

**TAMILNADU STATE TRANSPORT CORPORATION(CBE)LIMITED.,  
METTUPALAYAM ROAD, COIMBATORE- 641 043**

**TS.NO:**

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**DISPLAY OF ADVERTISEMENT ABOVE THE COMPOUND WALL OF BRANCHES**

SL.NO	NAME OF DEPOT/UNIT OFFICE

**LAST DATE AND TIME OF SUBMISSION: 10.05.2022 UPTO 3.00 PM**  
**DATE AND TIME OF OPENING TENDER: 10.05.2022 3.00 PM**

**Cost of Tender Schedule: Rs. 1008/- (For Each Depot)**  
**EMD: Rs.30000/-(For Each Depot)**

**ADDRESS OF THE REGION**

**The General Manager  
Tamil Nadu State Transport Corporation (CBE) Ltd,  
Mettupalayam Road, COIMBATORE 641 043.**

=====

**(Technical and Commercial Bids contain 18 pages)**

Signature of the tenderer

**TAMILNADU STATE TRANSPORT CORPORATION (CBE)Ltd. COIMBATORE-43**

TENDER NO. 09\TNSTC\ CBE\ 2022 : SOLD TO:

**GENERAL CONDITIONS**

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

1) 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**.

2) Both the bids shall not be clubbed in one cover.

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

4) 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 on the same day.

5) Failure to submit the bids in two covers shall result in rejection of the tender summarily. The tender for Technical Bid and Commercial Bid shall be opened by the Tender Opening Committee in the presence of tender participants.

6) Only one participant representing each tender will be allowed to participate in the opening of tender with proper authorization.

7) Demand Draft for EMD and all other relevant documents shall be enclosed along with Technical Bid only.

8) The down loaded Tender Schedule, from website should accompany the Demand draft for Rs.1008/- ( Rupees One Thousand and eight Only ) for each depot/ Unit office mentioned in the face sheet along with Technical Bid

Signature of the tenderer

**TAMILNADU STATE TRANSPORT CORPORATION (CBE) LTD COIMBATORE-43**

**SCHEDULE-I  
TECHNICAL BID**

(To be sent in a separate cover super scribed along with EMD)

**ANNEXURE-I**

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

The tenderer should furnish the following details along with Proof.

1)	Name of Tenderer with address.	
2)	Individual/Firm/Corporate body/others (pl.specify)	
3)	Experience in years (With Proof)	
4)	PAN Number if any	
5)	Phone No.	
6)	Mobile No, & E Mail ID	
7)	EMD Enclosed. ( Say yes or No.)	
8)	GST No.	

Seal:

Date:

Signature of the tenderer

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

I / we .....hereby offer to undertake display of advertisement above the compound wall of depot / Unit Office..... and subsequent maintenance in accordance with the condition laid down in the Tender and the condition hitherto annexed. Apart from the conditions as may be agreed to between the Corporation and the successful tenderer at the royalty / contract 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 enclose the demand draft for Rs.....(Rupees  
 ) dated..... 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 the 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 referred 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 during the period of contract, I / we agree to forfeit the EMD remitted.

Date:

Address and office seal:

Signature of the tenderer

## ANNEXURE-III

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

INDEMNITY BOND

This deed of indemnity is executed on.....day of .....2022 by M/S.....having its Registered Office at..... (herein after referred to as "Licensee") in favour of Tamil Nadu State Transport Corporation (COIMBATORE) Limited, having its Registered Office at COIMBATORE having its region at .....(herein after referred to as "Region") witnesseth:

The Licensee shall indemnify the TNSTC(CBE) from any covenant that may arise due to filing of a suit or otherwise by other in respect of any matter connected with erection and maintenance of advertisement above the Compound walls.

The Licensee shall indemnify the TNSTC(CBE) 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(CBE) from any claim by any person or body of persons in the matter of wages, salaries, and compensation, due etc. in connection with any matter covered under this License.

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

2.WHEREAS the Licensee has undertaken to erect and maintain the advertisement on the Compound Walls under licence on the terms & conditions set forth in the Tender Schedule/ dated....., issued by the Region.

Signature of the Tenderer

Date:

Address and Office seal

Signature of the tenderer

**TAMILNADU STATE TRANSPORT CORPORATION (CBE) Ltd COIMBATORE**  
**SCHEDULE - II**  
**COMMERCIAL BID - TENDER CONDITIONS**

- 1) The Tender called for herein is for licensing the rights for display of advertisements above the compound walls of depot / Unit Office.....of COIMBATORE region of Tamil Nadu State Transport Corporation (COIMBATORE) Limited, for the **period of 33 Months** from the date of entering into contract subject to the terms and conditions the contract given herein.
  
- 2) The tender offer shall be quoted as contract rate in terms of **rate per square feet per year (i.e.11 months)** ( in the Annexure B ) exclusive of taxes, fees, charges etc., payable to the local bodies, State Government, Central Government etc. for advertisement on Compound Walls mentioned. The minimum area for advertisement shall be 100 Sq.Feet without limit for maximum area. **The rate quoted must be for glow sign boards. For the first 11 months the quoted rate is applicable and from 12<sup>th</sup> months to 22 months the rate is 10% over the quoted rate and from 23 to 33 months, the rate is 10% over the 12<sup>th</sup> month rate.**
  
- 3) a) Tender must be submitted with all conditions in the form given at Annexure-B issued as Tender documents and should be duly signed in each page failing which the offers are liable to be rejected. Incomplete tender offers will also be rejected.
  
- b) Tender offers should be presented in the prescribed form only and tender offers presented otherwise shall be summarily rejected.
  
- c) Tender forms issued to Tenderer are not transferable.
  
- d) Tender amount should be given in figures as well as in words legibly
  
- e) In case of difference between the tender amount written in figures and words, the highest tender offer alone will be considered as the offer on the part of the tenderers. The fact of the same will be recorded in tender document in the presence of tenderers during the time of opening the tender and duly signed by tenderers present at that time.
  
- f) All pages including corrections made in the tender must be signed by the tenderer.
  
- g) Special offers which the tenderer is willing to make must be typewritten on the tenderer's letter heads and all such accompaniments must bear the full signature of the tenderer on every page.
  
- h) Conditional offers made in the tender are liable to be rejected.

Signature of the tenderer

- i) Offers made by a tenderer who have already been black listed either by State/Central Government or Government Undertakings shall be summarily rejected,
- j) The tender offer must be dated and signed by the tenderer at the space provided in Annexure – B.

4) **EARNEST MONEY DEPOSIT:**

- i) Every tender must be accompanied by **Earnest Money Deposit of Rs.30000/-** ( Rupees Thirty thousand only) **for each depot / unit office** by means of a Demand Draft drawn on a Nationalized Bank or Scheduled Bank payable at COIMBATORE, drawn in favour of “Tamil Nadu State Transport Corporation (COIMBATORE) Limited, COIMBATORE-43.”
- ii) No interest will be allowed on the Earnest Money Deposit.
- iii) The Earnest Money Deposit received from unsuccessful tenderers will be refunded within 30 days from the date of finalizing the tender.
- iv) Tender should be accompanied with the latest Income Tax Clearance Certificate.

5) **FORFEITURE OF E.M.D.**

The Earnest Money furnished by a tenderer is liable to be forfeited along with rejection of tender without notice under the following circumstances:

- a) If a Tenderer withdraws his offer after its opening but before the expiry of the period of validity mentioned in Clause No. 9, hereinafter or/and.
  - b) If the successful tenderer fails to pay the advance amount as in Clause No. 7 hereinafter or/and,
  - c) If the successful tenderer fails to remit the advance amount in time as per clause XIII of Annexure A of the Terms and Conditions of the Contract or/and,
  - d) If the successful tenderer fails to execute the written deed in proper manner and on stamp paper of appropriate value with the concerned region of the Corporation within 15 days from the date of issue of letter of acceptance for the commencement of license by the Corporation or/and,
  - e) If the successful tenderer fails to comply with any clause in which he is required to do as per the terms and conditions of the contract or any other clause in which he may be required to do so till the acceptance of the tender and execution of agreement with the Corporation concerned.
- 6) The Earnest Money Deposit of the successful tenderer will be refunded soon after the expiry of successful contract period.
- 7) The period of contract is for 33 months and the successful tenderer shall pay the Licence amount for the first 11 months **period in advance at the beginning of the period and subsequent period the revised license fee shall be paid in**

Signature of the tenderer

**advance by two months (60 days) before the subsequent period starts** by means of Demand Draft drawn on Nationalized Bank payable at COIMBATORE in favour of Tamil Nadu State Transport Corporation (COIMBATORE) Limited, COIMBATORE. If fails to remit the amount in time prescribed above the agreement cancelled with forfeited of EMD and Security Deposit ect., with immediate effect.

- 8) The Corporation reserves the right to reject any tender (including the highest offer) without assigning any reason thereof
- 9) The offers submitted shall remain open and valid for acceptance of the Committee for a period of three months from the date fixed for opening of tenders.
- 10) a) Tenders should be put before 3.00 PM on 10.05.2022 (as per our office Clock) into the tender box available in the Office of the General Manager, Tamil Nadu State Transport Corporation (COIMBATORE) Limited, .....(address in Annexure "A") and will be opened on 10.05.2022 at 3.30 PM in the presence of attending tenderers by the Committee duly authorized for the purpose.  
b) The tender received beyond the stipulated time fixed for the tender opening due to transit delay, will be summarily rejected.
- 11) Tenders must be submitted in sealed envelope only superscribed with the words "Advertisement above the Compound Wall of Depots of Tamil Nadu State Transport Corporation (COIMBATORE) Limited- for Depot / Unit Office ..... " opening on 10.05.2022. The cover shall be addressed to the General Manager, Tamil Nadu State Transport Corporation (COIMBATORE) Limited COIMBATORE, .....(address).as given in the Face Sheet
- 12) Tenders not satisfying the aforesaid conditions are liable to be summarily rejected. Should it anytime be discovered that the tenderer had submitted more than one tender under different names, all his tenders will be rejected and agreement cancelled with forfeiture of EMD, Security Deposit etc.

GENERAL MANAGER

Signature of the tenderer



## **ANNEXURE – A**

### **NOTE:**

#### **1) ‘Corporation’**

means Tamil Nadu State Transport Corporation (COIMBATORE) Ltd, COIMBATORE, for which a particular tenderer has quoted.

#### **2) ‘Licensee’**

means the tenderer whose tender has been accepted by the competent authority for display of advertisement above the compound walls of the Depots of the Corporation for whom he has quoted.

#### **3) ‘Licensor’**

represents the General Manager, Tamil Nadu State Transport Corporation (COIMBATORE) Limited, for which the tender has been accepted.

### **I) THE LICENCE**

The Licence is for display of advertisement above the Compound Wall of Depots on offered lots mentioned for the depots owned by Tamil Nadu State Transport Corporation (COIMBATORE) Limited COIMBATORE ..... for which the tenderer has submitted his tender documents

#### **ii) DURABILITY OF DISPLAY BOARDS**

The Licensee shall ensure that the display board intended for advertisement including the materials used for advertisement purpose are strong durable and stable to withstand any forces developed during wind pressure particularly at times of heavy gale, rain etc.

### **III) CONTENT OF DISPLAY**

The Licensee shall not display much of the Posters, figures, sketches etc., which may exhibit immoral obscene scenery which cause public nuisances and hurt any religious/caste/race/section sentiments of the general public. The content of advertisement shall be presentable to society and acceptable as per laws in force.

### **IV) Objectionable display:**

No advertisement shall be displayed which in the opinion of the Managing Director is against any law and offend any religion/caste/race/section, public morality or in defamatory or the display whereof is prohibited by any lawful authority and upon the Managing Director requiring the licensee so as to do, the licensee shall forthwith withdraw such advertisement and discontinue the display thereof. No advertisement exhibiting directly or indirectly the name of pictorial representation of any national figure, flag or emblem prohibited by law shall be displayed by the licensee. No advertisement on health hazardous materials, social hazardous information, Politics, Cinema, contents carrying values against the interest of the State/Central Government, Government Undertakings, etc., shall be allowed to be displayed.

Signature of the tenderer

**V ) DISPLAY APPROVAL:**

The Licensee shall produce in original the display materials to the Corporation at least 15 days in advance of advertisement and obtain prior approval of the Managing Director/General Manager. The Managing Director/General Manager of Tamil Nadu State Transport Corporation (COIMBATORE) Limited reserves the right to reject the display material without assigning any reasons there for.

**VI ) REMOVAL OF ADVERTISEMENT ON EXPIRY OF CONTRACT**

The Licensee shall ensure the removal of advertisement immediately on expiry of contract without causing any damage to any part of our property and inconvenience to the normal function of the depot. However, if the display are not removed within 2 days after expiry of the license period, double the rental charges on pro rata basis shall be collected from the Licensee and if such delay in removing the display board exceed 7 days from the date of expiry of contract, the Managing Director/General Manager reserves the right of removing such display with no compensation to the Licensee. The actual expenditure incurred by the Corporation for such removal of display and the penal rental charges shall be deducted from the Security Deposit of the Licensee and the balance paid after verification of other documents.

**VII ) ERECTION, MAINTENANCE, REPAIR AND REMOVAL OF DISPLAY BOARD:**

- i) The Licensee shall display of advertisement above the compound wall and remove the same after the expiry of contract, with out any damage to our properties including trees, plants etc.,

The Licensee shall furnish the programme of erection of display of matter at least 15 days in advance.

- ii) The contractor shall display advertisement on the space owned by the Corporation. The location / space allotted by the corporation alone be used for advertisement purpose .Advertisement boards/paintings shall not hide the elevation, our name board and out side vision .Cutting of trees will not be allowed.
- iii) Authorization of staff employed for purpose of affixing advertisement shall be furnished by licensee in advance to issue permit passes to allow them inside depot.
- iv) No material and other facilities such as tools, labour etc. shall be provided to the licensee by the Corporation during the time or erection of display advertisement in the buses.
- v) The Licensee shall ensure full safety, security during the time of affixing of display in buses and the licensee shall not cause any inconvenience to depot function.

Signature of the tenderer

- vi) Maintenance of display shall be done neatly by cleaning the advertisement periodically with clear soap powder, liquid or any other suitable materials as the case may be. Under no circumstances lack of maintenance of display shall be allowed to cause discredit 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 atleast 15 days interval each.
- vii) Repairs to display advertisement shall be attended immediately on issue of notice by the Corporation or within 7days from the date of issue of such notice based on the seriousness of repairs and if however such repairs are not attended by licensee within stipulated time, such display board shall be removed without intimation to the licensee and the licensee shall not be eligible for any compensation on that account of loss.
- viii) The Licensee shall attend to repairs of display advertisement under prior intimation to the Branch Manager. All repair works should be done without disturbance to routine work of the depot
- ix) No work related to fabrication, repairs etc. of display panel shall be allowed to be executed inside the premises of the licenser. The licensee shall bring a ready to fix panel complete in all respects and he will be allowed only to affix the same. No other work will be permitted in this regard.
- x) The Licensee shall obtain a permission certificate from competent authority of the Municipal Corporation for having fitted the advertisement display immediately after the erection work is fully completed in order and any other Municipal / Corporation License fees, taxes and levies etc., should be paid by the licensee.
- xi) It shall be the sole responsibility of the Licensee to obtain all necessary permissions, orders, etc. from the statutory authorities in matters concerned with display of advertisement.
- xii) 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.
- xiii) At the end of the period/ on termination of contract the contractor has to remove the advertisement displays either by removing the boards or by white washing/painting the walls at their cost within 7 days. If not done, the same will be removed by us and actual cost will be adjusted against EMD. If the actual cost exceeds EMD the excess amount will be recovered from the contractor.

Signature of the tenderer

**VIII) LICENCE FEE PAYMENT**

- i) The term for reckoning Licence fee payable by the licensee shall begin from the date of display of advertisement or from the day after the date of execution of deed whichever is earlier. Otherwise the licensor has the right to cancel the work order and EMD will be forfeited. The security deposit and EMD shall not carry any interest.
- ii) Yearly Contract amount should be made along with GST as applicable from time to time and other taxes if any on or before last working day by way of Demand Draft of any nationalized bank in favour of Tamil Nadu State Transport Corporation (COIMBATORE) Ltd, COIMBATORE -43, payable at COIMBATORE. Otherwise the lease rights will get automatically terminated immediately. The E.M.D. will also be forfeited.
- iii) 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 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, (i) document shall prevail over the other documents, as furnished in the above order, (ii) document getting the highest right.
- iv) Successful tenderer, after signing the agreement will henceforth be known as licensee for this licence.

**IX) PAYMENT OF TAXES, FEES, CHARGES ETC.**

- i) The licensee shall pay all taxes, fees, charges, etc. demanded by local bodies, State Government, Central Government or any other authorized statutory bodies etc. towards display of advertisement from time to time without any arrears thereof. If the licensee fail to do so, the licensee shall forfeit the right of display forthwith with no compensation whatsoever for the purpose.
- 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 statutory bodies concerned and hand over a xerox copy of the same to the Corporation, failing which the Corporation shall be at liberty to terminate the license forthwith with out compensation to the licensee.

**XIII) LEGAL COVENANT**

- i) The Licensee shall indemnify the Corporation from any covenant that may arise due to sub contract agreements made by Licensee with any other agency in respect of advertisement displayed above the Compound Wall of the Corporation under this main contract.

Signature of the tenderer

- ii) The licensee shall indemnify the Corporation from any covenant that may arise due to filing a suit or otherwise by others in respect of advertisement displayed above the Compound Wall of the of the Corporation by the Licensee under this deed.
- iii) The licensee shall indemnify the Corporation from any covenant either monitory or otherwise that may arise due to damages caused to others by virtue of the display board either in the form of property loss or loss of life etc.
- iv) The Licensee shall indemnify the Licensor from all legal covenants and from any claim by any party that may arise due to damages caused by the display of advertisement either by way of incident or accidents or otherwise during the period of license deed.
- v) The Licensee shall indemnify the Corporation from any claim by any person or body of persons in the matter of wages, salaries, compensation, dues, etc. in connection with the display of advertisement covered under this license deed.
- vi) The licensee at his own cost shall arrange for insurance coverage for advertisement towards loss due to accident, theft, natural calamities etc.

#### **X ) PLEDGING,SELLING ,ETC. ON DISPLAY RIGHT**

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

#### **XI ) TRANSFER OF CONTRACT**

The Licensee shall not transfer the right of display covered under this contract to any other agency either in part during the period of contract except for sub-licensing purpose to enable them display their advertisement under a separate agreement between the Licensee and the sub-licensee, which shall not in any way binding on the part of the Corporation, and will be outside the purview of this main contract.

#### **XII) CANCELLATION OF CONTRACT**

- i) The Licensor shall not be responsible for any discontinuance of advertisement display under the deed caused under instructions of the State and Central Government or the Policy decision taken by the Board of Directors of the Corporation or by introduction of new statutory provisions.
- ii) In the event of such discontinuation, the Licensor shall arrange to pay the licence fee for the unexpired portion of the licence period to the licensee within

Signature of the tenderer

30 days from the notice of such cancellation after deducting any dues payable to Corporation by the Licensee including any statutory levies payable to the local bodies, State and Central Government.

**XIII) INSOLVENCY OF THE LICENSEE OR NON-OBSERVANCE OF THE OBLIGATION OR DEED ON THE PART OF THE LICENSEE.**

If the Licensee shall commit any act of insolvency or shall 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 shall suffer execution to be issued or shall suffer any payment under this deed to be attached or shall charge or encumber this contract or any payments due to which may become due to the Managing Director, hereunder, or compound with their creditors or if the licensee fails to observe and perform any of the obligations, covenants or deed on their part herein contained or if the licensee shall go into liquidation, then on all or any of such events happening, it shall be lawful for the Managing Director without any notice, to determine this licence and take possession on behalf of licensee of all advertisements then being displayed under this deed and the licence shall become property of the Managing Director to recover all sum then due hereunder and damages in respect of any breach or default on the part.

**XIV) NOTICE OF TERMINATION OF CONTRACT**

If during the period of this license, the licensee makes default in paying any amount due to Licensor, as per provisions made under this deed for the period of 30 days after the due date of payment thereof or if the licensee shall fail 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 Licensor to call upon the licensee in writing to make the payment or to observe and perform the said terms, obligations and conditions within 15 days from the date of such intimation and if the licensee shall fail within the said period to remedy such defect to the satisfaction of the Licensor, then notwithstanding anything contained in the deed, the Licensor shall be at liberty at any time thereafter to terminate this deed by giving to the licensee 15 days in writing to expire at any time of his intention to terminate this licence shall, on expiry of the notice stands cancelled but without prejudice to the rights of either party against the other in respect of any matter of their antecedents to such cancellation.

The Licensor also reserves the right of terminating the licence deed if the licensee is found to have been black listed in the past either by State/Central Government or Government Undertaking for purpose of advertisement display right with no compensation to the licensee. All advances including display shall be recovered by Licensor with no compensation to the Licensee, in the event of above.

Signature of the tenderer

**XV .** The decision of the Managing Director, Tamil Nadu State Transport Corp (CBE) Ltd, COIMBATORE shall be the final in any matter of dispute.

**XVI. FORCE MAJEURE:**

Licensors or licensee shall be considered in default in performance of their obligation if such performance is prevented or delayed because of wars, hostilities, revolution, civil commotion, strikes, lock-outs, epidemic, accident, fire, flood, earthquake or ordinance of any Government or of any sub-division thereof 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 delivering the product and the licensor shall be at liberty to advertise 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.

**XVII. ARBITRATION :**

All the disputes/differences between the TNSTC (CBE) Ltd, and the Licensee Under the agreement shall be referred to the Sole arbitrator, the Managing Director of TNSTC (CBE) Ltd and the proceedings shall be in accordance with the Arbitration and Conciliation Act 1996. Venue of arbitration hearing shall be at COIMBATORE and the arbitrator's decision/ order shall be final and binding on both the parties. In case of dispute the courts within the city of COIMBATORE shall be the jurisdiction.

Signature of the tenderer

<b>ADVERTISEMENT ABOVE THE COMPOUND WALL IN COIMBATORE REGION</b>
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**ANNEXURE - B**

To  
The General Manager  
Tamilnadu State Transport Corporation (CBE) Limited,  
COIMBATORE.

Sir, Sub:- Licensing of right of displaying advertisement above the Compound  
Wall of the Branch . . . . .  
Tender opening on 10.05.2022 at 3.30 PM

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I/We hereby agree to take over, on license, the right of displaying advertisements above the Compound Wall of Branch ..... opted for subject to the terms and conditions of the tender, I/We submit my/our offer, as quoted below:

SL.NO.	NAME OF THE BRANCH	TOTAL AREA IN SQFT.	RATE/SQFT MONTH [in Rs.] /
1	MTP-1, 2 & Complex	3820	
2	Sungam 1 & 2	1320	
3	Annur	800	
4	KMPTY	1280	
5	MMI	800	
6	Sulur	640	
7	Uppm	1628	
8	TI - Poy	3400	
9	Poy-2	2404	
	TOTAL	16092	

Amount quoted for the above said Branches towards license fees (exclusive of GST, taxes, levies, etc. payable to the Municipal Corporation, State and Central Government etc., ).

Signature of Tenderer:  
Name (In Block Letters)

Date:  
Address:

Signature of the tenderer



<p align="center"><b>ADVERTISEMENT ABOVE THE COMPOUND WALL IN ERODE REGION</b></p>
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**ANNEXURE - B**

To  
The General Manager  
Tamilnadu State Transport Corporation (CBE) Limited,  
COIMBATORE.

Sir,

Sub:- Licensing of right of displaying advertisement above the Compound  
Wall of the Branch . . . . .  
Tender opening on 10.05.2022 at 3.30 PM

-----

I/We hereby agree to take over, on license, the right of displaying advertisements above the Compound Wall of Branch . . . . . opted for subject to the terms and conditions of the tender, I/We submit my/our offer, as quoted below:

SL. NO.	NAME OF THE BRANCH	TOTAL AREA IN SQFT.	RATE/SQFT / MONTH [in Rs.]
1	Erode R.O.	760	
2	E1 & E3	1000	
3	E2 [PPM]	320	
4	Bhavani Old	1400	
5	Gobi	800	
6	Gobi Additional land [new site]	800	
7	Perundurai	1600	
8	Sathy	880	
9	Pallipalayam BBU	1200	
10	Chennimalai		
	TOTAL	8760	

Amount quoted for the above said Branches towards license fees (exclusive of GST, taxes, levies, etc. payable to the Municipal Corporation, State and Central Government etc., ).

Signature of Tenderer:  
Name (In Block Letters)

Date:  
Address:

Signature of the tenderer

<b>ADVERTISEMENT ABOVE THE COMPOUND WALL IN TIRUPPUR REGION</b>
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**ANNEXURE - B**

To  
The General Manager  
Tamilnadu State Transport Corporation (CBE) Limited,  
COIMBATORE.  
Sir,

Sub:- Licensing of right of displaying advertisement above the Compound  
Wall of the Branch . . . . .  
Tender opening on 10.05.2022 at 3.30 PM

-----

I/We hereby agree to take over, on license, the right of displaying advertisements above the Compound Wall of Branch ..... opted for subject to the terms and conditions of the tender, I/We submit my/our offer, as quoted below:

SL.NO.	NAME OF THE BRANCH	TOTAL AREA IN SQFT.	RATE/SQFT / MONTH [in Rs.]
1	Tiruppur-1	520	
2	Kangeyam	800	
3	Dharapuram	320	
4	Palani-1	300	
5	Palani-2	900	
6	Udumalpet	1100	
	TOTAL	3940	

Amount quoted for the above said Branches towards license fees (exclusive of GST, taxes, levies, etc. payable to the Municipal Corporation, State and Central Government etc., ).

Signature of Tenderer:

Name (In Block Letters)

Date:

Address:

Contractor Seal:

Signature of the tenderer