

TENDER SCHEDULE

**LICENSING FOR DISPLAY OF ADVERTISEMENTS
ABOVE THE COMPOUND WALL OF TNSTC
(SALEM) MEYYANUR BRANCH AT SALEM.**

**LAST DATE AND TIME OF SUBMISSION : 2.00 P.M.
ON 30.06.2022**

**TAMIL NADU STATE TRANSPORT CORPORATION (SALEM) LIMITED
12, RAMAKRISHNA ROAD, SALEM-7**

No. of Pages :21

PRICE Rs. 1,770/-

TAMIL NADU STATE TRANSPORT CORPORATION (SALEM) LTD, SALEM-7
TENDER No: 3132/TNSTC/SLM/CIVIL/2022 Date : 29.06.2022

SOLD TO :

GENERAL CONDITIONS

The tender consists of Technical Bid and Commercial Bid in the prescribed form.

The tenderer shall furnish two bids (a) Technical Bid (b) Commercial Bid in two separate covers duly superscribed in the respective cover properly and lodge them in one outer cover.

Both the bids (Technical Bid and Commercial Bid) shall not be clubbed in one cover.

The prescribed format for Technical Bid is given in Schedule-I and the Commercial Bid in Schedule-II of the tender schedule.

The Technical Bid shall be short listed to ascertain the eligible tenderers and then offer containing the Commercial Bid in respect of successful Technical Bidders shall be opened for further processing on the specific date/Time, which will be informed by TNSTC (Salem) Ltd., Salem.

Failure to submit the bids in two covers shall result in rejection of the tender summarily. The Tender Opening Committee in the presence of tender participants shall open the tender for Technical Bid.

Only one participant representing each tender will be allowed to participate in the opening of tender.

D.D for Rs.20,000/- (Rupees twenty thousand only) as EMD and all other relevant documents shall be enclosed along with Technical Bid only.

Based on the evaluation of Technical Bid, the short listed Commercial Bids shall be opened on the specified date/Time informed by TNSTC (Salem).

MANAGING DIRECTOR

TAMIL NADU STATE TRANSPORT CORPORATION (SALEM) LTD.,

SCHEDULE - I TECHNICAL BID
(To be sent in a separate cover super-scribed along with EMD)

ANNEXURE - I

PRE-QUALIFICATION FOR PARTICIPATION IN THE TENDER FOR THE LICENSING FOR DISPLAY OF ADVERTISEMENTS ABOVE THE COMPOUND WALL IN TNSTC (SALEM) MEYYANUR DEPOT AT SALEM.

The tenderer should have the following pre- qualification:

S.No	Description	Minimum requirement	To furnish
1.	Status of the tender	Should be a registered Establishment	Certificate of Registration/ SSI Certificate issued by the State Government.
2.	Experience	Atleast ONE year experience in the advertisement field	Evidence

NOTE : The tenderer should enclose the GST registration copy in the technical bid (cover I). Otherwise the tender will not be considered.

Signature of the Tenderer

Seal :

Date :

ANNEXURE - II

**TECHNICAL BID
(To be enclosed in the Technical Bid)**

**DETAILS FOR PARTICIPATION IN THE TENDER FOR THE CONTRACT OF
LICENCE FOR DISPLAY OF ADVERTISEMENTS ABOVE THE COMPOUND
WALL**

The tenderer should furnish the following details along with Proof of evidence.

1)	Name and Address of the Tenderer	
2)	Individual/Firm/Corporate body/others (Pl. specify)	
3)	GST No.	
4)	PAN Number	
5)	Experience in years	
6)	Latest Income tax certificate / Saral Form II D	
7)	Phone No.	
8)	Mobile No, & E Mail ID	
9)	EMD Enclosed. (Say yes or No.)	
10)	Demand Draft Amount DD No. / Date	

Signature of the Tenderer

Seal:

Date:

**DECLARATION – ANNEXURE III
(To be enclosed in the Technical Bid)**

I / we hereby offer to undertake to display of advertisement on compound wall and subsequent maintenance in accordance with the condition laid down in tender and the condition hitherto annexed. Apart from the conditions as may be agreed to between the Corporation and to the successful tenderer at the royalty /licence fee rate offered by me / us as per the terms in the schedules attached to the tender. I/ we am/are prepared to agree for the conditions as you may specify in the tender schedule.

I / we enclosed the demand draft or pay order for Rs. (Rupees) drawn on bank being EMD.

I am / we are fully aware of the terms and conditions specified in the tender schedule.

I / we agree that Corporation shall not be bound to recognize any persons other than me / us as having any interest in the contract and is at liberty to terminate the contract at any time if it appears that this declaration is not true in facts.

I / we agree that Acceptance by the authorities concerned of this tender within the prescribed time schedule shall constitute as valid terms and conditions and in accordance with the specification and details refer to above.

I / we further agree to comply with the terms and conditions of the contract that may be awarded to me / us on the basis of this offer and in the event of my / our failure to comply with during period of contract, I / we agree to forfeit of the EMD remitted.

Signature of the Tenderer

Date :

Address and office seal

ANNEXURE - IV

(TO BE EXECUTED ON TAMILNADU GOVERNMENT Rs.100/- STAMP PAPER
BEFORE SIGNING AGREEMENT)

PROFORMA

INDEMNITY BOND

This deed of indemnity is executed on _____ day of _____ 2022
by M/s _____ having its Registered Office at
(hereinafter referred to as "Contractor") in favour of TAMIL NADU STATE
TRANSPORT CORPORATION having its Registered Office at
"12, RAMAKRISHNA ROAD," SALEM-7 (hereinafter referred to as "Corporation")
witnessth :

The Licensee shall indemnify the TNSTC (Salem) from any covenant that may arise due to filing of a suit or otherwise by others in respect of any matter connected with maintenance of advertisement on the Compound wall.

The Licensee shall indemnify the TNSTC (Salem) from any covenant either monetary or otherwise that may arise due to damages caused to any person or body of persons either in the form of loss of property, loss of life, injury to body, etc.

The Licensee shall indemnify the TNSTC (Salem) from any claim by any Person or body of persons in the matter of wages, salaries, and compensation, dues etc. in connection with any matter covered under this Licence.

The Licensee shall not pledge, sell, transfer, create charges, and dispose otherwise the right of advertisement covered under this deed to any other agency.

WHEREAS the Contractor has undertaken to erect and maintain the advertisement on the Compound wall under licensee on the terms & conditions set forth in the Tender Schedule / dated _____, issued by the Corporation.

Signature of the Tenderer

Date :

Address and office seal:

INSTRUCTIONS TO TENDERERS FOR SUBMISSION OF TENDER

1. GENERAL:

The Tender called for herein for granting licence, for display of advertisement above the Compound wall in Meyyanur depot at Salem Region of TAMILNADU STATE TRANSPORT CORPORATION (SALEM) Limited.

2 TENDER OFFER:

The Tender offer shall be quoted as Licence fee in terms of rate per branch per square feet for above the compound wall of our branches. Tenderer shall quote the Licence fee in terms of per square feet per month (exclusive of taxes, service taxes, fees, charges, etc., payable to the local bodies, State Government, Central Government, etc.) for the display of advertisements. The tenderer is requested to inspect at their own cost to have an idea about the Location, Environmental condition before submitting their tender. **The successful tenderer shall pay the licence amount in advance for 11 months at the beginning of the month.**

The tender will be considered subject to the following conditions.

- a) **Satisfactory Performance by the tenderer in the earlier tenders awarded to the firm by TNSSTC**
- b) **Prompt, punctual and regular payment of licence fee and other charges by the tenderer.**

3. LICENCE PERIOD:

Period of Licence: The licence is initially for 11 months from the Date of commencement of Agreement and the same can be renewed for further period of 2 spells of 11 + 11 months each by enhancing the licence fee by 10% after completion of first 11 months for the 1st renewal and by 10% on the reviewed enhanced licence fee of the IInd spell after the completion of 22 months for the 2nd renewal.

The renewal period of 2 spells of 11 month each based on the prompt, punctual and regular payment of licence fee and other charges on the relevant due dates and other performance by the licensee during the previous agreement period. However the decision of the Managing Director, TNSSTC (Salem) Ltd., Salem is the final regarding renewal of licence for the subsequent 2 spells

The agreement for the renewal of the licence shall be executed atleast 60 days before the date of expiry of the existing agreement period.

4. The tenderer shall furnish two bids viz., a) Technical Bid b) Commercial Bid in two separate covers duly super-scribed in the respective covers properly and lodge them in one outer cover. The prescribed format for **Technical bid** is given in the **schedule I** and for **Commercial bid** in **schedule II** In view of the nature of tender, the Technical bid is opened first. The Technical bid shall be short listed to ascertain the eligible tenderers and then offer containing the commercial bid in respect of successful technical bidders shall be opened for further processing on the date/time notified for this purpose.

Signature of the Tenderer

5. Tenderers are requested to go through the terms and conditions thoroughly before filling the Technical Bid and Commercial Bid. The language of the tender shall be in English or Tamil.
6. In the Technical bid, the details of the Advertising firm, number of workers employed etc., should be furnished clearly.
7. During the inspection of the Tender Committee, if it is found that if there is any fault, the tender will be liable to be rejected.
8. The firm should have the experience and satisfy all the terms and conditions as requested in the pre-qualification clause (enclosed in the annexure).
9. If the successful tenderer fails to commence the works within the stipulated period specified, such failure will entitle the Corporation to forfeit the money deposited by him and will also authorise the Managing Director to make other arrangements for advertising work.
10. In the event of failure to carry out works as per schedule and specification such failure to complete work as per schedule will result in the forfeiture of EMD and security deposit.
11. The successful tenderer shall not assign or sublet the contract or any part thereof or any interest therein to others and on breach of this provision, Managing Director or his authorized officer concerned shall terminate the contract and also take such remedial measure as he may think fit.
12. The erection work shall be carried out by the tenderer as per the specification given by the Corporation from the date of issuing work order or thereafter and also to the satisfaction of the authorized officials of the Corporation who will have access to the location for inspection.
13. The processing and evaluation of tenders will be followed in strict adherence to the provisions of the TamilNadu Transparency in Tender Act and Rules.
14. No tender shall be considered unless the declaration annexed as per schedule - I to be executed by the tender is enclosed along with the Technical Bid.

Signature of the Tenderer

15. TENDER SUBMISSION:

- i) Tender rate must be strictly submitted in the Format furnished in Annexure of the Schedule- II (Commercial bid).
- ii) Each and every page of the Tender including corrections and overwriting shall be duly signed and attested by the tenderers, failing which the tender offer is liable to be rejected. Incomplete tender offer will also be rejected.
- iii) Tender offer should be given in figures as well as in words. In case of difference between the tender amount written in figures and words, the highest tender offer alone will be considered as the offer of the tenderer for further evaluation and this tender offer rate for evaluation will be recorded on the tender at the time of opening.
- iv) Tender must be submitted in sealed envelopes as instructed in Sl.No: 4 only, addressed to the Managing Director, TamilNadu State Transport Corporation (Salem) Limited, 12, Ramakrishna Road, Salem-636007 and super-scribed on the cover with **“the display of Advertisement above the compound wall of TNSTC (Salem) Meyyanur depot at Salem (Total area : 4000 Sq.ft.)”**
- v) **Tender should be put into the Specific Tender box available in the office of the Deputy Manager (Tech/Civil), Corporate Office, TamilNadu State Transport Corporation (SALEM) Limited, 12, Ramakrishna Road, Salem-636007 on or before 14.00 Hours on 30.06.2022.** The tender opening committee will open the tenders on the same day at 15.00 hours in the presence of the attending tenderers.
- vi) Either the tenderer or one representative of the tenderer duly authorised in writing by the tenderer to this effect, subject the acceptance of the authorization letter by the Tender Opening Committee may attend the tender opening. Any tenderer or their representative who is attending the tender opening must bring the receipt for purchasing the respective tender schedule.

16. TENDER VALIDITY

The tender offer submitted shall remain open and for acceptance by the Corporation, for a period of **three months** from the date fixed for opening of tenders or any other period at the discretion of the corporation.

Signature of the Tenderer

17. EARNEST MONEY DEPOSIT

Tender must be accompanied by an interest free Earnest Money Deposit (EMD) amount of **Rs.20,000/- (Rupees twenty thousand only)** by means of Demand draft drawn in favour of TAMILNADU STATE TRANSPORT CORPORATION (SALEM) LIMITED, Salem-600 007, from any Nationalized Bank payable at Salem. Any tender not accompanied by the EMD is liable for rejection.

18. REFUND OF EARNEST MONEY DEPOSIT:

- i) If any demand raised by the concerned Authority of Local Bodies / other statutory bodies, then the Earnest Money Deposit of the successful tenderer will be refunded after obtaining the No objection certificate (NOC) from the concerned Authority on the expiry of licence period.
- ii) The Earnest Money Deposit paid by the unsuccessful tenderers will be refunded only after 30 days from the date of award of permission to the successful tenderer.

19. FORFEITURE OF EARNEST MONEY DEPOSIT:

The Earnest Money Deposit paid by the tenderer is liable to be forfeited without any prior notice under one or more of the following circumstances.

- i. If a successful tenderer withdraws his offer after the final acceptance of the tender.
- ii. If the successful tenderer fails to remit the security deposit/advance Licence fee amount.
- iii. If the successful tenderer fails to execute the written deed in proper manner and on stamp paper of appropriate value, within seven days, from the date of issue of letter of acceptance of the tender.
- iv. If the successful tenderer fails to comply with any clause in which he is required to do as per the Terms and conditions of this Tender Schedule or Agreement or any other clause in which he may be required to do so by the Managing Director, Tamil Nadu State Transport Corporation Limited at the time of acceptance of the tender.

20. SECURITY DEPOSIT:

- i) The three months licence fee amount shall be paid as Security Deposit by the successful tenderer. This will be refunded only after the successful completion of the entire contract period. If the successful tenderer fails to execute the agreement or fails to continue till the full contract period, the security deposit will be forfeited.

Signature of the Tenderer

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- ii) The EMD and security deposit shall not carry any interest.

21. LICENCE FEE:

The successful tenderer shall pay the entire licence amount in advance for 11 months before execute the agreement. The contract period will commence from the date of Agreement implementation.

22. TENDER REJECTION:

- i) Tenders not satisfying the aforesaid conditions are liable to be summarily rejected. Should it at any time be discovered that any tenderer had submitted more than one tender, but under different names, all his tenders will be rejected and the deed cancelled with forfeiture of Earnest Money Deposit, Security Deposit etc.
- ii) Tender form issued to tenderer is not transferable. If any such transfer is found in tender offer, such tenders shall be rejected.
- iii) Offers made by a tenderer who has already been black listed either by TNSTC/State/Central Government or by any public undertakings shall be summarily rejected.
- iv) Conditional offers made in the tender are liable to be rejected
- v) The Managing Director, TNSTC (Salem), Salem reserves the right to reject any tender (including the highest offer) without assigning any reason thereof.

SPECIAL CONDITIONS:

DISPLAY OF ADVERTISEMENT TO THE EXISTING STEEL FABRICATED STRUCTURE ABOVE THE COMPOUND WALL:

1. i) Licensing the rights for the display of Advertisements to the existing fabricated steel structure above the compound wall in Meyyanur depot at Salem Region of TNSTC (Salem).

The place and area are as mentioned in the schedule II (commercial bid).

The licensee shall not alter, or reduce or increase the area of the display during the entire period of contract. The licence fee is to be paid irrespective of whether advertisement is being displayed or not.

The licensee shall arrange for the display of the following details at the Security Supervisor Room.

- 1.Name of the Licensee
- 2.Date of allotment
- 3.Date of expiry of contract

Signature of the Tenderer

2. Erection, Maintenance, Repair and Removal of Display Board:

(a) The Licensee shall be fix the advertisement board to the existing fabricated steel structure and also maintain, repair and remove when necessary, the advertisement panel under the Licence at his own cost as per standards specifications and other requirements as stipulated by the Licensor. The display of Advertisement above the compound wall should not be any damages to the buildings while fixing advertisements.

(b) The Licensee shall furnish the programme of erection of display of advertisement at least 10 days in advance. The schedule of erection should not disrupt the daily activities. All material connected with display of advertisement including panel boards shall be taken inside the depot only with gate pass duly signed by the depot officials. As for the display panels are concerned, the entry/exit should be through the security wing of the depot only. Necessary records shall be maintained by the security wing of depot.

(c) Authorisation of person employed for purpose of erecting advertisement shall be furnished by Licensee in advance.

(d) No material and other facilities such as tools, labour, etc. shall be provided to the Licensee by the Corporation for the purpose of erection, maintenance, repair or / and removal of display of advertisement in the compound wall.

(e) The Licensee shall ensure full safety and security for the men and material of the Licensee and licensor during the time of erection of display of advertisement in the compound wall and the Licensee shall not cause any inconvenience to the functioning of depot during the time of erection of display of advertisement in the compound wall.

(f) Maintenance of display of advertisement shall be done neatly by cleaning the of advertisement once in a week with a clear soap powder, liquid or any other suitable material. Under no circumstances lack of maintenance of display of advertisement shall be allowed to cause damage to the image of the Corporation. If however, the Licensee does not comply with the above requirements of maintenance norms, the contract agreement shall become ceased after issue of three notices at 15 days interval each.

Signature of the Tenderer

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(g) The licensee should maintain strengthened the TNSTC owned existing steel fabricated structure if necessary on his own cost during the licence period. And also, to obtain the stability certificate of above steel structure and ensure the same.

(h) Repairs of display of advertisement shall be attended immediately on issue of notice by the Corporation or within 7 days from the date of issue of such notice depending upon the nature and seriousness of repairs and if however such repairs are not attended by Licensee within stipulated time, such display board shall be removed from the compound wall without intimation to the Licensee and the Licensee shall not be eligible for any compensation on that account of loss.

(i) If, the display panel is needed to be removed and repaired outside, the same shall be done with prior permission of the Branch Manager of the depot. No repair work of the advertisement shall be carried inside the depot.

(j) In cases when the display of advertisement is damaged due to external force like accident natural calamities, etc., the Licensee will be permitted, on application to the Corporation, to replace a fresh display for the remaining period of the License. The licensor is not however be liable to compensate the licensee for any loss arising out of non-display of advertisement for any period of time due to any reason.

(k) All works related to erection, maintenance, repairs and removal of advertisement display shall be allowed only during day time.

(l) No work related to fabrication, repairs, etc., of display panel shall be allowed to execute inside the premises of the Licensor. The Licensee shall bring a ready to fix panels completed in all respects and he will be allowed only to fix the same on the compound wall. No other works will be permitted in this regard.

(m) The Licensee shall ensure the full and complete removal of advertisement panel immediately on expiry of licence without causing any damage to the compound wall / other buildings and inconvenience to the normal functioning of the depot. If, however, any damage is cause to the compound wall / other

Signature of the Tenderer

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buildings during the removal of the advertisement by the licensee, the cost of such damage shall be recovered from the licensee or deducted from deposits made by the licensee. The cost decided by Corporation shall be final in this regard. However, if the display of advertisement are not removed within 24 hours after expiry of the licence period, double the licence fee on Pro-Rata basis shall be paid by the licensee, and if such delay in removing the display of advertisement exceeds 7 days from the date of expiry of licence, the Licensor reserves the right of removing and disposing of such display of advertisement at their own discretion without any compensation to the Licensee. The actual money realised by such disposal of display of advertisement shall be taken in the credit of licensor's account and the expenditure incurred by the Corporation for such removal of display of advertisement shall be deducted from the advance licence fee remitted by the Licensee and the balance paid after verification of other dues and documents.

(n) Certification by Corporation for having fixed the display of advertisement

The Licensee shall obtain a certificate from the competent authority of the Corporation for having fitted the advertisement display on the compound wall immediately after the erection work is fully completed in order.

The licensee shall also submit a statement showing the details of advertisement fitted/ removed details on or before the 10th of every month to the Licensor.

(o) Responsibility of Licensee to take permission from statutory authorities

It shall be the sole responsibility of the Licensee to obtain necessary permission, orders etc., from the statutory authorities in matters concerned with display of advertisement to the existing fabricated steel structure above the compound wall.

(p) The Licensor shall not be responsible for loss of any advertisement panels during the period of license and it is the full responsibility of the licensee to watch the advertisement panels periodically. No remission or deduction shall be allowed from the Licence fee for the loss of advertisement panels.

Signature of the Tenderer

3. ADVERTISEMENT BOARD TO THE EXISTING STEEL FABRICATED STRUCTURE ABOVE THE COMPOUND WALL:

i) The Licensee shall compulsorily provide at his own cost, advertisement to the existing fabricated steel structure above the compound wall under the contract after obtaining prior approval from the concerned authorities.

ii) The height of the advertisement Board should not be exceeded 25 feet from the ground level.

iii) The Licensee shall be responsible for any damage/loss and/ or injury to any person caused due to the Advertisement above the compound wall and the expenditure/ compensation due to this shall be borne by the Licensee.

vi) The Licensee shall not increase the size of the advertisement already approved by TNSTC (Salem) Ltd., Any discrepancy, if found by TNSTC (Salem) Ltd., in the actual size of Advertisement compared to originally allotted size, agreement will be cancelled with forfeiture of Security Deposit and advance licence fee. TNSTC (Salem) Ltd., further reserves the right to black list the licensees and by giving a notice 7 days in advance in case of any violations of the terms and conditions of the agreement and to Terminate the contract between the licensee and TNSTC (Salem) Ltd., in respect of above panel advertisement. In such cases, the advertisement panels will be removed and the advertisement panels will automatically become the property of TNSTC (Salem) Ltd.,

v) The advertisement should not protrude in any manner beyond the allotted size.

vi) The advertisement shall not cause unsafe conditions either to the road users by way of glaring, dazzling, reflections, etc.

vii) TNSTC (Salem) Ltd., shall not be responsible for any damage caused to the property/ Injury to persons, by any incident due to the display of advertisement and the licensee is solely responsible for such events.

viii) If the contractor wants to provide lighting facilities to their advertisement boards, the contractor shall bear all expenses including EB deposit and monthly Electricity bill etc.,. The corporation will not provide any facility for this.

4. TEXT / PICTURE OF THE ADVERTISEMENT:

- i. The Licensee shall obtain prior approval of the text / picture from TNSTC (Salem) Ltd., and also to get the permission from local bodies / authorities if required.

Signature of the Tenderer

- ii. The Licensee shall not display any advertisement which
 - a. Carry immoral or obscene picture or words.
 - b. May cause nuisance to public
 - c. May hurt the sentiments of any section of public
 - d. May defame any international/national representation representatives/ Leader/ Flag/Emblem etc.
 - e. Are prohibited by any Act, Law, Rules, Regulations of Central and State Governments, Local and other statutory bodies
 - f. Are of hazardous nature to the public.
 - g. Contain information on politics, religious, caste, cinema Drama etc. which will provoke public.
 - h. Contain information against the Governments, Government undertakings and against the policies, principles and causing disreputation the above instructions.
 - i. TNSTC (Salem) Ltd., reserves the rights to withdraw / deface any advertisement, if warranted.
 - j. Obtaining prior permission from TNSTC (Salem) Ltd., will not relieve the responsibility of the licensee for the advertisement contents.
 - k.No display of advertisement should be made without the artwork approval by TNSTC (SALEM) LTD., Ltd. The artwork approval will be given only when full and up-dated payments are paid by the firms. If the firms keep any amount pending, art approval will not be given by TNSTC (Salem) Ltd.

5. OTHER CHARGES:

The licensee shall pay all the statutory taxes inclusive of service tax, levies, duties, fees etc payable to the concerned Authorities, from time to time and produce documentary evidence in support of compliance of the above to TNSTC (Salem) Ltd., periodically. The licensee may be renewed only after production of evidence for up-to-date payment of such charges to authorities and subject to observance of other terms and conditions.

6. i. The licensee shall not pledge, sublet, sub contract, sell, transfer, create charges, and dispose to any other agency/body/person. Otherwise the right of display of the advertisement covered under the contract will be cancelled.

ii. The letter of acceptance or the work order issued by TNSTC (Salem) Ltd., should not be used for any other purpose including Bank Loan, Security or for any other financial transaction purpose.

Signature of the Tenderer

7. PERMISSIONS FROM AUTHORITIES:

It is the sole responsibility of the licensee to obtain necessary Licence/ permission/approval orders etc., from the Governments concerned, Government bodies, Statutory Authorities for all the matters concerned with Advertisement above the compound wall, maintenance and repair of Advertisement boards, covered under this tender under Licence fee.

8. LOSS OF PROPERTY:

TNSTC (Salem) Ltd., is not responsible for loss of any property relating to the display of Advertisement above the compound wall due to any reason including theft, breakage, damage, accident, agitation etc. It is the full responsibility of the licensee to arrange for security/supervision in this regard and TNSTC (Salem) Ltd., is not responsible for loss due to any reason. No remission or deduction shall be allowed from the Licence fee for the loss of such materials.

9. AGREEMENT:

- i. The letter of Acceptance will be issued by TNSTC (Salem) in duplicate for service and return of the acknowledged copy in token of acceptance of the terms and conditions laid down in this letter of acceptance.
- ii. The successful tenderer on accepting the above letter, shall arrange to remit the Security Deposit besides executing the contract agreement, within seven days from the date of receipt of letter of acceptance and permission.
- iii. If the successful tenderer fails to execute the agreement or fails to remit the licence fee within the prescribed date, the EMD and Security Deposit will be forfeited.
- iv. The following documents shall be deemed to form and be read and construed as part of the Agreement:-
 - a. The Agreement.
 - b. The letter of acceptance for the payment of advance licence fee, security deposit and execution of contract agreement.
 - c. Acknowledgement letter from the successful tenderer
 - d. This Tender Schedule.
 - e. The tender submitted by the Successful Tenderer in the case of any dispute, (a) document shall prevail over the other documents, as furnished in the above order, (b) document getting the highest right.
- v. The successful tenderer, after signing the agreement will henceforth be known as licensee for this licence.

Signature of the Tenderer

10. LICENCE FEE PAYMENT:

- a) **The successful tenderer shall pay the entire 11 months licence amount in advance before execute the agreement.** The applicable GST and other taxes if any, is to be paid to TNSTC (Salem) Ltd., along with total Licence fee amount. (At present GST 18%).
- b) **The licence fee shall be paid in the form of Demand Draft in favour of TAMILNADU STATE TRANSPORT CORPORATION (SALEM) LIMITED payable at Salem from any Nationalised Bank.**

11. INSURANCE COVERAGE:

The Licensee at his own cost shall arrange for insurance coverage for advertisement of panels above the compound wall towards loss due to accidents, theft, natural calamities etc.

12. PAYMENT OF TAXES, FEES, CHARGES, ETC.

a. The licensor shall pay all taxes, fees, charges, etc., demanded by Local bodies, State Government, Central Government, any other authorised statutory bodies, etc., from time to time without any arrears thereof. If the licensee fails to do so, the Licence granted under this deed shall be terminated immediately and the licensee shall forfeit the right of advertisement forthwith with no compensation whatsoever for the purpose. No adjustment of accounts for any kind shall be allowed towards payment of taxes, fees, charges etc., as mentioned above.

b. The licensee shall produce the receipt of payment in original as evidence for having paid all taxes, fees, charges, levies, etc., as per demand made by the concerned Statutory bodies and hand over a photo copy of the same to the TNSTC (Salem) Ltd., at the time of remitting the said amount, failing which the TNSTC (Salem) Ltd., shall be at Liberty to terminate the Licence forthwith with no compensation to the licensor.

13. LEGAL COVENANT:

(a) Indemnification of TNSTC (Salem) Ltd., with regard to any suit made by any person or body of persons in respect of advertisement above the compound wall. The licensee shall indemnify the TNSTC (SALEM) LTD., from any covenant that may arise due to filing a suit or otherwise by others in respect of any matter under this deed.

(b) Indemnification of TNSTC (Salem) Ltd., with regard to damages caused:
The Licensee shall indemnify the TNSTC (Salem) Ltd., from any covenant either monetary or otherwise that may arise due to damages caused to any person or body of persons either in the form of property loss, loss of life, injury to body, etc.

Signature of the Tenderer

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(c) Indemnification of the TNSTC (Salem) Ltd., with regard to any compensation or other causes arising out of incidents, accidents etc. caused.

The Licensee shall indemnify that TNSTC (Salem) Ltd., from all legal covenants and from any claim by any party that may arise due to damages/losses caused due to this licence either by way of an incident or accidents or otherwise during the period of Licence deed.

(d) Indemnification of TNSTC (Salem) Ltd., with regard to wages, salaries, dues to any person or body of persons etc. The licensee shall indemnify the TNSTC (Salem) Ltd., from any claim by any person or body of persons in the matter of wages, salaries, and compensation, dues etc. in connection with any matter covered under this Licence deed.

(e) Pledging, selling, transfer, creating charges etc. on display of right. The licensee shall not pledge, sell, transfer, create charges, and dispose otherwise the right of advertisement covered under this deed to any other agency/body/person.

(f) The letter of acceptance or the work order issued by TNSTC (Salem) Ltd., should not used for any other purposes including Bank Loan, Security or for any other financial transaction purpose.

14. CANCELLATION OF PERMISSION:

1. The TNSTC (Salem) Ltd., shall not be responsible for any discontinuance of Advertisement above the compound wall under this deed caused under instructions of the State and Central Government or due to the policy decision taken by the Board of Directors of the TNSTC (Salem) Ltd., or by introduction of any new Statutory provisions. In the event of such discontinuation, the TNSTC (Salem) Ltd., shall arrange to refund the EMD & Security Deposit by the Licensee within 30 days from the notice of such cancellation after deducting any dues payable to the TNSTC (Salem) Ltd., by the Licensee and on pro-rata basis of usage period of the Advertisement on compound wall.

2. The firm has to be in contract for a period 11 months from the date of commencement of contract. In the event of the firm withdrawing from the contract on its own for any reason on its own, any day, during the course of this contract period, it amounts to breach of contract and in that event the EMD & Security Deposit paid by the firm will be forfeited.

Signature of the Tenderer

15. INSOLVENCY OF THE LICENSEE OF NON-OBSERVANCE OF THE OBLIGATION OR DEED ON THE PART OF LICENSEE:

If the Licensee commit any act of insolvency or be adjudged insolvent or shall have an order for compulsory winding up made against them or pass an effective resolution for winding up voluntarily or subject to the supervision of the court or if the licensee suffer execution to be issued or suffers any payment under this deed to be attached, or charged or encumber this licence or any payments due or which may become due to the TNSTC (Salem) Ltd., here under, or compound with the creditors or if the licensee fails to observe and perform any of the obligations covenants of deed on their part herein contained, or if the licensee shall go into liquidation, then in all or any of such events happening, it shall be lawful for the TNSTC(Salem) Ltd., without any notice to determine this Licence and take possession on behalf of licensee of all equipments and commercial venture advertisements displayed under this deed and the same shall become property of the TNSTC(Salem) Ltd., to recover all sums then due hereunder and damages in respect of any breach or default on the part of licensee.

16.NOTICE OF TERMINATION OF AGREEMENT:

The agreement will be terminated without any notice and compensation to the licensee.

- i. If the licensee fails to observe and perform any of the terms, obligations and conditions herein contained and on their part to be observed and performed then in all or such events, it shall be lawful for the TNSTC (Salem) Ltd., to call upon the licensee in writing to make

the payment or to observe and perform the said terms, obligations and conditions or if the licensee fails to pay the prescribed licence fee, statutory duties / taxes, etc within the prescribed due dates, the contract will be deemed to be cancelled automatically without further notice.
- ii. If the licensee is found to be blacklisted either in the past or during the permission period by State/Central government or Government Undertakings, all deposits including any equipment for advertisement on the compound wall shall be recovered by TNSTC (Salem) Ltd., with no compensation to the licensee in the event of all above.

17. FINAL DECISION IN MATTER OF DISPUTE:

The decision of the Managing Director, Tamil Nadu State Transport Corporation (Salem) Limited shall be final in any matter of dispute.

Signature of the Tenderer

18.FORCE MAJEURE CLAUSE:

Licensor or licensee shall be considered in default in performance of their obligation if such performance is prevented or delayed because of wars, hospitalities, revolution, civil commotion, strikes, lock-outs, epidemic, accident, fire, wood, flood, earthquake or ordinance of any Government or of any sub-division there of or because of any act of God or for any other cause beyond the reasonable control of the licensee affected, provided notice in writing of any such cause with necessary evidence that the obligation under this agreement is thereby affected or prevented or delayed is given within 14 days from the happening of the event and in case it is not possible to serve notice within the said 14 days period then within the shortest possible period without delay.

19. Any breach of the terms and conditions of this agreement by the licensee shall cause immediate termination with forfeiture of all rights, titles, privileges, etc. enjoyed by the licensee including licence fee paid without any compensation whatsoever. The decision of TNSTC (Salem) Ltd., shall be final in this regard.

20. LIQUIDATED DAMAGES CLAUSE:

The bidder shall pay the liquidated damages to the Corporation, which will be calculated in the following manner for breach of contract.
(Rate per Square feet per Month x Total Square feet x Number of months) + Cost of Litigation

20. ARBITRATION:

All disputes / differences between the TNSTC (Salem) Ltd., and the licensee under the agreement shall be referred to the Sole Arbitrator, the Managing Director of Tamil Nadu State Transport Corporation (Salem) Limited and the proceedings shall be in accordance with the Arbitration and Conciliation Act 1996. The venue of Arbitration hearings shall be at Salem and the Arbitrator's decision/order shall be final and binding on both the parties .In case of disputes the Courts within the city of Salem shall be the jurisdiction.

21. All rights, privileges hitherto enjoyed by licensee shall be deemed to have taken over by TAMILNADU STATE TRANSPORT CORPORATION (SALEM) LIMITED immediately on expiry of the total contract period for Advertisement on the compound walls.

Signature of the Tenderer

COMMERCIAL BID - SCHEDULE II
(To be sent in a separate sealed cover superscribed)
ANNEXURE

To

The Managing Director,
Tamil Nadu State Transport Corporation (Salem) Limited,
12, Ramakrishna Road, Salem – 636 007

Sir,

Sub: TNSTC (Salem) Ltd., - Salem Region - **Tender for Display of Advertisement above the compound wall (Northside) of TNSTC (Salem) Meyyanur depot (Total area–4000 Sq.ft.)** – reg.

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1. We have examined the relevant Tender Schedule and hereby submit our tender offer, accepting the terms and conditions incorporated in the Tender Schedule.
2. We have already enclosed the Demand Draft towards the Earnest Money Deposit, in the Technical Bid paid by us as per the Tender schedule, for an amount Rs./-vide DD No. _____, dated: _____ drawn from _____ Bank.
3. We hereby authorise Mr. _____ designation as the signing authority vested with the power of attorney on behalf of our firm (letter with specimen signature is enclosed).
4. We hereby submit our tender offer as given below.

Sl. No.	Branches	Total area : 4000 Sq.ft.	The licence fee should be quoted as Rate / Square feet / Month (Exclusive of taxes, levies, duties, any other charges etc. payable to Central / State Governments and various Authorities) [in Rupees and words]
	Licensing to display of Advertisements board to the existing fabricated steel structure above the compound wall in TNSTC (Salem) Meyyanur branch at Salem.	4000 Square feet	

Signature :

Name (in block letters) :

Address :

Company Seal :