

TENDER SCHEDULE

For

DIVISIONWISE

**LICENSING FOR DISPLAY OF ADVERTISEMENT
ON THE REAR SIDE PANEL BOARD AND BOTH SIDE
BODY OF THE SETC WHITE BUSES**

**LAST DATE AND TIME OF SUBMISSION
15.00 Hrs ON 14 /07/2022**

**STATE EXPRESS TRANSPORT CORPORATION TAMILNADU LIMITED
THIRUVALLUVAR HOUSE,
PALLAVAN SALAI, CHENNAI - 600 002.**

Price Rs. 1000/-

2
TENDER DOCUMENT

Sold to

.....
.....
.....
.....

Cost of Tender Document : Rs.1000/-

**Last date & Time for Submitting
the Tender document : 14/07/2022 - 15.00 Hrs.**

**Managing Director,
S.E.T.C TN Ltd.,
Pallavan Salai,
Chennai-600 002.**

TENDER NOTICE

Sealed Tenders are invited from reputed Advertising Agencies to quote the net rate for issuing license for Display of Advertisement in the Buses of this Corporation

The tender should be in the prescribed form obtainable from the office of the Deputy Manager (Civil), S.E.T.C TN Ltd, Chennai- 600 002. By making payment of Rs.1000/- or the Tender document may be downloaded from the Website www.tenders.tn.gov.in such downloaded tender document shall be accompanied by the Tender document cost Rs.1000/-in the form Demand Draft in favour of “MANAGING DIRECTOR, S.E.T.C TN Ltd., Chennai-600 002” payable at Chennai along with the Technical bid. The tenderer or their agents are expected at the time of opening of tenders. The tender receiving officer will be opening each tender, prepare a statement of the attested and unattested corrections in the presence of the tenderer. If any of the tenderers or their agents find it inconvenient to be present at the time, then in such case the tender receiving officer will on opening the tender of the absentee tenderer, make out a statement of the unattested corrections and communicate it to him. The absentee tenderer shall then accept the statement of corrections without any questions whatsoever.

**STATE EXPRESS TRANSPORT CORPORATION TAMILNADU LTD,
CHENNAI-600002**

TENDER NO.013558/G6/SETC/2016, SOLD TO:

GENERAL CONDITIONS

Tenderers are requested to go through the terms and conditions thoroughly before filling the Technical Bid and Commercial Bid. The language of filing the Tender form shall be in English or in Tamil. The prescribed format for Technical Bid is given in Schedule-I, the Commercial Bid for display of advertisement is given in Schedule-II of the Tender Schedule.

The Tenderer shall furnish the two bids Technical Bid (I), Commercial Bid (II) for display of advertisement in two separate sealed covers duly super scribed in the respective cover properly and lodge them in one outer cover. The bids shall not be clubbed in one cover.

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 Tender participants.

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 to be produced at the time of entering the Tender opening hall.

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 SETC TAMIL NADU LTD.

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

MANAGING DIRECTOR

SCHEDULE – I TECHNICAL BID

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

ANNEXURE - I

PRE-QUALIFICATION FOR PARTICIPATION IN THE TENDER FOR
LICENSING FOR DISPLAY OF ADVERTISEMENT ON THE REAR
PANEL BOARD AND BOTH SIDE BODY OF WHITE BUSES

STATUS OF THE TENDERER:

S.no	Description	Minimum Requirement	To furnish
1	Status of the tenderer	Registered Establishment	Certificate of Registration/ SSI Certificate issued by the State Government.
2	Experience	At least one year experience in the advertisement field	Evidence to be enclosed

Date:

Signature of the Tenderer

Seal:

I.	i)	(a) Name of the firm	:	
		(b) Tenderer name & Designation	:	
		(c) Address of the registered office	:	
		(d) Telephone No.	:	
		(e) Cell phone No.	:	
		(f) E-mail	:	
		(g) Fax No.	:	
	ii)	Capital employed in Rs.	:	
	iii)	Number of employees working in the Firm	:	
		/Organization		
	iv)	Firm constitution	:	a) Proprietor b) Partnership c) Private Ltd d) Public Limited e) Co-operative f) Public Sector Undertaking g) Others
	v)	(a) Annual Turn Over	:	
		(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 Units whether registered as SSI with Small Scale Industry Director of Industry & Commerce	:	a) Yes b) No
		(b) Whether Registered Certificate of SSI is enclosed	:	a) Yes b) No

- III.
- | | | | | |
|----|---|---|--------|-------|
| i) | Commercial Tax office Certificate is enclosed | : | a) Yes | b) No |
|----|---|---|--------|-------|
- IV.
- | | | | | |
|-----|--------------------|---|--------|-------|
| i) | Income Tax PAN No. | : | | |
| ii) | Copy is enclosed | : | a) Yes | b) No |
- V.
- | | | | | |
|-----|--------------------------------------|---|--------|-------|
| i) | Goods & Service Tax Registration No. | : | | |
| ii) | Copy is enclosed | : | a) Yes | b) No |

Date:

Signature of the Tenderer

Seal:

8
ANNEXURE - III

DECLARATION

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

I / wehereby offer to undertake display of advertisement in select 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 agreed between the Corporation and the successful Tenderer at the license 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.....
.....) only drawn on.....in..... Bank, bearing
No.....Date..... being EMD.

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 award or during period of contract I / we agree to forfeit of the EMD / Security Deposit remitted.

Date:

Signature of the Tenderer

Address and Office Seal

10
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 STATE EXPRESS TRANSPORT
CORPORATION LIMITED having its Registered Office at
"THIRUVALLUVAR HOUSE" Pallavan Salai, Chennai - 2 (hereinafter
referred to as "Licensor/SETC TN LTD") witnesseth:

The Licensee shall indemnify the SETC TAMIL NADU LTD 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 display of
advertisement of the buses.

The Licensee shall indemnify the SETC TAMIL NADU 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 loss
of property, loss of life, injury to body, etc.

The Licensee shall indemnify the SETC TAMIL NADU 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 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.

WHEREAS the Licensee has undertaken to display and maintain the
advertisement on the buses under license on the Terms & Conditions set
forth in the Tender Schedule dated. issued by the Licensor.

Date:
Office Seal:

Signature of the Tenderer

GENERAL CONDITIONS AND INSTRUCTIONS TO THE TENDERERS FOR SUBMISSION OF TENDER FORMS

I. GENERAL:

A. The Tender called for herein for granting license, for display of advertisement

New(White) Ultra Deluxe Buses: Rear side panel board size 5ft x3ft & Both side body skirt level above 170sq.ft and side body skirt level below portion 96 sq.ft in white Buses.

- a) Rear side panel board 15 sq.ft,
- b) Both side of body of Buses (above & below skirt level) 170sqft & 96sqft,
- c) Rear and Both side of body of Buses (above & below skirt level) 15sqft, 170sqft & 96sqft,
- d) Both side body above the skirt level below the window frame (170sqft),
- e) Both side body below the skirt level (96 sqft),
- f) Rear and Both side above the skirt level below the window frame 15sqft & 170sqft),
- g) Rear and Both side body below the skirt level (15sqft & 96sqft).

Buses, operated by State Express Transport Corporation Tamil Nadu Limited, from various Depots in SETC TAMIL NADU LTD and our Depots are situated in various places are Grouped **into Divisions SETC Buses** operated all over Tamilnadu and nearby states like Kerala, Andhrapradesh and Karnataka.

B. The Tenderer shall quote the license fee/ advertisement fee per bus per month (exclusive of taxes, goods & service taxes, payable to the local bodies, State Government, Central Government, etc.) for the display of advertisement. The Rate per bus per month is to be quoted considering the selected Buses of this Corporation on **Division wise** as mentioned.

II.LICENCE PERIOD

The License is initially for **11** months only and the same can be extended for further period of 2 spells of **11** months each subject to the following conditions:

A) Satisfactory performance by Licensee during the previous agreement period.

B) Prompt, punctual and regular payment of license fee and other charges on the relevant due dates, by the Licensee.

III. LICENCE FEE:

The successful Bidder shall pay the advance license fee after receipt of the acceptance letter and enter into an agreement within seven days thereafter the license fee in respect of Advertisement shall be paid in advance every month on or before 5th of every month. The renewal of agreement and payment of license fee shall be 60days in advance before the expiry of the current agreement. 18% per annum penal interest will be collected on the outstanding amount due to the Licensor from the licensee.

IV.TENDER SUBMISSION:

1. 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.

2. Before submitting the bids each and every page of the Technical Bid and Commercial Bids shall be duly signed by the Tenderer. Any corrections and overwriting shall be duly attested by the Tenderer, failing which the Tender /offer is liable for rejection. Incomplete Tender / offer will also be rejected.

3. Tender rate must be strictly quoted in the format furnished in Annexure -I of the Schedule- II in the Commercial bid for Display of Advertisement.

4. 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.

5. The Tenderer shall furnish two bids viz (a) Technical Bid (b) Commercial Bid for display of advertisement in two separate sealed covers duly superscribed in the respective covers properly and lodge them in one outer cover. The tenderer shall quote minimum any one of entire division vehicles maximum all entire division vehicles.

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 Evaluation Committee, if any fault is found the Tender will be rejected.

10. Tender must be submitted in sealed envelopes as instructed in Sl.No.5 only, addressed to the Managing Director, State Express Transport Corporation Tamil Nadu Limited, Thiruvalluvar House, Pallavan Salai, Chennai-600 002 and superscribed on the cover with the words "**Tender Notice - Display of advertisement in Ultra Deluxe Buses**".

11. Tender should be put into the Specific Tender box available in the Office of the Deputy Manager (Civil), Thiruvalluvar House, Head Office, State Express Transport Corporation Tamil Nadu Limited, Pallavan Salai, Chennai-600 002 on or before 15:00Hrs on **14 /07/2022**. The Tenders will be opened on the same day at 15:30hours in the presence of the attending Tenderers by the Tender opening committee, at the Head Office, SETC TAMIL NADU LTD.,

12. Either the Tenderer or one representative of the Tenderer duly authorized in writing by the Tenderer, subject to 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 SETC TAMIL NADU LTD receipt for purchasing the respective Tender schedule.

13. In view of the nature of Tender, the Technical bid will be opened first. The Technical Bid shall be short listed to ascertain the eligible Tenderers and then offer containing the commercial Bids in respect of successful technical bidders shall be opened for further processing on the specific day, which will be informed by the Corporation.

14. 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, and also the satisfaction of the authorized officials of the Corporation.

15. 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 the Tenderer and will also authorize the Managing Director to make other arrangements for the display of advertisement in Ultra Deluxe Buses (minimum any one of entire division vehicles/ maximum all entire division vehicles).

16. 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.

17. 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.

V. 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.

VI. EARNEST MONEY DEPOSIT:

Every tender must be accompanied by an interest free Earnest Money Deposit (EMD) **Rs.50,000/- (Rs. Fifty Thousand only)** of by means of a Demand draft drawn in favor of State Express Transport Corporation Tamilnadu Limited, Chennai-600 002, from a Nationalized Bank or Scheduled Bank payable at Chennai. Any Tender not accompanied by the EMD is liable for rejection.

VII. REFUND OF EARNEST MONEY DEPOSIT:

- a) The Earnest Money Deposit of the successful Tenderer will be refunded after successful completion of work contract.
- b) 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.
- c) The EMD shall not carry any interest.

VIII. 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 License 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 of the Tender.
- iv) If the successful Tenderer fails to comply with any clause in which he is required to do so 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, State Express Transport Corporation Tamilnadu Limited at the time of final acceptance of the tender.

IX. SECURITY DEPOSIT:

- i) The successful Tenderer shall pay the Security Deposit of the amount equivalent to three times of the total monthly license 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 license 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.

X. TENDER REJECTION:

i) Tenders not satisfying the aforesaid conditions are liable to be summarily rejected. If any Tenderer had submitted more than one tender, but under different names and found out this fact at any time, all his Tenders will be rejected and the deed cancelled with forfeiture of Earnest Money Deposit, Advance License Fee, Security Deposit etc.

ii) Issued Tender form to the Tenderers 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 SETC TAMIL NADU LTD/State/Central Government or by any Public Sector Undertakings shall be summarily rejected.

iv) Tender Offers shall be made unconditionally. Conditional offers made in the Tender are liable for rejection.

v) The Managing Director, SETC TAMIL NADU Ltd, Chennai reserves the right to reject any tender (including the highest offer) without assigning any reason there for.

MANAGING DIRECTOR

SCHEDULE – II - COMMERCIAL BID

(To be sent in a separate sealed cover superscribed)

ANNEXURE - I**FORMAT FOR TENDER SUBMISSION**

To
 The Managing Director,
 State Express Transport Corporation Tamil Nadu Limited,
 Thiruvalluvar House,
 PallavanAnna Salai, Chennai-600 002.

Sir,

Sub: Tender for Display of Advertisement on the Rear side
 panel board and on Both side body of
 certain selected buses - Reg.

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 SETC TAMIL NADU LTD and ourselves.

4. We hereby authorize 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 license 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 of receipt of Tender: **at 15:00 hours on 14/07/2022**

Tender Opening : **at 15:30 hours on 14/07/2022**

Minimum Rate fixed per bus : **Rs. _____ /- For Rear panel Board and both side body of White Buses**

Nomenclature	Tender Quoted for No. of Buses (White Buses only)	The license fee should be quoted as rate / bus / month (Exclusive of taxes, 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 on Divisional Basis since our Depots are situated in various places and they are Grouped into Division wise as mentioned below. Annexure I enclosed Award will given only based on the Division wise
a) Advertisement on the Rear side panel board (size 5' x 3') of selected white buses	_____ No. of buses	Rs. _____ / bus / month
b) Advertisement on both side body of selected white buses Buses above & below skirt level(170sqft&96sqft)	_____ No. of buses	Rs. _____ / bus / month
c) Advertisement on Rear and Both side of body of Buses above & below skirt level (15sqft,170sqft&96sqft)	_____ No. of buses	Rs. _____ / bus / month
d) Advertisement on Both side body above the skirt level 170sqft (85sq.ft X 2sides)	_____ No. of buses	Rs. _____ / bus / month
e) Advertisement on Both side body below the skirt level 96sqft (48sq.ft X 2sides)	_____ No. of buses	Rs. _____ / bus / month
f) Advertisement on Rear and Both side body above the skirt level (15sqft & 170sqft)	_____ No. of buses	Rs. _____ / bus / month
g) Advertisement on Rear and Both side body below the skirt level (15sqft & 96sqft)	_____ No. of buses	Rs. _____ / bus / month

ANNEXURE –I DIVISIONWISE (Vehicle Detail)

Sl.No.	Division	No.of buses available for Advertisement (White Buses)
I.	<u>DIVISION-1 (CHENNAI)</u> 1) CHENNAI A DEPOT 2) CHENNAI B DEPOT 3)CHENNAI C DEPOT 4) PONDICHERRY 5) HOSUR	184 BUSES
II.	<u>DIVISION-2 (KUMBAKONAM & TRICHY)</u> 1)KUMBAKONAM DEPOT 2)TANJORE DEPOT 3)NAGAPATTINAM 4) TRICHY DEPOT 5) KARAIKUDI DEPOT	182 BUSES
III.	<u>DIVISION-3 COIMBATORE & MADURAI</u> 1)COIMBATORE DEPOT 2)SALEMDEPOT 3)MADURAI DEPOT 4)DINDIGUL DEPOT	209 BUSES
IV.	<u>DIVISION-4 (TIRUNELVELI & NAGERCOIL)</u> 1)TIRUNELVELI-A DEPOT 2) TIRUNELVELI-B DEPOT 3)SHENCOTTAH DEPOT 4) TUTICORIN DEPOT 5)KANYAKUMARI DEPOT 6)NAGERCOIL DEPOT 7)MARTHANDAM DEPOT 8)TRIVANDRUM DEPOT	240 BUSES
	TOTAL	815

Date :

Company Seal:

Name:
(in Block Letters)Phone No:
Address :

SPECIAL CONDITIONS:

1. The licensing is for display of advertisement on the Rear side panel board & on both side body of SETC Buses attached to various depots in SETC TAMILNADU LTD and our Depots are situated in various places are Grouped into Divisions as per Annexure I.

The Licensee shall not alter or reduce or increase the size of the display during the entire period of contract. **The license fee is to be paid irrespective of the fact whether advertisement is being displayed or not.**

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. Number of buses allotted for advertisement.

**2. ERECTIONS, MAINTENANCE, REPAIR AND REMOVAL
OF DISPLAY BOARDS:**

a) The Licensee shall erect, maintain, repair and remove when necessary, the advertisement board under this license at his own cost as per standards, specifications and other requirements as stipulated by the Licensor.

- i) Rear side panel board size 5' x 3' for white buses.
- ii) On both side body of the white buses.

b) The schedule of erection should not disrupt the normal operation of buses. 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.

c) The work of erecting display board shall be made in the premises of State Express Transport Corporation Ltd., depots where the vehicles intended for display are attached and shall be done in the presence of depot officials nominated for the purpose during day time only under their direct supervision. The buses shall not be allowed to be taken outside the depot for any work in connection with display of advertisement.

d) Authorization of person employed for purpose of erecting advertisement boards 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 display boards 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 display boards 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 display boards in the buses.

g) Maintenance of display boards shall be done neatly by cleaning the boards once in a week with a clear soap powder, liquid or any other suitable material as the case may be and painted once in three months or earlier to that period if it is required according to the opinion of the Licensor. Under no circumstances lack of maintenance of display board 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.

h) No repair work of the advertisement boards shall be carried inside the depot. Repairs of display boards 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 display board 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.

i) In cases when the display boards are damaged due to external force like accident etc., the Licensee will be permitted, to replace a fresh board 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 the board for any period of time due to any reason.

j) All works related to erection, maintenance, repairs and removal of advertisement display boards shall be allowed only during the day time hours, i.e, between **08.00 hours and 18.00 hours** in depot premises.

k) No work related to fabrication, repairs, etc., for display of panel boards shall be allowed inside the premises of the Licensor. The Licensee shall bring a ready to fix panel boards completed in all respects and will be allowed only to fix the same on the rear side of the buses with bolts and nuts.

l) The Licensee shall ensure the full and complete removal of advertisement panel immediately on expiry of license 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 advertisement board 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 display boards 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 board exceeds **7** days from the date of expiry of license, the Licensor reserves the right of removing and disposing of such display board at their own discretion without any compensation to the Licensee. The actual money realized by such disposal of display boards shall be taken in the credit of licensor's account and the expenditure incurred by the Licensor for such removal of display boards 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, for the display of advertisement on the Rear side panel board & on both side body of certain selected Buses under the contract.

ii) The Licensee shall be responsible for any damage/loss and/ or injury to any person caused due to the advertisement on the Rear side panel board & on both side body in certain selected Buses and the expenditure / compensation due to this shall be borne by the Licensee.

iii) The Licensee shall not increase the size of the advertisement already approved by SETC TN LTD. Any discrepancy, if found by SETC TN LTD, in the actual size of advertisement compared to originally allotted size, agreement will be cancelled with forfeiture of Security Deposit and advance license fee.

SETC TN LTD further reserves the right to black list the Licensee and by giving a notice 7days in advance in case of any violations of the terms and conditions of the agreement and to terminate the contract between the Licensee and Licensor in respect of bus panel advertisement. In such cases, the advertisement will be removed and the advertisement display panels will automatically become the property of SETC TN LTD.

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

v) The advertisement shall not cause unsafe conditions either to the vehicle drivers or to the other road users by way of glaring, dazzling, reflections, etc.

vi) SETC TAMIL NADU 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.

4. LOSS OF PROPERTY:

SETC TAMIL NADU LTD is not responsible for the loss of any property relating to the display of advertisement in UD Buses 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 SETC TAMIL NADU LTD is not responsible for loss due to any reason. No remission or deduction shall be allowed from the license fee for the loss of such materials.

5. INSURANCE COVERAGE:

The Licensee at his own cost shall arrange for insurance coverage for advertisement on buses towards loss due to accidents, theft, natural calamities etc.

6. TEXT / PICTURE OF THE ADVERTISEMENT:

- i) The Licensee shall obtain prior approval of the text / picture from SETC TN LTD.
- 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/ National 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 bad reputation to the above institutions.

- iii) SETC TN LTD reserves the rights to withdraw / deface any advertisement, if warranted.
- iv) Obtaining prior permission from SETC TN LTD will not relieve the responsibility of the Licensee for the advertisement contents.
- v) No display of advertisement should be made without the artwork approval by SETC TN LTD . The artwork approval will be given only when the Licensee pays updated payments. If the Licensee keeps any amount pending, art approval will not be given by SETC TN LTD .

7. PERMISSIONS FROM AUTHORITIES:

It is the sole responsibility of the Licensee to obtain necessary license/ permission/approval orders etc. from the Government concerned, Government bodies, Statutory Authorities for all the matters concerned with display of advertisement in certain selected Buses, maintenance and repair of bus panel advertisement, covered under this Tender.

8. AGREEMENT:

- i) The letter of Acceptance will be issued by SETC TN LTD 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 License Fee with Goods and Service Tax 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 and Advance License Fee 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 for the payment of Security Deposit, Advance License Fee 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 license.

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 advertisement display panels will become the property of SETC TN LTD besides forfeiture of Security Deposit & Advance License fee amount and the same is applicable for third spell also. The SETC TN 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 license fee payable by licensee shall begin from the 30th day from the date of work order or the date of display of advertisement whichever is earlier. **The payment of license fee should be in advance by 5th of every month by the licensee.**

ii) **The license fee shall be paid in advance every month on or before 5th 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 31th of every month. The license 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 license.

iii) **The license fee amount shall be paid with escalation of 10% for 1st renewal of 11 months (2nd - 11 Month) and with 10% for the 2nd renewal of 11 months (3rd - 11 Month) over the previous rate.** The license fee shall be paid in the form of Demand Draft in favour of State Express Transport Corporation Tamil Nadu Limited payable at Chennai from any Nationalized or Scheduled Bank.

iv) The license fee, statutory levies, Advertisement fee (including service charges), Goods & Service tax, 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 license awarded will automatically deemed to be taken over by SETC Tamilnadu LTD.

v) The Goods and Service Tax is to be paid to SETC TN LTD along with every license fee amount payment @18% or at the applicable rate.

vi) Initially the Advertisement fee (including service charges, as per the Rule 343 of TNMV Rules, 1989) is to be paid to SETC TN LTD. along with Security Deposit and Advance License Fee payment within 7 days from the date of receipt of acceptance letter.

vii) No claim from Licensor shall be entertained for waiving or remission of license 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 license granted under this deed shall be terminated immediately and the Licensor 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 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 SETC TN LTD at the time of remitting the said amount, failing which the SETC TN LTD shall be at Liberty to terminate the License forthwith with no compensation to the Licensee.

11. LICENCE PERIOD:

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

ii) The license is renewable every **11+11 month** (2 spells only) at the sole discretion of SETC TN LTD subject to the following conditions:

- a) Satisfactory performance by Licensee during the previous agreement period.
- b) Prompt, punctual and regular payment of license fee and other charges on the relevant due dates by the Licensee.

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

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

12. CANCELLATION OF PERMISSION:

i) The SETC TN LTD shall not be responsible for any discontinuance of display of advertisement of certain selected buses 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 SETC TN LTD, or by introduction of any new statutory provisions. In the event of such discontinuation, the SETC TN LTD 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 SETC TN LTD by the Licensee and on pro-rata basis of usage period of the bus panel for advertisement and also the dues in any contract for any other works executed with SETC Tamilnadu LTD.

ii) The firm has to be in contract for a total period of 33 months from the 30th day of the work order or from the date of commencement of 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 License Fee paid by the firm will be forfeited.

13. LEGAL COVENANT:

i) Indemnification of SETC TN LTD with regard to any Suit made by any person or body of persons in respect of advertisement of all Ultra Deluxe Buses:

The Licensee shall indemnify the SETC TN LTD 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 SETC TN LTD with regard to damages caused:

The Licensee shall indemnify the SETC TN 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.

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

The Licensee shall indemnify that SETC TN LTD from all legal covenants and from any claim by any party that may arise due to damages/losses caused due to this license either by way of an incident or accidents or otherwise during the period of License deed.

iv) Indemnification of SETC TN LTD with regard to wages, salaries, dues to any person or body of persons etc:

The Licensee shall indemnify the SETC TN 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 License deed.

v) 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.

vi) The letter of acceptance or the work order issued by SETC TN LTD or the executed agreement should not use for any other purposes including Bank Loan, Security or for any other financial transaction purpose.

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

If the Licensee commit any act of insolvency or be adjudged insolvent or shall have an order for compulsory winding up made against them or pass an effective resolution for winding up voluntarily or subject to the supervision of the court or if the Licensee suffer execution to be issued or suffers any payment under this deed to be attached, or charged or encumber this license or any payments due or which may become due to the SETC TN 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 SETC TN LTD without any notice to determine this License 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 SETC TN LTD 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 SETC TN LTD, 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 SETC TN 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 license fee, statutory duties / taxes, service tax, Advertisement fee (including service charges), 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 display of advertisement of certain buses shall be recovered by SETC TN LTD with no compensation to the Licensee in the event of all above.

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

16. FINAL DECISION IN MATTER OF DISPUTE:

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

17. 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, License Fee paid without any compensation whatsoever. The decision of Managing Director SETC TN LTD shall be final in this regard.

18. All disputes and differences that arises between the licenser and the licensee under this agreement is subject to the jurisdiction of the civil courts with in the city of Chennai.

19. All rights, privileges hitherto enjoyed by Licensee shall be deemed to have been taken over by State Express Transport Corporation Tamil Nadu Limited immediately on expiry of contract period for the display of advertisement in all White Buses.

20. SETC TN LTD reserves the right to alter the number of buses to be allotted to the Licensee, at the time of finalizing the contract and the license fee for 11 months period will be calculated based on the total number of buses actually covered under this tender, rounded off to nearest rupee.

MANAGING DIRECTOR