

TAMILNADU STATE TRANSPORT CORPORATION (CBE) LTD, COIMBATORE,
37, METTUPALAYAM ROAD, COIMBATORE- 641 043
TENDER SCHEDULE FOR ADVERTISEMENT IN BUSES ON
BACKSIDE OF PASSENGER SEAT AND PROVIDING HANDLES FOR STANDING
PASSENGER AND ADVERTISING ON THEM, IN THE BUSES PLYING IN
COIMBATORE / OOTY / TIRUPPUR / ERODE- REGION

(List of Branches enclosed)

LICENSING THE RIGHTS FOR DISPLAY OF 1)ADVERTISEMENT ON BUSES BY FIXING STICKERS ON THE BACKSIDE OF PASSENGER SEAT IN ALL TYPE OF BUSES, a) TOWN-RED BUSES, b) TOWN-ORD BUSES, c) MFL BUSES AND

2) PROVIDING STANDING PASSENGER HANDLES INSIDE BUSES AND ADVERTISING ON THEM FOR A SIZE OF 4½“ X 3” IN EACH HANDLE, PLYING IN COIMBATORE / OOTY / TIRUPPUR / ERODE REGION OF TAMILNADU STATE TRANSPORT CORPORATION (COIMBATORE) LTD., COIMBATORE-43

SL No	Branches	No. of Buses		EMD
1	PART –I Coimbatore & Tiruppur Region Town & Mofussil buses attached with, Maruthamalai, Ondipudur-I & II, Ukkadam-I & II Pollachi-I, II & III, Valparai, Dharapuram, Palani-I & II, Udumalpet .	Town ord	323	Rs.3,00,000/-
		Town red bus	83	
		MFL	382	
		Total	788	
2	PART – II Coimbatore Region Town & Moffussil buses attached with Sungam I & II, Annur, Mettupalayam I & II, Sulur, Karumathampatty, Uppilipalayam and HO Branch.	Town ord	186	Rs.3,00,000/-
		Town red bus	97	
		MFL	185	
		Total	468	
3	PART – III Erode Region Town & Moffussil buses attached with Erode I,II & III, Bhavani, Karur, Perundurai, Kodumudi, Kavandapadi, Gobi, Nambiyur, Sathy, Anthiyur and Thalavadi.	Town ord	304	Rs.3,00,000/-
		Town red bus	0	
		MFL	420	
		Total	724	
4	PART - IV Ooty Region and Tiruppur Region Town & Moffussil buses attached with Ooty I & II, Gudalur, Coonoor, Kothagiri, Tiruppur – I & II, Palladam and Kangeyam	Town ord	178	Rs.3,00,000/-
		Town red bus	0	
		MFL	401	
		Total	579	

LAST DATE AND TIME OF SUBMISSION: 12.08.2022 / 3.00 pm

TAMILNADU STATE TRANSPORT CORPORATION (CBE) LTD., COIMBATORE-43					
DETAILS OF BRANCHES AND BUSES					
SL.No	BRANCH	SCHEDULED FLEET			
		TOWN		MFL	Total
		ORD	RED	TOTAL	
PART - I					
1	OPR - 1	41	27	5	73
2	OPR - 2		2	50	52
3	UKM-1	21	23	25	69
4	UKM-2	54	14	8	76
5	MMI	19	17	2	38
6	POY-1	34		26	60
7	POY-2	34		33	67
8	POY-3	33		29	62
9	VLP			38	38
10	DPM	30		45	75
11	PLN-1	0		47	47
12	PLN-2	0		37	37
13	UDT	57		37	94
TOTAL		323	83	382	788
PART - II					
1	SUNG-1	23	13	26	62
2	SUNG-2	32	30	5	67
3	ANNUR	32	11	8	51
4	MTP-1	31		31	62
5	MTP-2	0	0	53	53
6	SULUR	29	10	1	40
7	KMPT	18	22	3	43
8	UPLM			36	36
9	HO.BR.	21	11	22	54
TOTAL		186	97	185	468

TAMILNADU STATE TRANSPORT CORPORATION (CBE) LTD., COIMBATORE-43					
DETAILS OF BRANCHES AND BUSES					
SL.No	BRANCH	SCHEDULED FLEET			
		TOWN		MFL	Total
		ORD	RED	TOTAL	
PART - III					
1	ERODE-1	21		31	52
2	ERODE-2	15		44	59
3	ERODE-3	17		37	54
4	BHAVANI	33		28	61
5	KARUR			37	37
6	PERUNDURAI	35		14	49
7	KODUMUDI	15		6	21
8	KAVANDAPADI	39		25	64
9	GOBI	37		47	84
10	NAMBIYUR	46		21	67
11	SATHY	25		57	82
12	ANTHIYUR	20		56	76
13	THALAVADI	1		17	18
TOTAL		304	0	420	724
PART - IV					
1	OOTY-1	0	0	64	64
2	OOTY-2	6	0	56	62
3	CNR	5	0	53	58
4	KTG	0	0	55	55
5	GDR	0	0	44	44
6	TPR-1	44		45	89
7	PDM	51		19	70
8	TPR-2	27		30	57
9	KGM	45		35	80
TOTAL		178	0	401	579

TAMILNADU STATE TRANSPORT CORPORATION (CBE)Ltd., CBE-43

TENDER NOTICE NO. 16 /2022-2023

TENDER SCHEDULE SOLD TO:

GENERAL CONDITIONS

1. The tender consists of Technical Bid and Commercial Bid in the prescribed form.
2. The tenderer should submit the tender for each part separately (Coimbatore & Tiruppur Region – Part – I, Coimbatore Region – Part – II, Erode Region – Part – III & Ooty & Tiruppur Region – Part – IV).
3. The tenderer shall furnish two bids (a) Technical Bid (b) Commercial Bid in two separate covers duly superscribed in the respective cover properly and lodge them in one outer cover.
4. Both the bids shall not be clubbed in one cover.
5. The prescribed format for Technical Bid is given in Schedule-I and the Commercial Bid in Schedule-II of the tender schedule.
6. The Technical Bid shall be opened first and short listed to ascertain the eligible tenderers and then offer containing the Commercial Bid in respect of successful Technical Bidders shall be opened for further processing on the specific day which will be informed by TNSSTC.
7. Failure to submit the bids in two covers shall result in rejection of the tender summarily. The tender for Technical Bid shall be opened by the Tender Opening Committee in the presence of tender participants.
8. Only one participant, the Tenderer or Authorized person of each tender will be allowed to Participate in the opening of the tender (Technical & Commercial Bid). Evidence for representing the concerned firm to be produced ie, authorization letter of concerned firm TNSSTC receipt for purchasing the respective tender schedule if purchased from TNSSTC to be produced at the time of entrance of Tender opening hall.
9. D.D for EMD and all other relevant documents, certificates shall be enclosed along with Technical Bid only, for evaluation of eligibility.
10. The downloaded Tender Schedule, from website should accompany a Demand Draft for Rs.16800/- (Rupees Sixteen thousand eight hundred only) for each “PART” along with Technical Bid for the cost of tender Schedule failing which the commercial bid will not be opened .
11. All pages should be signed and submitted with the Technical and commercial bids.
12. The Tender submitted by the Blacklisted contractors will be summarily rejected.
13. Tenderers are requested to go through the terms and conditions thoroughly before filing the Technical and Commercial bid. The language of the tender shall be in English or Tamil.
14. Cell phones are not allowed inside the tender opening hall.

Signature of Tenderer

MANAGING DIRECTOR

TAMILNADU STATE TRANSPORT CORPORATION(CBE)Ltd CBE-43

SCHEDULE-I TECHNICAL BID

(To be submitted in a separate cover superscribed along with EMD for each Part)

ANNEXURE-I

LICENSING THE RIGHTS FOR DISPLAY OF 1)ADVERTISEMENT ON BUSES BY FIXING STICKERS ON THE BACKSIDE OF PASSENGER SEAT IN ALL TYPE OF BUSES, a) TOWN-RED BUSES, b) TOWN-ORD BUSES, c) MFL BUSES AND
2) PROVIDING STANDING PASSENGER HANDLES INSIDE BUSES AND ADVERTISING ON THEM FOR A SIZE OF 4½“ X 3” IN EACH HANDLE, PLYING IN COIMBATORE / OOTY / TIRUPPUR / ERODE REGION OF TAMILNADU STATE TRANSPORT CORPORATION (COIMBATORE) LTD., COIMBATORE-43

The tenderer should have the following pre-qualification:

Sl.No.	Description	Minimum requirement	To furnish (Copies to be enclosed with technical Bid.)
1.	Status of the tender	Should be a registered Establishment	Certificate of Registration / SSI Certificate issued by the state Government.
2.	Experience	Atleast 1 year experience in the advertisement field	List of experience with certificates obtained from previous Organisation / Departments

Signature of the Tenderer

Seal:

Date

ANNEXURE-II
(Certificates to be enclosed with Technical Bid)

1) Information about the firm

- i)
 - a) Name of the firm
 - b) Address of the registered office
 - c) Telephone No.
 - d) Telegraphic Code
 - e) Cell phone (with Name & Designation)
 - f) Fax No.

ii) Capital employed in Rs.

iii) Number of employees

iv) Firm constitution :

a) Proprietor

b) Partnership - If the bidder is a partnership firm, list of partners with Aadhar number and Pan Number to be submitted along with technical bid.

c) Private Limited

d) Public Limited

e) Co-operative

f) Undertaking

g) Annual turnover

h) Evidence is enclosed (a) Yes (b) No

II EMD particulars (to be enclosed in Technical Bid) DD.NO details:

III i) Status of the firm

- a) Small Scale
- b) Medium Scale
- c) Large Scale

ii) a). In case of small scale Units whether registered as a)Yes

SSI with Small Scale Industry Director of Industry

& Commerce

b) No

Date:

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

I / wedo hereby offer to undertake advertisement in the buses of the Region in the Part..... as given in page no – 1 and subsequent maintenance in accordance with the condition laid down in tender and the condition hitherto annexed. Apart from the conditions as may be agreed to between the Corporation and to the successful tenderer at the royalty / license fee rate offered by me/ us as per the terms in the schedules attached to the tender. I/we am/are prepared to agree for the condition as you may specify in the tender schedule.

I / we enclosed the demand draft or pay order for Rs..... (Rupees

) drawn onbank, being EMD.

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

I /we agree that Corporation shall not be bound to recognize any persons other than me /us as having any interest in the contract and is at liberty to terminate the contract at any time if it appears that this declaration is not true in facts.

I /we agree that acceptance by the authorities concerned of this tender within the prescribed time schedule shall constitute as valid terms and conditions and in accordance with the specification and details refer to above.

I /we further agree to comply with the terms and conditions of the contract that may be awarded to me /us on the basis of this offer and in the event of my /our failure to comply with during period of contract I / we agree to forfeit, the EMD remitted, and further agree for the forfeiture of EMD if I/we fails to remit the SD and sign in the agreement within the stipulated time.

Date :

Address and office seal :

Signature of the Contractor:

ANNEXURE-IV(TO BE EXECUTED IN TAMIL NADU GOVERNMENT STAMP PAPER VALUED TO **RS.50/-**)**PROFORMA****INDEMNITY BOND**

This deed of indemnity is executed on.....day of2022 by M/S.....having its Registered Office at (herein after referred to as “Contractor”) in favour of Tamilnadu State Transport Corporation having its Registered Office at 37, Mettupalayam Road, Coimbatore –43 (herein after referred to as “Corporation”) witnesseth:

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

The Licensee shall indemnify the TNSTC from any covenant either monetary or otherwise that may arise due to damages caused to any person or body of persons either in the form of loss of property, loss of life, injury to body, etc.

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

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

2. WHEREAS the Contractor has undertaken to erect and maintain the advertisement on the buses under licensee on the terms & conditions set forth in the Tender Schedule issued by the Corporation for the Tender dated

Signature of the Contractor:

Date:

Address and Office seal:

INSTRUCTION TO TENDERER FOR SUBMISSION OF TENDER

1. GENERAL:

The Tender called for herein is for granting Licensing the rights for display of
1) Advertisement on buses by fixing stickers on the backside of Passenger seat in all type of buses, A) Town-Red Buses, B) Town-Ord Buses, C) Mfl Buses and

2) Providing Standing Passenger Handles inside buses and advertising on them for a size Of 4½“ X 3” in each handle, plying in Coimbatore & Tiruppur Region – Part – I, Coimbatore Region – Part – II, Erode Region – Part – III & Ooty & Tiruppur Region – Part – IV.

2. TENDER OFFER:

The Tender offer, shall be quoted as License fee in terms of rate per bus per month as a single lot, (exclusive of GST 18%, service taxes, fees, charges, etc., payable to the local bodies, state Government, Central Government, etc.) for the display of advertisements. The rate per bus per month is to be quoted considering the total buses for advertising in the backside of passenger seat and standing passenger handles. Tenderer is requested to inspect at their own cost to have an idea about the Location, Environmental condition before submitting their tender.

The tender will be considered subject to the following conditions.

- a) **Satisfactory performance by the tenderer in the earlier tenders awarded to the firm by TNSTC.**
- b) **Prompt, punctual and regular payment of license fee and other charges in earlier agreement period by the tenderer.**
- c) **Based on previous experience.**

3. LICENSE PERIOD:

The license period is initially for 11 months and the same can be renewed for further period of 2 spells of 11+11 months each by enhancing the license fee by 10% after completion of first 11 months for the 1st renewal and by 10% after the completion of 22 months for the 2nd renewal. Further renewal is based only on the credential of the tenderer in the previous period. If the TNSTC is not satisfied it has right to cancel agreement and call for fresh tender.

4. The tenderer shall furnish two bids viz a) Technical Bid b) Commercial Bid in two separate covers duly superscribed in the respective covers properly and lodge them in one outer cover. The prescribed format for Technical bid is given in the schedule I and for Commercial bid in schedule II in view of the nature of tender, the Technical bid is opened first. The Technical bid shall be short listed to ascertain the eligible tenderers and then offer containing the commercial bid in respect of successful technical bid shall be opened for further processing on the date notified for this purpose.

5. Tenderers are requested to go through the terms and conditions thoroughly before filling the Technical Bid and Commercial Bid. The language of the tender shall be in English or Tamil.

6. In the Technical bid, the details of the Advertising firm, number of workers employed etc. should be furnished clearly (as per Annexure II).

Signature of the Contractor:

7. During the evaluation of the Tender by the Evaluation Committee, if it is found that if there is any fault, the tender will be liable to be rejected.
8. The firm should have the sufficient experience and satisfy all the terms and conditions as requested in the pre-qualification clause (as per annexure-I).
9. If the successful tenderer fails to remit the SD and commence the work in time it will lead to forfeit the EMD deposited by him and will also authorize the Managing Director to make other arrangements for advertising.
10. In the event of failure to carry out works as per schedule and specification such failure to complete works as per schedule will result in the forfeiture of EMD and security deposit.
11. The successful tenderer shall not assign or sublet the contract or any part thereof or any interest therein to others and on breach of this provision, Managing Director or his authorized officer concerned shall terminate the contract and also take such remedial measure as he may think fit.
12. The erection work shall be carried out by the tenderer as per the specification given by the Corporation from the date of issuing work order or thereafter and also to the satisfaction of the authorized officials of the Corporation who will have access to the location for inspection.
13. The processing and evaluation of tenders will be followed in strict adherence to the provisions of the Tamilnadu Transparency in Tender Act and Rules.
14. No tender shall be considered unless the declaration annexed as per schedule-I (Annexure-III) to be executed by the tenderer is enclosed along with the Technical Bid.

15. TENDER SUBMISSION:

- i) Tender rate must be strictly submitted in the Format furnished in Annexure II of the schedule-II (Commercial bid)
- ii) Each and every page of the Tender including corrections, and overwriting shall be duly signed and attested by the tenderers, failing which the tender offer is liable to be rejected. Incomplete tender offer will also be rejected.
- iii) Tender rate (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 rate (offer) alone will be considered as the offer rate for evaluation and will be recorded on the tender at the time of opening.
- iv) Tender must be submitted in sealed envelopes as instructed in Sl.No.4 only, addressed to the Managing Director, Tamilnadu State Transport Corporation (CBE) Limited, 37, Mettupalayam Road, Coimbatore-43 and superscribed on the cover with the words. "Licensing the rights for display of 1) Advertisement on buses by fixing stickers on the backside of Passenger seat in all type of buses, A) Town-Red Buses, B) Town-Ord Buses, C) Mfl Buses and 2) Providing Standing Passenger Handles inside buses and advertising for a size Of 4½" X 3" in each handle, plying in Coimbatore, Ooty, Tiruppur and Erode Region.

Signature of the Contractor:

v) Tender should be put into the specific Tender box available in the despatch section of the Corporate Office Tamilnadu State Transport Corporation (CBE) Limited, 37, Mettupalayam Road Coimbatore-43 on or before 3.00pm on 12.08.2022. The Technical Bids will be opened on the same day at 3.30pm in the presence of the attending tenderers by the tender opening committee, at the Conference Hall of Corporate Office.

vi) If the date of receipt of tender happens to be a holiday, the tender will be received and opened in the next working day at the same times.

vii) Either the tenderer or one representative of the tenderer duly authorized in writing by the tenderer to this effect, subject the acceptance of the authorization letter by the Tender Opening Committee may attend the tender opening must bring the TNSTC receipt for purchasing the respective tender schedule.

16. TENDER VALIDITY

The tender offer submitted shall remain valid for acceptance by the Corporation, for a period of three months from the date of opening of commercial bid.

17. EARNEST MONEY DEPOSIT

Tender must be accompanied by an interest free Earnest Money Deposit (EMD) to the value of Rs.3,00,000/- (Rupees Three lakhs only) by means of a Demand draft drawn in favour of Tamilnadu State Transport Corporation (CBE) Limited, Coimbatore-43 from a Nationalised Bank /Scheduled Bank payable at Coimbatore. Any tender not accompanied by the EMD is liable for rejection.

18. REFUND OF EARNEST MONEY DEPOSIT:

i) The earnest Money Deposit of the successful tenderer will be refunded after the successful completion of tender period without interest.

ii) The Earnest Money Deposit paid by the unsuccessful tenderers will be refunded only after 30 days from the date of award of permission to the successful tenderer.

19. FORFEITURE OF EARNEST MONEY DEPOSIT:

The Earnest Money Deposit paid by the tenderer is liable to be forfeited without any prior notice under one or more of the following circumstances.

- i) If the successful tenderer withdraws his offer after the final acceptance of the tender.
- ii) If the successful tenderer fails to remit the security deposit and advance License fee amount, within the prescribed time.
- iii) If the successful tenderer fails to execute the written deed in proper manner on stamp paper of appropriate value, within fifteen days, from the date of issue of letter of acceptance of the tender.
- iv) If the successful tenderer fails to comply with any clause in which he is required to do as per the Terms and conditions of this Tender Schedule or Agreement or any other clause in which he may be required to do so by the Managing Director, Tamilnadu State Transport Corporation Limited at the time of acceptance of the tender.

Signature of the Contractor:

20. SECURITY DEPOSIT:

- i) The EMD and security deposit shall not carry any interest.
- ii) An additional security deposit will be collected equivalent to the revised lease amount (i.e. for every additional 11 months) at the time of renewal.
- iii) The security deposit of the amount equivalent to three times the total monthly license fee amount shall be paid by the successful tenderer. This will be refunded only after the successful completion of entire contract period. If the successful tenderer fails to execute the agreement or fails to pay the advance license fee or fails to continue till the contract period, the security deposit will be forfeited.

21. LICENSE FEE:

- i) The successful bidder shall pay the advance license fee with 18% GST after receipt of the acceptance letter and enter into an agreement within fifteen days. Thereafter the license fee shall be paid in advance every month on or before fifth of every month.

22. TENDER REJECTION:

- i) Tenders not satisfying the aforesaid conditions are liable to be summarily rejected. Should it at any time be discovered that any tenderer had submitted more than one tender, but under different names, all his tenders will be rejected and the deed cancelled with forfeiture of Earnest Money Deposit, Advance License fee, Security Deposit etc.
- ii) Tender form issued to tenderers is not transferable. If any such transfer is found in tender offer, such tenders shall be rejected.
- iii) Those advertising firm / individual / partners in the firm who have defaulted payment of license fee etc., to TNSSTC in earlier contracts shall not participate in the tender. The partners in the defaulted firm shall not be partner of any other firm which will not also be entertained for participation in this tender.
- iv) Offers made by a tenderer who has already been black listed either by TNSSTC/State/Central Government or by any public undertakings shall be summarily rejected.
- v) Conditional offers made in the tender are liable to be rejected.
- vi) The Managing Director, TNSSTC CBE, reserves the right to reject any tender (including the highest offer) without assigning any reason thereof.

MANAGING DIRECTOR

SCHEDULE –II COMMERCIAL BID
ANNEXURE-I
FORMAT FOR TENDER SUBMISSION

To

The Managing Director,
Tamilnadu State Transport Corporation (CBE)Ltd.,
37, Mettupalayam Road,
Coimbatore –43

Sir,

Sub: TNSTC –“ Licensing the rights for display of 1)Advertisement on buses by fixing stickers on the backside of Passenger seat in all type of buses, A) Town-Red Buses, B) Town-Ord Buses, C) Mfl Buses and
2) Providing Standing Passenger Handles inside buses and advertising on them for a size Of 4½“ X 3” in each handle, plying in Coimbatore / Ooty / Tiruppur / Erode Region of Tamilnadu State Transport Corporation (Coimbatore) Ltd., Coimbatore-43”.

1. We have examined the relevant Tender Schedule and hereby submit our tender offer, accepting the terms and conditions incorporated in the Tender Schedule.

2.We have enclosed the Demand Draft towards the Earnest Money Deposit, in the Technical Bid paid by us as per the Tender schedule, for an amount

Rs..... (Rupees

.....) vide DD No...../dated.....drawn from
.....Bank.

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

4.We hereby authorize Mr.....designation as the signing.....authority vested with the power of attorney on behalf of our firm (letter with specimen signature of Mr.....enclosed)

5. We hereby agree to pay the License fee with GST 18% in full as per the terms and conditions of the tender Schedule on or before the due date.

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

Signature of the Contractor:

COMMERCIAL BID
ANNEXURE II

Special Attention : 1) For each region part separate tender schedule should be purchased and submitted
2) The tenderer should fill license fee for one part only, other should be strike out.

Failing the tender will be rejected.

Last date of receipt of tender : At 3.00Pm on 12.08.2022

Tender opening : At 3.30Pm on 12.08.2022

Licensing the rights for display of 1)Advertisement on buses by fixing stickers on the backside of Passenger seat in all type of buses, A) Town-Red Buses, B) Town-Ord Buses, C) Mfl Buses and
2) Providing Standing Passenger Handles inside buses and advertising on them for a size Of 4½“ X 3” in each handle,plying in Coimbatore /
Ooty / Tiruppur / Erode Region

Item No.	Nomenclature	The license fee should be quoted below as Rate per bus per month (Exclusive of GST 18% taxes, levies, duties, any other charges etc. payable to Central /State Governments and various Authorities) in Rupees and also in words considering the total no. of buses as a single lot only for one part only.		
1	PART-I Coimbatore & Tiruppur Region Town & Mofussil buses attached with, Maruthamalai, Ondipudur-I & II Ukkadam-I & II, Pollachi-I, II&III, Valparai, Dharapuram, Palani-I&II and Udumelpet.	Town ord	323	
		Town red bus	83	
		MFL	382	
		Total	788	
2	PART - II Coimbatore Region Town & Mofussil buses attached with Sungam I & II, Annur, Mettupalayam I & II, Sular, Karumathampatty, Uppilpalayam and HO Branch	Town ord	186	
		Town red bus	97	
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		Town red bus	0	
		MFL	420	
		Total	724	
4	PART - IV Ooty Region and Tiruppur Region Town & Mofussil buses attached with Ooty I & II, Gudalur, Coonoor, Kothagiri, Tiruppur – I & II, Palladam and Kangeyam	Town ord	178	
		Town red bus	0	
		MFL	401	
		Total	579	

Signature :

Name :
(in block letters)

Date :

Address :

Company seal :

Phone No :

Signature of the Contractor:

ANNEXURE –III

CONDITIONS: FOR AGREEMENT

1. Licensing the rights for display of 1)Advertisement on buses by fixing stickers on the backside of Passenger seat in all type of buses, A) Town-Red Buses, B) Town-Ord Buses, C) Mfl Buses and

2) Providing Standing Passenger Handles inside buses and advertising on them for a size of 4½“ X 3” in each handle,plying in Coimbatore & Tiruppur Region – Part – I, Coimbatore Region – Part – II, Erode Region – Part – III & Ooty & Tiruppur Region – Part – IV.

The license is initially for 11 months and the same can be renewed for further period of 2 spells of 11+11 months each by enhancing the license fee by 10% after completion of first 11 months for the Ist renewal and by 10% on the revised enhanced license fee of the II spell after the completion of 22 months for the 2nd renewal. The renewal is based only on the credential of the licensee in the previous period. If the TNSTC is not satisfied it has rights to cancel the agreement and call for fresh tenders.

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

2. LOCATION AND SIZE OF ADVERTISEMENT:

The Licensee shall not cause damage to the public properties, foot paths and property of any private entity or shall not cause any hindrance to the others, at the location, at the time of carrying out any work for the purpose of this contract.

In the case of any such work is to be carried out, the licensee shall obtain necessary prior permission from the concerned Authorities, at his own cost. The licensee is liable and bound at his cost to restore environmental condition existing at the time of the commencement of contract period, to the original condition.

The licensee shall arrange for the display of the following details at the Security Supervisor Room in each depot.

1. Name of the Licensee
2. Date of allotment
3. Date of expiry of contract

3. Erection, Maintenance, Repair and Removal of Display Stickers:

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

b) The Licensee shall furnish the programme of erection of display stickers at least 15 days in advance to enable the vehicles to be kept ready. The schedule of erection should not disrupt the normal operation of such buses. All material connected with display of advertisement including stickers shall be taken inside the depot only with gate pass duly signed by the depot officials. As for the display stickers are concerned, the entry/exit should be through the stores of the depot only. Necessary records shall be maintained by the stores department of each depot.

Signature of the Contractor:

- c) The work of erecting display stickers shall be made in the premises of TNSTC(CBE)Ltd., depots where the vehicles intended for display are attached all shall be done in the presence of depot officials nominated for the purpose during night time only under their direct supervision. The buses shall not be allowed to be taken outside the depot for any work in connection with display of advertisement.
- d) Authorization of person employed for purpose of erecting advertisement stickers shall be furnished by Licensee in advance to issue entry passes to allow them inside the depot.
- e) No material and other facilities such as tools, labour, etc. shall be provided to the Licensee by the Corporation for the purpose of erection, maintenance, repair or / and removal of display stickers in the buses.
- f) The Licensee shall ensure full safety and security for the men and material of the Licensee and licensor during the time of erection of display stickers in the buses and the Licensee shall not cause any inconvenience to the functioning of depot during the time of erection of display stickers in the buses.
- g) Maintenance of display stickers shall be done neatly by cleaning the stickers once in a week with a clear soap powder, liquid or any other suitable material as the case may be and painted once in three months or earlier to that period if it is required according to the opinion of the Corporation. Under no circumstances lack of maintenance of display stickers shall be allowed to cause damage to the image of the Corporation. If however, the Licensee does not comply with the above requirements of maintenance norms, the contract agreement shall become ceased after issue of three notices at 15 days interval each. No bus shall be allowed to be taken outside the depot for maintenance of advertisement display stickers.
- h) Repairs of display stickers shall be attended to immediately on issue of notice by the Corporation or within 7 days from the date of issue of such notice depending upon the nature and seriousness of repairs and if however such repairs are not attended by Licensee within stipulated time, such display stickers 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. No bus shall be allowed to be taken outside the depot for the above purposes.
- i) If, the display sticker is needed to be removed and repaired outside, the same shall be done with prior permission of the Branch Manager of the depot to which the bus is attached. No repair work of the advertisement stickers shall be carried inside the depot.
- j) In cases when the display stickers is damaged due to external force like accident etc., the Licensee will be permitted, on application to the Corporation, to replace a fresh stickers for the remaining period of the License. The licensor is not however being liable to compensate the licensee for any loss arising out of non-display of the stickers for any period of time due to any reason.
- k) All works related to erection, maintenance, repairs and removal of advertisement display stickers shall be allowed only during night hours, i.e. between 22.00 hours to 04.00 hours.
- l) i) No work related to fabrication, repairs, etc., of display stickers shall be allowed to be executed inside the premises of the Licensor. The Licensee shall bring a ready to fix sticker,

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completed in all respects and he will be allowed only to fix the same on the backside of the passenger seat. No other works will be permitted in this regard.

ii). The advertisement vinyl stickers pasted on the passenger backside passenger seat of the buses are to be entirely removed by the firm, if the particular design campaign has been completed during the period of contract so as to enhance the image of TNSTC buses.

iii) The pasting of vinyl stickers for display of advertisement on the backside of passenger seat should be such that it can be easily removable at any time during the period of contract and also at the time of cancellation / expiry of contract.

iv) If it is found any deviation it is treated as violation of the contract.

m) The Licensee shall ensure the full and complete removal of advertisement stickers immediately on expiry of license without causing any damage to the passenger seat and inconvenience to the normal functioning of the depot. If, however, any damage is caused to the passenger seat during the removal of the advertisement stickers by the licensee, the cost of such damage shall be recovered from the licensee or deducted from deposits made by the licensee. The cost decided by Corporation shall be final in this regard. However, if the display stickers are not removed within 24 hours after expiry of the license period, double the license fee on prorata basis shall be paid by the licensee, and if such delay in removing the display stickers exceeds 7 days from the date of expiry of license, the Licensor reserves the right of removing and disposing of such display stickers at their own discretion without any compensation to the Licensee. The actual money realized by such disposal of display stickers shall be taken in the credit of licensor's account and the expenditure incurred by the Corporation for such removal of display stickers shall be deducted from the advance license fee remitted by the Licensee and the balance paid after verification of other dues and documents.

n) Certification by Corporation for having fixed the display stickers

The Licensee shall obtain a certificate from the competent authority of the Corporation for having fitted the advertisement display stickers in the buses immediately after the erection work is fully completed in order.

The licensee shall also submit a monthly computer statement showing the details of advertisement stickers fixed / removed fleet wise, day wise on or before the 10th of every month to the Licensor.

o) Responsibility of Licensee to take permission from statutory authorities

It shall be the sole responsibility of the Licensee to obtain necessary permission, orders etc., from the statutory authorities in matters concerned with display of advertisement.

p) The Licensor shall not be responsible for loss of any advertisement stickers during the period of license and it is the full responsibility of the license to watch the advertisement stickers periodically. No remission or deduction shall be allowed from the License fee for the loss of advertisement stickers.

TNSTC will hand over the buses in "as is where is condition" only, at the time of commencement of the contract. The license is liable for maintenance and rectification of defects during the period of agreement, at his own cost. The Licensee shall not alter, reduce or increase the size of the advertisement area. In the event of such increase or decrease than the allotted size the contract will be terminated besides forfeiture of security deposit, license fee and the firm will be blacklisted.

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4. ADVERTISEMENT STICKERS IN THE BACKSIDE OF THE PASSENGER SEAT AND STANDING PASSENGER HANDLES:

(i) The Licensee, shall compulsorily provide at his own cost, Advertisement on the buses under the contract after obtaining prior approval from the concerned authorities.

(ii) The Licensee shall be responsible for any damage/ loss and /or injury to any person caused due to the Advertisement on the Backside of the passenger seat and providing handles for standing passengers and advertising for a size of 4½ “X3” and the expenditure/ compensation due to this, shall be borne by the Licensee.

(iii) The Licensee shall not increase the size of the advertisement already approved by TNSTC and if any discrepancy is found by TNSTC in the actual size of Advertisement compared to originally allotted size, agreement will be cancelled with forfeiture of EMD and Security Deposit and advance license fee.

(iv) TNSTC further reserves the right to black list the licensee and by giving a notice 7 days in advance in case of any violations of the terms and conditions of the agreement and to Terminate the contract between the licensee and TNSTC in respect of bus panel advertisement. In such cases, the advertisement stickers will be removed and all the deposits will be forfeited and the advertisement stickers will automatically become the property of TNSTC.

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

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

(vii) TNSTC shall not be responsible for any damage caused to the property/Injury to persons, by any incident due to the display of advertisement and the licensee is solely responsible to such events.

(viii) The licensee should use quality materials for advertisement and maintain them. If any damage found during vehicles washing, the TNSTC will not hold responsible for the loss.

5.TEXT / PICTURE OF THE ADVERTISEMENT:

i) The Licensee shall obtain prior approval of the text /picture from TNSTC.

ii) The License shall not display any advertisement which.

a) Carry immoral or obscene picture or words.

b) May cause nuisance to public.

c) May hurt the sentiments of any section of public.

d) May defame any international/ national representation representatives/ Leader/ Flag / Emblem etc.

e) Are prohibited by any Act, Law, Rules, Regulations of Central and State Governments, Local and other statutory bodies.

f) Are of hazardous nature to the public.

g) Contain information on politics, religious, caste, cinema Drama etc. which will provoke public.

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- h) Contain information against the Governments, Government undertakings and against the policies, principles and causing dis-reputation the above instructions.
- i) TNSTC reserves the rights to withdraw /deface any advertisement, if warranted.
- j) Obtaining prior permission from TNSTC will not relieve the responsibility of the licensee for the advertisement contents.
- k) No display of advertisement should be made without the art work approval by TNSTC Ltd., The artwork approval will be given only when full and updated payments are paid by the firm. If the firm keeps any amount pending, art approval will not be given by TNSTC Ltd.

6. OTHER CHARGES:

The licensee shall pay the GST 18% to TNSTC and other levies, duties, fees etc payable to the concerned Authorities, from time to time and produce documentary evidence in support of compliance of the above to TNSTC, periodically. The licensee may be renewed only after production of evidence for up-to-date payment of such charges to authorities and subject to observance of other terms and conditions.

- 7. i) The licensee shall not pledge, sublet, sub contract, sell, transfer, create charges, and dispose to any other agency/ body /person. Otherwise the right of display of the advertisement covered under the contract will be cancelled.
- ii) The letter of acceptance or the work order issued by TNSTC should not be used for any other purpose including Bank Loan, Security or for any other financial transaction purpose.

8. PERMISSIONS FROM AUTHORITIES:

It is the sole responsibility of the licensee to obtain necessary License /permission / approval orders etc. from the Governments concerned, Government bodies, Statutory Authorities for all the matters concerned with Advertisement, covered under this tender under License fee.

9. LOSS OF PROPERTY:

TNSTC is not responsible for loss of any property relating to the display of Advertisement on the buses due to any reason including theft, breakage, damage, accident, agitation etc. It is the full responsibility of the licensee to arrange for security /supervision in this regard and TNSTC is not responsible for loss due to any reason. No remission or deduction shall be allowed from the License fee for the loss of such materials.

10. AGREEMENT:

- i) The letter of Acceptance will be issued by TNSTC in duplicate for service and return of the acknowledged copy in token of acceptance of the terms and conditions laid down in this letter of acceptance.
- ii) The successful tenderer on accepting the above letter, shall arrange to remit the security Deposit & also the advance license fee besides executing the contract agreement, within seven days from the date of receipt of letter of acceptance and permission.
- iii) If the successful tenderer fails to execute the agreement or fails to remit the license fee within the prescribed date, the EMD and Security Deposit will be forfeited.
- iv) The following documents shall be deemed to form and be read and construed as part of the Agreement:
 - a) The Agreement.

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- b) The letter of acceptance for the payment of advance license fee, security deposit and execution of contract agreement.
- c) Acknowledgement letter from the successful tenderer
- d) This Tender Schedule.
- e) The tender submitted by the Successful Tenderer in the case of any dispute, (a) document shall prevail over the other documents, as furnished in the above order, document (a) getting the highest right.
- v) The successful tenderer, after signing the agreement will henceforth be known as licensee for this license, and TNSTC as licensor.
- vi) if the agreement is not renewed for the second spell before the due dates the contractor is deemed to have been terminated on the due date and the advertisement display stickers will become the property of TNSTC, besides forfeiture of security deposit and advance license fee amount and the same is applicable for third spell also. The TNSTC Ltd will not intimate about this and the licensee alone is held responsible for the lapses regarding renewals.

11.LICENSE FEE PAYMENT:

- a) The term of reckoning license fee payable by licensee shall begin from the 30th day from the date of work order or the date of display of advertisement whichever is earlier. The license fee with GST 18% should be paid in advance by 5th of every month by the licensee.
- b) The license fee with GST shall be paid in the form of Demand Draft in favour of Tamilnadu State Transport Corporation (CBE) Limited payable at Coimbatore from any Nationalized or Scheduled Bank. Other mode of payment will not be accepted without prior permission.
- c) The license fee, statutory levies, including RTO tax, Service tax etc. if not paid at the specific time, the original agreement will not be signed and the contract is deemed to be terminated automatically with the forfeiture of Security Deposit and the license awarded will automatically be deemed to be taken over by TNSTC. The RTO tax is to be paid to TNSTC Ltd along with Security Deposit at the prescribed rates as per TNMV Rules, 1989 for the subsequent two spells of agreement against the advertisement fee [including service charges] is to be paid at the time of renewals.
- d) The licensee shall produce the receipt of payment in original as evidence for having paid all taxes, fees, charges, levies, etc. as per demand made by the concerned Statutory bodies and hand over a photo copy of the same to the TNSTC at the time of remitting the said amount, failing which the TNSTC shall be at Liberty to terminate the License forth with no compensation to the licensor.
- e) No claim from licensor shall be entertained for waiving or remission of license fee or for part payment or postponement of payment date, under any circumstance.
- f) In the license period two times late payment will be permitted to a maximum period of one week with 18% interest.

12.INSURANCE COVERAGE:

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

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13. PAYMENT OF TAXES, FEES, CHARGES, ETC.

a. The licensee shall pay all taxes, fees, charges, etc., demanded by local bodies, State Government, Central Government, any other authorized statutory bodies, etc., from time to time without any arrears thereof. If the licensee fails to do so the License granted under this deed shall be terminated immediately and the licensee shall forfeit the right of advertisement forthwith with no compensation whatsoever for the purpose. No adjustment of accounts for any kind shall be allowed towards payment of taxes, fees, charges etc mentioned above.

b. The licensee shall produce the receipt of payment in original as evidence for having paid all taxes, fees, charges, levies, etc., as per demand made by the concerned Statutory bodies and hand over a photo copy of the same to the TNSC at the time of remitting the said amount, failing which the TNSC shall be at Liberty to terminate the License forthwith with no compensation to the licensor.

c. The license is initially for 11 months only and the same may be extended for further period of two spells of 11 months each based on the prompt, punctual and regular payment of license fee and other charges on the relevant due dated and other performance by the licensee during the previous agreement period. However the decision of the Managing Director, TNSC Ltd, is the final regarding renewal license for the subsequent two spells.

14. LEGAL COVENANT:

(a) Indemnification of TNSC with regard to any suit made by any person or body of persons in respect advertisement on the buses. The licensee shall indemnify the TNSC from any covenant that may arise due to filing a suit or otherwise by others in respect of any matter under this deed.

(b) Indemnification of TNSC with regard to damages caused:
The licensee shall indemnify the TNSC from any covenant either monetary or otherwise that may arise due to damages caused to any person or body of persons either in the form of property loss, loss of life, injury to body, etc.

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

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

(d) Indemnification of TNSC with regard to wages, salaries, dues to any person or body of persons etc. The licensee shall indemnify the TNSC from any claim by any person or body of persons in the matter of wages, salaries, and compensation, dues etc. in connection with any matter covered under this License deed.

(e) Pledging, selling, transfer, creating charges etc. on display of right. The licensee shall not pledge, sell, transfer, create charges, and dispose otherwise the right of advertisement covered under this deed to any other agency/ body/ person.

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

15. CANCELLATION OF PERMISSION:

The TNSC shall not be responsible for any discontinuance of Advertisement on the buses under this deed caused under instructions of the State and Central Government or due to the policy decision taken by the Board of Directors of the TNSC, or by introduction of any new Statutory provisions. In the event of such discontinuation, the TNSC shall arrange to refund the Security Deposit paid by the Licensee within 30 days from the notice of such cancellation

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after deducting any dues payable to the TNSTC by the Licensee and on prorate basis of usage period of the bus panel for Advertisement.

The firm has to be in contract for a total period of 33 months, from the 31st day of the work order or from the date of commencement of advertisement whichever is earlier, initially for 11 months and renewable 2 spells of 11 months each on the due date. In the event of the firm withdrawing from the contract period of 33 months, it amounts to breach of contract and in that event the security deposited and the advance license fee paid by the firm will be forfeited.

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

If the Licensee commit any act of insolvency to be adjudged insolvent or shall have an order for compulsory winding up made against them or pass an effective resolution for winding up voluntarily or subject to the supervision of the court or if the licensee suffer execution to be issued or suffers any payment under this deed to be attached, or charged or encumber this license or any payments due or which may become due to the TNSTC here under, or compound with the creditors or if the license fails to observe and perform any of the obligations covenants of deed on their part herein contained, or if the licensee shall go into liquidation, then in all or any of such events happening, it shall be lawful for the TNSTC without any notice to determine this License and take possession on behalf of licensee of all equipments and commercial venture advertisements displayed under this deed and the same shall become property of the TNSTC to recover all sums then due hereunder and damages in respect of any breach or default on the part of licensee.

17. NOTICE OF TERMINATION OF AGREEMENT:

The agreement will be terminated without any notice and compensation to the licensee. And the termination will be made with the forfeiture of EMD and SD.

- (i) If during the period of this agreement, the licensee makes default in paying any amount payable to the TNSTC, as per provisions made under this deed.
- (ii) If the licensee fails to observe and perform any of the terms, obligations and conditions herein contained and on their part to be observed and performed then in all or such events, it shall be lawful for the TNSTC to call upon the licensee in writing to make the payment or to observe and perform the said terms, obligations and conditions or if the licensee fails to pay the prescribed license fee statutory duties / taxes, RTO fee etc within the prescribed due dates, the contract will be deemed to be cancelled automatically without further notice.
- (iii) If the licensee is found to have been blacklisted either in the past or during the license period by / State / Central Government or Government Undertakings, all deposits including any equipments for advertisement on the Rear side of the buses shall be recovered by TNSTC with no compensation to the licensee in the event of all above.
- (iv) If the licensee fails to execute any one of the work in the agreement the entire contract will be terminated.

18. FORCE MAJEURE:

Licensor or licensee shall be considered in default in performance of their obligation if such performance is prevented or delayed because of wars, hospitalities, revolution, civil commotion, strikes, lock-outs, epidemic, accident, fire, wood, flood, earthquake or ordinance of any Government or of any sub-division there of or because of any act of God or for any other cause beyond the reasonable control of the licensee affected, provided notice in writing of any such cause with necessary evidence that the obligation under this agreement is thereby affected or prevented or delayed is given within 14 days from the happening of the event and in case it is

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not possible to serve notice within the said 14 days period then within the shortest possible period without delay.

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

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

FINAL DECISION IN MATTER OF DISPUTE:

The decision of the Managing Director, Tamilnadu State Transport Corporation (CBE) Limited shall be final on any matter of dispute.

19. Any breach of the terms and conditions of this agreement by the licensee shall cause immediate termination with forfeiture of all rights, titles, privileges, etc. enjoyed by the licensee including license fee paid without any compensation whatsoever. The decision of TNSTC shall be final in this regard.

20. ARBITRATION:

All disputes /differences between the (TNSTC) Licensor and the Licensee under the agreement shall be referred to the Sole Arbitrator, appointed by the Licensor and the proceedings shall be in accordance with the Arbitration and Conciliation Act 1996. The venue of Arbitration hearings shall be at Coimbatore and the Arbitrator's decision /order shall be final and binding on the both the parties. In case of any disputes, the Courts within the city of Coimbatore jurisdiction shall be the appropriate forum for redressal.

21. All rights, privileges hitherto enjoyed by licensee shall be deemed to have been taken over by Tamilnadu State Transport Corporation (Coimbatore) Limited immediately on expiry of the total contract period for Advertisement on the buses.

22. TNSTC reserves the right to alter the number of buses to be allotted to the licensee. The license fee will be calculated based on the total No. of buses actually allotted during license period.

Witness:

- 1.
- 2.

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