

**TAMILNADU STATE TRANSPORT CORPORATION
(KUMBAKONAM) LTD., KUMBAKONAM 612001**

**DISPLAY OF ADVERTISEMENT IN THE BACKSIDE OF PASSENGER SEATS
GENERAL CONDITIONS OF TENDER AND INSTRUCTION TO TENDERERS**

1.0 Tamil Nadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam is registered under the Indian Companies Act, 1956 and functioning under the overall control of the Government of Tamil Nadu to provide bus facilities in **kumbakonam & Nagapattinam** Region total number of buses available at present (as on 31.05.2022) is detailed below :

Region	No. of Buses
Kumbakonam	487
Nagapattinam	577
Total	1064

2.0 Tamil Nadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam is an independent organization with the Board of Directors appointed by the Government of Tamil Nadu.

3.0 A full time Managing Director appointed by the Government looks after the day-to-day administration of this Corporation.

4.0 TENDER CONDITIONS

4.1 The Tender called for herein is for licensing the rights for the Display of Advertisement at the Backside of Passenger Seats of TNSTC (Kumbakonam) Ltd, Kumbakonam. **Kumbakonam & Nagapattinam** Region Buses subject to the terms and conditions of the contract given in

Annexure – ‘A’.

4.2 Tenderers shall quote the total amount for the entire Buses exclusive of taxes, Other fees & charges etc. payable to the local bodies, State Government, Central Government etc. for the display of Advertisement at the backside of Bus Seats of TNSTC (Kumbakonam) Ltd, Kumbakonam, **Kumbakonam & Nagapattinam** Region Buses .If however, there is any shortage/excess in No. of buses available at the time of agreement deduction/addition of contract sum of pro-rata basis shall be allowed. Tenderers shall quote specifically for all vehicles attached to this Corporation, otherwise the tenders offered will be summarily rejected.

The buses for advertisement display purposes shall be made available 'As it is' condition only. No addition, alteration, including facelift etc.

4.3. Tenderers must have registered under GST. The certified copy of the GST IN Registration certificate should be enclosed along with Tender otherwise tender is liable for rejection.

4.4.

- a. Tender must be submitted with all conditions in the form given at Annexure-B issued in the tender documents and should be duly signed in each page failing which the offers are liable to be rejected. Incomplete tender will also be rejected.
- b. Tender should be presented in the prescribed form only and tenders presented in other forms shall be summarily rejected.
- c. Tender form issued to Tenderers are not transferable.
- d. 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 among the two will be considered as the offer on the part of the tenderers. The fact of the same will be recorded in tender document by the committee members of the tender opening committee
- e. All pages including corrections made in the tender must be signed by the tenderer.
- f. If the tenderer is willing to make special offers, must be typewritten on the tenderer's letter heads and all such accompaniments must bear the full signature of the tenderer on every page.
- g. Conditional offers made in the tender are liable to be rejected.
- h. Offers made by a tenderer who have already been black listed either by State/Central Government or Government undertakings shall be summarily rejected.
- i. Tenderer must have experience in the field of Advertisement in buses of Transport Corporation and copy of any work contract given by Transport Corporation should be enclosed along with the tenderer or otherwise the tender will be rejected.
- j. The tender must be dated and signed by the tenderer at the space provided in Annexure-B.

5.0. EARNEST MONEY DEPOSIT

5.1 Every tender must be accompanied by Earnest Money Deposit for **Rs.10,000(Rupees Ten Thousand only)** by means of Demand Draft drawn from a nationalized bank or scheduled bank payable at Kumbakonam in favour of Tamilnadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam 612 001.

5.2 No interest will be allowed on the Earnest Money Deposit.

5.3 The Earnest Money Deposit received from unsuccessful tenderers will be refunded only after the finalization of the tender.

5.4 Tender should be accompanied with the latest income tax clearance certificate of the Tenderer. Otherwise tenders is liable for rejection

6.0 FORFEITURE OF E.M.D

6.1 The Earnest Money furnished by a tenderer is liable to be forfeited & the tender will be rejected 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.10, hereinafter, or/and,
- b. If the successful tenderer fails to pay the advance license fees as in clause No:7 hereinafter or/and,
- c. If the successful tenderer fails to remit the license fee in time as per clause No: 13 of the terms and conditions of 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 this 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 so 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 this corporation.

7.0 SECURITY DEPOSIT

The Successful tenderer should remit Three months license fee amount as Security Deposit in the form of a Demand Draft in favour of Tamil Nadu State Transport Corporation (Kumbakonam) Ltd,Kumbakonam-612001,payable at Kumbakonam, drawn on any Nationalized Bank at the time of executing the agreement failing which the license will not be issued.

8.0 SOLVENCY CERTIFICATE

- a. The successful tenderer shall before entering into the deed furnish a solvency certificates to the amount required by this corporation at the time of execution of the agreement if required by this Corporation .
- b. The security deposit shall not carry any interest and shall be refunded only on production of No. objection Certificate from the concerned authority of local body and other statutory bodies as the case may be on expiry of license period.

9.0 This Corporation is not bound to accept the highest or any other rates and reserves the right to reject any or all tenders without assigning any reason what so ever.

10.0 The offers submitted shall remain open and valid for acceptance of the Managing Director for a period of three months from the date fixed for opening of tenders

11.a The Tenderers are requested to simultaneously submit two separate sealed covers. The **First cover** (Technical Bid) should contain

- i) Demand draft towards EMD for **Rs.10,000 (Rupees Ten Thousand)**
- ii) Testimonial of the Tenderer
- iii) Tender Check Slip
- iv) Annexure A duly signed
- v) Any other information the tenderer would like to state with proper Evidence.

The **Second cover** (Commercial Bid) **Annexure B** should contain the offer which will be opened only if the tenders are found qualified to execute the tender.

b) Tenders must be submitted in sealed envelope only superscribed with the words 'Advertisement on the buses of Tamilnadu State Transport Corporation (Kumbakonam) Ltd., opening on **16.06.2022**. The cover shall be addressed to the Deputy Manager (Materials-Corporate), Tamilnadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam.

12.0 Tenders should be put before **2.00 PM on 16.06.2022** into the tender box available in the office of the Tamilnadu State Transport Corporation (Kumbakonam) Ltd.Kumbakonam, and will be opened on the same day at **3.00 PM** in the presence of tenderers. No tender will be accepted, received late either by postal or by means of courier service or any other mode.

13.0 Tender not satisfying the aforesaid conditions are liable to be summarily rejected. Should it at any time be discovered that the tenderer had submitted more than one tender for this corporation, but under different Name, all his tenders will be rejected and agreement cancelled with forfeiture of EMD, Security Deposit etc.

ANNEXURE – A

TERMS AND CONDITIONS FOR LICENSING

NOTE:

1. 'Corporation' means Tamilnadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam.
2. 'Licensee' means the tenderer whose tender has been accepted & awarded by the competent authority for the Advertisement at the Backside of Passenger seats of TNSTC (Kumbakonam) Ltd, Kumbakonam Buses
3. 'Licensor' represents the Managing Director of the Tamilnadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam for which the tender has been accepted.

1.0 THE LICENSE

The license is for the display of Advertisement at the Backside of Passenger seats of TNSTC (Kumbakonam) Ltd, **Kumbakonam & Nagapattinam** Region Buses for which the tenderer has submitted his tender documents.

2.0 NO. OF BUSES

The display advertisement shall be on in **1064 buses (as on 31.05.2022)** of Tamilnadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam , **Kumbakonam & Nagapattinam** Region Buses . However if any Shortage/Excess in the Number of buses available at the time of contract will be Considered.

.3.0 LOCATION OF ADVERTISEMENT

The display of Advertisement at the Backside of Passenger seats of TNSTC (Kumbakonam) Ltd, **Kumbakonam & Nagapattinam** Region Buses

4.0 MODE OF DISPLAY

a.In Backside of Passenger seats

Provided also that the advertisements shall not be offensive ,obscene or cause for distraction to the passengers

5.0 CONTENT OF DISPLAY

The licensee shall not display such of the posters, figures, sketches etc. Which may exhibit immoral obscene scenery which cause public nuisance and hurt any religious sentiments of the general public. The content of advertisement shall be presentable to society and acceptable as per laws in force by Government Of India\Tamilnadu. The display of advertisement shall also conform to the requirements as per MV Act and Rules in force.

6.0 OBJECTIONABLE DISPLAY

No advertisement shall be displayed which in the opinion of the Managing Director is against any law and offend any religion. Public morality or in defamatory or the display where of is prohibited by any lawful authority and upon the Managing Director requiring the licensee so to do, the licensee shall forthwith withdraw such advertisement and discontinue the display thereof. No advertisement exhibiting directly or indirectly the name or 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.

7.0 DISPLAY APPROVAL

The Licensee shall produce in original the display material to the Corporation at least 15 days in advance of advertisement and obtain prior approval of the Managing Director. The Managing Director reserves the right to reject the display material without assigning any reasons there for.

8.0 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 the Passenger seats and inconvenience to the normal function of the depot. However, if the Advertisement 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 reserves the right of removing such display board with no compensation to the Licensee. The actual expenditure incurred by the corporation for such removal of display boards and the penal rental charges shall be deducted from the security deposit of the licensee and the balance paid after verification of other documents.

9.0 ERECTION, MAINTENANCE, AND REMOVAL OF ADVERTISEMENT

9.1 The licensee shall erect, maintain, and remove when necessary the advertisement under the contract at his own cost as per standards, specifications and other requirements as stipulated by the Corporation.

9.2 The Licensee shall furnish the program of erection of Advertisement atleast 15 days in advance to enable the vehicles kept ready. There upon the corporation shall inform the licensee the date, time and place at which the vehicle will be made available for fixing of Advertisement.

9.3 The work of location of Advertisement shall be made in the premises of the Corporation's depot/branch where the vehicles intended for Advertisement are attached and the work of erection should be done in the presence of depot officials during daily maintenance time only under their direct supervision. The buses shall not be allowed to be taken outside or detained other than the maintenance time required for this purpose.

9.4 Authorization of staff employed for purpose of erection of advertisement shall be furnished by Licensee in advance to issue permit passes to allow them inside depot.

9.5 No material and other facilities such as tools, labour etc. shall be provided to the Licensee by the Corporation during the time of erection of Advertisement in the buses.

9.6 The Licensee shall ensure full safety, security during the time of erection of display board in the buses and the Licensee shall not cause any inconvenience to depot function during the time of erection of Advertisement.

9.7 Maintenance of Backside of Passenger seats shall be done neatly by cleaning the backrest once in a week with a suitable material as the case may be or earlier to that period if it is required according to the opinion of the Corporation. Under no circumstance lack of maintenance of display board 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 at 3 days interval each. No bus shall be allowed to be taken outside the depot for the maintenance of advertisement display board.

9.8 Repairs of Backside of Passenger seats shall be attended immediately on issue of notice by the Corporation or within 3 days 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 Advertisement 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.

9.9 The Licensee shall attend the repairs of Advertisement seats under prior intimation to the Branch Manager/Deport Manager with whom the bus is under custody and no Advertisement shall be removed from the depot for purpose of repairs. All repair works should be done only when the vehicle comes for daily routine maintenance or at the time as informed by the Corporation without affecting the utility of that bus. If however the display board is needed to be removed and repaired the same shall be done with prior permission of the Branch Manager/Branch In-charge to whom the bus is attached.

9.10 Removal of Advertisement shall be done by the Licensee under prior intimation to the corporation either with or without replacement. If however the replacement is required, the same shall be done with the prior approval of the Corporation. Removal of Advertisement shall be made during daily maintenance time only without affecting the normal utility of buses intended for advertisement

9.11 In cases when the Advertisement at the Backside of Bus seats is damaged due to external force like accidents etc, the licensee will be permitted, on application to the Corporation, to replace a fresh Advertisement for the remaining period of the license. The Corporation however is not liable to compensate the licensee for any loss arising out of not Advertisement for any period of time due to any reason or material thereof.

9.12 No work related to Advertisement at the backside of Passenger seats shall be allowed to be executed inside the premises of the licensor.

9.13 The Licensee shall ensure the full and complete removal of advertisement immediately on the expiry of license without causing any damage to the Passenger Seats and inconvenience to the normal functioning of the depot. If however, any damage is caused to the bus seats during removal of advertisement by the licensee, the cost of such damage shall be collected from the licensee or deducted from the security deposits of the licensee. The cost decided by the Corporation shall be final in this regard.

9.14 The licensee shall obtain a certificate from the competent authority of the corporation for having fitted the advertisement in the Backside of Passenger seats in the buses immediately after the erection work is fully completed in order.

9.15 It shall be sole responsibility of the licensee to obtain all necessary permissions, orders etc. from the statutory authorities in matters concerned with display of advertisement.

10.0 PUBLICITY FOR PROMOTION OF ADVERTISEMENT BUSINESS BY LICENSEE

Any publicity for promotion of advertisement business by the licensee shall be made through media only with prior permission and approval of the same by the Corporation.

11.0-A LICENCE PERIOD:

- i) The Licence period shall be initially for 11 months only.
- ii) The Licence is initially for 11 months only and the same may be extended for further period of 2 spells of 11 months each based on the prompt, punctual and regular payment of licence fee and other charges on the relevant due dates and other performance by the Licensee during the previous agreement period. However the decision of the Managing Director, TNSTC (Kumbakonam) Ltd., Kumbakonam is the final regarding renewal of licence for the subsequent 2 spells.
- iii) However such renewal of agreement is restricted to 2 spells (i.e) two spell renewals only after the initial agreement period of 11 months.
- iv) The agreement for the renewal of the licence shall be executed only after payment of licence fee for the entire existing agreement period.
- v) The License fee amount shall be paid with escalation of 10% for 1st renewal of 11 months and with 10% for the 2nd renewal of 11 months over the previous rate

12.0-B LICENCE FEE PAYMENT

12.1 The term for reckoning license 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. License fee should be paid for all buses of each region of this corporation.

12.2 Three months license fee to be paid by the successful tenderer as Security deposit immediately on receipt of intimation letter from the Licensor and contract agreement should be executed within 15 days with Licensor, after that only Work order will be issued by the Licensor. If the Successful tenderer fails to remit the Security deposit within a week period (7 days) the EMD will be forfeited and action will be initiated to blacklist the tenderer .at the time of execution of the contract agreement. If the successful tenderer fails to execute the agreement or fails to pay the advance monthly licence fee or fails to continue till the full contract period, the EMD will be forfeited. Security deposit will be refunded only after the successful completion of the entire contract period.

12.3 License fee for the next month shall be paid by means of Demand draft in advance on or before **5th of every month** from the commencement of the contract period. If the licensee is not paid the license fees within **5th of the month** , interest at the rate of **18%** per annum will be collected along with the license fee from the upto **25th of that month**, If not action will be initiated to terminate the contract besides forfeiting the EMD and Security Deposit .

12.4 No claim from licensee shall be entertained for waiving or remission of license fee during the period of contract unless the vehicle is withdrawn from the fleet strength of the corporation without replacement.

13.0 PAYMENT OF TAXES, FEES, CHARGES ETC.

13.1 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 Licensor shall forfeit the rights of display forthwith with no compensation whatsoever for the purpose.

13.2 The licensee shall produce the receipts of payment in original as evidence for having paid all taxes, fees, charges, levies etc. as per demand made by concerned statutory bodies 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 no compensation to the licensee.

13.3. The licensee shall pay the fees towards obtaining permission from the Regional Transport Authority as per M. V. Act for the display of advertisement in the backside of Passenger seats of the Buses in advance to this Corporation at the time of executing the agreement.

13.4.The Licensee shall pay the **GST** as applicable (at present 18%) with the advertisement fees by Demand draft on or before 5th of every month to the Licensor.

14.0 THE LIABILITY OF CONTRACTOR IN TAKING THIRD PARTY INSURANCE:

The licensee shall arrange for taking third party(for the Service personnel of the Licensee) insurance to a coverage of at least **Rs.30,000/-** per person for the entire period of agreement and produce evidence in original, failing which the corporation is at liberty to arrange for the same from the security deposit made by him. In such case, the licensee shall pay back the corporation the above sum paid by corporation with interest at the rate of 18% per annum within 30 days of notice failing which, such action of neglect by the licensee shall be considered as violation of agreement and accordingly the contract shall become ceased forthwith with no compensation whatsoever to the licensee.

15.0 LEGAL COVENANT

15.1 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 in the buses of the corporation under this main contract.

15.2 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 in the buses of the corporation by the licensee under this deed.

15.3 The licensee shall indemnify of the corporation from any covenant either monetary or otherwise that may be arise due to damages caused to others by virtue of the display of the Advertisement either in the form of property loss or loss of life etc.

15.4 The licensee shall indemnify the licensor from all legal covenants and from any claim by any party that may arise due to damages/losses caused by the display of advertisement either by way of incident or accidents or otherwise during the period of license deed.

15.5 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 at the Backside of Passenger seats in the buses covered under this license deed.

16.0 PLEDGING, SELLING, CREATING CHARGES 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.

17.0 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 purposes to enable them display their advertisement under a separate agreement between the licensee and the sub-licensee, which shall not in any way a binding on the part of the corporation and outside the purview of this main contract.

18.0 CANCELLATION OF LICENCE

18.1 The licensor shall not be responsible for any discontinuance of advertisement display under the deed caused under instruction 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.

18.2 In the event of such discontinuation, the licensor shall arrange to refund the Security deposit of the license period to the licensee after the notice of such cancellation after deducting any dues payable to the corporation by the licensee including any statutory levies payable to the local bodies, state and central government.

19.0 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 or 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 license and take possession on behalf of license of all advertisements than being displayed under this deed and the license shall become property of the Managing Director to recover all sum then due hereunder and damage in respect of any breach or default on the part.

20.0. NOTICE OF TERMINATION OF CONTRACT

If during the period of this license, the licensee makes default in paying any amount due to the 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 anytime thereafter to terminate this deed by giving to the licensee 15 days notice in writing to expire at any time of his intention to terminate this license 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 reserve the right of terminating the license deed if the licensee deed if the licensee is found to have been black-listed in the past either by State/Central Government or Government undertaking for the purpose of advertisement display right with no compensation to licensee. All advances including display boards shall be recovered by Licensor with no compensation to the licensee in the event of above.

21.0 FINAL DECISION IN MATTER OF DISPUTE:

The decision of the Managing Director of this Corporation shall be final and binding the Licensee in any matter of dispute.

22.0 INSTITUTING LEGAL PROCEEDINGS IN THE COURT:

Any legal proceedings arises between the parties of deed shall have to be instituted in the Court situated in the place where the headquarters of this Corporation is located and nowhere else. No other court shall have jurisdiction to entertain dispute arising out of this deed.

23.0 GENERAL:

The Terms and conditions prescribed herein for Tender offer and licensing the right for display of Advertisement in the Backside of Passenger seats of TNSTC (Kumbakonam) Ltd, Kumbakonam .Kumbakonam & Nagapattinam Region Buses are only illustrative in nature and not exhaustive. The licensor further reserve the right to include, exclude, modify, amend change the terms and conditions are required at the time of actual execution of license deed, or during the contract period.

MANAGING DIRECTOR

**Tamilnadu State Transport Corporation, (Kumbakonam) Ltd.,
Kumbakonam 612 001.**

ANNEXURE – B- Kumbakonam & Nagapattinam Region.

1	Schedule for Licensing of	As per Tender No. 1/2022-2023 dt: 25.05.2022. for Licensing of right of displaying Advertisement at the Backside of Passenger seats of TNSTC(Kumbakonam)Ltd,Kumbakonam buses.
2	Name of the Tenderer	
3	Address of the Tenderer	
4	Conditions	1.Rates quoted per bus for per month towards license fees exclusive of Levies, MVI Tax, GST, Other Charges etc. payable to local bodies ,State & Central Government or any other authorized statutory bodies etc. for each bus per month.

Rates quoted per bus per month in Rs.

Category Description of License	Number of buses in Kumbakonam & Nagapattinam Region	Rates quoted per bus per month in Rs. (excluding GST18%)	Percentage of GST applicable
Displaying Advertisement at the backside of Passenger Seats	1064 (as on 31.05.22)	Rs.	

Acceptance:

I/We also accept to pay the GST amount (or) any other statutory bodies applicable to the Corporation along with the license fee. I/We thoroughly read terms and conditions mentioned by the Corporation. I/We hereby agree to take over on license the right displaying advertisements on Tamilnadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam buses in each category as above. I/We enclosed a DD drawn for **Rs. 10,000/-(Rupees Ten Thousand only)** in favour of M/S Tamilnadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam -612001 payable at Kumbakonam towards Earnest Money Deposit.

DD No./Date:

Signature of Tenderer

DD Value:

Bank Name:

Name (in BLOCK LETTERS)

TENDER CHECK SLIP

1. Name of Tenderer :
2. Full address :
3. Region for which
tender offered :
4. Earnest Money deposit amount paid :
5. EMD – Demand draft details :
- Name of Bank :
- Branch :
- Dated :
6. Income Tax clearance
certificate enclosed :
7. Signature affixed in all pages of
Tender, corrections letters of
Tender offer etc.
8. GST IN No. : :

TESTIMONIAL OF TENDERER

1. Name (Registered/Unregistered) :
2. Full Address (a) Permanent :
(b) Correspondence :
3. Whether Company / Firm /
Individual / Others.
(If firm names and addresses of
of all partners, if company name
and addresses of Directors /
Managing Director) :
4. Statutory Status :
5. Nature of business held :
6. GST IN.No. :
7. Pan Card No. & Copy :
8. Previous Experience in display of
Advertisement in Transport Corporation
Buses (with a copy of work contract & :
Remittance of license fees.) :
9. Financial status
10. Branches if any:-
(Details with address to be furnished) :
11. Banker's Name and Address :
12. Other Bio-Data and particulars if any :

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GENERAL CONDITIONS OF TENDER AND INSTRUCTION TO TENDERERS**

1.0 Tamil Nadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam is registered under the Indian Companies Act, 1956 and functioning under the overall control of the Government of Tamil Nadu to provide bus facilities in **Trichy & Karur** Region total number of buses available at present (**as on 31.05.2022**) is detailed below :

Region	No. of Buses
Trichy	1009
Karur	305
Total	1314

2.0 Tamil Nadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam is an independent organization with the Board of Directors appointed by the Government of Tamil Nadu.

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- f. If the tenderer is willing to make special offers, must be typewritten on the tenderer's letter heads and all such accompaniments must bear the full signature of the tenderer on every page.
- g. Conditional offers made in the tender are liable to be rejected.
- h. Offers made by a tenderer who have already been black listed either by State/Central Government or Government undertakings shall be summarily rejected.
- i. Tenderer must have experience in the field of Advertisement in buses of Transport Corporation and copy of any work contract given by Transport Corporation should be enclosed along with the tenderer or otherwise the tender will be rejected.
- j. The tender must be dated and signed by the tenderer at the space provided in Annexure-B.

5.0. EARNEST MONEY DEPOSIT

5.1 Every tender must be accompanied by Earnest Money Deposit for **Rs.10,000(Rupees Ten Thousand only)** by means of Demand Draft drawn from a nationalized bank or scheduled bank payable at Kumbakonam in favour of Tamilnadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam 612 001.

5.2 No interest will be allowed on the Earnest Money Deposit.

5.3 The Earnest Money Deposit received from unsuccessful tenderers will be refunded only after the finalization of the tender.

5.4 Tender should be accompanied with the latest income tax clearance certificate of the Tenderer. Otherwise tenders is liable for rejection

6.0 FORFEITURE OF E.M.D

6.1 The Earnest Money furnished by a tenderer is liable to be forfeited & the tender will be rejected 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.10, hereinafter, or/and,
- b. If the successful tenderer fails to pay the advance license fees as in clause No:7 hereinafter or/and,
- c. If the successful tenderer fails to remit the license fee in time as per clause No: 13 of the terms and conditions of 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 this 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 so 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 this corporation.

7.0 SECURITY DEPOSIT

The Successful tenderer should remit Three months license fee amount as Security Deposit in the form of a Demand Draft in favour of Tamil Nadu State Transport Corporation (Kumbakonam) Ltd,Kumbakonam-612001,payable at Kumbakonam, drawn on any Nationalized Bank at the time of executing the agreement failing which the license will not be issued.

8.0 SOLVENCY CERTIFICATE

- a. The successful tenderer shall before entering into the deed furnish a solvency certificates to the amount required by this corporation at the time of execution of the agreement if required by this Corporation .
- b. The security deposit shall not carry any interest and shall be refunded only on production of No. objection Certificate from the concerned authority of local body and other statutory bodies as the case may be on expiry of license period.

9.0 This Corporation is not bound to accept the highest or any other rates and reserves the right to reject any or all tenders without assigning any reason what so ever.

10.0 The offers submitted shall remain open and valid for acceptance of the Managing Director for a period of three months from the date fixed for opening of tenders

11.a The Tenderers are requested to simultaneously submit two separate sealed covers. The **First cover** (Technical Bid) should contain

- i) Demand draft towards EMD for **Rs.10,000 (Rupees Ten Thousand)**
- ii) Testimonial of the Tenderer
- iii) Tender Check Slip
- iv) Annexure A duly signed
- v) Any other information the tenderer would like to state with proper Evidence.

The **Second cover** (Commercial Bid) **Annexure B** should contain the offer which will be opened only if the tenders are found qualified to execute the tender.

b) Tenders must be submitted in sealed envelope only superscribed with the words 'Advertisement on the buses of Tamilnadu State Transport Corporation (Kumbakonam) Ltd., opening on **16.06.2022**. The cover shall be addressed to the Deputy Manager (Materials-Corporate), Tamilnadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam.

12.0 Tenders should be put before **2.00 PM on 16.06.2022** into the tender box available in the office of the Tamilnadu State Transport Corporation (Kumbakonam) Ltd.Kumbakonam, and will be opened on the same day at **3.00 PM** in the presence of tenderers. No tender will be accepted, received late either by postal or by means of courier service or any other mode.

13.0 Tender not satisfying the aforesaid conditions are liable to be summarily rejected. Should it at any time be discovered that the tenderer had submitted more than one tender for this corporation, but under different Name, all his tenders will be rejected and agreement cancelled with forfeiture of EMD, Security Deposit etc.

ANNEXURE – A

TERMS AND CONDITIONS FOR LICENSING

NOTE:

1. 'Corporation' means Tamilnadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam.
2. 'Licensee' means the tenderer whose tender has been accepted & awarded by the competent authority for the Advertisement at the Backside of Passenger seats of TNSTC (Kumbakonam) Ltd, Kumbakonam Buses
3. 'Licensor' represents the Managing Director of the Tamilnadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam for which the tender has been accepted.

1.0 THE LICENSE

The license is for the display of Advertisement at the Backside of Passenger seats of TNSTC (Kumbakonam) Ltd, Kumbakonam Buses for which the tenderer has submitted his tender documents.

2.0 NO. OF BUSES

The display advertisement shall be on in **1314 buses (as on 31.05.2022)** of Tamilnadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam **Trichy & Karur** Region Buses . However if any Shortage/Excess in the Number of buses available at the time of contract will be Considered.

.3.0 LOCATION OF ADVERTISEMENT

The display of Advertisement at the Backside of Passenger seats of TNSTC (Kumbakonam) Ltd, **Trichy & Karur** Region Buses

4.0 MODE OF DISPLAY

a.In Backside of Passenger seats

Provided also that the advertisements shall not be offensive ,obscene or cause for distraction to the passengers

5.0 CONTENT OF DISPLAY

The licensee shall not display such of the posters, figures, sketches etc. Which may exhibit immoral obscene scenery which cause public nuisance and hurt any religious sentiments of the general public. The content of advertisement shall be presentable to society and acceptable as per laws in force by Government Of India\Tamilnadu. The display of advertisement shall also conform to the requirements as per MV Act and Rules in force.

6.0 OBJECTIONABLE DISPLAY

No advertisement shall be displayed which in the opinion of the Managing Director is against any law and offend any religion. Public morality or in defamatory or the display where of is prohibited by any lawful authority and upon the Managing Director requiring the licensee so to do, the licensee shall forthwith withdraw such advertisement and discontinue the display thereof. No advertisement exhibiting directly or indirectly the name or 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.

7.0 DISPLAY APPROVAL

The Licensee shall produce in original the display material to the Corporation at least 15 days in advance of advertisement and obtain prior approval of the Managing Director. The Managing Director reserves the right to reject the display material without assigning any reasons there for.

8.0 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 the Passenger seats and inconvenience to the normal function of the depot. However, if the Advertisement 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 reserves the right of removing such display board with no compensation to the Licensee. The actual expenditure incurred by the corporation for such removal of display boards and the penal rental charges shall be deducted from the security deposit of the licensee and the balance paid after verification of other documents.

9.0 ERECTION, MAINTENANCE, AND REMOVAL OF ADVERTISEMENT

9.1 The licensee shall erect, maintain, and remove when necessary the advertisement under the contract at his own cost as per standards, specifications and other requirements as stipulated by the Corporation.

9.2 The Licensee shall furnish the program of erection of Advertisement atleast 15 days in advance to enable the vehicles kept ready. There upon the corporation shall inform the licensee the date, time and place at which the vehicle will be made available for fixing of Advertisement.

9.3 The work of location of Advertisement shall be made in the premises of the Corporation's depot/branch where the vehicles intended for Advertisement are attached and the work of erection should be done in the presence of depot officials during daily maintenance time only under their direct supervision. The buses shall not be allowed to be taken outside or detained other than the maintenance time required for this purpose.

9.4 Authorization of staff employed for purpose of erection of advertisement shall be furnished by Licensee in advance to issue permit passes to allow them inside depot.

9.5 No material and other facilities such as tools, labour etc. shall be provided to the Licensee by the Corporation during the time of erection of Advertisement in the buses.

9.6 The Licensee shall ensure full safety, security during the time of erection of display board in the buses and the Licensee shall not cause any inconvenience to depot function during the time of erection of Advertisement.

9.7 Maintenance of Backside of Passenger seats shall be done neatly by cleaning the backrest once in a week with a suitable material as the case may be or earlier to that period if it is required according to the opinion of the Corporation. Under no circumstance lack of maintenance of display board 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 at 3 days interval each. No bus shall be allowed to be taken outside the depot for the maintenance of advertisement display board.

9.8 Repairs of Backside of Passenger seats shall be attended immediately on issue of notice by the Corporation or within 3 days 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 Advertisement 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.

9.9 The Licensee shall attend the repairs of Advertisement seats under prior intimation to the Branch Manager/Deport Manager with whom the bus is under custody and no Advertisement shall be removed from the depot for purpose of repairs. All repair works should be done only when the vehicle comes for daily routine maintenance or at the time as informed by the Corporation without affecting the utility of that bus. If however the display board is needed to be removed and repaired the same shall be done with prior permission of the Branch Manager/Branch In-charge to whom the bus is attached.

9.10 Removal of Advertisement shall be done by the Licensee under prior intimation to the corporation either with or without replacement. If however the replacement is required, the same shall be done with the prior approval of the Corporation. Removal of Advertisement shall be made during daily maintenance time only without affecting the normal utility of buses intended for advertisement

9.11 In cases when the Advertisement at the Backside of Passenger seats is damaged due to external force like accidents etc, the licensee will be permitted, on application to the Corporation, to replace a fresh Advertisement for the remaining period of the license. The Corporation however is not liable to compensate the licensee for any loss arising out of not Advertisement for any period of time due to any reason or material thereof.

9.12 No work related to Advertisement at the Backside of Passenger seats shall be allowed to be executed inside the premises of the licenser.

9.13 The Licensee shall ensure the full and complete removal of advertisement immediately on the expiry of license without causing any damage to the Passenger Seats and inconvenience to the normal functioning of the depot. If however, any damage is caused to the bus seats during removal of advertisement by the licensee, the cost of such damage shall be collected from the licensee or deducted from the security deposits of the licensee. The cost decided by the Corporation shall be final in this regard.

9.14 The licensee shall obtain a certificate from the competent authority of the corporation for having fitted the advertisement in the Backside of Passenger seats in the buses immediately after the erection work is fully completed in order.

9.15 It shall be sole responsibility of the licensee to obtain all necessary permissions, orders etc. from the statutory authorities in matters concerned with display of advertisement.

10.0 PUBLICITY FOR PROMOTION OF ADVERTISEMENT BUSINESS BY LICENSEE

Any publicity for promotion of advertisement business by the licensee shall be made through media only with prior permission and approval of the same by the Corporation.

11.0-A LICENCE PERIOD:

- i) The Licence period shall be initially for 11 months only.
- ii) The Licence is initially for 11 months only and the same may be extended for further period of 2 spells of 11 months each based on the prompt, punctual and regular payment of licence fee and other charges on the relevant due dates and other performance by the Licensee during the previous agreement period. However the decision of the Managing Director, TNSTC (Kumbakonam) Ltd., Kumbakonam is the final regarding renewal of licence for the subsequent 2 spells.
- iii) However such renewal of agreement is restricted to 2 spells (i.e) two spell renewals only after the initial agreement period of 11 months.
- iv) The agreement for the renewal of the licence shall be executed only after payment of licence fee for the entire existing agreement period.
- v) The License fee amount shall be paid with escalation of 10% for 1st renewal of 11 months and with 10% for the 2nd renewal of 11 months over the previous rate

12.0-B LICENCE FEE PAYMENT

12.1 The term for reckoning license 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. License fee should be paid for all buses of each region of this corporation.

12.2 Three months license fee to be paid by the successful tenderer as Security deposit immediately on receipt of intimation letter from the Licensor and contract agreement should be executed within 15 days with Licensor, after that only Work order will be issued by the Licensor. If the Successful tenderer fails to remit the Security deposit within a week period (7 days) the EMD will be forfeited and action will be initiated to blacklist the tenderer .at the time of execution of the contract agreement. If the successful tenderer fails to execute the agreement or fails to pay the advance monthly licence fee or fails to continue till the full contract period, the EMD will be forfeited. Security deposit will be refunded only after the successful completion of the entire contract period.

12.3 License fee for the next month shall be paid by means of Demand draft in advance on or before **5th of every month** from the commencement of the contract period. If the licensee is not paid the license fees within **5th of the month** , interest at the rate of **18%** per annum will be collected along with the license fee from the upto **25th of that month**, If not action will be initiated to terminate the contract besides forfeiting the EMD and Security Deposit .

12.4 No claim from licensee shall be entertained for waiving or remission of license fee during the period of contract unless the vehicle is withdrawn from the fleet strength of the corporation without replacement.

13.0 PAYMENT OF TAXES, FEES, CHARGES ETC.

13.1 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 Licensor shall forfeit the rights of display forthwith with no compensation whatsoever for the purpose.

13.2 The licensee shall produce the receipts of payment in original as evidence for having paid all taxes, fees, charges, levies etc. as per demand made by concerned statutory bodies 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 no compensation to the licensee.

13.3. The licensee shall pay the fees towards obtaining permission from the Regional Transport Authority as per M. V. Act for the display of advertisement in the Backside of Passenger seats of the Buses in advance to this Corporation at the time of executing the agreement.

13.4. The Licensee shall pay the **GST** as applicable (at present 18%) with the advertisement fees by Demand draft on or before **5th of every month** to the Licensor.

14.0 THE LIABILITY OF CONTRACTOR IN TAKING THIRD PARTY INSURANCE:

The licensee shall arrange for taking third party(for the Service personnel of the Licensee) insurance to a coverage of at least **Rs.30,000/-** per person for the entire period of agreement and produce evidence in original, failing which the corporation is at liberty to arrange for the same from the security deposit made by him. In such case, the licensee shall pay back the corporation the above sum paid by corporation with interest at the rate of 18% per annum within 30 days of notice failing which, such action of neglect by the licensee shall be considered as violation of agreement and accordingly the contract shall become ceased forthwith with no compensation whatsoever to the licensee.

15.0 LEGAL COVENANT

15.1 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 in the buses of the corporation under this main contract.

15.2 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 in the buses of the corporation by the licensee under this deed.

15.3 The licensee shall indemnify of the corporation from any covenant either monetary or otherwise that may be arise due to damages caused to others by virtue of the display of the Advertisement either in the form of property loss or loss of life etc.

15.4 The licensee shall indemnify the licensor from all legal covenants and from any claim by any party that may arise due to damages/losses caused by the display of advertisement either by way of incident or accidents or otherwise during the period of license deed.

15.5 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 at the Backside of Passenger seats in the buses covered under this license deed.

16.0 PLEDGING, SELLING, CREATING CHARGES 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.

17.0 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 purposes to enable them display their advertisement under a separate agreement between the licensee and the sub-licensee, which shall not in any way a binding on the part of the corporation and outside the purview of this main contract.

18.0 CANCELLATION OF LICENCE

18.1 The licensor shall not be responsible for any discontinuance of advertisement display under the deed caused under instruction 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.

18.2 In the event of such discontinuation, the licensor shall arrange to refund the Security deposit of the license period to the licensee after the notice of such cancellation after deducting any dues payable to the corporation by the licensee including any statutory levies payable to the local bodies, state and central government.

19.0 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 or 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 license and take possession on behalf of license of all advertisements than being displayed under this deed and the license shall become property of the Managing Director to recover all sum then due hereunder and damage in respect of any breach or default on the part.

20.0. NOTICE OF TERMINATION OF CONTRACT

If during the period of this license, the licensee makes default in paying any amount due to the 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 anytime thereafter to terminate this deed by giving to the licensee 15 days notice in writing to expire at any time of his intention to terminate this license 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 reserve the right of terminating the license deed if the licensee deed if the licensee is found to have been black-listed in the past either by State/Central Government or Government undertaking for the purpose of advertisement display right with no compensation to licensee. All advances including display boards shall be recovered by Licensor with no compensation to the licensee in the event of above.

21.0 FINAL DECISION IN MATTER OF DISPUTE:

The decision of the Managing Director of this Corporation shall be final and binding the Licensee in any matter of dispute.

22.0 INSTITUTING LEGAL PROCEEDINGS IN THE COURT:

Any legal proceedings arises between the parties of deed shall have to be instituted in the Court situated in the place where the headquarters of this Corporation is located and nowhere else. No other court shall have jurisdiction to entertain dispute arising out of this deed.

23.0 GENERAL:

The Terms and conditions prescribed herein for Tender offer and licensing the right for display of Advertisement in the Backside of Passenger seats of TNSTC (Kumbakonam) Ltd, Kumbakonam .Trichy & Karur Region Buses are only illustrative in nature and not exhaustive. The licensor further reserve the right to include, exclude, modify, amend change the terms and conditions are required at the time of actual execution of license deed, or during the contract period.

MANAGING DIRECTOR

**Tamilnadu State Transport Corporation, (Kumbakonam) Ltd.,
Kumbakonam 612 001.**

ANNEXURE – B- Trichy & Karur Region.

1	Schedule for Licensing of	As per Tender No. 1/2022-2023 dt: 25.05.2022. for Licensing of right of displaying Advertisement at the Backside of Passenger seats of TNSTC(Kumbakonam)Ltd,Kumbakonam buses.
2	Name of the Tenderer	
3	Address of the Tenderer	
4	Conditions	1.Rates quoted per bus for per month towards license fees exclusive of Levies, MVI Tax, GST, Other Charges etc. payable to local bodies ,State & Central Government or any other authorized statutory bodies etc. for each bus per month.

Rates quoted per bus per month in Rs.

Category Description of License	Number of buses in Trichy& Karur Region	Rates quoted per bus per month in Rs. (excluding GST18%)	Percentage of GST applicable
Displaying Advertisement at the backside of Passenger Seats	1314 (as on 31.05.22)	Rs.	

Acceptance:

I/We also accept to pay the GST amount (or) any other statutory bodies applicable to the Corporation along with the license fee. I/We thoroughly read terms and conditions mentioned by the Corporation. I/We hereby agree to take over on license the right displaying advertisements on Tamilnadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam buses in each category as above. I/We enclosed a DD drawn for **Rs. 10,000/-(Rupees Ten Thousand only)** in favour of M/S Tamilnadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam -612001 payable at Kumbakonam towards Earnest Money Deposit.

DD No./Date:

Signature of Tenderer

DD Value:

Bank Name:

Name (in BLOCK LETTERS)

TENDER CHECK SLIP

1. Name of Tenderer :
2. Full address :
3. Region for which
tender offered :
4. Earnest Money deposit amount paid :
5. EMD – Demand draft details :
- Name of Bank :
- Branch :
- Dated :
6. Income Tax clearance
certificate enclosed :
7. Signature affixed in all pages of
Tender, corrections letters of
Tender offer etc.
8. GST IN No. : :

TESTIMONIAL OF TENDERER

1. Name (Registered/Unregistered) :
2. Full Address (a) Permanent :
(b) Correspondence :
3. Whether Company / Firm /
Individual / Others.
(If firm names and addresses of
of all partners, if company name
and addresses of Directors /
Managing Director) :
4. Statutory Status :
5. Nature of business held :
6. GST IN.No. :
7. Pan Card No. & Copy :
8. Previous Experience in display of
Advertisement in Transport Corporation
Buses (with a copy of work contract & :
Remittance of license fees.) :
9. Financial status
10. Branches if any:-
(Details with address to be furnished) :
11. Banker's Name and Address :
12. Other Bio-Data and particulars if any :

**TAMILNADU STATE TRANSPORT CORPORATION
(KUMBAKONAM) LTD., KUMBAKONAM 612001.
DISPLAY OF ADVERTISEMENT IN THE BACKSIDE OF PASSENGER SEATS**

GENERAL CONDITIONS OF TENDER AND INSTRUCTION TO TENDERERS

1.0 Tamil Nadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam is registered under the Indian Companies Act, 1956 and functioning under the overall control of the Government of Tamil Nadu to provide bus facilities in **Karaikudi** Region total number of buses available at present (**as on 31.05.2022**) is detailed below :

Region	No. of Buses
Karaikudi	642

2.0 Tamil Nadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam is an independent organization with the Board of Directors appointed by the Government of Tamil Nadu.

3.0 A full time Managing Director appointed by the Government looks after the day-to-day administration of this Corporation.

4.0 TENDER CONDITIONS

4.1 The Tender called for herein is for licensing the rights for the Display of Advertisement at the Backside of Passenger Seats of TNSTC (Kumbakonam) Ltd, Kumbakonam. **Karaikudi** Region Buses subject to the terms and conditions of the contract given in

Annexure – ‘A’.

4.2 Tenderers shall quote the total amount for the entire Buses exclusive of taxes, Other fees & charges etc. payable to the local bodies, State Government, Central Government etc. for the display of Advertisement at the Backside of Passenger Seats of TNSTC (Kumbakonam) Ltd, Kumbakonam, **Karaikudi** Region Buses .If however, there is any shortage/excess in No. of buses available at the time of agreement deduction/addition of contract sum of pro-rata basis shall be allowed. Tenderers shall quote specifically for all vehicles attached to this Corporation, otherwise the tenders offered will be summarily rejected.

The buses for advertisement display purposes shall be made available 'As it is' condition only. No addition, alteration, including facelift etc.

4.3. Tenderers must have registered under GST. The certified copy of the GST IN Registration certificate should be enclosed along with Tender otherwise tender is liable for rejection.

4.4.

- a. Tender must be submitted with all conditions in the form given at Annexure-B issued in the tender documents and should be duly signed in each page failing which the offers are liable to be rejected. Incomplete tender will also be rejected.
- b. Tender should be presented in the prescribed form only and tenders presented in other forms shall be summarily rejected.
- c. Tender form issued to Tenderers are not transferable.
- d. 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 among the two will be considered as the offer on the part of the tenderers. The fact of the same will be recorded in tender document by the committee members of the tender opening committee
- e. All pages including corrections made in the tender must be signed by the tenderer.
- f. If the tenderer is willing to make special offers, must be typewritten on the tenderer's letter heads and all such accompaniments must bear the full signature of the tenderer on every page.
- g. Conditional offers made in the tender are liable to be rejected.
- h. Offers made by a tenderer who have already been black listed either by State/Central Government or Government undertakings shall be summarily rejected.
- i. Tenderer must have experience in the field of Advertisement in buses of Transport Corporation and copy of any work contract given by Transport Corporation should be enclosed along with the tenderer or otherwise the tender will be rejected.
- j. The tender must be dated and signed by the tenderer at the space provided in Annexure-B.

5.0. EARNEST MONEY DEPOSIT

5.1 Every tender must be accompanied by Earnest Money Deposit for **Rs.10,000(Rupees Ten Thousand only)** by means of Demand Draft drawn from a nationalized bank or scheduled bank payable at Kumbakonam in favour of Tamilnadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam 612 001.

5.2 No interest will be allowed on the Earnest Money Deposit.

5.3 The Earnest Money Deposit received from unsuccessful tenderers will be refunded only after the finalization of the tender.

5.4 Tender should be accompanied with the latest income tax clearance certificate of the Tenderer. Otherwise tenders is liable for rejection

6.0 FORFEITURE OF E.M.D

6.1 The Earnest Money furnished by a tenderer is liable to be forfeited & the tender will be rejected without notice under the following circumstances:

- f. If a tenderer withdraws his offer after its opening but before the expiry of the period of validity mentioned in clause No.10, hereinafter, or/and,
- g. If the successful tenderer fails to pay the advance license fees as in clause No:7 hereinafter or/and,
- h. If the successful tenderer fails to remit the license fee in time as per clause No: 13 of the terms and conditions of contract; or/and
- i. If the successful tenderer fails to execute the written deed in proper manner and on stamp paper of appropriate value with this corporation within 15 days from the date of issue of letter of acceptance for the commencement of license by the Corporation or/and,
- j. 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 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 this corporation.

7.0 SECURITY DEPOSIT

The Successful tenderer should remit Three months license fee amount as Security Deposit in the form of a Demand Draft in favour of Tamil Nadu State Transport Corporation (Kumbakonam) Ltd,Kumbakonam-612001,payable at Kumbakonam, drawn on any Nationalized Bank at the time of executing the agreement failing which the license will not be issued.

8.0 SOLVENCY CERTIFICATE

a. The successful tenderer shall before entering into the deed furnish a solvency certificates to the amount required by this corporation at the time of execution of the agreement if required by this Corporation .

b. The security deposit shall not carry any interest and shall be refunded only on production of No. objection Certificate from the concerned authority of local body and other statutory bodies as the case may be on expiry of license period.

9.0 This Corporation is not bound to accept the highest or any other rates and reserves the right to reject any or all tenders without assigning any reason what so ever.

10.0 The offers submitted shall remain open and valid for acceptance of the Managing Director for a period of three months from the date fixed for opening of tenders

11.a The Tenderers are requested to simultaneously submit two separate sealed covers. The **First cover** (Technical Bid) should contain

- i) Demand draft towards EMD for **Rs.10,000 (Rupees Ten Thousand)**
- ii) Testimonial of the Tenderer
- vi) Tender Check Slip
- vii) Annexure A duly signed
- viii) Any other information the tenderer would like to state with proper Evidence.

The **Second cover** (Commercial Bid) **Annexure B** should contain the offer which will be opened only if the tenders are found qualified to execute the tender.

b) Tenders must be submitted in sealed envelope only superscribed with the words 'Advertisement on the buses of Tamilnadu State Transport Corporation (Kumbakonam) Ltd., opening on **16.06.2022**. The cover shall be addressed to the Deputy Manager (Materials-Corporate), Tamilnadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam.

12.0 Tenders should be put before **2.00 PM on 16.06.2022** into the tender box available in the office of the Tamilnadu State Transport Corporation (Kumbakonam) Ltd. Kumbakonam, and will be opened on the same day at **3.00 PM** in the presence of tenderers. No tender will be accepted, received late either by postal or by means of courier service or any other mode.

13.0 Tender not satisfying the aforesaid conditions are liable to be summarily rejected. Should it at any time be discovered that the tenderer had submitted more than one tender for this corporation, but under different Name, all his tenders will be rejected and agreement cancelled with forfeiture of EMD, Security Deposit etc.

ANNEXURE – A

TERMS AND CONDITIONS FOR LICENSING

NOTE:

1. 'Corporation' means Tamilnadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam.
2. 'Licensee' means the tenderer whose tender has been accepted & awarded by the competent authority for the Advertisement at the Backside of Passenger seats of TNSTC (Kumbakonam) Ltd, Kumbakonam Buses
3. 'Licensor' represents the Managing Director of the Tamilnadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam for which the tender has been accepted.

1.0 THE LICENSE

The license is for the display of Advertisement at the Backside of Passenger seats of TNSTC (Kumbakonam) Ltd, **Karaikudi** Buses for which the tenderer has submitted his tender documents.

2.0 NO. OF BUSES

The display advertisement shall be on in **642 buses (as on 31.05.2022)** of Tamilnadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam , **Karaikudi** Region Buses . However if any Shortage/Excess in the Number of buses available at the time of contract will be Considered.

3.0 LOCATION OF ADVERTISEMENT

The display of Advertisement at the Backside of Passenger seats of TNSTC (Kumbakonam) Ltd, **Karaikudi** Region Buses

4.0 MODE OF DISPLAY

a.In Backside of Passenger seats

Provided also that the advertisements shall not be offensive ,obscene or cause for distraction to the passengers

5.0 CONTENT OF DISPLAY

The licensee shall not display such of the posters, figures, sketches etc. Which may exhibit immoral obscene scenery which cause public nuisance and hurt any religious sentiments of the general public. The content of advertisement shall be presentable to society and acceptable as per laws in force by Government Of India\Tamilnadu. The display of advertisement shall also conform to the requirements as per MV Act and Rules in force.

6.0 OBJECTIONABLE DISPLAY

No advertisement shall be displayed which in the opinion of the Managing Director is against any law and offend any religion. Public morality or in defamatory or the display where of is prohibited by any lawful authority and upon the Managing Director requiring the licensee so to do, the licensee shall forthwith withdraw such advertisement and discontinue the display thereof. No advertisement exhibiting directly or indirectly the name or 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.

7.0 DISPLAY APPROVAL

The Licensee shall produce in original the display material to the Corporation at least 15 days in advance of advertisement and obtain prior approval of the Managing Director. The Managing Director reserves the right to reject the display material without assigning any reasons there for.

8.0 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 the Passenger seats and inconvenience to the normal function of the depot. However, if the Advertisement 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 reserves the right of removing such display board with no compensation to the Licensee. The actual expenditure incurred by the corporation for such removal of display boards and the penal rental charges shall be deducted from the security deposit of the licensee and the balance paid after verification of other documents.

9.0 ERECTION, MAINTENANCE, AND REMOVAL OF ADVERTISEMENT

9.1 The licensee shall erect, maintain, and remove when necessary the advertisement under the contract at his own cost as per standards, specifications and other requirements as stipulated by the Corporation.

9.2 The Licensee shall furnish the program of erection of Advertisement at least 15 days in advance to enable the vehicles kept ready. There upon the corporation shall inform the licensee the date, time and place at which the vehicle will be made available for fixing of Advertisement.

9.3 The work of location of Advertisement shall be made in the premises of the Corporation's depot/branch where the vehicles intended for Advertisement are attached and the work of erection should be done in the presence of depot officials during daily maintenance time only under their direct supervision. The buses shall not be allowed to be taken outside or detained other than the maintenance time required for this purpose.

9.4 Authorization of staff employed for purpose of erection of advertisement shall be furnished by Licensee in advance to issue permit passes to allow them inside depot.

9.5 No material and other facilities such as tools, labour etc. shall be provided to the Licensee by the Corporation during the time of erection of Advertisement in the buses.

9.6 The Licensee shall ensure full safety, security during the time of erection of display board in the buses and the Licensee shall not cause any inconvenience to depot function during the time of erection of Advertisement.

9.7 Maintenance of Backside of Passenger seats shall be done neatly by cleaning the backrest once in a week with a suitable material as the case may be or earlier to that period if it is required according to the opinion of the Corporation. Under no circumstance lack of maintenance of display board 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 at 3 days interval each. No bus shall be allowed to be taken outside the depot for the maintenance of advertisement display board.

9.8 Repairs of Backside of Passenger seats shall be attended immediately on issue of notice by the Corporation or within 3 days 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 Advertisement 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.

9.9 The Licensee shall attend the repairs of Advertisement seats under prior intimation to the Branch Manager/Deport Manager with whom the bus is under custody and no Advertisement shall be removed from the depot for purpose of repairs. All repair works should be done only when the vehicle comes for daily routine maintenance or at the time as informed by the Corporation without affecting the utility of that bus. If however the display board is needed to be removed and repaired the same shall be done with prior permission of the Branch Manager/Branch In-charge to whom the bus is attached.

9.10 Removal of Advertisement shall be done by the Licensee under prior intimation to the corporation either with or without replacement. If however the replacement is required, the same shall be done with the prior approval of the Corporation. Removal of Advertisement shall be made during daily maintenance time only without affecting the normal utility of buses intended for advertisement

9.11 In cases when the Advertisement at the Backside of Passenger seats is damaged due to external force like accidents etc, the licensee will be permitted, on application to the Corporation, to replace a fresh Advertisement for the remaining period of the license. The Corporation however is not liable to compensate the licensee for any loss arising out of not Advertisement for any period of time due to any reason or material thereof.

9.12 No work related to Advertisement at the Backside of Passenger seats shall be allowed to be executed inside the premises of the licensor.

9.13 The Licensee shall ensure the full and complete removal of advertisement immediately on the expiry of license without causing any damage to the Passenger Seats and inconvenience to the normal functioning of the depot. If however, any damage is caused to the bus seats during removal of advertisement by the licensee, the cost of such damage shall be collected from the licensee or deducted from the security deposits of the licensee. The cost decided by the Corporation shall be final in this regard.

9.14 The licensee shall obtain a certificate from the competent authority of the corporation for having fitted the advertisement in the Backside of Passenger seats in the buses immediately after the erection work is fully completed in order.

9.15 It shall be sole responsibility of the licensee to obtain all necessary permissions, orders etc. from the statutory authorities in matters concerned with display of advertisement.

10.0 PUBLICITY FOR PROMOTION OF ADVERTISEMENT BUSINESS BY LICENSEE

Any publicity for promotion of advertisement business by the licensee shall be made through media only with prior permission and approval of the same by the Corporation.

11.0-A LICENCE PERIOD:

- i) The Licence period shall be initially for 11 months only.
- ii) The Licence is initially for 11 months only and the same may be extended for further period of 2 spells of 11 months each based on the prompt, punctual and regular payment of licence fee and other charges on the relevant due dates and other performance by the Licensee during the previous agreement period. However the decision of the Managing Director, TNSTC (Kumbakonam) Ltd., Kumbakonam is the final regarding renewal of licence for the subsequent 2 spells.
- iii) However such renewal of agreement is restricted to 2 spells (i.e) two spell renewals only after the initial agreement period of 11 months.
- iv) The agreement for the renewal of the licence shall be executed only after payment of licence fee for the entire existing agreement period.
- v) The License fee amount shall be paid with escalation of 10% for 1st renewal of 11 months and with 10% for the 2nd renewal of 11 months over the previous rate

12.0-B LICENCE FEE PAYMENT

12.1 The term for reckoning license 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. License fee should be paid for all buses of each region of this corporation.

12.2 Three months license fee to be paid by the successful tenderer as Security deposit immediately on receipt of intimation letter from the Licensor and contract agreement should be executed within 15 days with Licensor, after that only Work order will be issued by the Licensor. If the Successful tenderer fails to remit the Security deposit within a week period (7 days) the EMD will be forfeited and action will be initiated to blacklist the tenderer .at the time of execution of the contract agreement. If the successful tenderer fails to execute the agreement or fails to pay the advance monthly licence fee or fails to continue till the full contract period, the EMD will be forfeited. Security deposit will be refunded only after the successful completion of the entire contract period.

12.3 License fee for the next month shall be paid by means of Demand draft in advance on or before **5th of every month** from the commencement of the contract period. If the licensee is not paid the license fees within 5th of the month , interest at the rate of **18%** per annum will be collected along with the license fee from the upto **25th of that month**, If not action will be initiated to terminate the contract besides forfeiting the EMD and Security Deposit .

12.4 No claim from licensee shall be entertained for waiving or remission of license fee during the period of contract unless the vehicle is withdrawn from the fleet strength of the corporation without replacement.

13.0 PAYMENT OF TAXES, FEES, CHARGES ETC.

13.1 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 Licensor shall forfeit the rights of display forthwith with no compensation whatsoever for the purpose.

13.2 The licensee shall produce the receipts of payment in original as evidence for having paid all taxes, fees, charges, levies etc. as per demand made by concerned statutory bodies 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 no compensation to the licensee.

13.3. The licensee shall pay the fees towards obtaining permission from the Regional Transport Authority as per M. V. Act for the display of advertisement in the Backside of Passenger seats of the Buses in advance to this Corporation at the time of executing the agreement.

13.4. The Licensee shall pay the **GST** as applicable (at present 18%) with the advertisement fees by Demand draft on or before **5th of every month** to the Licensor.

14.0 THE LIABILITY OF CONTRACTOR IN TAKING THIRD PARTY INSURANCE:

The licensee shall arrange for taking third party(for the Service personnel of the Licensee) insurance to a coverage of at least **Rs.30,000/-** per person for the entire period of agreement and produce evidence in original, failing which the corporation is at liberty to arrange for the same from the security deposit made by him. In such case, the licensee shall pay back the corporation the above sum paid by corporation with interest at the rate of 18% per annum within 30 days of notice failing which, such action of neglect by the licensee shall be considered as violation of agreement and accordingly the contract shall become ceased forthwith with no compensation whatsoever to the licensee.

15.0 LEGAL COVENANT

15.1 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 in the buses of the corporation under this main contract.

15.2 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 in the buses of the corporation by the licensee under this deed.

15.3 The licensee shall indemnify of the corporation from any covenant either monetary or otherwise that may be arise due to damages caused to others by virtue of the display of the Advertisement either in the form of property loss or loss of life etc.

15.4 The licensee shall indemnify the licensor from all legal covenants and from any claim by any party that may arise due to damages/losses caused by the display of advertisement either by way of incident or accidents or otherwise during the period of license deed.

15.5 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 at the Backside of Passenger seats in the buses covered under this license deed.

16.0 PLEDGING, SELLING, CREATING CHARGES 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.

17.0 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 purposes to enable them display their advertisement under a separate agreement between the licensee and the sub-licensee, which shall not in any way a binding on the part of the corporation and outside the purview of this main contract.

18.0 CANCELLATION OF LICENCE

18.1 The licensor shall not be responsible for any discontinuance of advertisement display under the deed caused under instruction 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.

18.2 In the event of such discontinuation, the licensor shall arrange to refund the Security deposit of the license period to the licensee after the notice of such cancellation after deducting any dues payable to the corporation by the licensee including any statutory levies payable to the local bodies, state and central government.

19.0 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 or 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 license and take possession on behalf of license of all advertisements than being displayed under this deed and the license shall become property of the Managing Director to recover all sum then due hereunder and damage in respect of any breach or default on the part.

20.0. NOTICE OF TERMINATION OF CONTRACT

If during the period of this license, the licensee makes default in paying any amount due to the 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 anytime thereafter to terminate this deed by giving to the licensee 15 days notice in writing to expire at any time of his intention to terminate this license 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 reserve the right of terminating the license deed if the licensee deed if the licensee is found to have been black-listed in the past either by State/Central Government or Government undertaking for the purpose of advertisement display right with no compensation to licensee. All advances including display boards shall be recovered by Licensor with no compensation to the licensee in the event of above.

21.0 FINAL DECISION IN MATTER OF DISPUTE:

The decision of the Managing Director of this Corporation shall be final and binding the Licensee in any matter of dispute.

22.0 INSTITUTING LEGAL PROCEEDINGS IN THE COURT:

Any legal proceedings arises between the parties of deed shall have to be instituted in the Court situated in the place where the headquarters of this Corporation is located and nowhere else. No other court shall have jurisdiction to entertain dispute arising out of this deed.

23.0 GENERAL:

The Terms and conditions prescribed herein for Tender offer and licensing the right for display of Advertisement in the backside of Bus seats of TNSTC (Kumbakonam) Ltd, Kumbakonam .Karaikudi Region Buses are only illustrative in nature and not exhaustive. The licensor further reserve the right to include, exclude, modify, amend change the terms and conditions are required at the time of actual execution of license deed, or during the contract period.

MANAGING DIRECTOR

**Tamilnadu State Transport Corporation, (Kumbakonam) Ltd.,
Kumbakonam 612 001.**

ANNEXURE – B- Karaikudi Region.

1	Schedule for Licensing of	As per Tender No. 1/2022-2023 dt: 25.05.2022. for Licensing of right of displaying Advertisement at the Backside of Passenger seats of TNSTC(Kumbakonam)Ltd,Kumbakonam buses.
2	Name of the Tenderer	
3	Address of the Tenderer	
4	Conditions	1.Rates quoted per bus for per month towards license fees exclusive of Levies, MVI Tax, GST, Other Charges etc. payable to local bodies ,State & Central Government or any other authorized statutory bodies etc. for each bus per month.

Rates quoted per bus per month in Rs.

Category Description of License	Number of buses in Karaikudi Region	Rates quoted per bus per month in Rs. (excluding GST18%)	Percentage of GST applicable
Displaying Advertisement at the backside of Passenger Seats	642 (as on 31.05.22)	Rs.	

Acceptance:

I/We also accept to pay the GST amount (or) any other statutory bodies applicable to the Corporation along with the license fee. I/We thoroughly read terms and conditions mentioned by the Corporation. I/We hereby agree to take over on license the right displaying advertisements on Tamilnadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam buses in each category as above. I/We enclosed a DD drawn for **Rs. 10,000/-(Rupees Ten Thousand only)** in favour of M/S Tamilnadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam -612001 payable at Kumbakonam towards Earnest Money Deposit.

DD No./Date:

Signature of Tenderer

DD Value:

Bank Name:

Name (in BLOCK LETTERS)

TENDER CHECK SLIP

1. Name of Tenderer :
2. Full address :
3. Region for which
tender offered :
4. Earnest Money deposit amount paid :
5. EMD – Demand draft details :
- Name of Bank :
- Branch :
- Dated :
6. Income Tax clearance
certificate enclosed :
7. Signature affixed in all pages of
Tender, corrections letters of
Tender offer etc.
8. GST IN No. : :

TESTIMONIAL OF TENDERER

1. Name (Registered/Unregistered) :

2. Full Address (a) Permanent :

(b) Correspondence :

3. Whether Company / Firm /

Individual / Others.

(If firm names and addresses of

of all partners, if company name

and addresses of Directors /

Managing Director) :

4. Statutory Status :

5. Nature of business held :

6. GST IN.No. :

7. Pan Card No. & Copy :

8. Previous Experience in display of

Advertisement in Transport Corporation

Buses (with a copy of work contract & :

Remittance of license fees.) :

9. Financial status

10. Branches if any:-

(Details with address to be furnished) :

11. Banker's Name and Address :

12. Other Bio-Data and particulars if any :

**TAMILNADU STATE TRANSPORT CORPORATION
(KUMBAKONAM) LTD., KUMBAKONAM 612001.
DISPLAY OF ADVERTISEMENT IN THE BACKSIDE OF PASSENGER SEATS**

GENERAL CONDITIONS OF TENDER AND INSTRUCTION TO TENDERERS

1.0 Tamil Nadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam is registered under the Indian Companies Act, 1956 and functioning under the overall control of the Government of Tamil Nadu to provide bus facilities in Pudukottai Region total number of buses available at present (as on 31.05.2022) is detailed below :

Region	No. of Buses
Pudukottai	420

2.0 Tamil Nadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam is an independent organization with the Board of Directors appointed by the Government of Tamil Nadu.

3.0 A full time Managing Director appointed by the Government looks after the day-to-day administration of this Corporation.

4.0 TENDER CONDITIONS

4.1 The Tender called for herein is for licensing the rights for the Display of Advertisement at the Backside of Passenger Seats of TNSTC (Kumbakonam) Ltd, Kumbakonam. Pudukottai Region Buses subject to the terms and conditions of the contract given in

Annexure – 'A'.

4.2 Tenderers shall quote the total amount for the entire Buses exclusive of taxes, Other fees & charges etc. payable to the local bodies, State Government, Central Government etc. for the display of Advertisement at the Backside of Passenger Seats of TNSTC (Kumbakonam) Ltd, Kumbakonam, Pudukottai Region Buses .If however, there is any shortage/excess in No. of buses available at the time of agreement deduction/addition of contract sum of pro-rata basis shall be allowed. Tenderers shall quote specifically for all vehicles attached to this Corporation, otherwise the tenders offered will be summarily rejected.

The buses for advertisement display purposes shall be made available 'As it is' condition only. No addition, alteration, including facelift etc.

4.3. Tenderers must have registered under GST. The certified copy of the GST IN Registration certificate should be enclosed along with Tender otherwise tender is liable for rejection.

4.4.

- a. Tender must be submitted with all conditions in the form given at Annexure-B issued in the tender documents and should be duly signed in each page failing which the offers are liable to be rejected. Incomplete tender will also be rejected.
- b. Tender should be presented in the prescribed form only and tenders presented in other forms shall be summarily rejected.
- c. Tender form issued to Tenderers are not transferable.
- d. 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 among the two will be considered as the offer on the part of the tenderers. The fact of the same will be recorded in tender document by the committee members of the tender opening committee
- e. All pages including corrections made in the tender must be signed by the tenderer.
- f. If the tenderer is willing to make special offers, must be typewritten on the tenderer's letter heads and all such accompaniments must bear the full signature of the tenderer on every page.
- g. Conditional offers made in the tender are liable to be rejected.
- h. Offers made by a tenderer who have already been black listed either by State/Central Government or Government undertakings shall be summarily rejected.
- i. Tenderer must have experience in the field of Advertisement in buses of Transport Corporation and copy of any work contract given by Transport Corporation should be enclosed along with the tenderer or otherwise the tender will be rejected.
- j. The tender must be dated and signed by the tenderer at the space provided in Annexure-B.

5.0. EARNEST MONEY DEPOSIT

5.1 Every tender must be accompanied by Earnest Money Deposit for **Rs.10,000(Rupees Ten Thousand only)** by means of Demand Draft drawn from a nationalized bank or scheduled bank payable at Kumbakonam in favour of Tamilnadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam 612 001.

5.2 No interest will be allowed on the Earnest Money Deposit.

5.3 The Earnest Money Deposit received from unsuccessful tenderers will be refunded only after the finalization of the tender.

5.4 Tender should be accompanied with the latest income tax clearance certificate of the Tenderer. Otherwise tenders is liable for rejection

6.0 FORFEITURE OF E.M.D

6.1 The Earnest Money furnished by a tenderer is liable to be forfeited & the tender will be rejected without notice under the following circumstances:

- k. If a tenderer withdraws his offer after its opening but before the expiry of the period of validity mentioned in clause No.10, hereinafter, or/and,
- l. If the successful tenderer fails to pay the advance license fees as in clause No:7 hereinafter or/and,
- m. If the successful tenderer fails to remit the license fee in time as per clause No: 13 of the terms and conditions of contract; or/and
- n. If the successful tenderer fails to execute the written deed in proper manner and on stamp paper of appropriate value with this corporation within 15 days from the date of issue of letter of acceptance for the commencement of license by the Corporation or/and,
- o. 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 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 this corporation.

7.0 SECURITY DEPOSIT

The Successful tenderer should remit Three months license fee amount as Security Deposit in the form of a Demand Draft in favour of Tamil Nadu State Transport Corporation (Kumbakonam) Ltd,Kumbakonam-612001,payable at Kumbakonam, drawn on any Nationalized Bank at the time of executing the agreement failing which the license will not be issued.

8.0 SOLVENCY CERTIFICATE

- a. The successful tenderer shall before entering into the deed furnish a solvency certificates to the amount required by this corporation at the time of execution of the agreement if required by this Corporation .
- b. The security deposit shall not carry any interest and shall be refunded only on production of No. objection Certificate from the concerned authority of local body and other statutory bodies as the case may be on expiry of license period.

9.0 This Corporation is not bound to accept the highest or any other rates and reserves the right to reject any or all tenders without assigning any reason what so ever.

10.0 The offers submitted shall remain open and valid for acceptance of the Managing Director for a period of three months from the date fixed for opening of tenders

11.a The Tenderers are requested to simultaneously submit two separate sealed covers. The **First cover** (Technical Bid) should contain

- i) Demand draft towards EMD for **Rs.10,000 (Rupees Ten Thousand)**
- ii) Testimonial of the Tenderer
- ix) Tender Check Slip
- x) Annexure A duly signed
- xi) Any other information the tenderer would like to state with proper Evidence.

The **Second cover** (Commercial Bid) **Annexure B** should contain the offer which will be opened only if the tenders are found qualified to execute the tender.

b) Tenders must be submitted in sealed envelope only superscribed with the words 'Advertisement on the buses of Tamilnadu State Transport Corporation (Kumbakonam) Ltd., opening on **16.06.2022**. The cover shall be addressed to the Deputy Manager (Materials-Corporate), Tamilnadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam.

12.0 Tenders should be put before **2.00 PM on 16.06.2022** into the tender box available in the office of the Tamilnadu State Transport Corporation (Kumbakonam) Ltd.Kumbakonam, and will be opened on the same day at **3.00 PM** in the presence of tenderers. No tender will be accepted, received late either by postal or by means of courier service or any other mode.

13.0 Tender not satisfying the aforesaid conditions are liable to be summarily rejected. Should it at any time be discovered that the tenderer had submitted more than one tender for this corporation, but under different Name, all his tenders will be rejected and agreement cancelled with forfeiture of EMD, Security Deposit etc.

ANNEXURE – A

TERMS AND CONDITIONS FOR LICENSING

NOTE:

1. 'Corporation' means Tamilnadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam.
2. 'Licensee' means the tenderer whose tender has been accepted & awarded by the competent authority for the Advertisement at the Backside of Passenger seats of TNSTC (Kumbakonam) Ltd, Kumbakonam Buses
3. 'Licensor' represents the Managing Director of the Tamilnadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam for which the tender has been accepted.

1.0 THE LICENSE

The license is for the display of Advertisement at the Backside of Passenger seats of TNSTC (Kumbakonam) Ltd, Pudukottai Buses for which the tenderer has submitted his tender documents.

2.0 NO. OF BUSES

The display advertisement shall be on in 420 buses (as on 31.05.2022) of Tamilnadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam , Pudukottai Region Buses . However if any Shortage/Excess in the Number of buses available at the time of contract will be Considered.

3.0 LOCATION OF ADVERTISEMENT

The display of Advertisement at the Backside of Passenger seats of TNSTC (Kumbakonam) Ltd, Pudukottai Region Buses

4.0 MODE OF DISPLAY

a.In Backside of Passenger seats

Provided also that the advertisements shall not be offensive ,obscene or cause for distraction to the passengers

5.0 CONTENT OF DISPLAY

The licensee shall not display such of the posters, figures, sketches etc. Which may exhibit immoral obscene scenery which cause public nuisance and hurt any religious sentiments of the general public. The content of advertisement shall be presentable to society and acceptable as per laws in force by Government Of India\Tamilnadu. The display of advertisement shall also conform to the requirements as per MV Act and Rules in force.

6.0 OBJECTIONABLE DISPLAY

No advertisement shall be displayed which in the opinion of the Managing Director is against any law and offend any religion. Public morality or in defamatory or the display where of is prohibited by any lawful authority and upon the Managing Director requiring the licensee so to do, the licensee shall forthwith withdraw such advertisement and discontinue the display thereof. No advertisement exhibiting directly or indirectly the name or 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.

7.0 DISPLAY APPROVAL

The Licensee shall produce in original the display material to the Corporation at least 15 days in advance of advertisement and obtain prior approval of the Managing Director. The Managing Director reserves the right to reject the display material without assigning any reasons there for.

8.0 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 the Passenger seats and inconvenience to the normal function of the depot. However, if the Advertisement 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 reserves the right of removing such display board with no compensation to the Licensee. The actual expenditure incurred by the corporation for such removal of display boards and the penal rental charges shall be deducted from the security deposit of the licensee and the balance paid after verification of other documents.

9.0 ERECTION, MAINTENANCE, AND REMOVAL OF ADVERTISEMENT

9.1 The licensee shall erect, maintain, and remove when necessary the advertisement under the contract at his own cost as per standards, specifications and other requirements as stipulated by the Corporation.

9.2 The Licensee shall furnish the program of erection of Advertisement atleast 15 days in advance to enable the vehicles kept ready. There upon the corporation shall inform the licensee the date, time and place at which the vehicle will be made available for fixing of Advertisement.

9.3 The work of location of Advertisement shall be made in the premises of the Corporation's depot/branch where the vehicles intended for Advertisement are attached and the work of erection should be done in the presence of depot officials during daily maintenance time only under their direct supervision. The buses shall not be allowed to be taken outside or detained other than the maintenance time required for this purpose.

9.4 Authorization of staff employed for purpose of erection of advertisement shall be furnished by Licensee in advance to issue permit passes to allow them inside depot.

9.5 No material and other facilities such as tools, labour etc. shall be provided to the Licensee by the Corporation during the time of erection of Advertisement in the buses.

9.6 The Licensee shall ensure full safety, security during the time of erection of display board in the buses and the Licensee shall not cause any inconvenience to depot function during the time of erection of Advertisement.

9.7 Maintenance of Backside of Passenger seats shall be done neatly by cleaning the backrest once in a week with a suitable material as the case may be or earlier to that period if it is required according to the opinion of the Corporation. Under no circumstance lack of maintenance of display board 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 at 3 days interval each. No bus shall be allowed to be taken outside the depot for the maintenance of advertisement display board.

9.8 Repairs of Backside of Passenger seats shall be attended immediately on issue of notice by the Corporation or within 3 days 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 Advertisement 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.

9.9 The Licensee shall attend the repairs of Advertisement seats under prior intimation to the Branch Manager/Deport Manager with whom the bus is under custody and no Advertisement shall be removed from the depot for purpose of repairs. All repair works should be done only when the vehicle comes for daily routine maintenance or at the time as informed by the Corporation without affecting the utility of that bus. If however the display board is needed to be removed and repaired the same shall be done with prior permission of the Branch Manager/Branch In-charge to whom the bus is attached.

9.10 Removal of Advertisement shall be done by the Licensee under prior intimation to the corporation either with or without replacement. If however the replacement is required, the same shall be done with the prior approval of the Corporation. Removal of Advertisement shall be made during daily maintenance time only without affecting the normal utility of buses intended for advertisement

9.11 In cases when the Advertisement at the Backside of Passenger seats is damaged due to external force like accidents etc, the licensee will be permitted, on application to the Corporation, to replace a fresh Advertisement for the remaining period of the license. The Corporation however is not liable to compensate the licensee for any loss arising out of not Advertisement for any period of time due to any reason or material thereof.

9.12 No work related to Advertisement at the Backside of Passenger seats shall be allowed to be executed inside the premises of the licensor.

9.13 The Licensee shall ensure the full and complete removal of advertisement immediately on the expiry of license without causing any damage to the Passenger Seats and inconvenience to the normal functioning of the depot. If however, any damage is caused to the bus seats during removal of advertisement by the licensee, the cost of such damage shall be collected from the licensee or deducted from the security deposits of the licensee. The cost decided by the Corporation shall be final in this regard.

9.14 The licensee shall obtain a certificate from the competent authority of the corporation for having fitted the advertisement in the Backside of Passenger seats in the buses immediately after the erection work is fully completed in order.

9.15 It shall be sole responsibility of the licensee to obtain all necessary permissions, orders etc. from the statutory authorities in matters concerned with display of advertisement.

10.0 PUBLICITY FOR PROMOTION OF ADVERTISEMENT BUSINESS BY LICENSEE

Any publicity for promotion of advertisement business by the licensee shall be made through media only with prior permission and approval of the same by the Corporation.

11.0-A LICENCE PERIOD:

- i) The Licence period shall be initially for 11 months only.
- ii) The Licence is initially for 11 months only and the same may be extended for further period of 2 spells of 11 months each based on the prompt, punctual and regular payment of licence fee and other charges on the relevant due dates and other performance by the Licensee during the previous agreement period. However the decision of the Managing Director, TNSTC (Kumbakonam) Ltd., Kumbakonam is the final regarding renewal of licence for the subsequent 2 spells.
- iii) However such renewal of agreement is restricted to 2 spells (i.e) two spell renewals only after the initial agreement period of 11 months.
- iv) The agreement for the renewal of the licence shall be executed only after payment of licence fee for the entire existing agreement period.
- v) The License fee amount shall be paid with escalation of 10% for 1st renewal of 11 months and with 10% for the 2nd renewal of 11 months over the previous rate

12.0-B LICENCE FEE PAYMENT

12.1 The term for reckoning license 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. License fee should be paid for all buses of each region of this corporation.

12.2 Three months license fee to be paid by the successful tenderer as Security deposit immediately on receipt of intimation letter from the Licensor and contract agreement should be executed within 15 days with Licensor, after that only Work order will be issued by the Licensor. If the Successful tenderer fails to remit the Security deposit within a week period (7 days) the EMD will be forfeited and action will be initiated to blacklist the tenderer .at the time of execution of the contract agreement. If the successful tenderer fails to execute the agreement or fails to pay the advance monthly licence fee or fails to continue till the full contract period, the EMD will be forfeited. Security deposit will be refunded only after the successful completion of the entire contract period.

12.3 License fee for the next month shall be paid by means of Demand draft in advance on or before **5th of every month** from the commencement of the contract period. If the licensee is not paid the license fees within 5th of the month , interest at the rate of **18%** per annum will be collected along with the license fee from the upto **25th of that month**, If not action will be initiated to terminate the contract besides forfeiting the EMD and Security Deposit .

12.4 No claim from licensee shall be entertained for waiving or remission of license fee during the period of contract unless the vehicle is withdrawn from the fleet strength of the corporation without replacement.

13.0 PAYMENT OF TAXES, FEES, CHARGES ETC.

13.1 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 Licensor shall forfeit the rights of display forthwith with no compensation whatsoever for the purpose.

13.2 The licensee shall produce the receipts of payment in original as evidence for having paid all taxes, fees, charges, levies etc. as per demand made by concerned statutory bodies 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 no compensation to the licensee.

13.3. The licensee shall pay the fees towards obtaining permission from the Regional Transport Authority as per M. V. Act for the display of advertisement in the Backside of Passenger seats of the Buses in advance to this Corporation at the time of executing the agreement.

13.4.The Licensee shall pay the **GST** as applicable (at present 18%) with the advertisement fees by Demand draft on or before 5th of every month to the Licensor.

14.0 THE LIABILITY OF CONTRACTOR IN TAKING THIRD PARTY INSURANCE:

The licensee shall arrange for taking third party(for the Service personnel of the Licensee) insurance to a coverage of at least **Rs.30,000/-** per person for the entire

period of agreement and produce evidence in original, failing which the corporation is at liberty to arrange for the same from the security deposit made by him. In such case, the licensee shall pay back the corporation the above sum paid by corporation with interest at the rate of 18% per annum within 30 days of notice failing which, such action of neglect by the licensee shall be considered as violation of agreement and accordingly the contract shall become ceased forthwith with no compensation whatsoever to the licensee.

15.0 LEGAL COVENANT

15.1 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 in the buses of the corporation under this main contract.

15.2 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 in the buses of the corporation by the licensee under this deed.

15.3 The licensee shall indemnify of the corporation from any covenant either monetary or otherwise that may be arise due to damages caused to others by virtue of the display of the Advertisement either in the form of property loss or loss of life etc.

15.4 The licensee shall indemnify the licensor from all legal covenants and from any claim by any party that may arise due to damages/losses caused by the display of advertisement either by way of incident or accidents or otherwise during the period of license deed.

15.5 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 at the Backside of Passenger seats in the buses covered under this license deed.

16.0 PLEDGING, SELLING, CREATING CHARGES 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.

17.0 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 purposes to enable them display their advertisement under a separate agreement between the licensee and the sub-licensee, which shall not in any way a binding on the part of the corporation and outside the purview of this main contract.

18.0 CANCELLATION OF LICENCE

18.1 The licensor shall not be responsible for any discontinuance of advertisement display under the deed caused under instruction 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.

18.2 In the event of such discontinuation, the licensor shall arrange to refund the Security deposit of the license period to the licensee after the notice of such cancellation after deducting any dues payable to the corporation by the licensee including any statutory levies payable to the local bodies, state and central government.

19.0 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 or 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 license and take possession on behalf of license of all advertisements then being displayed under this deed and the license shall become property of the Managing Director to recover all sum then due hereunder and damage in respect of any breach or default on the part.

20.0. NOTICE OF TERMINATION OF CONTRACT

If during the period of this license, the licensee makes default in paying any amount due to the 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 anytime thereafter to terminate this deed by giving to the licensee 15 days notice in writing to expire at any time of his intention to terminate this license 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 reserve the right of terminating the license deed if the licensee deed if the licensee is found to have been black-listed in the past either by State/Central Government or Government undertaking for the purpose of advertisement display right with no compensation to licensee. All advances including display boards shall be recovered by Licensor with no compensation to the licensee in the event of above.

21.0 FINAL DECISION IN MATTER OF DISPUTE:

The decision of the Managing Director of this Corporation shall be final and binding the Licensee in any matter of dispute.

22.0 INSTITUTING LEGAL PROCEEDINGS IN THE COURT:

Any legal proceedings arises between the parties of deed shall have to be instituted in the Court situated in the place where the headquarters of this Corporation is located and no where else. No other court shall have jurisdiction to entertain dispute arising out of this deed.

23.0 GENERAL:

The Terms and conditions prescribed herein for Tender offer and licensing the right for display of Advertisement in the Backside of Passenger seats of TNSTC (Kumbakonam) Ltd, Kumbakonam .Pudukottai Region Buses are only illustrative in nature and not exhaustive. The licensor further reserve the right to include, exclude, modify, amend change the terms and conditions are required at the time of actual execution of license deed, or during the contract period.

MANAGING DIRECTOR

**Tamilnadu State Transport Corporation, (Kumbakonam) Ltd.,
Kumbakonam 612 001.**

ANNEXURE – B- Pudukottai Region.

1	Schedule for Licensing of	As per Tender No. 1/2022-2023 dt: 25.05.2022. for Licensing of right of displaying Advertisement at the Backside of Passenger seats of TNSTC(Kumbakonam)Ltd,Kumbakonam buses.
2	Name of the Tenderer	
3	Address of the Tenderer	
4	Conditions	1.Rates quoted per bus for per month towards license fees exclusive of Levies, MVI Tax, GST, Other Charges etc. payable to local bodies ,State & Central Government or any other authorized statutory bodies etc. for each bus per month.

Rates quoted per bus per month in Rs.

Category Description of License	Number of buses in Pudukottai Region	Rates quoted per bus per month in Rs. (excluding GST18%)	Percentage of GST applicable
Displaying Advertisement at the backside of Passenger Seats	420 (as on 31.05.22)	Rs.	

Acceptance:

I/We also accept to pay the GST amount (or) any other statutory bodies applicable to the Corporation along with the license fee. I/We thoroughly read terms and conditions mentioned by the Corporation. I/We hereby agree to take over on license the right displaying advertisements on Tamilnadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam buses in each category as above. I/We enclosed a DD drawn for **Rs. 10,000/-(Rupees Ten Thousand only)** in favour of M/S Tamilnadu State Transport Corporation (Kumbakonam) Ltd., Kumbakonam -612001 payable at Kumbakonam towards Earnest Money Deposit.

DD No./Date:

Signature of Tenderer

DD Value:

Bank Name:

Name (in BLOCK LETTERS)

TENDER CHECK SLIP

1. Name of Tenderer :
2. Full address :
3. Region for which
tender offered :
4. Earnest Money deposit amount paid :
5. EMD – Demand draft details :

Name of Bank :

Branch :

Dated :
6. Income Tax clearance
certificate enclosed :
7. Signature affixed in all pages of
Tender, corrections letters of
Tender offer etc.
8. GST IN No. : :

TESTIMONIAL OF TENDERER

1. Name (Registered/Unregistered) :

2. Full Address (a) Permanent :

(b) Correspondence :

3. Whether Company / Firm /

Individual / Others.

(If firm names and addresses of

of all partners, if company name

and addresses of Directors /

Managing Director) :

4. Statutory Status :

5. Nature of business held :

6. GST IN.No. :

7. Pan Card No. & Copy :

8. Previous Experience in display of

Advertisement in Transport Corporation

Buses (with a copy of work contract & :

Remittance of license fees.) :

9. Financial status

10. Branches if any:-

(Details with address to be furnished) :

11. Banker's Name and Address :

12. Other Bio-Data and particulars if any :