



UNIVERSITY OF KERALA

Thiruvananthapuram, Kerala, India - 695034

(Established as University of Travancore by the Travancore University Act in 1937 and reconstituted as University of Kerala by the Kerala University Act of 1957 and presently governed by the Kerala University Act of 1974 passed by the Kerala State Legislative Assembly)
(Re-accredited by NAAC with 'A' Grade)

No.Ad.BI(2).850/2015(002)

NOTICE INVITING QUOTATIONS

Quotations are invited for permission to display advertisement on the two hoardings owned by the University (one at PMG Junction in the compound of the Students' Centre [74.67sq.m] and the other at Bakery Junction in the compound of the University Hostel for Women [51.84sq.m]) bidding total amount for the entire area of the board for a period of one year & enclosing EMD of ₹10,000/- (Demand Draft in favour of the Finance Officer, University of Kerala) in sealed envelope. For each hoarding, separate sealed quotations super-scribing "Quotation for permission to advertise on the University hoarding at ___ (location)" are required to be submitted in the Office of the Registrar before 3:30 pm on 26-09-2015 and will be opened at 3:45 pm on the same date. Acceptance of the quotations will be subject to the terms and conditions exhibited on the notice board of this office and in the University website. The decision of the Registrar will be final.

Thiruvananthapuram,
16-09-2015.

REGISTRAR

Copy to:

The PRO (for advertising in newspaper and notifying in the University website)

UNIVERSITY OF KERALA

No.Ad.BI(2).850/2015(002)

Terms & Conditions for Permission to Advertise on University Hoardings

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 one year (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 hoarding (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 / hoarding 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 be permitted to display advertisement only on the board of the hoarding. No alteration or extension of the superstructure of the hoarding shall be allowed. The advertisement shall either be painted or pasted on the board, and drilling of holes on the board or taking recourse to any other method for fixing the advertisement which causes any kind of damage to the board or any other part of the hoarding shall not be allowed.
7. No advertisement relating to tobacco or liquor shall be displayed on the hoarding. 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 to enter the premises where the hoarding is erected for the work relating to displaying the advertisement at reasonable hours 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 / 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 hoarding.

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 in 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/hoarding with interest under R.R. Act.

19. In respect of any matter not covered by the above terms & conditions and in case of all disputed 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,
16-09-2015.

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