

UNIVERSITY OF KERALA

No.Ad.BI(2).851/2015(001)

Terms & Conditions for Permission to Advertise on the Compound walls

1. The University reserves the right to extend the time fixed for acceptance of the quotations and also to change the date & time fixed for opening the sealed quotations if so warranted by exigencies. The decision taken by the University shall be final in the matter.
2. No quotation will be accepted without the prescribed EMD amount. After opening the quotations, the permission will be confirmed to the highest bidder. The University, however, will have the right to reject the quotation of the highest bidder for valid reasons and the University's decision in the matter shall be final. The EMD amount of all bidders except that of the confirmed quotation will be returned after the execution of the agreement. In the case of the bidder whose quotation has been confirmed, the EMD will be retained by the University and on subsequent execution of the agreement the EMD will be converted into Security Deposit refundable only on expiry of the period of contract after effecting necessary deductions towards liabilities or damages, if any.
3. The successful bidder should pay the total amount (license fee) for six months (license period) quoted & agreed to, in the Kerala University Fund within the next working day of opening of the quotations.
4. A bipartite agreement incorporating the terms and conditions shall be executed with the University by the successful bidder (licensee) within seven days from the date of opening of the quotations, failing which his quotation will be rejected and the entire EMD shall be forfeited to the University fund. The license period of one year, during which the licensee will be permitted to display advertisements on the compound walls (subject to terms & conditions stipulated in the agreement) will commence on the date stipulated in the agreement.
5. Any kind of tax, penalty, fees, charges or any other outgoing payable in respect of the advertisement / on the compound wall shall be paid by the licensee in addition to the license fee. The Licensee shall also pay any such amount incur during the license period which may be noticed during or after the license period.
6. The licensee shall not cause any kind of damage to the wall.
7. No advertisement relating to tobacco or liquor shall be displayed on the walls. The advertisement displayed shall not contain any objectionable or obscene matters, or erotic images or postures, or anything disreputable to the University.
8. The licensee or his representatives or his employees will be allowed for the work relating to displaying the advertisement on the walls during the license period.
9. The licensee shall take care that either he or his representatives or his employees do not resort to any action which may cause any damage to the properties of the University and the licensee shall be responsible to reimburse / compensate to the University for all such damages in the manner which the University deems fit.
10. The University shall not be held responsible in any manner and shall not be liable for any damages of advertisement / the compound wall.hoarding.

11. The licensee shall keep the advertisement / hoarding insured at all times against all risks, and the licensee alone shall assume responsibility and liability for the safety, loss or damage to the property, to the University and to third parties.
12. The University shall not be held responsible for any loss sustained by the licensee on account of any prohibitory order / regulation subsequently issued by a court of law or a statutory authority restraining display of the advertisement on the walls.
13. The licensee shall not sell his rights, underlet or part with the permission of the allotted area or any part thereof.
14. The University and the licensee shall have option to terminate the permission giving a minimum of Three calendar month's notice in writing.
15. If the licensee opt to terminate the permission, the entire Security Deposit shall be forfeited and the licensee shall be liable to pay the loss sustained by the University, if any, and the licensee shall have no right for compensation.
16. Failure on the part of the licensee to comply with the stipulations above or violation of any of the clauses given in the agreement shall result in the termination of the permission and also shall result in forfeiture of entire EMD / Security Deposit and the licensee shall be liable to pay the loss sustained by the University.
17. On mutual consent of the University and the Licensee in writing, the permission may be renewed for a like terms. However neither party is under any obligation to continue the permission nor has any right for renewal.
18. The University reserves its right to recover any defaulted amount from the licensee in respect of the advertisement/the compound wall with interest under R.R. Act.
19. In respect of any matter not covered by the above terms & conditions and in case of all disputes or differences, the decision of the University shall be final and binding on the licensee.
20. In the event of any dispute or difference in respect of any matter relating to or arising out of the agreement, the same shall be referred to the Vice-Chancellor, University of Kerala for arbitration under the provisions of Arbitration and Conciliation Act, 1996 and his decision shall be binding on both the parties.

Thiruvananthapuram,
15-10-2015.

Sd/-
REGISTRAR

Copy to:

The PRO (for exhibiting on Notice Board & notifying in the University website)