



REQUEST FOR PROPOSAL

LICENSING OF TIDEL PARK, PATTABIRAM, CHENNAI

Tender No.

TIDEL Park Pattabiram/2023/08

Volume – I (Technical Bid)

Date of Issue: 29.09.2023

Last date of Submission through website: 30.10.2023

(<http://www.tntenders.gov.in>)

To be addressed to:

M/s. TIDEL Park Ltd.,

No.4, I Floor, Rajiv Gandhi Salai, Taramani, Chennai – 600 113

Phone: +91 44 22540050 / 0501

Email: tenders@tidelpark.com

Website: www.tidelpark.com

DISCLAIMER

This Request for Proposal (RFP) contains brief information about the commercial space, qualification requirements and the selection process for the successful bidder. The purpose of this RFP is to provide bidder(s) with information to assist the formulation of their bid application (hereinafter the bidders shall be referred to as the "**Bidder/s**"). The information contained in this RFP or subsequently provided to interested parties, by or on behalf of TIDEL Park Limited (hereinafter referred to as "**TIDEL**") is provided to Bidder(s) on the terms and conditions set out in the RFP and any other terms and conditions subject to which such information is provided. This RFP does 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 TIDEL, its employees or advisors 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. Such assumptions, assessments, statements, data and information contained in this RFP are only indicative and for the sole purpose of making information available to the prospective Bidder(s) that may be useful to them in the formulation of the bid. TIDEL advises each Bidder to conduct its own investigations and analysis and satisfy itself of the accuracy, reliability and completeness of the information in this RFP and to obtain independent advice from appropriate sources at the own cost of the Bidder(s). TIDEL or its advisors do not guarantee the financial and technical viability of the project. TIDEL, its employees and advisors make no representation or warranty and shall not be liable in any manner whatsoever for the accuracy, reliability or completeness of the information provided in this RFP.

Intimation of discrepancies in the RFP, if any, may be given, by the Bidder(s), to the office of TIDEL immediately. If TIDEL receives no written communication, it shall be deemed that the Bidder(s) are satisfied with the information provided in the RFP. Any character or requirement for the Project premises which may be deemed to be necessary by the Bidder should be independently established and verified by the Bidder by way of its own due diligence. This RFP is not an agreement, offer or invitation by TIDEL to any party. The terms for licensing of the commercial space and the right of the successful Bidder, shall be as set out in separate agreements to be executed between TIDEL and the successful Bidder broadly in the format provided herein. TIDEL reserves the right to accept or reject any or all Bids without giving any reasons thereof. TIDEL shall not entertain or be liable for any claim for costs and expenses in relation to the preparation of the documents to be submitted in terms of this RFP.

TIDEL also accepts no liability of any nature whether resulting from negligence or otherwise arising from reliance of any Bidder upon the statements contained in this RFP. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. TIDEL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion of the law expressed herein. TIDEL reserves the right to cancel the entire bidding process without assigning any reasons and to recall again at its discretion with same terms or otherwise. Parties who have offered a proposal are not entitled to any sort of claims in this regard. In such an event, no financial obligation of whatsoever nature shall accrue to TIDEL or any of its respective officers, employees, advisors or agents.

The Bidder(s) are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder(s) towards any officer/employee of TIDEL or to any other person in a position to influence the decision of TIDEL for showing any favour in relation to this RFP or any other contract, shall render the Bidder to such liability/penalty as TIDEL may deem proper, including but not limited to rejection of the bid of the Bidder, blacklisting of the Bidder in order to prevent participation in future bidding, and forfeiture of bid security/guarantee or any other instrument of similar nature.

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, in relation to the subject matter hereto.

CONTENTS

Section	Particulars	Page No
1.	Tender Notice	5
2.	Introduction to TIDEL Park Ltd	6
3.	TIDEL Park - Pattabiram	8
4.	Qualification Conditions	10
5.	Contract Data	14
6.	General Instructions	20
7.	Fraud And Corrupt Practices	40
8.	Annexures	42
	A. Scope of Work and Details of the Project	42
	B. Letter of Transmittal	56
	C. Bank Guarantee Format for Performance Bank Guarantee	59
	D. Affidavit for Submission of Performance Bank Guarantee	62
	E. Tender Submission Form	63
	F. Structure and Organization of the Bidder	67
	G. Point of Contact of the Bidder for the Project	72
	H. Details of Financial Information	73
	I. Details of Termination of License if by Any Other Body	75
	J. Status of Current Litigations, if any, of the Bidder.	76
	K. Details of Similar Projects Wherein Bidder is the Licensee	79
	L. Qualification Criteria	80
	M. Withdrawal of Conditions Letter	85
	N. Declaration – Cum – Undertaking	86
	O. Conditions	87
	P. Joint Bidding Agreement and Power of Attorney Formats.	90
	Q. Health and Safety at Work Code	98
	R. Bank Guarantee Format for Bid Security	121
	S. Estimated Average Rental	124
	T. Details of Comprehensive Maintenance	125

SECTION 1: TENDER NOTICE

The Tender Notice has been released in dailies on 29.09.2023 and copy of the same is reproduced below:

	TIDEL PARK LTD. (An ISO 9001/14001 Company) CIN No.U74999TN1997PLC039523	
No.4, RAJIV GANDHI SALAI, TARAMANI, CHENNAI - 600 113 Ph: 044-22540500/501; Email: tenders@tidelpark.com / marketing@tidelpark.com Web Site: www.tidelpark.com		
Notice No: TIDEL Pattabiram / 2023-2024/8		
TIDEL Park Ltd invites e-tender for Licensing of TIDEL Park at Pattabiram, Chennai.		
For more details and participation in the above e-tender, please visit the website https://www.tntenders.gov.in/ . Last date for online submission of duly filled in bid documents is 03.00 p.m. on 30.10.2023 . TIDEL reserves the right to accept / reject anyone/all tenders without assigning any reason thereof.		
DIPR/ 5356 /TENDER/2023		Managing Director

SECTION 2: INTRODUCTION TO TIDEL PARK LTD

Introduction to TIDEL Park, Chennai

TIDEL Park Ltd (hereinafter referred to as "**TIDEL**"), Chennai, a JV of Tamil Nadu Industrial Development Corporation Limited (hereinafter referred to as "**TIDCO**") and Electronic Corporation of Tamil Nadu Limited (hereinafter referred to as "**ELCOT**") is a 12 storied iconic building with 1.20 million sq.ft., space for the purpose of IT & ITeS and is an ISO 9001/14001 Company. TIDEL hosts a variety of facilities at par with international standards. TIDEL was envisioned to be more than just an IT Park. It has been designed with contemporary and state-of-the-art facilities to be a work-friendly, ambient, multi-tenanted, energy-efficient, and safe place for offices.

TIDEL has been providing modern workspaces for IT/ITeS/BPM companies, creating employment opportunities to lakhs of aspiring IT professionals. Since its inception in 2000, TIDEL has been playing a pivotal role in the growth of the Information Technology sector in the State.

Other Projects of TIDEL:

In order to extend the benefits of the IT sector to other parts of the State, TIDEL is implementing an IT Park at Pattabiram (details of which are available in Section 3) and has also taken up the establishment of IT Parks in Tier 2 & 3 towns of the State, in a phased manner based on market demand assessment. These projects will create employment opportunities for IT professionals in their own district and accelerate the socio-economic development in the respective district.

1. TIDEL Neo:

TIDEL Neo (Mini TIDEL Park) is being established in an area of around 50,000 to 1 lakh sq.ft., In the first phase, Mini TIDEL Parks are being established in Villupuram, Vellore, Tiruppur followed by Thoothukudi, Thanjavur, Salem & Ooty. A proposal is underway for the establishment of Mini TIDEL Parks at Rasipuram and Karaikudi as well.

2. TIDEL Park Madurai:

TIDEL Park would be set-up in Madurai near Mattuthavani Bus stand in two phases with 1 million sq.ft., at an estimated cost of Rs.600 Crores, through an SPV formed between TIDCO, TIDEL Park and Corporation of Madurai, to provide quality infrastructure for Information Technology and fintech companies.

3. TIDEL Park Trichy:

TIDEL Park would be set up in Trichy on the Trichy-Madurai National Highway adjacent to

the proposed Integrated Bus Terminus with 1 million sq.ft., at an estimated cost of Rs.600 Crores.

4. Aerohub Project:

Aerohub is being implemented through a JV of TIDCO and TIDEL Chennai Aerospace Park Ltd., at Aerospace Park, Sriperumbudur in Kanchipuram district. The Aerohub is being established with a built up area of 3.30 lakh sq.ft., as B+G+8 floors at an estimated cost of Rs.230 Crores. This will be a state-of-the-art infrastructure to support incubation and innovation for the aerospace industry.

5. PLUG & PLAY Manufacturing Hub:

Plug & Play manufacturing complex has been proposed to be established with a built-up area of 1.25 sq.ft., at an estimated cost of Rs.40 Crores at Vallam Vadagal, Sriperumbudur. This will help the industries to easily start the manufacturing operations.

SECTION 3: TIDEL PARK - PATTABIRAM

TIDEL Park Pattabiram (hereinafter referred to as “**TIDEL**”) is being constructed as a 21-storey, 60-meter-tall Grade A and IGBC platinum rated green building with the built-up area of 5.57 lakh sq.ft at an estimated cost of Rs.285 Crores in Tiruvallur District. TIDEL Pattabiram will provide plug & play facility to IT /ITeS/BPM companies and generate employment opportunities for 5,000 to 6,000 IT professionals.

TIDEL Pattabiram is strategically located right on Chennai to Tiruttani Highway (NH 716) adjacent to IAF Station and Heavy Vehicle Factory, Avadi. It is surrounded by dense residential locations of Chennai such as Avadi, Melpakkam, Annanur, Ambattur, Thiruvallur, Thirumullaivoyal, Thirumazhisai, Poonamalle etc., and all the residential areas around the IT park act as a good catchment area. All the feeding zones surrounding TIDEL will have a greater advantage of employment opportunities. It is also in proximity to the nearest business centers.

TIDEL Pattabiram will be benchmark for the development of IT /ITeS/BPM Parks in the region. It will also boost the growth of the adjoining areas. The complete northeast and northwest part of Chennai will benefit.

TIDEL Pattabiram has the following advantages:

Location:

- Established in a prominent and commercially upcoming area.
- Strategically located right on Chennai to Tiruttani highway (NH 716).
- Residential areas around the IT park acts as a good catchment area.
- Proximity to business centers.

Connectivity:

- Well connected by road and rail with various parts of Chennai.
- 0.7 kms from Pattabiram railway station.
- 12.5 kms from BSNL junction Ambattur.
- Outer ring road (ORR) near the site provides easy connectivity to major growth corridors of Chennai.
- Easily accessible for people travelling through outer ring road from Mudichur, Tirumudivakkam, Kundrathur, Thirumazhisai, Nazarathpettai & Minjur.
- Accessible for people travelling from different parts of Chennai through rail and road connectivity.

Infrastructure & Facilities:

- A state-of-the-art building with several utilitarian aspects.
- Brand new IT park building with world class infrastructure.
- IGBC platinum rated green building.
- 100 % DG backup
- 927 open Car parking slots and 2280 open bike parking slots
- Multi cuisine food court
- 24 * 7 security surveillance
- Auditorium
- Gym
- Indoor games
- Meditation Hall
- EV charging
- Medical Centre
- Promotional Area

Premium spaces:

- 13th to 17th floor of the building is a premium office space area.
- Provision of vertical garden

SECTION 4: QUALIFICATION CONDITIONS

TIDEL invites e-tenders from the prospective Bidders for "Licensing of TIDEL Park at Pattabiram, near Chennai, Tamil Nadu comprising of IT space and commercial space including food court, gym and indoor games" (hereinafter referred to as the "**Project**") who meet the following eligibility criteria (The scope of work and further details of the Project are described in **Annexure A**):

4.1 Eligibility Criteria

- a) Bidder should have a minimum Annual Turnover of Rs.20 Crores (Rupees Twenty Crores Only) in any three years period out of the last 5 (five) financial years ending on 31st March 2023. The Bidder shall submit audited financial statements including profit-loss account of the financial years as indicated above.
- b) Bidder shall produce Solvency Certificate issued by any Public Sector Bank for the value of Rs.8 Crores (Rupees Eight Crores only) obtained not earlier than three months from the last date for submission of tender (as prescribed herein).
- c) Bidder shall be any well-established and reputed entity i.e., a partnership firm or a company having its registered office in India or a foreign country with an office in India and incorporated under the Companies Act 1956/2013 or a combination of the above in the form of Consortium (Consortium shall refer to a Bidder comprising of a combination of two entities for the purpose of responding to this RFP).

4.2 Bid by a Consortium:

A Consortium of 2 members is permitted. In case of a bid by a Consortium, the following shall be abided by the Bidders:

For the purpose of evaluation, each member's contribution towards the turnover shall be considered in the same ratio of their equity participation. Illustration: If A and B are two members of a Consortium, where A has 70% equity holding in the Consortium and B has 30% equity holding in the Consortium and in such a condition, 70% of A's annual turnover and 30% of B's annual turnover will be taken for the calculation of eligibility of the Consortium.

- 4.2.1 The lead member of the Consortium shall maintain a minimum equity stake of 51% of the aggregate shareholding of the Special Purpose Vehicle (SPV), which shall be incorporated under the Companies Act, 2013 for carrying out the Project. (hereinafter referred to as "**Licensee**") The aforementioned equity shall be maintained by the lead member during full tenure of license agreement to be entered between TIDEL and the

Bidder selected for the Project (hereinafter this bidder shall be referred to as the **"Selected Bidder"** and this license agreement shall be referred to as the **"License Agreement"**).

4.2.2 Any change in percentage of equity stake of Consortium members in the Licensee without prior written approval of TIDEL shall be treated as material breach of the terms and conditions of the License Agreement and consequently the Licensee's action shall be treated as event of default entitling TIDEL to encash interest free Bid Security/Earnest Money Deposit and/or Performance Bank Guarantee as the case may be and to terminate the License Agreement.

4.2.3 Members of the Consortium whose technical and financial qualifications have been taken into consideration for the evaluation of the bid submitted by Consortium should hold 26% of the aggregate shareholding of the Licensee during the License Period of 16 (Sixteen) years including first 6 (six) months for License Fee (defined herein) free fit out and interiors (hereinafter referred to as the **"License Period"**). The same conditions shall apply in case of further extension of the License Period for 14 (Fourteen) years on the basis of First Right of Refusal (FROR) to the Licensee totaling to a maximum License Period of 30 (Thirty) years subject to the sole discretion of TIDEL.

4.2.4 All members of such entity shall be jointly and severally liable for the performance of the License Agreement.

4.3 Technical Qualifications

4.3.1. In the last five years, the Bidder should have an established track record of having Constructed / Leased / Licensed / Sublicensed / marketed at least 5,00,000 sq.ft of built-up area of a building, commercial or IT space.

4.3.2. The Bidder shall submit the document mentioned below along with the details for the project completed:

Copy of executed license or lease agreement or the relevant agreement as applicable as per Clause 4.3.1 / certificate from statutory auditor or any other document issued by Governmental Authority (*defined herein*) or any relevant authority of having licensed/leased/sublicensed, as applicable as per Clause 4.3.1, the commercial space

substantiated for meeting the technical qualifications as mentioned in Clause 4.3.1 above. Ongoing projects shall not be considered for qualification purposes.

4.4 Proposals:

The bids shall be submitted by the Bidder together in two parts comprising of technical bid and financial bid. The technical bid shall include the details for fulfilling the eligibility criteria and technical qualifications as laid down in this document (hereinafter referred to as the "**Technical Bid**"). The financial bid shall include the License Fee offered by the Bidder in the manner prescribed in this document (hereinafter referred to as the "**Financial Bid**"). Both the Technical Bid and Financial Bid shall be submitted by the Bidder on the same due date as mentioned in this RFP. The Financial Bid of a Bidder who does not fulfill the eligibility criteria in the Technical Bid shall be summarily rejected.

4.5 The Bidders shall not have a conflict of interest that affects the bidding process. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder shall be deemed to have a conflict of interest affecting the bidding process if the constituent of one bid is also a constituent of another bid. The submission of this bid shall be deemed by TIDEL to be an express declaration by the Bidder that his bid does not suffer from any conflict of interest.

4.5.1 Any Governmental Authority must not have banned/debarred doing business with the Bidder (including any member in case of Consortium) for any reason as on the date of tender submission. The Bidder should submit an undertaking to this effect in Annexure L (Qualification Criteria) of the RFP.

4.5.2 Also, no contract of the tender executed in either individual capacity or as a member in a Consortium, should have been rescinded/ terminated by TIDEL after award during last 3 (three) years (from the last day of the previous month of a tender submission) due to non- performance of the Bidder or any of Consortium members. The Bidder should submit an undertaking to this effect in Annexure L (Qualification Criteria) of the RFP.

4.5.3 In this RFP, any reference to 'Governmental Authority' shall mean the Government of India, the government of any state or any ministry, department, board, authority, instrumentality, agency, corporation (to the extent acting in a legislative, judicial or administrative capacity) or regulatory body exercising statutory powers under any Applicable Law (defined herein) under the direct or indirect control of the Government of India or any state government or any subdivision of any of them or owned or controlled by the Government of India, the state governments or any of their subdivisions, or any court, tribunal or judicial

body within India.

- 4.5.4 In this RFP, any reference to 'Applicable Law' shall include any statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, clearance, authorization, approval, directive, guideline, policy, requirement, governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any statutory or judicial or regulatory authority, whether in effect as of the date of this RFP or thereafter and in each case as amended, modified or substituted from time to time.

SECTION 5: CONTRACT DATA

SUMMARY OF GENERAL INSTRUCTIONS & NOTICE INVITING TENDER

S. No	Particulars	Details
1	Bid Document Availability	29.09.2023 to 30.10.2023
2	Method of Tender	Open Tender System (e-tender process) (Online submission of Volume-I (Technical Bid) and Volume-II (Financial Bid) through the website accessible at https://tntenders.gov.in/
3	Bid Security (EMD)	In the form of a bank guarantee for a sum of Rs. 18,00,000 (Rupees Eighteen Lakhs) payable along with the submission of the bid, valid for a period of not less than 30 (thirty) days beyond the Bid Validity Period (<i>defined herein</i>) and refundable not later than 60 (sixty) days after the expiration of the Bid Validity Period, including any extension thereof, or 60 (sixty) days after the issue of the letter of award, whichever is earlier, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Bank Guarantee under the License Agreement.
4	URL for online bid submission for e-tender.	https://tntenders.gov.in/
5	Address for any clarification	Managing Director, TIDEL Park Ltd, No. 4, I Floor, Rajiv Gandhi Salai, Taramani, Chennai – 600 113. Any clarification in the RFP shall be sought through e-mail before 12.00 P.M. on 11.10.2023 to the email id: tenders@tidelpark.com / marketing@tidelpark.com . Pre-bid meeting will be conducted in TIDEL Park Ltd. administrative office on 10.10.2023 at 04.00 P.M.
6	Date of closing of online e tender for submission of Technical and Financial Bid.	30.10.2023 up to 3.00 P.M.
7	Date and time of opening of Technical Bid electronically	31.10.2023 at 4.00 P.M.

8	Date & time of opening of Financial Bid electronically	Notified later through registered email to the Bidders who fulfil the qualification criteria and whose bids are found to be technically acceptable.
9	Documents to be uploaded	<p>Technical Bid: with necessary annexure and other documents to be uploaded as mentioned below.</p> <ul style="list-style-type: none"> A. Scope of Work and Details of the project B. Letter of Transmittal C. Bank Guarantee Format for Performance Bank Guarantee D. Affidavit for submission of performance Bank Guarantee E. Tender submission Form F. Structure and Organization of the Bidder G. Point of Contact of the Bidder for the Project H. Details of Financial Information I. Details of Termination of License by Any Other Body J. Status of Current Litigations, if any, of the Bidder. K. Details of Similar Projects Wherein Bidder is the Licensee L. Qualification Criteria M. Withdrawal of Conditions Letter N. Declaration – Cum – Undertaking O. Conditions P. Joint Bidding Agreement and Power of Attorney Formats Q. Health and Safety at Work Code R. Bank Guarantee Format for Bid Security S. Estimated Average Rental T. Comprehensive Maintenance <p>Financial Bid: Complete Financial Bid comprising of the quoted License Fee should be uploaded online.</p>
10	Bid Validity Period	90 days from the date of opening of Financial Bid.
11	Issue of Letter of Award (LoA)	After the declaration of the Selected Bidder.
12	Incorporation of SPV	Within 15 (fifteen) days from the date of LoA prior to signing the License Agreement.

13	Signing of License Agreement	Within 15 (fifteen) days from the date of LoA and upon submission of Performance Bank Guarantee.
14	Handing over of the respective Project premises	Not later than 90 days from the date of License Agreement.
15	Date of commencement of License Period under the License Agreement	Date of commencement of License Period shall be upon handing over the Project premises to the Licensee.
16	License Fee free fit out period	First 6 months of the License Period (<i>defined herein</i>).
16	Tenure of License (License Period)	16 years (including 6 months License Fee free fit out period) + extendable License Period of 14 (fourteen) years subject to the first right of refusal to the Licensee.
17	Performance Bank Guarantee	Amount equivalent to 3 (three) months License Fee (<i>defined herein</i>) at 100% occupancy in the Financial Bid to be paid within 15 (fifteen) days from the date of LoA and before the execution of the License Agreement in the form of Bank Guarantee in the format acceptable to TIDEL (hereinafter referred to as the " Performance Bank Guarantee "). This Performance Bank Guarantee shall be valid from the date of signing the License Agreement for the entire License Period and for a further period of 180 days from the expiry of the License Period. The said Performance Bank Guarantee shall be renewed every year to reflect the escalated License Fee.
18	Lock in Period	10 (ten) years from the date of the License Agreement.
19	License Fee	The License Fee quoted by the Bidder in the Financial Bid shall hereinafter be referred to as " License Fee " for the purposes of this RFP and shall include the following components: <ol style="list-style-type: none"> 1. Minimum License Fee 2. Additional License Fee 3. Windfall profit share.
20	Payment of License Fee	License Fee is payable based on the minimal occupancy committed or actual rate of occupancy whichever is higher. Year 1 – <ol style="list-style-type: none"> a. First 6 months License Fee free fit out period. b. Month 7 to end of Month 12, rental to be paid on actual

		<p>occupancy.</p> <p>Year 2 – minimum occupancy 45% of the Total Built Up Area or actual rate of occupancy, whichever is higher.</p> <p>Year 3 – minimum occupancy 75% of the Total Built Up Area or actual rate of occupancy, whichever is higher.</p> <p>Year 4 onwards – minimum occupancy 95% of the Total Built Up Area or actual rate of occupancy, whichever is higher</p>
21	Commencement of License Fee	<p>The License Fee shall be payable on:</p> <ol style="list-style-type: none"> 1. Actual occupancy in the third and fourth quarters of Year 1 of the License Period, after the completion of License Fee free fit out period of 6 months at the end of each respective quarter, within 10 days after the start of the subsequent quarter. 2. Quarterly in advance for subsequent quarters from Year 2 payable within 10 (ten) days before the start of the next quarter, such that the payment of License Fee for the first quarter of Year 2 of the License Period shall be done in the 12th month of Year 1 of the License Period and so forth.
22	Payment of Additional License Fee	<p>The Licensee agrees that additional License Fee for Additional Occupancy shall be paid in case of an increase in the occupancy levels at the end of each quarter when such Additional Occupancy occurs from Year 2 of the License Period, within 10 days after the start of the subsequent quarter and such payment shall commence from the date on which the Licensee receives the sub-licensee fee from the sub-licensee or after 2 months of deemed fit out period whichever is earlier.</p> <p>Additional License Fee = Additional no of sq.ft occupied * quoted monthly License Fee * (3 months – No of rent free month)</p>
23	Payment of Windfall Profit Share	<p>In case of an increase of the average rental, the increase so occurring will be shared equally between TIDEL and the Licensee. Windfall Profit shall be payable at the end of each quarter in which such increase in average rental occurs. The</p>

		<p>windfall profit is payable within 10 days after the start of the subsequent quarter, from Year 2 of the License Period.</p> <p>Windfall Profit Sharing Mechanism = Total Built up area handed over * (Actual Average Rental – Estimated Average Rental) * Occupancy rate</p>
24	Annual License Fee increment	5% (five percent) every financial year starting from financial year 2025-2026
25	Special Condition of Contract	<p>O & M includes comprehensive maintenance (provided in Annexure T) during the entire License Period, and it is under the scope of the Licensee.</p> <p>After the completion of lock in period (10 years) or tenure of license by the Licensee (16 years) or extended period, the Project premises should be handed over by the Licensee to TIDEL, subject to normal wear and tear.</p>
26	Statutory clearance and approvals	Scope of TIDEL
27	Other Terms	<p>Sublicense Agreements - All the sublicense agreements entered with sub-licensees should be shared with TIDEL along with registration documents immediately on registration. The Licensee shall enter into sublicense agreements only with persons engaged in business or as professionals in the IT/ITeS/BPM sector. The Licensee cannot enter into any sublicense agreement for the Project premises with any person or entity except business based in the IT/ITeS/BPM Sector</p> <p>Electricity – energy meter reading of every month billing cycle should be shared with TIDEL.</p> <p>BTU meter reading for consumption of Air conditioning of every month billing cycle should be shared with TIDEL.</p> <p>TIDEL's right of access to the Project premises – TIDEL shall have the right to periodically access the Project premises at least once every year in the duration of the</p>

		<p>License Period or extended License Period, if any, and monitor or perform checks of the Project premises to identify or ascertain any damages caused or monitor the repair works. TIDEL is entitled to demand the Licensee to undertake such works of repair or rectification of the damages identified, if any.</p> <p>Maintenance of Project premises – The Project premises which have been handed over to the Licensee under the License Agreement will be kept in good condition and maintained properly by the Licensee at their own cost, subject to normal wear and tear. The Licensee is prohibited from conducting any illegal activity in the Project premises. The Licensee shall obtain the consent of TIDEL to carry any activity in the Project premises.</p> <p>Interest on default in payments – The License Fee and all other payments due as per the License Agreement shall be duly payable on the date on which such payments become payable as provided herein. In case of delay in payment a cure period of 7 days shall be provided to the Licensee. In case of delay in payment of License Fee and/or all other payments due under the License Agreement, a simple interest at the rate of 17% per annum shall be levied. The interest shall be calculated from the expiry of the cure period of 7 days until the amount due is paid by the Licensee. In case of further delay in payment beyond a continuous period of 15 days or any further period agreed by TIDEL, the License Agreement shall be terminated at the discretion of TIDEL.</p>
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Place:

Date:

Signature of the Bidder:

SECTION 6: GENERAL INSTRUCTIONS

A. General Instructions

6.1 Introduction:

The bids under this RFP shall be submitted only electronically through the website accessible at <https://tntenders.gov.in/>. Detailed guidelines for viewing bids, enrollment and submission of online bids are given on the aforementioned website. The tender notice is also available in <https://www.tidelpark.com>. Prospective Bidders can login to this website and view the invitation for bids and can view the details of works for which bids are invited. The website <https://tntenders.gov.in/> also has "bidder manual kit" with detailed guidelines on enrolment and participation in the online bidding process. The user manuals can be downloaded for ready reference. Queries pertaining to the e- tendering system may be addressed to the E-Tender cell by sending an e-mail to etender@tn.nic.in.

6.2 Registration:

- i. The Bidders can enroll themselves on the website https://tntenders.gov.in using the "Online Bidder Enrollment". This enrollment is free at this point of time.
- ii. The Bidders are required to have enrollment/registration on the website by clicking on the link "Online bidder enrollment" which is free of charge.
- iii. As part of the enrollment process, the Bidders are required to choose a unique username and assign a password for their accounts.
- iv. Bidders are advised to register their valid email address and mobile number as part of the registration process. These details would be used for any communication from the e-portal.
- v. Possession of valid Digital Signature Certificate (DSC) (Class III Certificates with signing key usage) in the Bidder's company's name issued by any Certifying Authority recognized by Controller of Certifying Authorities, India (e.g., Sify / nCode / eMudhra etc.), is a prerequisite for registration and participation in the bid submission activities.
- vi. Only one valid DSC should be registered by a Bidder. Please note that the Bidders are responsible for ensuring that they do not lend their DSC to others which may lead to misuse.
- vii. Bidder can login to the site through the secured login by entering their user id / password and the password of the DSC / e-token.

- viii. The website also has user manuals with detailed guidelines on enrollment and participation in the online bidding process which can be downloaded for ready reference.
- ix. Correspondence details:

For queries related to registration and online bidding: e-mail: support.etender@nic.in Contact: 044-24466495 / 24902580 Extn. 332 24917850	For queries related to tender enquiry / specification: 1)Telephone: 044-22540050 2)Email : tenders@tidelpark.com / marketing@tidelpark.com
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6.3 Searching for Bid Documents

- i. There are various search options built-in the website, to facilitate Bidders to search active tenders by several parameters. These parameters could include tender id, organization name, location, date, value, etc.
- ii. Once the Bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective "My Tenders" folder. This would enable the Tamil Nadu Government e-Procurement Portal to intimate the Bidders through SMS / e-mail in case there is any corrigendum issued to the bid document.
- iii. The Bidder should make a note of the unique tender id assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk (National Informatics Centre (NIC)).

6.4 Preparation of Bids

- i. Bidder should take into account any corrigendum published on the bid document before submitting their bids.
- ii. Bidders are requested to go through the Notice Inviting Tender (NIT) and the bid document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.
- iii. Bidder, in advance, should keep ready the bid documents to be submitted as indicated in the bid document and generally, they can be in PDF / XLS formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing the

- size of the scanned document.
- iv. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g., PAN card copy, annual reports, auditor certificates etc.) has been provided to the Bidders. Bidders can use "My space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Anyhow, over and above the documents available in "My Space" option, it is the sole responsibility of the Bidder to ensure the uploading /submitting required documents as called for in the tender.
 - v. The completed bid comprising scanned copy of necessary technical and commercial documents should be uploaded on the website along with signed and scanned copies of requisite certificates, mentioned in the different sections in the bid document, with necessary attestation wherever called for, in the tender.
 - vi. The Bidder should submit the bid in two volumes: The first volume relates to Technical Bid submitting all the required technical details and documents complying with all the eligibility conditions and the other tender conditions/instructions in PDF Format. The second volume relates to Financial Bid furnishing the quote of License Fee for the Project in XLS Format.

6.5 Electronic submission of bids:

The Bidder shall submit online the requirements under qualification criteria, the technical documents required in the Technical Bid and Financial Bid. All the documents are required to be signed digitally by the Bidder. After electronic online bid submission, the system generates a unique bid reference number which is time stamped. This shall be treated as acknowledgement of bid submission.

6.6 Procedure for submission of bids:

- i. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii. The Bidder has to digitally sign and upload the required bid documents one by one as indicated in the bid document.

- iii. Bidder has to select the payment option as “pay online” to pay the Bid Security (hereinafter referred to as the “Bid Security”) amount. Only after payment of Bid Security, Bidder will be able to encrypt/upload their bids. TIDEL or any other authority is not responsible for any sort of difficulty faced/failure in submission of bids online by the Bidder. Notwithstanding the forgoing, the Bidders shall be liable to pay Bid Security in the form of a bank guarantee as annexed in Annexure R equivalent to a sum of Rs. 18,00,000 (Rupees Eighteen Lakhs).
- iv. A format for the Financial Bid has been provided with the bid document to be filled by all the Bidders. Bidders are requested to note that they should necessarily submit their Financial Bid in the format provided and no other format is acceptable.
- v. The server time (which is displayed on the Bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the Bidders, opening of bids etc. The Bidders should follow this time during bid submission.
- vi. All the documents being submitted by the Bidders would be encrypted using Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetrical key. Further this key is subjected to asymmetric encryption using bid openers’ public keys.
- vii. The uploaded bid documents become readable only after the tender opening by the authorized bid openers.
- viii. Upon the successful and timely submission of bids, (i.e., after clicking “Freeze Bid submission” in the portal) the portal will give a successful bid submission message and a bid summary will be displayed with the bid number and the date and time of submission of the bid with all other relevant details.
- ix. The Bidder is responsible to ensure they have sufficient time to submit an electronic bid prior to closing date and time including the payment of any fees including the Bid security and getting e-receipt. Contracting authority is not responsible for any failure, outside their control.
- x. TIDEL may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of TIDEL and Bidders subject to the previous deadline shall thereafter be subject to the extended deadline.

6.7 Late Bids

The electronic bidding system would not allow any late submission of bids after due date and

time as per server time.

6.8 Modification and withdrawal of bids:

- i. Bidders may modify their bids online before the deadline for submission of bids.
- ii. In case a Bidder intends to modify his bid online before the deadline, the Bidder need not make any additional payment for the same. For bid modification and consequential re-submission, the Bidder is not required to withdraw his bid submitted earlier. Modification and consequential re-submission of bids is allowed any number of times. The last modified bid submitted by the Bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. The Bidder may withdraw his bid by uploading his request before the deadline for submission of bids, however, if the bid is withdrawn, the re-submission of the bid is not allowed.
- iii. No bid may be modified after the deadline for submission of Bids.

6.9 Assistance to Bidders:

- i. Any queries relating to the bid document and the terms and conditions contained therein should be addressed to the relevant contact person indicated in the RFP.
- ii. Any queries relating to the process of online bid submission or queries in general may be directed to the 24x7 'Central Public Procurement Portal Helpdesk'.

6.10 Right to accept or reject any or all bids:

TIDEL reserves to itself the right to accept or reject any or all the bids, either in whole or in part, without assigning any reasons for doing so. Bid of Bidders who are under suspension / termination / banned / blacklisted by any PSU / Govt. Dept. or otherwise shall not be considered / accepted.

6.11 Miscellaneous

- a) The tender form must be filled in English. If any of the documents are missing, or unsigned, TIDEL, in its discretion may consider the tender invalid. All the pages of the tender including the pre bid clarification are to be numbered, signed and uploaded. The missing of any pages from the submission will lead to summary rejection of the bid.
- b) Requests for any change in rate or conditions of the bid after the opening of the bid will not be entertained.
- c) The License Fee quoted by the Bidder in the Financial Bid shall be payable in accordance to the details mentioned herein. Taxes and duties (including GST) payable during the course of the RFP and License Agreement will become payable by the Licensee.
- d) Each page of the bid documents should be signed by the person or persons with seal of the entity submitting the bid in token of his/their having acquainted himself/themselves with the conditions as laid down herein. Bid documents not so signed will be rejected. Any additions/ deletions/corrections/ omissions/modifications/clarifications in the RFP will also form part of the bid document.

6.12 Bid Security

- i. Prospective Bidder should pay a Bid Security amount as specified in the Contract Data in Section 4.
- ii. Online payment gateway has been enabled for TIDEL in TN Tenders Portal. All the payments for the tenders will be carried out by Bidders only through online payment mode. Bidders shall select the option for payment of Bid Security as Online [download the PDF document SI.10: Online payment Procedure-Online_Payment_Procedure_TN.pdf available from the website <https://tntenders.gov.in/> under 'Bidders Manual Kit']. The Bidders Manual Kit is available in right side bottom of the home page and follow the instructions step by step for online payment submission.
- iii. The Bid Security amount should be the exact amount and no excess or less amount should be transferred through online payment gateway. If excess or short, the tender status will be shown as invalid.

- iv. The Bid Security will not carry any interest.
- v. In order to avoid last minute delay in processing of payment online, Bidders are requested ensure payment of Bid Security well in advance (at least 3 days before the tender submission date).
- vi. As per the system requirements of TN e-tender website, the prospective Bidders are supposed to complete the Bid Security payment at least 72 hours before the cut off time of submission. Accordingly, all prospective Bidders are requested to pay Bid Security well in advance to ensure successful bid submission. TIDEL will not be responsible for any non-acceptance of bids by the e-tender portal due to delays in payment of Bid Security through online mode. Under no circumstances Bid Security payment will be accepted in offline or any other online modes or in the form of fixed deposit receipts of bank or insurance guarantee or cheque. Notwithstanding the foregoing, the Bidders shall be liable to pay Bid Security in the form of Bank Guarantee as annexed in Annexure R equivalent to a sum of Rs.18,00,000 (Rupees Eighteen Lakhs).
- vii. In respect of the successful Bidder, the Bid Security shall be returned (without any interest) by TIDEL on submission of Performance Bank Guarantee. In respect of the unsuccessful Bidders, the Bid Security shall be returned no later than 60 (sixty) days after the expiration of the bid validity period, including any extension thereof, or 60 (sixty) days after the issue of the letter of award, whichever is earlier. The Bid Security shall be valid for a period of not less than 30 (thirty) days beyond the Bid Validity Period.

6.13 The Bid Security made by Bidder will be forfeited after e-tender opening:

- i. If the Bidder withdraws his bid or backs out after acceptance of the bid or fails to remit the Performance Bank Guarantee.
- ii. If the Bidder revises any of the terms quoted during the validity period of the bid.
- iii. If the Bidder violates any of the conditions of the RFP specification.
- iv. If, the documents furnished by the Bidder are found to be bogus or the documents contain false particulars.
- v. If, the Selected Bidder fails to execute the agreed License Agreement within the stipulated time.
- vi. If the bid qualification requirements are found to be fraudulent/ non- genuine, the Bid Security paid will be forfeited in addition to blacklisting in future contracts with TIDEL.

- vii. Non submission of Performance Bank Guarantee within the stipulated period.

6.14 Rejection of Bid

- A) Bid will be summarily rejected if:
 - i. Received by post / courier / telex / telegram / fax / e-mail/ any other mode other than e-submission.
 - ii. Received with Bid Security in any other mode of payment other than online.
 - iii. Not accompanied with attested copies of evidences for meeting the bid qualification requirement.
 - iv. Does not meet the bid qualification requirement.
 - v. Received from a Bidder whose past performance is not satisfactory.
 - vi. The documents furnished with the offer being found to be bogus or the documents contain false particulars.
 - vii. License Fee is indicated in Technical Bid.
 - viii. Incomplete and evasive offer.
 - ix. Not in the prescribed form and procedure.
 - x. If at any stage before the acceptance of bid, it comes to the notice of the competent authority that the Bidder has been blacklisted / banned by any State / Central Government organizations, PSUs, institutions or joint ventures or associates of TIDEL and its promoters or has left incomplete any contract awarded by these entities.
- B) Bid is **LIABLE** for rejection if,
 - i) Received without GSTIN NUMBER
 - ii) Not in conformity with TIDEL commercial terms
 - iii) With bid validity period is less than 90 (ninety) days and
 - iv) Not containing all required particulars.

6.15 Performance Bank Guarantee

The Bidder shall provide a performance bank guarantee to TIDEL for performance of its obligations under the License Agreement for a sum equivalent to 3 (Three) months of the quoted License Fee at 100% occupancy within 15 (fifteen) days of LoA and before the execution of the License Agreement in the form of bank guarantee in the format acceptable to TIDEL (hereinafter the performance bank guarantee shall be referred to as the "**Performance Bank Guarantee**"). This Performance Bank Guarantee shall be valid from the date of signing the License Agreement and for the entire License Period and for a further period

of 180 days from the expiry of the License Period. The value of the Performance Bank Guarantee shall be renewed every year on the escalated License Fee.

6.16 Modifications/Clarifications to Bid Documents:

- i. At any time after the commencement of e-Tender and before the closing of the event, TIDEL may make any changes, modifications or amendments to the bid documents and same will be available to the Bidders through corrigendum which can be downloaded from the login.
- ii. In case any Bidder asks for a clarification on the bid documents before the date specified, TIDEL will clarify the same.
- iii. If any Bidder raises clarifications after the opening of the tender, the clarification issued earlier during pre-bid meeting by TIDEL will be final and binding on the tender.
- iv. All information in the tender shall be in English only. It shall not contain interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder. Such erasures or other changes in the bid documents shall be attested by the authorized persons signing the bid.

6.17 Quotation of License Fee

- i. License Fee should be quoted in figures with two decimals only and further expanded in words.
- ii. The Bidders should take into account the following while quoting the License Fee:
 1. The reserve price fixed for the bid is INR 28 (twenty-eight) per sq. ft/month payable quarterly (hereinafter referred to as the "**Reserve Price**").
 2. The Bidder has to quote over & above the Reserve Price of INR 28 (twenty-eight) per sq. ft/month.
 3. The Bidder who is quoting the highest License Fee over and above the Reserve Price (H1) shall be declared by TIDEL as the Successful Bidder and shall be awarded the Project.
 4. The License Fee shall be payable:
 - i. On actual occupancy in the third and fourth quarter of Year 1 of the License

Period, after the completion of License Fee free fit out period of 6 months, at the end of each respective quarter, within 10 days after the start of the subsequent quarter.

- ii. Quarterly in advance for subsequent quarters, within 10 (ten) days before the start of the next quarter, such that the payment of License Fee for the first quarter of Year 2 of the License Period shall be done in the 12th month of Year 1 of the License Period and so forth.

5. The License Fee is fixed in terms of rate/square feet/month.

6. The Licensee shall pay a mandatory Minimum License Fee (*defined herein*) as per the formula enumerated below:

Minimum License Fee = Total built up area handed over * Minimum Occupancy * quoted monthly License Fee * 3 (Months) (hereinafter referred to as the "**Minimum License Fee**")

Where,

- i. Total Built Up Area refers to the built-up area handed over to the Licensee.
- ii. The License Fee is payable based on the minimal occupancy rate or actual rate of occupancy whichever is higher.

Minimum Occupancy refers to:

Year 1 –

- First 6 months License Fee free fit out period,
- Month 7 to end of Month 12, rental to be paid on actual occupancy.

Year 2 – minimum occupancy 45% of the Total Built Up Area or actual rate of occupancy, whichever is higher

Year 3 – minimum occupancy 75% of the Total Built Up Area or actual rate of occupancy, whichever is higher

Year 4 onwards – minimum occupancy 95% of the Total Built Up Area or actual rate of occupancy, whichever is higher

- iii. Quoted Monthly License Fee refers to the License Fee quoted by the Bidder in the Financial Bid payable monthly.

- iv. 3 refers to 3 months

7. The Licensee agrees that additional License Fee for Additional Occupancy (*defined herein*)

shall be paid in case of an increase in the occupancy levels at the end of each quarter when such Additional Occupancy occurs from Year 2 of the License Period, within 10 days after the start of the subsequent quarter and such payment shall commence from the date on which the Licensee receives the sub-licensee fee from the sub-licensee as per the formula below:

Additional License Fee = Additional no of sq.ft occupied * quoted monthly License Fee * (3 months – No of rent free months)

Where,

- i. Actual Occupancy refers to average occupancy rate for the respective quarter
- ii. Additional no of sq.ft occupied refers to the occupancy over and above the Minimum Occupancy
- iii. The License Fee is payable based on the minimal occupancy rate or actual rate of occupancy whichever is higher.

Minimum Occupancy refers to:

Year 1 –

- First 6 months License Fee free fit out period,
- Month 7 to end of Month 12, rental to be paid on actual occupancy.

Year 2 – minimum occupancy 45% of the Total Built Up Area or actual rate of occupancy, whichever is higher

Year 3 – minimum occupancy 75% of the Total Built Up Area or actual rate of occupancy, whichever is higher

Year 4 onwards – minimum occupancy 95% of the Total Built Up Area or actual rate of occupancy, whichever is higher

- iv. Quoted Monthly License Fee refers to the License Fee quoted by the Bidder in the Financial Bid payable monthly.

- v. 3 refers to 3 months

8. Further the Licensee also agrees that in case there is an increase of the average rental, the Licensor is entitled to a windfall profit sharing. The increase of average rental so occurring shall be shared equally between TIDEL and the Licensee. Windfall profit shall be

payable at the end of each quarter in which such increase in average rental occurs, within 10 days after the start of the subsequent quarter from Year 2 of the License Period onwards. The **windfall profit sharing** mechanism shall be calculated as follows:

Windfall Profit Sharing Mechanism= Total BUA handed over * (Actual Average Rental- Estimated Average Rental) * Occupancy rate

Where,

- i. Total Built Up Area refers to the built up area handed over to the Licensee
- ii. Estimated Average Rental as specified in Annexure S
- iii. Actual Average Rental w.r.t. space licensed out Occupancy refers to:

Year 1 –

- First 6 months License Fee free fit out period,
- Month 7 to end of Month 12, rental to be paid on actual occupancy.

Year 2 – minimum occupancy 45% of the Total Built Up Area or actual rate of occupancy, whichever is higher

Year 3 – minimum occupancy 75% of the Total Built Up Area or actual rate of occupancy, whichever is higher

Year 4 onwards – minimum occupancy 95% of the Total Built Up Area or actual rate of occupancy, whichever is higher

The License Fee is payable based on the minimal occupancy rate or actual rate of occupancy whichever is higher.

License Fee shall include the following components

4. Minimum License Fee
5. Additional License Fee
6. Windfall profit share.

6.18 Incomplete Bids

- i. Bid, which is incomplete, obscure or irregular will be rejected.
- ii. The bid document shall contain full information asked for, in the accompanying schedules and elsewhere in the specification.
- iii. Bidder shall bear all costs associated with the participation in the e-tender and TIDEL will in no case be responsible or liable for these costs.
- iv. No bid shall be withdrawn by the Bidder in the interval between the deadline for

submission and the expiry of the period of validity specified / extended validity of the bid.

6.19 Opening of Technical Bids (Vol-I):

The Technical Bid will be opened electronically at 15:00 Hours on the date notified by TIDEL through <https://tntenders.gov.in/>. Bidders need not visit this office during bid opening, whereas Bidders can witness the bid opening event through their login.

6.20 Opening of Financial Bids (Vol – II):

The date and time of opening of Financial Bid shall be later notified through registered email to the Bidders who fulfil the qualification criteria and whose bids are found to be technically acceptable. In the event of the opening day of the bid is declared as a holiday / closed day/ or if bids could not be opened due to unforeseen circumstances on that day, such as force majeure, the bids will be opened on the next appointed time and date to be notified later.

The Bidder who is quoting the **highest License Fee (H1) shall be declared by TIDEL as the Successful Bidder** and shall be awarded the Project. In case, two or more technically qualified Bidders quote the same amounts as the License Fee in the Financial Bid i.e., H1, then the Successful Bidder shall be declared among the equals who quoted the highest License Fee based on the assessment of qualification criteria. The decision of TIDEL shall be final.

6.21 Information required and clarifications:

In the process of examination, evaluation and comparison of bids, TIDEL may at its discretion, ask the Bidders for necessary clarification of the bid as TIDEL may deem fit. All responses to requests for clarifications shall be in writing to the point only. No change in the quoted License Fee of the offer shall be permitted. TIDEL will examine the said clarifications of the bid to determine whether they are complete, whether any computational errors have been made, whether required documents have been furnished, whether the documents have been properly signed and whether the offers are generally in order. The bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award / rejection is made by the TIDEL to the Bidders. The Bidders shall not make attempts to establish unsolicited and unauthorized contact with the TIDEL, its representatives, or TIDEL's Tender Scrutiny Committee after the opening of the bid and prior to the notification of the award and any attempt by any Bidders to bring to bear extraneous pressures on TIDEL shall be sufficient reason to disqualify the Bidder. Mere submission of any bid connected with

these documents shall not constitute any agreement. The Bidder shall have no cause of action or claim, against TIDEL for rejection of their bid. TIDEL shall be at liberty to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the Bidders shall have no claim in that regard against TIDEL.

6.22 Negotiation

Negotiation will be carried out by TIDEL with the H1 Bidder after opening of bids at its discretion. TIDEL reserves the right to carry out negotiation with the H1 Bidder after opening of Financial Bid.

6.23 General

- i. On receipt of Letter of Award (LoA) from TIDEL, the Selected Bidder shall execute the License Agreement within 15 (fifteen) days from the issue of Letter of Award or such extended time by TIDEL failing which the Letter of Award issued by TIDEL stands cancelled and TIDEL shall within rights to negotiate with the next Bidder.
- ii. The License Agreement shall not be sublicensed except with the written consent of TIDEL. In case of breach of these conditions, TIDEL may serve a notice in writing to the Selected Bidder / rescinding the License Agreement whereupon the Performance Bank Guarantee shall stand forfeited to TIDEL, without prejudice to its other remedies/rights against the Selected Bidder under any of the documents including the License Agreement.
- iii. It is the sole responsibility of the Bidder to inspect the Project premises and understand the Project premises conditions etc., and obtain all the information which may be necessary for the purpose of submission of the bid at its cost and the Bidder must have satisfied himself before submitting of the Bid and entering into a License Agreement.
- iv. The Selected Bidder must note that all performance of the Project shall be strictly in accordance with the requirements and fulfillments of the local/public authorities, statutory approvals, Applicable Law and to the requirements of TIDEL and no deviation on any account will be permitted.
- v. Supply of water and electricity required for the Project shall be made available by TIDEL from the point of source to the location of the Project only. Thereafter, the said water and electricity charges shall be borne by the Licensee right from the License Period.
- vi. The Bidder shall strictly comply with the provision of Health and Safety at Work Code annexed hereto. The Bidder shall keep TIDEL fully indemnified against any claims or liabilities arising out of Selected Bidder's lapse in safety practices.

6.24 Final Decision-Making Authority

TIDEL reserves the right to accept or reject any of the bid(s) without assigning any reasons thereof. The decision of TIDEL is final and binding and is not open for any legal challenge. All bids, documents and other information submitted by the Bidders to TIDEL shall become the property of TIDEL. Bidders shall treat all information furnished as strictly confidential. TIDEL will not return any submission.

6.25 Pre-bid Meeting and Clarifications

A Pre-Bid Meeting will be held on 10.10.2023 at 04:00 P.M at TIDEL PARK Ltd, No. 4, I Floor, Rajiv Gandhi Salai, Taramani, Chennai 600 113. Clarifications required by the Bidders may be sought in writing from TIDEL before or during the Pre-bid Meeting. Clarifications issued by TIDEL and the minutes of Pre-Bid Meeting, which form part of the bid documents shall be uploaded on our websites. No queries written or oral shall be entertained after the Pre-Meeting.

**B. INFORMATION & INSTRUCTIONS TO APPLICANT AND
QUALIFICATION INFORMATION:**

1. General

1.1 Letter of Transmission and information required for qualification shall be submitted as per formats attached to this RFP.

1.2 All information called for shall be furnished against the respective columns in the enclosed formats. If the space in the format is insufficient for furnishing full details, separate sheets may be used duly stating the reference to the format and serial number therein. Separate sheets shall be used for each format. If information is furnished in separate document, reference to the same should be given against respective column(s). If information is 'Nil' it should also be mentioned as "Nil" or "No such case". If any particular query is not applicable to the Bidder it should be stated as "Not Applicable". However, the Bidders are cautioned that not giving complete information called for in the tender in the form required or not giving it in clear terms or making any change in the prescribed forms may result in disqualification of the Bidder.

1.3 Supporting documents such as annual accounts, balance sheets, client's certifications, testimonials etc., if attached in any other language, should be translated in English. The Embassy / Official Diplomatic Mission of the Bidder's country in India must certify that English documents are true and accurate translation of original documents.

1.4 The bid document shall be submitted in typewritten/handwritten form online. The Bidder's signature and seal of the firm shall appear on each page of the bid.

1.5 All pages of the bid document shall be numbered, signed and submitted in a single cover along with a signed Letter of Transmittal as attached in this RFP.

1.6 References, information and certificates if any from the respective clients certifying for performance and suitability, know-how or capability of the Bidder shall be signed by the authorized signatory of client of the Bidder.

1.7 The Bidder is advised to furnish any additional information, which they think is

necessary for showing its capabilities. No further information will be entertained after submission of qualification bid document unless it is called for by TIDEL.

1.8 Documents submitted in connection with the bid will be treated as confidential and will be the properties of TIDEL and the same shall not be returned to the Bidders.

1.9 The cost incurred by the Bidders in preparing their bid, in collecting information, in providing clarifications or attending discussions, conferences or in making presentations, site visit etc. in connection with this bid will not be reimbursed by TIDEL under any circumstances.

1.10 Canvassing or influencing in any form will entail disqualification.

1.11 TIDEL reserves the right to approach individuals, employers, companies and corporations to verify Bidder's competency and general reputation.

1.12 The particulars of the Project given herein must be considered only as information and a general guide to assist Bidders.

1.13 All work done by the Selected Bidder in the Project shall be done in compliance with Applicable Laws for this purpose.

2. Eligible Bidders:

2.1 The Bidder may be any well-established and reputed entity i.e., a partnership firm or a company having its registered office in India or a foreign country with a branch office in India and incorporated under the Companies Act 1956/2013 or a combination of above in the form of Consortium. The bid made by a partnership firm, shall be signed by all the partners of the firms above their full typewritten/handwritten names and current addresses, or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the bid. In case if the partnership provides for the appointment of the managing partner and if he is empowered in terms of the partnership deed to sign any documents on behalf of the firm then the said managing partner can sign the

documents. A certified copy of the deed, full names and current addresses of all the partners of the firm along with the copy of the certificate issued by the Registrar of Firms registering the partnership deed shall also accompany the bid.

2.2 The bid made by a firm shall be signed by authorized signatory or power of attorney holder or the managing partner as explained supra. However, the supporting documents evidencing the said authorization shall be submitted along with the bid documents.

2.3 The Financial Bid of only those Bidders, who fulfill the eligibility criteria in the Technical Bid, will be evaluated.

2.4 Any change in the legal status of a Bidder subsequent to submission of bid will be subject to approval of TIDEL.

2.5 Bidders under Consortium of not more than 2 (two) entities are permitted.

3 Submission of Bid Documents:

3.1. To be eligible for qualification, Bidders shall provide evidence to suitability of their meeting the criteria and furnish details giving their full bio-data, organization, etc. to establish their credibility, capacity, competence, and possession of adequate resources to carry out the contracts effectively and for this, the Bidders submitted shall include the following:

S. No	Documents	Annexure
1	Tender Submission Form	E
2	Letter of Transmittal	B
3	Copies of original documents defining the legal status of the Bidder, its structure and organization, place of registration and principal place of business of the Bidder	F
4	The point of contact of the Bidder for the Project including the qualification and experience of key personnel proposed for the Project	G
5	Details of Financial Information	H
6	Details of termination of license by any other body	I

7	Details of status of current litigations initiated against the Bidder and the status	J
8	Details of Similar Projects Wherein Bidder is the Licensee	K
9	Current Solvency Certificate or letter of support from the Bidder's Banker for an amount of Rs. 8 Crores (Rupees Eight Crores Only) not earlier than three months from the date of tender.	L (II)
10	Details of cases in which Bidder is barred or blacklisted from the tendering process, if any. Black-listed agencies' tender is liable to be rejected	L (V)
11	Reports on the financial standing of Bidder such as Profit & Loss statements, balance sheets and auditor's report for the last 3 years. The authenticity of all financial statements, bank certificates, certificate of registration / incorporation of company under appropriate laws of the Bidder's country and all other related documents etc. submitted by multinational companies must be verified and certified by a leading international accounting firm authorized to operate in India. The certification must state that the financial statements, bank certificates, documents etc. are authenticated and prepared as per applicable local laws / standards / practices in the country of Bidder.	L (I)
12	The Bidder should be any well-established and reputed entity i.e., a partnership firm or a company having its registered office in India or a foreign country with an office in India and incorporated under the Companies Act 1956/2013 or a combination of above in the form of Consortium.	L (III)
13	Constructed/ Leased/licensed or sublicensed / marketed at least 5,00,000 sq ft of built-up area of a building, commercial or IT space.	L (IV)
14	Withdrawal of Conditions Letter	M
15	Declaration cum Undertaking	N

16	Bid Security	R
----	--------------	---

3.2 The language of the License Agreement is in English. All governing laws and jurisdiction shall be as per laws in the State of Tamil Nadu and Laws of India and only courts in Chennai shall have jurisdiction over all matters arising out of or relating to this Project.

3.3 All times and dates mentioned in this RFP are Indian Standard Time (IST). Indian Standard Time only will be followed for communication and other purposes.

3.4 Any deviation from the above said submittal procedures, shall disqualify the bid.

3.5 The Bidders must provide evidence of having adequate experience in similar project. This should include supporting certificates of reports relating to financial, technical and other capability of the Bidder.

3.6 The Bidders are required to make a presentation on their organization, performance, capabilities etc., upon request from TIDEL.

3.7 The Bidders shall provide all facilities to TIDEL for verification of the information / details furnished by them for qualification and also for inspection of their work carried out / in progress if requested.

SECTION 7: FRAUD AND CORRUPT PRACTICES

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process and subsequent to the issue of the LoA and during the subsistence of the License Agreement. Notwithstanding anything to the contrary contained herein, or in the LoA or the License Agreement, TIDEL may reject a bid, withdraw the LoA, or the TIDEL may terminate the License Agreement, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, as the case may be, 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. In such an event, the TIDEL shall be entitled to forfeit and appropriate the Performance Bank Guarantee, as damages, inter alia, time, cost and effort of the TIDEL including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the TIDEL under the bidding documents and/ or the License Agreement, or otherwise. Without prejudice to any other rights of the TIDEL under this Section and the rights and remedies which the TIDEL may have under the LoA or the License Agreement, or otherwise if a Bidder, is found by the TIDEL 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, or after the issue of the LoA or the execution of the License Agreement, such Bidder shall be disqualified from participating in any of the future bids/tenders or RFP issued by the TIDEL during a period of 2 (two) years from the date such Bidder, as the case may be, is found by the TIDEL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

7.1 For the purposes of this Section, 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 TIDEL 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 License 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 TIDEL, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or (ii) engaging in any manner whatsoever, whether during the bidding process or after the issue of the LoA or after the execution of the License Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the License Agreement, who at any time has been or is a legal, financial or technical adviser of the TIDEL in relation to any matter concerning the Project within a period of 2 years of the award of 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) "Unfair practice" means (i) establishing contact with any person connected with or employed or engaged by the TIDEL 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.

SECTION 8: ANNEXURES

ANNEXURE A: Scope of Work and Details of the Project

Scope of Work

- Licensing of the IT Park at Pattabiram, Chennai, Tamil Nadu comprising of IT space and commercial space including food court, gym and indoor games.
- O & M including comprehensive maintenance as per Annexure T during the entire License Period including incurring additional capital expenditure, repairs and maintenance.

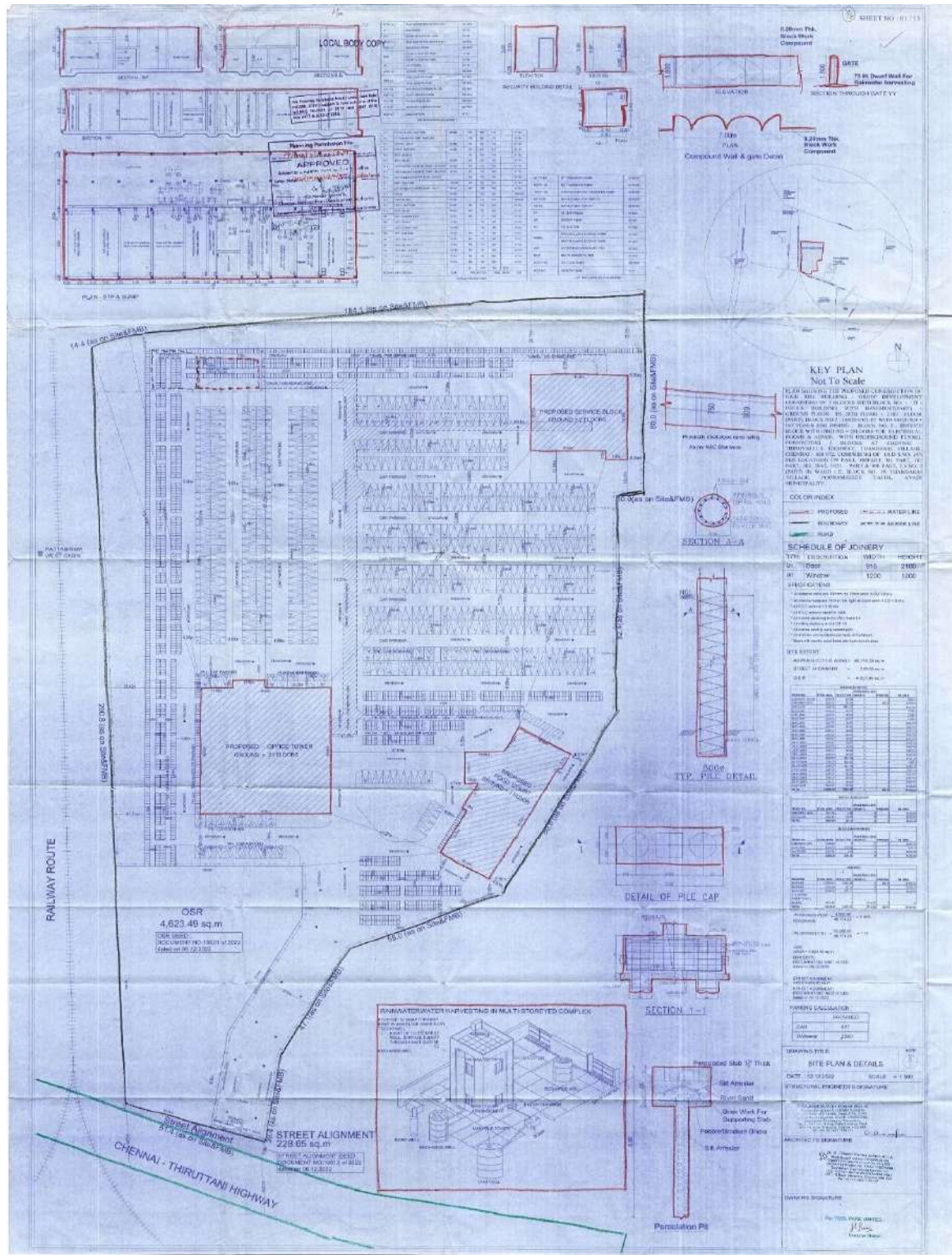
DETAILS OF THE PROJECT

1. Area Statement:

Sl. No	Description	Built Up Area
		Area / Sq. ft
	Main Building	
1	Ground Floor	24,600.00
2	First Floor	16,612.00
3	Second Floor	24,600.00
4	Third Floor	24,600.00
5	Fourth Floor	24,600.00
6	Fifth Floor	24,600.00
7	Sixth Floor	25,387.00
8	Seventh Floor	25,387.00
9	Eighth Floor	25,387.00
10	Ninth Floor	25,387.00
11	Tenth Floor	25,387.00
12	Eleventh Floor	25,387.00
13	Twelfth Floor	25,387.00
14	Thirteenth Floor	25,387.00
15	Fourteenth Floor	14,391.00
16	Fifteenth Floor	14,698.00
17	Sixteenth Floor	14,698.00
18	Seventeenth Floor	25,387.00
19	Eighteenth Floor	25,387.00
20	Nineteenth Floor	25,387.00
21	Twentieth Floor	25,387.00
22	Twenty first Floor / Penthouse	13,400.00
	Main Building Total (A)	5,01,443.00
	<u>Restaurant Building</u>	
23	Ground floor area	13,799.00
24	First floor area	13,875.00
	Restaurant Building Total (B)	27,674.00
	Grand Total (A+B)	5,29,117.00

2. Building Drawings

a.) Site plan



LOCAL BODY COPY

GROUND FLOOR PLAN

FIRST FLOOR PLAN

NOTE: FULLY MECHANICALLY VENTILATED

COLOR INDEX

SCHEDULE OF JOINERY

NO.	ITEM	QUANTITY	UNIT	PRICE
1	DOOR	100	NO.	100
2	WINDOW	100	NO.	100
3	ROOFING	100	NO.	100
4	PAINTING	100	NO.	100
5	PLASTERING	100	NO.	100
6	CEILING	100	NO.	100
7	FLOORING	100	NO.	100
8	WALLING	100	NO.	100
9	DOOR	100	NO.	100
10	WINDOW	100	NO.	100
11	ROOFING	100	NO.	100
12	PAINTING	100	NO.	100
13	PLASTERING	100	NO.	100
14	CEILING	100	NO.	100
15	FLOORING	100	NO.	100
16	WALLING	100	NO.	100
17	DOOR	100	NO.	100
18	WINDOW	100	NO.	100
19	ROOFING	100	NO.	100
20	PAINTING	100	NO.	100

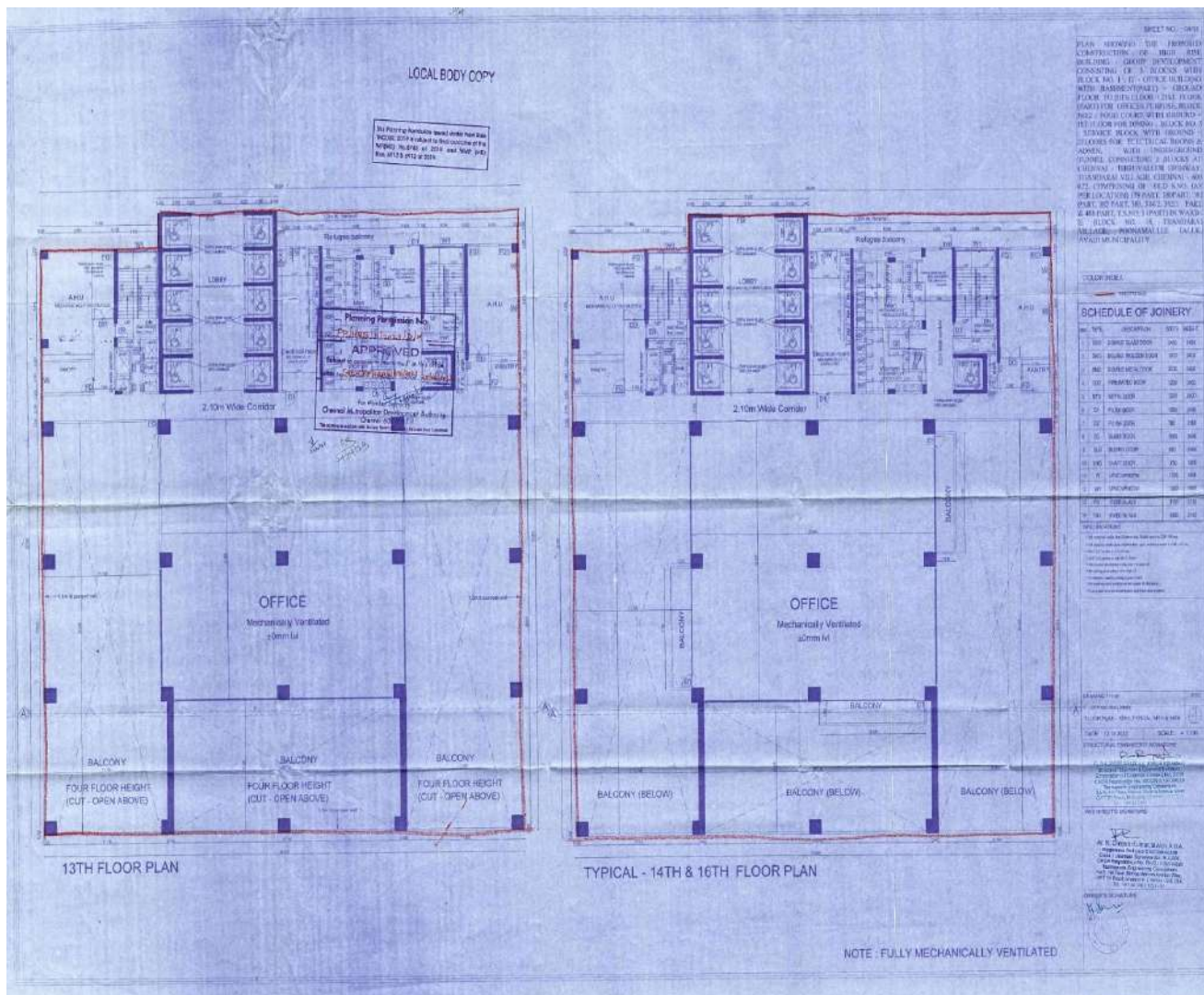
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TYPICAL FLOOR PLAN - (2 to 4)

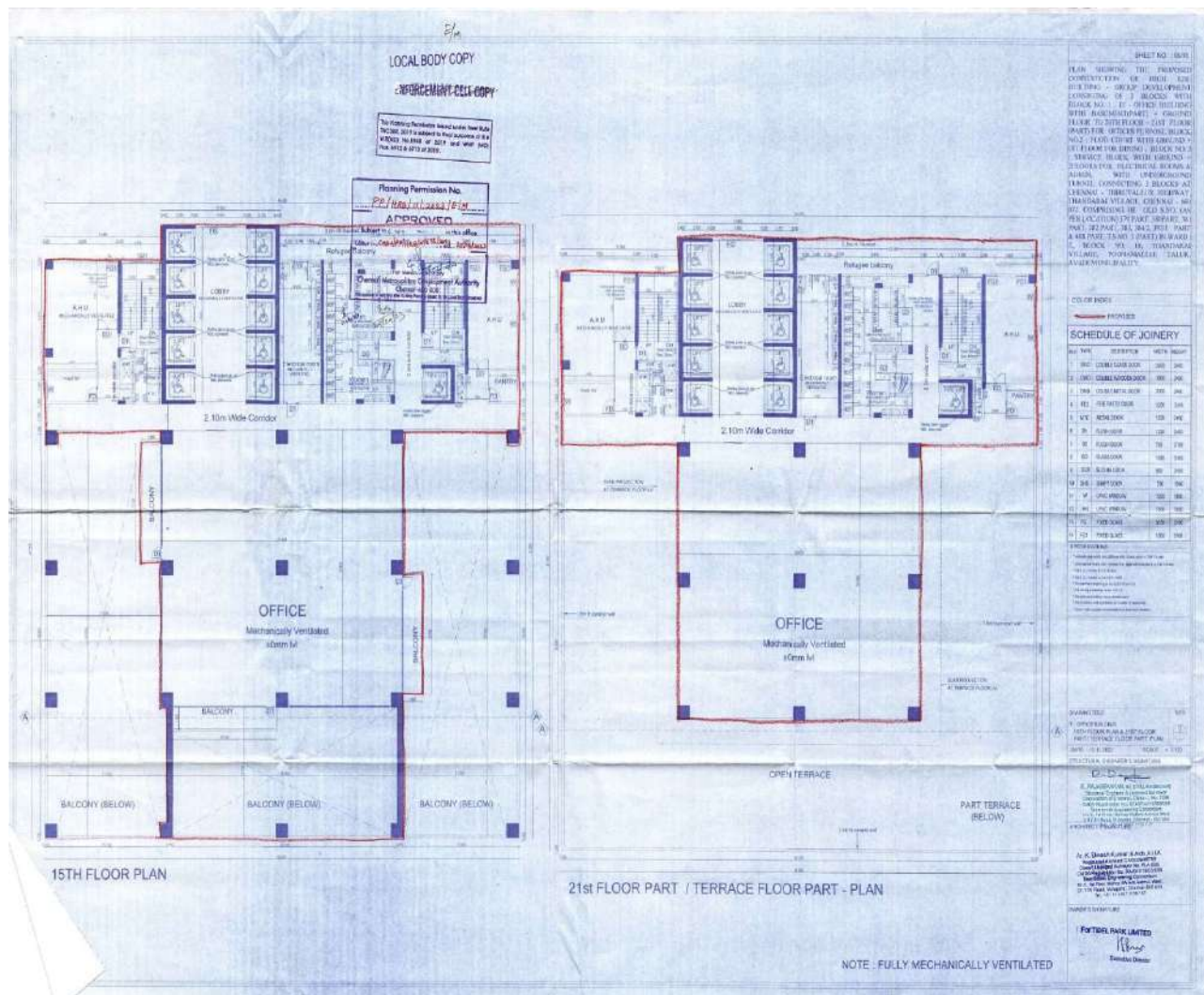
TYPICAL FLOOR PLAN - 5 to 12 & 17 to 20

NOTE : FULLY MECHANICALLY VENTILATED

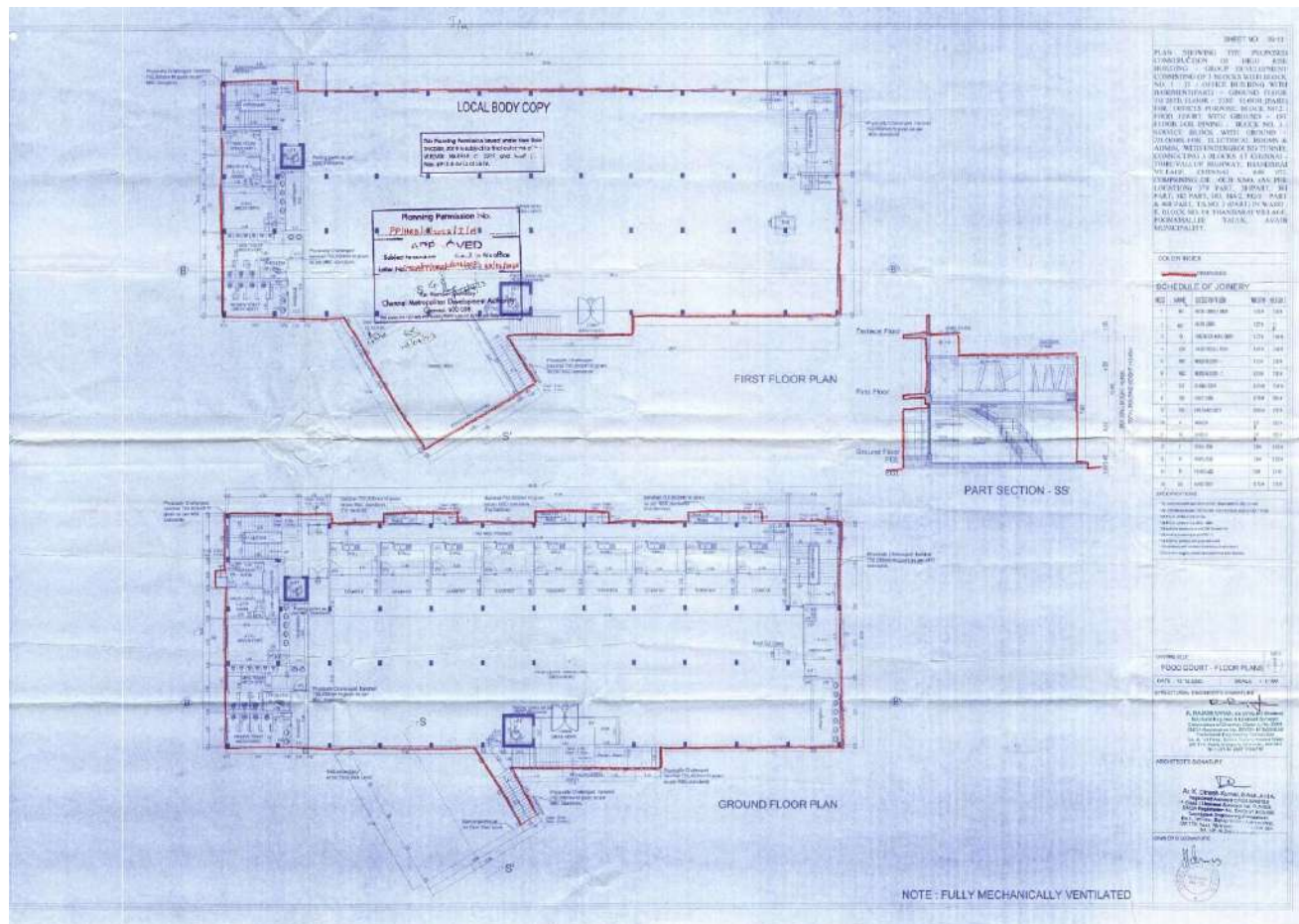
d.) Floor plan 13th and 14th ,16th



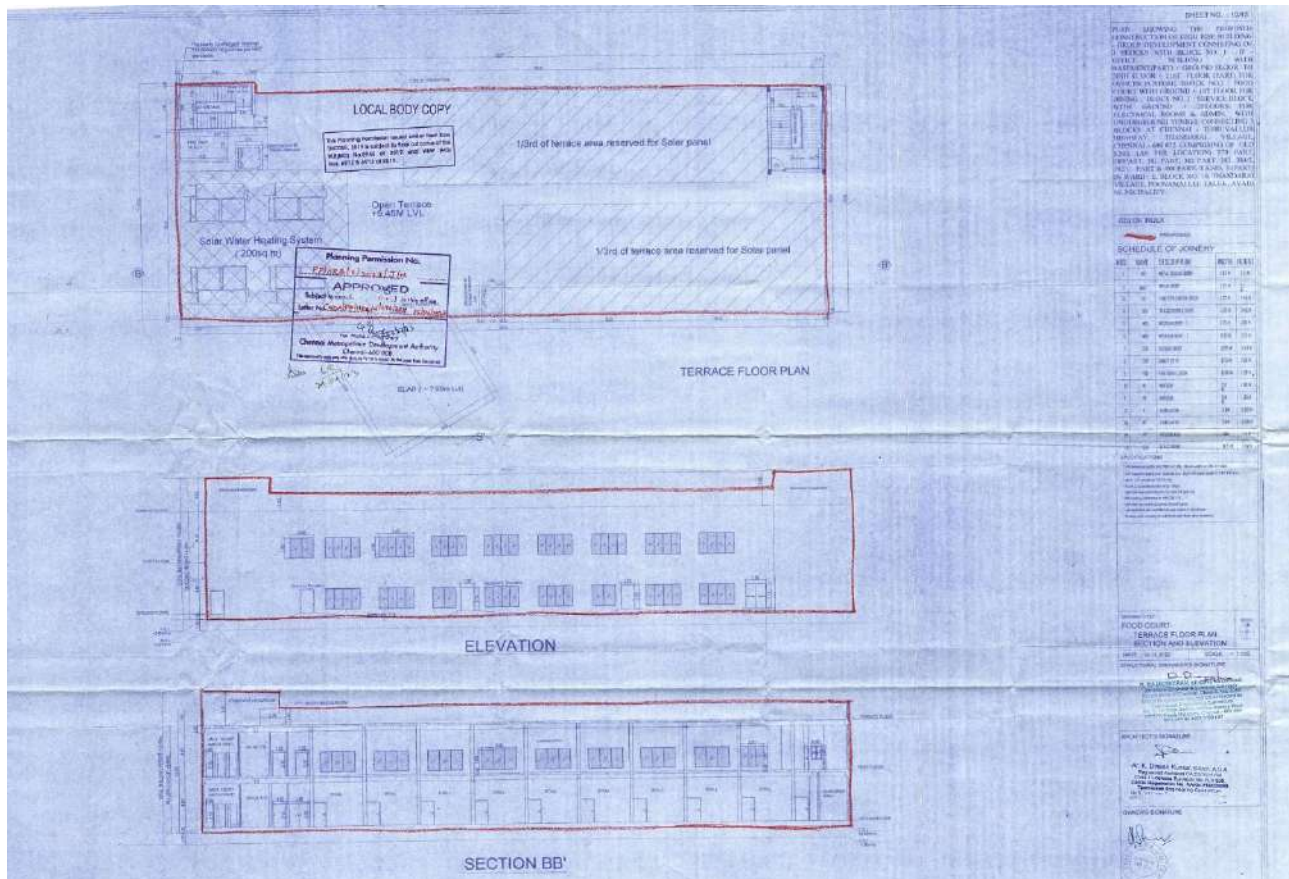
e.) 15th & 21st floor plan



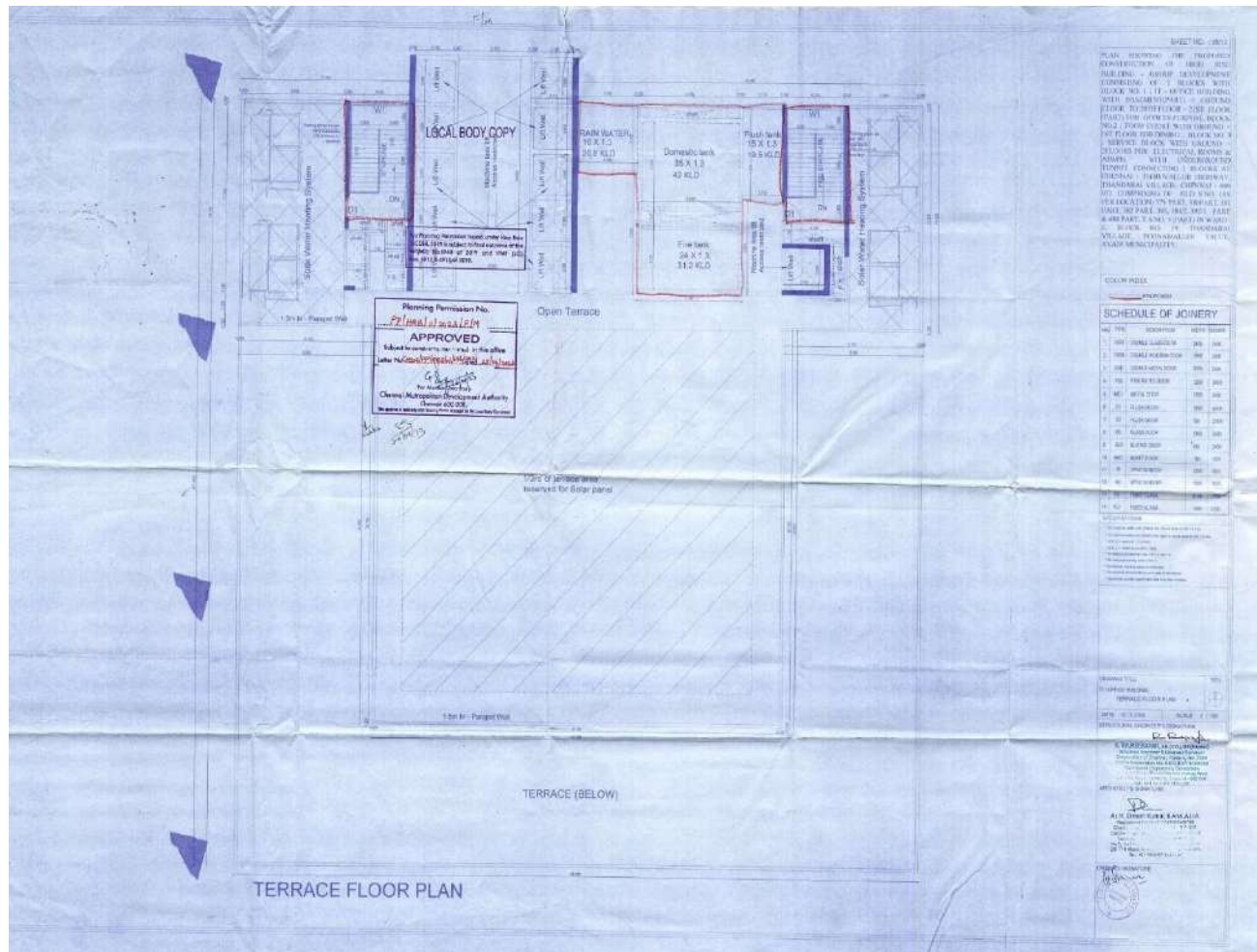
f.) Restaurant building floor plan



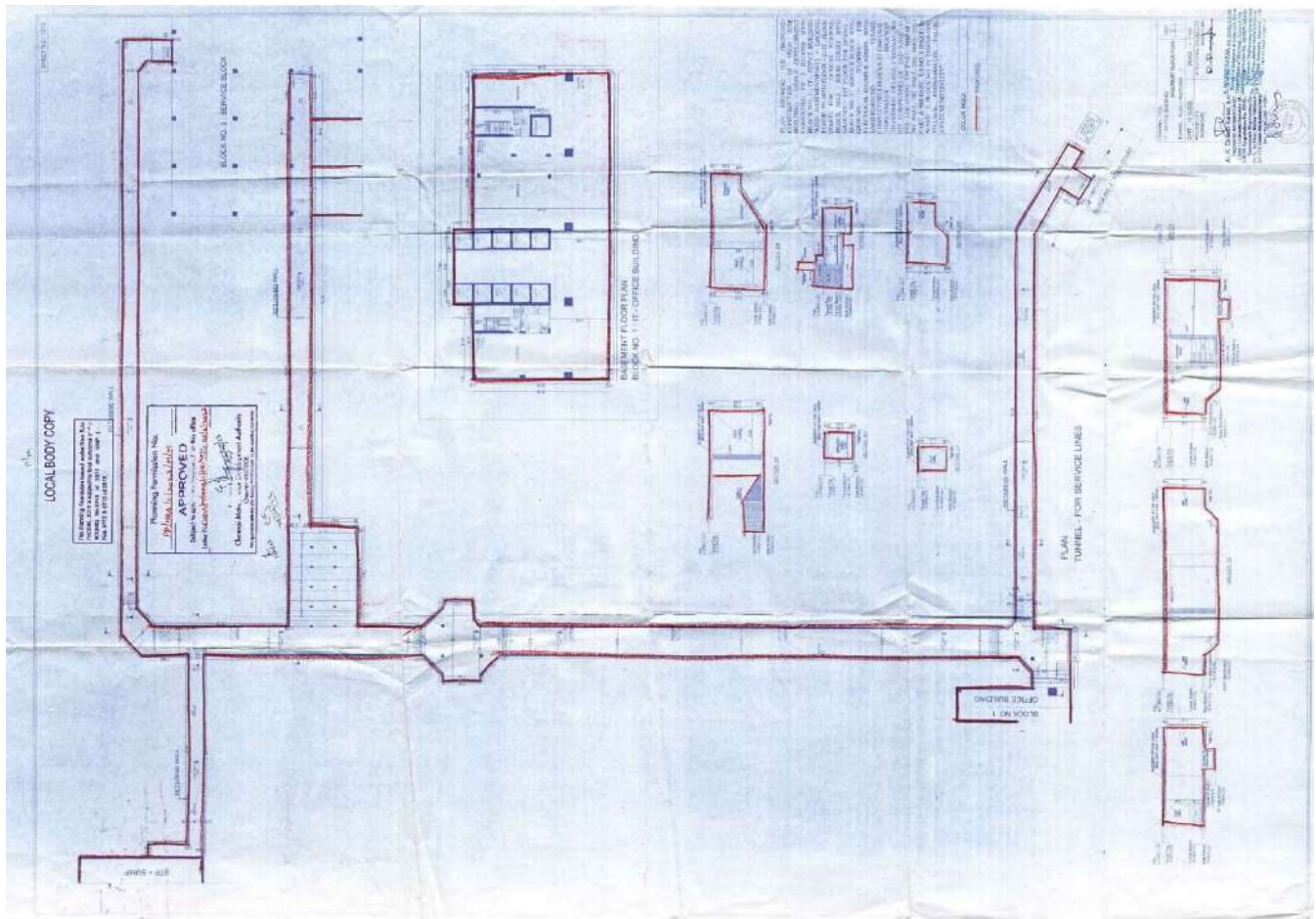
g.) Restaurant building Terrace, section and elevation



h.) Main building terrace floor plan

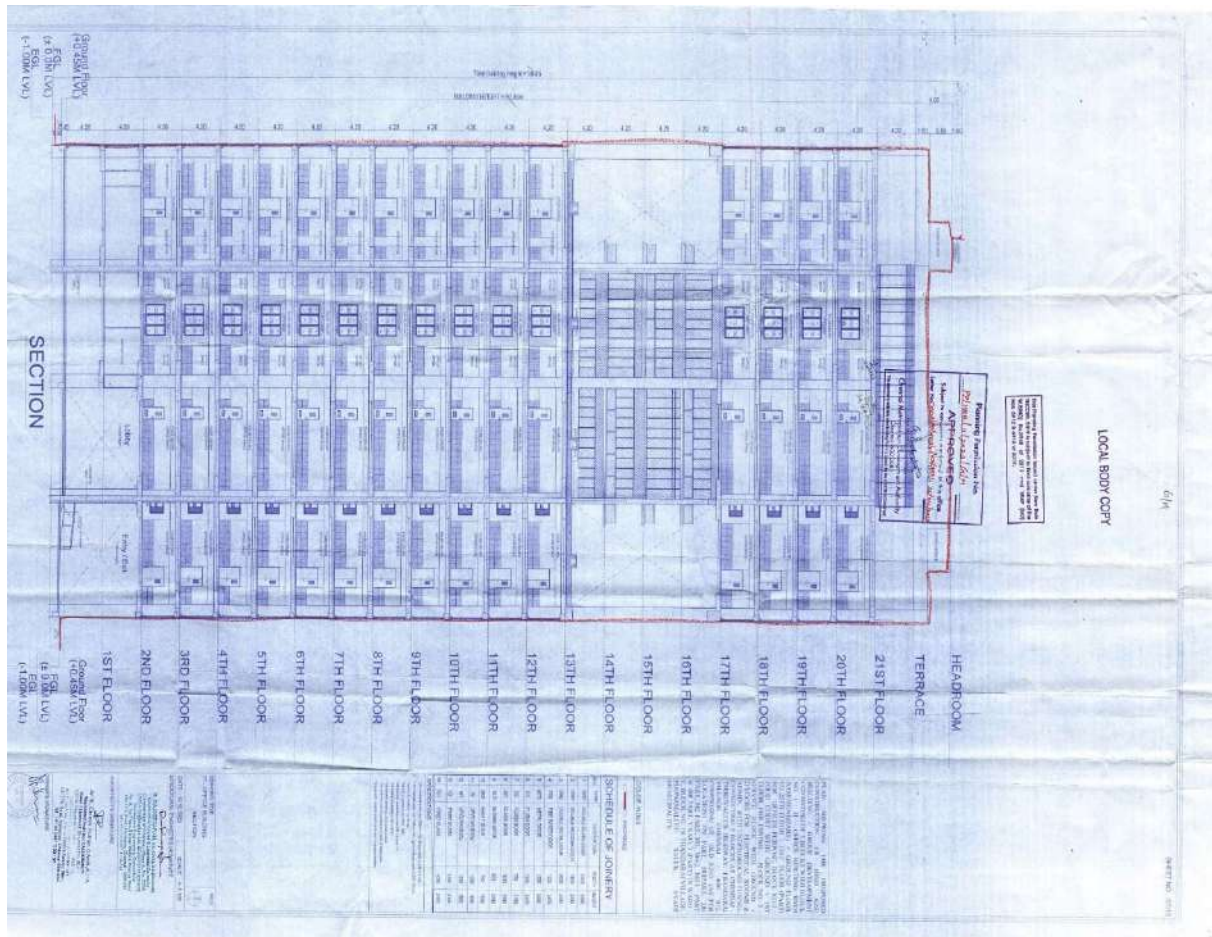


i.) Basement and Tunnel plan

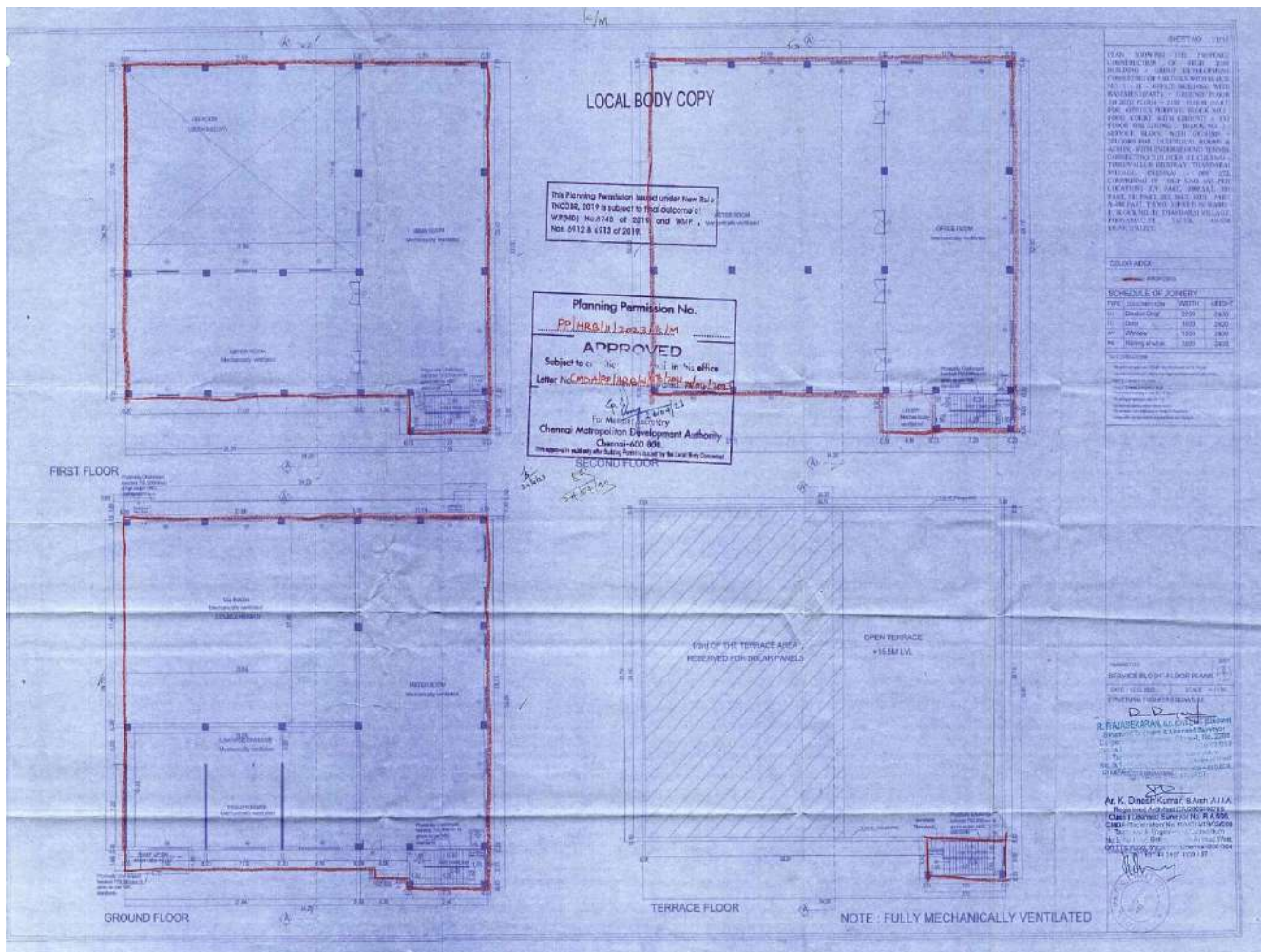


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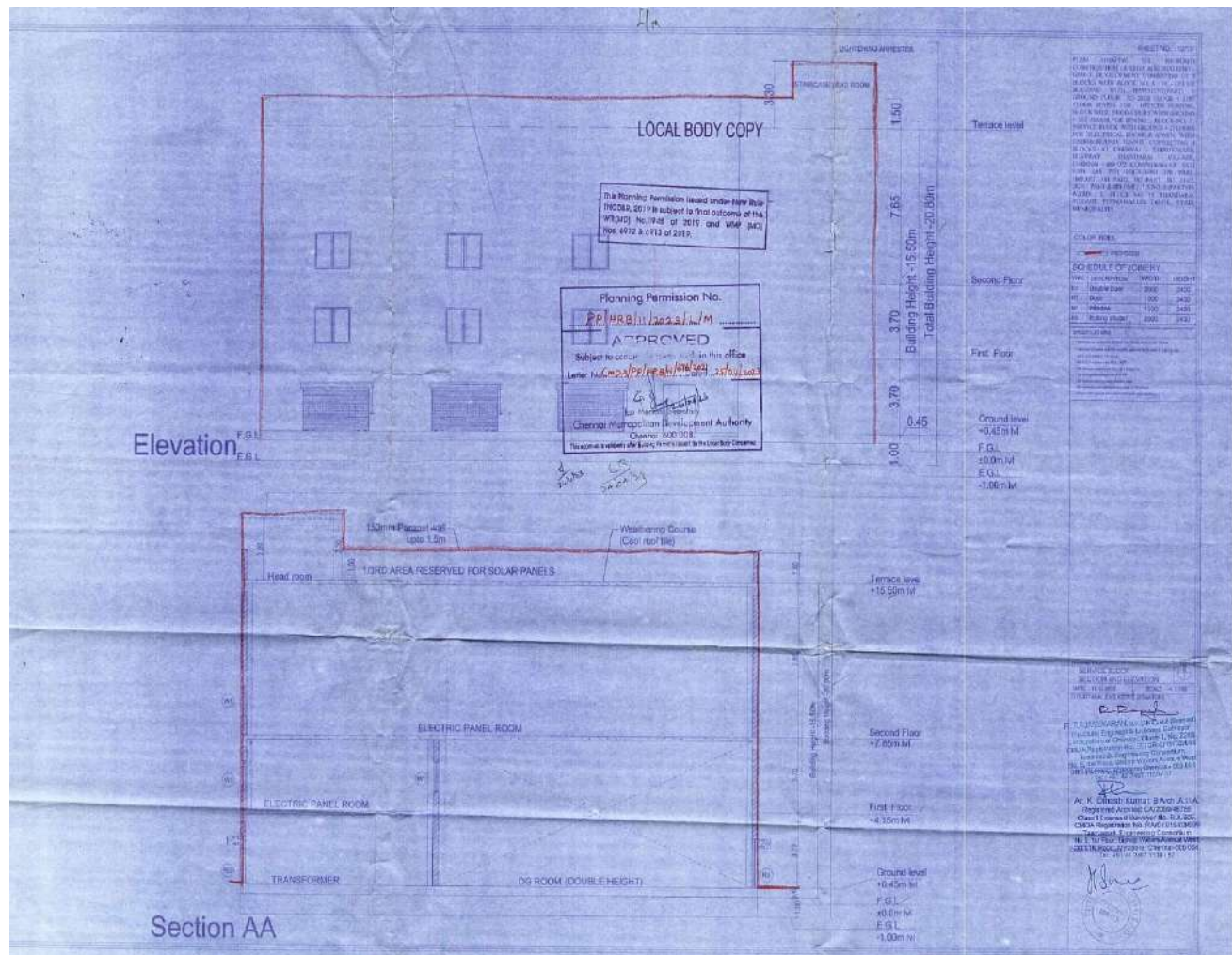
k.) MB section



1.) Utility building floor plan



m.) Utility building section and elevation



ANNEXURE B: LETTER OF TRANSMITTAL

The Managing Director
M/s. TIDEL PARK Ltd
No.4, I Floor, Rajiv Gandhi Salai,
Taramani, Chennai – 600 113.

Sir,

Sub: Submission of Tender for Licensing of the IT Park at Pattabiram, Chennai, Tamil Nadu comprising of IT space and commercial space including food court, gym and indoor games.

1. I / Wehaving examined the details given in the Notice Inviting Tenders to Bidders, hereby submit the following information and relevant documents.
 - a) I/We hereby certify that all the statements, information and data provided in the enclosed Annexures and accompanying statements are true and correct to the best of my / our knowledge.
 - b) I/Wehave read the instructions appended with the qualification document and I/We understand that any contract made between ourselves and TIDEL Park Ltd (hereinafter referred to as "**TIDEL**") on the basis of the information given by me / us is liable to be cancelled if any false information is detected at a later date.
 - c) I/We have also no objection if enquiries are made on all the projects and work listed by me / us in the accompanying sheets or any other enquiry on the information furnished herewith in the accompanying sheets.
 - d) I/We have furnished all information and details as asked for and have no further pertinent information to provide.
 - e) I/We submit the requisite certified solvency certificate and authorize TIDEL to approach the Bank issuing the solvency certificate to verify the correctness thereof.
 - f) I/We also authorize TIDEL to approach individuals, employers, companies, and corporation to verify my / our competency and general reputation.
 - g) I/We submit in Annexure L the certificates in support of my / our similar previous projects to evidence our suitability, technical know-how and capability for having successfully undertaking the Project during the last 3 (three) years.
 - h) I/We also agree that the decision of the TIDEL in the qualification and selection of

Bidders will be final and binding upon me / us.

i) I/We agree TIDEL reserves the right to qualify any Bidder or to cancel the exercise without assigning any reason for doing so or to incur any liability to any party whatsoever.

j) I/We agree not to withdraw the bid after issue of Letter of Award (LoA) and before signing the license agreement for the Project with TIDEL (hereinafter referred to as the "**License Agreement**"). If so, I/We, the Bidder agree for the forfeiture of Earnest Money Deposit.

k) I/We have carried out our own due diligence while arriving at the quoted license fee and shall not have any claim against TIDEL.

l) I/We agree to produce Performance Bank Guarantee within 15 (fifteen) days and execute the License Agreement within 15 (fifteen) days from the date of LoA.

m) I/We shall take necessary insurance policies during the License Period as per the terms and conditions as set out in the License Agreement and bear the cost for a comprehensive general liability insurance covering injury to or death of any person(s) while working in licensed Project premises, including death or injury caused by the sole negligence of the Bidder or the Bidder's failure to perform its obligations under the License Agreement. In addition, I/We shall bear the cost of insuring all the assets of the TIDEL including movable assets, furniture etc. We shall ensure that all the insurance contracts shall be endorsed in favour of the Licensor as the "loss payee" and shall contain a security stipulation in favour of the Licensor to the satisfaction of the Licensor. The Licensee shall deliver to the Licensor, the insurance contracts and maintain, or caused to be maintained, such insurance throughout the continuance of License Period and deliver to the Licensor the renewal receipts therefore and shall duly and punctually pay all premia and shall not do or suffer to be done or omit to do or be done any act which may invalidate or avoid such insurance. In case the Licensee fails to take necessary insurance policies as aforementioned, the Licensor shall be at liberty to take the appropriate insurance policies as it may deem fit at the cost and expense of the Licensee.

n) The following are enclosed as enclosures to this Letter of Transmittal.

i. Certificate of Incorporation from Registrar of Companies.

ii. Memorandum of Association.

iii. Articles of Association. In case of Consortium:

a) Joint Bidding agreement as per the format in the annexure attached herein.

b) Constitution documents duly certified by the competent authority as per the Applicable Law.

iv. Annual report /audited balance sheet and profit and loss statement for the past 3 (three) years.

- v. Solvency Certificate from Bankers for the value of Rs. 8 crores, current and dated not earlier than three months from the last date for the submission of bid.
 - vi. Support Certificate from Bankers for credit facilities available.
 - vii. Proofs issued by IT Department, India for the firms/entity having filed Income Tax for the past 3 (three) years as on 31.03.2023.
 - viii. Relevant Annexure enclosed herewith with complete details and any certificates other than that listed above.
- o) I / We hereby agree to abide by decisions of TIDEL in all matters relating to this qualification.

Date of Submission:

Signature of Bidder with Official Seal: _____

ANNEXURE C: BANK GUARANTEE FORMAT FOR PERFORMANCE BANK GUARANTEE

(Note: The Guarantee shall have to be provided by a Public Sector Bank drawn at Chennai on Rs.100/- Non-Judicial Stamp Paper. The Draft Format filled in all respect is suggested to be approved from TIDEL)

To
TIDEL Park Limited
No. 4, I Floor,
Rajiv Gandhi Salai, Taramani
Chennai – 600 113

In consideration of the TIDEL Park Limited (hereinafter called "**TIDEL**") awarded the Project (*defined herein*) to ----- a company incorporated under the Companies Act, 1956/2013 and having its registered office at ----- (hereinafter referred to as "**the Licensee**" which expression shall unless the context requires otherwise include its successors and assigns) as per terms and conditions contained in the bid documents for Licensing of the IT Park at Pattabiram, Chennai, Tamil Nadu comprising of IT space and commercial space including food court, gym and indoor games (hereinafter referred to as the "**Project**").

WE ____ BANK, HAVING BRANCH AT ____ (HEREINAFTER REFERRED TO AS "**THE BANK**" WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE CONTEXT OR MEANING THEREOF, INCLUDE ITS SUCCESSORS, EXECUTORS AND ADMINISTRATORS) AT THE REQUEST OF _____ DO HEREBY IRREVOCABLY UNCONDITIONALLY UNDERTAKE TO PAY TO TIDEL AN AMOUNT NOT EXCEEDING RS. _____ /- (RUPEES _____ ONLY) ON DEMAND BY TIDEL.

We the Bank, do hereby undertake to pay the amounts due and payable under this guarantee agreement (hereinafter referred to as the "**Guarantee**") without any demure, merely on a demand from the TIDEL stating that the amount claimed is required to meet the recoveries due or likely to be due from the Licensee.

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

We undertake to pay to the TIDEL, the amount due under this Guarantee so demanded notwithstanding any dispute or disputes raised by the Licensee in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under.

We, the Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the License Agreement entered between the Licensee and TIDEL for the Project (hereinafter referred to as the "**License Agreement**") and that it shall continue to be enforceable till the dues of TIDEL under or by virtue of the License Agreement have been fully paid and its claims satisfied or discharged or till the period.

We, the Bank, branch further agree with the TIDEL, that TIDEL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the License Agreement or to extend time of the license under the License Agreement or to terminate the License Agreement, or exercise any of the powers exercisable by the TIDEL against the Licensee and to forbear or enforce any of terms and conditions relating to the License Agreement and we shall not be relieved from our liability by reason of any such variation or extension or termination being granted to the Licensee or for any forbearance act or omission on the part of the TIDEL or any indulgence by the TIDEL to the Licensee or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Licensee. We hereby waive the necessity of your demanding the Licensee before presenting us with the demand. We, the Bank, lastly undertake not to revoke this Guarantee except with the previous consent of TIDEL in writing.

This Guarantee shall be valid from the date of signing the License Agreement up to the entire License Period of 16 (Sixteen) years (including first 6 months for License Fee free fit out and interiors) (hereinafter referred to as the "**Guarantee Period**") unless extended on demand by TIDEL for any further period as determined by TIDEL. Notwithstanding anything contained herein before, our liability against this Guarantee is restricted to Rs. _____ (Rupees _____ Only) and it will remain in force till unless a claim or demand in writing is made

against us under this Guarantee before the expiry of the Guarantee Period, after which all your rights under the said Guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder subject to the extension of the Guarantee Period.

Notwithstanding anything contained herein:

Our liability under this Bank Guarantee shall not exceed Rs [●]/- (Rupees [●] Only).

This Bank Guarantee shall be valid up to [●] (for entire License Period plus 180 days) unless this Guarantee is extended for further period on demand from TIDEL.

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before [●] or within the period extended thereafter based on the demand from TIDEL.

IN WITNESS WHEREOF I/We of the Bank signed and sealed this Guarantee on the day of being herewith duly authorized by the Bank.

Witness:

For and on behalf of the Bank: Name:

Address:

ANNEXURE D: AFFIDAVIT FOR SUBMISSION OF PERFORMANCE BANK GUARANTEE

We have submitted the Performance Bank Guarantee of a sum equivalent to three months of the quoted license fee (calculated at 100% occupancy) in the Financial Bid within 15 (fifteen) days of LoA in the form of Bank Guarantee (hereinafter referred to as the "**Performance Bank Guarantee**") for the Licensing of the IT Park at Pattabiram, Chennai, Tamil Nadu comprising of IT space and commercial space including food court, gym and indoor games (hereinafter referred to as the "**Project**"). For TIDEL PARK LTD at Taramani, Chennai -113 Agreement No._____ From__(Name of the Bank) branch to the TIDEL, Limited, Chennai with a view to furnish Performance Bank Guarantee. This Performance Bank Guarantee expires on _____. We undertake to keep the validity of the Bank Guarantee in force by getting it extended from time to time at our own initiative up to a further period of six months or as directed by TIDEL.

We further confirm that this Performance Bank Guarantee shall be mandatorily valid from the date of signing the License Period up to the entire License Period and for a further period of 180 days from the expiry of the License Period. The value of the Performance Bank Guarantee shall be renewed every year to reflect the escalated License Fee.

We shall also indemnify TIDEL, against any losses arising out of non-encashment of the Performance Bank Guarantee, if any.

Signature of the Bidder:

Date:

Place:

Notary Public Signature of Bidder

ANNEXURE E: TENDER SUBMISSION FORM

To
The Managing Director,
TIDEL PARK Ltd,
No.4, I Floor, Rajiv Gandhi Salai,
Taramani Chennai – 600113

Dear Sir,

Sub: Licensing of the IT Office / Commercial Space at its IT Park at Pattabiram, Chennai, Tamil Nadu comprising of IT space and commercial space including food court, gym and indoor games.

Ref: E-Tender Notice issued in website www.tntenders.gov.in on 30.08.2023.

1. We confirm that we have examined the bid documents relating to the Project and the details specified in the contract data and memorandum hereinafter set out and having visited and examined the site/premises of the Project specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, we hereby offer the quoted license fee in order to undertake the license of the Project.

MEMORANDUM:

Description of Project: Licensing of IT Office / Commercial Space at its IT Park at Pattabiram, Chennai.

Earnest Money Deposit: In the form of bank guarantee for a sum of Rs. 18,00,000 (Rupees Eighteen Lakhs).

(a) Date of Commencement of License Period: Upon handover of the Project premises subject to providing the Performance Bank Guarantee.

(b) License Period: 16 (Sixteen) years including first 6 months of License Fee free fit out period from the date of License Agreement.

(c) Extension of License Period: Further extension of 14 (Fourteen) years on the basis of First Right of Refusal (FROR) to the Licensee totaling to a maximum License Period of 30 (Thirty) years subject to the sole discretion of TIDEL.

2. Should this tender be accepted by TIDEL PARK Ltd, we M/s._____ hereby agree to abide by and fulfill the terms and provisions of the said License Agreement or in default thereof to forfeit and pay to TIDEL PARK Ltd, TARAMANI, Chennai, the amount mentioned in the said License Agreement.

3. We agree to abide by this bid for the period of 90 days from the date fixed for receiving the same or such other extended date by TIDEL and it shall remain binding upon us and may be accepted at any time before the expiration of that validity period without any additional cost.

4. We undertake that, in the event of this tender being accepted by TIDEL PARK Ltd, we agree to execute a License Agreement within 15 (fifteen) days of LoA after submission of valid Performance Bank Guarantee in the prescribed format.

5. I / We have provided a sum of Rs.18,00,000 (Rupees Eighteen Lakhs) in the form of bank guarantee as Bid Security from Bank. Should I / We fail to execute the License Agreement when called upon to do so, I / We do hereby agree that this sum shall be forfeited by me /us to the TIDEL PARK Ltd, Chennai.

6. If this bid is accepted by TIDEL PARK Ltd, we agree to provide a Performance Bank Guarantee from a public sector bank as performance bank guarantee for a sum equivalent to three months of the quoted License Fee calculated at 100% occupancy for the due performance of the License Agreement within 15 (fifteen) days from the date of issue of LoA.

7. Unless and until a formal agreement is prepared and executed, this RFP together with your written acceptance thereof shall constitute a binding contract on us.

8. We agree that TIDEL PARK Ltd reserves the right to accept / reject any one / all the bids

without assigning any reason thereof.

9. Our main bankers are: (Kindly state name, address & phone)

i)

ii)

10. Names of partners of our firm / directors of our Company are: (Kindly state name, address and phone)

i)

ii)

11. The names of the partner of the firm / Directors of our Company authorized to sign: Or Name of person having power of attorney / managing partner who is authorized to sign the contract: (Kindly provide the certified copy of the partnership / reconstituted partnership deed along with the copy of the original certificate evidencing the registration of partnership firm with the registering authority / certified true copy of the power of attorney authorizing the partner to sign the contract.

In the case of the company registered under the Companies Act, 1956/2013, kindly provide necessary constitutional documents for the said company and also the certified copy of the board resolution of the company authorizing the signing of the contract should be attached) (Kindly state name, address & phone).

WITNESS-1:

i) Signature:

ii) Occupation:

iii) Address:

WITNESS-2:

iv) Signature:

v) Occupation:

vi) Address:

Yours faithfully,

Signature of Bidder (By the authorized signatory of the company with board resolution reference and common seal of company)

ANNEXURE F: STRUCTURE AND ORGANIZATION OF THE BIDDER

S. No	Details Required	To be Filled by the Bidder / Lead Member	To be Filled by the Bidder / (Other Member)
1	Name of the Bidder's Company		
2	Nationality / Constitutionality of the Bidder		
3	Establishment of the Company i. Year ii. Location		
4	The Bidder is a company (Please enclose attested copy of registration / certificate of incorporation of the company under appropriate laws of the Bidder's country)	Yes / No Enclosed / Not enclosed	Yes / No Enclosed / Not Enclosed
5	Address of the Bidder:		
	Registered Office Address Telephone Number Fax Number E-mail Address Website		
	Local office address:		
	Telephone Number Fax Number E-mail Address		
	Office address through which this work will be handled and name of officer in-charge. Telephone Number Fax Number E-mail Address		
6	If the Bidder is a Multinational Company, please furnish the following:		
	Whether the foreign company has a branch office in India? If so, kindly provide the permission from the Reserve Bank of India for opening a branch office in India.:		
	Year of Establishment: Location: Name of the Contact Person: Telephone Nos: Fax No.: Email:		
	Please mention the nature of Indian office. If so, please provide the details whether marketing, liaison, capable of undertaking complete project in India etc.		

	Whether company has executed/ currently executing / tender for any project in India? If so, please furnish following details:		
	Name of the Client:		
	Name of the Project:		
	Location of the Project:		
	Project Duration:		
	Project value:		
	Nature of Contract:		
	Nature of Project:		
7	Details of the Board of Directors i) Name of the Director ii) Qualification iii) Organization iv) Office Address v) Telephone No vi) E-mail Address		
8	Enclose Company's organization chart showing the structure of the organization including the names of the Directors / Chief Executive Officer and position of officers.	Enclosed / Not Enclosed	Enclosed / Not Enclosed
9	Number of years of experience and other Details.		
	a. As a Principal Bidder (Bidder shouldering major responsibility)	Yes / No	Yes / No
	i. In own country	Yes / No No. of years:	Yes / No No. of years:
	ii. Other countries (If yes, please specify country).	Yes / No No. of years: Country:	Yes / No No. of years: Country:
10	Average number of permanent employees in the last 12 months.		
	i) Managerial	Nos.	Nos.
	ii) Technical	Nos.	Nos.
	iii) Administration	Nos.	Nos.
	iv) Financial		
	v) Quality Control and Quality Assurance Engineer		
	vi) Safety Officer		
	vii) Industrial Relations Officer		
	viii) Supervisors		

	ix) Foreman		
	x) Skilled Labors		
	xi) Un Skilled Labors		
	xiii)Others (to specify)	1. ____ Nos. ____ 2. ____ Nos. ____	1. ____ Nos. ____ 2. ____ Nos. ____
		3. ____ Nos. ____	3. ____ Nos. ____
	xii) Apprentices / Trainees		
11	How many years has your Company been in business of similar work under its present Name & Address.	Years	Years
	Whether any new fields were added in your Company? And if so, when and in what fields		
12	In which field do you claim specialization?		
13	Whether registered with any Government / Public Sector Undertaking / Local bodies like CPWD / MES / PWD or equivalent applicable in the Bidder 's country. If yes, please furnish details class and type of Registration.	1. 2. Yes / No	Yes / No 1. 2.
14	Registration Details: (i) Goods and Service Tax Registration No or equivalent applicable in the Bidder's country & Valid up to (ii) PF Registration No or equivalent applicable in the Bidder's country & Valid up to (iii) ESI Registration No or equivalent applicable in the Bidder's country & Valid up to		
15	Whether adequate and satisfactory evidence to indicate financial capacity of the organization is enclosed	Yes / No	Yes / No
16	Do you have R&D Department? If yes, give details.		
17	Is your company an ISO certified Company? If yes, please furnish the ISO certification no.		
18	Do you have and follow Safety Manual? If yes, please give details of health and safety facilities available with you.	Yes / No Enclose Environmental Health and	Yes / No Enclose Environmental Health

		Safety	and Safety
19	<p>i) Was there any major, fatal accident has occurred in your organization the last five years? If yes, furnish details.</p> <p>ii) Whether corrective action have been taken immediately and first-aid facilities provided?</p>		
20	Were you ever required to suspend your company's operations for a period of more than three months continuously after you started? If yes, please furnish the name of project and reasons thereof.		
21	Have you ever abandoned any licensed premises?		
	If yes, please furnish the details and reasons thereof		
22	Were any penalties imposed for by any Governmental Authority? If yes, please furnish the details and reasons thereof.		
23	Litigation initiated by the Company and against the Company if any?		
	i) Whether cases of litigation proceedings have arisen in any of your projects during the last three financial years?	Yes / No	Yes / No
	ii) If yes, how many cases of litigation arisen during the last three financial years?	Nos.	Nos.
	iii) Furnish the details of the highest claim of Litigation during the last three financial years.	Rs.	Rs.
	iv) If the Bidder is a multinational company, please furnish the litigation history initiated by the Company and against the company in India, if any		
24	Arbitration		
	Whether cases of arbitration proceedings have arisen in your projects during the last three years?	Yes / No	Yes / No
	ii) If yes, how many cases of		
	Arbitration arisen during the last three years. Furnish name of work, name of the opposing party, cost of work, amount of		

	claim.		
	iii) Furnish the details of the highest claim of arbitration during the last three years.		
25	i) Details of the Banker ii) Name of the Banker iii) Contact person iv) Office Address v) Telephone Number v) Fax Number		
26	Are you a recipient of any award in your field? If yes, furnish details.		
27	Please give at least three references of entities / bodies from whom you have licensed any premises.		
28	Any special information, which you may like to provide.		
	Place:	Signature of the Bidder	Signature of the Bidder
		Commercial Seal of the Company	Commercial Seal of the Company
	Date:	Office Address	Office Address

ANNEXURE G: POINT OF CONTACT OF THE BIDDER FOR THE PROJECT

Bidders must enter below the name, qualifications and experience of their key full-time personnel for the Project.

S. No	Particulars	Details
1	Name	
2	Qualification	
3	Position	
4	Experience	
5	Contact details	Email: Phone: Fax: Address (office):
6	Any other relevant information	

ANNEXURE H: DETAILS OF FINANCIAL INFORMATION

S. No	Description	Details to be filled by the Bidder
1.	Annual Turnover in the last five financial years (In INR Millions)	
	Year 1:	
	Year 2:	
	Year 3:	
	Year 4:	
	Year 5:	
2.	Financial Information (In INR Millions)	
	Year 1:	
	a. Total assets	
	b. Current assets	
	c. Total Liabilities	
	d. Current Liabilities	
	e. Profits before taxes	
	f. Profits after taxes	
	g. Net worth	
	h. Working Capital	
	Year 2:	
	a. Total assets	
	b. Current assets	
	c. Total Liabilities	
	d. Current Liabilities	
	e. Profits before taxes	
	f. Profits after taxes	
	g. Net worth	
	h. Working Capital	
	Year 3:	
	a. Total assets	

	b. Current assets c. Total Liabilities d. Current Liabilities e. Profits before taxes f. Profits after taxes g. Net worth h. Working Capital	
	Year 4: a. Total assets b. Current assets c. Total Liabilities d. Current Liabilities e. Profits before taxes f. Profits after taxes g. Net worth h. Working Capital	
	Year 5: a. Total assets b. Current assets c. Total Liabilities d. Current Liabilities e. Profits before taxes f. Profits after taxes g. Net worth Working Capital	
3.	Solvency Certificate (In INR Millions) a. Name of Banker with address b. Date of Certificate c. Amount	
4.	Credit facilities available to Bidder Fund and non-fund based such as cash credit, working capital term loans, LCs and Bank Guarantees – Banker's or Bankers' Letter must be produced	

ANNEXURE I: DETAILS OF TERMINATION OF LICENSE IF ANY BY ANY OTHER BODY

S. No	Particulars	To be Filled by the Bidder / Lead Member	To be Filled by the Bidder (Other Member)
1	Name of Project		
2	Name of the Licensor		
3	License fee in INR Millions		
4	Period of license		
5	Terminated in which year of License Period		
6	Reasons / grounds for termination		
7	Approx. value of License Fee paid at the time of termination in INR Millions		
8	Approx. value of License Fee not paid due to termination		
9	Remarks		

Place:

Signature of the Bidder:

Date:

Common Seal of Company:

ANNEXURE J: STATUS OF CURRENT LITIGATIONS, IF ANY OF THE BIDDER

I. The Bidder is required to disclose as part of tender submission all cases filed against the Bidder in any Court of Law in any country. The Bidder shall give the information in the following format in separate sheets for each litigation as applicable:

S. No	General Information	To be Filled by the Bidder / Lead Member	To be Filled by the Bidder (Other Member)
1	Name of the Petitioner		
2	Name of the court forum in which case has been admitted		
3	Name / designation of the presiding authority of the Court / Forum		
4	Date of filing of the case and date of admittance of the case		
5	Has hearing already commenced? If so, when was the last hearing?		
6	Expected date of next hearing		
7	Name & address of Bidder's Counsel		
8	Name and address of Petitioner's counsel		
9	Current status of the litigation – Whether any interim injunction or injunction award has been given. If so, give the details?		
10	Has any appeal been filed against any interim injunction or such award?		
11	Value of litigation / damages claimed / out standings and disputes, as per the Petitioner.		
12	Any arrest warrant or property attachment or insolvency proceedings or such decree issued against Bidder? Give the details.		

II. Financial Value of Dispute / Claim / Damages:

The Bidder should furnish the sum total of claims / damages involved, on account of the litigations currently in operation.

III. Net Worth:

1. The Bidder shall also furnish the Net Worth of the Company for each of the last three years duly certified by a registered chartered accountant / duly approved valuer.
2. The Bidder shall furnish the percentage of the total sum of disputes / litigation/ claim, currently under litigation in proportion to the average net worth of the Company for the last three years.

IV. Status of the Bidder's legal status on account of the litigation:

The Bidder shall furnish information whether the litigation in question affects / threatens the fundamental existence / operation of the company (For e.g., insolvency, decree of criminal nature etc.)

V. Nature of Submissions:

1. The submissions from the Bidder in response to the above question under Clause IV of this Annexure shall be in the form of a statement signed by the authorized signatory on behalf of the Bidder, who shall hold the authority / Power of Attorney to sign such documents. The authority / Power of Attorney documents shall also be attached.
2. The statement submitted and signed by the Power of Attorney holder shall also be countersigned by the Company Secretary of the Company with official seal.

Note:

- 1) TIDEL, or its authorized representatives reserves the right to verify any part of the information furnished by the Bidder. The Bidder is deemed to have given his consent for the right of verification by TIDEL or its authorized representative when the Bidder submits the above statements.
- 2) If it comes to the notice of the TIDEL, that the Bidder has suppressed any information or furnished misleading or inaccurate information, or in case whether any litigation currently in progress at the time of submission of Bidder leads to the decree by the court of law against the Bidder, the TIDEL, reserves the right to nullify the qualification and to disqualify the Bidder. If such information becomes available to TIDEL, prior to issue of Letter of Award,

the Bidder will be disqualified and will not be considered for award of work. If such information comes to the knowledge of the TIDEL after the award of work, TIDEL, reserves the right to terminate the License Agreement unilaterally at the total cost and risk of the Bidder and such action would include but not be limited to forfeiture of all deposits, guarantees etc. furnished in any form. TIDEL, will also reserve the right to recover invoking of Performance Bank Guarantee submitted.

3. Any unpaid License Fee shall be recovered from the Bidder in case of termination of the License Agreement. TIDEL can thereafter arrange for a fresh tendering process for licensing the commercial space, for which any additional financial burden to be met by TIDEL will also be recovered from the Bidder, who has been terminated, without prejudice to the other rights of TIDEL under the License Agreement.

Place:

Signature of the Bidder:

Date:

Common Seal of Company:

ANNEXURE K: DETAILS OF SIMILAR PROJECTS WHEREIN BIDDER IS THE LICENSEE

1. Details of similar projects in the last 3 (three) years.

S. No	Details	To be Filled by the Bidder / Lead Member	To be Filled by the Bidder (Other Member)
1	Name of the project		
2	Country and location		
3	Name of the licensor		
4	License fee payable		
5	License period		
6	Any extension granted		
7	Were there any penalties / fines / stop notice / compensation / liquidated damages imposed? If yes, please give amount, details and reasons.		
8	Please specify the details of litigation / arbitration cases, if any, pertaining to ongoing projects.		

2. Details of ongoing projects

S. No	Details	To be Filled by the Bidder / Lead Member	To be Filled by the Bidder (Other Member)
1	Name of the project		
2	Country and location		
3	Name of the licensor		
4	License fee payable		
5	License period		
6	Any extension granted		
7	Were there any penalties / fines / stop notice / compensation / liquidated damages imposed? If yes, please give amount, details and reasons.		
8	Please specify the details of litigation / arbitration cases, if any, pertaining to ongoing projects.		

ANNEXURE L: QUALIFICATION CRITERIA

I. Details Required to Satisfy the Eligibility Clause 4.1(a)

The Bidder should have a minimum Annual Turnover of Rs. 20 Crores (Rupees Twenty Crores Only) in any period of three years out of the last 5 financial years ending on 31st March 2023. The Bidder submits audited financial statements including profit-loss account of the financial years as indicated above. If audited financial statement for the last completed year is not available, the Bidder shall furnish a certificate from a statutory auditor or the requisite turnover shall be duly certified by a statutory auditor with his seal/signature and registration number in this regard.

S. No	Year	Annual Turnover
1.		
2.		
3.		

Note:

Annual report / Income Tax Return to establish the Annual Turnover of the company for any period of three years out of the last 5 years enclosed.

Auditor Certificate to establish Annual Turnover for the above works to be furnished.

Signature of Bidder with Official Seal

II. Details Required to Satisfy the Eligibility Clause 4.1(b)

b) Bidder shall produce Solvency Certificate issued by any of the public sector bank for value of Rs. 8 Crores (Rupees Eight Crores) not earlier three months from the last date for submission of tender.

BANKER'S SOLVENCY CERTIFICATE

To
The Managing Director
TIDEL Park Ltd,
Taramani, Chennai – 600 113

Sub: SOLVENCY CERTIFICATE

Dear Sir,

This is to certify that to the best of our knowledge and information, M/s....., (address), a customer of our Bank is respectable and be treated as good for an engagement up to a sum of Rs. (Rupees___) (Solvency Amount) as on (Date of certificate).

This certificate has been issued without any risk and responsibility on the part of the Bank or any of its officers.

This certificate is issued at the specific request of the customer.

Yours faithfully,
For Bank

Signature of Bank Officer with designation

III. Details Required to Satisfy the Eligibility Clause 4.1

c) The Bidder may be any well-established and reputed entity i.e., a partnership firm or a company having its registered office in India or a foreign country with an office in India and incorporated under the Companies Act 1956/2013 or a combination of above in the form of a Consortium.

Submission of:

(i) Charter / Constitutional Documents:

(E) Memorandum/Articles of the Company oi) Partnership Deed and the Registration certificate with theRegistrar of Firms oi) Partnership Deed and the Registration certificate with theRegistrar of Firms or

(iv) Any other formation documents

IV. Details Required to Satisfy the Eligibility Clause 4.3

3.3.1 In last three should have an established track record of having:

- Constructed/ Leased/licensed or sublicensed marketed at least 5,00,000 sq ft of built-up area of a building, commercial or IT space;

S. No	Name of the Project	Location	Whether the Bidder has constructed/ leased / licensed or sublicensed marketed	Year	Built-Up Area
-------	---------------------	----------	---	------	---------------

4.3. The Bidder shall submit the below documents along with the qualification details:

- a. Copy of license or lease agreement / certificate from statutory auditor or licensed architect for construction and completion of commercial space or any other document issued by Governmental Authority or any relevant authority of having leased / owned / constructed the commercial space as disclosed for qualification details. Ongoing projects shall not be considered for qualification purpose.

V. Details Required to Satisfy the Eligibility Clause 4.5.1

UNDERTAKING:

We/I have submitted the bid pursuant to Tender No.____ of TIDEL. For the purpose of the same, We/I undertake and confirm that We/I have not been banned and/or debarred and/or blacklisted doing business with the Bidder (including any member in case of Consortium) as on the date of tender submission.

We/I further undertake and confirm that no contract of the tender executed in either individual capacity or as a member in a Consortium, has been rescinded/ terminated by TIDEL after award during last 3 (three) years (from the last day of the previous month of a tender submission) due to our non-performance and/or the nonperformance of any of Consortium members.

We/I undertake and confirm to abide by the decision of TIDEL in this regard.

We/I understand that any false information provided by us would lead to disqualification from the tender process and further blacklisting by TIDEL in addition to any other rights that TIDEL may exercise.

OR

We/I have submitted the bid pursuant to Tender No.____ of TIDEL. For the purpose of the same, We/I state and disclose that We/I have been banned and/or debarred and/or blacklisted by _____for doing business with (including any member in case of Consortium) as on the date of tender submission.

We/I state and disclose that the contract of the tender executed in either individual capacity or as a member in a Consortium/JV, has been rescinded/ terminated by TIDEL after award during last 3 (three) years (from the last day of the previous month of a tender submission) due to our non-performance and/or the nonperformance of any of Consortium members.

The details of the same are as follows:

- (i) Name of Project
- (ii) Banned and/or debarred and/or blacklisted by
- (iii) Reason for being banned and/or debarred and/or blacklisted

- (iv) Period for being banned and/or debarred and/or blacklisted by
- (v) Details of contract has been rescinded/ terminated
- (vi) Reasons for rescinding/termination

Signature of the Bidder:

Date:

Place:

ANNEXURE M: WITHDRAWAL OF CONDITIONS LETTER

To
The Managing Director
TIDEL PARK Limited,
No.4, Rajiv Gandhi Salai,
Taramani, Chennai – 600 113

Sub: E-Tender for Licensing of the IT Park at Pattabiram, Chennai, Tamil Nadu comprising of IT space and commercial space including food court, gym and indoor games.

Dear Sir,

We hereby confirm that we have offered our bid pursuant to Tender No. TIDEL Pattabiram/2023/1 of TIDEL for the following purpose:

Licensing of the IT Park at Pattabiram, Chennai, Tamil Nadu comprising of IT space and commercial space including food court, gym and indoor games.

Our bid does not deviate from any of the technical and commercial requirement of the bid documents and is bid compliant. We hereby unconditionally agree to withdraw all conditions/deviation if any, in case any such conditions / deviations have been specified by us in the Technical Bid or Financial Bid which have either direct or indirect impact on the License Fee quoted.

Thanking you.

Yours faithfully,

On Rs.20 Stamp Paper

ANNEXURE N: DECLARATION – CUM – UNDERTAKING

We/I, pursuant to our Tender submission on ----- towards E- Tender for Licensing of the IT Park at Pattabiram, Chennai, Tamil Nadu comprising of IT space and commercial space including food court, gym and indoor games ("**Project**") state that We/I and our/my bid is in complete compliance with the bid documents, subsequent pre bid meeting minutes and Applicable Law.

Our bid does not deviate from any of the technical and commercial requirements of the bid documents. We hereby agree to withdraw all conditions/deviation in case any such conditions / deviations have been specified by us in the Technical Bid or Financial Bid which have either direct or indirect impact on the License Fee quoted.

We further declare that, in case the Project is awarded to us, and at a later date any of the above certificates, agreements, information and other details are found to be false or incorrect, TIDEL has full rights to terminate the License Agreement with immediate effect, without any notice and without assigning any reason therefore, besides initiating actions such as forfeiting the Earnest Money Deposit, invoking the Performance Bank Guarantee etc.

We further undertake that in the event of such termination, we would indemnify TIDEL against the consequential losses, damages etc., as claimed by TIDEL for having furnished such false/incorrect certificate, agreements, information and other details.

Place:

Signature:

Date:

Name:

Designation:

ANNEXURE O: CONDITIONS:

1. The Selected Bidder shall enter into a license agreement with TIDEL for the Project.
2. The commercial space as mentioned in Annexure A, shall be handed over subject to normal wear and tear. It is the responsibility of the Selected Bidder to operate and maintain the licensed Project premise(s) at the cost and risk of Licensee.
3. The Licensee shall provide any and all safety equipment required to ensure that its staff is able to enjoy the licensed premises without risk of injury or death to themselves or any other person within the premises of the Project or risk of damage to any part of the fabric or structure of the building or installations within the building.
4. The Licensee will attend to any complaints regarding the Licensee's performance under the License Agreement that may be made by TIDEL.
5. The Licensee shall be responsible for taking prior approval from all the relevant legal and statutory authorities as per the Applicable Laws for operation of its business.
6. The Licensee will not sublicense any part of the Project without prior written consent of TIDEL, which consent, may be withheld at the absolute discretion of TIDEL.
7. The Licensee and its employees, and agents shall at all times abide by any rules and regulations that TIDEL may from time to time apply to any occupant or other visitor to TIDEL.
8. Payment of Statutory Dues, Utility Charges:
 - i. All statutory taxes, statutory dues, local levies, etc. as applicable shall be payable to the Licensee and will have to be remitted along with the License Fees for onward remittance to the Government. The Licensee shall indemnify TIDEL from any claims that may arise from the statutory authorities in connection with this License Agreement.
 - ii. The property tax applicable, if any, on the property of TIDEL shall alone be borne by TIDEL.
 - iii. Payment of stamp duty on the License Agreement, if any, to be executed in pursuance of this bid shall be borne solely by the Licensee.
 - iv. Utility bills such as electricity, etc., for the licensed Project premises, which will be received in the name of TIDEL, has to be paid by the Licensee to TIDEL or be paid directly on behalf of TIDEL and shall provide necessary proof of such payment.
9. On completion/ termination of License Agreement, the Licensee shall handover the

Project premises as per last development plan subject to normal wear & tear. The Licensee shall not remove any facility, equipment, fixture, etc. which are an integral part of the development plan of the Project premises without the prior written permission of TIDEL. However, the Licensee can remove movable assets belonging to them without causing damage to the structure. On completion/termination of License Agreement, an asset valuation will be carried out by TIDEL either by itself or through a third party at the cost of TIDEL and the Project should be handed over to TIDEL as aforementioned.

10. The Licensee will effect and maintain required insurance policies to necessarily cover all its staff (temporary or permanent) sufficient to meet all of its obligations as may reasonably be required by the TIDEL to keep TIDEL indemnified against all such risks.
11. The Licensee shall be responsible for maintaining all working areas in safe conditions and ensuring that all its employees follow appropriate safe work practices.
12. The Licensee's representative will inform TIDEL promptly of any major fault occurring in any of the licensed Project premises from time to time during the License Period, besides taking remedial measures immediately.
13. Nothing in this contract shall be construed as creating any partnership or joint operation between the parties.
14. The Licensee shall not assign the License Agreement and no portion of the License Agreement and/or licensed Project premises shall be given on sub-contract/sub-license/sub-lease without the written consent of the TIDEL.
15. The Licensee in performing its obligations under the License Agreement shall at all times maintain proper business standards, procedures and controls to avoid any real or apparent impropriety that might affect adversely or conflict with the interests of the TIDEL.
16. The Licensee shall report all accidents or injuries to its staff that occur within the licensed Project premises and that require medical attention, immediately to TIDEL, and concerned government authorities as may be required by Applicable Law.
17. The Licensee shall not attempt to carry out or carry out any unlawful activity on the Project premises. The Licensee shall obtain permission from TIDEL for the conduct of any other activity in the Project premises.
18. The Licensee shall not employ any personnel below the age of 18 years.
19. The Licensee shall share all the sublicense agreements entered with sublicensees with TIDEL along with registration documents immediately on registration failing which such an omission shall be treated as a Licensee Event of Default after a cure

period of 30 days. On the expiry of the cure period, the License Agreement shall stand automatically terminated and the Project premises shall be deemed to have been vested with TIDEL. TIDEL shall be entitled to forfeit the performance security in addition to any other remedy available to TIDEL in law and/or under the License Agreement.

20. The Licensee shall share the energy meter reading for electricity and the BTU meter reading for air conditioning with TIDEL.
21. Any dispute whatsoever arising out of or in connection with the RFP/License Agreement shall be referred to and settled under terms of the Arbitration and Conciliation Act, 1996.
22. The failure of a party to insist upon strict adherence to any term of the License Agreement on one or more occasions will not be a waiver, or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of the License Agreement.
23. Throughout these bidding documents, the terms 'bid' and 'tender' 'tender offer' and their derivatives (bidder/ tenderer/bidder/applicant/bid/ tender, bidding/ tendering, etc.) are used interchangeably.
24. 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 the bidding documents the priority of documents shall be in the following order:
 - i) The License Agreement
 - ii) The written clarification and addenda issued to the Bidders.
 - iii) RFP
25. TIDEL shall have the right to periodically access the Project premises at least once every year in the duration of the License Period or extended License Period, if any, and monitor or perform checks of the Project premises to identify or ascertain any damages caused or monitor the repair works. TIDEL is entitled to demand the Licensee to undertake such works of repair or rectification of the damages identified, if any.
26. The Project premises which has been handed over to the Licensee under the License Agreement will be kept in good condition and maintained properly by the Licensee at their own cost subject to normal wear and tear.

ANNEXURE P: JOINT BIDDING AGREEMENT AND POWER OF ATTORNEY FORMATS

(To be executed on Stamp paper of appropriate value)

THIS **JOINT BIDDING AGREEMENT** is entered into on this the [•] day of [•] 20[•]

BETWEEN

1. [•] Limited, a company incorporated under the Companies Act, 1956/2013[¥] and having its registered office at [•], the Lead Member of the Consortium (*defined herein*) (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 [•], Member of the Consortium (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The abovementioned parties of the First and Second Part are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS,

(A) TIDEL Park Ltd, represented by its Managing Director M. Pallavi Baldev, IAS and having its principal office at No. 4, I Floor, Rajiv Gandhi Salai, Taramani, Chennai – 600 113 (hereinafter referred to as the "**TIDEL**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the [¥] 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 organized and validly existing under the laws of the jurisdiction of its incorporation". A similar modification may be made in Recital 2, as necessary.

"**Bid(s)**") by its Tender No. [•] dated [•] (the "**RFP**") for Licensing of the IT Park at Pattabiram, Chennai, Tamil Nadu comprising of IT space and commercial space including food

court, gym and indoor games (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 document and other bid documents in respect of the Project, and

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions and Interpretations

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

2. Consortium

2.1 The Parties do hereby irrevocably constitute a Consortium 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 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 (the "**SPV**") under the Companies Act, 2013 for entering into a License Agreement with the TIDEL and for performing all its obligations as the Licensee in terms of the License Agreement for the Project.

4. Role of the Parties

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

{Please specify the role of each Party viz., Lead Member, other members of the Consortium for the Project}

(a) Party of the First Part shall be the Lead Member of the Consortium (Financial Member / Technical Member/ Other Member of the Consortium) and shall have the power of attorney from all members of the Consortium for conducting all business for and on behalf of the Consortium during the bidding process and until the effective date (herein, commencement date) under the License Agreement when all the obligations of the SPV shall become effective;

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

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the License Agreement, till such time as the License Period for the Project is completed under and in accordance with the License 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:

(i) 51% (fifty one percent) of the subscribed and paid-up equity share capital of the SPV shall be maintained throughout the period of the License Agreement by the Lead Member of the Consortium;

(ii) Each member of the Consortium whose technical and financial capacity was evaluated for the purposes of award of the Project shall hold at least 26% (twenty-six per cent) of such equity in the SPV throughout the period of the License Agreement.

6.3 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the License 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 organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

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

(i) require any consent or approval not already obtained;

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

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

(iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, 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 the Project under and in accordance with the License Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not selected or upon return of the Bid Security by the TIDEL to the Bidder, as the case may be.

9. Miscellaneous

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

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

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 (FIRST	SECOND PART
PART) by:	
(Signature)	(Signature)

(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Bidding Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Power of Attorney for Lead Member of Consortium:

TIDEL Park Ltd, represented by its Managing Director M. Pallavi Baldev, IAS and having its principal office at No. 4, I Floor, Rajiv Gandhi Salai, Taramani, Chennai – 600 113 (hereinafter referred to as the "TIDEL" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the "Bid(s)") by its Tender No. TIDEL/Pattabiram/2023/01 dated 30.08.2023 (the "RFP") for Licensing of the IT Park at Pattabiram, Chennai, Tamil Nadu comprising of IT space and commercial space including food court, gym and indoor games (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 (RFP) and other connected documents in respect of the Project.

Whereas, it is necessary for the Members of the Consortium to designate one of them as the

Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, [•] having our registered office at [•] and M/s. [•] having our registered office at ...[•] (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S [•] having its registered office at [•], being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "**Attorney**"). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to 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 selection of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all bids, applications and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences and bidding process, 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 TIDEL, and/ or any other Governmental Authority 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 License Agreement is entered into with TIDEL.

AND 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 deemed to have been done by us.

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.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized 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 legalized by the Indian Embassy if it carries a conforming Apostille certificate.

ANNEXURE Q: HEALTH AND SAFETY AT WORK

1. INTRODUCTION
2. RULES FOR GENERAL OPERATIONS
 - 2.1 Access
 - 2.2 Accident Reporting
 - 2.3 BIDDERS & Sub-Contractors Tools & Equipment's.
 - 2.4 Hazardous Materials
 - 2.5 Dust and Fume Control
 - 2.6 Fire Hazards and Precaution
 - 2.7 Machinery Safety
 - 2.8 House-keeping / Hygiene
 - 2.9 Noise
 - 2.10 Overhead Working
 - 2.11 Working at Height
 - 2.12 Safety Clothes and Equipment
 - 2.13 Plant Services
 - 2.14 Supervision
 - 2.15 Warning signs and Notices
3. TOOLS
 - 3.1 Electrically Driven Portable Tools
 - 3.2 Compressed Air Tools
 - 3.3 Percussion Cartridge Tools
 - 3.4 Hoisting and lifting.
 - 3.5 Movement of Plant and Equipment
 - 3.6 Industrial Trucks
4. BIDDERS GUIDELINES.
5. MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY.
6. ISI SAFETY CODE.
7. LABOUR LAWS.

SECTION – 1 INTRODUCTION:

This document defines the operations undertaken by BIDDERS and Sub-Contractors on Project premises, which can give rise to hazards to those engaged in the work and others who may be working, standing or passing in the vicinity.

It is the Owner's endeavor to secure a high standard of safety at site. Therefore, BIDDERS and Sub-Contractors must know their duties under common law, both for establishments, and their own employees and to conduct their business and methods of work to conform to the best practices.

Before the Owner, allows any contracting or sub- contracting firm to carry out work on its premises, the Owner insists that BIDDERS and Sub-Contractors understand their duties regarding safe practices for themselves, others and regulations covering the type of work they will be carrying out.

In furtherance to this policy, rules herein have been devised to bring to the notice of BIDDERS and Sub-Contractors, some of the more common hazards, and appropriate preventive measures in connection with the erection, construction, cleaning, painting, alteration or demolition of plant, machinery and buildings.

The Owner is confident that the observance of these rules will be no hindrance to progress the work, but will assist in the avoidance of accidents.

IT IS IN A TERM OF ALL CONTRACTS BETWEEN THE CLIENT AND BIDDERS THAT THEY AND ANY SUB-CONTRACTORS, APPOINTED BY THEM COMPLY WITH THESE RULES AND THEIR CO-OPERATION IS THEREFORE OBLIGATORY IN CARRYING OUT THE PRECAUTIONS LAID DOWN.

Section - 2: Details general rules which are applicable to most BIDDERS and Sub-Contractors.

Section - 3: Details specific rules which must be followed where applicable, where a particular type of work is to be undertaken.

All BIDDERS Supervisors will make sure that the Engineering Services / Safety Manager on Project site are notified as and when he and others (Sub-Contractors) are reporting for work on that site.

SECTION – 2:

RULES FOR GENERAL OPERATIONS:

ACCESS:

Nothing shall be done or omitted to be done by BIDDERS or Sub-Contractors or their employees to render unsafe or obstruct:

- Any means of access to the places at which people are required to Work.
- The passage of people and / or vehicles whether on a defined gangway or not, unless permission is obtained from the designated safety officer access for emergency apparatus, such as FIRE PROTECTION equipment.
- BIDDERS and Sub-Contractors shall nevertheless provide adequate fencing, lighting and warning signs to ensure safety at all times.

2.2 ACCIDENT AND INCIDENT REPORTING:

All notifiable accidents, dangerous occurrences and potential hazard situations shall be reported to the safety officer at site. Injuries are to be treated by experienced medical staff available at site.

2.3 BIDDERS AND SUB-CONTRACTORS' TOOLS AND EQUIPMENTS:

All BIDDERS and Sub-Contractors tools and equipment's must comply with statutory regulations and approved codes of practices.

2.4 HAZARDOUS MATERIALS:

The BIDDER must inform the safety officer, prior to commencement of work, procurement of materials connected with the contract work of a hazardous nature. The TENDERER will have to secure storage for any such material.

2.5 DUST AND FUME CONTROL:

BIDDERS and Sub-Contractors must inform the safety officer at the Project site of all processes producing dust or fumes, and under the conditions as laid down in the relevant Act of Government the safety precautions are to be fulfilled.

2.6 FIRE HAZARDS AND PRECAUTIONS:

When at site, all fire regulations, as well as regulations under relevant Sections of the relevant Act of Government of must be observed at all times.

2.7 MACHINERY SAFETY:

BIDDERS and Sub-Contractors working at the Project site must not remove or displace any guard, fencing or other safety equipment which is designed to protect personnel or machinery or any place where safety equipment has been provided without the written permission of the safety officer or his designated representative. On completion of any work, any guards that had to be removed must be replaced immediately and whilst work is being carried out, machinery must not be operated. The requirement of the relevant Act must be followed:

2.8. HOUSE-KEEPING:

The House-keeping standards employed by BIDDERS and sub- BIDDERS, must be as good as the Owner. Care must be taken by all responsible people to ensure that the standard of house-keeping for all establishments is known and understood.

2.8.1 Housekeeping and hygiene go hand in hand with safe working practices. BIDDERS and Sub-Contractors must leave work areas in a clean, tidy and safe condition at the end of each working period.

2.8.2 Special attention must be paid to potential fire hazards, trip points and equipment left in a hazardous condition.

2.8.3 Contamination of any product (by drill swarf sawdust, oil, salient, paints and materials etc.) must be avoided at all costs, and the officers of the Owner are empowered to stop any activity which could result in contamination.

2.9. NOISE:

BIDDERS and Sub-Contractors working at the Project site must obtain permission from the safety officer if the processes being employed to carry out that work significantly increase the ambient noise level in that area being worked.

2.10. OVERHEAD WORKING:

No work may be carried out above the heads of people or over gangways or roads, until all precautions have been taken to ensure the safety of the persons below, and until permission is given by the safety officer. Each specific site of overhead working will require consent from the safety officer. This will be given after satisfactory inspection. Work may be carried out in the vicinity of power cables only when permission is obtained from the safety officer and/or Owner Project Engineer. Work connected with overhead safety includes the movement of long metal objects, machinery, jibs, masts, arms or other elevated parts.

2.11. WORKING AT HEIGHT:

2.11.1. All temporary structure, erected by BIDDERS or Sub--Contractors for the purpose of allowing their staff to work at heights of more than 2 M. above floor level, must be constructed in accordance with the Safety Regulations laid down.

2.11.2. Whenever possible, ladders are to be made of wood and in good condition. Metal ladders must not be used where there is any possibility of the ladder coming into contact with an electrical conductor.

2.11.3. Roof working must be properly supervised.

2.12. SAFETY CLOTHES AND EQUIPMENT:

2.12.1 This will be supplied by BIDDERS and Sub-Contractors who are working on sites and must be adequate for the wellbeing of their staff engaged in the type of work contracted for.

2.12.2. The equipment and its use must comply with the regulations and codes of practice as laid down that apply to the conditions of work being undertaken.

2.12.3. BIDDERS and Sub-Contractors will be responsible for the use of any tools and equipment that is supplied by them, or their staff to the exclusion of all responsibility of the Owner. Tools will be maintained to the highest standard of safety. Whilst in the possession of such tools, the person so using said tools is responsible for the continued maintenance of safety standards.

2.12.4. It is the individual's responsibility to ensure that the tools he work with are suitable for the job and in a safe condition prior to work commencement. All necessary tools and equipment to complete a contract should be supplied by the TENDERER. Due provision must be made during contract preparation.

2.13 PLANT SERVICES:

Before using plant services such as electricity, permission to do so must be obtained from the appropriate authority, Owner Project Engineer or Safety Officer.

2.14 SUPERVISION:

BIDDERS working at the Project site, must ensure that their staff are adequately supervised.

2.15 WARNING SIGNS AND NOTICES:

Suitable warning signs are to be displayed warning of potential hazards. E-Tender For Supply, Erection, Installation, Testing and Commissioning of 33 Nos. of Heat Recovery Unit (HRU) with Fans, Heat Recovery Wheel, Drive Package and Control Panel and Dismantling of 33 Nos. of Old Heat Recovery Wheel with Complete Fans from the Terrace and First & Ground Floor at TIDEL Park. Tenderer shall at his own expense arrange for complying with all the occupational safety, health and welfare legislations of Government including the Electrical code and the Occupational Safety, Health and Welfare Act.

SECTION – 3 TOOLS:

3.1 ELECTRICALLY DRIVEN PORTABLE TOOLS:

3.1.1. Permission is to be obtained from the nominated person before any BIDDER or Sub-Contractor's electrical hand tools can be connected to the electricity supply.

3.1.2. Connection must be by 3-core and 3-pin plugs and sockets, except when tools are double insulated on a 2-wire supply. Where the supply is 3-phase, 4-core cable and 4-pin plugs and sockets with earth connections must be used.

3.1.3. Make-shift connections are prohibited.

3.1.4. The use of extension cables is discouraged, but sometimes necessary.

3.1.5. Portable electric lamps must be the 'Gripper' type with caged wire protection for the bulk and precautions as laid down under relevant section of the relevant Act of Government must be observed.

3.1.6. In all cases, with the exception of double insulated tools, the metal work of the tools must be effectively earthed, also any flexible metallic cable coverings must be earthed.

3.2 COMPRESSED AIR TOOLS:

3.2.1. BIDDERS and Sub-Contractors must obtain permission to use any compressed air supply at the Project site.

3.2.2. BIDDERS and Sub-Contractors must also provide suitable noise suppression for pneumatic hammers, drills etc.

3.3 PERCUSSION CARTRIDGE TOOLS:

3.3.1. Permission to use percussion tools must be obtained from the designated safety representative prior to the use of these tools.

3.3.2. Also, when using percussion tools, it is the individual's duty to ensure that the charges used in said tools are correct. These tools are to be handled as dangerous weapons, never leave tools unattended, never leave tools charged or store charged, never point tools at personnel, always lock up when finished both tool and charges.

3.4 HOISTING AND LIFTING

3.4.1. Permission must be obtained prior to the use of Plant and equipment, from the Owner Project Engineer or other nominated responsible person.

3.4.2. Equipment must be adequate for the purpose required and anchorage approved by the site safety officer

3.4.3. All equipment so used must have been examined by a competent person, and where necessary a certificate obtained in accordance with relevant sections of the relevant Act of Government. No object is to be left unattended whilst using lifting equipment.

3.5 MOVEMENT OF PLANT AND MACHINERY

Permission must be obtained prior to the movement of construction materials, plant or equipment in and around Project site.

3.6 POWERED INDUSTRIAL TRUCKS

Permission must be obtained prior to the use of lift-trucks by BIDDERS or Sub- Contractors at the Project site. Trucks must only be driven by competent licensed personnel, and must comply with statutory regulations.

MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY TENDERERS:

1. FIRST-AID-FACILITIES:

1.01 At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 labors or part thereof ordinary employed.

1.02 The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment:

1.02.01 For work places in which the number of labors employed does not exceed 50, each first-aid box shall contain the following equipments:

- 6 small sterilized dressings
- 3 medium size sterilized dressings 3 large size sterilized dressings
- 3 large size sterilized burn dressings
- 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine. 1 (30 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label. 1 snakebite lancet
- 1 (30 gms.) bottle of potassium permanganate crystals 1 pair scissors
- 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labor Institutes, Government of India.
- 1 bottle containing 100 tablets (each of 5 gms.) of aspirin. Ointment for burns
- A bottle of suitable surgical antiseptic solution

1.02.02 For work places in which the number of labors exceed 50. Each first-aid box shall contain the following equipments:

- 12 small sterilized dressings
- 6 medium size sterilized dressings 6 large size sterilized dressings
- 6 large size sterilized burn dressings
- 6 (15 gms.) packets sterilized cotton wool
- 1 (60 ml.) bottle containing a two per cent alcoholic solution of iodine.
- 1 (60 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
- 1 roll of adhesive plaster 1 snakebite lancet
- 1 (30 gms.) bottle of potassium permanganate crystals
- 1 pair scissors
- 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labor Institutes / Government of India.
- A bottle containing 100 tablets (each of 5 gms.) of aspirin. Ointment for burns
- A bottle of suitable surgical antiseptic solution

1.03 Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.

1.04 Nothing except the prescribed contents shall be kept in the First-aid box.

1.05 The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.

1.06 A person in charge of the First-aid box shall be a person trained in First-aid treatment,

in the work places where the number of contract labor employed is 150 or more.

1.07 In work places where the number of contract labor employed is 750 or more and hospital facilities are not available within easy distance from the work. First-aid posts shall be established and run by a trained Compounder. The Compounder shall be on duty and shall be available at all hours when the workers are at work.

1.08 Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

2.00 DRINKING WATER:

2.01 In every work place, there shall be provided and maintained at suitable places, easily accessible to labor, a sufficient supply of water fit for drinking.

2.02 Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.

2.03 Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.

2.04 A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

3.0 WASHING FACILITIES:

3.01 In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of labor employed and supervisory staff separately therein.

3.02 Separate and adequate cleaning facilities shall be provided for the use of male and female labors and supervisory staff.

3.03 Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

4.0 LATRINE AND URINALS:

4.01 Latrines shall be provided in every work place on the following scale namely:

- 4.02 Where females are employed, there shall be at least one latrine for every 25 females.
- 4.03 Where males are employed, there shall be at least one latrine for every 25 males.
- 4.04 4.01.3 Provided that where the number of males or females exceeds 100, it shall be
- 4.05 sufficient if there is one latrine for 25 males or females as the case may be up to the first 100, and one for every 50 thereafter.
- 4.06 Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- 4.07 Construction of latrines: the inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside. Standard sanitary fixtures & fittings shall be provided.
- 4.08 Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women only" as the case may be.
- 4.09 The notice shall also bear the figure of a man or of a woman, as the case may be.
- 4.10 There shall be at least one urinal for male workers up to 50 and one for female workers up to fifty employed at a time, provided where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females up to the first 500 and one for every 100 or part thereafter.
- 4.11 The latrine and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.
- 4.12 Latrine and urinals other than those connected with a flush sewage system.
- 4.13 shall comply with the requirements of the Public Health Authorities.
- 4.14 Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrine and urinals.
- 4.15 Disposal of excreta shall be arranged either by connection to a municipal sewer with permission from the local sanitary authority, or by providing connection to a covered soak pit.
- 4.16 The BIDDER shall at his own expense, carry out all instructions issued to him by the TIDEL (OWNER) OR ITS REPRESENTATIVE to effect proper disposal of night soil and other conservancy work in respect of the BIDDER's workmen or employees on the site. The BIDDER shall be responsible for payment of any charges which may be levied by Statutory Authority for execution of such on his behalf.

5.0. PROVISION OF SHELTER DURING REST:

5.1. At every place there shall be provided, free of cost, four suitable sheds, two for males and the other two for rest separately for the use of men and women labor. The height of each shelter shall not be less than 3 meters from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 Sq. m per head.

5.2. Provided that the TIDEL (OWNER) OR ITS REPRESENTATIVE may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

6.0. CRECHES

6.1. At every work place, at which 20 or more women worker are ordinarily employed; there shall be provided two rooms of reasonable dimensions for the use of their children under at the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with painted masonry walls with light weight roofing.

6.2 The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.

6.3 The BIDDER shall supply adequate number of toys and games in the play room.

6.4. The BIDDER shall provide one ayah to look after the children in the crèche when the number of women workers does not exceed 50 and two when the number of women workers exceed 50.

6.5 The use of the rooms earmarked as crèches shall be restricted to children, their attendants and mothers of the children.

7.0. CANTEENS

7.1. In every work place where the work regarding the employment of labor is likely to continue for six months and where in contract labor numbering one hundred or more is ordinarily employed, an adequate canteen shall be provided by the BIDDER for the use of such labor.

7.2. The canteen shall be maintained by the BIDDER in an efficient manner.

7.3. The canteen shall consist of at least a dining hall, kitchen, pantry and washing places separately for workers and utensils.

7.4 The canteen shall be sufficiently lighted at all times when any person has access to it.

7.5 The floor shall be made of smooth and impervious materials and inside walls shall be

lime-washed or color washed.

7.6 The premises of the canteen shall be maintained in a clean and sanitary condition.

7.7. Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.

7.8. Suitable arrangements shall be made for the collection and disposal of garbage.

7.9 The floor area of the dining hall shall be suitably provided with furniture.

7.10 Sufficient tables, stools, chair or benches shall be available for the number of diners to be accommodated.

7.11 There shall be provided and maintained sufficient utensils crockery, furniture and any other equipment's necessary for the efficient running of the canteen.

7.12. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.

7.13. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.

7.14. A service counter, if provided, shall have top of smooth and impervious material.

7.15. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipments.

7.16. The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labor.

7.17. The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No Profit, No Loss' and shall be conspicuously displayed in the canteen.

7.18. In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely:

7.19. The depreciation and maintenance charges for the building and equipment's provided for the canteen.

7.20. The cost of purchase, repairs and replacement of equipment's including furniture, crockery, cutlery and utensils.

7.21. The water charges and other charges incurred for lighting and ventilation. The interest and amounts spent on the provision and maintenance of equipment's provided for the canteen.

8.0 Minimum Safety Requirements (To be made a part of Tender conditions and BOQ of work-related package to address the inclusion of PPE, Scaffold, Electrical safety measures, House

Keeping as a minimum) Prior to commencing work on Site, the BIDDER must make himself aware of all the requirements for the Work and the Site relating to Environment, Health & Safety (EH&S) matters including all relevant legislation and standard codes of practice.

BIDDER shall comply with all the EH&S Requirements listed below which shall be deemed a fundamental condition of this Contract.

BIDDER must comply in full with all applicable Health & Safety (H&S) local and national legislation. (e. g. Labor License, Insurance Policy under workmen compensation Act, etc.) In circumstances where there is a conflict between local or national legislation and these Minimum Safety Requirements (MSR), the higher (more protective) requirement shall prevail. Guardrails are to be provided at all working places and other locations where persons or materials could fall more than 2.0m / 6'6". Where this can physically not be achieved, suitable and sufficient fall protection devices that do not rely on individuals should be provided and used to establish a safe place of work. (Examples include Safety Nets closely installed under height work, stretched wire ropes installed to hook up safety harnesses while workers move from one location to another at height, Use of full body safety harnesses with double lanyards etc.)

1. All persons working on suspended scaffolds/cradles/gondolas must wear and use appropriate fall prevention equipment so as to protect them effectively at all times when they are at risk from any failure of any part of the scaffold/cradle/gondola, including its suspension system.

2. Free-standing scaffold towers used externally must not be higher to the top platform level than three times the minimum base dimension, unless secured to a permanent structure. For internal use only, the height to platform may rise to 3.5 times the minimum base dimension. Wheels must be locked when towers are in use. No person is permitted to remain on a tower platform while a tower is being moved.

3. Holes, shafts and edges from or through which persons could fall a distance of more than 2 meter / 6ft 6in must be clearly marked with signage or other means and be adequately protected by covers or barriers so as to prevent falls of persons and materials.

4. All temporary electrical circuits must include a Residual Current Device, Earth Leakage

Circuit Breaker or Ground Fault Circuit Interrupter at source Powered Lifts and hoists, aerial platforms and scissors lifts must have a competent driver, certified by a qualified third party. Additionally, the above items must be certified as safe to use by a local government approved third party. Adequate lighting must be provided to enable safe access to and egress from every place on a site where persons are liable to work, this is in addition to task lighting. Induction/Orientation All workers shall receive site-specific safety induction/orientation, before they are involved in any activity at site. They must be made aware of site safety rules, provisions of first aid and welfare facilities such as drinking water, washing place, toilets, rest rooms, etc.

5. Task related Safety Instruction:

BIDDER shall ensure all workers shall receive at least one specific task-related training/skilling session per week. This may be achieved by using Toolbox talks &/or induction to Safe Work Method Statement.

6. Incident/Injury Reporting & Investigation:

BIDDER shall report and record all incidents, which have potential to cause injuries and damages and also injuries including first aid cases. Lost Time Injury (LTI) or serious injury must be intimated immediately as soon as possible by phone. (If an injured person doesn't likely to report to work in his next following shift, it is to be recorded as Lost Time Injury).

7. Job Safety Analysis & Safe Work Method Statement:

BIDDER must produce detailed Job Safety Analysis / Safe method of work for approval and use only approved work methods only. No work shall start without approved Job Safety Analysis / Safe Work Method Statement. All workers and supervisors must be inducted to Job Safety Analysis / Safe method of work. Oxygen / Acetylene / Fuel Gases/ Compressed or Liquefied Gases. All gas cylinders shall be stored, transported and handled as per the equipment's of Gas Cylinder Rules, 1981. Indian Standard Safety Codes to be followed by the BIDDER during execution of work.

LABOUR LAWS:

1. Labour:

The Tenderer shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labor, local or other, and for their payment, housing, feeding and transport. No women labor shall be employed by the Tenderer for the

purpose of executing work at site & further as per labor law statutes, no child labor shall be employed by the Tenderer. The Tenderer shall, if required by the TIDEL (Owner), deliver to the TIDEL (Owner) or its Representative a return in detail, in such form and at such intervals as the TIDEL (Owner) or its Representative may prescribe, showing the staff and the numbers of the several classes of labor from time to time employed by the Tenderer on the Site and such other information as the TIDEL (Owner) or its Representative may require.

2. Compliance with labor regulations:

During continuance of the contract, the Tenderer and his Sub-Contractors shall a Tenderer at all times by all existing labor enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labor law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labor law in future either by the State or the Central Government or the local authority. Salient features of some of the major labor laws that are applicable to construction industry are given below. The Tenderer shall keep the Owner indemnified in case any action is taken against the Owner by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Owner is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/byelaws/Acts/Rules/regulations including amendments, if any, on the part of the Tenderer, the TIDEL (Owner) or its Representative shall have the right to deduct any money due to the Tenderer including his amount of performance security. TIDEL (Owner) or its Representative shall also have right to recover from the Tenderer any sum required or estimated to be required for making good the loss or damage suffered by the Owner.

The employees of the Tenderer and the Sub-Contractor in no case shall be treated as the employees of the Owner at any point of time.

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.

a) Workmen Compensation Act 1923: The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

b) Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

c) Employees P.F. and Miscellaneous provision Act 195: The Act Provides for monthly contributions by the owner plus workers @ 10% or 8.33%. The benefits payable under the Act are:

- (i) Pension or family pension on retirement or death as the case may be.
- (ii) Deposit linked insurance on the death in harness of the worker.
- (iii) Payment of P.F. accumulation on retirement/death etc.

d) Maternity Benefit Act 1951:- The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

e) Contract Labor (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Tenderer to contract labor and in case the Tenderer fails to provide, the same are required to be provided, by the Principal Owner by Law. The principal Owner is required to take Certificate of Registration and the Tenderer is required to take license from the designated Officer. The Act is applicable to the establishments or Tenderer of Principal Owner if they employ 20 or more contract labor.

f) Minimum Wages Act 1948: The Owner is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employment.

g) Payment of Wages Act 1936: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

h) Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.

i) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or

more workmen. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/- per month. or less. The bonus to be paid to employees getting Rs.2500/- per month or above up to Rs.3500/- per month. shall be worked out by taking wages as Rs.2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of the Act.

j) Industrial Disputes Act 1947: The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

k) Industrial Employment (Standing Orders) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Owner on matters provided in the Act and get the same certified by the designated Authority.

l) Trade Unions Act 1926: The Act lays down the procedure per registration of trade unions of workmen and owners. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities. children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of Child Labor is prohibited in Building and Construction Industry.

n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.

o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: All the establishments who carry on any

building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Owner of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Owner to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

p) Factories Act 1948: The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

3. SUB-CONTRACTING:

The Tenderer shall not be required to obtain any consent from the owner for:

- a) The sub-contracting of any part of the Work for which the Sub-Contractor is named in the contract;
- b) The provision of labor; and
- c) The purchase of materials which are in accordance with the standards specified in the Contract. Beyond this if the Bidder proposes sub-contracting any part of the work during execution of work, because of some unforeseen circumstances to enable him to complete the work as per terms of the contract; the TIDEL (Owner) or its Representative will consider the following before according approval: The Tenderer shall not sub-contract the whole of the Work. The Bidder shall not sub-contract any part of the Work without prior consent of the TIDEL (Owner) or its Representative. Any such consent shall not relieve the Bidder from any liability or obligations under the contract and he shall be responsible for the acts, defaults and neglects of any Sub-Contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the Tenderer, his agents or workmen.

The TIDEL (Owner) or its Representative should satisfy whether (a) the circumstances warrant such sub-contracting; and (b) the Sub-Contractors so proposed for the Work possess the experience, qualifications and equipment necessary for the job proposed to be entrusted to them in proportion to the quantum of work to be sub-contracted. If payments are proposed to be made directly to that Sub-Contractor, this should be subject to specific authorization by

the prime Bidder so that this arrangement does not alter the Tenderer's liability or obligations under the contract.

4. Protection of Environment:

The Bidder shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

During continuance of the contract, the Tenderer and his Sub-Contractors shall attend at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

Salient features of some of the major laws that are applicable are given below:

The Water (Prevention and Control of Pollution) Act, 1974, this provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.

The Air (Prevention and Control of Pollution) Act, 1981, this provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.

The Environment (Protection) Act, 1986, this provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship which exists among and between water, air and land, and human

beings, other living creatures, plants, micro-organism and property.

The Public Liability Insurance Act, 1991, This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.

Site Office for Bidder

The Bidder shall provide temporary office, stores, laboratory and workshops at the location approved by the TIDEL (Owner) or its Representative. All temporary construction shall be put up after prior approval from Owner & TIDEL (Owner) or it's Representative.

The Bidder shall provide necessary approaches, fencing and other facilities at his own cost and within the quoted rates and with the prior approval of the TIDEL. No other land shall be occupied by the Bidder without the written permission of TIDEL. The Tenderer shall not use or allow to be used the land for any purpose other than that of executing the work. The Bidder shall dismantle and clear all materials and hand over the vacant possession of the area allowed to him before leaving the site after completion of the contract. Tender documents can be available in website viz. www.tidelpark.com. The tenderers may also download the documents from the above website and submit the bid along with demand draft in favor of "TIDEL PARK LTD" payable at Chennai. TIDEL Park Ltd reserves the right to accept/ reject any one /all the tenders without assigning any reason thereof.

The Managing Director

TIDEL PARK LTD,

No: 4, I Floor, Rajiv Gandhi Salai,

Taramani Chennai – 600 113

Ph: 91 44 22540500/501

Fax: 91 44 22541744

E-Mail : tenders@tidelpark.com, md@tidelpark.com

BIDDERS AND SUB-CONTRACTORS GUIDELINES:

- a. Safe working practices must be observed at all times.
- b. It is the responsibility of the BIDDERS and Sub-Contractors staff to use appropriate personal protection. It is the BIDDERS and Sub-Contractors obligation to supply necessary protective equipment and clothing.
- c. Certain areas are designated hazardous (e.g., noisy areas) and warning signs must be obeyed.
- d. Where the BIDDERS and Sub-Contractors work presents a potential hazard, appropriate notices must be supplied and displayed, and the area made secure as far as is reasonably possible.
- e. The Owner will not provide tools, materials, lifting or access equipment, fixings or raw materials, unless by previous arrangement.
- f. Any equipment brought to site by BIDDERS and Sub-Contractors must not be used by untrained persons, and attention is drawn to the indemnity clause of the Owner orders, which states that the BIDDER is liable for any consequent damage or loss to people, equipment or buildings.
- g. All welding, burning and grinding operations which could potentially cause fire must be reported to security.
- h. No alcohol is permitted at site, and anyone deemed to be under the influence of alcohol will be required to leave the site.
- i. Vehicle parking will be in designated areas only.
- j. No smoking is allowed in work areas.
- k. No food is to be consumed or left in work areas.
- l. Warning signs and speed restrictions must be observed.
- m. Place of work to be left in a tidy and safe condition at the end of each work period.
- n. Care to be taken against contamination of any product of paint, oil, etc.
- o. All injuries must be reported to the authorities as per law applicable.
- p. A health and safety officer shall be employed on such conditions as Circumstances require.

The above has been received and read by BIDDER/ Sub- BIDDER, we agree to comply with these Rules (See foot-note)

BIDDERS

Company

Date

NOTE:

The BIDDER will ensure that Sub-Licensee receive and sign a copy of these Rules.

ANNEXURE R: BANK GUARANTEE FORMAT FOR BID SECURITY

(Note: The Guarantee shall have to be provided by a public sector bank drawn at Chennai on Rs.100/- Non-Judicial Stamp Paper. The Draft Format filled in all respect is suggested to be approved from TIDEL)

To
TIDEL Park Limited
No. 4, Rajiv Gandhi Salai,
Taramani, Chennai – 600 113

In consideration of the TIDEL Park Limited (hereinafter called "TIDEL") awarded the Project (*defined herein*) to ----- a company incorporated under the Companies Act, 1956/2013 and having its registered office at ----- (hereinafter referred to as "**the Bidder**") which expression shall unless the context requires otherwise include its successors and assigns) as per terms and conditions contained in the bid documents for Licensing of the IT Park at Pattabiram, Chennai, Tamil Nadu comprising of IT space and commercial space including food court, gym and indoor games (hereinafter referred to as the "**Project**").

WE ____ BANK, HAVING BRANCH AT ____ (HEREINAFTER REFERRED TO AS "**THE**

BANK" WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE CONTEXT OR MEANING THEREOF, INCLUDE ITS SUCCESSORS, EXECUTORS AND ADMINISTRATORS) AT THE REQUEST OF _____ DO HEREBY IRREVOCABLY UNCONDITIONALLY UNDERTAKE TO PAY TO TIDEL AN AMOUNT NOT EXCEEDING RS. _____ /- (RUPEES _____ ONLY) ON DEMAND BY TIDEL.

We the Bank, do hereby undertake to pay the amounts due and payable under this guarantee agreement (hereinafter referred to as the "**Guarantee**") without any demure, merely on a demand from the TIDEL stating that the amount claimed is required to meet the recoveries due or likely to be due from the Licensee.

Any such demand made on the Bank by TIDEL shall be conclusive and binding as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.18,00,000 (Rupees Eighteen Lakhs).

We undertake to pay to the TIDEL, the amount due under this Guarantee so demanded notwithstanding any dispute or disputes raised by the Licensee in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under.

We, the Bank, further agree that the Guarantee herein contained shall remain in full force and effect for a period not less the 30 days of the Bid Validity Period as stipulated in the Request for Proposal (RFP) document no. ____ dated ____ ("hereinafter referred to as the RFP").

We, the Bank, branch further agree with the TIDEL, that TIDEL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the RFP or to extend time of validity of the tender or to terminate the bid process, or exercise any of the powers exercisable by the TIDEL against the Bidder and to forbear or enforce any of terms and conditions relating to the RFP and we shall not be relieved from our liability by reason of any such variation or extension or termination or for any forbearance act or omission on the part of the TIDEL or any indulgence by the TIDEL to the Bidder or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder. We hereby waive the necessity of your demanding the Bidder before presenting us with the demand. We, the Bank, lastly undertake not to revoke this Guarantee except with the previous consent of the TIDEL in writing.

This Guarantee shall be valid from the date of submission of the Bidder's proposal up to a period of not less than 30 (thirty) days beyond the Bid Validity Period (hereinafter referred to as the "**Guarantee Period**") unless extended on demand by TIDEL for any further period as determined by TIDEL. Notwithstanding anything contained herein before, our liability against this Guarantee is restricted to Rs. _____ (Rupees _____ Only) and it will remain in force till unless a claim or demand in writing is made against us under this Guarantee before the expiry of the Guarantee Period, after which all your rights under the said Guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder subject to the extension of the Guarantee Period.

Notwithstanding anything contained herein:

Our liability under this Bank Guarantee shall not exceed of Rs.18,00,000 (Rupees Eighteen Lakhs).

This Bank Guarantee shall be valid up to [●] (insert date) unless this Guarantee is extended for further period on demand from TIDEL Park Limited.

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before [●] or within the period extended thereafter based on the demand from TIDEL Park Limited.

IN WITNESS WHEREOF I/We of the Bank signed and sealed this Guarantee on the day of being herewith duly authorized by the Bank.

Witness:

For and on behalf of the Bank: Name:

Address:

ANNEXURE S: Estimated Average Rental

S.No.	Year	Estimated Average Rental
1.	Year 1	38
2.	Year 2	39.9
3.	Year 3	41.89
4.	Year 4	43.98
5.	Year 5	46.18
6.	Year 6	48.49
7.	Year 7	50.92
8.	Year 8	53.46
9.	Year 9	56.14
10.	Year 10	58.95
11.	Year 11	61.89
12.	Year 12	64.99
13.	Year 13	68.24
14.	Year 14	71.65
15.	Year 15	75.23
16.	Year 16	78.99
ESTIMATED AVERAGE RENTAL FOR LICENSE PERIOD, IF EXTENDED		
S.No.	Year	Estimated Average Rental
1.	Year 17	82.94
2.	Year 18	87.09
3.	Year 19	91.45
4.	Year 20	96.02
5.	Year 21	100.82
6.	Year 22	105.86
7.	Year 23	111.15
8.	Year 24	116.71
9.	Year 25	122.55
10.	Year 26	128.68
11.	Year 27	135.11
12.	Year 28	141.87
13.	Year 29	148.96
14.	Year 30	156.41

ANNEXURE T: Details of Comprehensive Maintenance

TIDEL PARK,PATTABIRAM			
LIST OF MAJOR EQUIPMENTS			
Sl.No.	Description	Capacity	Qty
1	Air Cooled Screw Chiller	401TR	5
2	Primary Pumps	764US Gpm@15m Head	6
3	Secondary Pumps	1086US Gpm@40m Head	5
4	Air Handling Units & HRWs	39TR, 33TR, 27TR, 21TR, 18TR, 13TR, 05TR	
5	Electrically driven high pressure multistage, multioutlet, centrifugal fire hydrant / sprinkler pump	2850LPM at low zone outlet head of 145.0mts medium zone outlet head of 185.0 m	2
6	Diesel Engine Driven Horizontal Centrifugal Pumpset	2850LPM at low zone outlet head of 145.0mts medium zone outlet head of 185.0 m	1
7	Electrical Motor Driven Automatic pressurisation (Jockey)	180 LPM against a total head of 185 M	2
8	Prime Rated Diesel Generator Set	2250 KVA	3
9	HSD TANK	30 KLD	1
10	INDOOR TYPE HT 33KV VCB METERING 1 PANEL	1 no of 33KV 1250A VCB	1
11	IN DOOR TYPE TRANSFORMER	2500 KVA	3
12	Main MV Panel		1
13	Passenger Lifts/Main Building	24 Passengers of 1632 Kgs	10
14	Service Lift/Main Building	1632 Kg Load Capacity	1
15	Passenger Lift/Food Court Building	15 Passengers of 1020 kgs & 8 Passenger of 544 Kgs	1Each
16	GOODS LIFT / SUBSTATION BUIDLING	2000kg Load Capacity	1
17	STP	230 KLD	1
18	STP		
REVERSE OSMOSIS PLANT 10 KLD			
19	RO FEED PUMP	3.00m3/hr	2Nos
20	ANTISCALENT DOSING PUMP	4LPH	1Nos
21	PH COREECTION DOSING PUMP	4LPH	1Nos
22	RO HIGH PRESSURE PUMP	3.00m3/hr	1Nos
WATER TREATMENT PLANT (RAIN WATER)			
23	FILTER FEED PUMP	15.00m3/hr	2Nos
24	SODIUM HYPO CHLORITE DOSING PUMP	6LPH	1Nos
WATER TREATMENT PLANT (TANKER WATER)			
25	FILTER FEED PUMP	15.00m3/hr	2Nos
26	SODIUM HYPO CHLORITE DOSING PUMP	6LPH	1Nos
SEWAGE TREATMENT PLANT (230KLD)			

TIDEL PARK,PATTABIRAM			
LIST OF MAJOR EQUIPMENTS			
Sl.No.	Description	Capacity	Qty
27	RAW SEWAGE PUMP	11.00m ³ /hr	2Nos
28	CHLORINE DOSING PUMP	6LPH	2Nos
29	SLUDGE TRANSFER PUMP	6.00m ³ /hr	2Nos
30	FILTER FEED PUMP	11.00m ³ /hr	2Nos
31	POLY DOSING PUMP	17LPH	1Nos
32	SCREW/FILTER PRESS DOSING PUMP	5.00m ³ /hr	1Nos
33	UF FEED PUMP	8.00m ³ /hr	2Nos
34	UF BACKWASH PUMP	27.00m ³ /hr	1Nos
35	SODIUM HYPO CHLORITE DOSING PUMP	17LPH	1Nos
36	CAUSTIC/ACID DOSING PUMP	17LPH	1Nos
RESTAURANTS BUILDING			
37	Submersible dewatering non clog pump-food court sewage area (MAKE ,KSB MODEL)- Amaporter 503ND +1.1KW+1.5HP	10m ³ /Hr 10 M PUMP HEAD(for 1 pump)	2set(1w+1s)
38	Submersible dewatering non clog pump-TD toilet sewage area (MAKE ,KSB MODEL)- Amaporter 503ND +1.1KW+1.5HP	5m ³ /Hr 10 M PUMP HEAD(for 1 pump)	1set(1w+1s)
MAIN BUILDING			
39	Sewage Submersible transfer cutter pump(MAKE ,KSB MODEL)- Amarex INS 50222/042ULG+4.2KW+5.6HP/190	20m ³ /Hr - 25 M PUMP HEAD(for 1 pump)	2set(1w+1s)
UTILITY BUILDING			
41	Sewage Submersible transfer cutter pump(MAKE ,KSB MODEL)- Amarex INS 50222/042ULG+4.2KW+5.6HP/190	20m ³ /Hr 25 M PUMP HEAD(for 1 pump)	41
U.G TANK FOR STP AREA			
42	Domestic water supply pump for U.G sump to OHT (make KSB) MODEL-Mb VT3 VCF 15B13+15KW/IE2/00 with single VFD system	15m ³ /Hr 145 M PUMP HEAD(for 1 pump)	42
U.G TANK FOR STP AREA			
43	Flushing water supply pump for U.G sump to OHT (make KSB) MODEL-Mb VT3 VCF 10B19+7.5KW/IE2/00 with single VFD system	145 M PUMP HEAD(for 1 pump)	1set(2w+1s)
U.G TANK FOR STP AREA			

TIDEL PARK,PATTABIRAM			
LIST OF MAJOR EQUIPMENTS			
Sl.No.	Description	Capacity	Qty
44	RO water supply pump to Campus (make KSB) MODEL-Mb VT2 VSF 10B06+2.2KW/IE2/01/single VFD system	10m3/Hr 50 M PUMP HEAD(for 1 pump)	44
	MAIN BUILDING TERRACE		
45	Terrace Booster pump OHT to campus (make KSB) MODEL-Mb VT2 KHM0803+1.5KW+2.0HP	7m3/Hr 24 M PUMP HEAD(for 1 pump)	1set(1w+1s)
	MAIN BUILDING BASEMENT		
46	Main building Basement collection pit pump	5m3/Hr 10 M PUMP HEAD(for 1 pump)	1W
	MAIN BUILDING IN TUNNEL		
47	Main building Basement Restructuring connecting in tunnel area collection pit pump	5m3/Hr 10 M PUMP HEAD(for 1 pump)	1W
	U.G TANK FOR STP AREA		
48	U.G tank in pump area collection pit pump	5m3/Hr 10 M PUMP HEAD(for 1 pump)	1W