

METROPOLITAN TRANSPORT CORPORATION (CHENNAI) LIMITED**Open Tender for Two Wheeler / Four Wheeler Parking at
Anna Nagar West Bus Terminus**

Tender Document No.	: 01/2001/Projects/MTC/2023
Tender Published on	: 16.03.2023
Cost of Tender Document	: Rs.5000/- (Inclusive of GST)
Sale of tender Document	: 16.03.2023 to 29.03.2023 from 10.00 am to 16.00 p.m. and on 30.03.2023 upto 13.00 noon
Last Date & Time for submission of Tender Document	: 30.03.2023 at 15.00 p.m.
Date and Time for Opening of Tender Document	: 30.03.2023 at 15.30 p.m.
Tender opening at	: Conference Hall, Corporate Office Metropolitan Transport Corporation (Chennai) Ltd., Pallavan House, Anna Salai, Chennai – 600 002.
EMD amount	: Rs. 29,000/-

TENDER SCHEDULE

**LICENSING FOR TWO WHEELER / FOUR WHEELER
PARKING AT ANNA NAGAR WEST BUS TERMINUS**

**LAST DATE AND TIME OF SUBMISSION:
30.03.2023 UPTO 15.00 Hrs.**

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

No. of Pages: 28

Price Rs. 5000/-

METROPOLITAN TRANSPORT CORPORATION (CHENNAI) LTD,**Tender No. 01/2001/Projects/MTC/2023****Sold To:****GENERAL CONDITIONS**

1. The tender consists of Technical Bid and Commercial Bid for licensing of Two Wheeler / Four Wheeler Parking at Anna Nagar West Bus Terminus in the prescribed form.
2. The tenderer shall furnish two bids (a) Technical Bid (b) Commercial Bid for licensing of Two Wheeler / Four Wheeler Parking at Anna Nagar West Bus Terminus 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 licensing of Two Wheeler / Four Wheeler Parking at Anna Nagar West Bus Terminus 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 entering the 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/- (Inclusive of GST) towards tender document cost 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 OF TWO WHEELER / FOUR WHEELER PARKING AT ANNA NAGAR WEST BUS TERMINUS

S.No	Description	Minimum requirement	To furnish
1.	Status of the tender	Registered Establishment	Proof to be enclosed.
2.	Experience	Atleast three year experience in this 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 Aadhar 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 for the past 3 years in Rs. (certified by Chartered Accountant)	:	
		(b) Evidence is enclosed	:	a) Yes b) No
	vi)	Balance sheet and Profit & Loss Account statement for the past 3 yrs (certified by Chartered Accountant)	:	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/MSME	:	a) Yes b) No

		(b) Whether Registered Certificate of SSI/MSME is enclosed	:	a) Yes b) No
		(c) If registered its registration number	:	
III	i)	PAN No.	:	
	ii)	Copy is enclosed	:	a) Yes b) No
IV	i)	GST No.	:	
	ii)	Proof is enclosed	:	a) Yes b) No
V	i)	Previous Experience in this field	:	a) Yes b) No
	ii)	Evidence to be enclosed for the past three years.	:	a) Yes b) No
VI		EMD Rs. enclosed in Technical bid	:	a) Yes b) No

Date:

Signature of the Tenderer

Office seal:

ANNEXURE - III

DECLARATION

I / wehereby offer to undertake licensing of Two Wheeler / Four Wheeler Parking at Anna Nagar West Bus Terminus 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 and its branch, 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/-
NON JUDICIAL 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 Two Wheeler / Four Wheeler
Parking at Anna Nagar West Bus Terminus. 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 licensing of parking premises covered under this deed to
any other agency.

WHEREAS the Licensee has undertaken and maintain the parking
premises/allotted area under licence on the terms & conditions set forth in the
Tender Schedule dated. issued by the Licensor.

Date:
Office seal:

Signature of the Tenderer

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

GENERAL:

1. The Tender called for herein for granting licence, for Two Wheeler / Four Wheeler Parking at Anna Nagar West Bus Terminus was owned by Metropolitan Transport Corporation (Chennai) Limited.

2. The Tenderer shall quote the licence fee in terms per month [exclusive of GST and taxes if any (including service charges), fees, charges, etc., payable to the local bodies, State Government, Central Government, etc.] for Two Wheeler / Four Wheeler Parking at Anna Nagar West Bus Terminus. The rate per month is to be quoted considering 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. For renewal of the License is eligible, the fees shall be with an escalation of 5% for the 1st renewal, with 5% for the second renewal of 11 months over and above the previous rate. However the decision of the Managing Director, MTC 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.

5. TENDER SUBMISSION:

The tenderer shall furnish two bids viz (a) Technical Bid (b) Commercial Bid for Two Wheeler / Four Wheeler Parking at Anna Nagar West Bus Terminus 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 by 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 Two Wheeler / Four Wheeler Parking at Anna Nagar West Bus Terminus.

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 counter 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 for Licensing of Two Wheeler / Four Wheeler Parking at Anna Nagar West Bus Terminus**". 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 Assistant Manager (Projects), Pallavan House, Corporate Office, Metropolitan Transport Corporation (Chennai) Limited, Anna Salai, Chennai-600 002 on or before **15.00** Hrs on **30.03.2023**. The tenders will be open on the same day at **15.30** hours 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 of shelters/structures shall be carried out by the tenderer as per the specification given by the Deputy Manager (Civil) of Metropolitan Transport Corporation (Chennai) Limited from the date of issuing work order, thereafter and also to the satisfaction of the authorized officials of the M.T.C.

19. If the successful tenderer fails to commence the works within the stipulated period specified, such failure will entitle the Corporation to forfeit all the money deposited by tenderer and will also authorise the Managing Director to make other arrangements for Licensing of Two Wheeler / Four Wheeler Parking at Anna Nagar West Bus Terminus.

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. 29,000/-** 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.
- 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 plus GST amount and any other payments etc. within the specified period.
- 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 be paid 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.
- iii) In the event of the Licensee fails to deliver vacant possession of the premises to the licensor, the licensor shall have right to take possession of the

premises by putting his own lock and key to the said premises. The articles if any left by the licensee, all are taken over by the licensor. Failure to deliver vacant possession by the licensee to the licensor, shall entitle the Licensor to forfeit the Security Deposit.

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 firm / individual / partners / agency in the firm which have defaulted payment of licence fee etc., to MTC in earlier contracts shall not eligible to 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

ANNEXURE –I

TERMS AND CONDITIONS FOR TWO WHEELER / FOUR WHEELER PARKING AT ANNA NAGAR WEST BUS TERMINUS

1. a) The licensing for Two Wheeler / Four Wheeler Parking only at Anna Nagar West Bus Terminus-MTC.
- b) The Licensee shall not alter or reduce or increase the allotted area during the entire period of contract. The licence fee is to be paid irrespective of whether the business is going or not.
- c) The Licensee shall arrange a board with the following details at allotted premises for the Anna Nagar West Bus Terminus-MTC.
 - I. Name of the Licensee,
 - II. Date of allotment,
 - III. Date of expiry of contract.
 - IV. The detailed Parking charges for Two/Four Wheeler

2. SCOPE OF WORK

- a) The Licensee shall operate the parking lot by streamlining the vehicles received for parking and to facilitate the users for safely park the vehicles.
- b) The Licensee/Licensees shall have the use of all that place of land on the Anna Nagar West Bus Terminus as described in sketch/layout given by the Civil Section for the exclusive purpose of erecting a temporary two/four wheeler vehicles stand and for no other purpose whatsoever.
- c) The Licensee shall be allowed to collect prescribed parking charges from the users.
- d) The parking lot will be allotted to the licensee on “**AS IS WHERE IS CONDITION**” basis to the successful bidder/licensee. The bidder on his own interest may examine the sketch/layout of location by physically visiting the site and should satisfy himself about the location, site, boundaries, condition of levelling, entry-exit gates etc. before applying for the parking contract. Any dispute on any account will not be entertained after allotment of contract. Any modifications, changes, alterations, repairs, if any required shall be undertaken by the licensee at his own cost with prior permission of the MTC Ltd.

- e) The Licensee should erect temporary structure only at his/her own cost with prior approval of the Licensor. The Licensee shall not be given permission for construction of pucca structures in the allotted open space during the period of contract.
- f) The Licensee has to perform the business by confining to the extent of space allotted as mentioned in the tender notification or as recorded in the deed of license. There should not be any encroachment of platforms, area of other vacant places meant for passengers movement or provided for parking of the buses, under any circumstances.
- g) MTC reserves right to reduce the area mentioned or change the allotted place if required.
- h) The Licensor shall have right to grant license to more than one licensee to do same business which is already in existence in the same Bus Terminus/premises. The Licensee shall not raise any objections over this.
- i) The Licensee has to do the same business which is mentioned in the tender notification and for which license is issued. The representations for change of nature of business by the licensee will not be entertained. If the licensee is found doing any other business in the allotted premises, the license is liable for termination duly forfeiting the Security Deposit.
- j) Temporary covered shelter of adequate area (need basis only) within the allotted area may be provided by the contractor for shelter from sun/rain for staff working there in a manner such that it does not adversely affect the aesthetics of the bus terminus.

3. LOSS & THEFT OF PROPERTY:

- a) The licensee shall be solely responsible for the upkeep of all the vehicles the two wheeler & four wheelers under his custody and any loss and damage thereof shall be made good by him immediately at his own cost.
- b) The licensee will be solely responsible for any loss of any property including the two wheeler and four wheeler's relating to this parking, due to any reason including theft, breakage, damage, accident, agitation etc of passenger's property kept in his possession during the contract period and under any circumstances, MTC. is not responsible for any loss. It is the full responsibility of the Licensee to arrange for security / supervision in this regard. No remission or deduction shall be allowed from the licence fee for the loss of such materials.
- c) The licensor shall not be responsible for the safety of vehicles/articles belonging to the Licensee or public and shall not be

liable for any damages to the said property of the licensee or public lying in or around the said open space from any cause whatsoever, at any time. The Licensee himself is responsible for the safety of the vehicles parked in the schedule property and abandoned vehicles if any and he is liable for any damages to the vehicles parked there, from any cause whatsoever, at any time.

- d) The Contractor may be provide adequate numbers of CCTV cameras with monitors covering entire the Parking area at his own cost.

4. PARKING CHARGES:

- a) Car Parking is allowed where sufficient place and entry/exit for cars is available.
- b) If any vehicle is parked beyond 7 days (other than Monthly Pass Holder), the licensee should immediately inform MTC. about such vehicles parked in his parking area.
- c) If no one is coming to claim the vehicle for 15 days the vehicle will be handed over to MTC. for further disposal through proper procedure of "Auction".
- d) The Licensee shall charge the rate prescribed for parking of Two Wheeler and Four Wheeler vehicles only at the allotted parking area as shown below in the given tabular column and the user charges to be collected for Two Wheeler and Four Wheeler at the Anna Nagar West bus terminus are inclusive of GST.
- e) Suitable arrangements have to be made to display the timings and rates (IN BOLD) conspicuously at the entrance of the parking stand.

Sl. No:	Parking Time	Two Wheeler in Rs.	Four Wheeler in Rs.
1	0-6 Hrs.	10	20
2	06-12 Hrs.	15	30
3	More than 12 Hrs.	20	40
4	Beyond service hours (24:00 Hrs to 04:00 Hrs)	50	100
5	Monthly Parking pass for day time	500	1000
6	Monthly Parking pass for 24 Hrs.	1500	3000

- f) If any revision of rate (parking charges) is effective due to various factors by MTC, the revised parking rates may be implemented by

the licensee, with a necessary increase in license fee payment obligations from the licensee side. If the licensee is not agreeing to the revised proposal of enhanced license fee, the contract can be terminated by giving due notice and fresh bids needs to be initiated with revised parking charges.

- g) If the parking charges are revised during the contract period, the license fees will be revised in the same proportion w.e.f. Implementation of such revision, necessary additional Security Deposit and Goods and service tax liability should be remitted by the licensee.

5. OTHER TERMS & CONDITIONS:

1. The licensee shall ensure that the premises are not used for any purpose other than that for which it is allowed under the Agreement. The premises should not be used for playing games etc.
2. Licensee at his own discretion may demand sufficient proof of identity of the user to allow the parking space. The probable proof may be State/Central Government ID proof, Voter/Pan Card, Credit-Debit Card with photo identity and journey ticket details.
3. The Licensee should submit adequate documentary proof viz. copy of agreement/ copy of electricity bill etc. In case of any change of address.
4. The Licensee should submit a specimen of parking receipt to be issued to the users, to this office for approval before commencing the contract.
5. Sufficient number of live fire extinguisher should be provided at the Parking Stand at his own cost.
6. The Licensee shall bear the expenses of electrical wiring from the power point to the allotted area. The Licensee should procure a digital Electrical sub-meter and other required equipment at his/her own cost.
7. The Electricity charges whatever consumed by the licensee should be remitted on time by the licensee. If any default in remittance of E.B. charges the licensee is fully responsible.
8. The Licensee shall provide supply of water at his/her own cost.
9. The Licensee shall not exhibit or permit any advertisement of any company/products/services except displaying name of their business with details in the allotted premises.

10. On the expiry of the period of the license or on its termination, as the case may be the licensee shall deliver vacant possession of the premises intact, to the licensor on the last day of contract.
11. The Licensee shall keep the parking space clean, tidy and clear of rubbish and in good hygienic condition in conformity with rules therefore prescribed by the local authorities.
12. The Licensee shall ensure to park the vehicles in the parking space without obstructing any adjoining or nearby parking spaces or property, not do or permit to be done on the parking space anything which is or which may be or become a nuisance, damage annoyance, inconvenience or disturbing to the licensor or occupier of neighboring property.
13. The Licensor have right to inspect/visit the allotted area at anytime without any conditions.
14. If the licensee is found to be a criminal or reported to have connection with any criminal activities or if he is involved in any criminal activities, proceedings etc. the license granted shall forthwith be cancelled without serving any notice on the licensee.
15. In the events of strike, notification of commands of civil or military authority, fire explosion, epidemic or any other course for which the licensor is not responsible it might warrant temporary closure of the premises licensed out and for such closure no claim or rebate shall be made under any circumstances.
16. The licensee is responsible for the payment of salary, compensation if any to the persons engaged by the licensee regarding the business licensed out.
17. The schedule of property mentioned is covered under Tamilnadu Public Premises Act 1975 (Tamilnadu Act-I). The Licensee can claim any right under the laws given to the licensee only.
18. The Licensee agreed not to seek any remedy before any Civil Court as per the act namely the Tamil Nadu Public Premises (Eviction of Unauthorized Occupants) act 1975 with Rules.
19. The Licensee is well aware of the fact that as per section 15 of the Tamil Nadu Public Premises (Eviction of Unauthorized Occupants) Act 1975 with Rules and No Court shall have jurisdiction to entertain any suit or proceeding in respect of the eviction of any person who is unauthorized Occupant of any public premised of the property

scheduled hereunder.

20. All disputes arising out of or in connection with this agreement shall be decided only by the Tamil Nadu Public Premises (Eviction of Unauthorized Occupants) Act 1975 with Rules to determine the same.
21. In the event of death of licensee, the license shall come to an end. However, the licensor may permit the Legal Heirs of the deceased licensee to run the business on the same Terms & Conditions for the remaining period of license duly entering into a supplementary agreement on Rs.100/- Non-Judicial Stamp Paper purchased at the cost of licensee for the remaining period of license.
22. The Licensee shall pay not less than the fair wages to their workers engaged for this work and the payment under "Minimum wages Act 1936" or any statutory modification or re-enactment thereof or rules framed there under. The Licensee shall keep a proper record of such payments etc. and the records shall be open to Inspection by the MTC. or any person authorized by them.
23. The licensee shall pay all legal expenses, stamp duty, registration and translation charges and all other costs, charges and expenses incurred in connection with those present.
24. In case the parking area is taken back by MTC, during the currency of the lease period for necessary redevelopment of the bus terminus area, every effort will be made to provide an alternate area to licensee to run this activity. If any area shorter than actually possessed or no alternative arrangement is given to the licensee, it will not be treated as breach of contract from the MTC. and no liability on this score lies with MTC. The licensee is entitled to claim any damages or any other cost from MTC.
25. 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 Parking shelters at Anna Nagar West Bus Terminus.
26. 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 structures/shelter at the bus terminus. The Licensee shall not cause any damage to the bus and inconvenience to the functioning of depot during the time of erection and removal of

structures/shelter at the bus terminus.

27. If it is found any deviation it is treated as violation of the contract.
28. The Licensee shall not increase the size of the allotted area already approved by MTC. Any discrepancy, if found by MTC, in the actual size of allotted area compared to originally allotted size, agreement will be cancelled with forfeiture of Security Deposit and advance licence fee. Further MTC has 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 Two Wheeler / Four Wheeler parking at Anna Nagar West bus terminus. In such cases, the shelters will be removed and the same will automatically become the property of MTC.
29. The Licensee should not protrude or encroach in any manner beyond the allotted size.
30. The Licensee shall not cause unsafe conditions to the passengers/other road users/public.
31. MTC shall not be responsible for any damage caused to the property/ Injury to persons, by any incident due to the license for this parking and the Licensee is solely responsible for such events.
32. The Licensee at his own cost shall arrange for insurance coverage for the allotted parking area towards loss due to accidents, natural calamities etc.
33. The Licensee shall not transfer the license to any other person, during the currency of this license.
34. The License shall not change the name or constitution of the firm/company without prior consent of MTC.

6. 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 Two Wheeler / Four Wheeler Parking at Anna Nagar West Bus Terminus, maintenance and corrections are covered under this tender.

7. 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 One month Licence Fee with GST and (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 One month Licence Fee with GST and (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 One month Licence Fee with GST, (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 materials will become the property of MTC, besides forfeiture of Security Deposit & Advance One month Licence fee amount and the same is applicable for third spell also. The MTC will not intimate about this and the Licensee alone is held responsible for the lapses regarding renewals.

8. 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. The payment of licence fee plus GST 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 allotted premises/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 licensee.
- III. The licence fee amount shall be paid with escalation of 5% for 1st renewal of 11 months and with 5% for the 2nd renewal of 11 months over and above 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, (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. 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.

9. 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 lease 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.

10. LICENCE PERIOD:

- I. The Licence period shall be initially for **11 months** only for I spell.
- II. The Licence is initially for 11 months only for the I spell 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 subject to increase of renewal fees as mentioned in clause 8-III.. However the decision of the Managing Director, MTC Ltd alone is 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 allowed after the initial agreement period of 11 months subject to increase of renewal fees as mentioned in clause 8-III, no further extension will be allowed.

- 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.

11. CANCELLATION OF PERMISSION:

- I. The MTC shall not be responsible for any discontinuance from the lease for the Two Wheeler / Four Wheeler parking at Anna Nagar West bus terminus 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 parking 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, 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.
- III. The Licensee fails to remit the License fee plus GST for two consecutive months, or fails to remit the license fee within stipulated period twice during the course of contract period, or commits breach of any conditions of the agreement, the license deems to be cancelled and the Licensor shall have the right to take any one or all the following actions:
 - a. Not permitted to open the allotted area for Parking.
 - b. To adjust the Security deposit amount (available amounts etc.) towards due amounts payable to the corporation.
 - c. To terminate the contract.

12. The Licensor will also have option to lease the rights over the erected structures to other contractors for any other purpose.

13. The Licensee shall have no right to demand any additional space/area, timings etc.

14. Due to operational exigencies, the MTC buses may be parked at this bus terminus during the weekends/festival seasons/whenever the situation arises. The Licensee neither objects for the same nor claim any revenue/loss etc.

15. The Licensee is responsible to remove the structures related to parking, during the subsisting period of agreement.

16. The Lessor/ contractor shall not engage persons below the age of 18 years. The persons engaged by the Licensee shall not have any right or claim whatsoever, for employment in MTC at a future date.

17. LEGAL COVENANT:

i) Indemnification of MTC with regard to any suit made by any person or body of persons in respect of Two / Four Wheeler parking:

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 Two/Four wheeler parking covered under this deed to any other agency/body/person.

18. 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.

19. 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, (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 two wheeler/ four wheeler parking 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.

v) If the Licensee performs business other than the specified in tender notification or as recorded in the deed of license.

vi) If the Licensee commits any fraudulent activities.

vii) If the Licensee is found doing or resorting to any unethical activities or indulging in moral turpitude.

viii) In case of mis-behaviour / assault committed by the licensee, his/her representatives against the employees of the Corporation.

20. 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 displays 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.

21. 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.

22. 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.

23. 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.

24. All disputes and differences that arises between the Licensor and the Licensee under this agreement is subject to the jurisdiction of the Civil Courts within the City of Chennai.

25. 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 two wheeler/four wheeler parking at Anna Nagar West bus terminus.

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

MANAGING DIRECTOR

SCHEDULE – II**COMMERCIAL BID****Tender No:01/2001/Advt.Rev/MTC/2023****LICENSING FOR TWO WHEELER / FOUR****WHEELER PARKING AT****ANNA NAGAR WEST BUS TERMINUS**

(To be sent in a separate sealed cover superscribed)

ANNEXURE - II**FORMAT FOR TENDER SUBMISSION**

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

Sir,

Sub: Tender for Two Wheeler / Four Wheeler Parking at Anna Nagar West
 Bus Terminus - 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 : **30.03.2023 upto 15.00** hours

Tender Opening on : **30.03.2023 at 15.30** hours

LICENSING FOR TWO WHEELER / FOUR WHEELER PARKING
AT ANNA NAGAR WEST BUS TERMINUS

Description	Allotted Area in Sq. Mtr	The licence fee per month (Exclusive of GST and taxes if any, levies, duties, any other charges etc. payable to Central / State Governments and various Authorities) in Rupees in numeric and also in words.
License fee for Two Wheeler / Four Wheeler Parking at Anna Nagar West Bus Terminus	1700	

Note: Appropriate GST as applicable.

Date:

Company Seal:

Signature:

Name:
(in block letters)

Phone No :

Address :