Greater Chennai Corporation (GCC)

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

Grant of Advertising Rights on Bus Bays, Streetlights, Parks, Playgrounds, Sports Facilities, Community Halls, Community Centres, Shopping Complexes, and Bridges in Greater Chennai Corporation – Package C

B.D.C.No B1/3148C/ 2025

[Bid Due Date: 19.01.2026]

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

Greater Chennai Corporation (GCC)
Ripon Building
Poonamallee High Road
Chennai – 600003
Tamil Nadu, India
Phone: +91-44-2530 3700
Email: eebuildingsho@gmail.com
Website: https://chennaicorporation.gov.in

Disclaimer

This Request for Proposal (RFP) document is issued by the Greater Chennai Corporation (the “Authority”) for the purpose of granting advertising rights on select public assets under specified packages, as detailed in this document.

This document is provided to the Bidders solely for the purpose of preparing and submitting their Bids in accordance with the terms and conditions set out herein. While the information contained in this RFP has been prepared in good faith and is believed to be accurate as of the date of issue, the Authority does not make any representation or warranty (express or implied) as to the accuracy, reliability, completeness, or adequacy of the information or assumptions contained in this document, or any addenda, corrigenda, site data, or responses to queries issued subsequently.

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

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

- Physical condition of assets and sites;
- Local conditions and constraints;
- Applicable laws, rules, and regulations;
- Risks, costs, and obligations involved in the Concession;
- Accuracy and adequacy of the information provided in the RFP or made available during the bidding process.

Bidders are strongly advised to undertake a site visit, collect necessary technical, financial, and legal inputs, and carry out their own due diligence before submitting the Bid. The Authority shall not entertain any claim or liability arising out of the Bidder’s failure to fully acquaint itself with the project requirements or site realities.

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

By participating in the bidding process, the Bidders shall be deemed to have accepted the terms of this Disclaimer in full.

Glossary of Terms

Term	Definition	RFP Reference
Annual Concession Fee (ACF)	The annual payment quoted by the Concessionaire for the first year of the Concession, which shall escalate by 5% annually, compounded from the second year onward; this shall constitute the sole financial bid parameter.	DCA Article 10
Authorised Representative	The person duly authorised by a Bidder or the Authority to represent them in the bidding process.	Clause 3.2
Authority / GCC / Concessioning Authority	Greater Chennai Corporation (GCC), the municipal body issuing this RFP and granting Concessions for advertising rights.	Clause 1.1
Bid / Proposal	The complete submission made by a Bidder in response to this RFP, including Technical and Financial Proposals.	Clauses 3.1, 3.9, 3.10
Bid Due Date	The final date and time for online submission of Proposals through the Tamil Nadu Tenders portal.	Clause 1.4
Bid Package / Package	A defined group of Concessioned Assets offered for bidding as a single, indivisible unit.	Clause 1.3
Bid Parameter	The Annual Concession Fee offered by the Bidder to GCC, over and above the Reserve Annual Concession Fee for the relevant package.	DCA Article 10
Bid Schedule	The timeline for key events in the bidding process, including publication, pre-bid meeting, and submission deadlines.	Clause 1.4
Bidder	A legal entity (or eligible consortium) that submits a Proposal in response to this RFP. Individuals and sole proprietorships are not eligible.	Clause 2.1
Conflict of Interest	A situation in which a Bidder's relationships or roles compromise the fairness or integrity of the bidding process.	Clause 2.6
Concession Agreement	The legally binding agreement to be signed between the Authority and the Selected Bidder.	RFP Volume II: DCA
Consortium	A group of up to two eligible entities jointly submitting a Proposal, with one designated as the Lead Member.	Clause 2.4
Digital Signature Certificate (DSC)	A secure digital key issued by a certifying authority, used to authenticate documents submitted online through the Tamil Nadu Tenders portal.	Clause 3.1

Draw of Lots	A random selection method used to break a tie between two or more Financial Bids quoting the same Annual Concession Fee.	Clause 4.4
Earnest Money Deposit (EMD)	A refundable deposit submitted in the form of e-BG/ e-Bank Guarantee with the Bid.	Clause 3.9
Eligibility Criteria	The minimum technical and financial qualifications a Bidder must meet to participate in the bidding process.	Clauses 2.2, 2.3 and Section 4
Financial Bid	The part of the Proposal quoting the Annual Concession Fee offered above the Reserve Annual Concession Fee.	Clause 4.4
Financial Threshold	Threshold value of turnover, which the Bidder shall meet to qualify to bid for each relevant package.	Clause 4.3
Lead Member	The entity in a consortium authorised to act on behalf of all members, holding a majority share and responsible for all obligations.	Clause 2.4
Letter of Award (LoA)	A formal communication issued by the Authority to the Preferred Bidder, confirming acceptance of their bid and inviting execution of the Concession Agreement.	Clause 4.7
Limited Re-Bid	A restricted re-submission of revised Financial Bids among tied Bidders to resolve a tie.	Clause 4.4
Online Submission	The mandatory method for submitting Bids using the Tamil Nadu Tenders portal, with digital authentication.	Clause 3.1
Portfolio Evaluation	The process of evaluating all Bids collectively across multiple Packages, with the objective of identifying the combination of Bidders and Packages that maximizes the aggregate Annual Concession Fee to the Authority, while ensuring that each Bidder satisfies the applicable technical and financial eligibility criteria and the Award Criteria (Section 4) for the Packages proposed to be awarded to it.	Section 4
Performance Security	A refundable, interest-free deposit equal to 6 months of Year 1 ACF, submitted by the Concessionaire. Escalates annually by 5%.	DCA Article 7
Pre-Bid Meeting	A meeting organised by the Authority to address queries raised by prospective Bidders. May be attended in person or virtually.	Clause 3.2
Preferred Bidder	The Bidder identified by the Authority after Financial Evaluation (and any negotiation) as eligible for issue of LoA.	Clause 4.6
Proposal Validity	The duration (180 days from Bid Due Date) for which	Clause 3.3

Period	the submitted Proposal remains valid and binding.	
Proposal Withdrawal	No Bidder shall withdraw its Proposal and the act of a Bidder withdrawing its Proposal would result in forfeiture of EMD.	Clause 3.6
Responsiveness Check	Initial screening of Technical Bids for completeness, correctness, and compliance with submission requirements.	Clause 4.2
Reserve Annual Concession Fee	**Reserve Annual Concession Fee** means the minimum fixed annual payment separately notified by the Authority for each Package in the Request for Proposal, below which any Financial Proposal shall be deemed non-responsive.	Clause 1.3
Reserved Advertising Area	10% of the total advertising area across all Advertising Infrastructure to be reserved and maintained by the Concessionaire for the exclusive purpose of displaying public messaging	Clause 1.3
Selected Bidder	The Preferred Bidder who accepts the LoA and is eligible to sign the Concession Agreement.	Clause 4.7
Site Visit	Independent inspection by Bidders to assess ground realities of the assets. No claims are entertained post-submission.	Clause 6.7
Tamil Nadu Tenders Portal	The official e-Procurement platform (www.tntenders.gov.in) through which the entire bidding process is conducted.	Clause 3.1
Technical Bid / Technical Proposal	The part of the Proposal demonstrating the Bidder's qualifications, past experience, and compliance with eligibility requirements.	Clauses 3.1, 4.3
Technical Threshold	Threshold value of installed advertising media area under a qualifying project, which the Bidder shall meet to technically qualify to bid for each relevant package.	Clauses 2.2 &4.3

TABLE OF CONTENTS

SECTION 1.	**INTRODUCTION**	**8**
1.1	**Background**	**8**
1.2	**Issuing Authority**	**8**
1.3	**Summary of Bid Packages**	**8**
1.4	**Bid Schedule**	**16**
SECTION 2.	**ELIGIBILITY AND QUALIFICATION**	**17**
2.1	**General Eligibility**	**17**
2.2	**Technical Eligibility Criteria**	**17**
2.3	**Financial Eligibility Criteria**	**17**
2.4	**Consortium Conditions**	**18**
2.5	**Disqualification Conditions**	**18**
2.6	**Conflict of Interest**	**18**
2.7	**Right to Verify**	**19**
2.8	**Applicability of Tamil Nadu Tender and PPP Framework**	**19**
SECTION 3.	**INSTRUCTIONS TO BIDDERS**	**20**
3.1	**Online Submission through Tamil Nadu Tenders Portal**	**20**
3.2	**Pre-Bid Queries and Clarifications**	**20**
3.3	**Proposal Validity**	**20**
3.4	**Bid Due Date and Timelines**	**21**
3.5	**Language and Format**	**21**
3.6	**Modification of Bids**	**21**
3.7	**Authority's Right to Annul or Modify the Bidding Process**	**22**
3.8	**Deleted**	**22**
3.9	**Earnest Money Deposit (EMD)**	**22**

3.10 Checklist and Submission of Originals 23

SECTION 4. BID EVALUATION AND SELECTION 24

4.1 Bid Opening Procedure 24

4.2 Responsiveness Check and Preliminary Scrutiny 24

4.3 Evaluation of Technical Bids 24

4.4 Opening and Evaluation of Financial Bids 26

4.5 Reservation of Rights by Authority 27

4.6 Negotiation and Selection of Preferred Bidder 27

4.7 Issue of Letter of Award (LoA) 27

4.8 Execution of Concession Agreement 28

SECTION 5. LEGAL AND REGULATORY FRAMEWORK 29

5.1 Applicable Legal Framework 29

5.2 Interpretation and Order of Precedence 29

5.3 Jurisdiction 29

SECTION 6. MISCELLANEOUS 30

6.1 Fraudulent and Corrupt Practices 30

6.2 Right to Verify Information 30

6.3 Costs and Expenses 30

6.4 No Obligation to Award 31

6.5 Rights of the Authority 31

6.6 Confidentiality 31

6.7 Disclaimer on Site Visits and Asset Condition 31

SECTION 7. BIDDING FORMS AND SUBMISSION REQUIREMENTS 32
FORM 1: LETTER COMPRISING THE BID 33
FORM 2: DETAILS OF THE BIDDER 35
FORM 3: POWER OF ATTORNEY FOR SIGNING THE BID 37
FORM 4: POWER OF ATTORNEY IN FAVOUR OF THE LEAD MEMBER OF THE CONSORTIUM 38

FORM 5: AFFIDAVIT CERTIFYING THAT THE BIDDER IS NOT BLACKLISTED **40**
FORM 6: STATEMENT OF LEGAL CAPACITY **42**
FORM 7: TECHNICAL CAPACITY OF THE BIDDER **43**
FORM 8: FINANCIAL CAPACITY OF THE BIDDER **45**
FORM 9: FINANCIAL BID SUBMISSION FORM **46**
FORM 10: JOINT BIDDING AGREEMENT **47**
FORM 11: INSTRUCTIONS FOR SUBMITTING BIDS ONLINE **50**
FORM 12: BANK GUARANTEE FOR EARNEST MONEY DEPOSIT **52**

Section 1. Introduction

1.1 Background

The **Greater Chennai Corporation** ("**GCC**" or the "**Authority**" or the "**Concessioning Authority**"), in its capacity as the municipal authority responsible for civic infrastructure and service delivery in Chennai, intends to augment its non-tax revenues through the regulated grant of advertising rights on select public-use assets owned and maintained by it.

In pursuit of this objective, GCC is undertaking a competitive bidding process for the award of advertising rights across its jurisdiction. The opportunity is offered through multiple independent **bid packages**, each comprising a defined set of **Concessioned Assets**, such as bus bays, streetlight poles, parks, playgrounds, bridges, community centres, and other built structures. The assets under each package are geographically distributed across one or more zones of GCC.

Each package shall be awarded as a standalone **Concession**, and the Selected Bidder ("**Concessionaire**") for a package shall be granted a non-exclusive, time-bound license to install, operate, and commercially exploit outdoor advertising infrastructure on the designated Concessioned Assets falling under that package, in accordance with the terms and conditions of the **Draft Concession Agreement (DCA)**, forming **Volume II** of this RFP.

The **bid parameter** for each package shall be the **Annual Concession Fee** offered by the bidder to GCC, over and above the **Reserve Annual Concession Fee** notified for that package. The rights granted under each Concession shall be limited to the scope defined in the Concession Agreement and shall not create any tenancy, leasehold, or proprietary interest in favour of the Concessionaire.

1.2 Issuing Authority

This Request for Proposal is issued by:

Greater Chennai Corporation (GCC)

Ripon Building, Poonamallee High Road

Chennai – 600 003, Tamil Nadu, India

Website: https://www.chennaicorporation.gov.in

Email: eebuildingsho@gmail.com

Phone: +91-44-2530 3700

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

1.3 Summary of Bid Packages

This RFP is structured as a multi-package tender, with each package comprising a defined set of built assets located across one or more administrative zones of the Authority. Bidders may submit proposals for one or more of the six packages. For bidders submitting proposal for multiple packages, the Bidder must meet the technical and financial qualification criteria stipulated in Clause 4.3. The Bidder shall submit all required documents and financial proposal separately for each of the packages. Each package shall be evaluated and

implemented independently. The award of packages shall be in the manner as specified in clauses 4.3 and 4.4.The term of the Concession shall be for nine (9) years. The detailed composition of each package, including asset counts, zones covered, maximum permitted advertising area, and applicable Reserve Annual Concession Fee, is provided in the tables below and in Schedule A of the Draft Concession Agreement (RFP Volume II).

Package A

Asset Category	Zone 13	Total No. of Assets	Maximum Permitted Advertising Area (sqm)	Reserve Annual Concession Fee (INR)	Earnest Money Deposit (EMD) (INR)
Bus Bays	**10**	**10**	**204**	**17.0 Crore**	**15,00,000**
Bus Route Road Streetlight Poles	**1,705**	**1,705**	**1,957**		
Other Streetlight Poles	**88**	**88**	**71**		
Parks, Playgrounds & Sports Facilities	**199**	**199**	**2,878**		
Shopping Complex	**1**	**1**	**20**		
Community Halls / Centres	**2**	**2**	**19**		
Bridges	**3**	**3**	**50**		

Package B

Asset Category	Zone 9	Total No. of Assets	Maximum Permitted Advertising Area (sqm)	Reserve Annual Concession Fee (INR)	Earnest Money Deposit (EMD) (INR)

Bus Bays	**5**	**5**	**102**	**13.5 Crore**	**15,00,000**
Bus Route Road Streetlight Poles	**2,519**	**2,519**	**2,873**		
Other Streetlight Poles	**298**	**298**	**240**		
Parks, Playgrounds & Sports Facilities	**101**	**101**	**1443**		
Shopping Complex	**13**	**13**	**97**		
Community Halls / Centres	**13**	**13**	**123**		
Bridges	**14**	**14**	**142**		

Package C

Asset Category	Zone 4	Zone 7	Zone 10	Total No. of Assets	Maximum Permitted Advertising Area (sqm)	Reserve Annual Concession Fee (INR)	Earnest Money Deposit (EMD) (INR)
Bus Bays	**1**	**3**	**2**	**6**	**121**	**11.5 Crore**	**10,00,000**
Bus Route Road Streetlight Poles	**602**	**920**	**1,264**	**2,786**	**3,183**		
Other Streetlight Poles	**62**	**-**	**6**	**68**	**55**		

Asset Category	Zone 4	Zone 7	Zone 10	Total No. of Assets	Maximum Permitted Advertising Area (sqm)	Reserve Annual Concession Fee (INR)	Earnest Money Deposit (EMD) (INR)
Parks, Playgrounds & Sports Facilities	**101**	**58**	**154**	**313**	**3,600**		
Shopping Complex	**1**	**2**	**13**	**16**	**320**		
Community Halls / Centres	**1**	**-**	**5**	**6**	**57**		
Bridges	**3**	**1**	**11**	**15**	**521**		

Package D

Asset Category	Zone 6	Zone 12	Zone 14	Total No. of Assets	Maximum Permitted Advertising Area (sqm)	Reserve Annual Concession Fee (INR)	Earnest Money Deposit (EMD) (INR)
Bus Bays	**7**	**-**	**1**	**8**	**158**	**11.0 Crore**	**10,00,000**
Bus Route Road Streetlight Poles	**838**	**290**	**-**	**1,128**	**1,339**		
Other Streetlight Poles	**8**	**-**	**137**	**145**	**117**		

Asset Category	Zone 6	Zone 12	Zone 14	Total No. of Assets	Maximum Permitted Advertising Area (sqm)	Reserve Annual Concession Fee (INR)	Earnest Money Deposit (EMD) (INR)
Parks, Playgrounds & Sports Facilities	**105**	**88**	**150**	**343**	**4,377**		
Shopping Complex	**5**	**3**	**4**	**12**	**196**		
Community Halls / Centres	**6**	**3**	**3**	**12**	**114**		
Bridges	**1**	**1**	**-**	**2**	**44**		

Package E

Asset Category	Zone 3	Zone 8	Zone 11	Total No. of Assets	Maximum Permitted Advertising Area (sqm)	Reserve Annual Concession Fee (INR)	Earnest Money Deposit (EMD) (INR)
Bus Bays	**-**	**1**	**-**	**1**	**20**	**10.5 Crore**	**10,00,000**
Bus Route Road Streetlight Poles	**178**	**1,664**	**234**	**2,076**	**2,193**		
Other Streetlight Poles	**-**	**15**	**-**	**15**	**12**		

Asset Category	Zone 3	Zone 8	Zone 11	Total No. of Assets	Maximum Permitted Advertising Area (sqm)	Reserve Annual Concession Fee (INR)	Earnest Money Deposit (EMD) (INR)
Parks, Playgrounds & Sports Facilities	**85**	**133**	**93**	**311**	**3,819**		
Shopping Complex	**-**	**13**	**-**	**13**	**141**		
Community Halls / Centres	**3**	**5**	**-**	**8**	**76**		
Bridges	**-**	**1**	**-**	**1**	**10**		

Package F

Asset Category	Zone 1	Zone 2	Zone 5	Zone 15	Total No. of Assets	Maximum Permitted Advertising Area (sqm)	Reserve Annual Concession Fee (INR)	Earnest Money Deposit (EMD) (INR)
Bus Bays	**4**	**-**	**-**	**1**	**6**	**122**	**9.5 Crore**	**10,00,000**
Bus Route Road Streetlight Poles	**58**	**132**	**1,647**	**168**	**2,005**	**2,323**		
Other Streetlight Poles	**-**	**-**	**-**	**-**	**-**	**-**		

Asset Category	Zone 1	Zone 2	Zone 5	Zone 15	Total No. of Assets	Maximum Permitted Advertising Area (sqm)	Reserve Annual Concession Fee (INR)	Earnest Money Deposit (EMD) (INR)
Parks, Playgrounds & Sports Facilities	**40**	**64**	**81**	**82**	**267**	**3,182**		
Shopping Complex	**-**	**-**	**22**	**-**	**22**	**440**		
Community Halls / Centres	**1**	**2**	**4**	**2**	**9**	**85**		
Bridges	**1**	**-**	**14**	**0**	**15**	**155**		

The Concessionaire shall:

a) be entitled to utilize up to 90% of the approved media area for commercial advertisements, subject to content restrictions under this Agreement.
b) reserve and maintain, an area equivalent to ten percent (10%) of the total advertising area across all Advertising Infrastructure (the "**Reserved Advertising Area**") for the exclusive purpose of displaying public messaging subject to provisions under clause 8.7 of the DCA.

1.4 Bid Schedule

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

Event	Date	Time (IST)	Remarks
Publication of RFP	09.12.2025		Available on www.tntenders.gov.in
Start of Bid Document Download	09.12.2025	6.00 pm	Downloadable only from www.tntenders.gov.in
Last date for submission of pre-bid queries	19.12.2025	4.00 pm	Queries to be submitted through the e-mail
Pre-bid meeting	22.12.2025	3.00 pm	Details to be published on the portal
Last date for online bid submission (Bid Due Date)	19.01.2026	3.00 pm	Submission only via www.tntenders.gov.in
Opening of Technical Proposals	20.01.2026	11.00 am	Online opening through the portal
Opening of Financial Proposals	—	—	To be Inform Later
Issue of Letter of Award (LoA)	—	—	To be Inform Later
Execution of Concession Agreement	Within 30 days of LoA	—	As per terms of the RFP and LoA

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

Section 2. Eligibility and Qualification

2.1 General Eligibility

Bids may be submitted by the following types of legal entities:

a) A company incorporated under the Companies Act, 1956 or 2013;
b) A partnership firm registered under the Indian Partnership Act, 1932;
c) A limited liability partnership (LLP) registered under the LLP Act, 2008; or
d) A consortium of entities of the above types, subject to the conditions set out in Clause 2.4.

The Bidder must be legally competent to contract under Indian law. Bids submitted by individuals or sole proprietorships shall not be accepted.

2.2 Technical Eligibility Criteria

The Bidder (or Lead Member, in case of a consortium) shall meet the following minimum technical experience requirements for each package it bids for:

a) The Bidder must have successfully executed at least one (1) outdoor advertising project involving the installation of advertising media on public assets, for a government authority, statutory body, or public sector undertaking in India, within the last seven (7) financial years.

b) The installed advertising media area under the qualifying project must be not less than **Technical Threshold specified for the relevant package under clause 4.3**.

   A Bidder may rely on the same qualifying project experience to bid for one or more Packages, **subject to the package award limitations prescribed in Clause 4.4.3**.

c) The Bidder must also demonstrate a minimum of five (5) years of experience in the outdoor advertising industry (public or private sector).

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

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

2.3 Financial Eligibility Criteria

The Bidder must demonstrate the following financial capacity for each package:

a) The average annual gross turnover of the Bidder, during any two (2) of the last five (5) financial years, shall not be less than the **Financial Threshold** specified for the relevant Package(s) under Clause 4.3.

   Where a Bidder submits bids for multiple Packages, the required Financial Threshold shall be cumulative across all such Packages.If a Bidder's financial capacity is sufficient for some, but not all, of the Packages bid for, such Bidder shall remain eligible for consideration under the portfolio evaluation and may be awarded only those Packages (or combination thereof) for which it meets the cumulative financial requirement, award will be subject to Award Criteria in Section 4.

b) At least **25% of the turnover for the two (2) qualifying years** as claimed under clause 2.3 (a) shall be derived from advertising, media, or related services.

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

Supporting documents: Audited financial statements for past 5 financial years and a certificate from a Chartered Accountant in the format prescribed in Section 8.

2.4 Consortium Conditions

Bids may be submitted by a consortium, subject to the following conditions:

d) The consortium shall consist of not more than two (2) members.

e) One member shall be designated as the Lead Member, who shall hold a majority share in the consortium at bid stage and throughout the Concession Period.

f) All members of the consortium shall be jointly and severally responsible for all obligations under the Concession Agreement.

g) The bid shall include:

   i. A valid Power of Attorney authorising the Lead Member of the Consortium; and

   ii. A duly executed Joint Bidding Agreement, in the formats provided in Section 8.

2.5 Disqualification Conditions

A Bidder shall be disqualified if:

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

b) The Bidder or any of its consortium members is blacklisted or debarred by any government or public body;

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

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

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

2.6 Conflict of Interest

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

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

b) **Multiple Bids**: A Bidder or any of its group entities or affiliates participates, directly or indirectly, in more than one bid for the same package.

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

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

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

2.7 Right to Verify

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

2.8 Applicability of Tamil Nadu Tender and PPP Framework

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

Section 3. Instructions to Bidders

3.1 Online Submission through Tamil Nadu Tenders Portal

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

Bidders are required to:

- Register on the TNTenders portal using a valid Digital Signature Certificate (DSC);
- Upload the Technical Proposal and Financial Proposal in separate files, as specified;
- Ensure that all required documents and forms prescribed in **Section 8: Appendices** are duly filled, digitally signed, and uploaded prior to the Bid Due Date.

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

3.2 Pre-Bid Queries and Clarifications

Bidders may seek clarifications on this RFP by submitting written queries in the format specified in **Section 8: Appendices**. All queries shall be submitted **by email** to the **Authorized Representative** at the address below, no later than the deadline specified in the Bid Schedule (Clause 1.6):

Email Address: eebuildingsho@gmail.com
Subject Line: “Pre-Bid Query – Advertising Rights RFP – Package “C”
To be addressed to: *Superintending Engineer, Buildings Department*
Greater Chennai Corporation
Ripon Building, Poonamallee High Road, Chennai – 600 003
Email: eebuildingsho@gmail.com

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

Venue: Ripon Building, Greater Chennai Corporation, Poonamallee High Road, Chennai – 600003, Tamil Nadu

The meeting may also be attended virtually. The link to join the pre-bid meeting via video conferencing shall be published on the **Tamil Nadu Tenders portal** (www.tntenders.gov.in) at least one day prior to the meeting.

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

3.3 Proposal Validity

The Proposal submitted by the Bidder shall remain valid for a period of **180 (one hundred and eighty) days** from the Bid Due Date specified in Clause 1.6 of this RFP (“Proposal Validity Period”).

The Authority may request Bidders to extend the Proposal Validity Period by issuing a written communication. A Bidder may decline such request without forfeiting its Earnest Money

Deposit (EMD). However, the Authority shall not consider any proposal that is not valid on the date of evaluation.

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

3.4 Bid Due Date and Timelines

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

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

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

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

3.5 Language and Format

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

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

Bidders shall submit their proposals strictly in the formats and sequence prescribed in **Section 8: Appendices – Bidding Forms and Submission Requirements**. All uploaded documents shall be **digitally signed by the authorised signatory** holding the valid Digital Signature Certificate (DSC) used for submission. Wherever applicable, scanned copies of signed documents must also bear the **physical signature and seal** of the authorised signatory.

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

3.6 Modification of Bids

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

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

No Bid shall be withdrawn.
If a Bidder submits and withdraws its Bid at any point in time from the start date of bid document download or fails to comply with any post-bid obligations without sufficient cause, the Authority reserves the right to **forfeit the Earnest Money Deposit (EMD)** and initiate appropriate action as per applicable rules.

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

The Authority reserves the right to **annul, cancel, withdraw, suspend, or modify the bidding process** in respect of one or more packages, at any time, **without assigning any reason and without incurring any liability** to any Bidder or third party.

The Authority also reserves the right to:

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

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

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

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

3.8 Deleted

3.9 Earnest Money Deposit (EMD)

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

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

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

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

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

b) If the Selected Bidder fails to execute the Concession Agreement within the prescribed period;

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

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

3.10 Checklist and Submission of Originals

Each Bid shall include the documents and forms listed in the **Checklist of Submissions** provided in **Section 8: Appendices – Bidding Forms and Submission Requirements**. All documents must be uploaded in the prescribed format and digitally signed by the Authorised Signatory.

In addition, the following original documents shall be submitted in hard copy at the address specified below, within **48 (forty-eight) hours** from the Bid Due Date:

a) Power of Attorney for Signing of Bid

b) Power of Attorney for Lead Member of Consortium (if applicable)

c) Affidavit certifying that the Bidder is not blacklisted

d) Joint Bidding Agreement

e) Any other document expressly required to be submitted in original

Submission Address:
Superintending Engineer,
Buildings Department.
Greater Chennai Corporation
Amma maligai, 5th floor,
Ripon Building,
Poonamallee High Road
Chennai – 600003, Tamil Nadu
Bidders are advised to retain proof of delivery. The Authority reserves the right to reject any Bid if the required original documents are not received within the stipulated period.

Section 4. Bid Evaluation and Selection

4.1 Bid Opening Procedure

Bids shall be opened and evaluated through a two-envelope system as follows:

a) The Technical Bids of all Bidders shall be opened first, for all Packages together, to assess responsiveness and preliminary eligibility under Section 2.

b) The Financial Bids of all responsive Bidders shall then be opened simultaneously for all Packages.

Notwithstanding anything to the contrary contained elsewhere in this Document, the evaluation and award of Packages shall be undertaken on a portfolio basis, such that:

a) The technical and financial qualifications of each Bidder shall be verified with reference to the final combination of Packages proposed to be awarded to that Bidder, recognising that:

   (i) technical eligibility may be satisfied for all or a subset of the Packages bid for, depending on the qualifying project(s) submitted; and

   (ii) financial capacity shall be assessed cumulatively for the aggregate of Packages proposed for award; and

b) The overriding objective of evaluation shall be to **maximize the aggregate Annual Concession Fee** receivable by the Authority, subject to all eligibility requirements and package-award limitations specified in this Document.

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

4.2 Responsiveness Check and Preliminary Scrutiny

Each Technical Bid shall be examined to determine whether it:

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

b) Includes all documents specified in Section 8;

c) Is accompanied by the required EMD;

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

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

Only responsive Bids shall be considered for detailed technical evaluation.

4.3 Evaluation of Technical Bids

a) Each responsive Bidder shall be evaluated for technical capacity as follows:

   (i) The Bidder shall submit details of qualifying project(s) in accordance with Clause 2.2(b).

(ii) For each Package, the Authority shall compare the size of the Bidder's qualifying project(s) against the Technical Threshold specified for that Package.

(iii) The Bidder shall be deemed technically qualified only for those Packages whose Technical Threshold is equal to or less than the size demonstrated by its reference project(s).

(iv) A Bidder may rely on the same reference project for multiple Packages, subject to the above test.

(v) Where the Bidder's qualifying project is smaller than the threshold for certain Packages, the Bidder shall be considered technically qualified only for the subset of Packages that it meets.

b) The Bidder's financial capacity shall be assessed in terms of its average annual turnover as defined in Clause 2.3.At this stage, the turnover shall only be verified and recorded; its sufficiency shall be tested cumulatively during portfolio evaluation under Clause 4.4, based on the specific combination of Packages proposed to be awarded.

c) The outcome of this stage shall be an **eligibility matrix** listing, for each Bidder:

(i) The Packages for which it is technically qualified; and

(ii) Its verified average annual turnover.

d) The aforementioned eligibility matrix shall form the basis for portfolio evaluation.

The **Technical Threshold and Financial Threshold** applicable to each Package, for the purpose of this RFP, are set forth in the table below:

Package	Max. Permitted Area	Technical Threshold	Reserve ACF (INR, Cr)	Financial Threshold
A	5,199 sq.m	1,600 sq.m	17.0	₹25 Cr
B	5,020 sq.m	1,500 sq.m	13.5	₹20 Cr
C	7,857 sq.m	2,400 sq.m	11.5	₹17 Cr
D	6,345 sq.m	1,900 sq.m	11.0	₹17 Cr
E	6,272 sq.m	1,900 sq.m	10.5	₹15 Cr
F	6,308 sq.m	1,900 sq.m	9.5	₹14 Cr

Illustration:

For a Bidder to be considered for both Packages A&C:

a) The Bidder must demonstrate **at least 2,400 sq.m** of completed public media area, and

b) **₹42 Cr.** in average annual turnover from eligible activities (₹25 Cr. + ₹17 Cr.)

For avoidance of doubt it is clarified that if a Bidder has executed a qualifying project with installed media area of 1,900 sq.m, they may use this same project to bid for the Packages D, E and F (which require a minimum Technical Threshold of 1,900 sq.m from one qualifying project), as well as Packages A and B (which require Technical Threshold of only 1,600 sq.m and 1,500 sq.m respectively from one qualifying project), since the project meets or exceeds the minimum Technical Threshold for each of those packages.

4.4 Opening and Evaluation of Financial Bids

4.4.1 The Authority shall open the Financial Bids of all responsive Bidders for all Packages simultaneously through the Tamil Nadu Tenders Portal.Each Financial Bid shall quote the **Annual Concession Fee ("Financial Bid")** offered over and above the Reserve Annual Concession Fee.

4.4.2 Portfolio evaluation shall be carried out as follows:

a) Step 1 – Compilation of Bids:

All Financial Bids shall be tabulated for each Package and linked to the eligibility matrix prepared under Clause 4.3.

b) Step 2 – Identification of Feasible Combinations:

All feasible award combinations shall be generated ensuring that:

(i) Each Bidder is considered only for Packages for which it is technically qualified;

(ii) For any combination of Packages proposed to be awarded to a Bidder, its verified turnover ≥ the sum of the Financial Thresholds of those Packages; and

(iii) The restrictions on maximum number or grouping of Packages under Clause 4.4.3 are respected.

c) Step 3 – Portfolio Comparison:

For each feasible combination, the total ACF to the Authority (sum of all ACFs across awarded Packages) shall be computed.

d) Step 4 – Selection of Optimal Portfolio:

The combination yielding the highest total ACF to the Authority shall be declared the Optimal Portfolio.

e) Step 5 – Confirmation of Qualification:

Within the Optimal Portfolio, each Bidder's qualification shall be reconfirmed with reference to the final set of Packages awarded, applying the technical and cumulative financial thresholds.The Authority shall then award the Packages in the configuration representing the Optimal Portfolio.

4.4.3 Notwithstanding any other provision herein, the award of Packages shall be governed by the following limitations:

a. A Bidder shall not be awarded more than three (3) Packages in total.

b. A Bidder shall not be awarded both Package A and Package B.

For the avoidance of doubt, the determination of the Optimal Portfolio shall be based solely on the combination of Package awards that yields the highest aggregate Annual Concession Fee to the Authority, subject to all eligibility and award-limit conditions.Accordingly, the Authority is not bound to award any individual Package to the Bidder quoting the highest ACF for that Package, where such award does not conform with 4.4.2 above.

4.4.4 Deleted**.**

4.4.5 In the event of a tie – i.e., where two or more Bidders quote the same highest Annual Concession Fee for a Package, or where alternative portfolio combinations yield the same aggregate Annual Concession Fee, the Authority shall invite limited re-bids from the affected Bidders for the concerned Package(s), to identify the combination that produces the highest overall aggregate Annual Concession Fee to the Authority.

If a tie persists after such limited re-bid, the Authority shall determine the successful Bidder(s) for the affected Package(s) by draw of lots, conducted in the presence of the authorised representatives of the tied Bidders.

4.5 Reservation of Rights by Authority

4.5.1 The Authority reserves the right, in its sole and absolute discretion, to:

a. Award none, some, or all Packages;

b. Award Packages in any combination deemed by the Authority to maximize the aggregate Annual Concession Fee; and

c. Reject, accept, or modify any Bid, or any portion thereof, without the necessity of providing any explanation.

4.5.2 By submitting a Financial Bid, a Bidder shall be deemed to have irrevocably acknowledged and accepted the Authority's prescribed evaluation methodology and all stipulated award conditions.

4.6 Negotiation and Selection of Preferred Bidder

The Authority reserves the right to invite the Selected Bidder or Bidders to participate in the negotiation process with the objective of enhancing the overall financial value of the portfolio to the Authority.

4.7 Issue of Letter of Award (LoA)

The Authority shall issue a **Letter of Award (LoA)** to the Preferred Bidder for each package. The LoA shall specify the awarded package, the accepted Annual Concession Fee, and the timeline for signing the Concession Agreement.

The Preferred Bidder shall:

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

b) Comply with all other conditions precedent to signing of the Concession Agreement, as specified in the LoA.

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

In the event that the Bidder ranked highest for a package:

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

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

c) **Fails to comply with any terms of the LoA** or to execute the Concession Agreement within the stipulated time,

then the Authority shall have the right to:

a) Cancel the award and forfeit the Earnest Money Deposit (EMD); and

b) At its sole discretion, invite one or more other Bidders, whose inclusion results in the next-best feasible portfolio combination, as determined by the Authority, to **match or improve** the earlier offer and be considered for award, provided that their Bid remains valid and compliant with the terms of this RFP.

4.8 Execution of Concession Agreement

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

The Performance Security shall be furnished **after execution of the Concession Agreement**, in accordance with its terms. Failure to execute the agreement or furnish the Performance Security within the stipulated period shall result in cancellation of the award and forfeiture of the EMD, without prejudice to other remedies available to the Authority.

Section 5. Legal and Regulatory Framework

Governing Law

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

5.1 Applicable Legal Framework

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

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

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

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

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

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

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

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

5.2 Interpretation and Order of Precedence

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

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

5.3 Jurisdiction

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

Section 6. Miscellaneous

6.1 Fraudulent and Corrupt Practices

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

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

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

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

- Reject the Bid or annul the award;
- Forfeit the Earnest Money Deposit or Performance Security, as applicable;
- Forfeit any amounts paid by the Biddertill the stage and the same shall not be refunded whatsoever;
- Blacklist the Bidder from future tenders;
- Initiate legal or administrative action; and/or
- May further recover any outstanding dues payable by the Bidder.

6.2 Right to Verify Information

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

6.3 Costs and Expenses

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

6.4 No Obligation to Award

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

6.5 Rights of the Authority

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

- Modify, amend, or supplement the terms of this RFP;
- Cancel or suspend the bidding process without assigning any reason;
- Accept or reject any Bid in full or in part;
- Reject all Bids without incurring any liability;
- Accept a Bid other than the highest, based on public interest considerations.

6.6 Confidentiality

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

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

6.7 Disclaimer on Site Visits and Asset Condition

Bidders shall be solely responsible for conducting their own site visits, inspections, and due diligence with respect to the Concessioner Assets, including their condition, availability, and suitability for the purpose of submitting a Bid. The Authority does not make any representations or warranties, express or implied, regarding the condition, status, or fitness of the assets or the accuracy or completeness of any information provided. No claim shall lie against the Authority for any errors, omissions, or discrepancies discovered by the Bidder during or after the site visit or bidding process.

Section 7. Bidding Forms and Submission Requirements

Form 1: Letter Comprising the Bid

[On Bidder's Letterhead]

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

To,
The Commissioner,
Greater Chennai Corporation,
Ripon Building, Poonamallee High Road,
Chennai – 600003, Tamil Nadu, India.

Subject: Submission of Bid for Grant of Advertising Rights on Bus Bays, Streetlights, Parks, Playgrounds, Sports Facilities, Community Halls, Community Centres, Shopping Complexes, and Bridges in Greater Chennai Corporation- Package [●]

Dear Sir/Madam,

a) We, the undersigned, having examined the Request for Proposal (RFP) dated [RFP Issue Date] issued by Greater Chennai Corporation (hereinafter referred to as the "Authority") for Grant of Advertising Rights on Bus Bays, Streetlights, Parks, Playgrounds, Sports Facilities, Community Halls, Community Centres, Shopping Complexes, and Bridges within the Greater Chennai Corporation area, hereby submit our Bid for the same.

b) We confirm that we are submitting this Bid [as a sole bidder / as a Consortium], and in case of a Consortium, it consists of a maximum of two members as permitted under the RFP. The details of the Consortium members and their respective contribution shares are as follows:

Consortium Member	**Nature of Entity**	**Contribution Share (%)**	**Role**
[Name of Lead Member]	[Company/Entity Type]	**[at least 51%]**	Lead Member
[Name of Second Member]	[Company/Entity Type]	[Remaining share]	Member

c) We undertake that the Lead Member will hold and maintain a minimum 51% contribution share throughout the Concession Period, consistent with the RFP requirements.

d) We have carefully read, understood, and agree to abide by all terms, conditions, and requirements set forth in the RFP document, including but not limited to eligibility and qualification criteria, bid submission and evaluation procedures, commercial terms, legal and regulatory framework, and miscellaneous provisions.

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

f) We have conducted all necessary due diligence, including site visits and independent assessment of the Concessioned Assets, and acknowledge that the Authority makes no representations or warranties regarding the condition, availability, or suitability of the

assets. We accept the disclaimers on site visits and asset condition as set out in Clause 7.7 of the RFP.

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

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

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

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

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

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

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

We look forward to the opportunity to partner with the Greater Chennai Corporation and contribute to the effective and responsible management of advertising rights within the city.

Thank you.

Yours faithfully,
For and on behalf of
[Name of Bidder / Consortium Lead Member]

Signature:
Name:
Designation:
Seal / Stamp:

Form 2: Details of the Bidder

[On Bidder's Letterhead]

S. No.	Particulars	Details / Documents to be submitted
1	Name of the Bidder	
2	Constitution and Legal Status	(e.g., Company, Partnership, LLP, Consortium)
3	Registered Office Address	
4	Date of Incorporation / Registration	
5	Corporate Identification Number (CIN) / Registration Number	
6	Contact Person Name and Designation	
7	Telephone Number	
8	Email Address	
9	Fax Number (if any)	
10	Details of Authorized Signatory	Name, Designation, Contact Details
11	Bidder Type	□ Sole Bidder □ Consortium Member
12	For Consortium Bidders Only	
	a) Name of Lead Member	
	b) Lead Member's Contribution Share (%)	
	c) Name(s) of Other Member(s)	
	d) Contribution Share of Other Member(s) (%)	
	Note: Both Consortium Members are required to submit this form separately, including the declarations under Item 16.	
13	Brief Company Profile (Maximum two pages)	Provide a concise overview of the Bidder's history, core business activities, operational footprint, expertise in advertising/related sectors, management team summary, and any other relevant information.

14	Details of Projects Executed	Provide details of key projects relevant to this RFP.
15	Annual Turnover (last 5 financial years)	Year 1: _____ Year 2: _____ Year 3: _____ Year 4: _____ Year 5: _____
16	Declaration Regarding Contractual History and Blacklisting	Please declare whether the Bidder or any Consortium Member has: a) Failed to perform or been terminated for default on any contract in the last 5 years b) Been involved in any disputes, litigation, arbitration, or insolvency proceedings in the last 5 years c) Been blacklisted by any Government, Semi-Government, or Public Sector Undertaking in India in the last 5 years d) Any pending or past legal cases affecting the Bidder's ability to perform the contract If yes, provide full details.
17	Documents to be submitted (attach self-attested copies)	a) Certificate of Incorporation b) Memorandum of Association (MoA) c) Articles of Association (AoA) d) GST Registration Certificate e) Permanent Account Number (PAN) f) Tax Deduction and Collection Account Number (TAN) g) Audited Financial Statements for the last 5 financial years (including Balance Sheet, Profit & Loss Account, and Auditor's Report)
18	Any other relevant information	

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

For and on behalf of

Signature:
Name:
Designation:
Seal / Stamp:

Form 3: Power of Attorney for Signing the Bid

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

POWER OF ATTORNEY

Know all men by these presents that we, [Name of the Bidder], a company incorporated under the Companies Act, [Year], and having its registered office at [Registered Address] (hereinafter referred to as the "Principal"), do hereby nominate, constitute and appoint Mr./Ms. [Name of the Authorized Person], son/daughter of [Father's Name], residing at [Address], holding the position of [Designation] in the Principal, as our true and lawful Attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds, matters and things as are necessary or required in connection with or incidental to submission of our Bid for the **Grant of Advertising Rights on Bus Bays, Streetlights, Parks, Playgrounds, Sports Facilities, Community Halls, Community Centres, Shopping Complexes, and Bridges in Greater Chennai Corporation**, specifically for the **[Name of Package]** (hereinafter referred to as the "Concession"), including but not limited to signing and submission of all documents and forms, clarifications, representations, and any other correspondence with the Authority, and generally to represent us in all matters in connection with our Bid.

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

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

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

For [Name of the Bidder]

(Signature)
(Name)
(Designation)

Witnesses:

1. Name:
   Address:
   Signature:

2. Name:
   Address:
   Signature:

Notarization / Attestation as applicable

Form 4: Power of Attorney in Favour of the Lead Member of the Consortium

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

POWER OF ATTORNEY

Know all men by these presents that we, **[Name of Consortium Member]**, a company incorporated under the Companies Act, [Year], and having its registered office at [Registered Address] (hereinafter referred to as the "Consortium Member"), do hereby irrevocably nominate, constitute, and appoint **[Name of Lead Member]**, a company incorporated under the Companies Act, [Year], and having its registered office at [Registered Address] (hereinafter referred to as the "Lead Member"), to act as the true and lawful Attorney of the Consortium Member to do in the name and on behalf of the Consortium Member, all or any of the acts, deeds, matters, and things necessary or incidental to submission of the Bid for the **Grant of Advertising Rights on Bus Bays, Streetlights, Parks, Playgrounds, Sports Facilities, Community Halls, Community Centres, Shopping Complexes, and Bridges in Greater Chennai Corporation**, specifically for the **[Name of Package]** (hereinafter referred to as the "Concession"), including but not limited to:

- Signing, verifying, and submitting the Bid and all related documents and undertakings;
- Responding to clarifications, requests for information, and negotiations;
- Representing the Consortium Member in all dealings with the Authority and other agencies;
- Executing the Concession Agreement and other related agreements on behalf of the Consortium Member, including any amendments or extensions thereof; and
- Taking all necessary actions to fulfill the Consortium Member's obligations under the Bid and the Concession Agreement.

We hereby agree to ratify and confirm all acts, deeds, and things lawfully done by the Lead Member pursuant to this Power of Attorney.

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

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

For and on behalf of [Name of Consortium Member]
(Signature)
(Name)
(Designation)
Witnesses:

1. Name:
   Address:
   Signature:

2. Name:
   Address:
   Signature:

Notarization / Attestation as applicable

Form 5: Affidavit Certifying that the Bidder is Not Blacklisted

[On Stamp Paper of appropriate value as per local law]

I, [Name of the Authorized Signatory], son/daughter of [Father's Name], aged about [Age] years, residing at [Address], and duly authorized representative of [Name of the Bidder / Consortium Member], having its registered office at [Registered Address], do hereby solemnly affirm and declare as under:

1. That [Name of the Bidder / Consortium Member] is not blacklisted or debarred by any Central Government, State Government, any statutory authority, public sector undertaking, or any other Government agency in India from participating in tenders or contracts as of the date of this affidavit.

2. That there is no pending or ongoing inquiry, investigation, or disciplinary proceedings against [Name of the Bidder / Consortium Member] which may lead to blacklisting or debarment.

3. That [Name of the Bidder / Consortium Member] has not been declared ineligible for corrupt, fraudulent, or unfair trade practices by any authority.

4. That this affidavit is executed to confirm the above facts for the purpose of participating in the bid for **Grant of Advertising Rights on Bus Bays, Streetlights, Parks, Playgrounds, Sports Facilities, Community Halls, Community Centres, Shopping Complexes, and Bridges in Greater Chennai Corporation**, specifically for the **[Name of Package]** (hereinafter referred to as the "Concession").

5. That there are no insolvency proceedings against the [Name of the Bidder / Consortium Member]

6. That I am duly authorized to swear this affidavit on behalf of [Name of the Bidder / Consortium Member].

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

(Signature of Authorized Signatory)
(Name)
(Designation)
(Seal / Stamp)

Witness:

1. Name:
   Address:
   Signature:

2. Name:
   Address:
   Signature:

Notarization / Attestation as applicable

Consortium Submission Instructions

Option 1: Individual Submission
In the case of a consortium, **each member of the consortium must submit this affidavit separately**, duly signed and notarized, with their own details and declarations.

Option 2: Joint Submission
Alternatively, the consortium may submit a **single joint affidavit**, signed by authorized representatives of all consortium members, confirming that none of the members are blacklisted or debarred.

Form 6: Statement of Legal Capacity

[On Letterhead of the Bidder]

To
The Authority,
[Address as applicable]

Dear Sir/Madam,

We, the undersigned, hereby confirm that we have the legal capacity to submit the bid and execute the Concession Agreement for the **Grant of Advertising Rights on Bus Bays, Streetlights, Parks, Playgrounds, Sports Facilities, Community Halls, Community Centres, Shopping Complexes, and Bridges in Greater Chennai Corporation**, specifically for the **[Name of Package]** (the "Concession").

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

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

For and on behalf of:
[Name of the Bidder / Consortium Member]

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

In case of a consortium, **each member must submit a separate Statement of Legal Capacity**, duly signed by their authorized signatory.

Form 7: Technical Capacity of the Bidder

Project Name / Contract	Client / Govt. Authority / PSU Name	Location	Period of Contract (From – To)	Description of Advertising Media Installed	Installed Advertising Media Area (sq.m)	Maximum Permitted Advertising Area for Package (sq.m)	% of Installed Area vis-à-vis Max Permitted Area	Executed for Govt Authority / PSU (Yes/No)	Supporting Documents Attached (LOA / Completion Certificate / CA Certificate)
(Add rows as needed)									

Consortium Submission Instructions

For each package bid:

- The **technical capacity criteria may be met jointly** by the members of the consortium, subject to the following:
    - The **outdoor advertising project requirement** and the **installed media area requirement** may be fulfilled collectively by one or more consortium members.
    - However, the **requirement of minimum five (5) years of experience in the outdoor advertising industry** must be fulfilled **only by the Lead Member** of the consortium.

Declaration:

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

Signature:
Name:
Designation:
Date:

CERTIFICATE OF EXPERIENCE IN OUTDOOR ADVERTISING INDUSTRY

[On the Letterhead of the Chartered Accountant / Statutory Auditor / Company Secretary]

This is to certify that **[Name of the Lead Member of the Consortium / Sole Bidder]** has a minimum of **[number]** years of experience in the outdoor advertising industry (public or private sector) as of **[Date]**.

This certification is based on the records and documents examined by us and to the best of our knowledge and belief, is true and accurate.

Signed,
Name of the Authorized Signatory:
Designation:
Membership Number:
Firm Name:
Date:
Place:

Form 8: Financial Capacity of the Bidder

Name of Bidder / Consortium Member	Financial Year	Annual Gross Turnover (₹ Crore)	Turnover from Advertising / Media / Related Services (₹ Crore)
	FY 2024 – 25		
	FY 2023 – 24		
	FY 2022 – 23		
	FY 2021 – 22		
	FY 2020 – 21		

(Add rows if multiple consortium members are submitting separately)

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

Signature and Seal
Name of Chartered Accountant / Statutory Auditor:
Membership Number:
Firm Registration Number:
Date:
Place:

Consortium Submission Instructions

In the case of a **Consortium**, each Member must submit a separate certified table in this format. The combined financial capacity of all Members will be considered for meeting the eligibility requirement under Clause 2.3.

Form 9: Financial Bid Submission Form

(refer BoQ available in TN Tenders Portal)

Form 10: Joint Bidding Agreement

[To be executed on non-judicial stamp paper of appropriate value]

This **JOINT BIDDING AGREEMENT** is entered into on this ___ day of _____***, 20***,

BY AND BETWEEN:

1. **[Name of Member 1]**, a [company/partnership/proprietorship] incorporated under the laws of India and having its registered office at [address], (hereinafter referred to as the "**Lead Member**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns);

AND

2. **[Name of Member 2]**, a [company/partnership/proprietorship] incorporated under the laws of India and having its registered office at [address], (hereinafter referred to as the "**Other Member**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns).

The Lead Member and the Other Member are collectively referred to as the "**Consortium**" and individually as a "**Member**".

WHEREAS:

A. The Greater Chennai Corporation ("**Authority**") has invited Bids by its Request for Proposal dated _____, for **grant of advertising rights** on **Bus Bays, Streetlights, Parks, Playgrounds, Sports Facilities, Community Halls, Community Centres, Shopping Complexes, and Bridges** across Chennai (the "Concession").

B. The Members wish to submit a **joint Bid** for the following Package: **[insert Package name]**, in accordance with the terms and conditions of the RFP.

C. The Members have entered into this Agreement to set out their respective roles and responsibilities in the Consortium and to confirm their commitment to jointly participate in the bidding process and implementation of the Concession, if awarded.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. **Consortium Participation**

The Members agree to form a Consortium for the purposes of submitting a Bid and, if successful, executing the Concession Agreement with the Authority.

2. **Designation of Lead Member**

The Members hereby irrevocably nominate and authorise **[Name of Lead Member]** as the **Lead Member** of the Consortium. The Lead Member shall:

- Act as the sole point of contact on behalf of the Consortium during the bidding process and for all interactions with the Authority.
- Submit the Bid and execute all documents on behalf of the Consortium.

3. **Member Contribution Shares**

The Members hereby agree to the following respective contribution shares in the Consortium for the purposes of undertaking the Concession:

Member	**Contribution Share (%)**
Lead Member	[at least 51%]
Other Member	[remaining %]

The above contribution shares shall be maintained for a minimum period of three (3) years from the date of execution of this Agreement and no change in composition after the period of three (3) years shall be undertakenwithout the prior written approval of the Authority,throughout the Concession Period.

4. **Joint and Several Liability**

The Members shall be jointly and severally responsible for all obligations under the Concession Agreement and RFP, including performance of the Concessionaire's obligations.

5. **Binding Nature of Agreement**

This Agreement shall be binding upon the Members and shall remain in full force and effect until the expiry or earlier termination of the Concession Agreement.

6. **Governing Law and Jurisdiction**

This Agreement shall be governed by the laws of India, and the courts at Chennai shall have exclusive jurisdiction over all disputes arising from or in connection with this Agreement.

IN WITNESS WHEREOF, the Members have executed this Agreement as of the date first written above.

Signed for and on behalf of the Lead Member
Name:
Designation:
Entity Name:
Signature:
Seal:

Signed for and on behalf of the Other Member
Name:
Designation:
Entity Name:
Signature:
Seal:

Witnesses:

1. Name: _____
   Address: _____
   Signature: _____

2. Name: _____
   Address: _____
   Signature: _____

Form 11: Instructions for Submitting Bids Online

E-Submission of Bids via the Tamil Nadu Tenders Portal

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

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

1. Bidder should do Online Enrolment in this Portal using the option **Click Here to Enroll** available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as **EMUDHRA / CA / GNFC / IDRBT / MTNLTRUSTLINE / SAFESCRYPT / TCS**.

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

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

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

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

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

7. The Format for Financial Proposal must not be modified / replaced by the Bidder and the same should be uploaded after filling the relevant columns, else the Bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.

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

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

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

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

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

13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided based on the memory available at the client system as well as the network

bandwidth available at the client side at that point of time. In order to reduce the file size, Bidders are suggested to scan the documents in **75–100 DPI** so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.

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

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

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

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

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

19. After the Bid submission, the **Bid Summary** has to be printed and kept as an acknowledgement as a token of the submission of the Bid. The Bid Summary will act as a **proof of Bid submission** for a Tender floated and will also act as an **entry point** to participate in the Bid Opening event.

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

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

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

23. All the data being entered by the Bidders would be **encrypted at the client end**, and the software uses **PKI encryption techniques** to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during Bid submission and not viewable by anyone until the time of Bid opening. Overall, the submitted Bid Documents become readable only after the Tender opening by the authorized individual.

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

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

Form 12: Bank Guarantee for Earnest Money Deposit

(Refer Clause 3.9)

(To be executed on Stamp paper of appropriate value)

B.G. No.
Dated:

1. In consideration of you, the Greater Chennai Corporation, having its office at [■], Tamil Nadu (hereinafter referred to as the "**Authority**", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of [Name of the Bidder]{a Company registered under the provisions of the Companies Act/ an LLP registered under the Limited Liability Partnership Act, 2008} and having its registered office at _____ (hereinafter referred to as the "**Bidder**" which expression shall unless it be repugnant to the subject or context thereof include its/their administrators, legal heirs, successors and permitted assigns), for "**Grant of Advertising Rights on Bus Bays, Streetlights, Parks, Playgrounds, Sports Facilities, Community Halls, Community Centres, Shopping Complexes, and Bridges in Greater Chennai Corporation**" (hereinafter referred to as the "**Concession**") pursuant to the RFP dated _____ issued in respect of the Concession and other related documents (hereinafter collectively referred to as "**Bidding Documents**"), we [Name of the Bank] having our registered office at _____and one of its branches at (hereinafter referred to as the "**Bank**"), at the request of the Bidder, do hereby irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. _____/- (Rupees _____ only) as bid security (hereinafter referred to as the "**Bid Security**") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

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

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

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

   Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee

shall be restricted to an amount not exceeding **Rs. _____/- (Rupees _____ only)**.

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

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

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

6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

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

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

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

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

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

12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. _____/- (Rupees _____ Only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [*** (indicate date falling 180 days after the Bid Due Date excluding the claim period as per law)].

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

    (Signature of the Authorized Signatory)

    (Official Seal)