	CONCRETE WORK	1000	M ³
2	RAISED FLOOR	500	M ²
3	RAISED FLOOR	500	M ²
4	RAISED FLOOR	500	M ²
5	RAISED FLOOR	500	M ²
6	RAISED FLOOR	500	M ²
7	RAISED FLOOR	500	M ²
8	RAISED FLOOR	500	M ²
9	RAISED FLOOR	500	M ²
10	RAISED FLOOR	500	M ²
11	RAISED FLOOR	500	M ²
12	RAISED FLOOR	500	M ²
13	RAISED FLOOR	500	M ²
14	RAISED FLOOR	500	M ²
15	RAISED FLOOR	500	M ²
16	RAISED FLOOR	500	M ²
17	RAISED FLOOR	500	M ²
18	RAISED FLOOR	500	M ²
19	RAISED FLOOR	500	M ²
20	RAISED FLOOR	500	M ²
21	RAISED FLOOR	500	M ²
22	RAISED FLOOR	500	M ²
23	RAISED FLOOR	500	M ²
24	RAISED FLOOR	500	M ²
25	RAISED FLOOR	500	M ²
26	RAISED FLOOR	500	M ²
27	RAISED FLOOR	500	M ²
28	RAISED FLOOR	500	M ²
29	RAISED FLOOR	500	M ²
30	RAISED FLOOR	500	M ²
31	RAISED FLOOR	500	M ²
32	RAISED FLOOR	500	M ²
33	RAISED FLOOR	500	M ²
34	RAISED FLOOR	500	M ²
35	RAISED FLOOR	500	M ²
36	RAISED FLOOR	500	M ²
37	RAISED FLOOR	500	M ²
38	RAISED FLOOR	500	M ²
39	RAISED FLOOR	500	M ²
40	RAISED FLOOR	500	M ²
41	RAISED FLOOR	500	M ²
42	RAISED FLOOR	500	M ²
43	RAISED FLOOR	500	M ²
44	RAISED FLOOR	500	M ²
45	RAISED FLOOR	500	M ²
46	RAISED FLOOR	500	M ²
47	RAISED FLOOR	500	M ²
48	RAISED FLOOR	500	M ²
49	RAISED FLOOR	500	M ²
50	RAISED FLOOR	500	M ²

REV	DESCRIPTION	DATE	BY	CHECK
01	ISSUED FOR CONSTRUCTION	15-07-2021		
02	ISSUED FOR CONSTRUCTION	15-07-2021		
03	ISSUED FOR CONSTRUCTION	15-07-2021		
04	ISSUED FOR CONSTRUCTION	15-07-2021		
05	ISSUED FOR CONSTRUCTION	15-07-2021		
06	ISSUED FOR CONSTRUCTION	15-07-2021		
07	ISSUED FOR CONSTRUCTION	15-07-2021		
08	ISSUED FOR CONSTRUCTION	15-07-2021		
09	ISSUED FOR CONSTRUCTION	15-07-2021		
10	ISSUED FOR CONSTRUCTION	15-07-2021		
11	ISSUED FOR CONSTRUCTION	15-07-2021		
12	ISSUED FOR CONSTRUCTION	15-07-2021		
13	ISSUED FOR CONSTRUCTION	15-07-2021		
14	ISSUED FOR CONSTRUCTION	15-07-2021		
15	ISSUED FOR CONSTRUCTION	15-07-2021		
16	ISSUED FOR CONSTRUCTION	15-07-2021		
17	ISSUED FOR CONSTRUCTION	15-07-2021		
18	ISSUED FOR CONSTRUCTION	15-07-2021		
19	ISSUED FOR CONSTRUCTION	15-07-2021		
20	ISSUED FOR CONSTRUCTION	15-07-2021		
21	ISSUED FOR CONSTRUCTION	15-07-2021		
22	ISSUED FOR CONSTRUCTION	15-07-2021		
23	ISSUED FOR CONSTRUCTION	15-07-2021		
24	ISSUED FOR CONSTRUCTION	15-07-2021		
25	ISSUED FOR CONSTRUCTION	15-07-2021		
26	ISSUED FOR CONSTRUCTION	15-07-2021		
27	ISSUED FOR CONSTRUCTION	15-07-2021		
28	ISSUED FOR CONSTRUCTION	15-07-2021		
29	ISSUED FOR CONSTRUCTION	15-07-2021		
30	ISSUED FOR CONSTRUCTION	15-07-2021		
31	ISSUED FOR CONSTRUCTION	15-07-2021		
32	ISSUED FOR CONSTRUCTION	15-07-2021		
33	ISSUED FOR CONSTRUCTION	15-07-2021		
34	ISSUED FOR CONSTRUCTION	15-07-2021		
35	ISSUED FOR CONSTRUCTION	15-07-2021		
36	ISSUED FOR CONSTRUCTION	15-07-2021		
37	ISSUED FOR CONSTRUCTION	15-07-2021		
38	ISSUED FOR CONSTRUCTION	15-07-2021		
39	ISSUED FOR CONSTRUCTION	15-07-2021		
40	ISSUED FOR CONSTRUCTION	15-07-2021		
41	ISSUED FOR CONSTRUCTION	15-07-2021		
42	ISSUED FOR CONSTRUCTION	15-07-2021		
43	ISSUED FOR CONSTRUCTION	15-07-2021		
44	ISSUED FOR CONSTRUCTION	15-07-2021		
45	ISSUED FOR CONSTRUCTION	15-07-2021		
46	ISSUED FOR CONSTRUCTION	15-07-2021		
47	ISSUED FOR CONSTRUCTION	15-07-2021		
48	ISSUED FOR CONSTRUCTION	15-07-2021		
49	ISSUED FOR CONSTRUCTION	15-07-2021		
50	ISSUED FOR CONSTRUCTION	15-07-2021		



CHENNAI METROPOLITAN DEVELOPMENT AUTHORITY

PROPOSED NEW MOFUSSIL BUS TERMINUS AT KILBAKAKAM

TERMINAL BUILDING
2ND BASEMENT FLOOR PLAN

SCALE	DATE	REV
1:100	15-07-2021	R5

Design: Planning | Engineering | Construction Management
C.R. Narayana Rao (Consultants) Private Limited
No. 10, Kalyanapatti Nagar, Mysore, Chennai-600 024, India
www.crn.co.in

TERMINAL BUILDING



GOOD FOR CONSTRUCTION
Transmitted Ref.No. 200-20214-4887-07, Date: 15-07-2021
Auth. Sign:.....
For C.R. Narayana Rao (Consultants) Private Limited
Highly Qualified Registered Professional

S.No.	TYPE	DESCRIPTION
1	ACD	AIR CONDITIONING CUTOUT
2	FOO	FIRE CUTOUT
3	EOD	ELECTRICAL CUTOUT
4	TPCO	TOILET PLUMBING CUTOUT
5	GCO	GENERAL CUTOUT
6	BMSCO	BMS CUTOUT
7	SPCO	STAIRCASE PRESSURIZATION CUTOUT
8	SEVCO	SMOKE EXHAUST VENTILATION CUTOUT

Operation and Administration Area

Terminal Building

S. No	General	Bus operations & Maintenance Area	Mandatory Pub- lic Convenience Area	Others
Ground Floor				
1	Cloak Room	Ticket Counter – 2 Nos.	Info Desk	Circulation Area
2	Security/CCTV Room	Ticket Counter Lobby – 2 Nos.	Mother's Feeding Room	Lifts
3	Electrical Room – 6 Nos.	Time office – 2 Nos.	Medical	Staircases
4	Store Room – 2 Nos.	Training office – 3 Nos.	Clinic	Escalators
5	Control Room		ATM	Ducts
6			Waiting Area	
7			Toilets	
First Floor				
1	Electrical Room - 6 Nos.		Toilets	Lifts
2	Store Room – 2 Nos.			Staircases
3	Janitor – 2 Nos.			Ducts
Basement 1				
1	Electrical Room – 2 Nos.			Circulation Area
2				Lifts
3				Staircases
4				Ducts
Basement 2				

1	Electrical Room – 2 Nos.			Circulation Area
2				Lifts
3				Staircases
4				Ducts

Note:

Ducts includes ACO, ECO, FCO, GCO, TCPO, IBMSCO and SPCO

Circulation Area includes Lift lobby, Corridor, Pedestrian, Two Wheeler and Car Ramp

Drawings as attached in RFP / CA shall stand final in case of any variation

5.10. Annexure 9- User Fee

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

- **User Fee fixed by the Selected Bidder:**

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

- (i) retail shops
- (ii) advertisements (preferably digital). However, 10% (ten percent) of the advertisements slots shall be reserved and dedicated for the Authority and/or GoTN free of cost.

B. The Selected Bidder shall **determine and charge** the User Fee with prior approval of the Authority from time to time as per the prevailing market rate with respect to:

- (i) cloak room
- (ii) 4W parking

Any change / revision of the User Fee fixed by the Selected Bidder shall be finalized by a committee comprising of members representing the Authority, Transport Department,

Government of Tamil Nadu, Selected Bidder and any other representatives as decided by Authority.

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

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

- (i) entry fee per omni bus for each round trip at either departure or arrival whichever occurs first;
- (ii) entry fee per Government Mofussil (SETC, TNSTC, PRTC) buses
- (iii) dormitory
- (iv) 2W parking

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

The Selected Bidder shall have the right to collect User Fee from the users, at the rate specified in this Annexure 9 in accordance with the User Fee determined in the above mentioned clauses from the users of:

- (i) Retail shops
- (ii) advertisements (preferably digital)
- (iii) 2W/ 4W parking
- (iv) entry fee per omni bus for each round trip at either departure or arrival whichever occurs first
- (v) entry fee per Government Mofussil (SETC, TNSTC, PRTC) buses
- (vi) cloak room
- (vii) Dormitory

The Selected Bidder may also recover rent or fee for use of commercial or other spaces, passenger convenience facilities, provided by the Selected Bidder at the Bus Terminal subject to the approval of Authority. Approval of Authority for levying any other User Fee is mandatory and the decision of the Authority is final and binding and the same shall not have any financial implication on the Authority.

User Fee for Omni/ Government buses

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

Omni Buses Entry Fee Per Round Trip

S.No	Particulars	Unit	Amount
1.	Bus Entry Fee / Round Trip – Year 1	INR	150 including GST
2.	Bus Entry Fee / Round Trip – Year 1	INR	150 including GST
3.	Bus Entry Fee / Round Trip – Year 1	INR	500 including GST
4.	Minimum Total Trips per Quarter	Nos	40,000

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

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

S.No	Particulars	Proposed Tariff
1.	Entry / Bus / Day	INR 25 including GST
2.	No. of Mofussil Buses per day	1,100

Note:

1. Entry fee for MTC buses shall not be charged.
2. The minimum number of omni buses anticipated to be using the Bus Terminal per quarter shall be 40,000 buses (threshold for Omni buses) and the minimum number of Government buses to be using the Bus Terminal per day shall be 1,100 buses (threshold for Government buses).

3. In the event that the number of omni/government buses per quarter/day exceeds number of buses as mentioned in serial no. 2 (two) above, User Fee collected from the omni/government buses over and above the threshold in serial no. 2 (two) above per quarter/day shall be considered as excess revenue and the excess revenue shall be paid in entirety to the Authority by the Selected Bidder along with the quarterly payable Concession Fee.
4. In the event that the number of buses on a given day is less than the number of buses as mentioned in point 2 above, the Authority may, at its sole discretion, compensate the Selected Bidder for any revenue shortfall.
5. The Selected Bidder is responsible for monitoring all buses (Omni, SETC, TNSTC, MTC) and other private vehicles such as 4-wheelers, 2-wheelers, Autos, and Taxis at the bus terminus. This monitoring will be done using a combination of ANPR (Automatic Number Plate Recognition) cameras and boom barriers at both the entry and exit points. The data will be made accessible online in real-time. The designated officer of the Authority and the Selected Bidder shall countersign and verify the number of vehicles on a daily basis.

User Fee for 2W / 4W Parking, Cloak room, Dormitory and other charges

The Selected Bidder shall charge User Fee for cloak room, 4W parking and any other charges at a fixed rate which is charged in similar development. The Selected Bidder shall also allocate 2% of the total parking space as reserved preferential parking, free of charge, to be used by the Authority and/or other allied government department employees working in the Bus Terminal. The Selected Bidder shall charge User Fees for Dormitory and Parking as provided below:

Dormitory charges

S.No	Particulars	Proposed Tariff
1	Every 12 Hour	INR 200

Parking fee for private vehicles

S.No	Particulars	Proposed Tariff
1	2W / Bike	0 Hrs – 3 Hrs = INR 10 3 Hrs – 6 Hrs = INR 15 6 Hrs – 12 Hrs = INR 25 12 Hrs – 24 Hrs = INR 40 Additional 24 Hrs or part thereof = INR 40
2	4W / Car	Selected Bidder shall decide based on market practice.
Note: Parking Fee for 2W shall be escalated by 15% every 3 year		

5.11. Annexure 10- Stock Level of Supply for Operation and Maintenance

Stock level for all the housekeeping materials, replaceable and consumables for all the Machineries, Housekeeping / Maintenance Machineries, Diesel , Oil, Common Spares, safety equipment etc. should be sufficiently maintained at site. Following are the guidelines which shall be ensured by the Selected Bidder for effective operations & maintenance of site

- (a) Upon receipt of LoA before execution of Concession Agreement the Selected Bidder shall prepare a check list for all the materials for effective operations of bus stand and get necessary approval from Authority.
- (b) The check list shall contain the material specification, requirement / consumption per day or any specific timeline, lead period, minimum stock level, reorder level or any other detail as required by Authority shall be detailed.
- (c) The check list of materials shall be updated on quarterly basis during first year of operation and on yearly basis from Year 2 or as and when required by the Authority. The check list after getting approval of Authority shall be kept in site and shall be adhered always
- (d) For any material stock levels shall be calculated as follows

- i. Minimum Stock Level – Two times of lead or delivery time from order date
 - ii. Reorder Level – Three times of lead or delivery time from order date
- (e) For any loss or damages or inconvenience or non-adherence to maintenance standards due to non-maintenance of minimum stock level or non-availability of material, a penalty amounting to maximum of INR 10,000 per instance or actual loss or damages suffered by Authority shall be levied. Decision of Authority shall be final and binding on the Selected Bidder.
- (f) Authority shall modify or make changes or add specifications / requirement in the above methodology as and when required to ensure adherence with maintenance standards or service level agreement or any other terms of this RFP or Concession Agreement shall not have any financial or any other implication on the Authority
- (g) Cash procurement of materials shall be avoided, all the procurement shall be accounted and made as per good industry practise.
- (h) Details of all the material suppliers shall be disclosed along with Work Orders at the request of the Authority
- (i) Adequate test shall be undertaken by the Selected Bidder for all the material procured to ensure the desired quality and safety standards, authenticity etc. before usage of same
- (j) It shall be the responsibility of the Selected Bidder to keep safe custody of all the materials at site and to maintained adequate stock level and to ensure efficient and effective disposal of all the operations & maintenance and other requirements of site as per the RFP or Concession Agreement.

**15 APPENDIX-IX: NATIONAL POLICY ON SAFETY, HEALTH AND
ENVIRONMENT AT WORKPLACE**

1. PREAMBLE

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

1.2 These Directive Principles provide

- (a) for securing the health and strength of employees, men and women;
- b) that the tender age of children are not abused;
- c) that citizens are not forced by economic necessity to enter avocations unsuited to their age or strength;
- d) just and humane conditions of work and maternity relief are provided; and
- e) that the Government shall take steps, by suitable legislation or in any other way, to secure the participation of employee in the management of undertakings, establishments or other organisations engaged in any industry.

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

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

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

consultation and exchange of information and good practices are essential for prevention and promotion of such measures.

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

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

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

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

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

2. GOALS:

The Government firmly believes that building and maintaining national preventive safety and health culture is the need of the hour. With a view to develop such a culture and to improve the safety, health and environment at workplace, it is essential to meet the following requirements:-

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

2.2 providing administrative and technical support services.

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

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

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

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

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

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

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

3. OBJECTIVES:

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

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

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

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

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

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

4. ACTION PROGRAMME

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

4.1. Enforcement

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

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

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

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

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

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

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

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

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

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

4.2 National Standards

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

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

4.3 Compliance

4.3.1 by encouraging the appropriate Government to assume the fullest responsibility for the administration and enforcement of occupational safety, health and environment at workplace, provide assistance in identifying their needs and responsibilities in the area of safety, health and environment at workplace, to develop plans and programmes in accordance with the provisions of the applicable Acts and to conduct experimental and demonstration projects in connection therewith;

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

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

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

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

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

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

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

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

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

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

4.4 Awareness

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

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

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

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

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

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

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

4.4.8 by securing good liaison arrangements with the International organisations;

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

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

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

4.5 Research and Development

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

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

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

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

4.6 Occupational safety and health skills development

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

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

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

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

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

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

4.7 Data collection

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

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

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

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

4.7.5 by developing the means for improved access to information;

4.8 Review

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

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

5. Conclusion

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

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

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



CHENNAI METROPOLITAN DEVELOPMENT AUTHORITY

DRAFT CONCESSION AGREEMENT (DCA)

**OPERATION AND MAINTENANCE OF NEW BUS TERMINAL AT
KILAMBAKKAM FOR CHENNAI METROPOLITAN DEVELOPMENT
AUTHORITY ON PPP MODE FOR A PERIOD OF 15 YEARS**

___, 2023

CHENNAI METROPOLITAN DEVELOPMENT AUTHORITY

Thalamuthu-Natarajan Maaligai',

No.1, Gandhi Irwin Road,

Egmore,

Chennai – 600 008, Tamil Nadu, India

Tel: 91- 044 28414855

E-mail: mscmda@tn.gov.in

Website: <http://www.cmdachennai.gov.in/>

Contents**CONTENTS 2**

PART I: PRELIMINARY.....	12
ARTICLE 1. DEFINITIONS AND INTERPRETATION	13
1.1 Definitions.....	13
1.2 Interpretation.....	13
1.3 Measurements and arithmetic conventions	16
1.4 Priority of agreements, clauses and schedules	16
ARTICLE 2. SCOPE OF THE PROJECT.....	19
2.1 Scope of the Project	19
ARTICLE 3. GRANT OF CONCESSION.....	20
3.1 The Concession.....	20
ARTICLE 4. CONDITIONS PRECEDENT	23
4.1 Conditions Precedent	23
4.2 Damages for delay by the Authority	25
4.3 Damages for delay by the Concessionaire	25
4.4 Commencement of Concession Period	26
4.5 Deemed Termination upon delay	26
ARTICLE 5. OBLIGATIONS OF THE CONCESSIONAIRE.....	27
5.1 Obligations of the Concessionaire	27
5.2 Obligations relating to Project Agreements	30
5.3 Obligations relating to Change in Ownership.....	32
5.4 Obligations relating to employment of trained personnel.....	33
5.5 Facilities for differently abled and elderly persons.....	33
5.6 Branding of Project	34
5.7 Sole purpose of the Concessionaire	34
5.8 Obligations relating to basic amenities and facilities.....	35
5.9 Obligations relating to medical aids.....	35
5.10 Security and Safety at the Site	35
ARTICLE 6. OBLIGATIONS OF THE AUTHORITY.....	36
6.1 Obligations of the Authority	36
6.2 Obligations relating to refinancing	37
ARTICLE 7. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS.....	39
7.1 Representations and warranties of the Concessionaire	39
7.2 Representations and warranties of the Authority	42

7.3	Disclosure	43
ARTICLE 8. DISCLAIMER		44
8.1	Disclaimer	44
PART III DEVELOPMENT AND OPERATIONS		46
ARTICLE 9. PERFORMANCE SECURITY		47
9.1	Performance Security	47
9.2	Appropriation of Performance Security	47
9.3	Release of Performance Security	48
ARTICLE 10. RIGHT OF ACCESS.....		49
10.1	The Site	49
10.2	License and Right of Access	49
10.3	Procurement of the Site.....	50
10.4	Site to be free from Encumbrances	51
10.5	Protection of Site from Encumbrances	51
10.6	Access to the Authority.....	51
10.7	Geological and archaeological finds	51
ARTICLE 11. UTILITIES, ASSOCIATED ROADS AND TREES.....		53
ARTICLE 12. OPERATION AND MAINTENANCE		54
12.1	O&M obligations of the Concessionaire.....	54
12.2	Maintenance Manual.....	58
12.3	Maintenance Program	58
12.4	Safety, breakdowns and accidents	59
12.5	Damages for breach of maintenance obligations	60
12.6	Authority's right to take remedial measures	61
12.7	Overriding powers of the Authority.....	61
12.8	Restoration of loss or damage to the Project.....	62
12.9	Modifications to the Project.....	63
12.10	Excuse from performance of obligations	63
12.11	Advertising on the Site.....	64
12.12	Barriers and diversions.....	64
ARTICLE 13. SAFETY REQUIREMENTS.....		65
13.1	Safety Requirements	65
13.2	Expenditure on Safety Requirements.....	65
ARTICLE 14. MONITORING OF OPERATION AND MAINTENANCE		66
14.1	Monthly status reports.....	66

14.2	Inspection.....	66
14.3	Tests.....	67
14.4	Remedial measures.....	67
14.5	Reports of unusual occurrence.....	67
ARTICLE 15. FINANCIAL CLOSE.....		70
15.1	Financial Close.....	70
ARTICLE 16. CONCESSION FEE.....		71
16.1	Concession Fee.....	71
16.2	Mechanism of Payment.....	71
ARTICLE 17. USER FEE.....		72
17.1	Collection and Appropriation of Fee.....	72
17.2	Display of User Fee.....	73
ARTICLE 18. ESCROW ACCOUNT.....		74
18.1	Escrow Account.....	74
18.2	Deposits into Escrow Account.....	74
18.3	Withdrawals during Concession Period.....	74
18.4	Withdrawals upon Termination.....	76
ARTICLE 19. INSURANCE.....		77
19.1	Insurance during Concession Period.....	77
19.2	Insurance Cover.....	77
19.3	Notices to the Authority.....	78
19.4	Evidence of Insurance Cover.....	78
19.5	Remedy for failure to insure.....	78
19.6	Waiver of subrogation.....	79
19.7	Concessionaire's waiver.....	79
19.8	Application of insurance proceeds.....	79
19.9	Compliance with conditions of insurance policies.....	80
ARTICLE 20. ACCOUNTS AND AUDIT.....		81
20.1	Audited accounts.....	81
20.2	Appointment of auditors.....	82
20.3	Certification of claims by Statutory Auditors.....	82
20.4	Set-off.....	82
20.5	Dispute resolution.....	83
PART V FORCE MAJEURE AND TERMINATION.....		84
ARTICLE 21. FORCE MAJEURE.....		85

21.1	Force Majeure	85
21.2	Non-Political Event.....	85
21.3	Indirect Political Event.....	86
21.4	Political Event.....	87
21.5	Duty to report Force Majeure Event	87
21.6	Effect of Force Majeure Event on the Concession.....	88
21.7	Allocation of costs arising out of Force Majeure.....	89
21.8	Termination Notice for Force Majeure Event.....	90
21.9	Termination Payment for Force Majeure Event.....	90
21.10	Dispute resolution	90
21.11	Excuse from performance of obligations	91
ARTICLE 22. COMPENSATION FOR BREACH OF AGREEMENT		92
22.1	Compensation for default by the Concessionaire.....	92
22.2	Compensation for default by the Authority	92
22.3	Extension of Concession Period	92
22.4	Compensation to be in addition	93
22.5	Mitigation of costs and damage	93
ARTICLE 23. TERMINATION		94
23.1	Termination for Concessionaire Default.....	94
23.2	Termination for Authority Default.....	97
23.3	Other rights and obligations of the Authority	98
23.4	Survival of Rights	98
ARTICLE 24. DIVESTMENT OF RIGHTS AND INTEREST		99
24.1	Divestment Requirements.....	99
24.2	Inspection and cure	99
24.3	Cooperation and assistance on handover of Project.....	100
24.4	Vesting Certificate	100
24.5	Divestment costs etc.	101
ARTICLE 25. DEFECTS LIABILITY AFTER TERMINATION AND HANDOVER OF PROJECT ASSETS....		102
25.1	Liability for defects after Termination.....	102
25.2	Retention in Escrow Account	102
25.3	Handing Over of the Project Assets.....	103
25.4	Joint Inspection and Removal of Deficiency	103
25.5	First Right of Refusal.....	103
PART VI OTHER PROVISIONS		105

ARTICLE 26. ASSIGNMENT AND CHARGES.....	106
26.1 Restrictions on assignment and charges.....	106
26.2 Assignment by the Authority	106
ARTICLE 27. CHANGE IN LAW	107
27.1 Increase in costs	107
27.2 Reduction in Costs	107
27.3 No claim in the event of recovery from Users	108
ARTICLE 28. LIABILITY AND INDEMNITY	109
28.1 Deleted Intentionally	109
28.2 Indemnity by the Concessionaire	109
28.3 Notice and contest of claims	110
28.4 Defense of claims.....	110
28.5 No consequential claims	112
28.6 Limitation of Liability.....	112
28.7 Survival on Termination	112
ARTICLE 29. RIGHTS AND TITLE OVER THE SITE	113
29.1 Licensee rights	113
29.2 Access rights of the Authority and others	113
29.3 Property taxes.....	113
ARTICLE 30. DISPUTE RESOLUTION.....	114
30.1 Dispute resolution	114
30.2 Conciliation.....	114
30.3 Arbitration.....	114
30.4 Adjudication by a tribunal.....	115
ARTICLE 31. DISCLOSURE	116
31.1 Disclosure of Specified Documents	116
31.2 Disclosure of Documents relating to safety	116
31.3 Withholding disclosure of Protected Documents.....	116
ARTICLE 32. REDRESSAL OF PUBLIC GRIEVANCES	117
32.1 Complaints Register	117
32.2 Redressal of complaints	117
ARTICLE 33. MISCELLANEOUS	119
33.1 Governing law and jurisdiction.....	119
33.2 Waiver of immunity	119
33.3 Delayed payments	119

33.4	Waiver.....	120
33.5	Liability for review of Documents.....	120
33.6	Exclusion of implied warranties etc.....	121
33.7	Survival.....	121
33.8	Entire Agreement.....	121
33.9	Severability.....	122
33.10	No partnership.....	122
33.11	Third parties.....	122
33.12	Successors and assigns.....	123
33.13	Notices.....	123
33.14	Language.....	124
33.15	Counterparts.....	125
	ARTICLE 34. DEFINITIONS.....	126
34.1	Definitions.....	126
	SCHEDULES 139	
	SITE OF THE PROJECT (SCHEDULE A)	140
	O&M OF THE PROJECT (SCHEDULE B).....	141
1.	Project Objective.....	142
2.	Scope of Services.....	144
3.	Deduction for Non-Performance.....	171
4.	Revenue Components	172
5.	Annexures	173
5.1.	Annexure 1 –Intentionally deleted.....	173
5.2.	Annexure 2 – Area Statement.....	173
5.3.	Annexure 3 – Details of Available Assets at Kilambakkam	185
5.4.	Annexure 4 – Key Performance Indicators under Service Level Agreement	226
5.5.	Annexure 5 – Minimum Manpower Requirement and Minimal List of Machineries	236
5.6.	Annexure 6 – Deduction for Non-performance.....	241
5.7.	Annexure 7- List of Proposed Leasable Components	244
5.8.	Annexure 8- Map of the Bus Terminal	250
5.9.	Annexure 9- User Fee.....	259
5.10.	Annexure 10- Stock Level of Supply for Operation and Maintenance	262
	(SCHEDULE C) AND (SCHEDULE D) INTENTIONALLY DELETED	264
	APPLICABLE PERMITS (SCHEDULE E)	264
	PERFORMANCE SECURITY (SCHEDULE F)	265

SCHEDULE D: INTENTIONALLY DELETED SAFETY REQUIREMENTS (SCHEDULE H)..... 269

ESCROW AGREEMENT (SCHEDULE I) 271

(SCHEDULE J)- INTENTIONALLY DELETED 289

VESTING CERTIFICATE (SCHEDULE K)..... 290

(SCHEDULE L)-INTENTIONALLY DELETED 292

NATIONAL POLICY ON SAFETY, HEALTH AND ENVIRONMENT AT WORKPLACE (SCHEDULE M) 293

Government of Tamil Nadu
CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT (Agreement) is entered into on this the..... day of....., 20..... (“**Effective Date**”)

BETWEEN

1. The Chennai Metropolitan Development Authority represented by its Member Secretary having its registered address at Thalamuthu-Natarajan Maaligai, No.1, Gandhi Irwin Road, Egmore, Chennai – 600 008, Tamil Nadu, India (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, legal representatives, successors and assigns) of One Part

AND

1. LIMITED, a special purpose company incorporated under the provisions of the Companies Act, 2013 with Corporate Identity Number (CIN) _____ and having its registered office at, represented by its authorized vide Board Resolution dated (hereinafter referred to as the “**Concessionaire**” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the second Part.

*The Authority and Concessionaire individually referred to as “**Party**” and jointly as “**Parties.**”*

WHEREAS:

- (A.) The Authority recognizing the need for improving and maintaining the bus transport infrastructure intends to execute the Operation and Maintenance of New Bus Terminal at Kilambakkam through Public Private Partnership (the “**PPP**”) basis for a period of 15 (Fifteen) Years with an additional period of 15 (Fifteen) years extended by the Authority at its sole discretion (the “**Project**”) in accordance with the terms and

conditions to be set forth in this Agreement to be entered into by the Parties. The Project shall be financed by the Concessionaire who shall recover its investment and costs through levy and appropriation of User Fee (*defined herein*).

- (B.) The Authority had prescribed the technical and commercial terms and conditions and invited the financial proposals (hereinafter referred to as the “**Bid(s)**”) by its Request for Proposal No. [●] dated [●] from the Bidders.
- (C.) After evaluation of the Bids received, the Authority had accepted the Bid of the {name of the Concessionaire} {a Consortium of _____ and _____}, having its CIN _____ and having its registered address at _____ (hereinafter referred to as the “**Concessionaire**”) and issued its Letter of Award No. dated (hereinafter called the “**LOA**”) to the Selected Bidder requiring, inter alia, the execution of this Concession Agreement within 30 (thirty) days of the date of issue thereof.
- (D.) The Selected Bidder has since promoted and incorporated the Concessionaire as a limited liability company under the Companies Act 2013 and has requested the Authority to accept the Concessionaire as the entity which shall undertake and perform the obligations and exercise the rights of the { Selected Bidder } under the LOA, including the obligation to enter into this Concession Agreement pursuant to the LOA for undertaking the Project.
- (E.) {By its letter dated [●] the Concessionaire has also joined in the said request of the Selected Bidder to the Authority to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the Selected Bidder / Consortium including the obligation to enter into this Concession Agreement pursuant to the LOA. The Concessionaire has further represented to the effect that it has been promoted by the Selected Bidder for the purposes hereof.}
- (F.) The Concessionaire represents and warrants that it has duly fulfilled all the terms and conditions necessary for the execution of this Agreement as per the terms and condition in RFP, any addendum and/or corrigenda thereof and is in a position to execute this Agreement and implement the Project as envisaged in the RFP, any addendum and/or corrigenda thereof and this Concession Agreement.

(G.) Pursuant to the compliance by the Selected Bidder of the pre-conditions to the execution of this Concession Agreement, the Authority has {agreed to the said request of the Selected Bidder and the Concessionaire and has} accordingly agreed to enter into this Concession Agreement with the Concessionaire for implementation of the Project, subject to and on the terms and conditions set forth hereinafter.

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

PART I: Preliminary

ARTICLE 1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The words and expressions beginning with capital letters and defined in this Agreement (including those in Article 41) shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

1.2 Interpretation

1.2.1 In this Agreement, unless the context otherwise requires,

- (a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- (b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and/ or in the State of Tamil Nadu, and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- (c) references to a “**person**” and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- (d) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- (e) the words “**include**” and “**including**” are to be construed without limitation and shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases;

- (f) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- (g) any reference today shall mean a reference to a calendar day;
- (h) Reference to a “**business day**” shall be construed as reference to a day (other than a Sunday) on which banks in the State of Tamil Nadu are generally open for business;
- (i) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- (j) references to any date, period shall mean and include such date or period as may be extended pursuant to this Agreement;
- (k) any reference to any period commencing “**from**” a specified day or date and “**till**” or “**until**” a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
- (l) the words importing singular shall include plural and vice versa;
- (m) References to any gender shall include the other and the neutral gender;
- (n) “**lakh**” means a hundred thousand (100,000) and “**crore**” means ten million (10,000,000);
- (o) “**Indebtedness**” shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (p) references to the “**winding-up**”, “**dissolution**”, “**insolvency**”, or “**reorganization**” of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;
- (q) save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other

document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this sub-clause (s) shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;

- (r) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorized representative of such Party, as the case may be, in this behalf and not otherwise;
- (s) the Schedules and Recitals to this Agreement and the **RFP** along with any corrigendum/ addendum, forms an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- (t) references to Recitals, Articles, Clauses, Sub-clauses, Provisos or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses, Provisos and Schedules of or to this Agreement, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Agreement or of the Schedule in which such reference appears;
- (u) the damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the “**Damages**”); and
- (v) time shall be of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

1.2.2 Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Concessionaire to the Authority shall be provided free of

cost and in three copies, and if the Authority is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain two copies thereof.

1.2.3 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

1.2.4 Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.

1.3 Measurements and arithmetic conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

1.4 Priority of agreements, clauses and schedules

1.4.1 This Agreement, and all other agreements and documents forming part of or referred to in this agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:

(a) this Agreement;

(b) Corrigendum/ Addendum;

(c) RFP

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

i.e. the Agreement at (a) above shall prevail over the agreements and documents at (b), (c) and (d) above.

1.4.2 Subject to provisions of Clause 1.4.1, in case of ambiguities or discrepancies within this Agreement, the following shall apply:

- (a) between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
- (b) between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;
- (c) between any two Schedules, the Schedule relevant to the issue shall prevail;
- (d) between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;
- (e) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and
- (f) between any value written in numerals and that in words, the latter shall prevail

Part II – The Concession

ARTICLE 2. SCOPE OF THE PROJECT

2.1 Scope of the Project

The scope of the Project (the “**Scope of the Project**”) shall mean and include, during the Concession Period (*defined herein*):

- (a) Operating and maintaining the Project on the Site set forth in Schedule-A in accordance with the requirements specified in Schedule-B and in conformity with the Specifications and Standards set forth in Schedule-D;
- (b) performance and fulfillment of all other obligations of the Concessionaire in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Concessionaire under this Agreement.

ARTICLE 3. GRANT OF CONCESSION

3.1 The Concession

3.1.1 Subject to and in accordance with the provisions of this Agreement, Applicable Laws and Applicable Permits, and agreeing to comply with all other terms and conditions of this Agreement including payment of Performance Security and the representations, warranties and covenants on part of the Concessionaire, the Authority hereby grants to the Concessionaire, the concession set forth herein including the exclusive right, license and authority to operate and maintain the Project (the “**Concession**”) for a period of 15 (Fifteen) years commencing from the Appointed Date and an additional period of 15 (fifteen) years if extended by the Authority at its sole discretion subject to open competitive bidding process in accordance with the Concession Agreement, and the Concessionaire hereby accepts the Concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein. The Concessionaire agrees and acknowledges to vacate and handover the Project upon expiry of the Concession Period in good working condition subject to normal wear and tear including warranties, guarantees, and any required operational licenses as well as carryout snagging, de-snagging and testing of the Project.

The Concessionaire shall be responsible for the operation and maintenance of the Bus Terminal at Kilambakam (hereinafter referred to as the “**Bus Terminal**”) along with associated amenities and facilities for a period of 15 (Fifteen) years and an additional period of 15 (fifteen) years if extended by the Authority at its sole discretion in accordance with the Concession Agreement (the period of 15 (fifteen) years and the extension of 15 (fifteen) years granted by the Authority at its sole discretion shall be referred to as the “**Concession Period**”). The resources for facilities such as police outpost, timekeeper office, terminal office shall be provided by respective departments/agencies of the Authority. The operation, queuing, routing and regulation of buses inside the Bus Terminal shall be carried out by Authority at its cost. For avoidance of any doubt, the responsibility of the Concessionaire shall not only be limited to operating and maintaining of the infrastructure pertaining to Bus Terminal operations but also the collection of User Fee in accordance with the terms and conditions of this Agreement.

3.1.2 Subject to and in accordance with the provisions of this Agreement, the Concession hereby granted shall oblige or entitle (as the case may be) the Concessionaire to:

- (a) right of access and license to the Site for the purpose of and to the extent conferred by the provisions of this Agreement;
- (b) market, manage, operate and maintain the Project and regulate the use thereof by third parties;
- (c) demand, collect, revise and appropriate User Fee from Users liable for payment of such User Fee for using the Project or any part thereof;
- (d) perform and fulfill all the Concessionaire's obligations under and in accordance with this Agreement;
- (e) save as otherwise expressly provided in this Agreement, bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Concessionaire under this Agreement; and
- (f) neither assign, transfer or sublicense/sublet or create any lien or encumbrance on this Agreement, or the Concession hereby granted or on the whole or any part of the Project nor transfer, license/sub-license, lease, or part possession thereof, save and except as expressly permitted by this Agreement.. For the purpose of clarity, the Concessionaire has the right to collect User Fee from sub-licensee subject to the express written consent of the Authority.
- (g) To apply for renewal and obtain all requisite approvals and consents including from all Government Instrumentality concerned, for the Operation and Maintenance of the Site and ensure the same are effective and valid.
- (h) The Concessionaire has no right to sell or mortgage the title of the Site or any of the whole or part thereof and it shall, on the Date of Handover vacate and hand over the Site along with any Project Assets to the Authority or its nominated agency in accordance with the provisions hereof in this Agreement.
- (i) Revenue collection- as per Annexure 9 of this Agreement.
- (j) If any new Project assets/ facilities are being created in the Bus Terminal upon the requirement and decision of the Authority, then the Authority shall bear the cost of the same and the Concessionaire shall be responsible for the Operation and Maintenance of the new Project assets/facilities. In case the Concessionaire

proposes to develop any new Project asset/facilities the same shall be carried out as per mutual agreement between the Authority and the Concessionaire. However, the Operation and Maintenance of new Project asset/facilities as aforementioned shall continue to be carried out by the Concessionaire at its cost.

- (k) If any structural modification are required to be made to the existing Project asset/facilities by the Concessionaire, the same shall be carried out at the cost of the Concessionaire with prior written approval of the Authority in conformity with the Specifications and Standards, Good Industry Practice and Applicable Laws (*defined herein*) as per the procedure outlined in the Concession Agreement.
- (l) If any structural modifications are required to be made to the existing Project asset/facilities by the Authority, the same shall be carried out at the cost of the Authority without affecting the revenue of the Concessionaire and after completion of structural modifications, these Project assets/ facilities shall be handed over to the Concessionaire during the Concession Period (*defined herein*). The Concessionaire shall be responsible for the Operation and Maintenance of such facility without any financial implication or claim on the Authority.

ARTICLE 4. CONDITIONS PRECEDENT

4.1 Conditions Precedent

4.1.1 Save and except as expressly provided in Articles 4, 5, 6, 7, , 9, 10, 20, 31, , or unless the context otherwise requires, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this Clause 4.1 (the “**Conditions Precedent**”) save and except to the extent of waiver, if any, that a Party may grant in accordance with the provisions of Clauses 4.1.3 and/or 4.4 as the case maybe.

4.1.2 The Concessionaire may, upon providing the Performance Security to the Authority in accordance with Article 9, at any time prior to 30 (thirty) days from the issue of the Letter of Award, by notice require the Authority to satisfy any or all of the Conditions Precedent of the Authority set forth below within a period of 60 (Sixty) days of the notice. , The Conditions Precedent required to be satisfied by the Authority prior to the Appointed Date shall be deemed to have been fulfilled when the Authority shall have:

- a. procured for the Concessionaire, the right of access to the Site and
- b. The handover of the functional Site to the Concessionaire without any snag / defect in good working condition including warranties, guarantees, and any required operational licenses post testing and commissioning of the Project.

4.1.3 The Conditions Precedent required to be satisfied by the Concessionaire within a period of [60(Sixty) days] from Effective Date of Agreement shall be deemed to have been fulfilled when the Concessionaire shall have:

- (a) provided Performance Security to the Authority 30 (thirty) days prior to issuance of LOA;
- (b) provided Concession Fee for the first quarter on the Effective Date
- (c) executed and procured execution of the Escrow Agreement;
- (d) Mobilized the resources at the Project Site;

- (e) procured/renew as applicable, all the Applicable Permits as specified in Schedule-E unconditionally or if subject to conditions, then all such conditions required to be fulfilled by the date specified therein shall have been satisfied in full and such Applicable Permits are in full force and effect;
- (f) delivered to the Authority {from the Consortium Members, their respective} confirmation of the correctness of the representations and warranties set forth in Sub-clauses (k), (l) and (m) of Clause 7.1 of this Agreement.
- (g) delivered to the Authority a legal opinion from the Indian legal counsel of the Concessionaire with respect to the authority of the Concessionaire to enter into this Agreement and the enforceability of the provisions thereof:
- (h) delivered proof of its shareholding pattern, evidenced by certificates from the statutory auditors.
- (i) Delivered certified as true copies by a Director of the Concessionaire of all resolutions adopted by the Board of Directors of the Concessionaire authorising the execution, delivery and performance by the Concessionaire under this Agreement and each of the Project Agreements;
- (j) executed and delivered to the Authority the letter acknowledging receipt of possessions of Site;
- (k) delivered true copies of the constitutional documents of the Concessionaire certified by the Director of the Concessionaire;
- (l) procured insurances in the name of the Authority for entire project cost;
- (m) provided working capital arrangement to the Authority.

Provided that upon request in writing by the Concessionaire, the Authority may, in its discretion, waive any of the Conditions Precedent set forth in this Clause 4.1.3. For the avoidance of doubt, the Authority may at any time, in its sole discretion, grant any waiver hereunder with such conditions as it may deem fit.

4.1.4 Each Party shall make all reasonable endeavors to satisfy the Conditions Precedent within the time stipulated and shall provide the other Party with such reasonable cooperation as

may be required to assist that Party in satisfying the Conditions Precedent for which that Party is responsible.

4.1.5 The Parties shall notify each other in writing at least once in 15 (Fifteen) days on the progress made in satisfying the Conditions Precedent. Each Party shall promptly inform the other Party when any Condition Precedent for which it is responsible has been satisfied.

4.1.6 Notwithstanding the above, both the parties are provided with a period of 60 (Sixty) days for fulfilment of conditions precedent that may be extended by an additional period of 30 (Thirty) days subject to the discretion of the Authority.

4.1.7 Upon fulfillment of all the Condition Precedent specified from Clause 4.1.3, a 15 (Fifteen) day trial run period shall be initiated (“**Trail Run Period**”) from the 61st (Sixty First) day and the 16th (Sixteenth) day after the commencement of Trail Run Period shall be considered as the Appointed Date.

4.2 Damages for delay by the Authority

In the event that (i) the Authority does not procure fulfillment of any or all of the Conditions Precedent set forth in Clause 4.1.2 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of breach of this Agreement by the Concessionaire or due to Force Majeure, the Authority shall pay to the Concessionaire, Rs. 4 (Four) lakhs as Damages for each day’s delay until the fulfillment of such Conditions Precedent, subject to a maximum of 15% of Performance Security.

4.3 Damages for delay by the Concessionaire

In the event that (i) the Concessionaire does not procure fulfillment of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of failure to fulfill the obligations under Clause 4.1.2 or other breach of this Agreement by the Authority, or due to Force Majeure, the Concessionaire shall pay to the Authority, Rs. 8 (eight) lakhs as Damages for each day’s delay until the fulfillment of such Conditions Precedent, subject to a maximum of 30% of Performance Security.

4.4 Commencement of Concession Period

After the expiry of Trial Period of 15 (fifteen) days, the 16th (Sixteenth) day, shall be the Appointed Date which shall be the date of commencement of the Concession Period and during which the Concessionaire is authorized to carry out the Project in accordance with the provisions hereof. For the avoidance of doubt, the Parties agree that the Concessionaire may, upon occurrence of the Appointed Date hereunder, by notice convey the particulars thereof to the Authority, and shall thereupon be entitled to commence Operation and Maintenance (O&M) of the Project during the Concession Period.

- a. In the event of termination, the Concession Period shall mean and be limited to the period commencing from the Appointed Date and ending with the termination.
- b. At the end of the Concession Period or sooner termination of this Agreement for any reason whatsoever, all rights given under this Concession Agreement shall cease to have effect and the Site and the Project Assets shall be handed over to the Authority in good working condition subject to normal wear and tear including warranties, guarantees, and any required operational licenses as well as carryout snagging, de-snagging and testing of the Project.

4.5 Deemed Termination upon delay

Without prejudice to the provisions of Clauses 4.2 and 4.3 and subject to the provisions of Clause 9.2, the Parties expressly agree that 60 (Sixty) days shall be considered for fulfilling Conditions Precedent, failing which a cure period of 30 (Thirty) days shall be provided. In case of failure in fulfilment of conditions precedent in the cure period, the Concession Agreement shall stand terminated. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Concessionaire, the Performance Security of the Concessionaire shall be encashed and appropriated by the Authority as Damages thereof.

Without prejudice to and notwithstanding anything to the contrary set out in the foregoing, the Parties may by mutual agreement in writing, instead decide to extend the time for fulfilling the Conditions Precedent.

ARTICLE 5. OBLIGATIONS OF THE CONCESSIONAIRE

5.1 Obligations of the Concessionaire

5.1.1 Subject to and on the terms and conditions of this Agreement, the Concessionaire shall, at its own cost and expense, procure finance for and undertake the operation, maintenance and handover of the Project and observe, fulfill, comply with and perform all its obligations set out in this Agreement or arising hereunder.

5.1.2 The Concessionaire shall comply with all Applicable Laws and Applicable Permits / approvals (including renewals as required) in the performance of its obligations under this Agreement.

5.1.3 Subject to the provisions of Clauses 5.1.1 and 5.1.2, the Concessionaire shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.

5.1.4 The Concessionaire shall, at its own cost and expense observe, undertake, comply with and perform, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:

- (a) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details as may be required for renewal of Applicable Permits/ approvals for O&M of the Project./ clearances other than those set forth in Clause 4.1.2, and renew and keep in force and effect such Applicable Permits in conformity with Applicable Laws;
- (b) procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes, know-how and systems used or incorporated into the Project;
- (c) perform and fulfill its obligations under the Financing Agreements;

- (d) execute the Financing Agreements and deliver to the Authority 3 (three) true copies thereof, duly attested by a Director of the Concessionaire;
- (e) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Contractors in connection with the performance of its obligations under this Agreement;
- (f) ensure and procure that its Contractors comply with all Operation and Maintenance related Applicable Permits and required approvals as per Applicable Laws in the performance by them of any of the Concessionaire's obligations under this Agreement;
- (g) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement;
- (h) support, cooperate with and facilitate the Authority in the operation and maintenance of the Project in accordance with the provisions of this Agreement;
- (i) carry out its obligations and duties with regard to the operation and maintenance of the Project in accordance with Schedule N and other provisions of this Agreement. The obligations shall include all works arising from any obligation of the Concessionaire, and all duties not mentioned in this Concession Agreement, but which may be inferred to be necessary for the safe, reliable and efficient Operation and Maintenance of the Project; ;
- (j) ensure and procure that its Contractor(s)/ sub-licensees complies with all Applicable Permits and Applicable Laws in the performance by them of any of the Concessionaire's obligations under this Agreement;
- (k) vacate and handover the Project to the Authority in good working condition subject to normal wear and tear including warranties, guarantees, and any required operational licenses as well as carry out snagging, de-snagging and testing of the Project upon termination of this Agreement, in accordance with the provisions of this Agreement;
- (l) ensure that all equipment and facilities comprising the Project are operated and maintained in accordance with the Specifications and Standards, , Safety Requirements and Good Industry Practice. Additionally, the Concessionaire shall also ensure adherence to the maintenance guidelines and operational standards

provided by the manufacturers perform its obligations under this Agreement and notify to Authority forthwith the occurrence of Financial Close;

- (m) remove promptly from the Site, all waste materials (including, without limitation, hazardous materials and waste-water), rubbish and other debris (including without limitation accident debris) and shall keep the Site in a neat and clean condition and in conformity with the Applicable Laws and Applicable Permits;
- (n) provide to Authority reports on regular basis during the Concession Period
- (o) undertake Debt Service payments in accordance with the Financing Documents
- (p) ensure and procure that each Project Agreement contains provisions that entitle Authority to terminate this Agreement on account of default or breach by the Concessionaire;
- (q) take all reasonable precautions for the prevention of accidents on or about the Project and provide all reasonable assistance and emergency medical aid to accident victims. A medical service provider shall be made available at the Project at all times at the Concessionaire expense. The medical service provider shall be appointed by the Authority
- (r) indemnify the Authority against all actions, suits, claims, demands and proceedings and any loss or damage or cost or expense that may be suffered by them on account of anything done or omitted to be done by the Concessionaire in connection with the performance of its obligations under this Agreement; and
- (s) comply with the Divestment Requirements and the Site should be handed over to the Authority in good working condition subject to normal wear and tear including warranties, guarantees, and any required operational licenses as well as carry out snagging, de-snagging and testing of the Project upon Termination of the Agreement.
- (t) The Concessionaire shall allocate 5% of the retail space provided as in Annexure 7 to the Authority for any usage at the rate fixed by the Authority for development. This allocation may be utilized for various purposes by the Authority, including but not limited to retail. Notwithstanding the forgoing, the Authority may license the aforementioned space to Government Departments/agencies.

5.2 Obligations relating to Project Agreements

5.2.1 It is expressly agreed that the Concessionaire shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in the Project Agreements or any other agreement, and no default under any Project Agreement or agreement shall excuse the Concessionaire from its obligations or liability hereunder.

5.2.2 The Concessionaire shall submit to the Authority the drafts of all Project Agreements or any amendments or replacements thereto, for its review and comments, and the Authority shall have the right but not the obligation to undertake such review and provide its comments, if any, to the Concessionaire within 15 (fifteen) days of the receipt of such drafts. Within 7 (seven) days of execution of any Project Agreement or amendment thereto, the Concessionaire shall submit to the Authority a true copy thereof, duly attested by a Director of the Concessionaire, for its record. For the avoidance of doubt, it is agreed that the review and comments hereunder shall be limited to ensuring compliance with the terms of this Agreement. It is further agreed that any failure or omission of the Authority to review and/ or comment hereunder shall not be construed or deemed as acceptance of any such agreement or document by the Authority. No review and/ or observation of the Authority and/ or its failure to review and/ or convey its observations on any document shall relieve the Concessionaire of its obligations and liabilities under this Agreement in any manner nor shall the Authority be liable for the same in any manner whatsoever.

5.2.3 The Concessionaire shall not make any addition, replacement or amendments to any of the Financing Agreements without the prior written consent of the Authority if such addition, replacement or amendment has, or may have, the effect of imposing or increasing any financial liability or obligation on the Authority, and in the event that any replacement or amendment is made without such consent, the Concessionaire shall not enforce such replacement or amendment nor permit enforcement thereof against the Authority. For the avoidance of doubt, the Authority acknowledges and agrees that it shall not unreasonably withhold its consent for restructuring or rescheduling of the debt of the Concessionaire.

5.2.4 The Concessionaire is permitted only to sub-license, the Project forming part of the Bus Terminal along with associated amenities & facilities with prior written approval of the Authority, which approval the Authority may, in its discretion, deny if such sub-license

has or may have a Material Adverse Effect on the rights and obligations of the Authority under this Agreement or Applicable Laws, provided:

- (a) the period of the sub-license shall be co-terminus with the period of this Concession Agreement. Upon termination of this Agreement, the sub-license so granted by the Concessionaire shall also stand terminated.
- (b) in case of pre-mature Termination of this Concession Agreement, as per the discretion of the Authority, the sub-license also shall stand terminated provided all proceeds/ rentals arising from such sub-licensing of the Project shall alone accrue to the Authority. However, the Concessionaire shall ensure to include appropriate clause with respect to pre-mature Termination in the proposed execution of the sub-license agreement with the sub-licensee in order to give effect to the aforementioned.
- (c) the Concessionaire shall furnish the copy of the signed sub-license agreement to the Authority for its information and record within 5 days of execution of such sub-license agreements. Any amendments to the sub-license agreement shall not be made without prior permission of the Authority.
- (d) the sub-license agreements shall not contain any provision which is directly or indirectly violative of the terms and conditions of this Agreement and/ or causes any Material Adverse Effect on the interests of the Authority under this Agreement.

5.2.5 The Concessionaire shall procure that each of the Project Agreements contains provisions that entitle the Authority to terminate this Agreement (the “**Covenant**”). The Concessionaire expressly agrees to include the Covenant in all its Project Agreements and undertakes that it shall, in respect of each of the Project Agreements, procure and deliver to the Authority an acknowledgment and undertaking, in a form acceptable to the Authority, from the counter party(ies) of each of the Project Agreements, where under such counter party(ies) shall acknowledge and accept the Covenant and undertake to be

bound by the same and not to seek any relief or remedy whatsoever from the Authority in the event of Termination.

5.3 Obligations relating to Change in Ownership

5.3.1 The Concessionaire shall not undertake or permit any Change in Ownership, except with the prior written approval of the Authority.

5.3.2 Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and acknowledges that:

- (a) all acquisitions of Equity by an acquirer, either by himself or with any person acting in concert, directly or indirectly, including by transfer of the direct or indirect legal or beneficial ownership or control of any Equity, in aggregate of 25% (twenty five per cent) or more of the total Equity of the Concessionaire; or
- (b) acquisition of any control directly or indirectly of the Board of Directors of the Concessionaire by any person either by himself or together with any person or persons acting in concert with him:

shall constitute a Change in Ownership requiring prior written approval of the Authority from national security and public interest perspective, the decision of the Authority in this behalf being final, conclusive and binding on the Concessionaire, and undertakes that it shall not give effect to any such acquisition of Equity or control of the Board of Directors of the Concessionaire without such prior approval of the Authority. For the avoidance of doubt, it is expressly agreed that approval of the Authority hereunder shall be limited to national security and public interest perspective, and the Authority shall endeavor to convey its decision thereon expeditiously. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Concessionaire from any liability or obligation under this Agreement.

For the purposes of this Clause 5.3.2:

- (i) the expression “acquirer”, “control” and “person acting in concert” shall have the meaning ascribed thereto in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulations, 2011 or any statutory re-enactment thereof as in force as on the date of acquisition of Equity,

or the control of the Board of Directors, as the case may be, of the Concessionaire;

- (ii) the indirect transfer or control of legal or beneficial ownership of Equity shall mean transfer of the direct or indirect beneficial ownership or control of any company or companies whether in India or abroad which results in the acquirer acquiring control over the shares or voting rights of shares of the Concessionaire; and
- (iii) power to appoint, whether by contract or by virtue of control or acquisition of shares of any company holding directly or through one or more companies (whether situated in India or abroad) the Equity of the Concessionaire, not less than half of the directors on the Board of Directors of the Concessionaire or of any company, directly or indirectly whether situated in India or abroad, having ultimate control of 25% (twenty five per cent) or more of the Equity of the Concessionaire shall constitute acquisition of control, directly or indirectly, of the Board of Directors of the Concessionaire.

5.4 Obligations relating to employment of trained personnel

The Concessionaire shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective function. Proof of training, educational certificates, and previous experience shall be provided by the personnel and is subject to verification by the Authority at any time.

5.5 Facilities for differently abled and elderly persons

The Concessionaire shall, comply with existing guidelines, norms, rules, and regulations, guidelines issued from time to time by the Ministry of Social Justice and Empowerment, or a substitute thereof with regard to the operation and maintenance of any government facility, or public place in terms of accessibility, inclusivity, allotment of space as well as the provisions set by both the central and state government to , ensure the existence,

operation and maintenance of a barrier free environment for the differently abled and for elderly persons using the Project.

5.6 Branding of Project

The Project or any part thereof shall not be branded in any manner to advertise, display or reflect the name or identity of the Concessionaire or its shareholders or its sub-licensees. The Concessionaire undertakes that it shall not, in any manner, use the name or entity of the Project to advertise or display its own identity, brand equity or business interests, including those of its shareholders and sub-licensees, save and except as may be necessary in the normal course of business with the prior written consent of the Authority. For the avoidance of doubt, it is agreed that the Concessionaire may display its own name at a spot where other public notices are displayed for the Users. It is further agreed that the Project shall be known, promoted, displayed and advertised by the name of the Authority. External appearance of the Project should not be modified/alterd to give an impression to a prudent person that the Project is owned/sponsored by any other person.

5.7 Sole purpose of the Concessionaire

The Concessionaire having been incorporated for the sole purpose of exercising the rights and observing and performing its obligations and liabilities under this Agreement i.e., the operation and maintenance and handing over of the Project, the Concessionaire or any of its subsidiaries shall not, except with the previous written consent of the Authority, be or become directly or indirectly engaged, concerned or interested in any business other than as envisaged herein. The Concessionaire shall not have any shareholding interest or otherwise in any entity, contractors/ suppliers/ consultants or any other form of arrangement with any person, which may allow it to undertake or perform any other business activity.

5.8 Obligations relating to basic amenities and facilities

The Concessionaire shall, during the entire term of the Concession Period, in addition to the infrastructure required to be operated and maintained by it under this Agreement, provide and maintain amenities, in adequate numbers in accordance with Good Industry Practice for non-discriminatory use by the Users of the Project including obligations relating to medical aid.

5.9 Obligations relating to medical aids

For providing aid and assistance in medical emergencies relating to the Project, the Authority shall set up and operate a medical aid post equipped to render first aid including ambulance facilities and assisting in accessing emergency medical aid from hospitals in the vicinity .

5.10 Security and Safety at the Site

For security and safety at the Site, the Concessionaire shall:

- (i) maintain the boundary wall and other suitable protection around the Site and shall be responsible for the security arrangements for the Site in order to maintain safe and orderly conduct of its business and the security thereof.
- (ii) engage and depute trained personnel for maintaining the security and safety of Users inside the Site in accordance with Good Industry Practice.
- (iii) abide by and implement any instructions of the Authority for enhancing the security within and around the Site.

ARTICLE 6. OBLIGATIONS OF THE AUTHORITY**6.1 Obligations of the Authority**

6.1.1 The Authority shall, at its own cost and expenses undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.

6.1.2 The Authority agrees to provide support to the Concessionaire and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and Applicable Laws, the following:

- (a) upon written request from the Concessionaire, and subject to the Concessionaire complying with Applicable Laws, provide reasonable support and assistance to the Concessionaire in procuring Applicable Permits (if any) required from any Government Instrumentality for Operation and Maintenance of the Project;
- (b) The Authority shall ensure availability of all necessary infrastructure facilities and utilities at Site, including water, drainage electricity etc. at rates and on terms no less favorable to the Concessionaire than those generally available to commercial customers receiving substantially equivalent services. However, the Concessionaire shall make payments for the above-mentioned facilities and utilities to the respective departments. In the event of a water shortage, power cuts other similar events, the Authority shall not be liable to Concessionaire for any damages, losses direct or indirect, arising from such water shortage/ power cuts and similar other events. Furthermore, Government Instrumentality shall be responsible for paying any utility/facility charges associated with the use of the office spaces occupied by them.
- (c) procure that no barriers are erected or placed on or about the Project by any Government Instrumentality or persons claiming through or under it, except for reasons of Emergency, national security or law and order or collection of inter-state taxes;
- (d) subject to Clause 3.1.1 and in accordance with Applicable Laws, grant to the Concessionaire the authority to regulate use of the Project;
- (e) assist the Concessionaire in procuring police assistance for regulation of movement of Users/ traffic, removal of trespassers and security on or at the Project;

- (f) not do or omit to do any act, deed or thing which may, in any manner be violative of any of the provisions of this Agreement;
- (g) support, cooperate with and facilitate the Concessionaire in the operation of the Project in accordance with the provisions of this Agreement;
- (h) The Authority shall be responsible for replacing the assets belonging to the Authority after its normal lifespan, as specified by the machinery supplier. However, the Authority is not responsible for damages caused due to poor maintenance, failure to meet standard operating procedures, or negligence by Concessionaire. In such cases, the Concessionaire shall be responsible for replacing the assets. In case of dispute, the decision of the Authority shall be final and binding.
- (i) The Authority shall appoint, at its cost an independent auditor or any agency to monitor the O&M of the Project . The role of the independent auditor or agency shall include but not be limited to:
 - 1. check and monitor compliance with the Key Performance Indicators (KPIs);
 - 2. evaluate compliance with various law, rules, policies and procedures;
 - 3. overseeing resources and checking compliance with safety measures as aforesaid in the Concession Agreement.
 - 4. Provide a systematic and independent examination of the Project's compliance with the Concession Agreement and submit the report to the Authority.
 - 5. evaluate damage claims based on disruption, changes in conditions, changes in scope, or consequential damages.

6.2 Obligations relating to refinancing

Upon request made by the Concessionaire to this effect, the Authority shall, in conformity with any regulations or guidelines that may be notified by the Government or the Reserve Bank of India, as the case may be, permit and enable the Concessionaire to secure refinancing, in whole or in part, of the Debt Due on such terms as may be agreed upon between the Concessionaire and the entity providing such refinancing; provided,

however, that the refinancing hereunder shall always be subject to the prior written consent of the Authority, which consent shall not be unreasonably withheld. For the avoidance of doubt, the tenure of debt refinanced hereunder may be determined mutually between the Lenders and the Concessionaire, but the repayment thereof shall be completed no later than 1 (one) year prior to expiry of the Concession Period. Further the refinancing documents should not contain any clause which is inconsistent with the Concession Agreement and in case of any disagreement / inconsistency / interpretation issue, the Concession Agreement shall alone prevail over any other agreements including financing / refinancing agreements.

ARTICLE 7. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**7.1 Representations and warranties of the Concessionaire**

The Concessionaire represents and warrants to the Authority that:

- (a) it is duly organized and validly existing under the laws of jurisdiction of its incorporation, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (b) it has taken all necessary corporate and other actions under Applicable Laws and its constitutional documents to authorise the execution, delivery and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (c) {the Selected Bidder and its/their} Associates have the financial standing, capacity and resources to fund the required Equity and to raise the debt necessary for undertaking Operation and Maintenance of the Project in accordance with this Agreement;
- (d) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- (e) it is subject to the laws of India, and hereby, expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising hereunder including any obligation, liability or responsibility hereunder;
- (f) the information furnished in the Bid and as updated on or before the Effective Date of this Agreement is true and accurate in all respects as on the date of this Agreement;
- (g) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association {or those of any member of the Consortium} or any Applicable Laws or any

covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

- (h) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or constitute a default of the Concessionaire under this Agreement or which individually or in the aggregate may result in any material impairment on its business, properties or assets or its condition, financial or otherwise, or in any impairment of its ability to perform any of its obligations under this Agreement;
- (i) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or Government Instrumentality which may result in any Material Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- (j) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a Material Adverse Effect on its ability to perform its obligations under this Agreement;
- (k) it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3 and that the Selected Bidder along with its Consortium Members, shall hold not less than 51% (fifty-one percent) of its issued and paid up Equity as on the date of this Agreement and till the end of the Concession Period; and that each Consortium Member whose technical and financial capacity was evaluated for the purposes of qualification and award of project in response to the RFP shall hold at least 26% (twenty six per cent) of equity until the expiry of the Concession Period ;
- (l) the Selected Bidder is duly organized and validly existing under the laws of the jurisdiction of its incorporation or registration, as the case may be, and has requested the Authority to enter into this Agreement with the Concessionaire

pursuant to the Letter of Award, and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement;

- (m) all its rights and interests in the Project shall pass to and vest in the Authority on the Date of Handover / Termination free and clear of all liens, claims and Encumbrances, without any further act or deed on its part or that of the Authority, and that none of the Project Assets including materials, supplies or equipments forming a part thereof shall be acquired by it, subject to any agreement under which a security interest or other lien or Encumbrance is retained by any person, save and except as expressly provided in this Agreement. All assets including materials, supplies or equipments forming a part thereof shall be handed over to the Authority in good working condition subject to normal wear and tear along with warranties/ guarantees and necessary operational licenses after snagging, de-snagging and testing of the Project on the Date of Handover. Any investment or assets, such as solar panels that were created during the Concession Period shall be deemed to be the property of the Authority. All plant and machinery, equipment, tools, etc. that have been purchased or leased for the purpose of O&M by the Concessionaire shall be required to be removed from the Site before vacating the Project and handing over the Project to the Authority. The liability of any asset is not transferable to the Authority. The Concessionaire shall maintain an asset register, which shall be checked and validated on a regular basis by the Authority.
- (n) no representation or warranty by it contained herein or in any other document furnished by it to the Authority or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- (o) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Concession or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Authority in connection therewith;

- (p) all information provided by the Selected Bidder in response to the Request for Proposals or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects;
- (q) all undertakings and obligations of the Concessionaire and/or Selected Bidder arising from the Request for Proposals or otherwise shall be binding on the Concessionaire as if they form part of this Agreement.

7.2 Representations and warranties of the Authority

The Authority represents and warrants to the Concessionaire that:

- (a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;
- (b) it has taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of this Agreement;
- (c) it has the financial standing and capacity to perform its obligations under this Agreement;
- (d) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (e) it has complied with Applicable Laws in all material respects;
- (f) it has good and valid right to the Site and has power and authority to grant a license in respect thereto to the Concessionaire.
- (g) to the best of its knowledge and belief, there are no actions, suits or proceedings pending at law or in equity before any court or before any other judicial, quasi-judicial or other Government Instrumentality, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any Material Adverse Effect upon its ability to perform its obligations under this Agreement;
- (h) all information provided by it in response to the Request for Proposals, including amendments thereto or disclosures thereunder, in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects;

- (i) upon the Concessionaire paying the annual Concession Fee and performing the covenants herein, it shall not at any time during the term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the Concessionaire, except in accordance with this Agreement;
- (j) It has the right, power and authority to manage and operate the Project up to the Appointed Date;
- (k) It is duly organized and validly existing under the laws of India;

7.3 Disclosure

In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any right, remedy or obligation of either Party under this Agreement.

ARTICLE 8. DISCLAIMER**8.1 Disclaimer**

8.1.1 The Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has, after a complete and careful examination, made an independent evaluation of the Request for Proposal, Scope of the Project, Specifications and Standards, Site, existing structures, local conditions, traffic volumes and all information provided by the Authority or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Concessionaire confirms that it or any entity claiming under it shall have no claim whatsoever against the Authority in this regard.

8.1.2 The Concessionaire acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Concessionaire, the Selected Bidder and/or its/ their Associates or any person claiming through or under any of them.

8.1.3 The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above shall not vitiate this Agreement or render it voidable.

8.1.4 In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Clause 8.1.1 above, that Party shall immediately notify the other Party, specifying the mistake or error; provided, however, that a failure on part of the Authority to give any notice pursuant to this Clause 8.1.4 shall not prejudice the

disclaimer of the Authority contained in Clause 8.1.1 and shall not in any manner shift to the Authority any risks assumed by the Concessionaire pursuant to this Agreement.

8.1.5 .

8.1.6 Concessionaire acknowledges and hereby accepts the costs, time, resources, risks and hazards associated with the performance of its obligations hereunder and hereby agrees that Authority shall not be liable for the same in any manner whatsoever to Concessionaire, other than as expressly provided in this Agreement.

8.1.7 Deemed Knowledge and Disclaimer

Subject to the provisions of this Agreement, the Concessionaire shall be fully and exclusively responsible for, and shall bear the financial, technical, commercial, legal and other risks in relation to the operation and maintenance of the Project and all its other rights and obligations under or pursuant to this Agreement regardless of whatever risks, contingencies, circumstances and/or hazards may be encountered (foreseen or not foreseen) and notwithstanding any change(s) in any of such risks, contingencies, circumstances and/or hazards on exceptional grounds or otherwise and whether foreseen or not foreseen and the Concessionaire shall have no right whether express or implied to bring any claim against, or to recover any compensation or other amount from, the Authority and/or any of their agencies other than in respect of those matters in respect of which express provision is made in this Agreement.

Part III Development and Operations

ARTICLE 9. PERFORMANCE SECURITY

9.1 Performance Security

9.1.1 The Concessionaire shall, for the performance of its obligations hereunder, provide to the Authority no later than 30 (Thirty) days from the issue of the Letter of Award or on an earlier date acceptable to the Authority, performance security in the form of an irrevocable and unconditional guarantee from a schedule bank for a sum equivalent to Rs. 8 Crores Only (Rupees Eight Crores Only) in the form set forth in Schedule-F (the “**Performance Security**”). Until such time the Performance Security is provided by the Concessionaire pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Concessionaire.

9.1.2 Notwithstanding anything to the contrary contained in this Agreement, in the event Performance Security is not provided by the Concessionaire within a period of 30 (thirty) days from the Effective Date of this Agreement, the Authority may encash the Bid Security and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

9.2 Appropriation of Performance Security

Upon occurrence of a Concessionaire Default or failure to meet any Condition Precedent, or failure to remedy such default in the Cure Period, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate from the Performance Security the amounts due to it for and in respect of such Concessionaire Default or for failure to meet any Condition Precedent. Upon such encashment and appropriation from the Performance Security, the Concessionaire shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, to the original level of the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, failing which the

Authority shall be entitled to terminate this Agreement in accordance with the provisions herein. Upon such replenishment or furnishing of a fresh Performance Security, as the case may be, the Concessionaire shall be entitled to an additional Cure Period of 90 (ninety) days for remedying the Concessionaire Default or for satisfying any Condition Precedent, and in the event of the Concessionaire not curing its default or meeting such Condition Precedent within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement in accordance with the provisions herein.

9.3 Release of Performance Security

The Performance Security shall remain in force and effect throughout the period of Concession Agreement and shall be released within 6 (Six) months after the expiry of Concession Period, provided, however, that the Performance Security shall not be released and shall be kept alive by the Concessionaire if the Concessionaire is in breach of this Agreement. Upon request made by the Concessionaire for release of the Performance Security along with the particulars which establish satisfaction of the requirements specified in this Clause 9.3, the Authority shall release the Performance Security forthwith.

ARTICLE 10. RIGHT OF ACCESS**10.1 The Site**

The site of the Project shall comprise the Bus Terminal at Kilambakkam as described in Schedule-A; and in respect of which the Right of access shall be provided and granted by the Authority to the Concessionaire as a licensee under and in accordance with this Agreement (the “Site”). For the avoidance of doubt, it is hereby acknowledged and agreed that references to the Site shall be construed as references to the new Bus Terminal at Kilambakkam required for the Project as set forth in Schedule-A.

10.2 License and Right of Access

10.2.1 The Authority hereby grants to the Concessionaire access to the Site for carrying out any surveys, investigations and tests that the Concessionaire may deem necessary, it being expressly agreed and understood that the Authority shall have no liability whatsoever in respect of survey, investigations, inspections and tests carried out or work undertaken by the Concessionaire on or about the Site pursuant hereto in the event of Termination or otherwise.

10.2.2 In consideration of the Concession Fee, this Agreement and the warranties and representations on the part of the Concessionaire herein contained, the Authority, in accordance with the terms and conditions set forth herein, hereby grants to the Concessionaire, the rights to operate and maintain the Site from the Appointed Date. The Site will be handed over by the Authority to the Concessionaire in good working condition, free from any snags or defects, and will include warranties, guarantees, and necessary operational authorizations after testing and commissioning. The Concessionaire shall have the right to operate and maintain the Site, together with all and singular rights, liberties, privileges, easements and appurtenances whatsoever to the Site, hereditaments or premises or any part thereof belonging to or in any way appurtenant

thereto or enjoyed therewith, for the duration of the Concession Period and, for the purposes permitted under this Agreement, and for no other purpose whatsoever.

10.2.3 It is expressly agreed that the license granted hereunder shall terminate automatically and forthwith, without the need for any action to be taken by the Authority to terminate the license, upon the Termination of this Agreement for any reason whatsoever.

10.3 Procurement of the Site

10.3.1 Pursuant to the notice specified in Clause 4.1.2, the Authority Representative and the Concessionaire shall, on a mutually agreed date and time, inspect the Site to verify all the developments at the Site and prepare a memorandum containing an inventory of the Site including the buildings, structures, road works, trees and any other immovable property on or attached to the Site. Such memorandum shall have appended thereto an appendix (the “**Appendix**”) specifying in reasonable detail those parts of the Site to which access has not been granted to the Concessionaire. Signing of the memorandum, in 2 (two) counterparts (each of which shall constitute an original), by the authorised representatives of the Parties shall, subject to the provisions of Clause 10.2.2, be deemed to provide Concession to the Concessionaire for operating and maintaining the Site during the Concession Period under and in accordance with the provisions of this Agreement and for no other purpose whatsoever.

10.3.2 In case of any dispute between the Concessionaire and the Authority in relation to the survey of the Site and the Appendix, the decision of the Authority shall prevail and shall be binding on the Concessionaire.

10.3.3 On and after signing the memorandum referred to in Clause 10.3.1, and until the Date of Handover, the Concessionaire shall maintain a round-the-clock vigil over the Site and shall ensure and procure that no encroachment thereon takes place, and in the event of any encroachment or occupation on any part thereof, the Concessionaire shall report such encroachment or occupation forthwith to the Authority and undertake its removal at its cost and expenses.

10.3.4 The Authority shall make adequate efforts to the extent possible to hand over, no later than 60 (Sixty) days from the Appointed Date, the Right of access to the Concessionaire in respect of Site included in the Appendix, and in the event of delay for any reason other than Force Majeure or breach of this Agreement by the Concessionaire, it shall pay to

the Concessionaire Damages under and in accordance with the provisions of Clause 4.2 commencing from the Appointed Date until right of access is granted to the Concessionaire.

10.4 Site to be free from Encumbrances

The Site shall be made available by the Authority to the Concessionaire pursuant hereto free from all Encumbrances to enable the Concessionaire to discharge obligations as per this Agreement.

10.5 Protection of Site from Encumbrances

During the Concession Period, the Concessionaire shall protect the Site from any and all encroachments and shall not place or create nor permit any Contractor or other person claiming through or under the Concessionaire to place or create any Encumbrance or security interest over all or any part of the Site or the Project Assets, or on any rights of the Concessionaire therein or under this Agreement, save and except as otherwise expressly set forth in this Agreement.

10.6 Access to the Authority

The license, access and right to the Site granted to the Concessionaire hereunder shall always be subject to the right of access of the Authority and their employees and agents for inspection, viewing and exercise of their rights and performance of their obligations under this Agreement.

10.7 Geological and archaeological finds

It is expressly agreed that mining, geological or archaeological rights do not form part of the license granted to the Concessionaire under this Agreement and the Concessionaire hereby acknowledges and agrees that it shall not have any mining rights or interest in the underlying minerals, fossils, antiquities, structures or other remnants or things either of particular geological or archaeological interest and that such rights, interest and property on or under the Site shall vest in and belong to the Authority or the concerned Government Instrumentality. The Concessionaire shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or property and shall inform the Authority forthwith of the discovery thereof and comply with such instructions as the Authority or the concerned Government Instrumentality may reasonably give for the removal of such property. For the avoidance of doubt, it is

agreed that any reasonable expenses incurred by the Concessionaire hereunder shall be reimbursed by the Authority.

ARTICLE 11. UTILITIES, ASSOCIATED ROADS AND TREES**11.1 Existing utilities and roads**

11.2 The Concessionaire is required to promptly notify the Authority in the event that any notice is issued by any other government agency owning the existing roads, right of access or utilities on or under the Site and shall comply with the instructions provided by the Authority. The Authority shall, upon written request from the Concessionaire, initiate and undertake at its own cost, such necessary actions/ proceedings for granting right of access necessary for such diversion. New utilities and roads

11.2.1 The Concessionaire shall allow, subject to such conditions as the Authority may specify, access to, and use of the Site for laying telephone lines, water pipes, electric cables or other public utilities. Where such access or use causes any financial loss to the Concessionaire, the Authority shall pay compensation or damages as per Applicable Laws. For the avoidance of doubt, it is agreed that use of the Site under this Clause 11.2 shall not in any manner relieve the Concessionaire of its obligation to maintain the Project in accordance with this Agreement and any damage caused by such use shall be restored forthwith

11.3 Reasonable Support of the Authority

The Parties agree that the Authority shall assist the Concessionaire with all reasonable support on best endeavors basis to the Concessionaire required for fulfilment of all obligations specified in Article 11.

ARTICLE 12. OPERATION AND MAINTENANCE**12.1 O&M obligations of the Concessionaire**

12.1.1 The Concessionaire shall operate and maintain the Project excluding regulating the operations of the Buses, in accordance with this Agreement to comply with the provisions of this Agreement, Applicable Laws and Applicable Permits, and conform to Specifications and Standards and Good Industry Practice. The obligations of the Concessionaire hereunder shall include:

- (a) Conduct regular cleaning of both the internal and external areas in order to adhere to the necessary service standards;
- (b) Permitting and ensuring safe, smooth and uninterrupted use of the Project, including prevention of loss or damage thereto, during normal operating conditions;
- (c) Collecting and appropriating the User Fee;
- (d) Minimizing disruption in the event of accidents or other incidents affecting the safety and use of the Project by providing a rapid and effective response and maintaining liaison with emergency services of the State;
- (e) Carrying out periodic preventive maintenance of the Project;
- (f) Undertaking routine maintenance for keeping the Project in good health including prompt repairs of cracks, joints, , markings, lighting, signs and other control devices except for defaults arising due to poor workmanship or construction defaults of the Authority;
- (g) ;
- (h) Preventing, with the assistance of concerned law enforcement agencies, any unauthorized use of the Project;
- (i) Preventing, with the assistance of the concerned law enforcement agencies, any encroachments on, or unauthorized entry to the Project;
- (j) Protection of the environment and provision of equipment and materials thereof;

- (k) operation and maintenance of all communication, control and administrative systems necessary for the efficient operation of the Project and for providing safe, smooth and uninterrupted use of the Project;
- (l) Maintaining a public relations unit to interface with and attend to suggestions from the Users, government agencies, media and other agencies; and
- (m) Complying with Safety Requirements in accordance with provisions herein.
- (n) Exercising appropriate control over Contractors and managing, directing, administering, and supervising their working to ensure compliance with the provisions of this Agreement. The Concessionaire may outsource any of the activities such as security, technical, parking, advertisement, dormitory with prior approval from the Authority. The primary responsibility shall remain with the Concessionaire.;
- (o) Ensuring coordination with the Authority and other relevant departments to facilitate the seamless operation of the site;
- (p) The granting of sub-licenses for Omni Bus;
- (q) Provision for omni bus offices on the first floor shall be made based on market demand, at the prevailing market rate, and subject to availability of space. A total of 78 (Seventy Eight) bus bays will be designated specifically for omni buses.
- (r) Acquiring operational/renewal of licenses for all Plant and Machinery and any other necessary approvals during operations and maintenance;
- (s) Carry out day to day repairs and maintenance;
- (t) Conducting structural audits on an annual basis;
- (u) Payment of utilities, excluding property tax, the utility payments incurred for the corresponding retail area shall be reimbursed;
- (v) Renovating the Project once every 3 years to address minor defects and other repairs arising from the normal wear and tear; The renovation should include all such activities that shall enable the full functioning of the Project in good working condition and undertake activities including but not limited

to painting/whitewash etc. Providing yearly structural certification until the handover;

- (w) Ensure the smooth operation of the Bus Operations software;
- (x) Ensuring that the Concessionaire has AMC/CAMC in place for all plant and machineries throughout the entire Concession Period. The Concessionaire shall be provided with a copy of the applicable AMC, as provided by the Original Equipment Manufacturer (OEM), during the warranty period or any extended period thereof, by the Authority.
- (y) Service level requirements under the service level agreement (SLA) are indicative in nature, any further changes in SLA requirements shall be at the cost of the Concessionaire without any financial implication or claim on the Authority and without affecting the annual Concession Fee payable to the Authority. If the Authority makes any modifications to the maintenance programme in order to comply with the Service Level Agreement, the Concessionaire shall ensure that they follow the guidelines outlined in the manufacturers' manual or adhere to good industry practices. These modifications will not result in any financial or legal implications for the Authority.
- (z) The Concessionaire is responsible for monitoring all buses (Omni, SETC, TNSTC, MTC) and other private vehicles such as 4-wheelers, 2-wheelers, Autos, and Taxis at the bus terminus. This monitoring will be done using a combination of ANPR (Automatic Number Plate Recognition) cameras and boom barriers at both the entry and exit points. The data will be made accessible online in real-time. The designated officer of the Authority and the Concessionaire shall countersign and verify the number of vehicles on a daily basis.
- (aa) The Concessionaire is required to install solar panels with a minimum capacity of 1.9 Mwp within the Bus Terminal. These solar panels should be used to meet the power needs of the Bus Terminal, utilising the existing terrace with necessary legal approvals for the same. This installation should be completed within 6 months from the date of execution of the Concession Agreement.

12.1.2 The Concessionaire shall remove promptly from the Site, all, waste materials (including hazardous materials and waste water), rubbish and other debris (including, without limitation, accident debris) and keep the Project in a clean, tidy and orderly condition, and in conformity with Applicable Laws, Applicable Permits and Good Industry Practice. For the avoidance of doubt, it is agreed that the debris and material excavated shall be carried to and deposited at the location as specified by the Authority.

12.1.3 The Concessionaire shall maintain, in conformity with Good Industry Practice, all stretches of approach roads or other structures situated on the Site. If any structural modification are required to be made to the existing Project asset/facilities by the Concessionaire, the same shall be carried out at the cost of the Concessionaire with prior written approval of the Authority in conformity with the Specifications and Standards, Good Industry Practice and Applicable Laws (*defined herein*) as per the procedure outlined in the Concession Agreement.

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

If any new Project assets/ facilities are being created in the Bus Terminal upon the requirement and decision of the Authority, then the Authority shall bear the cost of the same and the Concessionaire shall be responsible for the Operation and Maintenance of the new Project assets/facilities. In case the Concessionaire proposes to develop any new Project asset/facilities the same shall be carried out as per mutual agreement between the Authority and the Concessionaire. However, the Operation and Maintenance of new

Project asset/facilities as aforementioned shall continue to be carried out by the Concessionaire at its cost.

12.1.4 Without prejudice to any other rights or remedies arising under the Concession Agreement if the Concessionaire fails in performing the O&M obligations and such a failure is not cured in accordance with Clause 12.5 dealing with damages for breach of maintenance obligations then such a failure shall constitute a breach of or default under this Concession Agreement.

12.2 Maintenance Manual

12.2.1 No later than 30 (thirty) days prior to the Appointed Date, the Concessionaire shall, evolve a repair and maintenance manual (the “**Maintenance Manual**”) for the regular and preventive maintenance of the Project in conformity with the Specifications and Standards, , Safety Requirements and Good Industry Practice, and shall provide 2 (two) copies thereof to the Authority for their written approval. The Maintenance Manual shall be revised and updated every year or as required by the Authority.

12.2.2 Without prejudice to the provision of Clause 12.3.1, the Maintenance Manual shall, in particular, include provisions for maintenance of Project Assets and shall provide for life cycle maintenance, routine maintenance and reactive maintenance which may be reasonably necessary for maintenance and repair of the Project Assets, including replacement thereof, such that their overall condition conforms to Good Industry Practice.

12.3 Maintenance Program

12.3.1 On or before Appointed Date and no later than 15 (Fifteen) days prior to the beginning of each Accounting Year during the Concession Period, as the case may be, the Concessionaire shall provide to the Authority its proposed annual program of preventive, urgent and other scheduled maintenance (the “**Maintenance Program**”) to comply with the Maintenance Manual and Safety Requirements. Such Maintenance Program shall include:

- (a) preventive maintenance schedule;

- (b) arrangements and procedures for carrying out urgent repairs;
- (c) criteria to be adopted for deciding maintenance needs;
- (d) intervals and procedures for carrying out inspection of all elements of the Project;
- (e) intervals at which the Concessionaire shall carry out periodic maintenance;
- (f) arrangements and procedures for carrying out safety related measures; and
- (g) intervals for major maintenance works and the scope thereof.
- (h) Software for O&M shall be made mandatory for effective supervision, tracking, compliance, approval and transparency in process.

12.3.2 Within 15 (fifteen) days of receipt of the Maintenance Program, the Authority may review the same and convey its comments to the Concessionaire with particular reference to its conformity with the Maintenance Manual and Safety Requirements. Notwithstanding the forgoing, the Authority is not liable in any manner to review and convey its comments.

12.3.3 The Concessionaire may modify the Maintenance Program as may be reasonable in the circumstances, and the procedure specified in this clause shall apply *mutatis mutandis* to such modifications.

12.3.4 Any changes suggested by the Authority to the Maintenance Program shall be adhered to as per the manual of manufacturers or Good Industry Practice. These changes shall not have any financial or legal impact on the Authority.

12.4 Safety, breakdowns and accidents

12.4.1 The Concessionaire shall ensure safe conditions for the Users, and in the event of unsafe conditions, closures, diversions, breakdowns and accidents, it shall follow the relevant operating procedures including the setting up of temporary lights and removal of obstruction and debris without delay. Such procedures shall conform to the provisions of this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice.

12.4.2 The Concessionaire's responsibility for rescue operations on the Project shall be limited to an initial response to any particular incident until such time as the competent authority takes charge and shall include prompt removal of vehicles or debris or any other

obstruction, which may endanger or interrupt the use of the Project. For this purpose, it shall take appropriate measures to maintain and operate appropriate round-the-clock mechanisms.

12.5 Damages for breach of maintenance obligations

In the event that the Concessionaire fails to repair or rectify any defect or deficiency set forth in the Annexure 4 – Key Performance Indicators under Service Level Agreement within the standard repair period specified therein (hereinafter referred to as “**Minimum Requirement Period**”), notice shall be given by the Concessionaire either by itself or by the Authority at the expiry of the Minimum Requirement Period as per the Annexure 4 granting an additional repair period along with imposition of appropriate penalty for the rectification of the defect (hereinafter referred to as “**Additional-Compliance Period**”). If the defect is not fixed within the specified Additional-Compliance Period, the Authority will send a second notice to the Concessionaire at the expiration of the Additional-Compliance Period, providing a one-time cure period to rectify the defect. The duration of the cure period shall be as per Minimum Required Period, or any further extension as determined by the Authority. If the defect is not remedied by the end of the aforementioned cure period the same shall be considered as an event of default and the Authority may at its discretion rectify the default at the cost of the Concessionaire. If the Concessionaire fails to rectify the defect three times in continuous period of 365 (Three hundred and Sixty-Five) days, it shall result in the termination of the Concession Agreement. Written permission from the Authority shall be required in the event of any extraordinary circumstances. If the Concessionaire fails to comply with the service level agreement and this results in any financial loss to the Authority, Concessionaire shall be responsible for rectifying the damages at actual costs. The decision of the Authority shall be final and binding on the Concessionaire. The Damages set forth in this clause may be assessed and specified forthwith by the Authority either by itself or through its designated representative; provided that the Authority may, in its discretion, demand a smaller sum as Damages, if in its opinion, the breach has been cured promptly and the Concessionaire is otherwise in compliance with its obligations hereunder. The decision of the authority shall be final and binding.

12.6 Authority's right to take remedial measures

12.6.1 In the event the Concessionaire does not maintain and/or repair the Project or any part thereof in conformity with the, the Maintenance Manual, Maintenance Program or in accordance with Annexure 4 – Key Performance Indicators under Service Level Agreement, as the case may be, by the end of the cure period, the same shall be considered as an event of default and the Authority may at its discretion rectify the default at the expense of the Concessionaire. If the Concessionaire fails to rectify defect three times in continuous period of 365 (Three hundred and Sixty-Five) days, it will result in the termination of the Concession Agreement. An administrative officer from the Authority's office shall be appointed to the Project, and this administrative officer shall be in charge of all operations, in order to ensure the effective and efficient functioning of the Bus Terminal.

12.6.2 The Authority shall have the right, and the Concessionaire hereby expressly grants to the Authority the right, to recover the costs and Damages specified in Clause 12.5 directly from the Escrow Account as if such costs and Damages were O&M Expenses, and for that purpose, the Concessionaire hereby agrees to give irrevocable instructions to the Escrow Bank to make payment from the Escrow Account in accordance with the instructions of the Authority under this clause and debit the same to O&M Expenses.

12.7 Overriding powers of the Authority

12.7.1 If in the reasonable opinion of the Authority, the Concessionaire is in material breach of its obligations under this Agreement and, in particular, the service level requirements, and such breach is causing or likely to cause material hardship or danger to the Users, the Authority may, without prejudice to any of its rights under this Agreement including Termination thereof, by notice require the Concessionaire to take reasonable measures immediately for rectifying or removing such hardship or danger, as the case may be.

12.7.2 In the event that the Concessionaire, upon notice under Clause 12.10.1, fails to rectify or remove any hardship or danger within a reasonable period, the Authority may exercise overriding powers under this Clause 12.5 and take over the performance of any or all the

obligations of the Concessionaire to the extent deemed necessary by it for rectifying or removing such hardship or danger; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required hereunder; provided further that any costs and expenses incurred by the Authority in discharge of its obligations hereunder shall be deemed to be O&M Expenses, and the Authority shall be entitled to recover them from the Concessionaire in accordance with the provisions of Clause 12.9 along with the Damages specified therein.

12.7.3 In the event of a national emergency, civil commotion or any other act specified under Indirect Political Event (defined herein), the Authority may take over the performance of any or all the obligations of the Concessionaire to the extent deemed necessary by it or as directed by the Government, and exercise such control over the Project or give such directions to the Concessionaire as may be deemed necessary; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required in the circumstances which caused the exercise of such overriding power by the Authority. For the avoidance of doubt, it is agreed that the consequences of such action shall be dealt in accordance with the provisions of Force Majeure. It is also agreed that the Concessionaire shall comply with such instructions as the Authority may issue in pursuance of the provisions of this Clause 12.5, and shall provide assistance and cooperation to the Authority, on a best effort basis, for performance of its obligations hereunder.

12.8 Restoration of loss or damage to the Project

Save and except as otherwise expressly provided in this Agreement, in the event that the Project or any part thereof suffers any loss or damage during the Concession Period due to the fault of the Concessionaire, the Concessionaire shall, at its own cost and expense, rectify and remedy such loss or damage forthwith so that the Project conforms to the provisions of this Agreement. In the event that the Project or any part thereof suffers any loss or damage during the Concession Period from any other cause whatsoever, the cost and expense shall be recovered under the insurance procured by the Concessionaire.

12.9 Modifications to the Project

, If any structural modification are required to be made to the existing Project asset/facilities by the Concessionaire, the same shall be carried out at the cost of the Concessionaire with prior written approval of the Authority. If any structural modifications are required to be made to the existing Project asset/facilities by the Authority, the same shall be carried out at the cost of the Authority without affecting the revenue of the Concessionaire and after completion of structural modifications, these Project assets/ facilities shall be handed over to the Concessionaire during the Concession Period (*defined herein*). The Concessionaire shall be responsible for the Operation and Maintenance of such facility without any financial implication or claim on the Authority. The structural changes shall be in conformity with the Specifications and Standards, Good Industry Practice and Applicable Laws; provided that the Concessionaire shall notify the Authority with the proposed modifications along with particulars thereof at least 15 (fifteen) days before commencing work on such modifications and shall reasonably consider any suggestions that the Authority may make within 15 (fifteen) days of receiving the Concessionaire's proposal. The decision of the Authority shall be considered final, and the modification will be implemented by the Concessionaire with minimal or no disruption to the Operation and Maintenance of the Project.

For the avoidance of doubt, all modifications made hereunder shall comply with the Safety Requirements, Specifications and Standards, Applicable Laws and the provisions of this Agreement.

12.10 Excuse from performance of obligations

The Concessionaire shall not be considered in breach of its obligations under this Agreement if any part of the Project is not available to Users on account of any of the following for the duration thereof:

- (a) an event of Force Majeure;
- (b) measures taken to ensure the safe use of the Project except when unsafe conditions occurred because of failure of the Concessionaire to perform its obligations under this Agreement; or
- (c) compliance with a request from the Authority or the directions of any Government Instrumentality, the effect of which is to close all or any part of the Project.

Provided, that any such non-availability and particulars thereof shall be notified by the Concessionaire to the Authority without any delay;

Provided further that the Concessionaire shall keep all unaffected parts of the Project open to Users, provided they can be operated safely.

12.11 Advertising on the Site

The Concessionaire shall not undertake or permit any form of commercial advertising, display or hoarding at any place on the Site if such advertising, display or hoarding violates Applicable Laws including any re-enactment or amendment thereof.

The Concessionaire shall provide at his own expense billboards on the site for the purpose of advertisements, preferably digital. The Concessionaire has the freedom to select the location of the advertisement, provided that the Concessionaire has obtained the approval of the Authority. However, 10% (ten percent) of the advertisements slots shall be reserved and dedicated for the Authority and/or GoTN free of cost.

12.12 Barriers and diversions

The Authority shall procure that during the Concession Period, no barriers are erected or placed by any Government Instrumentality on the Project except for reasons of Emergency, national security, law and order or collection of taxes. The Authority shall also make best endeavours to procure that no Government Instrumentality shall undertake or cause to be undertaken, except for reasons of Emergency, national security or law and order, any diversions of traffic from, or closing down of approach roads to the Project that may cause a Material Adverse Effect on the flow of traffic to and from the Project.

ARTICLE 13. SAFETY REQUIREMENTS**13.1 Safety Requirements**

13.1.1 The Concessionaire shall comply with the provisions of this Agreement, Applicable Laws and Applicable Permits and conform to Good Industry Practice for securing the safety of the Users. In particular, the Concessionaire shall develop, administer a surveillance and safety program for providing a safe environment on or about the Project, and shall comply with the safety requirements and guidelines set forth in Schedule-H (the “**Safety Requirements**”) and Schedule M of this Concession Agreement.

13.1.2 The Authority either by itself or by a designated entity shall carry out the safety audit of the Project in accordance with the Safety Requirements, and shall take all other actions necessary for securing compliance with the Safety Requirements.

13.2 Expenditure on Safety Requirements

All costs and expenses arising out of or relating to Safety Requirements shall be borne by the Concessionaire.

ARTICLE 14. MONITORING OF OPERATION AND MAINTENANCE

14.1 Monthly status reports

14.1.1 During the Concession Period, the Concessionaire shall, no later than 7 (seven) days after the close of each month, furnish to the Authority a monthly report stating in reasonable detail the condition of the Project including its compliance or otherwise with the Maintenance Manual, Maintenance Program and Safety Requirements, and shall promptly provide feedback from users, including any complaints recorded in the complaint register, a report of any accidents that may have occurred at the Project or a report of any defaults committed by the Concessionaire. Such a report shall separately identify and state in reasonable detail the defects and deficiencies that require rectification. The report shall also include such other relevant information or requirement as indicated by the Authority.

14.1.2 During the Operation Period, the Concessionaire shall, no later than 10 (ten) days after the close of each month, furnish a monthly management report which shall include a summary of:

- (a) key operational hurdles and deliverables in the succeeding month along with strategies for addressing the same and for otherwise improving the Project's operational performance;
- (b) key performance indicators achieved in the month, along with an analysis of reasons for failures, if any, and proposals to remedy the same.

14.2 Inspection

The Authority or the Authority's Representative shall perform inspections of the Project regularly at any time, and the Concessionaire is required to offer any necessary support as required by the Authority or the Authority's Representative. It shall make a report of such inspection (the "**O&M Inspection Report**") stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Maintenance Manual, the Maintenance Program and Safety Requirements, and send a copy thereof to the and the Concessionaire.

14.3 Tests

For determining that the Project conforms to the service level requirements the Authority shall require the Concessionaire to carry out, or cause to be carried out, tests specified by it in accordance with Good Industry Practice. The Concessionaire shall, with due diligence, carry out or cause to be carried out all such tests in accordance with the instructions of the Authority and furnish the results of such tests forthwith to the Authority.

14.4 Remedial measures

14.4.1 The Concessionaire shall repair or rectify the defects or deficiencies, if any, set forth in the O&M Inspection Report or in the test results referred to in Clause 14.3 in accordance with Clause 12.5 dealing with damages for breach of maintenance obligations.

14.4.2 The Authority shall require the Concessionaire to carry out or cause to be carried out tests, at its own cost, to determine that such remedial measures have brought the Project into compliance with the service level requirements. In the event that remedial measures are not completed by the Concessionaire in conformity with the provisions of this Agreement, the Authority shall be entitled to recover Damages from the Concessionaire under and in accordance with the provisions of Clause 12.5

14.5 Reports of unusual occurrence

The Concessionaire shall, prior to the close of each day, send to the Authority, by facsimile or e-mail, a report stating accidents and unusual occurrences on the Project relating to the safety and security of the Users and the Project. A weekly and monthly summary of such reports shall also be sent within 3 (three) days of the closing of each week and month, as the case may be. For the purposes of this Clause 14.5, accidents and unusual occurrences on the Project shall include:

- (a) death or injury to any person;
- (b) damaged or dislodged fixed equipment;
- (c) any damage or obstruction on the Project, which results in slow down of the services being provided by the Concessionaire;
- (d) disablement of any material/equipment during operation;
- (e) communication failure affecting the operation of the Project;

- (f) smoke or fire;
- (g) flooding of the Project; and
- (h) such other relevant information as may be required by the Authority.

Part IV Financial Covenants

ARTICLE 15. FINANCIAL CLOSE**15.1 Financial Close**

15.1.1 The Concessionaire hereby agrees and undertakes that it shall achieve Financial Close within 60 (Sixty) days from the Effective Date of this Agreement. In the event of delay in achieving the Financial Close, the Concessionaire shall be entitled to a further period not exceeding 30 (Thirty) days or any other period mutually agreed between the Parties.

15.1.2 The Concessionaire shall, upon occurrence of Financial Close, notify the Authority forthwith, and shall have submitted to the Authority the working capital arrangement, at least 2 (two) days prior to the Financial Close.

ARTICLE 16. CONCESSION FEE**16.1 Concession Fee**

16.1.1 In consideration of the grant of Concession, the Concessionaire shall pay to the Authority, by way of concession fee (the “**Concession Fee**”) of Rs. _____ (Rupees _____ only) per quarter, which will be an amount as quoted by the Selected Bidder in its final offer at the Request for Proposal stage and approved by the Authority.

16.1.2 The Concession Fee payable under the provisions of this Article 16 during the Concession Period shall be due and payable quarterly and the first quarterly payment shall be released on the Effective Date of the Agreement. Thereafter, the Concession Fee payment shall be due and payable by the Concessionaire to the Authority at the beginning of every quarter within 15 (fifteen) days of the beginning of the quarter during the Concession Period. In the event of delay beyond such period, the Concessionaire shall pay interest for the period of delay, calculated at the rate specified in under ‘Delayed Payments’ herein.

16.1.3 The annual Concession Fee shall be increased by 15% (fifteen percent) every 3 (three) years of the Concession Period over and above the last payable amount.

16.1.4 The Parties clearly agree that any liability arising on account of GST and all other applicable taxes and levies on the annual Concession Fee payable by the Concessionaire to the Authority, shall be borne by the Concessionaire only.

16.2 Mechanism of Payment

16.2.1 The payment of this annual Concession Fee shall be through Escrow Account as per the provisions of this Agreement.

ARTICLE 17. USER FEE**17.1 Collection and Appropriation of Fee**

17.1.1 On and from the Appointed Date of the Project till the Date of Handover, the Concessionaire shall have the right to demand, collect, revise and appropriate User Fee from the Users of the Project, as per **Annexure 9 of this Agreement**. Provided that for ease of payment and collections, such fee shall be rounded off to the nearest Re.1 (Rupee One).

17.1.2 The Concessionaire acknowledges and agrees that upon payment of fee, any User shall be entitled to use the Project, as applicable and the Concessionaire shall not place, or cause to be placed, any restriction on such use, except to the extent specified in any Applicable Law, Applicable Permit or the provisions of this Agreement.

17.1.3 The Concessionaire acknowledges and agrees that any User who is not liable for payment of the fee shall be entitled to use the Project without any restrictions, except to the extent specified in any Applicable Law, Applicable Permit or the provisions of this Agreement.

17.1.4 The Concessionaire may offer such special discounted tariffs or charges to any individual or class of clients as it may deem necessary for promotion of its business. Provided, however, that it shall formulate a policy for offering such discounts and submit it to the Authority before operationalizing that policy.

17.1.5 The Concessionaire may also recover rent or fee for use of commercial or passenger convenience facilities of every description and kind, provided by the Concessionaire at the Site. For any other use, approval of Authority is required. The Concessionaire is permitted to identify additional retail areas like kiosk space after obtaining prior approval from Authority.

17.2 Display of User Fee

17.2.1 The Concessionaire shall, at entry of the Project premises, prominently display the applicable User Fee for information of Users in Tamil and English with respect to the parking and any other User Fee that is charged to the Users in general.

17.2.2 The Authority shall, from time to time, inform the Concessionaire of the applicable User Fee to be collected from Users on account of car parking and two wheeler parking. Such information shall be communicated at least 15 (fifteen) days prior to the revision of User Fee.

17.2.3 The Concessionaire shall display direction boards at various places on Site for entrance to the Project and ticket counters. Such instructions shall be visible and shall be in English, Tamil and Hindi.

ARTICLE 18. ESCROW ACCOUNT

18.1 Escrow Account

The Concessionaire shall, prior to the Appointed Date, open and establish an Escrow Account with a Bank (the “**Escrow Bank**”) in accordance with this Agreement read with the Escrow Agreement.

The nature and scope of the Escrow Account are fully described in the agreement (the “**Escrow Agreement**”) to be entered into amongst the Concessionaire, the Authority and the Escrow Bank, which shall be substantially in the form set forth herein.

18.2 Deposits into Escrow Account

18.2.1 The Concessionaire shall deposit or cause to be deposited the following inflows and receipts into the Escrow Account:

- (a) all monies received in relation to the Project from any source, including the working capital from Lenders and the Authority and including the Financial Package;
- (b) all funds received by the Concessionaire from its shareholders, in any manner or form;
- (c) all User Fee levied and collected by the Concessionaire and other revenues in respect of the Project; rentals, deposits or capital receipts, as the case may be;
- (d) all proceeds received pursuant to any insurance claims; and
- (e) all payments, if any, by the Authority, after deduction of any outstanding payments, if any.

18.3 Withdrawals during Concession Period

18.3.1 The Concessionaire shall, at the time of opening the Escrow Account, give irrevocable instructions, by way of an Escrow Agreement, to the Escrow Bank instructing, inter alia, that deposits in the Escrow Account shall be appropriated in the following order every month, or at shorter intervals as necessary, and if not due in a month then appropriated

proportionately in such month and retained in the Escrow Account and paid out therefrom in the month when due:

- (a) all taxes due and statutory payments due and payable by the Concessionaire for and in respect of the Project;
- (b) Utility payments
- (c) Annual Concession Fee due and payable to the Authority;
- (d) Debt Service payments for working capital as per the Financing Agreement;
- (e) O&M expenses including but not limited to vendor payments;
- (f) All payments, penalties and Damages certified by the Authority as due and payable to it by the Concessionaire;
- (g) Balance, if any, in accordance with the instructions of the Concessionaire.

18.3.2 The Concessionaire shall not in any manner modify the order of payment specified in Clause 18.3.1, except with the prior written approval of the Authority.

18.3.3 Any form of advance payment must be deposited into an Escrow Account and promptly transferred to FD account in Authority's name. Proof of deposit shall be submitted to Authority immediately.

18.3.4 The interest on the fixed deposit (FD) shall be transferred to an Escrow Account and shall be utilised solely for meeting maintenance expenses.

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

18.3.6 The Authority shall approve the budget and monthly maintenance expenditure. In the event that any payment exceeds the allocated budget, authorization from the appropriate authority will be required.

18.4 Withdrawals upon Termination

18.4.1 Notwithstanding anything to the contrary contained in this Agreement, all amounts standing to the credit of the Escrow Account shall, upon Termination, be appropriated in the following order:

- (a) all taxes and statutory payments due and payable by the Concessionaire for and in respect of the Project;
- (b) Utility payments
- (c) Annual Concession Fee due and payable to the Authority;
- (d) Debt Service payments for working capital as per the financing Agreement;
- (e) O&M expenses including but not limited to vendor payments;
- (f) all payments and Damages certified by the Authority as due and payable to it by the Concessionaire including annual Concession Fee;
- (g) retention and payments relating to the liability for defects and deficiencies set forth herein;
- (h) any other payments required to be made under this Agreement; and
- (i) balance, if any, in accordance with the instructions of the Concessionaire:

18.4.2 The Concessionaire is prohibited from making any withdrawals for purposes other than covering operational and maintenance expenses during the termination notice period or in the event of termination of the Concession Agreement.

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

18.4.4 The Escrow Account shall be closed only after 180 (One Hundred and Eighty) days from the Termination and/or expiry of this Agreement.

18.4.5 The provisions of this Article 18 and the instructions contained in the Escrow Agreement shall remain in full force and effect until the obligations set forth in Clause 18.4.1 have been discharged.

ARTICLE 19. INSURANCE**19.1 Insurance during Concession Period**

The Concessionaire shall affect and maintain at its own cost, during the Concession Period and the Defects Liability Period, such insurances for entire Project Cost and Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice. The Concessionaire shall maintain such insurances as may be necessary for mitigating the risks that may devolve on the Authority as a consequence of any act or omission of the Concessionaire during the Concession Period. The Concessionaire shall procure insurance policy in the name of the Authority, the Concessionaire shall be a co-insured and that the insurer shall pay the proceeds of insurance into the Escrow Account.

Notwithstanding anything to the contrary contained in this Agreement, but subject to Force Majeure, in the event that the Concessionaire fails to affect and maintain such insurances, for any reason whatsoever, all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and the Concession Agreement shall be deemed to have been terminated by mutual agreement of the Parties. However, the Authority is entitled to levy Damages and exercise any other rights in law and/or under this Agreement.

19.2 Insurance Cover

Without prejudice to the provisions contained in Clause 19.1, the Concessionaire shall, during the Concession Period and Defect Liability Period, procure and maintain Insurance Cover including but not limited to the following:

- (a) loss, damage or destruction of the Project Assets, including assets handed over by the Authority to the Concessionaire, at replacement value;
- (b) comprehensive third party liability insurance including injury to or death of personnel of the Authority or others caused by the Project;
- (c) the Concessionaire's general liability arising out of the Concession;

- (d) liability to third parties for goods or property damage;
- (e) workmen's compensation insurance; and
- (f) any other insurance that may be necessary to protect the Concessionaire and its employees, including all Force Majeure Events that are insurable at commercially reasonable premiums and not otherwise covered in items(a) to (e) above.

19.3 Notices to the Authority

No later than 45 (forty five) days prior to commencement of the Concession Period, as the case may be, the Concessionaire shall by notice furnish to the Authority, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article. Within 10 (ten) days of receipt of such notice, the Authority may require the Concessionaire to effect and maintain such other insurances as may be necessary pursuant hereto, and in the event of any difference or disagreement relating to any such insurance, the Dispute Resolution Procedure shall apply.

19.4 Evidence of Insurance Cover

All insurances obtained by the Concessionaire in accordance with this Article shall be maintained with insurers on terms consistent with Good Industry Practice. Within 15 (fifteen) days of obtaining any insurance cover, the Concessionaire shall furnish to the Authority, notarized true copies of the certificate(s) of insurance, copies of insurance policies and premium payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty five) days after notice of such proposed cancellation, modification or nonrenewal has been delivered by the Concessionaire to the Authority.

19.5 Remedy for failure to insure

If the Concessionaire shall fail to effect and keep in force all insurances for which it is responsible pursuant hereto, the Authority shall have the option to either keep in force any such insurances, and pay such premia and recover the costs thereof from the

Concessionaire, or in the event of computation of a Termination Payment, treat an amount equal to the Insurance Cover as deemed to have been received by the Concessionaire.

19.6 Waiver of subrogation

All insurance policies in respect of the insurance obtained by the Concessionaire pursuant to this Article shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, inter alia, the Authority, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

19.7 Concessionaire's waiver

The Concessionaire hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia, the Authority and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the Concessionaire may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Concessionaire pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

19.8 Application of insurance proceeds

The proceeds from all insurance claims, except life and injury, shall be paid to the Authority by credit to the Escrow Account and it shall, notwithstanding anything to the contrary contained in Clause 19.3, apply such proceeds for any necessary repair, , reinstatement, replacement, improvement and delivery of the Project. If the Authority successfully recovers all losses through insurance proceeds, the remaining balance, if any, may be transferred to the Concessionaire through an Escrow Account .

19.9 Compliance with conditions of insurance policies

The Concessionaire expressly acknowledges and undertakes to fully indemnify the Authority from and against all direct and indirect losses, damages and claims arising from the Concessionaire's failure to comply with conditions imposed by the insurance policies affected in accordance with this Agreement.

ARTICLE 20. ACCOUNTS AND AUDIT**20.1 Audited accounts**

20.1.1 The Concessionaire shall maintain books of accounts recording all its receipts (including all User Fee and other revenues derived/collected by it from or on account of the Project and/or its use), income, expenditure, payments (including payments from the Escrow Account), assets and liabilities, in accordance with this Agreement, Good Industry Practice, Applicable Laws and Applicable Permits. The Concessionaire shall provide 2 (two) copies of its Balance Sheet, Cash Flow Statement and Profit and Loss Account, along with a report thereon by its Statutory Auditors, within 90 (ninety) days of the close of the Accounting Year to which they pertain and such audited accounts, save and except where expressly provided to the contrary, shall form the basis of payments by either Party under this Agreement. The Authority shall have the right to inspect the records of the Concessionaire during office hours and require copies of relevant extracts of books of accounts, duly certified by the Statutory Auditors, to be provided to the Authority for verification of basis of payments, and in the event of any discrepancy or error being found, the same shall be rectified and such rectified account shall form the basis of payments by either Party under this Agreement.

20.1.2 The Concessionaire shall, within 30 (thirty) days of the close of each quarter of an Accounting Year, furnish to the Authority its statement of Escrow Account. Further, summary of every line item of expenditure shall be detailed by categorizing and narrating every payment, advances remitted to fixed deposit (FD), details of every deposit etc. Any additional information sought by Authority shall be provided and failure to comply shall lead to event of default.

20.1.3 On or before the thirty-first day of May each Year, the Concessionaire shall provide to the Authority, for the preceding Accounting Year) a statement duly audited by its Statutory Auditors giving summarized information of the fee charged and received and the total revenues derived from the Project, b) details of footfall c) details of total expenditure, major vendor payments, details of major vendor / suppliers, AMC contractors etc. d) and such other information as the Authority may reasonably require.

20.2 Appointment of auditors

20.2.1 The Authority shall appoint auditors at its discretion. All fees and expenses of the Statutory Auditors shall be borne by the Concessionaire.

20.2.2 The Authority may terminate the appointment of its Statutory Auditors at its discretion.

20.2.3 Notwithstanding anything to the contrary contained in this Agreement, the Authority shall have the right, but not the obligation, to appoint, at the cost of the Concessionaire, from time to time and at any time, Additional Auditors to audit and verify all those matters, expenses, costs, realizations and things which the Statutory Auditors are required to do, undertake or certify pursuant to this Agreement.

20.3 Certification of claims by Statutory Auditors

Any claim or document provided by the Concessionaire to the Authority in connection with or relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter incidental thereto shall be valid and effective only if certified by its Statutory Auditors. For the avoidance of doubt, such certification shall not be required for exchange of information in the normal course of business including the submission of any periodic information in pursuance of the provisions of this Agreement, save and except where such certification is expressly provided.

20.4 Set-off

In the event any amount is due and payable by the Authority to the Concessionaire, it may set-off any sums payable to it by the Concessionaire and pay the balance remaining. Any exercise by the Authority of its rights under this clause shall be without prejudice to any other rights or remedies available to it under this Agreement or otherwise.

20.5 Dispute resolution

In the event that there is a discrepancy between the additional auditors appointed by the Authority and the statutory, internal, tax, or other auditors appointed by the Concessionaire, the necessary clarification along with evidence shall be provided by the Concessionaire to the satisfaction the Authority, its auditors, or its representatives. Failure to comply with the same shall lead to dispute resolution clause. However, the Concessionaire and Authority shall discharge their obligations even during the dispute resolution period. In the event that the Concessionaire does not comply or willfully defaults after being given a sufficient amount of time at the discretion of the Authority or does not disclose any information or facts or commits any wrongdoing, this will result in the termination of the Concession Agreement and the Authority shall not be liable for any damages thereof.

Part V Force Majeure and Termination

ARTICLE 21. FORCE MAJEURE**21.1 Force Majeure**

As used in this Agreement, the expression “**Force Majeure**” or “**Force Majeure Event**” shall, save and except as expressly provided otherwise, mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined herein, if it affects the performance by the Party claiming the benefit of Force Majeure (the “**Affected Party**”) of its obligations under this Agreement and which act or event (a) is beyond the reasonable control of the Affected Party, and (b) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (c) has Material Adverse Effect on the Affected Party.

21.2 Non-Political Event

A Non-Political Event shall mean one or more of the following acts or events:

- (a) act of God, epidemic, pandemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);
- (b) strikes or boycotts (other than those involving the Concessionaire, Contractors or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project for a continuous period of 24 (twenty four) hours and an aggregate period exceeding 7 (seven) days in an Accounting Year, and not being an Indirect Political Event set forth herein;
- (c) any failure or delay of a Contractor but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor;
- (d) any judgment or order of any court of competent jurisdiction or statutory authority made against the Concessionaire in any proceedings for reasons other than (i) failure of the Concessionaire to comply with any Applicable Law or Applicable

Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority;

- (e) the discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through a site inspection; or
- (f) any event or circumstances of a nature analogous to any of the foregoing.

21.3 Indirect Political Event

An Indirect Political Event shall mean one or more of the following acts or events:

- (a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
- (b) any political or economic upheaval, disturbance, movement, struggle or similar occurrence which could not have been anticipated or foreseen by a prudent person and which causes the operation of the Project to be financially unviable or otherwise not feasible;
- (c) industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty four) hours and exceeding an aggregate period of 7 (seven) days in an Accounting Year;
- (d) any civil commotion, boycott or political agitation which prevents collection of Fee by the Concessionaire for an aggregate period exceeding 7 (seven) days in an Accounting Year;
- (e) failure of the Authority to permit the Concessionaire to continue the Scope of Work, with or without modifications, in the event of stoppage of such works after discovery of any geological or archaeological finds or for any other reason;
- (f) any failure or delay of a Contractor to the extent caused by any Indirect Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor;
- (g) any Indirect Political Event that causes a Non-Political Event; or
- (h) any event or circumstances of a nature analogous to any of the foregoing.

21.4 Political Event

A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

- (a) Change in Law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of herein and its effect, in financial terms, exceeds the sum specified in clause dealing with 'Increase in costs' under Change in Law;
- (b) compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Concessionaire or of the Contractors;
- (c) unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, license, permit, authorization, no objection certificate, consent, approval or exemption required by the Concessionaire or any of the Contractors to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the Concessionaire's or any Contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorization, no objection certificate, exemption, consent, approval or permit;
- (d) any failure or delay of a Contractor but only to the extent caused by another Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor; or
- (e) any event or circumstance of a nature analogous to any of the foregoing.

21.5 Duty to report Force Majeure Event

21.5.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

- (a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this article with evidence in support thereof;

- (b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
- (c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event;
- (d) Any other information relevant to the Affected Party's claim.

21.5.2 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

21.5.3 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 21.5.1, and such other information as the other Party may reasonably request the Affected Party to provide.

21.6 Effect of Force Majeure Event on the Concession

21.6.1 Upon the occurrence of any Force Majeure Event prior to the Appointed Date, the period set forth in Clause 4.1 for fulfillment of Conditions Precedent and in Clause 15.1.1 for achieving Financial Close shall be extended by a period equal in length to the duration of the Force Majeure Event.

21.6.2 At any time after the Appointed Date, if any Force Majeure Event occurs:

- (a) whereupon the Concessionaire is unable to operate the Project or any part thereof and earn revenue or collect User Fee despite making best efforts or it is directed by the Authority to suspend the collection thereof during the subsistence of such Force Majeure Event, the Concession Period shall be extended by a period, as certified by its statutory auditor along with supporting documents, equal in length to the period during which the Concessionaire was prevented from collection of fee on account thereof.

21.7 Allocation of costs arising out of Force Majeure

21.7.1 Upon occurrence of any Force Majeure Event prior to the Appointed Date, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.

21.7.2 Upon occurrence of a Force Majeure Event after the Appointed Date, the costs incurred and attributable to such event and directly relating to the Project (the “**Force Majeure Costs**”) shall be allocated and paid as follows:

- (a) upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof;
- (b) upon occurrence of an Indirect Political Event, all Force Majeure Costs attributable to such Indirect Political Event, and not exceeding the Insurance Cover for such Indirect Political Event as certified by its Statutory Auditor along with supporting documents, shall be borne by the Concessionaire, and to the extent Force Majeure Costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by the Authority to the Concessionaire; and
- (c) upon occurrence of a Political Event, all Force Majeure Costs attributable to such Political Event as certified by its Statutory Auditor along with supporting documents, shall be reimbursed by the Authority to the Concessionaire provided that no Force Majeure Costs shall be payable by the Authority if the Concession Period is increased as per Clause 21.6.2 so that the Concessionaire recovers the certified Force Majeure Costs.

For the avoidance of doubt, Force Majeure Costs may include interest payments on Debt Due, O&M Expenses, and all other costs directly attributable to the Force Majeure Event, but shall not include loss of revenues or debt repayment obligations, and for determining such costs, information contained in the Financial Package may be relied upon to the extent that such information is relevant.

21.7.3 Save and except as expressly provided in this Article, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense,

claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

21.8 Termination Notice for Force Majeure Event

If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

21.9 Termination Payment for Force Majeure Event

If the Period of Force Majeure continues or is in the reasonable judgment of the Parties is likely to continue beyond a period of 180 days, the Parties may mutually decide to continue this Agreement or terminate this Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 180 days, be entitled to terminate the Agreement.

21.10 Dispute resolution

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

21.11 Excuse from performance of obligations

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that:

- (a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
- (b) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and
- (c) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

ARTICLE 22. COMPENSATION FOR BREACH OF AGREEMENT**22.1 Compensation for default by the Concessionaire**

Subject to the provisions of Clause 22.5, in the event of the Concessionaire being in material breach or default of this Agreement, it shall pay to the Authority by way of compensation, all direct costs suffered or incurred by the Authority as a consequence of such material breach or default, within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof; Provided that no additional compensation shall be payable under this Clause 22.1 for default and/or breach of maintenance except as provided under clause 12.5 dealing with dealing with damages for breach of maintenance obligations. The Concessionaire is not liable to pay any consequential losses incurred by the Authority.

22.2 Compensation for default by the Authority

Subject to the provisions of Clause 22.5, in the event of the Authority being in material breach or default of this Agreement at any time after the Appointed Date, it shall pay to the Concessionaire by way of compensation, all direct costs suffered or incurred by the Concessionaire as a consequence of such material breach or default within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof; provided that no such compensation shall be payable for any material breach or default in respect of which Damages have been expressly specified in this Agreement.

22.3 Extension of Concession Period

Subject to the provisions of Clause 22.5, in the event that a material default or breach of this Agreement set forth in Clause 22.2 causes delay in achieving Appointed Date the Authority shall, instead of payment of compensation under Clause 22.2, extend the Concession Period, such extension being equal in duration to the period by which Appointed Date was delayed.

22.4 Compensation to be in addition

Compensation payable under this Article 22 shall be in addition to, and not in substitution for, or derogation of, Termination Payment, if any.

22.5 Mitigation of costs and damage

The Affected Party shall make all reasonable efforts to mitigate or limit the costs and damage arising out of or as a result of breach of Agreement by the other Party.

ARTICLE 23. TERMINATION**23.1 Termination for Concessionaire Default**

23.1.1 Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Concessionaire fails to cure the default within the Cure Period set forth and in the event of breach of maintenance obligation in accordance with Clause 12.5 dealing with damages for breach of maintenance obligations., or where no Cure Period is specified, then within a Cure Period of 30 (Thirty) days, the Concessionaire shall be deemed to be in default of this Agreement (the “**Concessionaire Default**”), unless the default has occurred as a result of any breach of this Agreement by the Authority or due to Force Majeure. The defaults referred to herein shall include the following:

- (a) the Performance Security has been encashed and appropriated in accordance with provisions herein and the Concessionaire fails to replenish or provide fresh Performance Security within a Cure Period of 15 (fifteen) days;
- (b) subsequent to the replenishment or furnishing of fresh Performance Security in accordance with the provisions herein, the Concessionaire fails to meet any Condition Precedent or cure the Concessionaire Default, as the case may be, for which whole or part of the Performance Security was appropriated, within a Cure Period of 30 (Thirty) days;
- (c) the Concessionaire abandons or manifests intention to abandon the operation of the Project without the prior written consent of the Authority;
- (d) the Concessionaire is in breach of the service level requirements or the Safety Requirements, as the case may be;
- (e) the Concessionaire has failed to make any payment including annual Concession Fee to the Authority within the period specified in this Agreement;
- (f) ;
- (g) a breach of any of the Project Agreements by the Concessionaire has caused a Material Adverse Effect;

- (h) the Concessionaire creates any Encumbrance in breach of this Agreement;
- (i) the Concessionaire repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement;
- (j) a Change in Ownership has occurred in breach of the provisions herein;
- (k) ;
- (l) an execution levied on any of the assets of the Concessionaire has caused a Material Adverse Effect;
- (m) the Concessionaire is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Concessionaire or for the whole or material part of its assets that has a material bearing on the Project;
- (n) the Concessionaire has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;
- (o) occurrence of any Insolvency Event;
- (p) a resolution for winding up of the Concessionaire is passed, or any petition for winding up of the Concessionaire is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Concessionaire has been or is in the process of being amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect or the Concessionaire is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Concessionaire are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Concessionaire under this Agreement and the Project Agreements; and provided that:

- (i) the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this Agreement and the Project Agreements;
 - (ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and the Project Agreements and has a credit worthiness at least as good as that of the Concessionaire as at the Appointed Date; and
 - (iii) each of the Project Agreements remains in full force and effect;
 - (q) any representation or warranty of the Concessionaire herein contained which is, as of the date hereof, found to be materially false, incorrect or misleading or the Concessionaire is at any time hereafter found to be in breach thereof;
 - (r) the Concessionaire submits to the Authority any statement, notice or other document, in written or electronic form, which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars;
 - (s) the Concessionaire has failed to fulfill any obligation, for which failure Termination has been specified in this Agreement;
 - (t) the Concessionaire issues a Termination Notice in violation of this Agreement; or
 - (u) the Concessionaire commits a default in complying with any other provision of this Agreement if such default causes a Material Adverse Effect on the Authority.
- (v) Misappropriation of advance or income from the Project or non-deposit of any cash inflow into Escrow account.

Failure of Concessionaire to comply with instructions given by the Authority to rectify the default or the Concessionaire has committed default three times in a continuous period of 365 days pertaining to maintenance obligations. Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of a Concessionaire Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Concessionaire; provided that before

issuing the Termination Notice, the Authority shall, by a notice, inform the Concessionaire of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Concessionaire to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice. The termination payment to the Authority due to a Concessionaire Default shall be the maximum amount available in the Escrow Agreement..

Without prejudice to any other rights or remedies which the Authority may have under this Agreement neither party shall terminate the Concession Agreement before the expiry of 3 (Three) years (“**Lock-In Period**”) from the date of this Agreement. Notwithstanding the above, the Authority is entitled to terminate this Agreement in case of Concessionaire Default during the Lock-In Period. In the event of such termination, the Authority is entitled to the maximum amount of Escrow Account. The Concessionaire is may terminate this Agreement in case of Authority Default during the Lock-In Period. In the event of such termination, the Authority is not liable to pay any loss, damages, compensation etc. to the Concessionaire. The Authority may in its discretion return the Performance Security subject to deductions, if any.

23.2 Termination for Authority Default

23.2.1 In the event that any of the defaults specified below shall have occurred, and the Authority fails to cure such default within a Cure Period of 30 (Thirty) days or such longer period as has been expressly provided in this Agreement, the Authority shall be deemed to be in default of this Agreement (the “**Authority Default**”) unless the default has occurred as a result of any breach of this Agreement by the Concessionaire or due to Force Majeure. The defaults referred to herein shall include the following:

- (a) The Authority commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the Concessionaire;
- (b) ;
- (c) The Authority repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement.

Without prejudice to any other right or remedy which the Concessionaire may have under this Agreement, upon occurrence of an Authority Default, the Concessionaire shall, be entitled to terminate this Agreement by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Concessionaire shall by a notice inform the Authority of its intention to issue the Termination Notice and grant 15 (fifteen) days to the Authority to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice. The Authority shall not be responsible for any termination payment beyond the value in Escrow account excluding advance money, Insurance Claims etc.

23.3 Other rights and obligations of the Authority

Upon Termination for any reason whatsoever, the Authority shall:

- (a) Be deemed to have taken possession and control of the Project forthwith;
- (b) take possession and control of all materials, stores, implements, plants and equipment, if any, on or about the Site;
- (c) be entitled to restrain the Concessionaire and any person claiming through or under the Concessionaire from entering upon the Site or any part of the Project;
- (d) require the Concessionaire to comply with the Divestment Requirements set forth herein; and

23.4 Survival of Rights

Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause 24.3.4, any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this Agreement, including Termination Payments and Divestment Requirements, shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.

ARTICLE 24. DIVESTMENT OF RIGHTS AND INTEREST**24.1 Divestment Requirements**

24.1.1 Upon Termination, the Concessionaire shall comply with and conform to the following Divestment Requirements:

- (a) notify to the Authority forthwith the location and particulars of all Project Assets created during the Concession Period;
- (b) vacate and handover the Site in good working condition subject to normal wear and tear including warranties, guarantees, and any required operational licenses as well as carryout snagging, de-snagging and testing of the Project.
- (c) cure all defects, so that the Project is compliant with the service level requirements;;
- (d) deliver and handover relevant records, reports, Intellectual Property and other licenses pertaining to the Project and its operation and maintenance, including all programmes and manuals as on the Date of Handover. For the avoidance of doubt, the Concessionaire represents and warrants that the Intellectual Property delivered hereunder shall be adequate and complete for the operation and maintenance of the Project and shall be assigned to the Authority free of any Encumbrance;
- (e) handover and/or deliver all O&M licenses that should be effective and valid /AMC contracts/Applicable Permits to the extent permissible under Applicable Laws along with all guarantees/warranties.

24.1.2 Subject to the exercise by the Authority of its rights under this Agreement or under any of the Project Agreements the Parties shall continue to perform their obligations under this Agreement, notwithstanding the issuance of any Termination Notice, until the Termination of this Agreement becomes effective in accordance with its terms.

24.2 Inspection and cure

Not earlier than 30 (Thirty) days prior to Termination but not later than 15 (fifteen) days prior to the effective date of such Termination, the Authority shall verify, after giving

due notice to the Concessionaire specifying the time, date and place of such verification and/or inspection, compliance by the Concessionaire with the service level requirements, and if required, cause appropriate tests to be carried out at the Concessionaire's cost for this purpose. Defaults, if any, in the service level requirements shall be cured by the Concessionaire at its cost and the provisions of Article 25 shall apply, *mutatis mutandis*, in relation to curing of defects or deficiencies under this Article 24.

24.3 Cooperation and assistance on handover of Project

24.3.1 The Parties shall cooperate on a best effort basis and take all necessary measures, in good faith, to achieve a smooth handover of the Project in accordance with the provisions of this Agreement so as to protect the safety of and avoid undue delay or inconvenience to the Users, other members of the public or the lawful occupiers of any part of the Site.

24.3.2 The Parties shall provide to each other, 2 (Two) months prior to the Date of Handover in the event of Termination by efflux of time and immediately in the event of either Party conveying to the other Party its intent to issue a Termination Notice, as the case may be, as much information and advice as is reasonably practicable regarding the proposed arrangements for operation of the Project following the Date of Handover. The Concessionaire shall further provide such reasonable advice and assistance as the Authority, its concessionaire or agent may reasonably require for operation of the Project until the expiry of 6 (six) months after the Date of Handover.

24.4 Vesting Certificate

The divestment of all rights, title and interest in the Project shall be deemed to be complete on the date when all of the Divestment Requirements have been fulfilled, and the Authority shall, without unreasonable delay, thereupon issue a certificate substantially in the form set forth herein (the "**Vesting Certificate**"), which will have the effect of constituting evidence of divestment by the Concessionaire of all of its rights, title and interest in the Project, and their vesting in the Authority pursuant hereto. It is expressly agreed that any defect or deficiency in the Divestment Requirements shall not in any manner be construed or interpreted as restricting the exercise of any rights by the Authority or its nominee on, or in respect of, the Project on the footing that all Divestment Requirements have been complied with by the Concessionaire.

24.5 Divestment costs etc.

24.5.1 The Concessionaire shall bear and pay all costs incidental to divestment of all of the rights, of the Concessionaire in the Project Assets in favor of the Authority upon Termination, save and except that all stamp duties payable on any deeds or Documents executed by the Concessionaire in connection with such Divestment shall be borne by the Authority.

24.5.2 In the event of any Dispute relating to matters covered by and under this Article 25, the Dispute Resolution Procedure shall apply.

ARTICLE 25. DEFECTS LIABILITY AFTER TERMINATION AND HANDOVER OF PROJECT ASSETS

25.1 Liability for defects after Termination

The Concessionaire shall be responsible for all defects and deficiencies in the Project for a period of 180 (one hundred and Eighty) days after Termination and/or expiry of the Concession Agreement, and it shall have the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by the Authority in the Project during the aforesaid period. In the event that the Concessionaire fails to repair or rectify such defect or deficiency within the period specified in Clause 12.5 dealing with damages for breach of maintenance obligations, the Authority shall be entitled to get the same repaired or rectified at the Concessionaire's risk and cost so as to make the Project conform to the Maintenance Requirements. All costs incurred by the Authority hereunder shall be reimbursed by the Concessionaire to the Authority within 15 (fifteen) days of receipt of demand thereof, and in the event of default in reimbursing such costs, the Authority shall be entitled to recover the same from the funds retained in the Escrow Account under the provisions of herein or from the Performance Security provided thereunder. For the avoidance of doubt, the provisions of this Clause shall not apply if Termination occurs prior to Appointed Date. Upon the expiration of the 180 (One Hundred Eighty) days period, the responsibility for any defects and deficiencies in the Project shall pass on to the Authority..

25.2 Retention in Escrow Account

25.2.3 Notwithstanding anything to the contrary contained in this Agreement, all payments shall be retained in the Escrow Account except for payments authorized for O&M by Authority for a period of 180 (One Hundred and Eighty) days after Termination for meeting the liabilities, if any, arising out of or in connection with the provisions of Clause 26.1. Authority is entitled to seek compensation for unrectified defects, vendors

dues, lenders due up to the maximum amount held in Escrow, excluding any advances, insurance payments etc,...

25.2.4

25.3 Handing Over of the Project Assets

Upon the expiry of the Concession by efflux of time and in the normal course, the Concessionaire shall at the end of the Concession Period, hand over encumbrance free and peaceful possession of the Project Assets in good working conditions except for normal wear and tear including Site at no cost to Authority.

25.4 Joint Inspection and Removal of Deficiency

The handing over process shall be initiated at least 6 (six) months before the actual date of expiry of the Concession Period by a joint inspection by the Authority and the Concessionaire. Two rounds of joint inspection shall be conducted.

- i. Round 1: A joint inspection will be conducted between 180 days and 120 days prior to the termination date in order to identify any defects.
- ii. Round 2: A joint inspection will be conducted between 30 days and 15 days prior to the termination date in order to identify and address any defects.

Failure to rectify any defects or failure to comply on the part of the Concessionaire, shall entitle the Authority to recover the actual costs incurred, including supervision costs. The decision of the Authority shall be final and binding.

For this purpose, Authority shall without prejudice to any other right/remedy available to it, under this Agreement, have the right to appropriate the Performance Security and/or to set off any amounts due, if any, and payable by Authority to the Concessionaire to the extent required/ available and to recover deficit amount, if any, from the Concessionaire.

25.5 First Right of Refusal

25.5.1 Prior to the end of term of the Agreement, the Authority may decide to either operate the Project itself or may re-bid the Project by suitably re-defining or re-structuring the Project parameters at its sole discretion. In the event of re-bidding, if the Concessionaire chooses to participate in the re-bidding process and does not emerge as the successful

Bidder quoting the highest bid (hereinafter referred to as the “**Highest Bidder**” (H1 Bidder)), the Authority shall provide the Concessionaire time period of 15 (fifteen) days following the date of bid opening to present such offer to decide whether to match the financial quote of Highest Bidder or to better the financial offer of Highest Bidder. Provided however, this right shall be given to the Concessionaire of this Agreement only subject to the condition that the Concessionaire is not in default in respect of its obligations under the Agreement and its performance is considered good by the Authority. The decision of the Authority in this regard shall be final and binding.

Part VI Other Provisions

ARTICLE 26. ASSIGNMENT AND CHARGES**26.1 Restrictions on assignment and charges**

26.1.1 This Agreement shall not be assigned by the Concessionaire to any person.

26.1.2 The Concessionaire shall not create nor permit to subsist any Encumbrance, or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project Agreement to which the Concessionaire is a party, except with prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

26.2 Assignment by the Authority

Notwithstanding anything to the contrary contained in this Agreement, the Authority may, after giving 60 (sixty) days' notice to the Concessionaire, assign and/ or transfer any of its rights and benefits and/or obligations under this Agreement to an assignee who is, in the reasonable opinion of the Authority, capable of fulfilling all of the Authority's then outstanding obligations under this Agreement.

ARTICLE 27. CHANGE IN LAW**27.1 Increase in costs**

If as a result of Change in Law, the Concessionaire suffers an increase in costs or reduction in net after-tax return or other financial burden, the aggregate financial effect of which exceeds Rs. 3.2 crores (Rupees three crores and two lakhs) in any Accounting Year, the Concessionaire may so notify the Authority and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in increased costs, reduction in return or other financial burden as aforesaid. Upon notice by the Concessionaire, the Parties shall meet, as soon as reasonably practicable but no later than 30 (thirty) days from the date of notice, and either agree on amendments to this Agreement or on any other mutually agreed arrangement.

Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Concessionaire may, by notice, require the Authority to pay an amount that would place the Concessionaire in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Authority shall pay the amount specified therein; provided that if the Authority shall dispute such claim of the Concessionaire, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Clause 28.1 shall be restricted to changes in law directly affecting the Concessionaire's costs of performing its obligations under this Agreement.

27.2 Reduction in Costs

If as a result of Change in Law, the Concessionaire benefits from a reduction in costs or increase in net after-tax return or other financial gains, the aggregate financial effect of which exceeds Rs. 3.2 crores (Rupees three crores and two lakhs) in any Accounting Year, the Authority may so notify the Concessionaire and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in decreased costs, increase in return or other financial gains as aforesaid. Upon notice by the Authority, the Parties

shall meet, as soon as reasonably practicable but no later than 30 (thirty) days from the date of notice, and either agree on such amendments to this Agreement or on any other mutually agreed arrangement:

Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Authority may, by notice, require the Concessionaire to pay an amount that would place the Concessionaire in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Concessionaire shall pay the amount specified therein to the Authority; provided that if the Concessionaire shall dispute such claim of the Authority, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Clause 27.2 shall be restricted to changes in law directly affecting the Concessionaire's costs of performing its obligations under this Agreement.

The increase or reduction in costs shall be duly certified by Statutory Auditor at the end of accounting year shall be binding. In case of disputes, the same shall be addressed as per dispute resolution mechanism provided under the Agreement.

27.3 No claim in the event of recovery from Users

Notwithstanding anything to the contrary contained in this Agreement, the Authority shall not in any manner be liable to reimburse to the Concessionaire any sums on account of a Change in Law if the same are recoverable from the Users.

ARTICLE 28. LIABILITY AND INDEMNITY**28.1 Deleted Intentionally****28.2 Indemnity by the Concessionaire**

28.2.1 , The Concessionaire shall fully indemnify, hold harmless and defend the Authority and the Authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

- (a) failure of the Concessionaire to comply with Applicable Laws and Applicable Permits;
- (b) payment of taxes required to be made by the Concessionaire in respect of the income or other taxes of the Concessionaire's Contractors, suppliers and representatives; or
- (c) non-payment of amounts due as a result of services furnished to the Concessionaire or any of its Contractors which are payable by the Concessionaire or any of its Contractors.
- (d) Outstanding payment / vendor Dues / Debts due;
- (e) Any fund diverted like advance, insurance claims, false payment or any money siphoned out or deviation from Escrow mechanism.

28.2.2 Without limiting the generality of the provisions of this Article 28 the Concessionaire shall fully indemnify, hold harmless and defend the Authority Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Concessionaire or by the Concessionaire's Contractors in performing the Concessionaire's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Concessionaire shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation

or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Project, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Concessionaire shall promptly make every reasonable effort to secure for the Authority a license, at no cost to the Authority, authorizing continued use of the infringing work. If the Concessionaire is unable to secure such license within a reasonable time, the Concessionaire shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.

28.3 Notice and contest of claims

In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 29 (the “**Indemnified Party**”) it shall notify the other Party (the “**Indemnifying Party**”) within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

28.4 Defense of claims

28.4.1 The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. The Indemnified party shall

provide all reasonable support to the Indemnifying Party by providing necessary information and shall act jointly for mutual benefit of the Parties and the Project.

The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party.

28.4.2 If the Indemnifying Party has exercised its rights under Clause 29.3, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

28.4.3 If the Indemnifying Party exercises its rights under Clause 29.3, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:

- (a) the employment of counsel by such party has been authorized in writing by the Indemnifying Party;
- (b) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defense of such action;
- (c) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defense of such action and shall have been so notified by the Indemnified Party; or
- (d) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:
 - (i) that there may be specific defenses available to it which are different from or additional to those available to the Indemnifying Party; or
 - (ii) that such claim, action, suit or proceeding involves or could have a Material Adverse Effect upon it beyond the scope of this Agreement:

Provided that if Sub-clauses (b), (c) or (d) of this Clause 29.4.3 shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defense of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the

reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

28.5 No consequential claims

Notwithstanding anything to the contrary contained in this Article 29, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

28.6 Limitation of Liability

Notwithstanding anything to the contrary in this Agreement, the liability of Concessionaire towards the Authority for any damages or compensation of any nature whatsoever under this Agreement, shall not exceed the Total Project Cost save and except where amounts exceeding the Total Project Cost are specifically prescribed in this Agreement as Termination Payment. Similarly, the liability of Authority towards the Concessionaire for any damages or compensation of any nature whatsoever under this Agreement, shall not exceed the annual maintenance cost of the Project. The limitation hereunder shall not apply to any or all liabilities in respect of third parties. The Parties agree that the Concessionaire's liability will be uncapped in case of any liabilities arising due to: (a) any amount payable as indemnity to the Authority due to its acts or omissions or fraud, gross negligence and willful misconduct; (b) breach of any Applicable Laws or any Applicable Permits; (c) any claims or loss on account of Intellectual Property rights violation by the Concessionaire; (d) any personal bodily injury or death of any person caused by, arising out of or in connection with its performance of this Agreement; or (e) any loss of or physical damage to property of the Authority or any third part by Concessionaire.

28.7 Survival on Termination

The provisions of this Article 29 shall survive Termination.

ARTICLE 29. RIGHTS AND TITLE OVER THE SITE**29.1 Licensee rights**

For the purpose of this Agreement, the Concessionaire shall have rights to sub-license the retail space in the Project subject to and in accordance with this Agreement, and to this end; it may regulate the entry and use of the Project by third parties in accordance with and subject to the provisions of this Agreement. On termination of Sub-license Agreement, the advance payment shall be transferred into an Escrow Account from the FD account of the Authority. Such advance shall be returned to the sub-licensee subject to deductions.

29.2 Access rights of the Authority and others

29.2.1 The Concessionaire shall allow free access to the Site at all times for the authorized representatives and vehicles of the Authority, Lenders, and for the persons duly authorized by any Government Instrumentality to inspect the Project and to investigate any matter within their authority, and upon reasonable notice, the Concessionaire shall provide to such persons, reasonable assistance necessary to carry out their respective duties and functions.

29.3 Property taxes

All property taxes on the Site shall be payable by the Authority as owner of the Site; provided, however, that any such taxes payable by the Concessionaire under Applicable Laws for use of the Site shall not be reimbursed or payable by the Authority.

ARTICLE 30. DISPUTE RESOLUTION

30.1 Dispute resolution

30.1.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 31.2.

30.1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

30.2 Conciliation

In the event of any Dispute between the Parties, either Party may require such Dispute to be referred to the [Member Secretary] of the Authority and the Chairman/Director of the Concessionaire for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) days period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 31.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 31.3.

30.3 Arbitration

30.3.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 31.2, shall be finally decided by reference to arbitration by an arbitral tribunal constituted in accordance with Clause 31.3.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the Nani Palkhivala Arbitration Centre, Chennai (the “**Rules**”),

or such other rules as may be mutually agreed by the Parties and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be the Chennai and the language of arbitration proceedings shall be English.

30.3.2 There shall be an arbitral tribunal comprising three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

30.3.3 The arbitral tribunal shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Article shall be final and binding on the Parties as from the date it is made, and the Concessionaire and the Authority agree and undertake to carry out such Award without delay.

30.3.4 The Concessionaire and the Authority agree that an Award may be enforced against the Concessionaire and/or the Authority, as the case may be, and their respective assets wherever situated.

30.3.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

30.4 Adjudication by a tribunal

In the event of constitution of a statutory tribunal or other forum with powers to adjudicate upon disputes between the Concessionaire and the Authority, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 31.3, be adjudicated upon by such tribunal or other forum in accordance with Applicable Laws and all references to Dispute Resolution Procedure shall be construed accordingly.

ARTICLE 31. DISCLOSURE**31.1 Disclosure of Specified Documents**

The Concessionaire shall make available for inspection by any person, copies of this Concession Agreement, the Maintenance Manual, the Maintenance Program and the Safety Requirements, files, people and any information related to the Concessionaire (hereinafter collectively referred to as the “**Specified Documents**”), free of charge, during normal business hours on all working days at the Site and the Concessionaire’s Registered Office. The Concessionaire shall prominently display at a suitable place in its office and at the Site, public notices stating the availability of the Specified Documents for such inspection, and shall provide copies of the same to any person upon payment of copying charges on a ‘no profit no loss’ basis.

31.2 Disclosure of Documents relating to safety

The Concessionaire shall make available for inspection by any person copies of all Documents and data relating to safety of the Project, free of charge, during normal business hours on all working days, at the Concessionaire’s Registered Office. The Concessionaire shall make copies of the same available to any person upon payment of copying charges on a ‘no profit no loss’ basis.

31.3 Withholding disclosure of Protected Documents

Notwithstanding the provisions of Clauses 32.1 and 32.2, the Authority shall be entitled to direct the Concessionaire, from time to time, to withhold the disclosure of Protected Documents (as defined herein below) to any person in pursuance of the aforesaid Clauses.

Explanation:

The expression Protected Documents shall mean such of the Specified Documents or documents referred to in Clauses 32.1 and 32.2, or portions thereof, the disclosure of which the Authority is entitled to withhold under the provisions of the Right to Information Act, 2005.

ARTICLE 32. REDRESSAL OF PUBLIC GRIEVANCES**32.1 Complaints Register**

32.1.1 The Concessionaire shall maintain a public relations office at the Site where it shall keep a register (the “**Complaint Register**”) open to public access at all times for recording of complaints by any person (the “**Complainant**”). Information relating to the availability of and access to the Complaint Register shall be prominently displayed by the Concessionaire at the Site and its offices so as to bring it to the attention of all Users.

32.1.2 The Complaint Register shall be securely bound and each page thereof shall be duly numbered. It shall have appropriate columns including the complaint number, date, name and address of the Complainant, substance of the complaint and the action taken by the Concessionaire. Immediately after a complaint is registered, the Concessionaire shall give a receipt to the Complainant stating the date and complaint number. Any complaint / suggestion made by any User shall be disclosed to Authority in writing. Rectification shall be made immediately or as per Clause 12.5 dealing with damages for breach of maintenance obligations or as instructed by authority. The compliance / rectification report shall be shared by Concessionaire in writing. Failure on part of Concessionaire shall be construed as material breach of Concession Agreement and the same shall stand terminated without any transfer of any loss or liabilities to Authority.

32.1.3 The Concessionaire shall also maintain a separate register for reporting thefts. However, neither Concessionaire nor its staff shall be liable for any loss or damage sustained by the User.

32.1.4 Without prejudice to the provisions of Clauses 33.1.1 and 33.1.2, the Authority may, in consultation with the Concessionaire, specify the procedure for making complaints in electronic form and for responses thereto.

32.2 Redressal of complaints

32.2.1 The Concessionaire shall inspect the Complaint Register every day and take prompt and reasonable action for redressal of each complaint. The action taken shall be briefly

noted in the Complaint Register and a reply stating the particulars thereof shall be sent by the Concessionaire to the Complainant under a certificate of posting.

32.2.2 Within 7 (seven) days of the close of each month, the Concessionaire shall send to the Authority a true photocopy each of all the pages of the Complaint Register on which any entry has been recorded during the course of such month, and upon perusal thereof, the Authority may, in its discretion, advise the Concessionaire to take such further action as the Authority may deem appropriate for a fair and just redressal of any grievance. The Concessionaire shall consider such advice and inform the Authority of its decision thereon, and if the Authority is of the opinion that the Complainant is entitled to further relief, the Authority may advise the Complainant to seek appropriate remedy under the Consumer Protection Act, 1986, at his own risk and cost.

ARTICLE 33. MISCELLANEOUS**33.1 Governing law and jurisdiction**

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

33.2 Waiver of immunity

Each Party unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- (b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;
- (c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- (d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

33.3 Delayed payments

33.3.1 The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 30 (thirty) days of receiving a demand along with the necessary particulars. Unless otherwise specified in this Agreement, in the event of

delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to 3% (three per cent) above the daily average Bank Rate, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.

33.3.2 Unless otherwise specified, any interest payable under this Agreement shall accrue on a daily outstanding basis and shall be compounded on the basis of quarterly rests.

33.4 Waiver

33.4.1 Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- (b) shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and
- (c) shall not affect the validity or enforceability of this Agreement in any manner.

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

33.5 Liability for review of Documents

Except to the extent expressly provided in this Agreement

- (a) no review, comment or approval by the Authority of any Project Agreement, Document submitted by the Concessionaire nor any observation or inspection of the operation or maintenance of the Project nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Concessionaire from its obligations, duties and liabilities under this Agreement, Applicable Laws and Applicable Permits; and

- (b) The Authority shall not be liable to the Concessionaire by reason of any review, comment, approval, observation or inspection referred to in sub-clause (a) above.

33.6 Exclusion of implied warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

33.7 Survival

33.7.1 Termination shall:

- (a) Not relieve the Concessionaire or the Authority, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and
- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

33.7.2 All obligations surviving Termination shall only survive for a period of 3 (three) years following the date of such Termination.

33.8 Entire Agreement

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this

Agreement are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the Concessionaire arising from the Request for Qualification or Request for Proposals, as the case may be, shall be deemed to form part of this Agreement and treated as such.

33.9 Severability

If for any reason whatsoever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.

33.10 No partnership

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

33.11 Third parties

This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a party to this Agreement.

33.12 Successors and assigns

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

33.13 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Concessionaire, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Concessionaire may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside Chennai may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Concessionaire may from time to time designate by notice to the Authority.

{Attention:

Designation:

Address:

Fax No:

Email ;}

- (b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand at the address given below and be addressed to the person named below with a copy delivered to the Authority Representative or such other person as the Authority may from time to time designate by notice to the Concessionaire; provided that if the Concessionaire does not have an office in Chennai it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier.

{Name:

Designation:

Address:

Fax No:

Email :}; and

- (c) in the case of the Selected Bidder, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Selected Bidder may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside Chennai may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Selected Bidder may from time to time designate by notice to the Authority.

{ Attention:

Designation:

Address:

Fax No:

Email ;}

- (d) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working day following the date of its delivery.

33.14 Language

All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

33.15 Counterparts

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

ARTICLE 34. DEFINITIONS**34.1 Definitions**

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

“**Accounting Year**” means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;

“**Adjusted Equity**” means the Equity funded in Indian Rupees and adjusted on the first day of the current month (the “**Reference Date**”), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in WPI, and for any Reference Date occurring:

- (a) From Appointed Date till the expiry of the Concession Period, an amount equal to the Adjusted Equity as on Appointed Date shall be deemed to be the base (the “**Base Adjusted Equity**”) and the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, revised at the commencement of each year following Appointed Date to the extent of variations in WPI occurring between Appointed Date and Reference Date;

For the avoidance of doubt, the Adjusted Equity shall, in the event of Termination, be computed as on the Reference Date immediately preceding the Date of Handover; provided that no reduction in the Adjusted Equity shall be made for a period equal to the duration, if any, for which the Concession Period is extended, but the revision on account of WPI shall continue to be made.

“**Agreement**” or “**Concession Agreement**” means this Agreement, its Recitals, and the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

“**Applicable Laws**” means all laws, brought into force and effect by GOI or the State Government including rules, regulations and notifications made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

“**Applicable Permits**” means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals, applicable Development Control Regulations/Zoning Regulations and exemptions required to be obtained or maintained under Applicable Laws in connection with the operation and maintenance of the Project during the subsistence of this Agreement;

“**Appointed Date**” means the date on which Trial Run Period has expired, in accordance with the provisions of this Agreement, and such date shall be the date of commencement of the Concession Period.;

“**Associate**” or “**Affiliate**” means, in relation to either Party {and/or Consortium Members}, a person who controls, is controlled by, or is under the common control with such Party {or Consortium Member} (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, whether by operation of law or by contract or otherwise);

“**Authority**” shall have the meaning attributed thereto in the array of Parties as set forth in the Recitals;

“**Authority Representative**” means such person or persons as may be authorized in writing by the Authority to act on its behalf under this Agreement and shall include any

person or persons having authority to exercise any rights or perform and fulfill any obligations of the Authority under this Agreement;

“**Bank**” means a scheduled bank approved by RBI incorporated in India and having a minimum net worth of Rs. 1,000 crore (Rupees one thousand crore) or any other bank acceptable to the Authority;;

“**Bank Rate**” means the rate of interest specified by the Reserve Bank of India from time to time in pursuance of section 49 of the Reserve Bank of India Act, 1934 or any replacement of such Bank Rate for the time being in effect;

“**Bid**” means the documents in their entirety comprised in the bid submitted by the {Selected Bidder /Consortium} in response to the Request for Proposals in accordance with the provisions thereof and “**Bids**” shall mean the bids submitted by any and all pre-qualified bidders;

“**Bid Date**” means the last date on which the Bid may have been submitted in accordance with the provisions of the Request for Proposals;

“**Bid Documents**” shall collectively mean RFP, any addendum, corrigendum thereof, including the draft Concession Agreement, provided by the Authority for this Project.

“**Bid Security**” means the security provided by the Concessionaire to the Authority along with the Bid, in accordance with the Request for Proposals, and which is to remain in force until substituted by the Performance Security;

“**Bus Terminal**” means the bus terminal at Kilambakkam together with the associated amenities and facilities as described herein.

“**Change in Law**” means the occurrence of any of the following after the Bid Date:

- (a) The enactment of any new Indian law;
- (b) The repeal, modification or re-enactment of any existing Indian law as applicable to the State;

- (c) The commencement of any Indian law, as applicable to the State, which has not entered into effect until the Bid Date;
- (d) a change in the interpretation or application of any Indian law, as applicable to the State, by a judgment of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the Bid Date; or
- (e) Any change in the rates of any of the Taxes that have a direct effect on the Project;

“Change in Ownership” means a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares, that causes the aggregate holding of the {Selected Bidder}, together with {its } Associates, in the total Equity to decline below 51% (fifty one per cent) thereof till the expiry of Concession Period. Provided that any material variation (as compared to the representations made by the Concessionaire during the bidding process for the purposes of meeting the minimum conditions of eligibility or for evaluation of its application or bid, as the case may be,) in the proportion of the equity holding of {the Selected Bidder / any Consortium Member} to the total Equity, if it occurs prior to completion of a period three years after Appointed Date, shall constitute Change in Ownership; In case of Consortium, a change in ownership would mean any change , modification or deviation from the following:

- i. Lead Member (defined herein) and the other Member of the Consortium shall collectively hold at least 51% (fifty-one percent) of the issued and paid up equity share capital in the Concessionaire till the end of the Concession Period;
- ii. Each Consortium Member whose Technical Capacity and Financial Capacity was evaluated for the purposes of qualification and award of Project shall hold at least 26% (twenty six per cent) of the issued and paid up equity share capital till the expiry of the Concession Period

“Company” means the company acting as the Concessionaire under this Agreement;

“Concession Period” means the period starting on and from Appointed Date and ending on the Date of Handover;

“**Contractor**” means the person or persons, as the case may be, with whom the Concessionaire has entered into any material agreement or contract for matters incidental to the Project, but does not include a person who has entered into an agreement for providing financial assistance to the Concessionaire;

“**Cure Period**” means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default and shall:

- (a) commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice; and
- (b) not relieve any Party from liability to pay Damages or compensation under the provisions of this Agreement;

“**Document**” or “**Documentation**” means documentation in printed or written form, or in tapes, discs, drawings, computer programmers, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;

“**Emergency**” means a condition or situation that is likely to endanger the security of the individuals on or about the Project, including Users thereof, or which poses an immediate threat of material damage to any of the Project Assets;

“**Encumbrances**” means, in relation to the Project, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, where applicable herein but excluding utilities referred to in Clause 11.1;

“**Equity**” means the sum expressed in Indian Rupees representing the paid up equity share capital of the Concessionaire for meeting the equity component of the total project

cost, and for the purposes of this Agreement shall include convertible instruments or other similar forms of capital, which shall compulsorily convert into equity share capital of the Company, and any interest-free funds advanced by any shareholder of the Company for meeting such equity component;

“**Escrow Account**” means an Account which the Concessionaire shall open and maintain with a Bank in which all inflows and outflows of cash on account of capital and revenue receipts and expenditures shall be credited and debited, as the case may be, in accordance with the provisions of this Agreement, and includes the Sub-Accounts of such Escrow Account;

“**Financial Close**” means the date on which the Financing Documents providing for financial assistance by the Lenders for the Project have become effective and the Concessionaire has access to such Financial Assistance;

“**Financing Agreements**” means the agreements executed by the Concessionaire in respect of financial assistance to be provided by the Lenders by way of loans, guarantees, subscription to non-convertible debentures and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security agreements, and other documents relating to the financing (including refinancing) of the Total Project Cost, and includes amendments or modifications made in accordance with Clause 5.2.3;

“**GOI**” means the Government of India;

“**Good Industry Practice**” means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result

in the performance of its obligations by the Concessionaire in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

“**Government**” means the Government of Tamil Nadu;

“**Government Instrumentality**” means any department, division or sub-division of the Government of India or the Government of Tamil Nadu and includes any commission, board, authority, agency or municipal and other local authority or statutory body, including Panchayat, under the control of the Government of India or the Government of Tamil Nadu, as the case may be, and having jurisdiction over all or any part of the Project or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement;

“**Insolvency Event**” in respect of a Party means: (a) such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee, administrator, liquidator or the like of itself or of all or a substantial part of its assets or business; (B) been unable to pay its debts as such debts become due; (C) enters into a compromise arrangement with its creditors ; (D) an attachment or restraint has been levied on the assets of such entity Party which materially affects such Party’s ability to perform its obligations under this Agreement; (E) commenced proceedings under the (Indian) Insolvency and Bankruptcy Code, 2016 ("Code"); (F) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; or (G) taken any corporate or other action for the purpose of effecting any of the foregoing; or (b) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (B) the appointment of an insolvency resolution professional, a trustee, receiver, custodian, administrator, liquidator or the like of such Party under the Code and an order admitting the insolvency petition has been passed in such proceeding and such order has not been stayed or dismissed within a period of [90 (ninety)] days or (C) directions with the same or similar effect happen under the provisions of the Companies Act, 1965 or the Companies Act, 2013 or the Code in relation to the winding up of the company;

“**Insurance Cover**” means the aggregate of the maximum sums insured under the insurances taken out by the Concessionaire pursuant to Article 19, and includes all insurances required to be taken out by the Concessionaire under Clause 19.2 but not actually taken, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event;

“**Intellectual Property**” means all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programs and manuals, drawings, copyright (including rights in computer software), database rights, semi-conductor, topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

“**LOA**” or “**Letter of Award**” means the letter of award;

“**Material Adverse Effect**” means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;

“;

“**O&M**” means the operation and maintenance of the Project and includes all matters connected with or incidental to such operation and maintenance, provision of services and facilities, and collection of User Fee in accordance with the provisions of this Agreement;

“**O&M Expenses**” means expenses incurred by or on behalf of the Concessionaire or by the Authority, as the case may be, for all O&M including (a) cost of salaries and other compensation to employees, (b) cost of materials, supplies, utilities and other services, (c) premium for insurance, (d) all taxes, duties, cess and fees due and payable for O&M, and (e) all other expenditure required to be incurred under Applicable Laws, Applicable Permits or this Agreement;

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

“**Project**” means the Operation And Maintenance Of New Bus Terminal At Kilambakkam for Chennai Metropolitan Development Authority (CMDA) On PPP Mode for a Period of 15 (Fifteen) Years with an additional period of 15 (Fifteen) years extended by the Authority at its sole discretion along with associated amenities & facilities in accordance with the provisions of this Agreement, and includes all works, services and equipment relating to or in respect of the Scope of the Project;

“**Project Agreements**” means this Agreement, the Financing Agreements and any other material agreements or contracts that may be entered into by the Concessionaire with any person in connection with matters relating to, arising out of or incidental to the Project, but does not include the Escrow Agreement, , or any agreement for procurement of goods and services involving a consideration of up to Rs.<..... > (Rupees in words)¹;

“**Project Assets**” means all physical and other assets relating to and forming part of the Site including (a) rights over the Site in the form of license, Right of Access or otherwise; (b) tangible assets such as civil works and equipment including foundations, (c) facilities situated on the Site; (d) all intangible assets (e) all rights of the Concessionaire under the Project Agreements; (f) financial assets, such as receivables, security deposits etc.; (g)

¹ This may be fixed at 2% (two per cent) of the Total Project Cost.

insurance proceeds; and (h) Applicable Permits and authorizations relating to O&M of the Project;

“**RBI**” means the Reserve Bank of India, as constituted and existing under the Reserve Bank of India Act, 1934, including any statutory modification or replacement thereof, and its successors;

“**Re.**”, “**Rs .**” or “**Rupees**” or “**Indian Rupees**” means the lawful currency of the Republic of India;

“**Reference Exchange Rate**” means, in respect of any one currency that is to be converted into another currency in accordance with the provisions of this Agreement, the exchange rate as of 12.00 (twelve) noon on the relevant date quoted by Reserve Bank of India (RBI);

;

“**Specifications and Standards**” means the specifications and standards relating to the quality, quantity, capacity and other requirements for the Project, as set forth herein, and any modifications thereof, or additions thereto, as included in the design and engineering for the Project submitted by the Concessionaire to, and expressly approved by, the Authority;

“**State**” means the State of Tamil Nadu and “**State Government**” means the government of Tamil Nadu ;

“**Statutory Auditors**” means a reputable firm of chartered accountants acting as the statutory auditors of the Concessionaire under the provisions of the Companies Act, 2013, including any re-enactment or amendment thereof, for the time being in force, and appointed in accordance with the provisions herein;

“**Taxes**” means any Indian taxes including Goods and Service Tax (GST), local taxes, cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Project charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income;

“**Termination**” means the expiry or termination of this Agreement and the Concession hereunder;

“**Termination Notice**” means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement;

“**Termination Payment**” means the amount payable by the Authority to the Concessionaire, under and in accordance with the provisions of this Agreement, upon Termination; provided that the amount payable in respect of any Debt Due expressed in foreign currency shall be computed at the Reference Exchange Rate for conversion into the relevant foreign currency as on the date of Termination Payment;

“**Total Project Cost (TPC)**” shall be the annual O&M cost for operation and management of the Project.

“**Date of Handover**” means the date on which this Agreement and the Concession hereunder expires pursuant to the provisions of this Agreement or is terminated by a Termination Notice;

“**User**” means a person who uses or intends to use the Project or any part thereof in accordance with the provisions of this Agreement and Applicable Laws;

“**User Fee**” means all charges, tariffs, fees, etc. levied on and payable by the Users to the Concessionaire for using the Project or a part thereof in accordance with the provisions of this Agreement.

“**WPI**” means the Wholesale Price Index for all commodities as published by the Ministry of Industry, GOI and shall include any index which substitutes the WPI, and any reference to WPI shall, unless the context otherwise requires, be construed as a

reference to the latest monthly WPI published no later than 30 (thirty) days prior to the date of consideration hereunder;

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For and on behalf of THE AUTHORITY by:

SIGNED AND DELIVERED BY CONCESSIONAIRE authorized pursuant to the resolution passed by the Board of Directors of the Concessionaire at its meeting held on the [] day of []20[] in the presence of Director, who has signed these Presents in token thereof and,....., Company Secretary/Authorized Officer who has countersigned the same in token thereof²:

(Signature)

(Designation)

(Name)

(Address)

(Fax No.)

(e-mail)

(Signature)

(Designation)

(Name)

(Address)

(Fax No.)

(e-mail)

SIGNED, AND DELIVERED For and on behalf of the SELECTED BIDDER by:

² To be affixed in accordance with the articles of association of the Concessionaire and the resolution passed by its Board of Directors.

(Signature)

(Designation)

(Name)

(Address)

(Fax No.)

(e-mail)

In the presence of:

1.

2.

SCHEDULES

SITE OF THE PROJECT (Schedule A)

The site of the Project shall be as described in this Schedule – B Annexure 8.

O&M OF THE PROJECT (Schedule B)

1. O&M of the Project

O&M of the Project shall be as described in this Schedule – B.

2. Specification and Standards

The Project shall be operated and maintained in conformity with the Specifications and Standards specified in Schedule-D.

ANNEX 1 (SCHEDULE B):

PROJECT OBJECTIVES AND SCOPE OF THE PROJECT

I. Project Objective

The objective is to select eligible Bidder to provide Operation & Maintenance Services at Kilambakkam Bus Terminal.

A. Scope of Services:

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

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

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

- (q) Minor repair works including but not limited to plastering wall cracks, fixing of plumbing and electrical fit outs etc., shall be done by the Concessionaire. Major repairs and renovation due to faulty workmanship of Authority including but not limited to structural defects shall be done by Authority.

B. Obligations of the Concessionaire

- (a) Providing dedicated shops to accommodate library cum cafe and bookshop
- (b) Provision for omni bus offices on the first floor shall be made based on market demand, at the prevailing market rate, and subject to availability of space. A total of 78 (Seventy Eight) bus bays will be designated specifically for omni buses;
- (c) Provision for mother feeding room, ATM, milk and other passenger amenities / facilities
- (d) Procure and maintain Insurance Cover for entire site including but not limited to General Insurance to cover any loss / damage to the project assets, comprehensive third party liability insurance, the Concessionaire's general liability arising out of the Concession, liability to third parties for goods or property damage, workmen's compensation insurance; and any other insurance that may be necessary to protect the Concessionaire and its employees.
- (e) To provide prams, pushchairs etc., at the site.
- (f) To renew all licenses and applicable permits required under Applicable Law for Operation and Maintenance of site which would include Fire License, CEIG approvals, lift & escalators license along with 3rd party insurance and any other applicable licenses.
- (g) The Project site shall remain plastic free, and the Concessionaire shall ensure the same.
- (h) To provide office space for Authority. However, the Authority reserves the right to make modifications or add additional spaces without impacting the proposed leasable components as mentioned in annexure 7 of this Agreement.
- (i) Service level requirements are indicative in nature, any further changes in service level requirements shall be at the cost of the Concessionaire without any financial

implication or claim on the Authority and without affecting the annual Concession Fee payable to the Authority.

- (j) The Concessionaire is responsible for monitoring all buses (Omni, SETC, TNSTC, MTC) and other private vehicles such as 4-wheelers, 2-wheelers, Autos, and Taxis at the bus terminus. This monitoring will be done using a combination of ANPR (Automatic Number Plate Recognition) cameras and boom barriers at both the entry and exit points. The data will be made accessible online in real-time. The designated officer of the Authority and the Concessionaire shall countersign and verify the number of vehicles on a daily basis.
- (k) The Selected Bidder shall install solar panels with a minimum capacity of 1.9 Mwp within the Bus Terminal. These solar panels should be used to meet the power needs of the Bus Terminal, utilising the existing terrace with necessary legal approvals for the same. This installation should be completed within 6 months from the date of execution of the Concession Agreement.
- (l) The Selected Bidder shall allocate 5% of the retail space provided as in Annexure 7 to the Authority for any usage at the rate fixed by the Authority for development. This allocation may be utilized for various purposes by the Authority, including but not limited to retail. Notwithstanding the forgoing, the Authority may license the aforementioned space to Government Departments/agencies.

2. Scope of Services

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

(a) Maintenance Services

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

1. Break down Maintenance:

The Concessionaire shall be responsible for supervising and coordinating breakdown maintenance. If a breakdown occurs due to defects including manufacturing defects or defect due to faulty erection or any defective work or material, the Concessionaire shall coordinate with the equipment

suppliers/contractors to arrange for repair and rectification under the relevant defect liability period or equipment warranty period, as may be applicable.

2. Preventive Maintenance:

The planned maintenance which is performed while the equipment is still working so as to reduce unexpected breakdown. This maintenance is scheduled based on time (monthly, quarterly, annually) or usage triggers. Activities in Preventive Maintenance are usually performed based on guidelines from equipment suppliers /manufactures or as instructed by Authority or as per Good Industry Practice to ensure continuous use without breakdown to ensure maximum life of asset.

3. Management:

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

(b) Operation Services

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

I. General Operations

- (i) The Concessionaire shall ensure day to day unhindered running of the Bus Terminal as per the satisfaction of the Authority and shall undertake day to day repairs as might be required
- (ii) Concessionaire shall ensure that all complaints are attended and rectified within the time specified as per the service level as required in this RFP.
- (iii) The Concessionaire shall ensure unhindered operation of Buses in Terminal, Depot, Idle Bus Bays and along the circulation area and smooth movement of public in the project site
- (iv) The Concessionaire is required to make prior arrangements for festival seasons and emergency situations, in addition to the average number of buses and footfalls expected.
- (v) The Concessionaire shall be required to obtain approval of the arrangement plan from the Authority and the relevant department in case of festival seasons and emergencies.
- (vi) The Concessionaire with the help of Tamil Nadu Police Department and Authority shall ensure that sleeping of people in circulation area, hawking, loitering etc. shall not be allowed at site. Further entry of stray animals shall be avoided.

II. Operation of Equipment and Fixtures:

- (i) The Concessionaire shall ensure operation and upkeep of all equipment (electrical, mechanical etc.) in accordance with operation and maintenance manuals provided by the Authority or the manufacturers of such equipment and ensuring safety of equipment and personnel using it in accordance with Appendix V of this RFP and other Applicable Laws (some details of pumps, AC/HVAC, Lifts, Escalators, Sewerage System, plumbing, Fire Fighting, and other electrical works are enclosed in the RFP).
- (ii) The Concessionaire shall ensure that day to day works such as removing choking matter from drainage pipes, manholes, restoration of water supply, ,

repairs to faulty switches, watering of plants, lawn mowing, hedge cutting, sweeping of leaf falls etc. are attended under day-to-day service facilities.

- (iii) The Concessionaire will ensure that all filters, belts, fasteners, fixtures, lubricants, and other routine items are installed and are working properly.
- (iv) The Concessionaire shall operate all equipment, fittings, and fixtures (electrical /mechanical/plumbing etc.) on regular basis and ensure the smooth functioning of the area such as operation of pumps for filling water to tanks as per the requirement.
- (v) The Concessionaire shall carry out daily, weekly, quarterly, half-yearly and yearly checks as per the relevant O&M manuals for smooth operation and functioning of the area.
- (vi) The Concessionaire shall operate and maintain the complete access control system, Fire alarm system, CCTV System, PA system and any other systems as installed at the Facility
- (vii) The Concessionaire shall monitor and maintain the ambient room parameters (temperature, humidity, noise level, required light levels etc.) for different components/areas/exhibits/artefacts as specified in the O&M manuals carefully, at all times throughout the Concession Period. Any damage done to the exhibits/ artefacts / equipment due to non-maintenance of required ambient room parameters will be the responsibility of Concessionaire and the Concessionaire shall make good the damaged exhibit / artefacts / equipment's at his own cost.

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

(c) Housekeeping and cleaning Services –

a) General Cleaning Services: The Concessionaire shall

- (i) Perform routine cleaning of the internal and external areas to meet the required service standard.
- (ii) Ensure cleanliness of all common spaces and space inside the Bus Terminal at periodic intervals.
- (iii) Perform cleaning and upkeep of passenger waiting areas and amenities, IT & AV equipment in the facility as per the directions in the O&M manuals or as per directions of the Authority.
- (iv) Perform periodic cleaning of glass facades, structures at the entrance plaza, external claddings etc. at all heights (internally and externally).
- (v) Provide additional housekeeping services as and when required by the Authority for ensuring compliance with objective and scope of services or SLA for the said Project.
- (vi) Deploy equipment for cleaning and shall be responsible for maintaining these at all times. All costs for purchase/repair/spares/ maintenance etc. for these equipment's will be borne by the Concessionaire.
- (vii) Be responsible for the safekeeping of the equipment at the facility and shall ensure that such equipment is not taken out of the premises at any time during the Concession Period other than for repairs. In case such repairs take more than a week, the Concessionaire shall arrange to provide alternate equipment for the facility.
- (viii) Adopt a proactive approach to the delivery of these services. The Concessionaire shall report immediately any defects, deterioration, or damage to the property at the facility as soon as they become aware of such defects in the course of their duties under the Service Agreement.
- (ix) Dusting / cleaning of all furniture, sills, counters, screens, blinds & curtains, light fittings, signage, doors, door frames, fittings and glass pans etc. to remove debris, stains, cobwebs and marks.
- (x) Stairs including treads, risers, nosing, banisters, balustrades, handrails, ledges and protective wire guards where present must be free from dust, debris, stains and marks.
- (xi) Polishing / vacuum cleaning / cleaning of floors, carpets, carpet tiles, mats and mat wells and ensure the same must be free from grit, dust and

debris with no apparent stains. They must be clean and dry. All carpeted areas are to be cleaned by the manufactures recommended methods and recommended intervals.

- (xii) Clean all water tanks and disinfect such water tanks before the start of the rainy season and as instructed by the Authority.
- (xiii) Regular cleaning of storm water drain, manholes, sewage lines etc. for removal of any blockages.
- (xiv) Entrances, service areas, parking areas, paving, paths, roads, lawns at the entrance, outside premises must be maintained so that no graffiti, debris, litter, cigarette ends, dirt or spillages are apparent after cleaning.
- (xv) Server Room, Control Room etc. must be free from dust, static electricity and be left clinically clean (to be done in presence of the officials concerned).
- (xvi) Sticky substances like chewing gum shall be removed before any cleaning procedure is carried out using an appropriate cleaning technique and chewing gum remover.
- (xvii) Care is to be exercised to ensure passenger safety. Wet floors should be sign- posted. Trailing cables and open sockets should be made safe.
- (xviii) All cleaning methods used must be of a sufficient quality to meet these standards and to maintain any guarantees on the floor covering.
- (xix) Stainless steel surfaces must be treated with an appropriate cleaning and polishing agent.
- (xx) The Concessionaire shall develop and implement a housekeeping plan for all types of cleaning surfaces (e.g. walls, floors, façade, ceiling-as appropriate, furniture, windows, glass, restrooms, etc.) along with material specifications and machineries to be used and any other details as required by Authority that are within internationally accepted cleaning industry standards, to extend the life of these surfaces through routine, periodic and as necessary, restorative cleaning process with the prior approval from the Authority. Any changes suggested by the Authority shall be followed without having any financial impact or claim on the Authority.
- (xxi) The Concessionaire shall be primarily responsible in the management of wastes from vending zones, food court, bus bays, passenger waiting areas

and restrooms including collection and storage.

- (xxii) The Concessionaire shall place dustbins with colour codes for plastic waste, Biodegradable waste, hazardous waste etc. and shall segregate and dispose at the specific location in site as instructed by the Authority. Necessary safe and environmentally friendly disposal / reuse of waste generated shall be ensured to the extent possible. Further, it shall coordinate with waste hauling services contractor on schedule of hauling of wastes from the premises to the designated disposal site.
- (xxiii) The Concessionaire shall ensure that all consumables are always available for use by building occupants / users. These include cleaning chemicals, hand soap, paper towels, toilet paper etc. Concessionaire shall be required to manage and monitor inventories and inform the Authority in good time to re-order. This shall also apply to Bus Terminal furniture and other miscellaneous equipment/facilities.
- (xxiv) The Concessionaire shall ensure cleaning of roof and wall area and removing any cobweb, dirt, dust etc. All common areas are to be disinfected on regular basis.
- (xxv) The Concessionaire shall ensure cleaning and checking the Bus Bays and roads on regular basis.

b) Cleaning of Toilets

- (i) All sanitaryware including sinks, wash hand basins, WC bowls, seats, covers, hinges, tops, undersides, rims, taps, overflows, outlets, chains, plugs, urinals, brushes, toilet roll holders, tiled surfaces, splash backs, and vanity units must be free from scum, grease, hair, scale, dust, soil, spillages and removable stains. In addition, the surfaces should be disinfected.
- (ii) Floors should be cleaned to the good industry standards. In addition there should be no evidence of scum, grease, hair, and scale and the floors must be disinfected.
- (iii) Soap dispensers must be filled, operating correctly with clean nozzles, the external surfaces must be clean dry and free from smears.

- (iv) All toilets should be kept fully stocked with supplies and should be made available at all times.
- (v) Dispensers must be clean, dry and free from dust, marks and smears with clean towels fitted. Hot air dryers must be clean, dry and free from dust, marks and smears.
- (vi) Concessionaire shall ensure cleaning of Staff toilets /common areas regularly in the restricted area in accordance with the instructions provided by the Authority.

c) Waste Management

- (i) Bins must be emptied, cleaned and dried inside and outside, bin-liners replaced where necessary and placed in their original locations. Liners must be used at all times.
- (ii) Selected Bidder shall collect the garbage from the garbage collection point and segregate the waste in recyclable and non-recyclable type and shall ensure proper disposal of waste in the designated area as instructed by the Authority as per the standards and directions provided by the Authority.
- (iii) Waste management methodology shall comply with the guidelines as laid down in applicable waste management rules of the GoI/ GoTN
- (iv) Renovation debris is to be stored at designated space at designated area.
- (v) The Concessionaire undertaking the renovation work would remove the debris as per schedule / instruction of Authority.
- (vi) Cleaning of grease chambers of the kitchen, if applicable
- (vii) The Concessionaire shall provide appropriate and road-worthy waste collection vehicle to prevent the spilling of garbage leachate and emitting odor while in transit from the premises to the accredited disposal area.
- (viii) The Concessionaire shall ensure that the disposal of garbage should be in line with the applicable laws and as per direction of Authority.
- (ix) The Concessionaire shall clean the garbage disposal van or the garbage disposal site including the adjacent areas affected by the hauling or removal of garbage before leaving the premises. The Concessionaire shall

provide all the necessary cleaning tools and approved chemicals to make the area tidy.

d) General Pest Control

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

(i) Disinfection Treatment

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

The Concessionaire shall take the following control measures:

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

(ii) Rodent Control

Pest Covered: Domestic/Field Rodents.

The Concessionaire shall take the following control measures:

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

(iii) Fly Control

The Concessionaire shall take the following control measures:

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

(iv) Mosquito Control

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

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

e) *Housekeeping Monitoring and Control:*

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

1. Toilets Checklist:

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

2. Common Areas Housekeeping:

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

(d) Help Desk & Reception Services

The Concessionaire shall operate the front-desk/help-desk as per the guidelines provided by the Authority. These Services pertain to assisting/guiding the visitors, Authority's staff, attending to problems at the help-desk, resolving the problems to

closure, which occur on day-to-day basis and shall also include support for bus information and other passenger services.

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

The Concessionaire shall also undertake the following:

1. Complaints Register:

The Concessionaire will maintain complaints register. Each complaint received from the Authority, its representatives, or any users of, or passengers at, the Facility in the course of provision of the Services will be recorded by the Concessionaire in the complaint register and assigned a registration/ticket number.

The Concessionaire will seek to resolve any complaint received in accordance with 4 of this RFP. Once a complaint has been satisfactorily addressed and closed, the Concessionaire will update the status of the complaint in the register. The Concessionaire will make the complaints register available to the Authority and any other engineer/officer-in-charge for inspection, whenever requested by the Authority or the engineer/officer-in-charge.

2. Suggestions Book:

The Concessionaire will maintain a suggestions book in which any user of, or visitor to, the Facility can record suggestions for the betterment of the Services. To the extent practical, the Concessionaire shall take on board these suggestions to improve the quality of the Services.

(e) Gardening & Lawn Management

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

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

Broad Scope of services will be as follows:

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

(f) Complaint management

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

The defined SLA provides the time for responding and closure of complaints by Concessionaire based on standards these present guidelines and may be changed by Authority from time to time. These defined **SLA are provided in Annexure-4**

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

(g) Reporting

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

- (a) Initial Review Report;
- (b) Monthly Reports;
- (c) Deployment Report;
- (d) Attendance Reports; and

(e) Statutory compliance intimation report.

The MIS report shall cover the following aspects:

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

tracking sheet of all statutory or regulatory compliances such as environment clearances, all NOC's, etc including their renewal dates. Concessionaire shall monitor and intimate the Authority minimum 30 days in advance before expiry of any such statutory or regulatory compliances. This will be in the purview of Authority to get all NOC done.

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

(h) Parking Management

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

- Collection of Revenue;
- Support for parking management;
- Manage operations at entry and exit passenger vehicles;
- Vehicle and traffic management within the facility / free parking area;
- Managing movement of vehicles at drop-off points to avoid congestion
- Monitoring & guiding for smooth and hassle-free parking; and
- Surveillance of vehicle movement.
- Coordination with Authority / authorized representative of Authority where required; Performing housekeeping duties in the parking area, maintaining ambient air quality, and displaying advertisements in the parking area;
- No person shall cause or permit a taxi/auto to ply for hire or load passengers other than at a designated authorized standing area determined by the Authority. The Concessionaire must adhere to any additional guidelines for managing autos/taxis as approved by the Authority;
- Allocate 2% of the total parking space as reserved preferential parking, free of charge, to be used by the Authority and/or other allied government department employees working in the Bus Terminal.
- Advertisements are permitted in the parking.

The Concessionaire may consider advising Authority / authorized representative of Authority to install additional equipment / signage, etc. to manage and monitor the entry and exit points including automated ticketing facilities.

(i) Security/Attendant Services (watch & Ward)

The activities and responsibilities of the Concessionaire with respect to security services are:

- To provide security services for the protection of life and property against theft, pilferage, fire etc.,
- Ensure safety and security of men and material,
- Guiding passengers and visitors to desired bus bays/ locations/concerned officials/ occupants,
- Checking of gate passes and to regulate the entry and exit of vehicles/materials,
- Prevent entry of stray animals like cow, dogs etc.,
- Round the clock patrolling of the Facility,
- Handheld metal detectors should be provided by the security agency to security guards for sample checking and frisking of visitors as well as their carry bags,
- The Authority shall provide scanners, metal detectors, and other necessary equipment as required by the Tamil Nadu police to conduct vehicle checks at entry points as needed. In case of theft or security footage requirement and other aspects relating to safety and law/order, the Concessionaire shall cooperate with Tamil Nadu Police and other allied departments of the Authority and/or Government of Tamil Nadu. The guidelines issued by the Authority/ Tamil Nadu police with respect to the security of the Bus Terminal shall be adhered by the Concessionaire.
- Concessionaire shall maintain records of inwards and outwards movement of men, materials and vehicles, etc. with proper check as per instructions

given from time to time by Authority

- Effective involvement during the crisis management like fire accidents and bomb threats and during periodical drills. Liaison with appropriate agencies in case of emergencies/Disaster & be well equipped with their update contact numbers,
- Having effective control on movement of materials in / out,
- Physical guarding of entry / exit points,
- Screening / directing of passengers and visitors,
- Patrolling and guarding various common areas and surroundings to ensure adequate safety and security,
- Assisting the occupants during the emergency evacuation of the terminal,
- Rescue operation of passengers stranded in the lifts,
- Complete disaster management in case of emergencies/ disasters,
- Ensuring and monitoring the operations of Barriers & Access Control System,
- Lodging of complaints/FIRs in case of emergency/disaster on intimation,
- Providing a logbook register for making entries by the security personnel of their presence at duty site,
- Provide at its own cost:
 - a. proper clean uniform and badges and
 - b. photo identity cards as per laid down rules for Private Security Agencies.
- Concessionaire shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Authority will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty. Concessionaire shall bear all the expenses incurred on the following items i.e., required security devices, metal detectors, searching mirror, Walky-Talky, provision of torches and cells, lathis/ballams and other equipment to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.

- Submission of notification regarding abandoned vehicles in parking lots and their subsequent removal, with the assistance of the Police;

(j) Management of command control Center –

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

(k) Water supply Maintenance

- Water supply source will be provided by the Authority.
- Pumping water to the overhead tanks in the Bus Terminal by switching on the pump and switching off after filling up the water, in two shifts, or as frequently as required
- Check the availability of water in the water tanks and fill the tanks as when required.
- All the water coolers/ water tanks in the Bus Terminal have to be cleaned twice in a week by a trained person.
- Filters provided in the water purifiers are to be cleaned as per the instructions of the suppliers.
- Chlorinating the water at overhead tank/ storage tanks as per the requirement and Maintenance of water quality.
- Disconnecting and reconnecting plumbing connection in case of water heaters/ geyser, electrical gadgets, wherever such electrical items are required to be replaced / repaired.
- Arresting leakage through window sills, etc and arresting leakage in sanitary and water lines with sealant / caulking materials.
- Cleaning of drinking water/ pipelines, rain water lines, waste water pipes, bore well water lines including disconnecting and reconnecting the pipes as per requirements.
- Fittings and pipes including bore well pipes of the Bus Terminal which may clogs and cleaning is necessary on regular / urgent basis.

- Operating and keeping all equipment, accessories, safety/protection devices etc in healthy condition at all times including cleaning on daily basis
- Attending to breakdowns, failures, faults in the equipment/system, replacement/repair etc and restoration of operation within the shortest possible time
- Repair of faulty spares/items as required
- Checking and maintaining log book for running of pumps and water levels reading in different tanks / sumps.
- Cleaning of pump house, sump & bore well pumps including pumps, motors, starters, panels, pipe racks etc
- Performing periodic water quality sampling/ testing and submit test results to Authority for necessary action.
- Entry of meter reading/ consumption monitoring on a day to day basis and reporting to Authority.
- In addition to the aforementioned works the contractor shall carry out necessary maintenance, renewals, repairs, replacements and relevant works as directed by the Authority.

(I) Sewerage & Drainage Maintenance

- Cleaning of manholes, septic tanks, closed drains, gully trap, gutters inside the Bus Terminal leading and connected with the main sewage line. These areas are to be cleaned once in every two months and as and when situation demands or as advised by the Authority time to time.
- Cleaning and removing the chokes in the sewer lines below / above ground level for smooth functioning of sewerage system and maintenance of the same.
- Operation, maintenance and repairs of suction, delivery and diversion valves provided on the main sewer pipe line for disposal/ diversion of Bus Terminal sanitary effluent to city/ town main sewer.
- Operation, maintenance and repairs of electrically/ diesel operated portable centrifugal pump for pumping out of effluent (sanitary) water from manhole or from any other place. The job includes shifting of pump etc. from one location to another location, removal and fixing of suction/ delivery pipes

etc. as per directions of Engineer-in-charge/ his authorized representative

- Cleaning of major storm water drains flowing inside the Bus Terminal, at least once in a month and disposing immediately the silts, mud, debris etc. to Authority dumping ground without causing nuisance to any body.
- All minor drains shall be cleaned daily & as required so as to ensure smooth discharge of wastewater. There shall not be any stagnation & over flowing of water.
- In addition to the aforementioned works the contractor shall carry out necessary maintenance, renewals, repairs, replacements and relevant works

(m) Electrical Maintenance

- Electrical maintenance of various type of buildings/ structures within the Bus Terminal
- Electrical maintenance of Bore well pump motors, Street lighting and periphery lighting inside Bus Terminal such as Service complex, meeting rooms, canteen, corridors, toilets as directed.
- Electrical maintenance of operational area in side Bus Terminal such as Power stations, AC plants etc., under the supervision of Authority Staff as directed.
- Attending to making good of fuse off complaints
- Replacing of burnt out or damaged switches, sockets, holders, switch boards etc.,
- Temporary wiring and lighting
- Dismantling of burnt pump motors, burnt ceiling fans, burnt chokes of light fixtures and installing the same after repairs
- Fixing of Geysers, boilers, repairing of geysers for the replacement of defective thermostat, rectification of major leaks of the geyser
- Repairing the burnt chokes of street light fixtures and changing of fused Authority in the fixture
- Periodical maintenance of light fittings, street light fittings, ceiling fans, exhaust fans including repairs like replacement of fused Authority and tubes, checking of chokes, capacitors, starters, holders, terminals, control gears,

regulators etc.

- Periodical checking and maintenance of all electrical installations such as water supply pump motors, garden/ landscape pump motors and starters
- Diagnosing the cable fault and rectifying the defects by providing straight through joints, end terminations etc., as directed.
- Preventive maintenance of above listed installations to be carried out in a well planned manner with periodicity as detailed in general, as directed.
- Any other electrical maintenance / repair works as required other than the above mentioned shall also be executed by the successful bidder, as per the directions of Authority.
- Preventive maintenance shall be effectively carried out in consultation with Authority
- Recording and up-keeping of Log-book for various operation as mentioned in should be strictly followed

(n) Street Lighting Maintenance

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

(o) Other Jobs

- Attending to all the Complaints recorded in Registered / received relating to Civil, Water Supply and Sanitary Systems & Plumbing works and Allied works and rectifying the defects wherever necessary including cost of materials replaced in the premises.
- Eradicating weeds, shrubs, etc. and removal of plant growth in external and

common areas of buildings and in plumbing lines periodically without any extra cost such as scaffolding, etc. by pouring acid / saturated ammonium sulphate solution periodically.

- Providing all tools, tackles, machines, equipments and other housekeeping/maintenance related consumables etc. Safe custody of all such materials will be successful bidders whole responsibility. No extra charge will be paid for the same.
- Procurement & supply of spares in time so that operation and maintenance is not held-up for want of spares
- Procurement & supply of consumables in time so that operation and maintenance is not held-up for want of consumables
- Preventive Maintenance of equipment including planning, drawing-up PM Schedules etc. This would include all checks/works, servicing/overhauling as per manufactures' manuals as available with Engineer
- Co-ordination with other agencies operating at site, statutory authorities etc. for carrying out the work including arrangement for shut-downs etc
- Maintaining daily logbook of events, complaint registers/files, spares consumption registers/files etc
- Any other work required for efficient O&M of the Systems not mentioned above or as directed by Authority
- Performing daily, weekly, monthly, quarterly, half yearly and annual checks for efficient Operation & Maintenance of the Systems as and when required and as advised by the Engineer in-charge .
- All the workers engaged by the contractor in the Bus Terminal, shall have the uniform.
- The Contractor shall provide proper uniform, shoes and other safety gadgets like hand gloves, raincoats etc., for their personnel during Operation and maintenance services at site.
- All staffs of the organization shall bear photo identity card during the period of work, which shall be duly signed by the authorised representative of the contractor.
- All workmen/manpower to be engaged by the contractor should be covered

under the statutory government regulation framed from time to time.

(p) Manpower deployment

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

- i. The minimum manpower required to be provided by the Concessionaire is as set out in **Annexure 5**.
- ii. Concessionaire shall provide the above minimum manpower to efficiently and effectively manage the facility. However, Concessionaire shall be responsible to maintain the service levels as required and shall be liable to deploy additional manpower as per the requirement to fulfil the scope of services for the Concessionaire.
- iii. In case any category of staff is required on a 24 X 7 basis availability, the same shall be conveyed to the Concessionaire during the Concession Period and as required from time to time. The payment for such manpower shall be in accordance with the provisions of Minimum Wages (Tamil Nadu) Rules, 1953.
- iv. The impact of additional requirement of manpower for reliever, night shift, leaves and off days shall be taken into account by the agency while determining the cost of respective category of manpower.
- v. During day shift the total no. of manpower deployed should not be less than the minimum manpower specified in the table, at all times.
- vi. The tentative duration of working hours/operational hours in the terminal will be 8 hours / per shift, subject to finalization of timings by the Authority to be conveyed at the time of signing of agreement.
- vii. Police verification of the manpower deployed by the Concessionaire should be complete and must be shared with the Authority upon request.
- viii. The Concessionaire shall comply with all Applicable Laws in relation to the payment of wages for any manpower deployed

- ix. The Authority shall verify the information/status of deposit of EPF and ESI done by the Concessionaire for the deployed manpower every month on random basis.
- x. The Concessionaire is prohibited from employment of child labor in accordance with the Applicable law.

(q) Dormitory

Standard operating procedures shall be followed as per good industry practise. In addition, guidelines as detailed below shall be adhered by Concessionaire which shall be revised, modified, changed, added, removed etc. as and when required by the Authority. Any such modifications shall be approved by Authority before implementation for efficient, effective, transparent, safe and hygienic function of the proposed facility and to ensure adherence with all the terms and conditions of this agreement or with applicable Acts / Rules / Guidelines etc.

A. Administrative

- a. Guest Register shall be maintained by the Concessionaire where details of all the guest shall be entered and be shared at the request of the Authority
- b. Guest shall be charged only based on the rates as intimated by Authority and no preferential allotment of dormitory shall be made for guests
- c. Accommodation for Students / Working Men or Women or others shall not be provided accommodation for a period more than 7 days
- d. Secured Wifi access shall be provided for all the inmates with separate login ID
- e. Smoking or Use of Alcohol or Drugs is completely prohibited inside the terminus
- f. Pets shall not be allowed inside the Dormitory
- g. Parking facility shall be provided for the guest in the public parking facilities in the rates prescribed by Authority
- h. Tax Invoice shall be provided for every guest and accommodation shall not be provided for any person without making necessary entries in the guest book and without collection of identification proofs

B. Housekeeping

- a. Standard procedure stipulated for maintenance of the site shall be adhered

like clearing of floors, toilets & bathrooms, MEP fittings, Shafts etc.

- b. Fresh bed sheet, Pillow Cover, Blanket, Water Bottle, Toiletries shall be provided every day for all the guest
- c. RO Purified Drinking water, 24 Hours power and water supply, Charging Points, Lockers along with other basic amenities shall be provided by the Concessionaire
- d. Washing of cloths, drying, storing of housekeeping materials shall be undertaken in the designated location as approved by the Authority without affecting the external façade, circulation area, public areas etc.
- e. All the staffs shall be trained adequately and shall adhere to safety standards while operations / maintenance of the dormitory. Uniforms shall be provided, cleanliness and hygiene for all the staffs shall be ensured
- f. All the common area shall be kept clean and must be free from scum, grease, hair, scale, dust, soil, spillages and removable stains. In addition, all the surfaces should be disinfected.

C. Security

- a. Aadhar or other similar ID proofs as accepted by Authority shall be collected for every guest and copies of same shall be submitted to Police Department / Authority on regular basis or as per requirement of the Authority
- b. CCTV surveillance shall be provided by the Concessionaire for the entire common areas of dormitory. Required footages shall be shared as instructed by Authority
- c. Entry and Exit of all the guests, housekeeping staff etc. shall be recorded duly by the security and monitored. Unauthorized entries and trespassing shall be prohibited.
- d. In case of any unforeseen events such as Theft, pilferage, Terrorism, Harassment, usage of Drugs etc. in the premises the Concessionaire shall intimate the Tamil Nadu Police Department & the Authority without any delay and shall support by providing adequate information
- e. Scanning of Luggage and guests shall be undertaken by the Concessionaire during the entry / exit of guest or as and when required
- f. The Concessionaire shall provide best effort to ensure safety of guest and

the bus stand users always

- g. Records of all the staff members shall be maintained by the Concessionaire and police verification of the manpower deployed by the Concessionaire should be completed and must be shared with the Authority upon request.
 - h. Information on the unattended / abandoned luggage, Vehicles etc shall be brought to the notice of Tamil Nadu Police Department and the responsibility of removal / having safe custody of same if required shall be the responsibility of the Concessionaire
- (r) The Concessionaire shall be responsible for Operation and Maintenance of the Bus Terminal and managing the following aspects for ensuring proper operation and maintenance of the facilities in the premises:
- (a) Handover the Project to the Authority in good working condition subject to normal wear and tear including warranties, guarantees, and any required operational licenses as well as carry out snagging, de-snagging and testing of the Project.
 - (b) Shall assume responsibility for all services outlined in the Scope of Services.
 - (c) Co-ordination with all the stakeholders of the Authority, contractors, consultants and other agencies.
 - (d) Ensure working of all audio-visual equipment at various locations within the facility and assist office bearers for setting up of the installed devices and configuring it. The personnel handling the audio-visual equipment have to be conversant with the devices installed in the facility. Such personnel shall be informed by office staff about meetings / events for which the devices need to be used / configured. They are also required to test the devices at regular intervals to ensure all are in working condition and report any issues with audio-visual equipment through the facility manager to the Authority. They are also required to ensure timely cleaning of all installed devices, systems, screens etc.
 - (e) Maintain a record of all the equipment/assets at facility, keep record of the

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

- (f) Submission of Daily Position Reports, Failure Investigation Reports, Operation & Maintenance Reports.
- (g) Maintenance of reports, log-books etc. for operation & maintenance of various systems & equipment, maintenance of equipment history,
- (h) Co-ordinate with main contractor/interior contractor/Other contractors / suppliers as applicable for rectifying of defects under the defects liability period.
- (i) Prepare a preventive maintenance plan for all equipment/fittings & fixtures, ensuring 100% compliance. The Concessionaire shall co-ordinate for:
 - Repair technician for doors, blinds and floor springs etc.
 - Original Equipment Manufacturer (OEM) of Building Management System, CCTV, Access Controls, Lifts, Escalators, HVAC and other E&M systems, (auto flush system, other sanitary fixtures), AV Installations and related items covered under the scope of Main Contractor.
 - Works like painting, polishing, tiling, ceiling etc.
- (j) Calculation of common area maintenance charges.
- (k) Preparation, submission and obtaining approval on detailed O&M plan including maintenance and security, staffing requirement and schedule; equipment, tool and machineries to be maintained; maintenance schedule; manpower and incident reporting structure; etc. If the Authority makes any modifications to the maintenance programme in order to comply with the service level agreement, the Concessionaire must ensure that they follow the guidelines outlined in the manufacturers' manual or adhere to good industry practices. These modifications shall not result in any financial or legal

consequences for the Authority.

- (l) Prepare and maintain the records of routine services, visits provided by AMC providers and tracking to be done against actual visits.
- (m) Keep the inventory status of all spares and consumables required for the maintenance of the facility and update on weekly basis and maintain the records of consumption.
- (n) Conduct quarterly systems & equipment health audits with and through the AMC Service provider and submit a health status report to the Authority / authorized representative of Authority.
- (o) Coordinate with third party for conducting equipment audit, fire audit as and when required by Authority.
- (p) Prepare and follow Standard Operating procedures for smooth functioning of the maintenance services, within 30 days of commencement of agreement.
- (q) Brief the representative on maintenance and operational proceedings on day to day basis.
- (r) The Concessionaire, shall be responsible for providing space for a Wellness Centre/First Aid Room as indicated in the floor plan for Ground Floor. The appointment of the Medical Team shall be carried out by the Authority.
- (s) The Concessionaire shall report to a Nodal Officer appointed by Authority for the management services as and when required.
- (t) The Concessionaire is required to offer complete assistance to the Tamil Nadu police in the event of any theft or when inspecting CCTV footage or providing any additional information, in case of any incident or otherwise and shall cooperate with the Tamil Nadu police, Authority or any other persons as instructed by Authority in any matter whatsoever.

3. Deduction for Non-Performance

Subject to the terms and conditions mentioned in the Concession Agreement, any deficiency by the Concessionaire in the performance of its delivery obligations, shall render him liable to cure the defect and pay any or all of the penalties mentioned in **Annexure-6** dealing with Deduction for Non-performance.

Failure in performing the delivery obligations is to be to be **cured** in accordance with **Annexure 4** dealing with Key Performance Indicators under Service Level Agreement. In the event that the Concessionaire fails to repair or rectify any defect or deficiency set forth under the service level agreement within the standard repair period specified therein (hereinafter referred to as “**Minimum Requirement Period**”), notice shall be given by the Concessionaire either by itself or by the Authority at the expiry of the Minimum Requirement Period as per the Annexure 4 granting an additional repair period along with imposition of appropriate penalty for the rectification of the defect (hereinafter referred to as “**Additional-Compliance Period**”). If the defect is not fixed within the specified Additional-Compliance Period, the Authority will send a second notice to the Concessionaire at the expiration of the Additional-Compliance Period, providing a one-time cure period to rectify the defect. The duration of the cure period shall be as per Minimum Required Period, or any further extension as determined by the Authority. If the defect is not remedied by the end of the aforementioned cure period the same shall be considered as an event of default and the Authority may at its discretion rectify the default at the cost of the Concessionaire. If the Concessionaire fails to rectify the defect three times in continuous period of 365 (Three hundred and Sixty-Five) days, it shall result in the termination of the Concession Agreement. Written permission from the Authority shall be required in the event of any extraordinary circumstances. If the Concessionaire fails to comply with the service level agreement and this results in any financial loss to the Authority, Concessionaire shall be responsible for rectifying the damages at actual costs. The decision of the Authority shall be final and binding on the Concessionaire.

4. Revenue Components

The revenue generating components in the Project include the following:

- (i) Retail shops
- (ii) advertisements (preferably digital)
- (iii) parking (2W/4W)
- (iv) entry fee per omni bus
- (v) entry fee per Government Mofussil (SETC, TNSTC, PRTC) buses

- (vi) cloak room
- (vii) Dormitory
- (viii) Any other charges with the approval of the Authority

5. Annexures

5.1. Annexure 1 –Intentionally deleted.

5.2. Annexure 2 – Area Statement

i. Site Area - Summary

S.No	Particulars	Area (Sqm)	Area (Acre)
1	MTC Bus stand	31,297	7.73
2	Mofussil Bus Terminal	1,83,777	45.41
3	Idle Bus parking	37,960	9.38
	Total	2,53,034	62.52

ii. Detailed Site Area

S.No	Particulars	Area (Sqm)	Area (Sft)
1	MTC Bus Terminal Area	31,297	3,36,883
1	Administration Area & Others	1,029	11,080

S.No	Particulars	Area (Sqm)	Area (Sft)
1	Administration Building	469	5,046
2	RO Reject water collection well	23	250
3	Circulation / Open Area	537	5,784
4	Sewage Pumping well	39	416
2	Road & Circulation	26,920	2,89,764
1	Road	20,921	2,25,189
2	Walkway 1	888	9,554
3	Walkway 2	687	7,393
4	Walkway 3	339	3,649
5	Walkway 4	961	10,340
6	Walkway 5 & 6	543	5,849
7	Platform 1 & 2	862	9,276
8	Platform 3 - 7	884	9,518
9	Platform 8	193	2,076
10	Platform 9 & 10	483	5,201
11	Area btw MTC workshop & walkway	93	1,004
12	Stairs from Subway & Lift	66	714
3	Others	3,276	35,262

S.No	Particulars	Area (Sqm)	Area (Sft)
1	Workshop Building	761	8,192
2	Steps	147	1,577
3	Adjacent Building	193	2,076
4	Steps	17	181
5	MTC Public Toilet Block	104	1,122
6	Ramp & corridor	40	433
7	Sewage Collection Well	9	98
8	Effluent Collection Well	14	148
9	Landscape	349	3,757
2	Mofussil Bus Terminal Area	1,83,777	19,78,176
1	Terminal Building	15,588	1,67,785
2	Corridor & Bus Fingers	12,209	1,31,423
1	Corridor & Bus Finger (Circulation)	11,132	1,19,828
2	Shops on the Corridor – 16 Nos	84	899
3	Seating Area – 536 Nos	242	2,600
4	Gents Toilet	216	2,321
5	Lobby 1	88	952
6	Lobby 2	27	294

S.No	Particulars	Area (Sqm)	Area (Sft)
7	Ladies Toilet	252	2,713
8	Ramp	95	1,027
3	Circulation between Bus Fingers and Road	1,04,930	11,29,463
1	Circulation between bus fingers	53,897	5,80,145
2	Road	50,193	5,40,273
3	Arc Base	22	235
4	Median 1 - 3	818	8,810
4	Open ground	20,224	2,17,691
5	Others	30,825	3,31,800
<i>1</i>	<i>Walkway 1</i>	672	7,236
<i>2</i>	<i>Walkway 2</i>	1,987	21,385
<i>3</i>	<i>Auto-platforms</i>	715	7,694
1	Paved Area/STP	1,213	13,062
2	ETP	47	508
3	Circulation	3,007	32,362
1	Workshop building	2,083	22,420
2	Staff Toilet	162	1,747
3	Paved Area	4,899	52,729

S.No	Particulars	Area (Sqm)	Area (Sft)
4	Landscape	437	4,703
1	Islands on Road	360	3,873
2	Landscape along Walkway	3,658	39,377
3	Landscape adjacent to Parking (South)	3,023	32,537
4	Landscape adjacent to Parking (North)	6,580	70,823
3	Idle Bus Parking Area	37,960	4,08,602

iii. Detailed Built-Up Area

S.No	Particulars	Area (Sqm)	Area (Sft)
1.	MTC Admin Office		
	Ground Floor	459	4,937
1	Entrance Porch	17	187
2	Ramp	14	155
3	Reception	37	397
4	Time Office 1	73	785
5	Time Office 2	67	717
6	Staircase	24	262
7	Gents Toilet	70	755
8	Ladies Toilet	59	637

S.No	Particulars	Area (Sqm)	Area (Sft)
9	PCP	5	51
10	Corridor	33	351
11	Backside steps	8	91
12	Ramp	19	199
	First Floor	372	4,006
1	Storeroom	43	468
2	CCTV Room	33	355
3	Workers Refreshment Area	118	1,267
4	Manager's Room	45	480
5	Corridor	33	357
6	Staircase	24	262
7	Ladies Toilet	18	195
8	Gents Toilet	20	210
	Terrace Floor	364	3,918
1	Staircase	34	363
2	Open Terrace	309	3,326
3	NW Tank	21	227
4	Flushing water tank	11	122

S.No	Particulars	Area (Sqm)	Area (Sft)
5	Firefighting Tank	9	101
6	RO water tank	17	186
7	Domestic Water Tank	34	361
2.	MTC Workshop		
	Ground Floor	915	9,848
1	Ramp	83	898
2	Corridor	63	679
3	Workshop	590	6,346
4	Electrical Room	24	260
5	Storeroom	24	263
6	Office	24	264
7	Staircase	14	153
8	Cavity beside staircase	2	23
9	Passage	15	162
10	Gents Toilet	16	167
11	Ladies Toilet	12	127
12	Back steps 1	5	50
13	Back steps 2	5	50

S.No	Particulars	Area (Sqm)	Area (Sft)
	Mezzanine Floor	146	1,575
1	Storeroom	52	557
2	Office	33	353
3	Staircase	14	152
4	Corridor	38	409
	Terrace & Roof	781	8,411
1	Roof	741	7,978
2	Low Terrace	40	433
3.	Mofussil Terminal Building		
	Ground Floor	14,437	1,55,401
1	Admin Area	832	8,962
2	Commercial Area	2,178	23,445
3	Circulation	8,435	90,802
4	Waiting area	1,951	21,006
5	Public Convenience	594	6,395
6	Staircase (8No.s)	141	1,520
7	Lift (8No.s)	52	565
8	Ducts	217	2,345

S.No	Particulars	Area (Sqm)	Area (Sft)
9	Ventilator shaft (x4)	33	358
	First Floor	11,151	1,20,025
1	Admin area	214	2,310
2	Commercial Area	2,091	22,514
3	Dormitory	1,968	21,189
4	Toilets	857	9,230
5	Circulation	2,213	23,830
6	OTS	2,669	28,737
7	Staircase (10No.s)	928	9,990
8	Lift (8 No.s)	52	565
9	Ducts	153	1,656
	1st Basement Floor	15,703	1,69,029
1	Parking slots	6,019	64,793
2	Driveway	9,064	97,571
3	Stairs (10 Nos)	382	4,120
4	Lift (8 Nos)	52	565
5	Ducts	183	1,978
	2nd Basement Floor	17,078	1,83,829

S.No	Particulars	Area (Sqm)	Area (Sft)
1	Circulation	132	1,430
2	Driveway & Parking slots	16,174	1,74,097
3	Stairs (10 Nos)	382	4,120
4	Lift (8 Nos)	52	565
5	Ducts	335	3,615
4.	Mofussil Workshop		
	Ground Floor	1,945	20,937
1	Ramp 1	95	1,023
2	Ramp 2	95	1,023
3	Workshop	1,492	16,057
4	Storeroom 1	81	875
5	Storeroom 2	81	875
6	Office 1	28	299
7	Office 2	28	298
8	Staircase 1	13	141
9	Staircase 2	13	141
10	Cavity near staircase	2	23
11	Cavity near staircase	2	23

S.No	Particulars	Area (Sqm)	Area (Sft)
12	Back steps	15	158
	Mezzanine Floor	322	3,467
1	Storeroom 3	83	890
2	Storeroom 4	84	907
3	Office 3	28	304
4	Office 4	29	307
5	Staircase 1	13	141
6	Staircase 2	13	141
7	Corridors 1 & 2	72	776
	Roof	1,894	20,392
5.	Toilet Block	246	2,650
1	Ramp & Corridor	64	692
2	Landscape	15	166
3	Ladies Toilet	36	391
4	Gents Toilet	83	892
5	Physically challenged Toilet 1	4	41
6	Physically challenged Toilet 2	5	50
7	Ante Room 1	4	46

S.No	Particulars	Area (Sqm)	Area (Sft)
8	Ante Room 2	3	36
9	Lobby	5	57
6.	Substation		
	Ground Floor	932	10,028
1	Panel Room	174	1,878
2	DG Room	412	4,433
3	Transformer room 1	62	672
4	Transformer room 2	62	672
5	Ramps & staircase	93	1,003
6	Future Transformer	71	767
	First Floor	397	4,274
1	Panel Room	317	3,411
2	Staircase & corridor	60	642
	Terrace Floor	377	4,058
1	Open Terrace	339	3,653
2	Staircase	38	405
7.	UG Sump	502	5,408
1	Staircase	22	241

S.No	Particulars	Area (Sqm)	Area (Sft)
2	Pumproom	82	885
3	Water treatment Plant Room	80	864
4	Treated Water Sump	68	731
5	Raw Water Sump	68	737
6	Fire Fighting Sump	62	662
7	Fire Fighting Sump 2	62	662
8.	Fire Sump & Pump Room	303	3,257
1	Staircase	17	178
2	Pump room	102	1,097
3	Firefighting sump 1	51	554
4	Firefighting sump 2	51	554
5	Raw water sump	18	191
6	Treated water sump	18	191

Note : The Concessionaire is required to obtain detailed drawings from the Authority as mentioned in Annexure 8, visit the Project Site and satisfy themselves before submission of Bid.

5.3. Annexure 3 – Details of Available Assets at Kilambakkam

S. No	Description	Unit	Amount
1.	Sanitaryware and CP fittings		

S. No	Description	Unit	Amount
1	Indian Water Closet (Orrisa Pan)	Nos	253
2	Floor mounted European Water closet double flapped seat cover	Nos	52
3	Wash Basin of Oval size 560 x 450 mm with all accessories	Nos	276
4	Earthenware Smart Urinal, Size: 26 x 31 x 41.5 cm	Nos	189
5	White glazed Floor Mounted European water closet with inbuilt porcelain cistern 6/3 LPF and Wash Basin for Physically Challenged Persons with necessary Grab Rails, hinged rails for support, pan connector bend, check nut, stopcock etc.,	Nos	13
6	C.P. Head shower Overhead Shower ø100mm Round Shape Single Flow & Shower Arm	Nos	83
7	C.P. Soap Dish Holder with wall flange	Nos	83
8	Chromium plated Double Coat hook	Nos	398
9	CP Towel Rail 600 MM long -20MM dia with bracket	Nos	69
10	Stainless steel kitchen sink with drain board - Single Bowl with drain board 32X20X8" stainless steel kitchen sink with brass Chromium Plated swivel type extended swing sink cock	Nos	60

S. No	Description	Unit	Amount
2.	Pumps		
1	Hydropneumatics Booster pump System with VFD for Domestic water OHT filling. total 7 LPS - Each pump Discharge 3.5 lit / sec	Nos	3
2	Hydropneumatics Booster pump System with VFD for flushing water OHT filling from STP UF treated water tank. TOTAL 6 LPS- Each pump Discharge 3.0 lit / sec	Nos	3
3	Hydropneumatics Booster pump System with VFD for gardening purpose. Total-6 LPS - Each pump Discharge 3.0 lit / sec	Nos	1
4	Normal Transfer Pump to Pump the excess STP Treated Water from STP Treated Water Tank. Total-9 LPS - Each pump Discharge 4.5 lit / sec	Nos	1
5	Submersible dewatering pump with adequate HP capable of giving a required discharge at suitable head. Total-2LPS - Each pump Discharge 2.0 lit / sec	Nos	4
6	RO Reject Water Transfer Pump. submersible dewatering pump with adequate HP capable of giving a required discharge at suitable head. Total-1.5LPS - Each pump Discharge 1.5lit / sec	Nos	1

S. No	Description	Unit	Amount
7	RO Reject Water Transfer Pump. submersible dewatering pump with adequate HP capable of giving a required discharge at suitable head. Total-3 LPS - Each pump Discharge 3 lit / sec	Nos	1
8	Sewage Cutter Version Pump. Submersible Sewage Cutter Version Pump. Total-5 LPS - Each pump Discharge 2.5lit / sec	Nos	1
9	Borewell submersible pump. Stainless steel Borewell vertical Submersible pump. Discharge 2.0 lit / sec Head 200 mt	Nos	10
3.	Sewage Treatment Plant		
1	Raw Water Pumping Station - Manual Coarse Screen with Rack MOC: SS 304 Type: Manual with handle for lifting	Nos	1
2	Sewage Transfer Pumps (2 W + 1 S) including Pump, Motor and Air blower Type: Submersible Type, Centrifugal, Non-Clog Material of Construction: CI Capacity: 15 m3/hour @ 12 m head	Nos	3
3	Air Blower Type: Roots, Twin lobe Material: Cast Iron Capacity: 200 m3 / hr	Nos	2

S. No	Description	Unit	Amount
4	Motor Type: Horizontal, TEFC, Squirrel Cage, Induction with Variable Frequency Drives and soft Starters Capacity: 7.5 HP	Nos	2
5	AIR grid for sewage collection tank - MS Air Grid externally and UPVC air grid internally (Inside the collection tank) for equalization and to keep the collection tank in live Condition	Nos	1
6	Manual Fine Screen MOC: SS 304 Type: Manual with handle for lifting	Nos	2
7	Biological Treatment Units - Air Blower for Sbr Tank		
A	Air Blower Type: Roots, Twin lobe Material: Cast Iron & Capacity: 400 m ³ / hr	Nos	2
B	Motor Type: Horizontal, TEFC, Squirrel Cage, Induction with Variable Frequency Drives and soft Starters Capacity: 15HP	Nos	2
8	Return Activated Sludge Pumps - Type: Submersible Type, Centrifugal, Non-Clog Material of Construction: CI Capacity: 10 m ³ /hour @ 10 m head	Nos	2

S. No	Description	Unit	Amount
9	Surplus Activated Sludge Pumps - Type: Submersible Type, Centrifugal, Non Clog Material of Construction: CI Capacity: 10 m3/hour @ 15 m head	Nos	2
10	Decanters Decanter Assembly with Core Parts including Actuator, Motor with Gear Box, Variable Frequency Drive, Mercury Float Switch, Magnetic Limit Switch etc. complete Type: Moving Weir & MOC: SS 304	Nos	2
11	Fine Bubble Membrane Diffusers in Aeration Zone Of C-Tech Basins Fine Bubble Membrane Diffusers in Aeration Zone of C-Tech Basins Type: Tubular & MOC: Polyurethane	Nos	2 / 1 Set
12	Air Grid on For Diffusers in Aeration Zone Of C-Tech Basins Air Grid in for Diffusers in Aeration Zone of C-Tech Basins Type: Fixed MOC: UPVC	Nos	2 / 1 Set
13	Air Grid in Selector Zone - SS 304 Air Grid for selector Zone of with required supports etc	Nos	2 / 1 Set

S. No	Description	Unit	Amount
14	Mitre Bend Puddle Flange with Common Header for Decanter MOC: SS 304, Size:12", Miter Bend Puddle Flange with required bolt nut with gasket	Nos	2 / 1 Set
15	Grouting of Decanter pockets Make: Sika 42, Grouting for 32 Nos Pocket of Quantity: 200 Kg NaOCl / PAC dosing system	Set	1
16	NAOCL Tank: MOC: HDPE/PP Capacity: 200 litres - 1No	Nos	1
17	Pump: Type: Metering Capacity: 0 - 10 LPH - 2Nos	Nos	1
18	Filter Feed Transfer Pumps (1W + 1S) Type: Horizontal Mono bloc pumps Capacity: 30 m3/hour @ 24 m head, supplied with Base plates, coupling and foundation bolts	Nos	2
19	Pressure Sand Filter - Supply, erection and commissioning of Vertical sand filter with following specifications Type: Vertical, Cylindrical	Set	1

S. No	Description	Unit	Amount
	Design Pressure: 5.0 kg/cm ² Working Pressure: 3.0 kg/cm ² Service flow rate: 30 m ³ /hour		
20	Activated Carbon Filter - Supply, erection and commissioning of Activated carbon Filter with following specifications Type: Vertical, Cylindrical Design Pressure: 5.0 kg/cm ² Working Pressure: 3.0 kg/cm ² Service flow rate: 30 m ³ /hour	Set	1
4.	Water Treatment Plant I		
1	Raw water Transfer pump (Filter Feed Pump) Technical Parameters: Equipment -Filter Feed Pump Flow Rate -30m ³ /hr & Head - 35 mts No. of Pumps - 1 Working & 1 standby - Total 2nos (1set) Pump Type -Horizontal Monoblock	Set	1
2	Pressure Sand Filter Shell Thickness:6 mm Dish Thickness: 8 mm Distribution system: Lateral distribution system.	Set	1

S. No	Description	Unit	Amount
	Design Pressure: 5.0 Kg / cm ² Working Pressure: 2.5 - 3 Kg / cm ²		
3	Activated Carbon Filter Shell Thickness:6 mm Dish Thickness: 8 mm Distribution system: Lateral distribution system. Design Pressure: 5.0 Kg / cm ² Working Pressure: 2.5 - 3 Kg / cm ²	Set	1
4	Hypo Dosing System Providing, installing, testing and commissioning of Hypo Dosing System with HDPE tank and in-built dosing pump of suitable capacity complete with internal arrangements for flow distribution at inlet and outlet, including etc complete Equipment -Dosing pump - No. offered -1 Flow Rate - 12LPH @ 4Kg / Sq. cm Equipment - Dosing Tank Solution tank -One no. 200 litres capacity. HDPE tank with pump mounting assembly suction and discharge hoses etc.	Set	1
5	SOFTNER (Optional) Design Pressure: 5.0 Kg / cm ²		

S. No	Description	Unit	Amount
	Working Pressure: 2.5 - 3 Kg / cm ² Flow Rate -30m ³ /hr		
5.	Water treatment Plant II		
1	Raw water Transfer pump (Filter Feed Pump) Technical Parameters: Equipment -Filter Feed Pump Flow Rate -7m ³ /hr & Head - 35 mts No. of Pumps - 1 Working & 1 standby - Total 2nos (1set) Pump Type -Horizontal Monoblock	Set	1
2	Pressure Sand Filter Shell Thickness:6 mm Dish Thickness: 8 mm Distribution system: Lateral distribution system. Design Pressure: 5.0 Kg / cm ² Working Pressure: 2.5 - 3 Kg / cm ²	Set	1
3	Activated Carbon Filter Dish Thickness: 8 mm Distribution system: Lateral distribution system. Design Pressure: 5.0 Kg / cm ² Working Pressure: 2.5 - 3 Kg / cm ²	Set	1

S. No	Description	Unit	Amount
4	<p>Hypo Dosing System - Providing, installing, testing and commissioning of Hypo Dosing System with HDPE tank and in-built dosing pump of suitable capacity complete with internal arrangements for flow distribution at inlet and outlet, including etc complete.</p> <p>Equipment -Dosing pump</p> <p>No. offered -1</p> <p>Flow Rate - 6LPH @ 4Kg / Sq. cm</p> <p>Equipment - Dosing Tank</p> <p>Solution tank -One no. 100 litres capacity. HDPE tank with pump mounting assembly suction and discharge hoses etc.</p>	Set	1
5	<p>Softener (Optional)</p> <p>Design Pressure: 5.0 Kg / cm²</p> <p>Working Pressure: 2.5 - 3 Kg / cm²</p> <p>Flow Rate -7m³/hr</p>		
6.	Rainwater Treatment Plant		
1	<p>Raw water Transfer pump (Filter Feed Pump)</p> <p>Equipment -Filter Feed Pump - Flow Rate: 30m³/hr - Head : 35 mts</p> <p>No. of Pumps - 1 Working and 1 standby - Total 2nos (1set) @ RPM -2900</p>	Set	1
2	Dual Media Filter with flow Rate -30m ³ /hr	Set	1

S. No	Description	Unit	Amount
	Design Pressure: 5.0 Kg / cm ² Working Pressure: 2.5 - 3 Kg / cm ²		
3	Hypo Dosing System Equipment -Dosing pump - No. offered: 1 Flow Rate - 12LPH @ 4Kg / Sq. cm Equipment - Dosing Tank Solution tank -One no. 200 litres capacity. HDPE tank with pump mounting assembly suction and discharge hoses etc - Capacity: 200 litres	Set	1
4	Reverse Osmosis Plant Equipment - RO feed pump with Flow Rate - 4.5 m ³ /hr No. of Pumps - 1Working and 1 standby - Total 2nos (1set)	Set	1
5	Micron Filter Capacity - 4500 lph	Set	2
6	High Pressure Pump with Motor: Flow rate - 4500 lph Power Rating - 3 HP, 415 V, AC, 50 HZ	Nos	2
7	Flocculant & Antiscalent dosing system: Capacity of Dosing Pump - 6 lph Dosing Tank - 50 Litres	Nos	2

S. No	Description	Unit	Amount
8	RO Membranes – Membranes - 4” dia x 40 “long – Thin Film Composite Membranes	Nos	16
9	Chemical Cleaning System Tank - 1000 litres Cleaning Pump - 4.0 m3 / hr	Nos	1
7.	Electrical Works		
1	11 KV HT System		
A	11KV Ring Main Gear incoming (2 Sources): 11kV, 630A, 500MVA Load break Switch with necessary required accessories - 2Nos OUTGOING: 11kV, 630A, 500MVA vacuum Circuit Breaker with necessary required accessories: 1No	Set	1
B	11KV single VCB HT panel-outdoor type 11kV, 630A, 500MVA VCB (vacuum Circuit Breaker) with necessary required accessories - 1No	Set	1
C	11KV HT Panel-Indoor Type (Extendable Type) Incomer: 11kV, 630A, 500MVA VCB (Vacuum Circuit Breaker) with necessary required accessories - 1 No	Set	1

S. No	Description	Unit	Amount
	OUTGOING: 11kV, 630A, 500MVA VCB (Vacuum Circuit Breaker with necessary required accessories: 2 Nos.		
D	11KV / 433V 2000 KVA ONAN TYPE OLTC TRANSFORMER - 2000KVA 11 KV/433 V (Oil type) low loss type(As per IS1180, 2016, energy efficiency level II and ester Oil), in door Power Transformer, DELTA/STAR (DYN11) with all the accessories, equipment as per the detailed specification	Set	1
E	Battery Charger - Battery Charger 110V DC 100 AH Trip unit combined with trickle & boost charge facilities with battery bank (DC Lead Acid Battery) & Distribution Board	Set	1
2	MPCC Panel & LT Sub Panels		
A	11KV/433V 2000KVA ONAN type transformers & DG source of 415V through synchronising panel EB Incomer: 2 Nos. 3200 Amps 4 Pole 65 KA & Each Incomer shall have 1 No. 3200A/5A CT with CL:5P10,15VA with suitable control fuse For APFCR RELAY in the capacitor panel with 1 No. Spike Protection Device, 1 No. Maximum Demand controller and 1 No. Digital type Multifunction meter, 1 Set of 2 overcurrent and 1 Earth fault relay , Master Trip relay & Stan, 1 Set of		

S. No	Description	Unit	Amount
	<p>'RYB' and 'ON','OFF','TRIP' indication lamps connected with suitable control fuse</p> <p>DG Incomer: 2 Nos. 3200 Amps 4 Pole 65KA & Each DG Incomer shall have 1 No. Digital type Multifunction meter with RS Port</p> <p>Solar Incomer: 2 Nos. 1250 Amps 4 Pole 65KA and Each Solar Incomer shall have 1 No. Digital type Multifunction meter with RS Port and connected with 1 NO.1250/5A CL.1 15VA CT</p> <p>Bus coupler: 1 No. 3200 Amps 4 Pole 65KA EDO ACB without releases</p> <p>Outgoings</p> <p>SECTION - A</p> <p>800A , TP 50 kA , MCCB – 2Nos for capacitor panel with Ammeter</p> <p>800A , TP 50 kA , MCCB – 3Nos</p> <p>630A TPN 50kA MCCB- 4 Nos.</p> <p>400A TPN 50kA MCCB- 1 No.</p> <p>250A TPN 50kA MCCB- 1 Nos</p> <p>200A TPN 50kA MCCB- 9 Nos.</p> <p>SECTION - B</p> <p>800A , TP 50 kA , MCCB – 2Nos for capacitor panel with Ammeter</p> <p>800A TPN 50kA MCCB -3 Nos.</p>		

S. No	Description	Unit	Amount
	<p>630A TPN 50kA MCCB- 4 Nos.</p> <p>400A TPN 50kA MCCB- 4 Nos.</p> <p>250A TPN 50kA MCCB- 1 Nos.</p> <p>200A TPN 50kA MCCB- 5 Nos.</p> <p>Main Power Control Centre (MPCC) - 3200Amps 4P Aluminum busbars</p>		
B	<p>APFCR PANEL 1 ,2,3 & 4</p> <p>Incoming: -800A, TP MDO MCCB 50 KA</p> <p>Outgoing: Total 350 KVAR (12 Nos switching steps).</p> <p>2 sets of 100 KVAR (4x 25 KVAR-with Detuned filters) with 400A TP MCCB and 400A contactor & Suitable Thyrister controlled Reactors and necessary reactors.</p> <p>2 sets of 50 KVAR (2x 25 KVAR R-with Detuned filters) with 200A TP MCCB and 200A contactor & Suitable Thyrister controlled Reactors and necessary reactors.</p> <p>1 set of 25 KVAR (1x 25 KVAR R-with Detuned filters) with 125A TP MCCB and 125A contactor & Suitable Thyrister controlled Reactors and necessary reactors.</p> <p>2 sets of 10 KVAR (1x 10 KVAR R-with Detuned filters) with 63A TP MCCB and 63A contactor & Suitable Thyrister controlled Reactors and necessary reactors.</p>		

S. No	Description	Unit	Amount
	<p>1 set of 5 KVAR (1x 5 KVAR R-with Detuned filters) with 32A TP MCCB and 32A contactor & Suitable Thyristor controlled Reactors and necessary reactors.</p> <p>Capacitors-350 kVA</p> <p>800A Amps TPN Aluminum busbars</p>		
C	<p>B1 and B2 Common Panel</p> <p>Incoming - 1 No: 630A TPN 50kA MCCB,1 set - Digital Combined meter,1 set - LED type RYB, ON, OFF, TRIP indication lamps.1 set - 630</p> <p>/5A CT CL 1.0 10VA</p> <p>Outgoings:2 Nos - 200A 16KA TPN MCCB, 6 Nos - 63A 16KA TPN MCCB,8 Nos - 125A 16KA TPN MCCB</p>		
D	<p>GF Finger Panel – 1</p> <p>Incoming: 1 No: 200A TPN 25kA MCCB,1 set</p> <p>1 No: 200A TPN 25kA MCCB</p> <p>Outgoings: 9 Nos - 63A 16KA TPN MCCB ,3 Nos - 125A 16KA TPN MCCB</p>		
E	<p>Utility Panel -1</p> <p>Incoming; 1 No: 800A TPN 50kA MCCB, 1 set, 1 set -800 /5A CT CL 1.0 10VA</p> <p>Outgoings: 8 Nos - 63A 16KA TPN MCCB WITH DUAL SOURCE</p>		

S. No	Description	Unit	Amount
	<p>ENERGY METER</p> <p>2 Nos - 400A 25KA TPN MCCB with dual source energy meter</p> <p>2 Nos - 200A 25KA TPN MCCB with dual source energy meter</p> <p>2 Nos -125A 16KA TPN MCCB with dual source energy meter</p>		
F	<p>MTC office panel</p> <p>Incoming: 1 No: 200A TPN 25kA MCCB, 1 set -200 /5A CT CL 1.0 10VA</p> <p>Outgoings: 10 Nos - 63A 16KA TPN MCCB with dual source energy meter</p>		
E	<p>Workshop Panel Incoming:1 No: 200A TPN 25kA MCCB, 1 set - 200 /5A CT CL 1.0 10VA</p> <p>Outgoings:</p> <p>8 Nos - 63A 16KA TPN MCCB</p> <p>5 Nos - 125A 16KA TPN MCCB</p>		
F	<p>MAIN ELSB</p> <p>Incoming: 2 No: 125A 16kA TP+2N MCCB,.1 set -125A /5A CT CL 1.0 10VA,1 Set - Surge protector of 100kA with suitable back up fuse</p> <p>Outgoings:</p> <p>4 Nos - 63A 16KA TPN MCCB</p> <p>16 Nos - 32A 16KA TP+2N MCCB</p>		

S. No	Description	Unit	Amount
G	<p>Sub ELSB-1</p> <p>Incoming:1 No: 63A 16kA TP+2N MCCB ,1 set -63A /5A CT CL 1.0 10VA</p> <p>Outgoings: 11 Nos - 32A 16KA TP+2N MCCB</p>		
F	<p>GF common panel</p> <p>Incoming: 1 No: 630A 35kA TPN MCCB, 1 set -630A /5A CT CL 1.0 10VA</p> <p>Outgoings: 16 Nos - 63A 16KA TPN MCCB</p> <p>4 Nos - 125A 16KA TPN MCCB</p>		
G	<p>GF shop panel</p> <p>Incoming:1 No: 200A 25kA TPN MCCB, 1 set -200A /5A CT CL 1.0 10VA</p> <p>Outgoings:</p> <p>14 Nos - 63A 16KA TPN MCCB</p> <p>2 Nos - 125A 16KA TPN MCCB</p>		
H	<p>GF shop panel-2</p> <p>Incoming:1 No: 200A 25kA TPN MCCB, 1 set -200A /5A CT CL 1.0 10VA</p> <p>Outgoings: 16 Nos - 63A 16KA TPN MCCB</p>		
I	<p>GF shop panel-3</p> <p>Incoming:1 No: 200A 25kA TPN MCCB, 1 set -200A /5A CT CL 1.0 10VA</p> <p>Outgoings: 18 Nos - 63A 16KA TPN MCCB</p>		

S. No	Description	Unit	Amount
J	<p>GF shop panel-3</p> <p>Incoming:1 No: 200A 25kA TPN MCCB, 1 set -200A /5A CT CL 1.0 10VA</p> <p>Outgoings: 18 Nos - 63A 16KA TPN MCCB</p>		
K	<p>GF shop panel-5</p> <p>Incoming:1 No: 200A 25kA TPN MCCB, 1 set -200A /5A CT CL 1.0 10VA</p> <p>Outgoings: 14 Nos - 63A 16KA TPN MCCB</p>		
L	<p>GF shop panel-6</p> <p>Incoming:1 No: 200A 25kA TPN MCCB, 1 set -200A /5A CT CL 1.0 10VA</p> <p>Outgoings: 15 Nos - 63A 16KA TPN MCCB</p>		
M	<p>FF common panel - 1</p> <p>Incoming: 1 No: 600A 25kA TPN MCCB, 1 set -400A /5A CT CL 1.0 10VA</p> <p>Outgoings: 15 Nos - 63A 16KA TPN MCCB 8 Nos - 125A 16KA TPN MCCB</p>		
N	<p>FF SHOP PANEL - 1</p> <p>Incoming:1 No: 630A 35kA TPN MCCB, 1 set -630A /5A CT CL 1.0 10VA</p> <p>Outgoings: 17 Nos - 63A 16KA TPN MCCB 3 Nos - 125A 16KA TPN MCCB</p>		

S. No	Description	Unit	Amount
O	<p>FF shop panel - 2</p> <p>Incoming:1 No: 630A 35kA TPN MCCB, 1 set -630A /5A CT CL 1.0 10VA</p> <p>Outgoings:</p> <p>15 Nos - 63A 16KA TPN MCCB</p> <p>1 Nos - 125A 16KA TPN MCCB</p>		
P	<p>FF shop panel - 3</p> <p>Incoming:1 No: 630A 35kA TPN MCCB, 1 set -630A /5A CT CL 1.0 10VA</p> <p>Outgoings:</p> <p>12 Nos - 63A 16KA TPN MCCB</p> <p>2 Nos - 125A 16KA TPN MCCB</p>		
Q	<p>Lift Panel - Incoming:1 No: 250A 25kA TPN MCCB, 1 set -250A /5A CT CL 1.0 10VA</p> <p>Outgoings - 12 Nos - 63A 16KA TPN MCCB</p>		
R	<p>Charger panel - Incoming:1 No: 400A 35kA TPN MCCB, 1 set -400A /5A CT CL 1.0 10VA</p> <p>Outgoings: 7 Nos - 125A 16KA TPN MCCB</p>		
S	<p>Utility panel -1 - Incoming; 1 No: 800A TPN 35kA MCCB, 1 set, 1 set -800 /5A CT CL 1.0 10VA</p> <p>Outgoings:</p> <p>4 Nos - 63A 16KA TPN MCCB with dual source energy meter</p>		

S. No	Description	Unit	Amount
	<p>2 Nos -125A 16KA TPN MCCB with dual source energy meter</p> <p>3 Nos - 200A 25KA TPN MCCB with dual source energy meter</p> <p>1 Nos - 400A 25KA TPN MCCB with dual source energy meter</p>		
T	<p>Fire Fighting Panel-1, Incoming:2 No:630A 50KA TPN MCCB, 1 set -630A /5A CT CL 1.0 10VA</p> <p>Outgoings:</p> <p>200A TPN MCCB -with suitable DOL starter - 4 Nos</p> <p>63A TPN MCCB with suitable DOL - 2 Nos</p>		
U	<p>Fire Fighting Panel-2, Incoming:2 No:400A 50KA TPN MCCB, 1 set -400A /5A CT CL 1.0 10VA</p> <p>Outgoings:</p> <p>200A TPN MCCB -with suitable DOL starter - 3 Nos</p> <p>63A TPN MCCB with suitable DOL - 2 Nos</p>		
V	<p>IBMS UPS outgoing panel, Incoming:1 No:125A 16kA DP+2N MCCB, 1 set -125A /5A CT CL 1.0 10VA,1 Set - Surge protector of 100kA</p> <p>Outgoings: 9 Nos - 32A 16KA DP+2N MCCB</p>		

S. No	Description	Unit	Amount
W	<p>AUTO START & AUTO SYNC. PANEL</p> <p>INCOMING</p> <p>1 Sets 2500Amps, TP, 65KA, MCCB with 630A 4 pole neutral isolating contactor</p> <p>1set of 1000Amps, TP, 65KA, EDO type ACB, shutter assembly with 200A 4 pole neutral isolating contactor</p> <p>Bus coupler</p> <p>1sets 5000Amps, 4pole, 65KA, EDO ACB</p> <p>Outgoings</p> <p>3200A 4P EDO ACB 65kA – 2 Nos</p>		
3	Distribution Boards		
A	<p>4 WAY SPN DB'S</p> <p>4W SPN MCB DB with 'C' curve MCB's</p> <p>Incoming: 1no -32A 10KA DP MCB</p> <p>Outgoing: 4nos -6/10A SP MCB with</p>	Nos	6
B	<p>6 WAY SPN DB'S</p> <p>6W SPN MCB DB with 'C' curve MCB's</p> <p>Incoming: 1no -32A 10KA DP MCB</p> <p>Outgoing: 6nos -6/10A SP MCB with</p>	Nos	13
C	<p>8 WAY SPN DB'S</p> <p>8W SPN MCB DB with 'C' curve MCB's</p> <p>Incoming: 1no -32A 10KA DP MCB</p>	Nos	2

S. No	Description	Unit	Amount
	Outgoing: 8nos -6/10A SP MCB with		
D	4 W TPN 7 Segment MCB DB with 'C' curve MCB's Incoming: 1no -63A 10KA TPN MCB Outgoing: 3nos -63A DP MCB with 63A DP 30mA ELCB 12nos - 10A SP MCB	Nos	23
E	4 W TPN 7 Segment MCB DB with 'C' curve MCB's Incoming: 1no -63A 10KA TPN MCB Outgoing: 3nos -63A DP MCB with 63A DP 30mA ELCB 12nos - 20A SP MCB	Nos	2
F	6 W TPN 7 Segment MCB DB with 'C' curve MCB's Incoming: 1no -63A 10KA TPN MCB Outgoing: 3nos -63A DP MCB with 63A DP 30mA ELCB 18nos - 10A SP MCB	Nos	21
G	6W VTPN MCCB DB with 'C' curve MCB's Incoming: 1no -125A 16KA TPN MCCB	Nos	2

S. No	Description	Unit	Amount
	Outgoing: 6 no's - 32A TP MCB		
H	8W TPN 7 Segment MCB DB with 'C' curve MCB's Incoming: 1no -63A 10KA TPN MCB Outgoing: 3nos -63A DP MCB with 63A DP 30mA ELCB 24 no's - 10A SP MCB	Nos	21
I	8W VTPN MCCB DB with 'C' curve MCB's Incoming: 1no -125A 16KA TPN MCCB Outgoing: 8 no's - 32A TP MCB	Nos	3
J	8W VTPN MCCB DB with 'C' curve MCB's Incoming: 1no -125A 16KA TPN MCCB WITH TIMER & contactor Outgoing: 8 no's - 32A TP MCB	Nos	2
K	4 W TPN 7 Segment MCB DB with 'C' curve MCB's Incoming: 1no -63A 10KA TPN MCB Outgoing: 3nos -63A DP MCB with 63A DP 30mA ELCB 12nos - 16/20A SP MCB 40A DP MCB and ELCB considered	Nos	2
L	6 W TPN 7 Segment MCB DB with 'C' curve MCB's	Nos	2

S. No	Description	Unit	Amount
	Incoming: 1no -63A 10KA TPN MCB Outgoing: 3nos -63A DP MCB with 63A DP 30mA ELCB 18nos - 16/20A SP MCB		
M	8 W TPN 7 Segment MCB DB with 'C' curve MCB's Incoming: 1no -63A 10KA TPN MCB Outgoing: 3nos -63A DP MCB with 63A DP 30mA ELCB 24nos - 16/20A SP MCB	Nos	10
N	8W VTPN MCCB DB with 'C' curve MCB's Incoming: 1no -125A 16KA TPN MCCB Outgoing: 8 no's - 32A TP MCB	Nos	6
O	12W VTPN MCCB DB with 'C' curve MCB's Incoming: 1no -125A 16KA TPN MCCB Outgoing: 12 no's - 32A TP MCB	Nos	16
P	4 W TPN 7 Segment MCB DB with 'C' curve MCB's Incoming: 1no -63A 10KA TPN MCB Outgoing: 3nos -63A DP MCB with 63A DP 30mA ELCB 12nos - 16/20A SP MCB	Nos	5

S. No	Description	Unit	Amount
Q	MCCBs / MCBs / ISOLATORS / STARTERS etc. 32A 4P MCB with enclosure – 206 Nos 63A 4P MCB with enclosure – 97 Nos 63A TPN MCCB with enclosure-for Lift & Escalator – 20 Nos 125A TPN MCCB with enclosure - 7 Nos 125A TP+2N MCCB with enclosure - 3 Nos 125A DP+2N MCCB with enclosure - 1 Nos 32A DP MCCB with enclosure - 35 Nos		
R	Thermoplastic polycarbonate starter panels DOL up to 1.5 HP for jet fans & toilet exhaust fans – 1No DOL up to 1.5 HP for electrical room exhaust - terrace outdoor protection type -(IP 65) – 1No DOL up to 7.5 HP – 1No Star delta 7.5HP – 1No Star delta up to 5HP – 1No Star delta up to 15HP – 1No Star delta up to 20HP for coaxial basement fans – 1No Star delta up to 25HP – 1No		
4	UPS / Inverters		

S. No	Description	Unit	Amount
	<p>30KVA UPS system with 415V 3 phase input and 415V 3 phase output – 2 Nos</p> <p>20KVA UPS system with 415V 3 phase input and 230V 1 phase output – 1 Nos</p>		
5	<p>DG set with exhaust pipe, stack and connected works</p> <p>1500 KVA capacity at 40° C, power factor not less than 0.8 lag, 415 Volts, 1500rpm, 3 phase, 50 Hz, AC supply and driven with diesel engine complete capable of delivering 415 Volts, 50Hz, 3 phase, PF 0.8, 1500 KVA load – 1 No</p> <p>500 KVA capacity at 40° C, power factor not less than 0.8 lag, 415 Volts, 1500rpm, 3 phase, 50 Hz, AC supply and driven with diesel engine complete capable of delivering 415 Volts, 50Hz, 3 phase, PF 0.8, 750 KVA load – 1 No</p> <p>Control Panel - Control panel indoor, floor mounting type and 4B construction with IP 54 and 1250Amps, 4pole 50KA, EDO type</p> <p>Tank - 990 litres secondary oil doublejacket storage tank (Day Tank) – 2 Nos</p>		
8.	Fire Protection System		
1	<p>Pump Room</p> <p>Main Electrical Driven Fire Pump set - electrically driven pump set as per</p>		

S. No	Description	Unit	Amount
	<p>specification. Motor TEFC type, 2900 rpm, 415V, 50 cycle frequency 3 phase class 'F' insulation, I.P. 55 protection, suitable HP, starting on DOL – 2 Nos</p> <p>Main Electrical Driven Fire Pump set (Water Curtain System)</p> <p>electrically driven pump set as per specification. Motor TEFC type, 2900 rpm, 415V, 50 cycle frequency 3 phase class 'F' insulation, I.P. 55 protection, suitable HP, starting on DOL – 1 Nos</p> <p>Jockey Pump set - electrically driven Horizontal end suction pump set as per specification. Motor TEFC type, 2900 RPM 415 V, 50 cycles, 3 phase, class 'F' insulation, IP 55 protection, suitable HP starting on DOL – 2 Nos</p> <p>Booster Pump set - electrically driven pump set as per specification. Motor TEFC type, 2900 RPM, 415 V 50 cycle, 3 phase Class 'F' insulation, IP - 55 protection suitable HP and starting on DOL</p> <p>54 m3. /Hour at 35 M head – 1 No</p> <p>27 m3. /Hour at 35 M head – 1 No</p> <p>Standby Diesel Engine Pump - Diesel engine driven pump having RPM between 1800 to 2100 & the pump shall be capable to delivery 137m3/hr at 70-meter head</p>		

S. No	Description	Unit	Amount
	Air vessel – pre-charged air vessel (size 450 mm Dia & 1500 mm height) for pressurization of hydrant system completes withadequate pressure switches – 2 Nos		
2	<p>Portable Extinguisher - ABC type fire extinguisher with Capacity - 4kg – 159 Nos</p> <p>CO2 type cylindrical shape fire extinguisher with Capacity - 4.5kg – 45 Nos</p> <p>Mechanical foam type fire extinguishers of 9 lit capacity – 7 Nos</p> <p>Mechanical foam type fire extinguishers of 50 Lit Capacity – 2 Nos</p> <p>DCP type fire extinguishers of Capacity - 6.0kg – 5 Nos</p> <p>Clean agent type fire extinguishers Capacity - 2.0kg – 2 Nos</p>		
3	Routine Maintenance of Sprinkler System including Valves, Reducers, high velocity water spray system, Fire alarm System, Public Address System etc.		
9.	Air Conditioning and Mechanical Ventilation System		
1	AMCA certified double skin Ventilation Fan Units		

S. No	Description	Unit	Amount
	<p>Air flow rate: 4200CFM – 4 Nos</p> <p>External Static Pressure: 300 Pa</p> <p>Air flow rate: 10500CFM – 2 Nos</p> <p>External Static Pressure: 300 Pa</p> <p>Air flow rate 11000CFM – 1 Nos</p> <p>External Static Pressure: 300 Pa</p> <p>Air flow rate 13500CFM – 4 Nos</p> <p>External Static Pressure: 300 Pa</p> <p>Air flow rate: 7200 CFM – 1 Nos</p> <p>External Static Pressure: 250 Pa</p> <p>Air flow rate: 7200 CFM – 1 Nos</p> <p>External Static Pressure: 250 Pa</p> <p>Air flow rate: 6550 CFM – 1 Nos</p> <p>External Static Pressure: 250 Pa (Outdoor type)</p> <p>Air flow rate: 6300 CFM – 1 Nos</p> <p>External Static Pressure: 250 Pa (Outdoor type)</p> <p>Air flow rate: 6300 CFM – 1 Nos</p> <p>External Static Pressure: 250 Pa (Outdoor type)</p> <p>Air flow rate: 12325 CFM – 1 Nos</p> <p>External Static Pressure: 250 Pa</p>		
2	<p>Cabinet type ducted-in-line Exhaust air fans</p> <p>Air flow rate: 2850 CFM – 1 Nos</p> <p>External Static Pressure: 300 Pa (Outdoor type)</p>		

S. No	Description	Unit	Amount
	Air flow rate: 2750 CFM – 1 Nos External Static Pressure: 300 Pa (Outdoor type)		
3	SISW Backward curve centrifugal fan Air flow rate: 7850 CFM – 1 Nos External Static Pressure: 300 Pa (Outdoor type) Air flow rate: 7850 CFM – 1 Nos External Static Pressure: 300 Pa (Outdoor type) Air flow rate: 8050 CFM – 1 Nos External Static Pressure: 250 Pa Air flow rate: 8050 CFM – 1 Nos External Static Pressure: 250 Pa (Outdoor type) Air flow rate: 8200 CFM – 1 Nos External Static Pressure: 300 Pa (Outdoor type) Air flow rate: 8950 CFM – 1 Nos External Static Pressure: 300 Pa (Outdoor type) Air flow rate: 8950 CFM – 1 Nos External Static Pressure: 300 Pa (Outdoor type) Air flow rate: 14550 CFM – 1 Nos		

S. No	Description	Unit	Amount
	<p>External Static Pressure: 250 Pa (Outdoor type)</p> <p>Air flow rate: 15350 CFM – 1 Nos</p> <p>External Static Pressure: 300 Pa (Outdoor type)</p> <p>Air flow rate: 3500 CFM – 2 Nos</p> <p>External Static Pressure: 250 Pa (Outdoor type)</p> <p>Air flow rate: 3900 CFM – 1 Nos</p> <p>External Static Pressure: 300 Pa (Outdoor type)</p> <p>Air flow rate: 3400 CFM – 1 Nos</p> <p>External Static Pressure: 300 Pa (Outdoor type)</p> <p>Air flow rate: 4450 CFM – 1 Nos</p> <p>External Static Pressure: 100 Pa (Outdoor type)</p> <p>Air flow rate: 3700 CFM – 1 Nos</p> <p>External Static Pressure: 250 Pa (Outdoor type)</p> <p>Air flow rate: 6000 CFM – 2 Nos</p> <p>External Static Pressure: 300 Pa (Outdoor type)</p>		
4	<p>Cabinet type ducted-in-line ventilation fans</p> <p>Air flow rate: 3150 CFM – 1 Nos</p>		

S. No	Description	Unit	Amount
	<p>External Static Pressure: 250 Pa (Outdoor type)</p> <p>Air flow rate: 2750 CFM – 1 Nos</p> <p>External Static Pressure: 250 Pa (Outdoor type)</p> <p>Air flow rate: 2250 CFM – 1 Nos</p> <p>External Static Pressure: 250 Pa (Outdoor type)</p> <p>Air flow rate: 2200 CFM – 1 Nos</p> <p>External Static Pressure: 250 Pa (Outdoor type)</p>		
5	<p>Propeller type direct drive fan</p> <p>Air flow rate: 1450 CFM – 1 Nos</p> <p>Indicative Fan Motor: 0.55 KW, 4 pole, 1 Phase</p> <p>Air flow rate: 1000 CFM – 1 Nos</p> <p>Indicative Fan Motor: 0.55 KW, 4 pole, 1 Phase</p> <p>Air flow rate: 1150 CFM – 1 Nos</p> <p>Indicative Fan Motor: 0.55 KW, 4 pole, 1 Phase</p> <p>Air flow rate: 850 CFM – 1 Nos</p> <p>Indicative Fan Motor: 0.55 KW, 4 pole, 1 Phase</p> <p>Air flow rate: 1450 CFM – 1 Nos</p>		

S. No	Description	Unit	Amount
	Indicative Fan Motor: 0.55 KW, 4 pole, 1 Phase Air flow rate: 1000 CFM – 1 Nos		
	Indicative Fan Motor: 0.55 KW, 4 pole, 1 Phase Air flow rate: 1150 CFM – 1 Nos		
	Indicative Fan Motor: 0.55 KW, 4 pole, 1 Phase Air flow rate: 850 CFM – 1 Nos		
	Indicative Fan Motor: 0.55 KW, 4 pole, 1 Phase Air flow rate: 1500 CFM – 2 Nos		
	Indicative Fan Motor: 0.55 KW, 4 pole, 1 Phase Air flow rate: 400 CFM – 8 Nos		
	Indicative Fan Motor: 0.22 KW, 4 pole, 1 Phase Air flow rate: 100 CFM – 1 Nos		
	Indicative Fan Motor: 0.22 KW, 4 pole, 1 Phase Air flow rate: 420 CFM – 6 Nos		
	Indicative Fan Motor: 0.22 KW, 4 pole, 1 Phase Air flow rate: 275 CFM – 24 Nos		

S. No	Description	Unit	Amount
	<p>Indicative Fan Motor: 0.22 KW, 4 pole, 1 Phase</p> <p>Air flow rate: 250 CFM – 30 Nos</p> <p>Indicative Fan Motor: 0.22 KW, 4 pole, 1 Phase</p> <p>Air flow rate: 150 CFM – 6 Nos</p> <p>Indicative Fan Motor: 0.22 KW, 4 pole, 1 Phase</p> <p>Air flow rate: 175 CFM – 6 Nos</p> <p>Indicative Fan Motor: 0.22 KW, 4 pole, 1 Phase</p> <p>Air flow rate: 1350 CFM – 1 Nos</p> <p>Indicative Fan Motor: 0.55 KW, 4 pole, 1 Phase</p> <p>Air flow rate: 550 CFM – 4 Nos</p> <p>Indicative Fan Motor: 0.55 KW, 4 pole, 1 Phase</p> <p>Air flow rate: 500 CFM – 4 Nos</p> <p>Indicative Fan Motor: 0.55 KW, 4 pole, 1 Phase</p>		
6	<p>Vane axial fans for exhaust air</p> <p>Air flow rate: 31500 CFM – 14 Nos</p> <p>External Static Pressure: 200 Pa</p> <p>Air flow rate: 55000 CFM – 10 Nos</p> <p>External Static Pressure: 200 Pa</p>		

S. No	Description	Unit	Amount
7	High Volume Low Velocity (HVLS) fans Fan Motor: 1.5 KW,3 Phase – 3 Nos		
10.	Lift Works		
1	Passenger / Goods Lifts (AC GEARLESS LIFTS) Machine room less passenger lift – 6 Nos Capacity - 20 passengers Minimum speed - 1.50 m/sec Travel distance - 12.40 mts (approx.) Machine room less Goods lift Location - 2000 Kgs – 2 Nos Minimum speed - 1.0 m/sec Travel distance - 12.40 mts (approx.)	4	1
2	Escalators Escalators, total rise distance 10 M approximately and inclination angle 30 degree capable of operating at 0.5 m/s with 2 persons on each tread – 1 Nos	1	2
11.	Other Equipment		
1	SS water cooler - with storage capacity 380 ltrs with 170 ltrs/hr cooling capacity: SS 316 - water cooler -385 litres storage with tap provision	Nos	10

S. No	Description	Unit	Amount
2	<p>Supply of Battery Operated EV 4 Seater - L 120 AH, RT-G-A4- LITHIUM 120AH Battery Pack with premium and stylish alloy wheels having following Specification</p> <ul style="list-style-type: none"> • Max Seating Capacity : 4 Seater • Control System : 48V - 350A motor controller • Drive Motor Type : MAHLE AC 3:Phase Induction 5kW Motor • Transaxle : Single Speed Direct Drive Graziano Transaxle • Max Speed : 25 km/h (Can be set lower) • Gradeability : 20% • Chassis : Powder Coated Tubular Steel Ladder Frame • Suspension : Double wishbone Suspension - Front Leaf Spring and Shock Absorber - Rear • Steering : Rack and Pinion Manual Steering Box • Brake : All wheel Hydraulic Brakes - Front Disc Brakes - Rear Self Adjusting Drum Brakes • Battery : Li-Ion • Windshield : Polycarbonate Windshield 	Nos	2

S. No	Description	Unit	Amount
	<ul style="list-style-type: none"> • Rims & Tyres : 12” Aluminium Alloy rims & Radial Tubeless tyres [145(/80) R12] (Refer ply rating) • Overall length : 3008mm • Overall width : 1506mm • Overall height : 1893mm • Wheelbase : 2064mm • Ground clearance : 171mm • Net vehicle weight : 658kg • Gross vehicle weight : 1008kg • Turning Radius : 3.5 m 		
3	<p>Supply of Battery Operated EV11 Seater - L 165 AH, RT-G-A8+3- LITHIUM 165AH Battery Pack with premium and stylish alloy wheels having following Specification</p> <ul style="list-style-type: none"> • Max Seating Capacity : 11 Seater (8F+3R) • Control System : 48V - 350A motor controller • Drive Motor Type : MAHLE AC 3:Phase Induction 5kW Motor • Transaxle : Single Speed Direct Drive Graziano Transaxle • Max Speed : 25 km/h (Can be set lower) • Gradeability : 20% • Chassis : Powder Coated Tubular Steel Ladder Frame 	Nos	2

S. No	Description	Unit	Amount
	<ul style="list-style-type: none"> • Suspension : Double wishbone Suspension - Front Leaf Spring and Shock Absorber - Rear • Steering : Rack and Pinion Manual Steering Box • Brake : All wheel Hydraulic Brakes - Front Disc Brakes - Rear Self Adjusting Drum Brakes • Battery : Li-Ion • Windshield : Polycarbonate Windshield • Rims & Tyres : 12" Aluminium Alloy rims & Radial Tubeless tyres [145(/80) R12] (Refer ply rating) • Overall length : 4335mm • Overall width : 1506mm • Overall height : 1891mm • Wheelbase : 2804mm • Ground clearance : 171mm • Net vehicle weight : 746kg • Gross vehicle weight : 1516kg • Turning Radius : 5 m 		
4	Supply of Battery Operated EV14 Seater - L 165 AH, RT-B-A14- BUS WOD LITHIUM 165AH Battery Pack with premium and stylish	Nos	1

S. No	Description	Unit	Amount
	<p>alloy wheels having following Specification</p> <ul style="list-style-type: none"> • Max Seating Capacity : 14 Seater • Control System : High frequency On-board charger, input 110V-240V~50Hz-60Hz, output 72V, 25A • Drive Motor Type : 7.2 KW with Regen-Braking • Transaxle : Single Speed Direct Drive Graziano Transaxle • Max Speed : 30-35 km/h • Gradeability : 20% • Chassis : Powder Coated Tubular Steel Ladder Frame • Suspension :2 rear wheel drive, motor on rear axle (stepless) • Steering : Rack and Pinion Manual Steering Box • Brake : 2 rear wheel drive, motor on rear axle (stepless) - Rear Self Adjusting Drum Brakes • Battery : >40-50 For Lead Acid / >60-70 for Lithium • Windshield : Polycarbonate Windshield • Rims & Tyres : Aluminum wheel, 155R12,8PR 		

S. No	Description	Unit	Amount
	<ul style="list-style-type: none"> • Overall length : 5300mm • Overall width : 1500mm • Overall height : 2000mm • Ground clearance : 171mm • Net vehicle weight : 1100kg • Gross vehicle weight : 2220kg • Turning Radius : 5.5 m 		
5	Luggage Trolleys	Nos	50

5.4. Annexure 4 – Key Performance Indicators under Service Level Agreement

Service Level Agreement (Operations)

1) Daily services:

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

Sl. No	Service Level Requirement	Min Requirement Period	Additional- Compliance Period	Penalty Rate (INR)
	(excluding licensed spaces).			
2.	Cleaning of circulation area, bus bays, platforms, roads etc.,	Once / Day*	8 hours	10,000/ Day
3.	Cleaning of lifts and Escalators	3 Times/Day *	8 Hours	5,000/ 8 Hours
4.	Cleaning of Toilets as per defined scope of services	On Continuous basis	1 Hour	5,000/ Hours
5.	Cleaning of roof area or wall and glass facades area above 6 ft. etc., including disinfecting and to ensure all surfaces are free from cobwebs, greases, dirt or dust etc.,	Once a week*	1 day	5,000/ day
6.	Cleaning of dustbins / waste bins and disposing the same up to the main	Every 3 Hours *	3 Hours	2,000/ 3 Hours

Sl. No	Service Level Requirement	Min Requirement Period	Additional-Compliance Period	Penalty Rate (INR)
	container or garbage collection point.			
7.	Collecting of garbage from the garbage collection point. Thereafter, segregation of waste & disposal.	3 Times / Day *	8 Hours	2,000/ 3 Hours
8.	Dusting / cleaning in the project facility (excluding licensed spaces) of all furniture, sills, counters, screens, blinds & curtains, light fittings, signage, doors, door frames, fittings and glass pans, AV equipment, workstations along with computers and their accessories like printers, monitors, keyboards, fax machine and	2 Times/Day	1 Day	5,000/ Day

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

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

2) Regular Maintenance Services

Sl. No	Service Level Requirement	Min Requirement Period	Additional-Compliance Period	Penalty Rate (INR)
1	Cleaning of external surface Including glass façade, external building surface, structure at entrance plaza at all heights.	Fortnightly	3 Days	10,000/ 3 Days
2	Cleaning of all carpets, sofas, chairs.	As per Manufacturer recommended methods and intervals	1 Day	5,000/ Day
3	Cleaning and disinfection of all water tanks.	Once a month	3 Days	2,000/Day
UG TANKS & WATER SUPPLY (As per scope of services)				
1	To be assessed on as-is condition, reported and maintained to the satisfaction of the Authority.			
SW DRAIN AND SEWAGE SYSTEM				
1	To be assessed on as-is condition, reported and maintained to the satisfaction of the Authority.			

Sl. No	Service Level Requirement	Min Requirement Period	Additional-Compliance Period	Penalty Rate (INR)
PEST CONTROL				
1	Disinfestations treatment	1 Time / Fortnightly	+1 Day	5,000/ Day
2	Rodent Control	1 Time / Monthly	+1 Day	5,000/ Day
3	Fly Control	1 Time / Monthly	+1 Day	5,000/ Day
4	Mosquito	1 Time / Fortnightly	+1 Day	5,000/ Day
5	Snake	1 Time / Fortnightly	+1 Day	5,000/ Day
6	Others as required at site	As required	+1 Day	5,000/ Day
<p>Note: The site shall remain pest free and safe environment shall be assured by Concessionaire. The afore-mentioned requirements are indicative in nature, any further changes in service level requirement for ensuring the same shall be at the cost of the Concessionaire without any financial implication or claim on the Authority.</p>				
D- OTHERS (SANITARY & PLUMBING FIXTURES)				
1	To be assessed on as-is condition, reported and maintained to the satisfaction of the Authority. Repeated incidents on lack of maintenance may lead to strict action as decided by the Authority.			
PUMP ROOM				

Sl. No	Service Level Requirement	Min Requirement Period	Additional-Compliance Period	Penalty Rate (INR)
1	Regular maintenance of VFD pump for irrigation with all connections and attachments, damaged part should be repaired or replace at that time immediately.	In alternate days	1 Day	As per twice the market rate of damaged / theft fixture or 5000/Day whichever is higher.
DRINKING WATER FOUNTAIN				
1	To be assessed on as-is condition, reported and maintained to the satisfaction of the Authority.			
HORTICULTURE WORK				
1	De-weeding work for lawn areas with required equipment including all cutting, trimming, making good in levels.	Daily	Compulsory	2000 / Day
2	Making kyaries, mulching for trees, shrubs & ground covers at kyaries, mixing of manure for trees and required.	Daily or Twice Daily	Compulsory	2000 / Day
3	Manual watering	Whenever Required	Compulsory	2000 / Day
5	Anti-termite treatment for damages leaves and branches.	Whenever Required (to be	Compulsory	2000 / Day

Sl. No	Service Level Requirement	Min Requirement Period	Additional-Compliance Period	Penalty Rate (INR)
		done immediately)		
PUMBING / AUTOMATION UNIT				
1	Regular maintenance and cleaning of all valves.	1 Time / week	1 Day	5000/Day
2	regular maintenance for all main line, sub lines water supplies.	1 Time / week	1 Day	2000/Day
3	Regular maintenance for all automation system including all decoders, sensors, cables, solenoids valves.	On alternate Days	1 Day	5000/Day
4	Replacement of damaged pipes, valves, cables, decoders if found damaged or theft.	immediate	Compulsory	2000/Day
5	Regular maintenance for VFD pumps and electrical supplies.	1 Time / week	1 Day	2000/Day
PATHWAY				
1	De-weeding work for pathways including all anti treatment, cutting, removing and gap filling with sand if required.	2 Times/Month	15 Days	2000/Day

Sl. No	Service Level Requirement	Min Requirement Period	Additional-Compliance Period	Penalty Rate (INR)
2	Removal of water by manually stacked rain water.	Every day before park opening time	1 Day	1000/Day
3	Uplifting levels of interlocking paver blocks by providing sand below interlocking paver block including all removing blocks filling of sand and re-fixing in proper pattern and sand filling for joints also.	1 Times / 6 Months	15 Days	3000/Week
4	Cleaning of pathway areas-removing of all wastage, polythene, garbage, weeds, dust, debris, leaf, polythene, porch etc. collection removal & transportation up to desired point.	On Alternate Days	2 Days	5,000/ 8 Hours
5	Removal and making of damaged kerb stone including plaster to provide wheel holes for water drainage to lawn areas.	On Alternate Days	2 Days	4000/Week
6	Painting work of kerb stone of approved shades.	1 Times/6 Months	1 Month	1000/Week

Sl. No	Service Level Requirement	Min Requirement Period	Additional-Compliance Period	Penalty Rate (INR)
BOUNDARY WALL				
1	Painting inside outside as per approved paint on grills, fencing & all service / entry gates and gate columns.	1 Time / 6 Month	1 Month	10,000/15 Days
2	Electric fixtures maintenance or replacement if found theft or damaged by non-social elements all complete as per direction of engineer in charge.	Immediate	Compulsory	As per twice the market rate of damaged / theft fixture or 2000/Day whichever is higher.
3	Cleaning of all lamps, street, light poles, railing lamps, foot lights.	On Alternate Days	4 Days	300/Day

5.5. Annexure 5 – Minimum Manpower Requirement and Minimal List of Machineries

S.No	Particulars	Shifts					Total Strength
		G	I	II	III	R	
1	<i>Property Management Team</i>						
	Estate Head	1	-	-	-	-	1
	Technical Manager	-	1	-			1
	Technical Executive	-	1	1	1		3
	Soft Services Manager	-		1			1
	Soft Services Executive	-	1	1	1		3
	Security Manager	1	-		1		2
	HELPDESK	-	1	1	1	1	4
	EHS Executive	1					1
	Documentation Executive	1					1
	Admin Executive	1					1
	Fire Officer		1	1	1	1	4
	<i>Sub-Total</i>	5	4	4	4	1	18
2	<i>Technical Team</i>						
	Suupervisor		2	2	2	1	7
	Electrician	1	3	3	3	1	11
	Plumber		2	2	2	1	7
	STP / WTP Supervisor	1					1
	STP Tech	-	2	2	2	1	7
	WTP Tech	-	3	3	3	1	10
	MST	1	1	1	1	-	4
	FIRE TECHNICIAN	-	2	2	2	1	7

S.No	Particulars	Shifts					Total Strength
		G	I	II	III	R	
	Mason		1	1	-		2
	Helpers		1	1	1		3
	Painter	1	-	-			1
	Carpenter	1	-	-			1
	M&E Tools & Tackles	-	-	-	-	-	-
	Sub-Total	5	15	15	14	5	61
3	Housekeeping Team						
	Housekeeping Supervisor						38
	Housekeeping Boys/ Janitors						341
	Office Boy						5
	HK Staff @ Machinery operator						20
	HK Material & Consumables	-	-	-	-	-	
	Rent of equipment's	-	-	-	-	-	-
	Sub-Total	-	-	-	-	-	404
4	Security Team (12Hrs & 30 Days)						
	Security						42
	Security Sup						6
	BMS	-					7
	Fire Guards						6
	Helpers/Guiders						12
	Safety & Security PPE's						
	Sub-Total	-	-	-	-	-	73

Note:

- i. HS-Highly Skilled; S-Skilled; SS-Semi-Skilled; US-Un-Skilled. Kindly refer relevant notification of GoTN / GoI for Minimum Wages. (Mgr- Managerial level)
- ii. The list of manpower is indicative but not exhaustive. However, the actual manpower assessment at site is to be made and deployed with due approval from the Authority.
- iii. The impact of additional requirement of manpower for reliever, night shift, leaves and off days shall be taken into account by the Bidder in Financial Proposals.
- iv. Minimum requirements as mentioned above shall be ensured.
- v. Additional requirements if any for maintaining service level agreement shall be ensured without any obligation on cost.
- vi. The Concessionaire is required to comply with all applicable labour laws, safety laws, and child labour protection laws.

Minimal List of Machineries

S.No	Name	Unit	Quantity
Floor Cleaning Machineries			
1	Wet and Dry Vacuum Cleaner 30 Ltrs	Nos	8
2	Single Disc Scrubber	Nos	2
3	Auto Scrubber Dryer	Nos	2
4	Staircase Scrubber - Hand Held	Nos	3
5	Road Sweeper - Flipper (Auto) Petrol	Nos	10
6	Road Sweeper - Flipper (Battery)	Nos	5
7	Walk Behind Scrubber Drier with scrubbing width of 400 MM and coverage of 1500 Sq. Mtrs per Hr.	Nos	5
8	Ride On Scrubber Drier with scrubbing width of 600 MM and coverage of 3000 Sq. Mtrs per Hr.	Nos	5
9	Ride On Scooty Mop	Nos	5

S.No	Name	Unit	Quantity
10	High Pressure Washer (200 - 300 Bar)	Nos	2
11	High Pressure Jet - 100 - 120 Bar	Nos	3
Outdoor & Landscape Machineries			
12	Dual Mast / Scissor Lift - 12 Mtrs	Nos	1
13	Crawler / Z Boom - 25 Mtrs	Nos	1
14	Diesel Engine Operated Dewatering Pump - 15 HP	Nos	2
15	Tractor with Trailor	Nos	1
16	Tata Yodha or Equivalent	Nos	1
17	Lawnmover Machine	Nos	1
18	Grass cutting Machine	Nos	2
19	Chain Saw Machine	Nos	2
20	Fogging Machine	Nos	3
21	Pesticides Spray Pump	Nos	5
22	30 ft Height adjustable towable ladder	Nos	2
Garbage Bins & Trash			
23	240 Lit Dust Bin	Nos	20
24	Garbage Bins - 1000 Lts Minimum Capacity	Nos	30
25	Stainless Steel Garbage Bins - 60 Ltrs Minimum Capacity	Nos	140
Tool Kits			
26	Glass Cleaning Kit	Nos	5
27	Caddy Basket	Nos	50

S.No	Name	Unit	Quantity
28	Wringer Trolley (Double bucket)	Nos	50
29	Jobby Kit	Nos	20
30	Tools for Electrical Maintenance Work	Nos	5
31	Tools for Plumbing Maintenance Work	Nos	5
32	Tools for Carpentry Maintenance Work	Nos	1
33	Telescopic Rod (9 mtrs)	Nos	3
Others			
34	Computer (Desktop / Laptop) & Printers	Nos	5
35	Parking Billing Machine	Nos	10
36	Walkie talkie	Nos	40

Note:

- i. The list of above-mentioned machineries are indicative and not exhaustive.
- ii. Any additional machinery required other than machineries listed above to meet the O&M requirement / Service Level agreement shall be provided by Concessionaire without any financial implication on the Authority.
- iii. The machineries shall be functional in good working conditions with a breakdown period of not more than 5% which shall be assessed on monthly basis.
- iv. Adequate quantity of spares and consumables at site as per the Agreement.
- v. Necessary training for operations, safety aspects etc. shall be provided for operations & maintenance of machineries by Concessionaire to avoid damages to the property / accidents or inconveniences to the users etc.
- vi. Adequate Warning Sign Boards, Safety Signages including Cones with Chain & Hook shall be provided in terminal building and in other areas in site to ensure 100% safety of all the users.

5.6. Annexure 6 – Deduction for Non-performance

S.No	Description	Expected for upkeep	Minimum	Deduction recovery to be affected beyond minimum obligation
			Obligation	
1	Power – Substation / DG set	100 % (Ability to be online in case of power failure to be not less than 20 second.)	98%	INR 10,000 per day
2	UPS	100%	99.95%	INR 10,000 per day
3	HVAC systems for entire complex	100%	99.50%	INR 10,000 per day
4	Elevators	100%	98%	INR 25,000 per day
5	ACBs / Panels/ Cables	100%	Critical ACBs: 100% Non critical: 99.5%	INR 10,000 per day
6	Fire Hydrant system & Sprinkler system	100%	100%	INR 50,000 per day
7	Control Room / BMS	100%	98%	INR 10,000 per day

8	CCTV & Public Information System	100%	98%	INR 10,000 per day
9	Shortfall in deployment of minimum manpower described in the agreement or as approved by client in writing	100%	95%	INR 2,000 / Resource / Day
10	Shortfall in deployment of minimum machinery / tools described in the agreement or as approved by client in writing	100%	95%	INR 2,000 / Machinery / Day
11	All Electrical Installations, Electrical Equipments shall be functional	100%	98%	INR 2,000 / Fault / Day
12	All Toilets, Urinals and Plumbing equipments / fittings / pipeline etc.	100%	98%	INR 2,000 / Fault / Day
13	Availability Passenger facilities & amenities like Drinking Water, Public Wifi, Seating facility, buggies, Parking lots etc.	100%	99%	INR 2,000 / Fault / Day

Note:

- Authority shall levy penalty based on the above mentioned rates or as per actual loss suffered.

In the event that the Concessionaire fails to repair or rectify any defect or deficiency set forth under the service level agreement within the standard repair period specified therein (hereinafter referred to as “Minimum Requirement Period”), notice shall be given by the Concessionaire either by itself or by the Authority at the expiry of the Minimum Requirement Period as per Annexure 4 granting an additional repair period along with imposition of appropriate penalty for the rectification of the defect (hereinafter referred to as “Additional-Compliance Period”). If the defect is not fixed within the specified Additional-Compliance Period, the Authority will send a second notice to the Concessionaire at the expiration of the Additional-Compliance Period, providing a one-time cure period to rectify the defect. The duration of the cure period shall be as per Minimum Required Period, or any further extension as determined by the Authority. If the defect is not remedied by the end of the aforementioned cure period, the same shall be considered as an event of default and the Authority may at its discretion rectify the default at the expense of the Concessionaire. If the Concessionaire fails to rectify defect three times in continuous period of 365 (Three hundred and sixty-five) days, it shall result in the termination of the Concession Agreement. Written permission from the Authority shall be required in the event of any extraordinary circumstances. If the Concessionaire fails to comply with the service level agreement and this results in any financial loss to the Authority, Concessionaire shall be responsible for rectifying the damages at actual costs. The decision of the Authority shall be final and binding on the Concessionaire.

5.7. Annexure 7- List of Proposed Leasable Components

S.No	Particulars	Area (sft)
1. Retail Shops		
Ground Floor		
1	Restaurant	2,070
2	Restaurant	2,070
3	Fast Food	1,510

S.No	Particulars	Area (sft)
4	Fast Food	1,510
5	Shop 1	295
6	Shop 2	220
7	Shop 3	230
8	Shop 4	280
9	Shop 5	275
10	Shop 6	295
11	Shop 7	395
12	Shop 8	435
13	Shop 9	435
14	Shop 10	435
15	Shop 11	305
16	Shop 12	330
17	Shop 13	290
18	Shop 14	240
19	Shop 15	235
20	Shop 16	245
21	Shop 17	233
22	Shop 18	233
23	shop 19	310

S.No	Particulars	Area (sft)
24	Shop 20	220
25	Shop 21	310
26	Shop 22	440
27	Shop 23	345
28	Shop 24	335
29	Shop 25	370
30	Shop 26	230
31	Shop 27	195
32	Shop 28	370
33	Shop 29	405
34	Shop 30	545
35	Shop 31	295
36	Shop 32	260
37	Shop 33	335
38	Shop 34	330
39	Shop 35	295
40	Shop 36	230
41	Shop 37	280
42	Shop 38	275
43	Shop 39	220

S.No	Particulars	Area (sft)
44	Shop 40	295
45	Shop 41	235
46	Shop 42	255
47	Shop 43	205
48	Shop 44	215
49	Shop 45	210
50	Shop 46	210
51	Shop 47	205
52	Shop 48	205
53	Shop 49	240
54	Shop 50	240
55	Shop 51	240
56	Shop 52	240
57	Shop 53	290
58	ATM	180
59	Cloak Room	1,032
First Floor		
1	Restaurant	5,495
2	Coffee shop	3,215
3	Shop 1	1,195

S.No	Particulars	Area (sft)
4	Shop 2	270
5	Shop 3	220
6	Shop 4	220
7	Shop 5	270
8	Shop 6	250
9	Shop 7	250
10	Shop 8	445
11	Shop 9	525
12	Shop 10	520
13	Shop 11	220
14	Shop 12	210
15	Shop 13	190
16	Shop 14	250
17	Shop 15	240
18	Shop 16	255
19	Shop 17	265
20	Shop 18	225
21	Shop 19	280
22	Shop 20	150
23	Shop 21	265

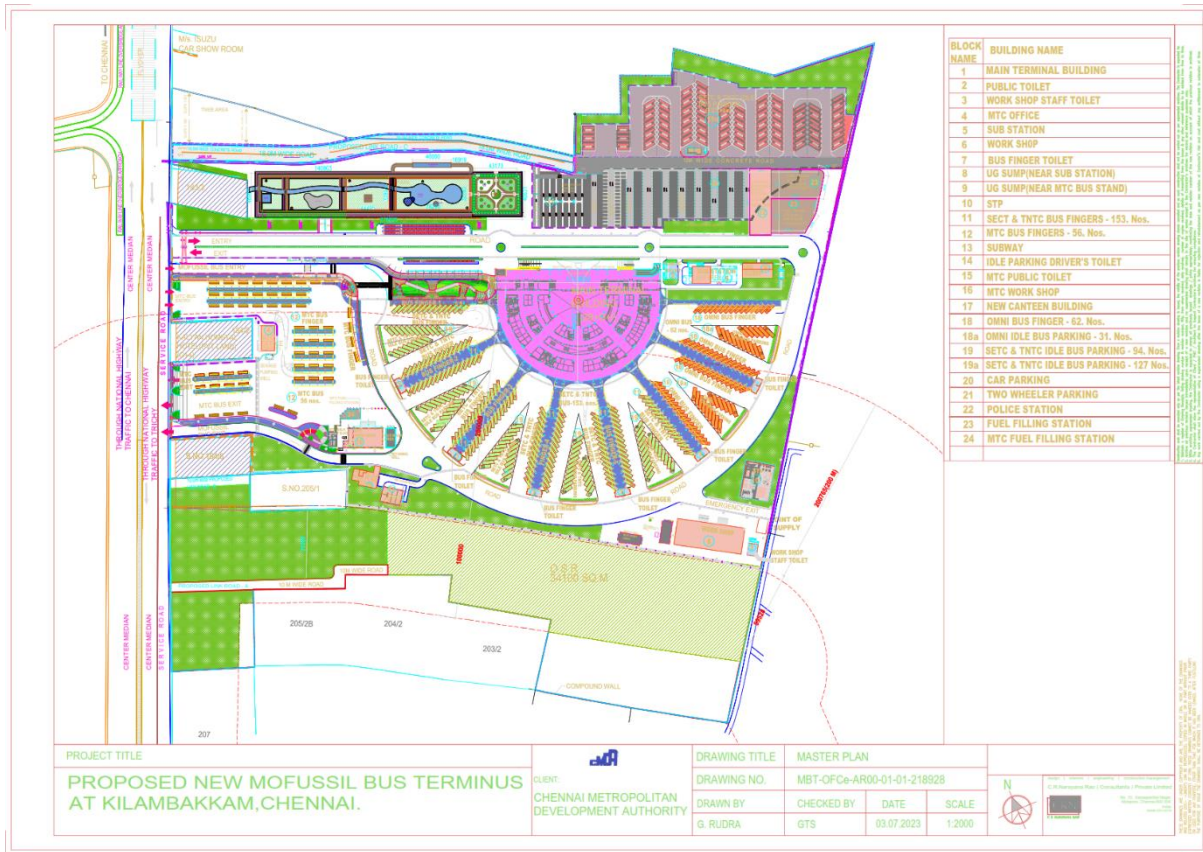
S.No	Particulars	Area (sft)
24	Shop 22	295
25	Shop 23	310
26	Shop 24	290
27	Shop 25	115
28	Shop 26	275
29	Shop 27	250
30	Shop 28	205
31	Shop 29	270
32	Shop 30	240
33	Shop 31	240
34	Shop 32	225
35	Shop 33	265
36	Shop 34	185
37	Shop 35	250
38	Shop 36	215
39	Shop 37	245
40	Shop 38	225
41	Shop 39	250
42	Shop 40	220
43	Shop 41	245

S.No	Particulars	Area (sft)
44	Shop 42	220
45	Shop 43	255
46	Shop 44	270
47	Shop 45	270
48	Shop 46	1,245
	Total	45,970
3.Parking		
1	Area dedicated for parking	1,67,680
2	No. of 4 Wheeler parks	682
3	No. of 2 Wheeler Parks	3,146
4.Dormitory		
1	Area of passenger Dormitories (male and Female)	21,190

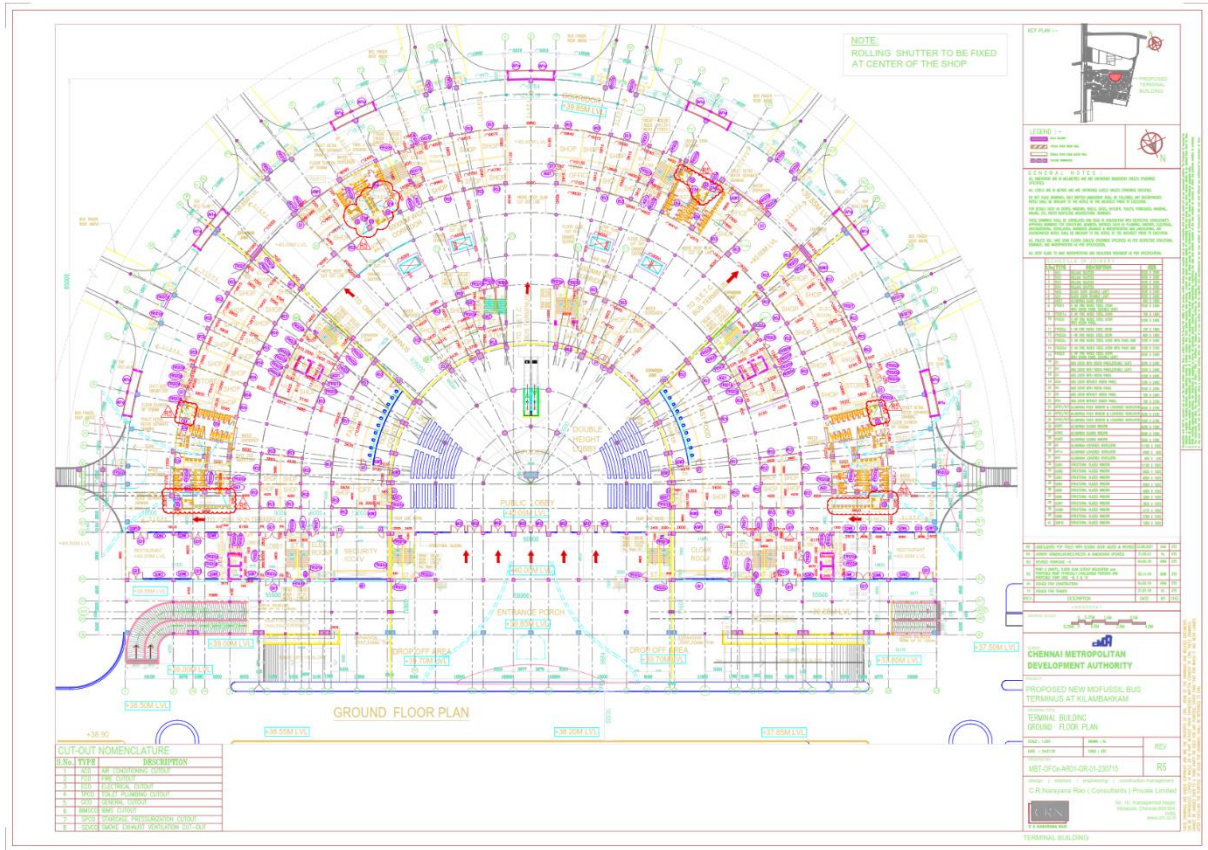
**Any changes to the same shall not be taken by successful bidder without taking approval from authority in writing*

Note : **The Concessionaire is required to obtain detailed drawings from the Authority as mentioned in Annexure 8, visit the Project Site and satisfy themselves before submission of Bid.**

5.8. Annexure 8- Map of the Bus Terminal

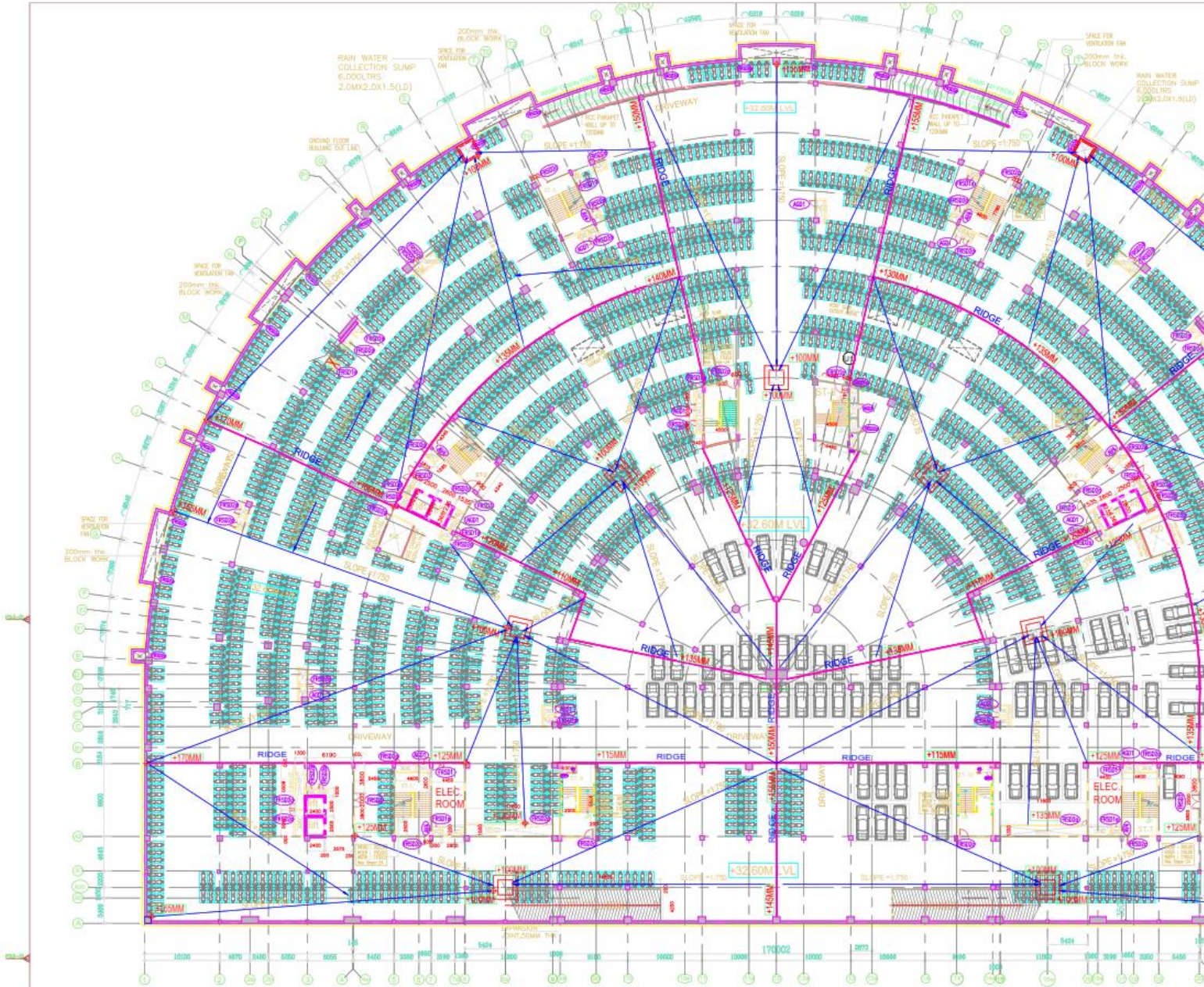


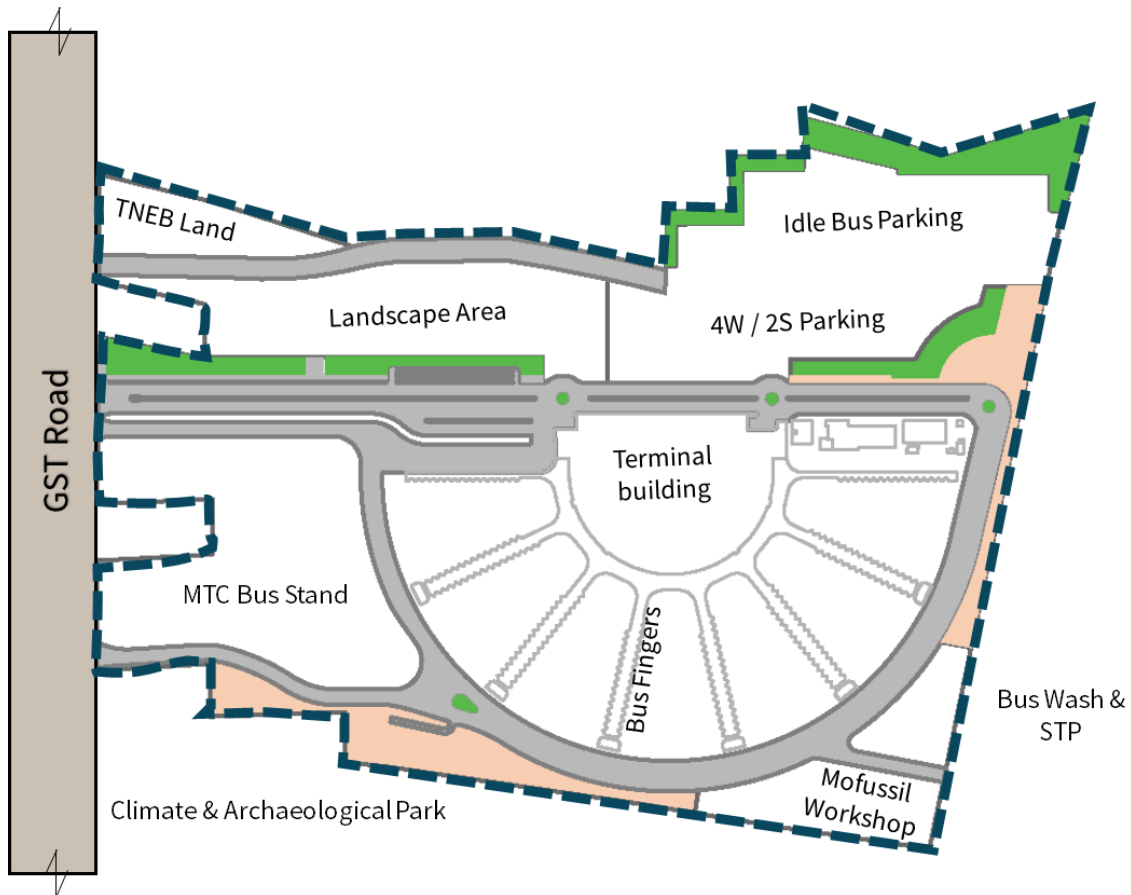
Bus Terminal Ground Floor



Bus Terminal First Floor

Terminal Basement II





Operation and Administration Area

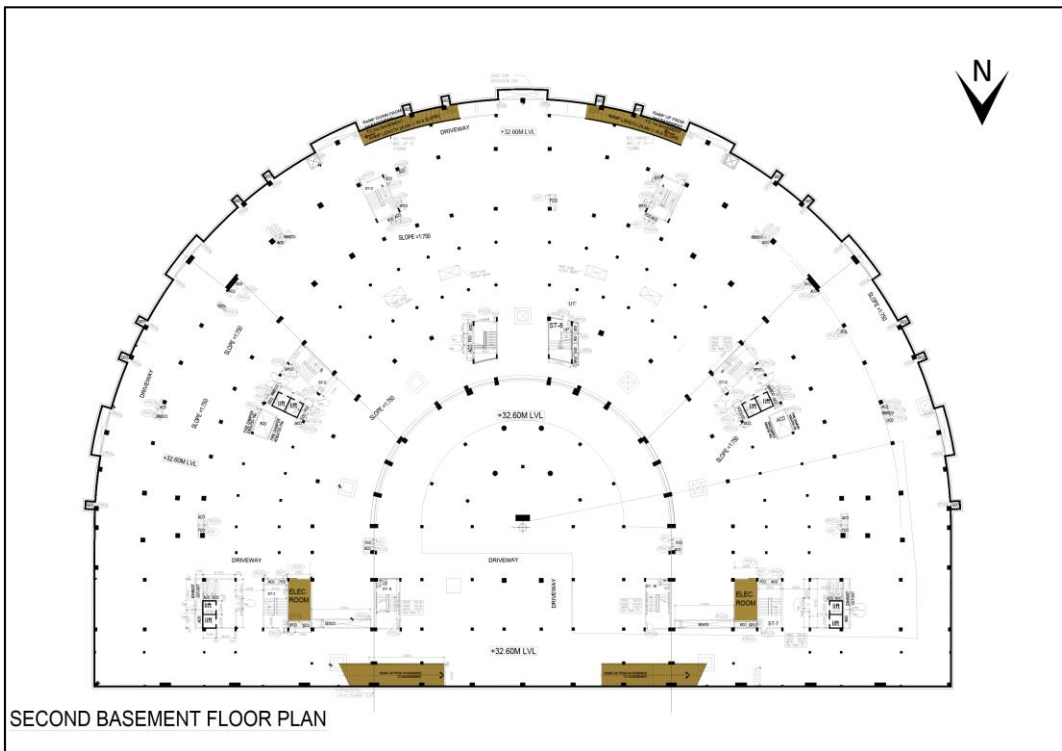
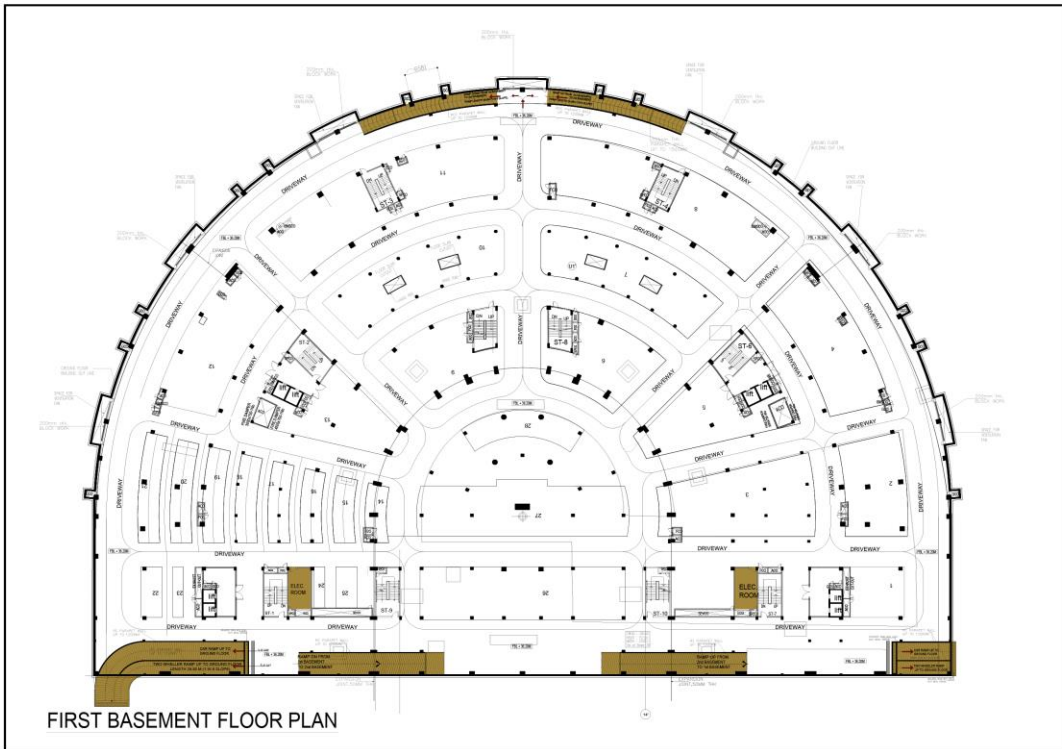
Terminal Building

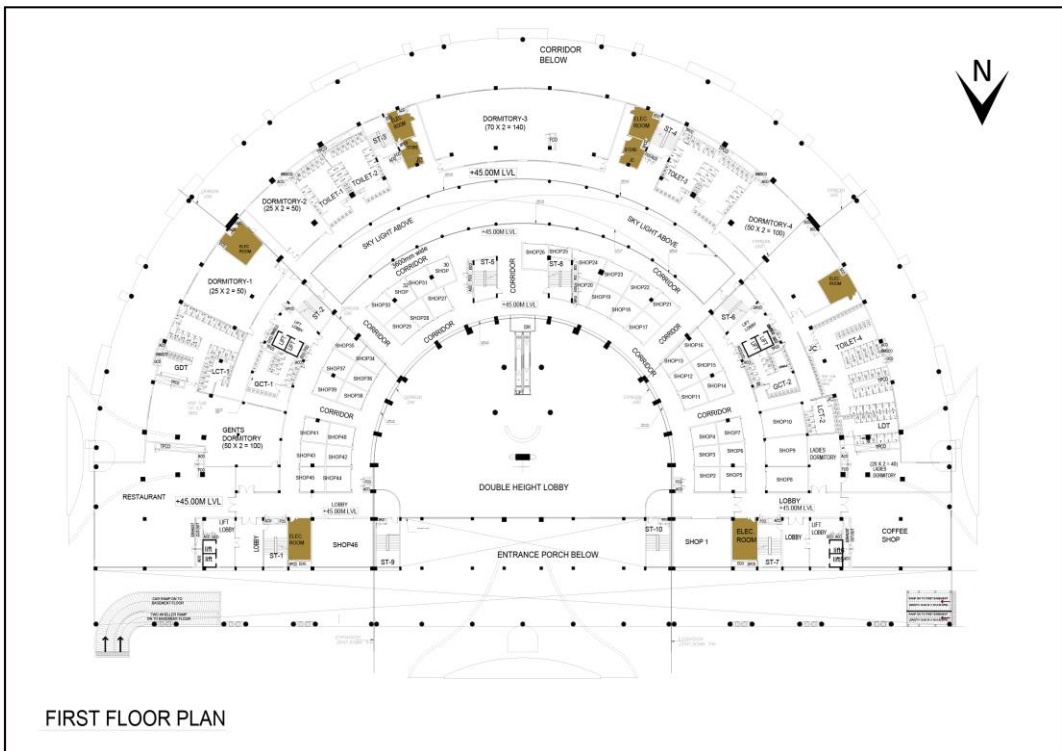
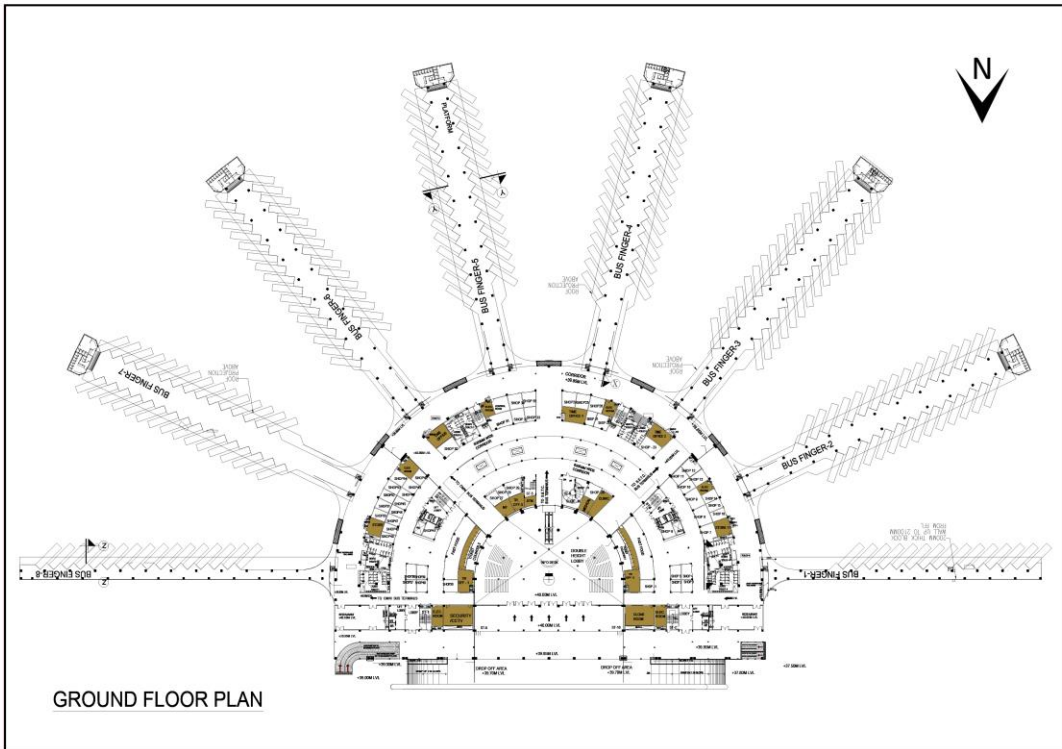
S. No	General	Bus operations & Maintenance Area	Mandatory Public Convenience Area	Others
Ground Floor				
1	Cloak Room	Ticket Counter – 2 Nos.	Info Desk	Circulation Area
2	Security/CCTV Room	Ticket Counter Lobby – 2 Nos.	Mother's Feeding Room	Lifts
3	Electrical Room – 6 Nos.	Time office – 2 Nos.	Medical	Staircases

4	Store Room – 2 Nos.	Training office – 3 Nos.	Clinic	Escalators
5	Control Room		ATM	Ducts
6			Waiting Area	
7			Toilets	
First Floor				
1	Electrical Room - 6 Nos.		Toilets	Lifts
2	Store Room – 2 Nos.			Staircases
3	Janitor – 2 Nos.			Ducts
Basement 1				
1	Electrical Room – 2 Nos.			Circulation Area
2				Lifts
3				Staircases
4				Ducts
Basement 2				
1	Electrical Room – 2 Nos.			Circulation Area
2				Lifts
3				Staircases
4				Ducts

Note:

- Ducts includes ACO, ECO, FCO, GCO, TCPO, IBMSCO and SPCO
- Circulation Area includes Lift lobby, Corridor, Pedestrian, Two-Wheeler and Car Ramp
- Drawings as attached in RFP / CA shall stand final in case of any variation





5.9. Annexure 9- User Fee

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

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

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

- (i) retail shops
- (ii) advertisements (preferably digital). However, 10% (ten percent) of the advertisements slots shall be reserved and dedicated for the Authority and/or GoTN free of cost.

B. The Concessionaire shall **determine and charge** the User Fee with prior approval of the Authority from time to time as per the prevailing market rate with respect to:

- (i) cloak room
- (ii) 4W parking

Any change / revision of the User Fee fixed by the Concessionaire shall be finalized by a committee comprising of members representing the Authority, Transport Department, Government of Tamil Nadu, Concessionaire and any other representatives as decided by Authority.

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

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

- (i) entry fee per omni bus for each round trip at either departure or arrival whichever occurs first;
- (ii) entry fee per Government Mofussil (SETC, TNSTC, PRTC) buses
- (iii) dormitory
- (iv) 2W parking

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

The Concessionaire shall have the right to collect User Fee from the users, at the rate specified in this Annexure 9 in accordance with the User Fee determined in the above mentioned clauses from the users of:

- (i) Retail shops
- (ii) advertisements (preferably digital)
- (iii) 2W/ 4W parking
- (iv) entry fee per omni bus for each round trip at either departure or arrival whichever occurs first
- (v) entry fee per Government Mofussil (SETC, TNSTC, PRTC) buses
- (vi) cloak room
- (vii) Dormitory

The Concessionaire may also recover rent or fee for use of commercial or other spaces, passenger convenience facilities, provided by the Concessionaire at the Bus Terminal subject to the approval of Authority. Approval of Authority for levying any other User Fee is mandatory and the decision of the Authority is final and binding and the same shall not have any financial implication on the Authority.

User Fee for Omni/ Government buses

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

Omni Buses Entry Fee Per Round Trip

S.No	Particulars	Unit	Amount
1.	Bus Entry Fee / Round Trip – Year 1	INR	150 including GST
2.	Bus Entry Fee / Round Trip – Year 1	INR	150 including GST
3.	Bus Entry Fee / Round Trip – Year 1	INR	500 including GST
4.	Minimum Total Trips per Quarter	Nos	40,000

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

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

S.No	Particulars	Proposed Tariff
1.	Entry / Bus / Day	INR 25 including GST
2.	No. of Mofussil Buses per day	1,100

Note:

- Entry fee for MTC buses shall not be charged.
- The minimum number of omni buses anticipated to be using the Bus Terminal per quarter shall be 40,000 buses (threshold for Omni buses) and the minimum number of Government buses to be using the Bus Terminal per day shall be 1,100 buses (threshold for Government buses).
- In the event that the number of omni/government buses per quarter/day exceeds number of buses as mentioned in serial no. 2 (two) above, User Fee collected from the omni/government buses over and above the threshold in serial no. 2 (two) above per quarter/day shall be considered as excess revenue and the excess revenue shall be paid in entirety to the Authority by the Concessionaire along with the quarterly payable Concession Fee.
- In the event that the number of buses on a given day is less than the number of buses as mentioned in serial no. 2 above, the Authority may, at its sole discretion, compensate the Concessionaire for any revenue shortfall.
- The Concessionaire is responsible for monitoring all buses (Omni, SETC, TNSTC, MTC) and other private vehicles such as 4-wheelers, 2-wheelers, Autos, and Taxis at the bus terminus. This monitoring will be done using a combination of ANPR (Automatic Number Plate Recognition) cameras and boom barriers at both the entry and exit points. The data will be made accessible online in real-time. The designated officer of the Authority and the Concessionaire shall countersign and verify the number of vehicles on a daily basis.

User Fee for 2W / 4W Parking, Cloak room, Dormitory and other charges

The Concessionaire shall collect User Fee for cloak room, 4W parking and any other charges at a fixed rate which is charged in similar development. The Concessionaire shall also allocate 2% of the total parking space as reserved preferential parking, free of charge, to be used by the Authority and/or other allied government department employees working in the Bus Terminal. The Concessionaire shall charge User Fees for Dormitory and Parking as provided below:

Dormitory charges

S.No	Particulars	Proposed Tariff
1	Every 12 Hour	INR 200

Parking fee for private vehicles

S.No	Particulars	Proposed Tariff
1	2W / Bike	0 Hrs – 3 Hrs = INR 10 3 Hrs – 6 Hrs = INR 15 6 Hrs – 12 Hrs = INR 25 12 Hrs – 24 Hrs = INR 40 Additional 24 Hrs or part thereof = INR 40
2	4W / Car	Concessionaire shall decide based on market practice.
Note: Parking Fee for 2W shall be escalated by 15% every 3 year		

5.10. Annexure 10- Stock Level of Supply for Operation and Maintenance

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

- (a) Upon receipt of LoA before execution of Concession Agreement the Concessionaire shall prepare a check list for all the materials for effective operations of bus stand and get necessary approval from Authority.

- (b) The check list shall contain the material specification, requirement / consumption per day or any specific timeline, lead period, minimum stock level, reorder level or any other detail as required by Authority shall be detailed.
- (c) The check list of materials shall be updated on quarterly basis during first year of operation and on yearly basis from Year 2 or as and when required by the Authority. The check list after getting approval of Authority shall be kept in site and shall be adhered always
- (d) For any material stock levels shall be calculated as follows
 - i. Minimum Stock Level – Two times of lead or delivery time from order date
 - ii. Reorder Level – Three times of lead or delivery time from order date
- (e) For any loss or damages or inconvenience or non-adherence to maintenance standards due to non-maintenance of minimum stock level or non-availability of material, a penalty amounting to maximum of INR 10,000 per instance or actual loss or damages suffered by Authority shall be levied. Decision of Authority shall be final and binding on the Concessionaire.
- (f) Authority shall modify or make changes or add specifications / requirement in the above methodology as and when required to ensure adherence with maintenance standards or service level agreement or any other terms of this RFP or Concession Agreement shall not have any financial or any other implication on the Authority
- (g) Cash procurement of materials shall be avoided, all the procurement shall be accounted and made as per good industry practise.
- (h) Details of all the material suppliers shall be disclosed along with Work Orders at the request of the Authority
- (i) Adequate test shall be undertaken by the Concessionaire for all the material procured to ensure the desired quality and safety standards, authenticity etc. before usage of same
- (j) It shall be the responsibility of the Concessionaire to keep safe custody of all the materials at site and to maintained adequate stock level and to ensure efficient and effective disposal of all the operations & maintenance and other requirements of site as per the RFP or Concession Agreement.

(Schedule C) and (Schedule D) Intentionally Deleted

APPLICABLE PERMITS (Schedule E)

1. Applicable Permits

- 1.1 The Concessionaire shall obtain/renew, as required under Applicable Laws, the O&M related Applicable Permits/approvals on or before the Appointed Date.

- 1.2 All the O&M renewal approvals shall be obtained in advance by the Concessionaire.
- 1.3 Any delay in procuring the O&M approvals shall be deemed as a violation of the Applicable Law.
- 1.4 In the event of such delay, a penalty shall be imposed as determined by the Authority, which shall not be less than twice the cost of the approval. The decision of the Authority in this regard shall be final and binding.
- 1.5 Furthermore, if the delay exceeds a period equivalent to 10 % of the licence period, the Concession Agreement shall stand terminated.

PERFORMANCE SECURITY (Schedule F)

To,

<Insert Designation and Address of the Municipality>

WHEREAS:

(A.) _____ (the “**Concessionaire**”) and _____, Chennai Metropolitan Development Authority (the “**Authority**”) have entered into a Concession Agreement dated _____ (the “**Agreement**”) whereby the Authority has agreed to the Concessionaire undertaking Operation and Maintenance of New Bus Terminal at Kilambakkam on PPP Mode for a period of 15 (Fifteen) Years (the “**Project**”) and/or an additional period of 15 (Fifteen) years if extended by the Authority at its sole discretion in accordance with the Concession Agreement. subject to and in accordance with the provisions of the Agreement.

(B.) The Agreement requires the Concessionaire to furnish a Performance Security to the Authority in a sum of Rs. 8 Crores Only (Rupees Eight Crores Only) (the “**Guarantee Amount**”) as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Concession Period (as defined in the Agreement).

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

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

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

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

2. A letter from the Authority, under the hand of an Officer not below the rank of _____ in the Chennai Metropolitan Development Authority, that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the Concession Period under the Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Concessionaire, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Concessionaire for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Concessionaire and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Concessionaire before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Concessionaire contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Concessionaire, and either to enforce

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

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Concessionaire under the Agreement.
7. Notwithstanding anything contained herein, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee shall be unconditional and irrevocable and will remain in force throughout the Concession Period and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Performance Security shall be released within 6 (Six) months after the expiry of Concession Period provided the Concessionaire is not in breach of this Agreement. Upon request made by the Concessionaire for release of the Performance Security along with the particulars required hereunder, duly certified by a statutory auditor of the Concessionaire, the Authority shall release the Performance Security forthwith.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it

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

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

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for the entire Concession period or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Schedule D: Intentionally Deleted **SAFETY REQUIREMENTS (Schedule H)**

1. Guiding principles

- 1.1 Safety Requirements aim at reduction in injuries, loss of life and damage to property resulting from accidents on or about the Project, irrespective of the person(s) at fault.
- 1.2 Users of the Project include motorized and non-motorized vehicles as well as pedestrians involved in, or associated with accidents.
- 1.3 Safety Requirements apply to all phases of operation and maintenance with emphasis on identification of factors associated with accidents, consideration of the same, and implementation of appropriate remedial measures.
- 1.4 Safety Requirements include measures associated with traffic management and regulation such as signs, pavement marking, traffic control devices, roadside furniture, design elements, enforcement and emergency response.
- 1.5 The Concessionaire shall, in accordance with Good Industry Practice, make adequate arrangements for safety during operation of roads forming part of the Project. For the avoidance of doubt, Good Industry Practice shall, for the purposes hereof, mean the safety requirements applicable to similar nature projects undertaken through Public Private Partnership and as prescribed by the State Government.

2. Obligations of the Concessionaire

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

- (a) Applicable Laws and Applicable Permits;
- (b) Accessibility Guidelines for Bus Terminals / Bus Stops by the Ministry of Road Transport and Highway³ ;
- (c) Provisions of this Agreement;
- (d) Relevant Standards/Guidelines and
- (e) Good Industry Practice.

³ https://morth.nic.in/sites/default/files/circulars_document/N_3012405_1637043131682.pdf

ESCROW AGREEMENT (Schedule I)

(See Clause 24.1.2)

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

AMONGST

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

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

3. The Chennai Metropolitan Development Authority represented by Member Secretary and having its principal offices at 'Thalamuthu-Natarajan Maaligai', No.1, Gandhi Irwin Road, Egmore, Chennai – 600 008.Pallavan Illam, Pallavan Salai, Chennai - 600 002(hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns).

WHEREAS:

- (A.) The Authority has entered into a Concession Agreement dated _____ with the Concessionaire (the “**Concession Agreement**”) for Operation and Maintenance of New Bus Terminal at Kilambakkam for Chennai Metropolitan Development Authority on PPP Mode For a Period of 15 (Fifteen) Years with an additional period of 15 (Fifteen)

years extended by the Authority at its sole discretion (Project), and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.

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

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

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

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

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

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

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

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

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

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

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

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

1.2. Interpretation

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

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

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

2. ESCROW ACCOUNT

2.1. Escrow Bank to act as trustee

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

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

2.2. Acceptance of Escrow Bank

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

2.3. Establishment and operation of Escrow Account

2.3.1. Within 30 (thirty) days from the date of this Agreement, and in any case prior to the Appointed Date, the Concessionaire shall open and establish the Escrow Account with the (name of Branch) Branch of the Escrow Bank. The Escrow Account shall be denominated in Rupees.

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

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

2.4. Escrow Bank's fee

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

2.5. Rights of the Parties

Save and except as otherwise provided in the Concession Agreement, the rights of the Authority and the Concessionaire in the monies held in the Escrow Account are set forth in their entirety in this Agreement and the Authority, the Lenders' Representative and the Concessionaire shall have no other rights against or to the monies in the Escrow Account.

3. DEPOSITS INTO ESCROW ACCOUNT

3.1. Deposits by the Concessionaire

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

- (a) All monies received in relation to the Project from any source, including the Lenders and the Authority;
- (b) All funds received by the Concessionaire from its shareholders, in any manner or form;
- (c) All revenues in respect of the project including User Fee and other revenues such as rentals, deposits or capital receipts, as the case may be;
- (d) All proceeds received pursuant to any insurance claims;
- (e) All Fees levied and collected by the Concessionaire; and
- (f) All payments by the Authority, after deduction of any outstanding payments.

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

3.2. Deposits by the Authority

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

- (a) Any monies disbursed by the Authority to the Concessionaire;

(b) All revenues collected by the Authority in exercise of its rights under the Concession Agreement; and

(c) Termination Payments.

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

3.3. Interest on deposits

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

4. WITHDRAWALS FROM ESCROW ACCOUNT

4.1. Withdrawals during Concession Period

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

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

(b) Utility payments

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

(d) Debt Service payments for working capital as per the financing Agreement;

- (e) O&M expenses including but not limited to vendor payments;
- (f) All payments, penalties and Damages certified by the Authority as due and payable to it by the Concessionaire;
- (g) Balance, if any, in accordance with the instructions of the Concessionaire.

4.1.2. No later than 60 (sixty) days prior to the commencement of each Accounting Year, the Concessionaire shall provide to the Escrow Bank, with prior written approval of the Authority, details of the amounts likely to be required for each of the payment obligations set forth in this Clause 4.1; provided that such amounts may be subsequently modified, with prior written approval of the Lenders' Representative, if fresh information received during the course of the year makes such modification necessary.

4.1.3. Any form of advance payment must be deposited into an Escrow Account and promptly transferred to Authority's Account.

4.1.4. The interest on the fixed deposit (FD) shall be transferred to an Escrow Account and shall be utilised solely for meeting maintenance expenses.

4.1.5. The utilisation of advanced funds for maintenance or any other expenses is not permitted. Any violation shall amount to breach of this Agreement.

4.1.6. The Authority shall approve the Budget and Monthly Maintenance expenditure. In the event that any payment exceeds the allocated budget, authorization from the appropriate authority will be required.

4.2. Withdrawals upon Termination

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

- (a) All taxes due and payable by the Concessionaire for and in respect of the Project;
;
- (b) Utility payments
- (c) Annual Concession Fee due and payable to the Authority;
- (d) Debt Service payments for working capital as per the financing Agreement;
- (e) O&M expenses including but not limited to vendor payments;

- (f) All payments and Damages certified by the Authority as due and payable to it by the Concessionaire;
- (g) Retention and payments relating to the liability for defects and deficiencies set forth in the Concession Agreement;
- (h) Any other payments required to be made under this Agreement; and
- (i) Balance, if any, in accordance with the instructions of the Concessionaire:

Provided that no appropriations shall be made under Sub-clause (j) of this Clause 4.2 until a Vesting Certificate has been issued by the Authority under the provisions of Article 31.

4.2.2. The Concessionaire is prohibited from making any withdrawals for purposes other than covering operational and maintenance expenses during the termination notice period or in the event of termination.

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

4.3. Application of insufficient funds:

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

4.4. Application of insurance proceeds

Notwithstanding anything in this Agreement, the proceeds from all insurance claims, except life and injury, shall be paid to the Authority by credit to the Escrow Account and utilized for any necessary repair, , reinstatement, replacement, improvement, delivery or installation of the Project, . If the Authority successfully recovers all losses through insurance proceeds, the remaining balance, if any, may be transferred to the Concessionaire through an Escrow Account in order to compensate for the losses incurred by the Concessionaire.

5. OBLIGATIONS OF THE ESCROW BANK

5.1. Segregation of funds

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

5.2. Notification of balances

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

5.3. Communications and notices

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

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

5.4. No set off

The Escrow Bank agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Escrow Account. For the avoidance of doubt, it is hereby acknowledged and agreed by the Escrow Bank that the monies and properties held by the Escrow Bank in the Escrow

Account shall not be considered as part of the assets of the Escrow Bank and being trust property, shall in the case of bankruptcy or liquidation of the Escrow Bank, be wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.

5.5. Regulatory approvals

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

6. ESCROW DEFAULT

6.1. Escrow Default

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

- (a) the Concessionaire commits breach of this Agreement by failing to deposit any receipts into the Escrow Account as provided herein.
- (b) the Concessionaire causes the Escrow Bank to transfer funds to any account of the Concessionaire in breach of the terms of this Agreement.
- (c) the Concessionaire commits or causes any other breach of the provisions of this Agreement.

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

7. TERMINATION OF ESCROW AGREEMENT

7.1. Duration of the Escrow Agreement

This Agreement shall remain in full force and effect so long as any sum remains to be advanced or is outstanding from the Concessionaire in respect of the working capital required by it Lenders, or any of its obligations to the Authority remain to be discharged,

unless terminated earlier by consent of all the Parties or otherwise in accordance with the provisions of this Agreement.

7.2. Substitution of Escrow Bank

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

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

7.3. Closure of Escrow Account

The Escrow Bank shall, at the instruction of the Authority on or after the payment by the Concessionaire of all outstanding amounts under the Concession Agreement, and upon confirmation of receipt of such payments, close the Escrow Account and Sub- Accounts after 180 (One Hundred and Eighty) days from the Termination and/or expiry of this Agreement. Upon closure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated.

8. INDEMNITIES

8.1. General indemnity

8.1.1. The Concessionaire will indemnify, defend and hold the Authority, Escrow Bank and the working capital Lenders, , harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits. The indemnity shall not exceed the construction/development cost. The

limitation hereunder shall not apply to any or all liabilities in respect of third parties. The Parties agree that the Concessionaire's liability will be uncapped in case of any liabilities arising due to: (a) any amount payable as indemnity to the Authority due to its acts or omissions or fraud, gross negligence and willful misconduct; (b) breach of any Applicable Laws or any Applicable Permits; (c) any claims or loss on account of Intellectual Property rights violation by the Concessionaire; (d) any personal bodily injury or death of any person caused by, arising out of or in connection with its performance of this Agreement; or (e) any loss of or physical damage to property of the Authority or any third part by Concessionaire

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

8.2. Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 9.1 or in respect of which it is entitled to reimbursement (the "**Indemnified Party**"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably

withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

9. DISPUTE RESOLUTION

9.1. Dispute resolution

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

10. MISCELLANEOUS PROVISIONS

10.1. Governing law and jurisdiction

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

10.2. Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- (b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;
- (c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- (d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

10.3. Priority of agreements

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

10.4. Alteration of terms

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

10.5. Waiver

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

- (a) Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- (b) shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and
- (c) shall not affect the validity or enforceability of this Agreement in any manner.

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

10.6. No third party beneficiaries

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

10.7. Survival

10.7.1. Termination of this Agreement:

- (a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and
- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or

caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

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

10.8. Severability

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

10.9. Successors and assigns

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

10.10. Notices

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

notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

10.11. Language

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

10.12. Authorized representatives

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

10.13. Original Document

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

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

SIGNED AND DELIVERED ON BEHALF OF

CONCESSIONAIRE pursuant to the resolution passed by the _____ by the Board of Directors of the Concessionaire at its meeting held on the day of _____ 20____ in the presence of _____, Director, who has signed these presents in token thereof and _____ Company Secretary / Authorized Officer who has countersigned the same in token thereof⁴

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

(E-mail address)

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

(E-mail address)

SIGNED AND DELIVERED

For and on behalf of THE ESCROW BANK by

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

(E-mail address)

SIGNED AND DELIVERED

For and on behalf of THE AUTHORITY by

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

(E-mail address)

In the presence of:

⁴ To be affixed in accordance with the articles of association of the Concessionaire and the resolution passed by its Board of Directors.

(Schedule J)- Intentionally Deleted

VESTING CERTIFICATE (Schedule K)

VESTING CERTIFICATE

1. The _____, <Insert Name> Municipality (the “**Authority**”) refers to the Concession Agreement dated ***** (the “**Agreement**”) entered into between the Authority and ***** (the “**Concessionaire**”) for undertaking the Operation and Maintenance of New Bus Terminal at Kilambakkam for Chennai Metropolitan Development Authority on PPP Mode for a Period of 15 (Fifteen) Years with an additional period of 15 (Fifteen) years extended by the Authority at its sole discretion (the “**Project**”).
2. The Authority hereby acknowledges compliance and fulfilment by the Concessionaire of the Divestment Requirements set forth in the Agreement on the basis that upon issue of this Vesting Certificate, the Authority shall be deemed to have acquired, and all title and interest of the Concessionaire in or about the Project shall be deemed to have vested unto the Authority, free from any encumbrances, charges and liens whatsoever.
3. Notwithstanding anything to the contrary contained hereinabove, it shall be a condition of this Vesting Certificate that nothing contained herein shall be construed or interpreted as waiving the obligation of the Concessionaire to rectify and remedy any defect or deficiency in any of the Divestment Requirements and/or relieving the Concessionaire in any manner of the same.

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

AGREED, ACCEPTED AND SIGNED, AGREED, ACCEPTED AND SIGNED,
AND DELIVERED AND DELIVERED

For and on behalf of CONCESSIONAIRE for and on behalf of AUTHORITY by:

by:

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the presence of:

1.

2.

(Schedule L)-Intentionally Deleted

NATIONAL POLICY ON SAFETY, HEALTH AND ENVIRONMENT AT WORKPLACE (Schedule M)

PREAMBLE

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

1.2 These Directive Principles provide

- (a) for securing the health and strength of employees, men and women;
- b) that the tender age of children are not abused;
- c) that citizens are not forced by economic necessity to enter avocations unsuited to their age or strength;
- d) just and humane conditions of work and maternity relief are provided; and
- e) that the Government shall take steps, by suitable legislation or in any other way, to secure the participation of employee in the management of undertakings, establishments or other organisations engaged in any industry.

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

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

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

right. Education, training, consultation and exchange of information and good practices are essential for prevention and promotion of such measures.

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

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

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

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

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

2. GOALS:

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

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

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

2.2 providing administrative and technical support services.

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

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

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

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

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

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

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

3. OBJECTIVES:

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

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

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

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

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

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

4. ACTION PROGRAMME

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

4.1. Enforcement

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

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

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

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

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

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

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

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

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

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

4.2 National Standards

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

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

4.3 Compliance

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

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

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

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

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

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

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

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

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

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

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

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

4.4 Awareness

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

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

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

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

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

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

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

4.4.8 by securing good liaison arrangements with the International organisations;

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

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

4.5 Research and Development

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

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

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

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

4.6 Occupational safety and health skills development

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

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

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

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

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

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

4.7 Data collection

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

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

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

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

4.7.5 by developing the means for improved access to information;

4.8 Review

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

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

5. Conclusion

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

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

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