

TENDER SCHEDULE

**LICENSING FOR DISPLAY OF ADVERTISEMENTS
THROUGH THE LED BOARD AT TNSTC
(KUMBAKONAM) LIMITED,
KUMBAKONAM REGION.**

**LAST DATE AND TIME OF SUBMISSION : 2.00 P.M.
ON . 16.06.2022**

**TAMILNADU STATE TRANSPORT CORPORATION
(KUMBAKONAM) LIMITED, KUMBAKONAM.
NO:27, RAILWAY STATION NEW ROAD,
KUMBAKONAM – 612 001**

No. of Pages :21

PRICE Rs. 500/-

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 (Kumbakonam) Ltd., Kumbakonam.

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 (Kumbakonam.).

MANAGING DIRECTOR

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 THROUGH THE LED
BOARD IN TNSTC (KUMBAKONAM) LTD., KUMBAKONAM.

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 THROUGH THE LED BOARD

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 through LED Board and subsequent maintenance in accordance with the conditions laid down in tender and the conditions hitherto annexed. Apart from the conditions as may be agreed between the Corporation and 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 "Licensee") in favour of TAMIL NADU STATE
TRANSPORT CORPORATION having its Registered Office at
" NO: 27, RAILWAY STATION NEW ROAD, KUMBAKONAM – 612 001
(hereinafter referred to as " Licensor ") witnessth :

The Licensee shall indemnify the TNSTC (Kumbakonam) 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 and display of advertisement through the LED Board.

The Licensee shall indemnify the TNSTC (Kumbakonam) 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 (Kumbakonam) 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 LED Board under licensee on the terms & conditions set forth in the Tender Schedule / dated , issued by the Licensor.

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 through the LED Board in Kumbakonam Region of TAMILNADU STATE TRANSPORT CORPORATION (KUMBAKONM) Limited.

2 TENDER OFFER:

The Tender offer shall be quoted as Licence fee in terms of rate per month per square feet for above the LED Board 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 fee amount in advance for every 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 if any awarded to the firm by TNSTC**
- 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, TAMILNADU STATE TRANSPORT CORPORATION (KUMBAKONM) Limited. 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 and sealed 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.

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.

Signature of the Tenderer

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.

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.

Tender must be submitted in sealed envelopes as instructed in Sl.No: 4 only, addressed to the Managing Director, TamilNadu State Transport Corporation (Kumbakonam) Limited, 27, Railway Station New Road, Kumbakonam 612 001 and super-scribed on the cover with **“the display of Advertisement through the LED Board of TAMILNADU STATE TRANSPORT CORPORATION (KUMBAKONM) Limited.) KUMBAKONAM depot at KUMBAKONAM (Total Area : 600 SFT.)”**

Signature of the Tenderer

- iv) **Tender should be put into the Specific Tender box available in the office of the Assistant Manager (Personal), Regional Office, TamilNadu State Transport Corporation (Kumbakonam) Limited, 27, Railway Station New Road, Kumbakonam 612 001 on or before 14.00 Hrs on 16.06.2022 .** The tender opening committee will open the tenders on the same day at 15.00 hours in the presence of the attending tenderers.
- v) 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.
- vi) No Tenderer is allowed to take cell phones with in the Tender Hall.

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.

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 (KUMBAKONM) LIMITED, KUMBAKONAM PIN-612 001 from any Nationalized Bank payable at Kumbakonam. 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 License 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.

Signature of the Tenderer

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.

The EMD and security deposit shall not carry any interest.

21. LICENCE FEE:

The successful tenderer shall pay the licence fee amount in advance for First month before executing 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.

The Managing Director, TAMILNADU STATE TRANSPORT CORPORATION (KUMBAKONM) Limited. Kumbakonam reserves the right to reject any tender (including the highest offer) without assigning any reason thereof.

SPECIAL CONDITIONS:

DISPLAY OF ADVERTISEMENT THROUGH THE LED BOARD:

1. i) Licensing the rights for the display of Advertisements through the LED Board in Kumbakonam depot at Kumbakonam Region of TAMILNADU STATE TRANSPORT CORPORATION (KUMBAKONM) LIMITED, KUMBAKONAM.

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, Electric supply and Removal of Display Board:

- (a) The Licensee shall erect, maintain, repair ,electric supply 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 through the LED Board 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 disturb 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 at the security wing of each depot.
- (c) Authorisation of person employed for purpose of erecting advertisement shall be furnished by License 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 electric supply or / and removal of display of advertisement in the LED Board.
- (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 LED Board and the Licensee shall not cause any inconvenience to the functioning of depot during the time of erection of display of advertisement in the LED Board.
- (f) Maintenance of display of advertisement shall be done neatly by cleaning the of advertisement once in a week with 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

(g) 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 without intimation to the Licensee and the Licensee shall not be eligible for any compensation on that account of loss.

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

(i) 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.

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

(k) 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 LED Board. No other works will be permitted in this regard.

(l) The Licensee shall ensure the full and complete removal of advertisement panel immediately on expiry of licence without causing any damage to other buildings or property of the licensor and inconvenience to the normal functioning of the depot. If, however, any damage is caused to the other buildings or property of the licensor 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 license period, double the license 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 license, 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 license fee or S.D remitted by the Licensee and the balance paid after verification of other dues and documents.

(m) Suppose if electric supply is needed for the LED board that will be arranged by the licensor from the existing service for which the licensee should make a separate application to the licensor. In that case all the material & Labour cost should be borne by the licensee, A separate meter should be provided to measure the consumption of the current and the respective charges will be claimed at the prorata basis for the consumed power and the charges will be claimed at the rate/unit (tariff) for the total power charges in that service, claimed by E.B.,

(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 in the LED Board before the erection work is started.

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 on LED Board.

(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 ON LED BOARD:

i) The Licensee shall compulsorily provide at his own cost, advertisement over the LED Board under the contract after obtaining prior approval from the concerned authorities.

ii) The height of the steel structure and Board should not be exceeded 20 feet from the ground level, and it should be structured such that it should with stand the wind force during cyclones at a speed of 300KMPH

iii) The Licensee shall be responsible for any damage/loss and/ or injury to any person caused due to the Advertisement on the LED Board 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 TAMILNADU STATE TRANSPORT CORPORATION (KUMBAKONAM) LIMITED, KUMBAKONAM., Any discrepancy, if found by TNSTC (KUMBAKONAM) 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 (KUMBAKONAM) 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 (KUMBAKONAM) 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 (KUMBAKONAM) Ltd.,

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

(b) A stability of the structure should be certified by a competent authority and the copy of the certificate should be handed over to licenser before starting the advertisement contract.

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

vii) TNSTC (KUMBAKONAM) 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, at free of cost.

4. TEXT / PICTURE OF THE ADVERTISEMENT:

- i. The Licensee shall obtain prior approval of the text / picture from TNSTC (KUMBAKONAM) 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 (KUMBAKONAM) Ltd., reserves the rights to withdraw / deface any advertisement, if warranted.
 - j. Obtaining prior permission from TNSTC (KUMBAKONAM) 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 (KUMBAKONAM) 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 (KUMBAKONAM) 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 (Kumbakonam) 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 (Kumbakonam) Ltd., should not be used for any other purpose including Bank Loan, Security or for any other financial transaction purpose.

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 through LED Board, maintenance and repair of Advertisement boards, covered under this tender under Licence fee.

Signature of the Tenderer

8. LOSS OF PROPERTY:

TNSTC (Kumbakonam) Ltd., is not responsible for loss of any property relating to the display of Advertisement through LED Board 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 (Kumbakonam) 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 (Kumbakonam) 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. He should also to remit advance license fee for one month, before executing the agreement.
- 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.

10. LICENCE FEE PAYMENT:

- a) **The successful tenderer shall pay One month licence fee amount in advance before executing the agreement.** The applicable GST and other taxes if any, is to be paid to TNSTC (Kumbakonam) Ltd., along with total Licence fee amount. (At present GST 18%). Licence fee from the second month should be paid on or before 25 th of the previous month. However the Payment made in delay will be accepted upto the last day of the previous month including penalty @ 18% per annum. If the payment is not made within the last date of previous month the tender will be cancelled, automatically, without notice.
- b) **The licence fee shall be paid in the form of Demand Draft in favour of TAMILNADU STATE TRANSPORT CORPORATION (KUMBAKONAM) LIMITED payable at Kumbakonam from any Nationalised Bank.**

Signature of the Tenderer

11. INSURANCE COVERAGE:

The Licensee at his own cost shall arrange for insurance coverage for advertisement of panels on LED Board 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 (Kumbakonam) Ltd., at the time of remitting the said amount, failing which the TNSTC (Kumbakonam) Ltd., shall be at Liberty to terminate the Licence forthwith with no compensation to the licensor.

13. LEGAL COVENANT:

(a) Indemnification of TNSTC (Kumbakonam) Ltd., with regard to any suit made by any person or body of persons in respect of advertisement on the LED Board. The licensee shall indemnify the TNSTC (KUMBAKONAM) 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 (Kumbakonam) Ltd., with regard to damages caused:

The Licensee shall indemnify the TNSTC (Kumbakonam) 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.

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

The Licensee shall indemnify that TNSTC (Kumbakonam) 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 (Kumbakonam) Ltd., with regard to wages, salaries, dues to any person or body of persons etc. The licensee shall indemnify the TNSTC (Kumbakonam) 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.

Signature of the Tenderer

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

14. CANCELLATION OF PERMISSION:

1. The TNSTC (Kumbakonam) Ltd., shall not be responsible for any discontinuance of Advertisement on the LED Board 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 (Kumbakonam) Ltd., or by introduction of any new Statutory provisions. In the event of such discontinuation, the TNSTC (Kumbakonam) 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 (Kumbakonam) Ltd., by the Licensee and on pro-rata basis of usage period of the Advertisement on LED Board.

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.

15. INSOLVENCY OF THE LICENSEE OR 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 (Kumbakonam) 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(Kumbakonam) 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(Kumbakonam) 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 (Kumbakonam) 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.

Signature of the Tenderer

- 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 LED Board shall be recovered by TNSSTC (Kumbakonam) 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 (Kumbakonam) 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 licence fee paid without any compensation whatsoever. The decision of TNSSTC (Kumbakonam) Ltd., shall be final in this regard.

19. ARBITRATION:

All disputes / differences between the TNSSTC (Kumbakonam) Ltd., and the licensee under the agreement shall be referred to the Sole Arbitrator, the Managing Director of Tamil Nadu State Transport Corporation (Kumbakonam) Limited and the proceedings shall be in accordance with the Arbitration and Conciliation Act 1996. The venue of Arbitration hearings shall be at Kumbakonam 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 Kumbakonam shall be the jurisdiction.

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

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 (Kumbakonam) Limited,
27, Railway Station New Road, Kumbakonam – 612 001

Sir,

Sub: TNSTC (Kumbakonam) Ltd., - **Kumbakonam Region - Tender
for Display of Advertisement over the LED Board TNSTC
(Kumbakonam) Kumbakonam Region** – reg.

__o0o__

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– 600 SFT.. | 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] |
|---------|---|-----------------------------|---|
| 1 | Licensing to display of Advertisements through the LED Board in TNSTC (Kumbakonam) Head Office, Kumbakonam | 100 SFT | |
| 2 | Licensing to display of Advertisements through the LED Board in TNSTC (Kumbakonam) Kumbakonam Town-II Branch | 100 SFT | |
| 3 | Licensing to display of Advertisements through the LED Board in TNSTC (Kumbakonam) Thanjavur Moffussil Branch | 100 SFT | |
| 4 | Licensing to display of Advertisements through the LED Board in TNSTC (Kumbakonam) Pattukottai Branch | 100 SFT | |
| 5 | Licensing to display of Advertisements through the LED Board in TNSTC (Kumbakonam) Oarathanadu Branch | 100 SFT | |

| | | | |
|----------|---|---------|--|
| 6 | Licensing to display of Advertisements through the LED Board in TNSTC (Kumbakonam) Peravoorani Branch | 100 SFT | |
|----------|---|---------|--|

Signature :

Name (in block letters) :

Address :

Company Seal :