

METROPOLITAN TRANSPORT CORPORATION (CHENNAI) LIMITED**Open Tender for
Display of Advertisement on 460 buses**

Tender Document No.	: 07/13007/Advt.Rev/MTC/2021
Tender Published on	: 06.10.2021
Cost of Tender Document	: Rs.5000/- (Inclusive of GST)
Sale of tender Document	: 06.10.2021 to 20.10.2021 from 10.00 a.m. to 16.00 p.m. and on 21.10.2021 upto 13.00 noon
Last Date and Time for submission of Tender Document	: 21.10.2021 at 15.00 p.m.
Date and Time for Opening of Tender Document	: 21.10.2021 at 15.30 p.m.
Tender opening at	: Conference Hall, Corporate Office Metropolitan Transport Corporation (Chennai) Ltd., Pallavan House, Anna Salai, Chennai - 600002
EMD amount	: Rs.1,60,000/-

METROPOLITAN TRANSPORT CORPORATION (CHENNAI) LIMITED
PALLAVAN HOUSE, ANNA SALAI, CHENNAI - 600 002.

TENDER SCHEDULE

LICENSING FOR DISPLAY OF ADVERTISEMENT
ON THE REAR SIDE PANEL BOARD, REAR SIDE
OF DRIVER CABIN, PASSENGER VIEW GLASSES
(ONE SIDE VIEW) AND IN THE VACANT SPACE
BELOW ROOFTOP AND ABOVE THE WINDOWS ON
BOTH SIDES INSIDE OF BUSES (AREA AS
AVAILABLE IN THE BUSES) FOR 460 BUSES.

LAST DATE AND TIME OF SUBMISSION:
21.10.2021 UPTO 15.00 Hrs.

No. of Pages: 28

Price Rs 5000/-

METROPOLITAN TRANSPORT CORPORATION (CHENNAI) LTD,**Tender No. 07/13007/Advt.Rev./MTC/2021**

Sold To:

GENERAL CONDITIONS

1. The tender consists of Technical Bid and Commercial Bid for display of advertisement on buses in the prescribed form.
2. The tenderer shall furnish two bids (a) Technical Bid (b) Commercial Bid for display of advertisement on the buses in two separate sealed covers duly superscribed in the respective cover properly and lodge them in one outer cover. The name of the tenderer and the work for which they are submitting the bid should be clearly written on the outer cover.
3. The bids shall not be clubbed in one cover.
4. 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.
5. The prescribed format for Technical Bid is given in Schedule-I, the format for Commercial Bid for display of advertisement on the buses is given in Schedule-II of the tender schedule.
6. Failure to submit the bids in two separate sealed covers shall result in rejection of the tender summarily. The tender for Technical Bid will be opened by the Tender Opening Committee in the presence of tenderers available at the time of opening.
7. Only one participant representing each tender will be allowed to participate in the opening of tender. Evidence for representing the concerned firm to be produced i.e. authorization letter of the concerned firm / MTC receipt for purchasing the respective tender schedule if purchased from MTC to be produced at the time of entrance of Tender opening hall.
8. Cell phones are not allowed inside the Tender opening hall.
9. The Technical Bid shall be short listed to ascertain the eligible tenderers and then offer containing the Commercial Bid in respect of successful Technical Bidders shall be opened for further processing on the specific day, which will be informed by MTC.
10. Demand Draft for EMD and all other relevant documents shall be enclosed along with Technical Bid only.
11. The downloaded Tender Document from website should accompany a Demand Draft for Rs.5000/- along with Technical bid.

MANAGING DIRECTOR

METROPOLITAN TRANSPORT CORPORATION (CHENNAI) LTD

SCHEDULE - I
TECHNICAL BID

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

ANNEXURE - I

PRE-QUALIFICATION FOR PARTICIPATION IN THE TENDER FOR LICENSING FOR DISPLAY OF ADVERTISEMENT ON THE REAR SIDE PANEL BOARD, REAR SIDE OF DRIVER CABIN, PASSENGER VIEW GLASSES (ONE SIDE VIEW) AND IN THE VACANT SPACE BELOW ROOF TOP AND ABOVE THE WINDOWS ON BOTH SIDES INSIDE OF BUSES (AREA AS AVAILABLE IN THE BUSES) FOR 460 BUSES .

S.No	Description	Minimum requirement	To furnish
1.	Status of the tender	Registered Establishment	Proof to be enclosed.
2.	Experience	Atleast one year experience in the advertisement field	Evidence to be enclosed.

Date:

Signature of the Tenderer

Office Seal:

ANNEXURE - II**INFORMATION ABOUT THE FIRM**

I	i)	(a) Name of the firm	:	
		(b) Tenderer name & Designation	:	
		(c) Address of the registered office	:	
		(d) Telephone No.	:	
		(e) Cell phone No.	:	
		(f) E-mail	:	
		(g) Fax No.	:	
	ii)	Capital employed in Rs.	:	
	iii)	Number of employees	:	
	iv)	Firm constitution	:	a) Proprietor b) Partnership - If the bidder is a partnership firm, list of Partners with Adhaar number and Pan number to be submitted along with technical bid. c) Private Ltd d) Public Limited e) Co-operative f) Undertaking
	v)	(a) Annual Turn Over (in Rs.)	:	
		(b) Evidence is enclosed	:	a) Yes b) No
II	i)	Status of the firm	:	a) Small Scale b) Medium Scale c) Large Scale
	ii)	(a) In case of Small Scale Units whether registered as SSI with Small Scale Industry Director of Industry & Commerce	:	a) Yes b) No
		(b) Whether Registered Certificate of SSI is enclosed	:	a) Yes b) No
		(c) If registered, its registration number	:	

III	i)	TAN No.	:	
	ii)	Copy is enclosed	:	a) Yes b) No
IV	i)	PAN No.	:	
	ii)	Copy is enclosed	:	a) Yes b) No
V	i)	GST No.	:	
	ii)	Proof is enclosed	:	a) Yes b) No
VI	i)	Experience in advertisement field	:	a) Yes b) No
	ii)	Evidence enclosed for atleast one year in the advertisement field.	:	a) Yes b) No
VII		EMD enclosed in Technical bid	:	a) Yes b) No

Date:

Signature of the Tenderer

Office seal:

ANNEXURE - III

DECLARATION

I / wehereby offer to undertake display of advertisement of 460 buses and subsequent maintenance in accordance with the condition laid down in tender and the condition hitherto annexed. Apart from the conditions as may be agree to between the Corporation and to the successful tenderer at the licence fee rate offered by me / us as per the terms in the schedules attached to the tender. I am / we are prepared to agree for the conditions as you may specify in the tender schedule.

I / we enclosed the demand draft / pay order of Rs.....
(Rupees.....
.....) drawn on..... Bank, Demand Draft bearing
No.....Date..... 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 awarded or during period of contract I / we agree to forfeit of the EMD / SD remitted.

Date:

Signature of the Tenderer

Address and office seal

ANNEXURE - IV

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

PROFORMA**INDEMNITY BOND**

This deed of indemnity is executed on day of
 by M/s having its Registered Office at
(hereinafter
 referred to as "Licensee") in favour of METROPOLITAN TRANSPORT
 CORPORATION LIMITED having its Registered Office at "PALLAVAN
 HOUSE" Anna Salai, Chennai - 2 (hereinafter referred to as "Licensor")
 witnesseth:

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

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

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

WHEREAS the Licensee has undertaken to display and maintain the advertisement of buses under licence on the terms & conditions set forth in the Tender Schedule dated. issued by the Licensor.

Date:

Signature of the Tenderer

Office seal:

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

GENERAL:

1. The Tender called for herein for granting licence, for display of advertisement on the Rear side panel board, Rear side of driver cabin, Passenger view glasses (one side view) and in the vacant space below rooftop and above the windows on both sides inside of buses (area as available in the buses) for 460 buses were operated by Metropolitan Transport Corporation (Chennai) Limited, from various Depots.

2. The Tenderer shall quote the licence fee in terms of per bus per month (exclusive of GST and taxes if any and advertisement fee (including service charges), fees, charges, etc., payable to the local bodies, State Government, Central Government, etc.) for the display of advertisement on the buses. The rate per bus per month is to be quoted considering the 460 buses as a single lot.

3. LICENCE PERIOD:

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, MTC Ltd is the final regarding renewal of licence for the subsequent 2 spells.

4. LICENCE FEE:

The successful bidder shall pay the advance licence fee after receipt of the acceptance/award letter and enter into an agreement within seven days thereafter the licence fee shall be paid in advance every month on or before 5th of every month.

TENDER SUBMISSION:

5. The tenderer shall furnish two bids viz (a) Technical Bid (b) Commercial Bid for display of advertisement on the buses in two separate sealed 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 format for Commercial bid is given in schedule- II.

6. In the Technical bid, Annexure- I, the Tenderer should have enclosed the pre-qualification clause evidence.

7. In the Technical bid, Annexure- II, regarding information about the firm should be furnished clearly.

8. No tender shall be considered unless the Declaration (Annexure -III) and Indemnity Bond (Annexure -IV) annexed as per schedule - I, to be executed by the tenderer is enclosed along with the Technical Bid.

9. During the inspection of the Tender Evaluation Committee, if it is found that if there is any fault, the tender will be liable to be rejected.

10. The processing and evaluation of tenders will be followed in strict adherence to the provisions of the Tamil Nadu Transparency in Tenders Act and Rules.

11. Tender rates must be strictly quoted in the format furnished in Annexure -I of the Schedule-II (Commercial bid) for display of advertisement on the buses.

12. Before submitting the bids each and every page of the Technical Bid and Commercial Bid shall be duly signed by the tenderer. Any corrections and overwriting shall be duly signed by the tenderer, failing which the tender offer is liable to be rejected. Incomplete tender offer will also be rejected.

13. Tender offer should be given in figures as well as in words. In case of difference between the tender amount written in figures and words, the highest tender offer alone will be considered and this tender offer rate for evaluation will be recorded at the time of opening.

14. Tender must be submitted in sealed envelopes as instructed in **Sl.No.5** only, addressed to the Managing Director, Metropolitan Transport Corporation (Chennai) Limited, Pallavan House, Anna Salai, Chennai-600 002 and superscribed on the cover with the words "**Tender Notice Sl.No.2 - Display of advertisement on 460 buses**". The name of the tenderer/firm and address should be written on the cover.

15. Tender should be put into the Specific Tender box available in the office of the Deputy Manager (Material), Pallavan House, Corporate Office,

Metropolitan Transport Corporation (Chennai) Limited, Anna Salai, Chennai-600 002 on or before **15.00** Hrs on **21.10.2021**. The tenders will be open on the same day at **15.30** hrs in the presence of the available tenderers by the tender opening committee, at the Corporate Office, MTC Ltd.

16. Either the tenderer or one representative of the tenderer duly authorised in writing by the tenderer, subject to the acceptance of the authorization letter by the Tender Opening Committee / MTC receipt for purchasing the respective tender schedule if purchased from MTC may attend the tender opening.

17. In view of the nature of tender, the Technical bid is opened first. The Technical bid shall be short listed to ascertain the eligible tenderers and then offer containing the commercial bid in respect of successful technical bidders shall be opened for further processing on the specific day, which will be informed by MTC.

18. 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, thereafter and also to the satisfaction of the authorized officials of the Corporation.

19. If the successful tenderer fails to commence the works within the stipulated period specified, such failure will entitle the Corporation to forfeit the money deposited by tenderer and will also authorise the Managing Director to make other arrangements for the display of advertisement of buses.

20. In the event of failure to carry out works as per schedule and specification, such failure to complete work will result in the forfeiture of security deposit.

21. 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.

22. TENDER VALIDITY:

The tender offer submitted shall remain open and for acceptance by the Corporation, for a period of three months from the date fixed for opening of tenders.

23. EARNEST MONEY DEPOSIT:

Every tender must be accompanied by an interest free Earnest Money Deposit (EMD) **Rs. 1,60,000/-** for by means of a Demand draft drawn in favour of Metropolitan Transport Corporation (Chennai) Limited, Chennai-600 002, from a Nationalised Bank or Scheduled Bank payable at Chennai. Any tender not accompanied by the EMD is liable for rejection.

24. REFUND OF EARNEST MONEY DEPOSIT:

i) The Earnest Money Deposit of the successful tenderer will be refunded soon after the payment of prescribed security deposit and on the execution of contract agreement with MTC Ltd.

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.

iii) The EMD shall not carry any interest.

25. FORFEITURE OF EARNEST MONEY DEPOSIT:

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

i) If a successful tenderer withdraws his offer after the final acceptance of the tender.

ii) If the successful tenderer fails to remit the security deposit/advance Licence fee amount and any other payments etc.

iii) If the successful tenderer fails to execute the written deed in proper manner and on stamp paper of appropriate value, within seven days from the date of receipt of letter of acceptance/award 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, Metropolitan Transport Corporation Limited at the time of final acceptance of the tender.

26. SECURITY DEPOSIT:

i) The successful tenderer shall pay the Security deposit of the amount equivalent to three times of the total monthly licence fee amount. This will be refunded only after the successful completion of the entire contract period. If the successful tenderer fails to execute the agreement or fails to pay the advance licence fee or fails to continue till the full contract period, the security deposit will be forfeited.

ii) The Security Deposit shall not carry any interest.

27. TENDER REJECTION:

i) Tenders not satisfying the aforesaid conditions are liable to be summarily rejected. If at any time it may be found that any tenderer had submitted more than one tender, under different names, all his/her tenders will be rejected and the deed cancelled with forfeiture of Earnest Money Deposit, Advance Licence 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 which have defaulted payment of licence fee etc., to MTC 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 MTC/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, MTC Ltd, Chennai reserves the right to reject any tender (including the highest offer) without assigning any reason thereof.

MANAGING DIRECTOR

SCHEDULE - II
COMMERCIAL BID
Tender No:07/13007/Advt.Rev/MTC/2021

DISPLAY OF ADVERTISEMENT ON 460 buses
(To be sent in a separate sealed cover superscribed)

ANNEXURE - I
FORMAT FOR TENDER SUBMISSION

To:
The Managing Director,
Metropolitan Transport Corporation (Chennai) Limited,
Pallavan House,
Anna Salai, Chennai-600 002.

Sir,

Sub: Tender for Display of Advertisement on the Rear side panel board, Rear side of driver cabin, Passenger view glasses (one side view) and in the vacant space below rooftop and above the windows on both sides inside of buses (area as available in the buses) for 460 buses - Reg.

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

2. We have already enclosed the Demand Draft towards the Earnest Money Deposit, in the Technical Bid paid by us as per the Tender schedule, for an amount of Rs..... (Rupees.....). vide D.D.No..... Date..... drawn from Bank.

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

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

5. We hereby agree to pay the licence fee in full as per the terms and conditions of the Tender Schedule on or before the due date.

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

Last date & time of receipt of tender: **21.10 .2021 upto 15.00** hours
Tender Opening on : **21.10.2021 at 15.30** hours

DISPLAY OF ADVERTISEMENT ON THE BUSES

Nomenclature	No. of Buses	The licence fee should be quoted as rate / bus / month (Exclusive of GST and taxes if any, 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.
Advertisement on the Rear side panel board (size: 4' x 3'), Rear side of driver cabin (size: 1 ½' x 1 ¾'), Passenger view glasses (one side view) and in the vacant space below rooftop and above the windows on both sides inside of buses (area as available in the buses) for 460 buses .	460	

Date:

Company Seal:

Signature:

Name:
(in block letters)

Phone No:
Address :

ANNEXURE –II
TERMS AND CONDITIONS FOR DISPLAY OF ADVERTISEMENT ON 460 BUSES

1. i) The licensing is for display of advertisement on the Rear side panel board, Rear side of driver cabin, Passenger view glasses (one side view) and in the vacant space below rooftop and above the windows on both sides inside of buses (area as available in the buses) for 460 buses attached to the following MTC depots.

Sl. No.	Name of the Depot	No. of Buses
1	Kalaignar Nagar	140
2	Madhavaram	94
3	Ennore	57
4	Central Depot	132
5	Chrompet II	37
	Total	460

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

iii) The Licensee shall arrange a board for the display of the following details at the Security wing of each depot.

1. Name of the Licensee,
2. Date of allotment,
3. Date of expiry of contract,
4. No. of buses allotted for advertisement.

2. ERECTION, MAINTENANCE, REPAIR AND REMOVAL OF DISPLAY BOARDS:

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

i) Rear side panel board size 4' x 3'

ii) Rear side driver cabin size 1 ½' x 1 ¾'

iii) Passenger view glasses (one side view) and

iv) Vacant space below rooftop and above the windows on both sides inside of buses (area as available in the buses).

b) The schedule of erection should not disrupt the normal operation of buses. All material connected with display of advertisement including panel boards

shall be taken inside the depot only with gate pass duly signed by the depot officials. As for the display panels of concerned the entry/exit should be through the Security wing of the depot only.

c) The work of erecting display boards shall be made in the premises of MTC (Chennai) Ltd., depots where the vehicles intended for display are attached and shall be done in the presence of depot officials nominated for the purpose during 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) Authorisation of person employed for purpose of erecting advertisement boards shall be furnished by Licensee in advance to issue entry passes to allow them inside the depot.

e) No material and other facilities such as tools, labour, etc. shall be provided to the Licensee by the Licensor for the purpose of erection, maintenance, repair or / and removal of display boards in the buses.

f) The Licensee shall ensure full safety and security for the men and material of the Licensee and Licensor during the time of erection and removal of display boards in the buses. The Licensee shall not cause any damage to the bus body and inconvenience to the functioning of depot during the time of erection and removal of display boards in the buses.

g) Maintenance of display boards shall be done neatly by cleaning the boards once in a week with a clear soap powder, liquid or any other suitable material as the case may be and painted once in three months or earlier to that period if it is required according to the opinion of the Licensor. Under no circumstances lack of maintenance of display boards shall be allowed to cause damage to the image of the Corporation. If however, the Licensee does not comply with the above requirements of maintenance norms, the contract agreement shall become ceased after issue of three notices at 15 days interval each.

h) No repair work of the advertisement boards shall be carried inside the depot. Repairs of display boards shall be attended immediately on issue of notice by the Licensor or within 7 days from the date of issue of such notice depending upon the nature and seriousness of repairs and if however such repairs are not attended by Licensee within stipulated time, such display board shall be removed from the bus without intimation to the Licensee and

the Licensee shall not be eligible for any compensation on that account of loss.

i) In cases when the display boards are damaged due to external force like accident etc., the Licensee will be permitted, to replace a fresh board for the remaining period of the licence. The licensor is not however being liable to compensate the Licensee for any loss arising out of non-display of the board for any period of time due to any reason.

j) All works related to erection, maintenance, repairs and removal of advertisement display boards shall be allowed only during night hours, i.e, between 22.00 hours and 04.00 hours.

k) No work related to fabrication, repairs, etc., for display of panel boards shall be allowed inside the premises of the Licensor. The Licensee shall bring a ready to fix panel boards completed in all respects and will be allowed only to fix the same on the rear side and on the rear side of driver cabin of the buses with bolts and nuts. No other works such as pasting of sticker's etc. will be permitted in this regard. The erection and removal of advertisement boards should be done without causing any damage to the bus body. If at any time it is reported that the bus body is damaged, the cost of repair work to be fixed by MTC Ltd. has to be paid by the Licensee.

l) (i) The Licensee shall ensure to affix one way vision (see through) vinyl stickers only for display of advertisement on the passenger view glasses (one side view) of buses so that the road outside is clearly visible to the passengers inside the bus. The advertisement vinyl stickers pasted on the passenger view glasses 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 MTC buses.

(ii) The pasting of one way vision (see through) vinyl stickers for display of advertisement on the passenger view glasses (one side view) 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.

(iii) 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 panels immediately on expiry of licence without causing any damage to the bus body and inconvenience to the normal functioning of the

depot. If, however, any damage is caused to the bus body during the removal of the advertisement boards by the Licensee, the cost of such damage shall be recovered from the Licensee or deducted from deposits made by the Licensee. The cost decided by Licensor shall be final in this regard. However, if the display boards are not removed within 24 hours after expiry of the licence period, double the licence fee on pro rata basis shall be paid by the Licensee, and if such delay in removing the display board exceeds 7 days from the date of expiry of licence, the Licensor reserves the right of removing and disposing of such display board at their own discretion. The expenditure incurred by the Licensor for such removal of display boards shall be deducted from the Security Deposit remitted by the Licensee and the balance paid after verification of other dues and documents.

3. i) The Licensee, shall compulsorily provide at his own cost, the display of advertisement on the Rear side panel board, Rear side of driver cabin, Passenger view glasses (one side view) and in the vacant space below rooftop and above the windows on both sides inside of buses (area as available in the buses) for 460 buses under the contract.

ii) The Licensee shall be responsible for any damage/loss and/ or injury to any person caused due to the advertisement on the Rear side panel board, Rear side of driver cabin, Passenger view glasses (one side view) and in the vacant space below rooftop and above the windows on both sides inside of buses (area as available in the buses) for 460 buses and the expenditure / compensation due to this, shall be borne by the Licensee.

iii) The Licensee shall not increase the size of the advertisement already approved by MTC. Any discrepancy, if found by MTC, in the actual size of advertisement compared to originally allotted size, agreement will be cancelled with forfeiture of Security Deposit and advance licence fee. MTC 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 Licensor in respect of bus panel advertisement. In such cases, the advertisement will be removed and the advertisement display panels will automatically become the property of MTC.

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

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

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

4. LOSS OF PROPERTY:

MTC is not responsible for loss of any property relating to the display of advertisement of 460 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 MTC is not responsible for loss due to any reason. No remission or deduction shall be allowed from the licence fee for the loss of such materials.

5. INSURANCE COVERAGE:

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

6. TEXT / PICTURE OF THE ADVERTISEMENT:

i)	The Licensee shall obtain prior approval of the text / picture from MTC.
ii)	<p>The Licensee shall not display any advertisement which:</p> <ul style="list-style-type: none"> a. Carry immoral or obscene picture or words, b. May cause nuisance to public, c. May hurt the sentiments of any section of public, d. May defame any International/National Representation/ Representatives/ Leader/ Flag/Emblem etc., e. Are prohibited by any Act, Law, Rules, Regulations of Central and State Governments, Local and other statutory bodies, f. Are of hazardous nature to the public, g. Contain information on politics, religious, caste, cinema Drama etc. which will provoke public, h. Contain information against the Governments, Government Undertakings and against the policies, principles and causing disreputation the above instructions.
iii)	MTC reserves the rights to withdraw / deface any advertisement, if warranted.
iv)	Obtaining prior permission from MTC will not relieve the responsibility of the Licensee for the advertisement contents.
v)	No display of advertisement should be made without the artwork approval by MTC Ltd. The artwork approval will be given only when the Licensee pays updated payments. If the Licensee keeps any amount pending, art approval will not be given by MTC Ltd.

7. PERMISSIONS FROM AUTHORITIES:

It is the sole responsibility of the Licensee to obtain necessary licence/ permission / approval orders etc. from the Government concerned, Government bodies, Statutory Authorities for all the matters concerned with display of advertisement of 460 buses, maintenance and repair of bus panel advertisement, covered under this tender.

8. AGREEMENT:

i) The letter of acceptance/award will be issued by MTC 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 Licence Fee with GST and Advertisement fee (including service charges) besides executing the contract agreement, within seven days from the date of receipt of letter of acceptance.

iii) If the successful tenderer fails to execute the agreement or fails to remit the Security Deposit, Advance Licence Fee with GST and Advertisement fee (including service charges) within the prescribed date, the EMD will be forfeited.

iv) The following documents shall be deemed to form and be read and construed as part of the Agreement: -

- a. The Agreement,
- b. The letter of acceptance/award for the payment of Security Deposit, Advance Licence Fee with GST , Advertisement fee (including service charges) and execution of Contract agreement,
- c. Acknowledgement letter from the successful tenderer,
- d. This Tender Schedule,
- e. The tender submitted by the Successful Tenderer in the case of any dispute, (a) document shall prevail over the other documents, as furnished in the above order, (b) document getting the highest right.

v) The successful tenderer, after signing the agreement will henceforth be known as Licensee for this licence.

vi) If the agreement is not renewed for the second spell before the due dates the contract is deemed to have been terminated on the due dates and the advertisement display panels will become the property of MTC, besides forfeiture of Security Deposit & Advance Licence fee amount and the same is applicable for third spell also. The MTC Ltd will not intimate about this and the Licensee alone is held responsible for the lapses regarding renewals.

9. LICENCE FEE PAYMENT:

i) The term of reckoning licence fee payable by licensee shall begin from the 31st day from the date of work order or the date of display of advertisement whichever is earlier. The payment of licence fee should be in advance by 5th of every month by the licensee.

ii) The licence fee shall be paid in advance every month on or before 5th of every month failing which interest at 18% per annum shall be levied on such arrears of fee. Last date of payment with interest is 20th of every month. The licence will be cancelled automatically without further notice and the material will be taken over by the licensor with forfeiture of Security Deposit etc. Remissions of fee or compensation whatsoever shall not be allowed to be made by the licence.

iii) The licence 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. The licence fee shall be paid in the form of Demand Draft in favour of Metropolitan Transport Corporation (Chennai) Limited payable at Chennai from any Nationalised or Scheduled Bank.

iv) The licence fee with GST, Advertisement fee (including service charges) and statutory levies if any etc., if not paid at the specific time, the original agreement/renewal agreement will not be signed and the contract is deemed to be terminated automatically with the forfeiture of Security Deposit and the licence awarded will automatically deemed to be taken over by MTC.

v) Initially the Advertisement fee (including service charges, as per the Rule 343 of TNMV Rules, 1989) is to be paid to MTC Ltd. along with Security Deposit and Advance Licence Fee payment within 7 days from the date of receipt of acceptance/award letter. For the subsequent 2 spells of agreement again the Advertisement fee (including service charges) is to be paid at the time of renewals.

vi) No claim from Licensor shall be entertained for waiving or remission of licence fee or for part payment or postponement of payment date, under any circumstances.

10. PAYMENT OF TAXES, FEES, CHARGES, ETC:

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

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

11. 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, MTC Ltd is the final regarding renewal of licence for the subsequent 2 spells.

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

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

12. CANCELLATION OF PERMISSION:

i) The MTC shall not be responsible for any discontinuance of display of advertisement of 460 buses under this deed caused under instructions of

the State and Central Government or due to the policy decision taken by the Management/Board of Directors of the MTC, or by introduction of any new statutory provisions. In the event of such discontinuation, the MTC shall arrange to refund the Security Deposit to the Licensee within 30 days from the notice of such cancellation after deducting any dues payable to the MTC by the Licensee and on pro-rata basis of usage period of the advertisements and also the dues in any contract for any other works executed with MTC.

ii) 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 on its own for any reason on its own, any day, during the course of this contract period of 33 months, it amounts to breach of contract and in that event the Security Deposit and the Advance Licence Fee paid by the firm will be forfeited.

13. LEGAL COVENANT:

i) Indemnification of MTC with regard to any suit made by any person or body of persons in respect of advertisement of 460 buses:

The Licensee shall indemnify the MTC from any covenant that may arise due to filing a suit or otherwise by others in respect of any matter under this deed.

ii) Indemnification of MTC with regard to damages caused:

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

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

The Licensee shall indemnify that MTC from all legal covenants and from any claim by any party that may arise due to damages/losses caused due to this licence either by way of an incident or accident or otherwise during the period of Licence deed.

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

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

v) Pledging, selling, transfer, creating charges etc. on display of right:

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

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

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

15. NOTICE OF TERMINATION OF AGREEMENT:

The agreement will be terminated without any notice and compensation to the Licensee under one or more of the following circumstances:

i) If during the period of this agreement, the Licensee makes default in paying the amount payable to the MTC, 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 MTC to call upon the Licensee in writing to make the payment or to observe and perform the said terms, obligations and conditions or if the Licensee fails to

pay the prescribed licence fee, Advertisement fee (including service charges) and if any statutory duties / taxes, GST etc., within the prescribed due dates, the contract will be deemed to be cancelled automatically without further notice.

iii) If the Licensee is found to have been blacklisted either in the past or during the permission period by State/Central Government or Government Undertakings, all deposits including any equipments for the display of advertisement of 460 buses shall be recovered by MTC 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.

16. 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 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 board 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.

17. FINAL DECISION IN MATTER OF DISPUTE:

The decision of the Managing Director, Metropolitan Transport Corporation (Chennai) Limited shall be final in any matter of dispute.

18. Any breach of the terms and conditions of this agreement by the Licensee shall cause immediate termination with forfeiture of all rights, titles, privileges, etc. enjoyed by the Licensee including Security Deposit, Licence Fee paid without any compensation whatsoever. The decision of MTC shall be final in this regard.

19. The letter of acceptance/award or the work order issued by MTC or the executed agreement should not use for any other purposes including Bank Loan, Security or for any other financial transaction purpose.

20. ARBITRATION:

All disputes / differences between the 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 Chennai and the Arbitrator's decision/order shall be final and binding on both the parties. In case of disputes the Courts within the city of Chennai shall be the jurisdiction.

21. All rights, privileges hitherto enjoyed by Licensee shall be deemed to have been taken over by Metropolitan Transport Corporation (Chennai) Limited immediately on expiry of contract period for the display of advertisement of 460 buses.

22. MTC reserves the right to alter the number of buses to be allotted to the Licensee, at the time of finalising the contract. If there is any addition or deletion of buses after issue of work order, the Licensee shall add/delete the number of buses subject to the existing terms and conditions of licence including licence fee payment.

MANAGING DIRECTOR