

**METROPOLITAN TRANSPORT CORPORATION (CHENNAI) LIMITED****Open Tender for  
Licensing for GPS Based On-Board Bus Stop Announcement  
System with Audio Advertisement in 500 buses**

Tender Document No.	: 06/42506/Advt.Rev/MTC/2022
Tender Published on	: 13.04.2022
Cost of Tender Document	: Rs.5000/- (Inclusive of GST)
Sale of tender Document	: 13.04.2022 to 17.05.2022 from 10.00 Hrs. to 16.00 Hrs. and on 18.05.2022 upto 13.00 Hrs.
Last Date of Time of submission Of Tender Document	: 18.05.2022 at 15.00 Hrs.
Date and Time of Opening of Tender Document	: 18.05.2022 at 15.30 Hrs.
Tender opening at	: Conference Hall, Corporate Office Metropolitan Transport Corporation (Chennai) Ltd., Pallavan House, Anna Salai, Chennai - 600002
EMD amount	: Rs.65,000/-

# **TENDER SCHEDULE**

**LICENSING FOR GPS BASED ON-BOARD BUS STOP  
ANNOUNCEMENT SYSTEM TO ON ANNOUNCE THE  
NEXT APPROACHING BUS STOP WITH AUDIO  
ADVERTISEMENT IN 500 BUSES.**

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**LAST DATE AND TIME OF SUBMISSION:  
18.05.2022 UPTO 15.00 Hrs.**

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**METROPOLITAN TRANSPORT CORPORATION (CHENNAI) LIMITED  
PALLAVAN HOUSE, ANNA SALAI, CHENNAI - 600 002.**

**No. of Pages: 29**

**Price Rs 5000/-**

**METROPOLITAN TRANSPORT CORPORATION (CHENNAI) LTD.**

Tender No.06/42506/Advt.Rev./MTC/2022

Sold To:

**GENERAL CONDITIONS**

1. The tender consists of Technical Bid and Commercial Bid for GPS based On-Board Bus stop Announcement System with audio advertisement in 500 buses in the prescribed form.
2. The tenderer shall furnish two bids (a) Technical Bid (b) Commercial Bid for GPS based On-Board Bus stop Announcement System with audio advertisement in 500 buses in two separate sealed covers duly superscribed in the respective cover properly and lodge them in one outer cover. The name of the tenderer and the work for which they are submitting the bid should be clearly written on the outer cover.
3. The bids shall not be clubbed in one cover.
4. 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.
5. The prescribed format for Technical Bid is given in Schedule-I, the format for Commercial Bid for On-Board Bus stop Announcement System with audio advertisement in the 500 buses is given in Schedule-II of the tender schedule.
6. Failure to submit the bids in two separate sealed covers shall result in rejection of the tender summarily. The tender for Technical Bid will be opened by the Tender Opening Committee in the presence of tenderers available at the time of opening.
7. Only one participant representing each tender will be allowed to participate in the opening of tender. Evidence for representing the concerned firm to be produced i.e. authorization letter of the concerned firm / MTC receipt for purchasing the respective tender schedule if purchased from MTC to be produced at the time of entrance of Tender opening hall.
8. Cell phones are not allowed inside the Tender opening hall.
9. 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 day, which will be informed by MTC.
10. Demand Draft for EMD and all other relevant documents shall be enclosed along with Technical Bid only.
11. The downloaded Tender Document from website should accompany a Demand Draft for Rs.5000/- along with Technical bid.

MANAGING DIRECTOR

**METROPOLITAN TRANSPORT CORPORATION (CHENNAI) LTD**

**SCHEDULE - I**  
**TECHNICAL BID**

(To be sent in a separate sealed cover superscribed along with EMD)

**ANNEXURE - I**

**PRE-QUALIFICATION FOR PARTICIPATION IN THE TENDER FOR  
LICENSING FOR GPS BASED ON-BOARD BUS STOP  
ANNOUNCEMENT SYSTEM TO ON ANNOUNCE THE NEXT  
APPROACHING BUS STOP IN TAMIL & ENGLISH WITH AUDIO  
ADVERTISEMENT IN 500 BUSES**

S.No	Description	Minimum requirement	To furnish
1.	Status of the tender	Registered Establishment	Proof to be enclosed.
2.	Experience	Atleast one year experience in the advertisement field	Evidence to be enclosed.

Date:

Signature of the Tenderer

Office Seal:

## **ANNEXURE - II**

### INFORMATION ABOUT THE FIRM

I	i)	(a) Name of the firm	:	
		(b) Tenderer Name & Designation	:	
		(c) Address of the Registered Office	:	
		(d) Telephone No.	:	
		(e) Mobile phone No.	:	
		(f) E-mail	:	
		(g) Fax No.	:	
		ii)	Capital employed in Rs.	:
	iii)	Number of employees	:	
	iv)	Firm constitution	:	a) Proprietor  b) Partnership - If the bidder is a partnership firm, list of Partners with Adhar number and Pan number to be submitted along with technical bid.  c) Private Ltd  d) Public Limited  e) Co-operative  f) Undertaking
	v)	(a) Annual Turn Over in Rs.	:	
		(b) Evidence is enclosed	:	a) Yes      b) No
II	i)	Status of the firm	:	a) Small Scale b) Medium Scale c) Large Scale

	ii)	(a) In case of Small Scale Unit whether registered as SSI / MSME	:	a) Yes      b) No
		(b) Whether Registered Certificate of SSI / MSME is enclosed	:	a) Yes      b) No
		(c) If registered its registration number	:	
III	i)	TAN No.	:	
	ii)	Copy is enclosed	:	a) Yes      b) No
IV	i)	PAN No.	:	
	ii)	Copy is enclosed	:	a) Yes      b) No
V	i)	GST No.	:	
	ii)	Proof is enclosed	:	a) Yes      b) No
VI	i)	Experience in advertisement field	:	a) Yes      b) No
	ii)	Evidence is enclosed atleast one year in the advertisement field.	:	a) Yes      b) No
VII		EMD enclosed in Technical bid	:	a) Yes      b) No

Date:

Signature of the Tenderer

Office seal:

### ANNEXURE - III

#### DECLARATION

I / we .....hereby offer to undertake On-Board Bus stop Announcement System with audio advertisement in the 500 buses and subsequent maintenance in accordance with the condition laid down in tender and the condition hitherto annexed. Apart from the conditions as may be agree to between the Corporation and to the successful tenderer at the licence fee rate offered by me / us as per the terms in the schedules attached to the tender. I am / we are prepared to agree for the conditions as you may specify in the tender schedule.

I / we enclosed the demand draft / pay order of Rs.....  
(Rupees.....  
.....) drawn on..... Bank, Demand Draft bearing  
No.....Date..... 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 awarded or during period of contract I / we agree to forfeit of the EMD / SD remitted.

Date:

Signature of the Tenderer

Address and office seal



**ANNEXURE - IV**

(TO BE EXECUTED ON TAMIL NADU GOVERNMENT Rs.50/- STAMP PAPER)

**PROFORMA**

**INDEMNITY BOND**

This deed of indemnity is executed on ..... day of .....  
by M/s ..... having its Registered Office at  
.....(hereinafter  
referred to as "Licensee") in favour of METROPOLITAN TRANSPORT  
CORPORATION LIMITED having its Registered Office at "PALLAVAN  
HOUSE" Anna Salai, Chennai - 2 (hereinafter referred to as "Licensor")  
witnesseth:

The Licensee shall indemnify the MTC from any covenant that may  
arise due to filing of a suit or otherwise by others in respect of any matter  
connected with erection and maintenance for On-Board Bus stop  
Announcement System with audio advertisement in 500 buses.

The Licensee shall indemnify the MTC 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 MTC 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 an on-board bus stop announcement system to on announce the next approaching bus stop with audio advertisement in 500 buses covered under this deed to any other agency.

WHEREAS the Licensee has undertaken to maintain the on-board bus stop announcement system to on announce the next approaching bus stop in Tamil & English with audio advertisement in 500 buses under licence on the terms & conditions set forth in the Tender Schedule dated. .... issued by the Licensor.

Date:

Signature of the Tenderer

Office seal:

## **GENERAL CONDITIONS OF TENDER AND INSTRUCTIONS TO THE TENDERERS FOR SUBMISSION OF TENDER**

### **GENERAL:**

1. The Tender called for herein for granting licence for GPS based On-Board Bus stop Announcement System to on announce the next approaching bus stop in Tamil & English with audio advertisement in 500 buses operated by Metropolitan Transport Corporation (Chennai) Limited, at various Depots.

2. The Tenderer shall quote the licence fee in terms of per bus per month [exclusive of GST and taxes if any and advertisement fee (including service charges), fees, charges, etc., payable to the local bodies, State Government, Central Government, etc.,] for the GPS based On-Board Bus stop Announcement System with Audio Advertisement. The rate per bus per month is to be quoted considering the 500 buses as a single lot.

### **3. LICENCE PERIOD:**

The Licence is initially for 11 months only and the same may be extended for further period of 2 spells of 11 months 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, MTC Ltd is the final regarding renewal of licence for the subsequent 2 spells.

### **4. LICENCE FEE:**

The successful bidder shall pay the advance licence fee after receipt of the acceptance/award letter and enter into an agreement within seven days thereafter the licence fee shall be paid in advance every month on or before 5<sup>th</sup> of every month.

### **TENDER SUBMISSION:**

5. The tenderer shall furnish two bids viz (a) Technical Bid (b) Commercial Bid for GPS based On-Board Bus stop Announcement System with Audio Advertisement in two separate sealed covers duly superscribed 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 format for Commercial bid is given in schedule- II.

6. In the Technical bid, Annexure- I, the Tenderer should have enclosed the pre-qualification clause evidence.
7. In the Technical bid, Annexure- II, regarding information about the firm should be furnished clearly.
8. No tender shall be considered unless the Declaration (Annexure -III) and Indemnity Bond (Annexure -IV) annexed as per schedule - I, to be executed by the tenderer is enclosed along with the Technical Bid.
9. 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.
10. The processing and evaluation of tenders will be followed in strict adherence to the provisions of the Tamil Nadu Transparency in Tenders Act and Rules.
11. Tender rates must be strictly quoted in the format furnished in Annexure -I of the Schedule-II (Commercial bid) for GPS based On-Board Bus stop Announcement System to on announce the next approaching bus stop with audio advertisement in 500 buses.
12. **Before submitting the bids each and every page of the Technical Bid and Commercial Bid shall be duly signed by the tenderer.** Any corrections and overwriting shall be duly signed by the tenderer, failing which the tender offer is liable to be rejected. Incomplete tender offer will also be rejected.
13. 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 and this tender offer rate for evaluation will be recorded at the time of opening.
14. Tender must be submitted in sealed envelopes as instructed in **Sl.No.5** only, addressed to the Managing Director, Metropolitan Transport Corporation (Chennai) Limited, Pallavan House, Anna Salai, Chennai-600 002 and superscribed on the cover with the words "**Tender Notice Sl.No.2 - GPS based On-Board Bus stop Announcement System with audio advertisement in 500 buses**". The name of the tenderer/firm and address should be written on the cover.

**15.** Tender should be put into the Specific Tender box available in the office of the Deputy Manager (Projects), Pallavan House, Corporate Office, Metropolitan Transport Corporation (Chennai) Limited, Anna Salai, Chennai-600 002 on or before **15.00 Hrs on 18.05.2022**. The tenders will be open on the same day at **15.30** hours in the presence of the available tenderers by the tender opening committee, at the Corporate Office, MTC Ltd.

**16.** Either the tenderer or one representative of the tenderer duly authorised in writing by the tenderer, subject to the acceptance of the authorization letter by the Tender Opening Committee / MTC receipt for purchasing the respective tender schedule if purchased from MTC may attend the tender opening.

**17.** 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 specific day, which will be informed by MTC.

**18.** 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, thereafter and also to the satisfaction of the authorized officials of the Corporation.

**19.** 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 tenderer and will also authorise the Managing Director to make other arrangements for GPS based On-Board Bus stop Announcement System with Audio Advertisement in 500 buses.

**20.** In the event of failure to carry out works as per schedule and specification, such failure to complete work will result in the forfeiture of security deposit.

**21.** 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.

## **22. 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.

## **23. EARNEST MONEY DEPOSIT:**

Every tender must be accompanied by an interest free Earnest Money Deposit (EMD) **Rs.65,000/-** for by means of a Demand draft drawn in favour of Metropolitan Transport Corporation (Chennai) Limited, Chennai-600 002, from a Nationalised Bank or Scheduled Bank payable at Chennai. Any tender not accompanied by the EMD is liable for rejection.

## **24. REFUND OF EARNEST MONEY DEPOSIT:**

i) The Earnest Money Deposit of the successful tenderer will be refunded soon after the payment of prescribed security deposit and on the execution of contract agreement with MTC Ltd.

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.

iii) The EMD shall not carry any interest.

## **25. 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 and any other payments etc.

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 receipt of letter of acceptance/award 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, Metropolitan Transport Corporation Limited at the time of final acceptance of the tender.

**26. SECURITY DEPOSIT:**

i) The successful tenderer shall be paid the Security deposit of the amount equivalent to three times of the total monthly licence fee amount. 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 pay the advance licence fee or fails to continue till the full contract period, the security deposit will be forfeited.

ii) The Security Deposit shall not carry any interest.

**27. TENDER REJECTION:**

i) Tenders not satisfying the aforesaid conditions are liable to be summarily rejected. If at any time it may be found that any tenderer had submitted more than one tender, under different names, all his/her tenders will be rejected and the deed cancelled with forfeiture of Earnest Money Deposit, Advance Licence fee, Security Deposit etc.

ii) Tender form issued to tenderers is not transferable. If any such transfer is found in tender offer, such tenders shall be rejected.

iii) Those advertising firm / individual / partners in the firm which have defaulted payment of licence fee etc., to MTC in earlier contracts shall not participate in the tender. The partners in the defaulted firm shall not be partner of any other firm which will not also be entertained for participation in this tender.

iv) Offers made by a tenderer who has already been black listed either by MTC/State/Central Government or by any public undertakings shall be summarily rejected.

v) Conditional offers made in the tender are liable to be rejected.

vi) The Managing Director, MTC Ltd, Chennai reserves the right to reject any tender (including the highest offer) without assigning any reason thereof.

**MANAGING DIRECTOR**

**SCHEDULE - II**  
**COMMERCIAL BID**

**Tender no: 06/42506/Advt.Rev/MTC/2022**

**GPS BASED ON-BOARD BUS STOP ANNOUNCEMENT SYSTEM**  
**WITH AUDIO ADVERTISEMENT IN 500 BUSES**

(To be sent in a separate sealed cover superscribed)

**ANNEXURE - I**

**FORMAT FOR TENDER SUBMISSION**

To  
The Managing Director,  
Metropolitan Transport Corporation (Chennai) Limited,  
Pallavan House,  
Anna Salai, Chennai-600 002.

Sir,

Sub: Tender for GPS based On-Board Bus stop Announcement  
System with Audio Advertisement in 500 buses -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 of Rs..... (Rupees.....). vide D.D.No..... Date..... drawn from ..... Bank.

3. We undertake, if our tender is accepted, to pay the Security Deposit and to sign the Agreement as per terms and conditions of the tender schedule and subsequent conditions as agreed to by both MTC and ourselves.

4. 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).

5. We hereby agree to pay the licence fee in full as per the terms and conditions of the Tender Schedule on or before the due date.



6. We hereby submit our tender offer as given below:

Last date & time of receipt of tender: **18.05.2022 upto 15.00** hours

Tender Opening : **18.05.2022 at 15.30** hours

**GPS BASED ON-BOARD BUS STOP ANNOUNCEMENT SYSTEM  
WITH AUDIO ADVERTISEMENT IN 500 BUSES**

Nomenclature	No. of Buses	The licence fee should be quoted as rate / bus / month (Exclusive of GST and taxes if any, levies, duties, any other charges etc. payable to Central / State Governments and various Authorities) in Rupees and also in words considering the total No. of buses as a single lot only.
GPS based On-Board Bus stop Announcement System to on announce the next approaching bus stop in Tamil & English with Audio advertisement in 500 buses operated from various depots	<b>500</b>	

Date:

Company Seal:

Signature:

Name:

(in block letters)

Phone No:

Address :

## **ANNEXURE -II**

### **TERMS AND CONDITIONS FOR GPS BASED ON-BOARD BUS STOP ANNOUNCEMENT SYSTEM WITH AUDIO ADVERTISEMENT**

**1**     **i)** The licensing is for GPS based On-Board Bus stop Announcement System to on announce the next approaching bus stop in Tamil & English with audio advertisement in 500 buses attached various depots.

**ii)** The Licensee shall not alter during the entire period of contract. The licence fee is to be paid irrespective of whether audio advertisement is being done or not.

**iii)** The Licensee shall arrange a board for the display of the following details at the Security wing of each depot.

1. Name of the Licensee,
2. Date of allotment,
3. Date of expiry of contract,
4. No. of buses allotted for bus stop announcement with audio advertisement.

### **2. ERECTION, MAINTENANCE, REPAIR AND REMOVAL OF GPS BASED ON-BOARD BUS STOP ANNOUNCEMENT SYSTEM COMPLETE SET:**

- a) The Licensee shall erect, maintain, repair and remove when necessary, on-board bus stop announcement system to on announce the next approaching bus stop with audio advertisement under this licence at his own cost as per standards, specifications and other requirements as stipulated by the Licensor.

#### **1. GPS Receiver :1 No**

#### **GPS Receiver should have following minimum specification:**

- 1.1 L1 frequency, C/A code, 1-channel (minimum) continuous tracking receiver.
- 1.2 1Hz update rate.It should support NMEA protocols
- 1.3 Should support AGPS Mode
- 1.4 Fully Compatible with Standard Position Service (SPS) and accuracy should be better than 10 Milli seconds.

1.5 Reacquisition time better than 2 sec (90%).

1.6 Hot Start better than 15 sec (90%).

1.7 Warm Start better than 50 sec (90%).

1.8 Cold Start better than 110 sec (90%).

1.9 Antenna short circuit protection.

1.10 Operating temperature -40°C to +51°C

2. GPS Antenna: 1No

It shall be provided with either magnetic mounting or screw (fixed) mounting with micro-patch, active antenna powered from the receiver.

3. Audio Amplifier : 1No

6 channels, 20 watts/channel

**b)** The schedule of erection should not disrupt the normal operation of buses. All material connected with on-board bus stop announcement system shall be taken inside the depot only with gate pass duly signed by the depot officials. The entry/exit should be through the Security wing of the depot only.

**c)** The work of erecting shall be made in the premises of MTC (Chennai) Ltd., depots and shall be done in the presence of depot officials nominated for the purpose during night time only under their direct supervision. The buses shall not be allowed to be taken outside the depot for any work in connection with on-board bus stop announcement system.

**d)** Authorisation of person employed for purpose of erecting on-board bus stop announcement system shall be furnished by Licensee in advance to issue entry passes to allow them inside the depot.

**e)** No material and other facilities such as tools, labour, etc. shall be provided to the Licensee by the Licensor for the purpose of erection, maintenance, repair or / and removal of entire unit in the buses.

**f)** The Licensee shall ensure full safety and security for the men and material of the Licensee and Licensor during the time of erection and removal of on-

board bus stop announcement system in the buses. The Licensee shall not cause any damage to the bus body and inconvenience to the functioning of depot during the time of erection and removal of entire unit in the buses.

**g)** On-board bus stop announcement system error shall be attended immediately on issue of notice by the Licensor 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 announcement unit shall be removed from the bus without intimation to the Licensee and the Licensee shall not be eligible for any compensation on that account of loss.

**h)** In case when the GPS receiver, GPS Antenna, Speakers and Audio Amplifier etc., are damaged due to external force like accident etc., the Licensee will be permitted, to replace all the above items for the remaining period of the licence. The licensor is not however being liable to compensate the Licensee for any loss arising out of non announce the next approaching bus stop with audio advertisement for any period of time due to any reason.

**i)** All works related to erection, maintenance, repairs and removal of on-board bus stop announcement system shall be allowed only during night hours, i.e, between 22.00 hours and 04.00 hours.

**j)** No work related to fabrication, repairs, etc., for bus stop announcement system shall be allowed inside the premises of the Licensor. The erection and removal of bus stop announcement unit should be done without causing any damage to the bus body. If at any time it is reported that the bus body is damaged, the cost of repair work to be fixed by MTC Ltd. has to be paid by the Licensee.

**k)** The Licensee shall ensure the full and complete removal of On-board bus stop announcement system immediately on expiry of licence without causing any damage to the bus body and inconvenience to the normal functioning of the depot. If, however, any damage is caused to the bus body during the removal of the on-board bus stop announcement system 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 Licensor shall be final in this regard. However, if the on-board bus stop announcement system are not removed within 24 hours after expiry of the licence period, double the licence fee on prorata basis shall be paid by the Licensee, and if such delay

in removing the on-board bus stop announcement system exceeds 7 days from the date of expiry of licence, the Licensor reserves the right of removing and disposing of such on-board bus stop announcement at their own discretion. The expenditure incurred by the Licensor for such removal of On-board bus stop announcement system shall be deducted from the Security Deposit remitted by the Licensee and the balance paid after verification of other dues and documents.

**3. i)** The Licensee, shall compulsorily provide at his own cost to on announce the next approaching bus stop for 500 buses under the contract.

**ii)** The Licensee shall be responsible for any damage/loss and/ or injury to any person caused due to the on-board bus stop announcement system and the expenditure / compensation due to this, shall be borne by the Licensee.

**iii)** The on-board bus stop announcement system to on announce the next approaching bus stop with audio advertisement for 500 buses shall not disturb either to the vehicle drivers or to the other road users etc.

**iv)** MTC shall not be responsible for any damage caused to the property/ Injury to persons, by any incident due to on-board bus stop announcement system and the Licensee is solely responsible for such events.

#### **4. LOSS OF PROPERTY:**

MTC is not responsible for loss of any property relating to the On-board bus stop announcement system 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 MTC 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.

#### **5. INSURANCE COVERAGE:**

The Licensee at his own cost shall arrange for insurance coverage for on-board bus stop announcement system towards loss due to accidents, theft, natural calamities etc.

## **6. ON-BOARD BUS STOP ANNOUNCEMENT SYSTEM TO ON ANNOUNCE THE NEXT APPROACHING BUS STOP WITH AUDIO ADVERTISEMENT IN THE BUSES:**

<b>i)</b>	The Licensee shall obtain prior approval of audio advertisement from MTC.
<b>ii)</b>	The Licensee shall not announce any message which: <ul style="list-style-type: none"> <li>a. Carry immoral or illegal words</li> <li>b. May hurt the sentiments of any section of public</li> <li>c. Are prohibited by any law, Act, Rules, Regulation of Central /State Government, Local and Other Statutory Bodies.</li> <li>d. Contain information on politics, religious, caste, etc., which will provoke public,</li> </ul>
<b>iii)</b>	MTC reserves the rights to withdraw announce the next approaching bus stop with audio advertisement, if warranted.
<b>iv)</b>	Obtaining prior permission from MTC will not relieve the responsibility of the Licensee for the audio advertisement contents.
<b>v)</b>	No Audio advertisement should be made without approval by MTC Ltd. The approval will be given only when the Licensee pays updated payments. If the Licensee keeps any amount pending, Audio advertisement approval will not be given by MTC Ltd.

## **7. PERMISSIONS FROM AUTHORITIES:**

It is the sole responsibility of the Licensee to obtain necessary licence/ permission / approval orders etc. from the Government concerned, Government bodies, Statutory Authorities for all the matters concerned with on-board bus stop announcement system with audio advertisement of 500 buses, maintenance and repair of on-board bus stop announcement system, covered under this tender.

## **8. AGREEMENT:**

**i)** The letter of acceptance/award will be issued by MTC 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 & also the Advance Licence Fee with GST and

Advertisement fee (including service charges) besides executing the contract agreement, within seven days from the date of receipt of letter of acceptance.

**iii)** If the successful tenderer fails to execute the agreement or fails to remit the Security Deposit, Advance Licence Fee with GST and Advertisement fee (including service charges) within the prescribed date, the EMD 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/award for the payment of Security Deposit, Advance Licence Fee with GST, Advertisement fee (including service charges) 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.

**vi)** If the agreement is not renewed for the second spell before the due dates the contract is deemed to have been terminated on the due dates and the on-board bus stop announcement system will become the property of MTC, besides forfeiture of Security Deposit & Advance Licence fee amount and the same is applicable for third spell also. The MTC Ltd will not intimate about this and the Licensee alone is held responsible for the lapses regarding renewals.

## **9. LICENCE FEE PAYMENT:**

**i)** The term of reckoning licence fee payable by licensee shall begin from the 31<sup>st</sup> day from the date of work order or the date of on-board bus stop announcement system installed whichever is earlier. The payment of licence fee should be in advance by 5<sup>th</sup> of every month by the licensee.

ii) The licence fee shall be paid in advance every month on or before 5<sup>th</sup> of every month failing which interest at 18% per annum shall be levied on such arrears of fee. Last date of payment with interest is 20<sup>th</sup> of every month. The licence will be cancelled automatically without further notice and the material will be taken over by the licensor with forfeiture of Security Deposit etc. Remissions of fee or compensation whatsoever shall not be allowed to be made by the licensee.

iii) The licence fee amount shall be paid with escalation of 10% for 1<sup>st</sup> renewal of 11 months and with 10% for the 2<sup>nd</sup> renewal of 11 months over the previous rate. The licence fee shall be paid in the form of Demand Draft in favour of Metropolitan Transport Corporation (Chennai) Limited payable at Chennai from any Nationalised or Scheduled Bank.

iv) The licence fee with GST, Advertisement fee (including service charges) and statutory levies if any etc., if not paid at the specific time, the original agreement/renewal agreement will not be signed and the contract is deemed to be terminated automatically with the forfeiture of Security Deposit and the licence awarded will automatically deemed to be taken over by MTC.

v) Initially the Advertisement fee (including service charges, as per the Rule 343 of TNMV Rules, 1989) is to be paid to MTC Ltd. along with Security Deposit and Advance Licence Fee payment within 7 days from the date of receipt of acceptance/award letter. For the subsequent 2 spells of agreement again the Advertisement fee (including service charges) is to be paid at the time of renewals.

vi) No claim from Licensor shall be entertained for waiving or remission of licence fee or for part payment or postponement of payment date, under any circumstances.

## **10. PAYMENT OF TAXES, FEES, CHARGES, ETC:**

i) The Licensee 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 Licensor shall forfeit the right of on-board bus stop announcement system 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 mentioned above.



**ii)** 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 MTC at the time of remitting the said amount, failing which the MTC shall be at Liberty to terminate the Licence forthwith with no compensation to the Licensee.

## **11. LICENCE PERIOD:**

**i)** The Licence period shall be initially for **11 months** only.

**ii)** The Licence is initially for 11 months only and the same may be extended for further period of 2 spells of 11 months 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, MTC Ltd is the final regarding renewal of licence for the subsequent 2 spells.

**iii)** However such renewal of agreement is restricted to 2 spells of 11 months each. (i.e) two renewals only after the initial agreement period of 11 months.

**iv)** The agreement for the renewal of the licence shall be executed at least 60 days before the date of expiry of the existing agreement period.

## **12. CANCELLATION OF PERMISSION:**

**i)** The MTC shall not be responsible for any discontinuance of on-board bus stop announcement system under this deed caused under instructions of the State and Central Government or due to the policy decision taken by the Management/Board of Directors of the MTC, or by introduction of any new statutory provisions. In the event of such discontinuation, the MTC shall arrange to refund the Security Deposit to the Licensee within 30 days from the notice of such cancellation after deducting any dues payable to the MTC by the Licensee and on pro-rata basis of usage period of the on-board bus stop announcement system with audio advertisements and also the dues in any contract for any other works executed with MTC Ltd.

ii) The firm has to be in contract for a total period of 33 months, from the 31<sup>st</sup> day of the work order or from the date of commencement of on-board bus stop announcement system to on announce the next approaching bus stop with audio advertisement whichever is earlier, initially for 11 months and renewable 2 spells of 11 months each on the due date. 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 of 33 months, it amounts to breach of contract and in that event the Security Deposit and the Advance Licence Fee paid by the firm will be forfeited.

### **13. LEGAL COVENANT:**

**i) Indemnification of MTC with regard to any suit made by any person or body of persons in respect of on-board bus stop announcement system with audio advertisement of 500 buses:**

The Licensee shall indemnify the MTC from any covenant that may arise due to filing a suit or otherwise by others in respect of any matter under this deed.

**ii) Indemnification of MTC with regard to damages caused:**

The Licensee shall indemnify the MTC 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.

**iii) Indemnification of the MTC with regard to any compensation or other causes arising out of incidents, accidents etc. caused:**

The Licensee shall indemnify that MTC 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 accident or otherwise during the period of Licence deed.

**iv) Indemnification of MTC with regard to wages, salaries, dues to any person or body of persons etc:**

The Licensee shall indemnify the MTC 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.

**v) Pledging, selling, transfer, creating charges etc. of right:**

The Licensee shall not pledge, sell, transfer, create charges, and dispose otherwise the right of on-board bus stop announcement system with audio advertisement covered under this deed to any other agency/body/person.

**14. INSOLVENCY OF THE LICENSEE OF NON-OBSERVANCE OF THE OBLIGATION OR DEED ON THE PART OF LINCENSEE:**

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 MTC 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 MTC without any notice to determine this Licence and take possession on behalf of Licensee of all equipments and commercial venture of on-board bus stop announcement system to on announce the next approaching bus stop with audio advertisements under this deed and the same shall become property of the MTC to recover all sums then due hereunder and damages in respect of any breach or default on the part of Licensee.

**15. NOTICE OF TERMINATION OF AGREEMENT:**

The agreement will be terminated without any notice and compensation to the Licensee under one or more of the following circumstances:

i) If during the period of this agreement, the Licensee makes default in paying the amount payable to the MTC, as per provisions made under this deed.

ii) 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 MTC 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, Advertisement fee (including service charges) and if any statutory duties / taxes, GST etc., within the prescribed due dates,

the contract will be deemed to be cancelled automatically without further notice.

iii) If the Licensee is found to have been blacklisted either in the past or during the permission period by State/Central Government or Government Undertakings, all deposits including any equipments for the on-board bus stop announcement system shall be recovered by MTC with no compensation to the Licensee in the event of all above.

iv) If the Licensee fails to execute any one of the work in the agreement the entire contract will be terminated.

## **16. FORCE MAJEURE:**

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.

As soon as the cause of force majeure has been removed, the licensor whose ability to perform its obligations has been affected shall notify the other of such cessation and inform the other licensor through such notice the actual delay incurred in such affected activity. Any event which is Force Majeure wherever it occurs, provided that it prevents, affects or delays the licensor in performing contractual obligations will justify the affected party's claim of Force Majeure.

During the existence of any of the above conditions, the licensee shall be exempted from the delivering the product and the licensor shall be at liberty to advertisement board elsewhere to the extent of such period but shall again resume off-take from the licensee on receipt of the licensee's notice of readiness to resume performance.

## **17. FINAL DECISION IN MATTER OF DISPUTE:**

The decision of the Managing Director, Metropolitan Transport Corporation (Chennai) Limited shall be final in any matter of dispute.

**18.** 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 Security Deposit, Licence Fee paid without any compensation whatsoever. The decision of MTC shall be final in this regard.

**19. The letter of acceptance/award or the work order issued by MTC or the executed agreement should not use for any other purposes including Bank Loan, Security or for any other financial transaction purpose.**

**20. ARBITRATION:**

All disputes / differences between the Licensor and the Licensee under the agreement shall be referred to the Sole Arbitrator who is appointed on mutual consent of both the parties, his decision is the final one and binding on both the parties. Further, the proceedings shall be in accordance with the Arbitration and Conciliation Act 1996. The venue of Arbitration hearings shall be at Chennai 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 Chennai shall be the jurisdiction.

**21.** All rights, privileges hitherto enjoyed by Licensee shall be deemed to have been taken over by Metropolitan Transport Corporation (Chennai) Limited immediately on expiry of contract period for the on-board bus stop announcement system with audio advertisement of 500 buses.

**22.** MTC reserves the right to alter the number of buses to be allotted to the Licensee, at the time of finalising the contract. If there is any addition or deletion of buses after issue of work order, the Licensee shall add/delete the number of buses subject to the existing terms and conditions of licence including licence fee payment.

**MANAGING DIRECTOR**