

MAHARAJA RANJIT SINGH PUNJAB TECHNICAL UNIVERSITY

Dabwali Road, Bathinda, Punjab 151001

Telephone: 0164 228 3025

Website: www.mrstpu.ac.in

**Request for Proposal for Outdoor campaign through display of flexes
on Hoardings/ Billboards for MRSPTU**

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INSTRUCTIONS TO BIDDERS

1. **Cost of Bid:** The bidder shall bear all costs associated with the preparation and submission of bid and MRSPTU in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
2. The bidder is expected to examine all instructions, forms, terms and conditions in the RFP document. Failure to furnish all information required by the RFP document or submission of a tender not substantially responsive to the RFP document in every respect will be at the bidder's risk and may result in rejection of the bid.
3. The bidder shall not make or cause to be made by any alternation, erasure or obliteration to the text of the RFP document.
4. **Clarifications by Bidders**
 - 4.1 Bidders requiring any clarification on the RFP document may contact Director, Public Relations of the MRSPTU in writing by Email: dpr.mrsptu@gmail.com or Contact: -87250-72482.
 - 4.2 MRSPTU shall endeavor to respond to the queries raised or clarifications sought by the Bidders. However, MRSPTU reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this clause shall be construed, taken or read as compelling or requiring MRSPTU to respond to any query or to provide any clarification.
 - 4.3 Corrigendum/Addendum/Corrections, if any, will be posted on the university website www.mrsptu.ac.in.
 - 4.4 **The view of holding should be clear and unobstructed on all sides.**
5. **Pre-Proposal Meeting**
 - 5.1 To clarify and discuss issues with respect to the Project and the RFP Document, a Pre-Proposal meeting will be held before five days of last date of submission even if there is a holiday, after that clarification (if any) shall be uploaded on the university website www.mrsptu.ac.in.
 - 5.2 Prior to the Pre-Proposal meeting, the Bidders may submit a list of queries and proposed suggestions, if any on mail id of dpr.mrsptu@gmail.com to the RFP requirements.
 - 5.3 Bidders may note that MRSPTU may not entertain any deviations to the RFP Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP Document with all its contents. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.
 - 5.4 Attendance of the Bidders at the Pre-Proposal Meeting is not mandatory. MRSPTU will endeavor to respond to all queries from all Bidders, irrespective of attendance of the Bidder in the Pre-Proposal Meeting. In case of any change in the schedule of Pre-Proposal Meeting, the same will be uploaded on the university website www.mrsptu.ac.in.

6. Earnest Money Deposit (EMD)

- 6.1 The bidder shall deposit Earnest Money Deposit (EMD) for an amount of **Rs.50,000(Rupees Fifty Thousand only)** through E-Payment only.
- 6.2 Any tender not accompanied by EMD shall be rejected.
- 6.3 EMD shall be forfeited if the bidder withdraws his bid during the period of tender validity.
- 6.4 EMD shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by MRSPTU.

7. Performance Security

- 7.1 The Successful Bidder shall be required to furnish a Performance Security prior to sign the contract for an amount which is 10% of total contract value in the form of account payee draft, Joint FDR, Bank Guarantee from a Scheduled Bank in acceptable form in favor of 'Registrar, Maharaja Ranjit Singh Punjab Technical University' payable at Bathinda. The Performance Security shall remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the bidder including warranty obligations, if any. In case the contract period is extended further, the validity of Performance Security shall also be extended by the Successful Bidder accordingly.
- 7.2 Failure of the Successful Bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and other actions as deemed necessary.

QUALIFICATION AND EVALUATION CRITERIA

Sl No.	Eligibility Criteria	Document Required
1.	<u>Legal Entity</u> The Bidder should be <ol style="list-style-type: none"> 1. An Indian company/partnership firm/proprietary firm registered under respective acts of India. 2. Empaneled/registered in DAVP in any category or having outdoor hoarding sites registered with DAVP. 3. Registered with the Tax Authorities (GST). 4. GST No. 	<ul style="list-style-type: none"> • Copy of Certificate of Incorporation. • Copy of Empanelment/Registration. • Certificate from DAVP or any other evidence. • Copy of Registration Certificate/Letter etc. • GST No.
2.	<u>Turnover</u> The average revenue of the bidder from 'Outdoor Media Business' during the last three financial year(2015-16, 2016-17, 2017-18) should not be less than Rs. 20 Lac annually.	Copy of audited Balance Sheet and Profit & Loss account for the last three financial years along with certificate from the Statutory Auditor/CA shall be submitted.
3.	<u>Relevant Experience</u> The agency must have experience of not less than 5 years . The agency should have done similar job(Hoarding/Billboards) for PSUs, Public/Private Sector/Government agency/University.	Copy of Work orders/Empanelment letters from the concerned authorities, Etc
4.	<u>Blacklisting</u> Bidder must not be blacklisted by Govt. of India/Central PSU/State Govt/University or any other Institute/Organization as on the date of submission of the bid.	Self-certificate letter undertaking to this effect on company's letter head signed by company's authorized signatory. Bidder must disclose any blacklisting and nature thereof and must provide Blacklisting-Revocation letter (if applicable). MRSPTU reserves the right to accept or reject the Bidder's supporting proof.
5.	Technical presentation	Actual pictures of the proposed sites as per RFP requirements.

The technical evaluation will be on the basis of information/data available in the technical proposal documents received from the firm in the first instance. No cognizance will be taken of any further supporting documents or clarifications or any such additional information furnished subsequently by the firm. However, the MRSPTU reserves the right to call for such clarifications confined to the contents of the technical proposals, should such a clarification become necessary for the proper judgment.

The eligible bidders will be required to make a presentation on their proposals before opening of the financial Bid. The date, time and venue for the presentation will be intimated separately. All costs associated with such presentations will have to be borne by the bidders; MRSPTU will not entertain any claims whatsoever for such costs.

TERMS OF REFERENCE**A. Background:**

Maharaja Ranjit Singh Punjab Technical University(MRSPTU) is interested to propagate through outdoor campaign by Installation of hoardings/billboards.

Hoarding sites should be at prominent locations in different cities .

B. Scope:

The Star Flex will be displayed on Hoarding/Billboards initially for a period of **Two** months. MRSPTU will provide design of flex. The agency will be responsible for all aspects of procurement, erection, upkeep, monitoring and reporting of continuous display of outdoor sites during the period of this assignment. The contractor may be required to change the display every month as per MRSPTU requirement. There should be no deviation in letters or colour scheme from the MRSPTU approved format. Hoarding installation documents (evidence with geo tagged pictures, monthly monitoring reports, etc.) to be submitted as proof at MRSPTU Bathinda. The work must be executed within the specified time as agreed upon. Hoardings can be inspected anytime by University official. Penalty may be imposed to equal one month Rent if hoarding found damaged. Any type of damage to hoarding has to be repaired within 2 days of its identification.

The services of the agency are required, initially for a period of **Two** months, may be extended as deemed fit to university on mutual agreement.

C. Hoarding locations

Sl. No.	City/Location	Location Address	Available Size	Visibility 100%(Yes/No)	Arrangement upto 31/08/2019 with Hoarding site owner (Rented/Leased/ Owned etc.)
1.	Bathinda	<ul style="list-style-type: none"> • Bus Stand • Railway Station • Mall Road • Fire Brigade/Near School • Power House crossing 100 feet road. • Ghorewala Chowk towards ajit road (small size hoarding) 	Preferably Size 20ft.x10ft.= 200sq.ft.	Uninterrupted View	
2.	Small size hoarding		3x2 sqft.		
3.	Moga	<ul style="list-style-type: none"> • Backside Bus Stand towards G.T. road • Near Guru Nanak College circle 			

4.	Dabwali	• Main Chowk on sirsa Bathinda road	Preferably Size 20ft.x10ft.= 200sq.ft.		
5.	Patiala	• Fountain Chowk. • Bus Stand			
6.	Chandigarh	• ISBT, sector 43 • Chandigarh Universtiy			
7.	Sirsa	• Bus Stand			
8.	Hanuman Garh Junction	• Railway Station Chowk • Bus Stand			
9.	Jalandhar	• Opposite or Nearly Lovely Professional University.			
10.					
11.					
12.					
13.					
14.					

- University will give minimum order for four cities.
- Number of cities/Locations can be increased.

D. Statutory and Safety Requirements

The Agency will be solely responsible for all clearances and necessary legal and safety requirements in carrying out the project. MRSPTU will not be responsible for any defaults/damages/ claims whatsoever that may arise due to any aspects of this project, including but not limited any loss of life/ properties.

Financial Bid Undertaking

To
Registrar,
Maharaja Ranjit Singh Punjab Technical University,
Dabwali Road, Bathinda, Punjab 151001

Sub: Request for Proposal for Outdoor campaign by displaying Star Flexes on Hoardings/
Billboards for MRSPTU, Bathinda

Dear Sir,

Having examined the Bidding Document placed along with tender, we, the undersigned, offer to provide services of Outdoor campaign through Installations of Hoardings/ Billboards for MRSPTU, Bathinda in conformity with the said RFP document and amendments thereon and we herewith submit our Financial Bid.

We undertake, if our Bid is accepted, to provide Performance Bank Guarantee for the above purpose within the stipulated time schedule.

We undertake to provide services/execute the above project or its part assigned to us in conformity with the said proposal documents for an estimated sum indicated in Financial Proposal which may vary in accordance with the schedule of prices attached and coverage options selected by MRSPTU.

If there is a later increase/decrease in the initially estimated requirements the costing would be on a pro-rata basis by the selected Agency. If an entirely new service is required(which is not listed in this proposal)thesame will be negotiated at reasonable market price.

We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India.

We have complied with all the terms and conditions of the RFP. We understand and accept that you are not bound to accept the lowest or any Bid you may receive.

Dated thisDay of.....2019.

.....
Name of the Bidder

.....
Signature of the Authorized Signatory

.....
Name of the Authorized Signatory

Place: _____

Form of Financial Bid
Please use separate sheet for each City/Town

Name of the City/Town:

Sl. No.	City/Location	Location Address	Available Size	Visibility 100%	Arrangement upto 31/08/2019 with Hoarding site owner (Rented/Leased/ Owned etc.) Yes/No	Monthly Rate/sq.ft.(INR)
1.				Uninterrupted View		
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						

The list of sites provided in the table above (including pictures) and the list of sites submitted in Para-C should be in the same order.

Note:

- Taxes as applicable shall be paid extra.
- Quantity may be vary at the time of execution of work order.

I/We understand you are not bound to accept any proposal you receive.

.....
Name of the Bidder

.....
Signature of the Authorized Signatory

.....
Name of the Authorized Signatory

Place: _____

General Terms and Conditions

1. GENERAL PROVISIONS

1.1. Definitions Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
- (b) "Agency" means any private entity that will provide the services to the "MRSPTU" under the Contract.
- (c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC).
- (d) "Day" means calendar day.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.
- (f) "GC" means these General Conditions of Contract.
- (g) "Government" means the Government of Punjab.
- (h) "Party" means the "MRSPTU" or the "Agency", as the case may be, and "Parties" means both of them.
- (i) "Services" means the work to be performed by the Agency pursuant to this Contract.
- (j) "Third Party" means any person or entity other than the "MRSPTU", or the Agency.
- (k) "In writing" means communicated in written form with proof of receipt.

1.2. Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the MRSPTU and the Agency. The Agency, subject to this Contract, has complete charge of Personnel and Sub-Contractors, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3. Law governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India, for time being in force as amended from time to time.

1.4. Subletting:

The Agency shall not sublet, transfer or assign this contract or any part thereof without the prior written consent/approval of the MRSPTU. In the event of the Agency contravening this condition, the contract is liable to be terminated and MRSPTU will be free to get the balance work or services under the contract executed at the risk and cost of the Agency. The Agency shall be liable for all the losses, damage which the MRSPTU may sustain in consequence or arising out the services being provided under the contract.

1.5. Headings:

The headings shall not limit, alter or affect the meaning of this Contract.

1.6. Notices:

- 1.6.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the bid.
- 1.6.2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the bid.

1.7. Taxes and Duties:

The Agency shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.8. Fraud and Corruption:

- 1.8.1. Definitions: It is the MRSPTU's policy to require that MRSPTUs as well as Agency observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the MRSPTU defines, for the purpose of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) "collusive practices" means a scheme or arrangement between two or more Agencies, with or without the knowledge of the MRSPTU, designed to establish prices at artificial, non-competitive levels;
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.8.2. Measures to be taken by the MRSPTU

- (a) The MRSPTU may terminate the contract if it determines at any time that representatives of the Agency were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Agency having taken timely and appropriate action satisfactory to the Employer to remedy the situation;
- (b) The MRSPTU may also sanction against the Agency, including declaring the Agency ineligible, either indefinitely or for a stated period, to be awarded a contract if it at any time determines that the Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a MRSPTU- financed contract;

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**2.1. Effectiveness of Contract**

This Contract shall come into force and effect on the date (the "Effective Date") of the MRSPTU's notice to the Agency instructing the Agency to begin carrying out the Services.

2.2. Commencement of Services

The Agency shall begin carrying out the Services not later than the number of days after the Effective Date specified in the notice.

2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.7 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the notice.

2.4. Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.5. Contract Price

The Contract Price for this Contract shall be the total cost of proposal submitted by Agency in the Financial Proposal including applicable taxes and duties if any.

2.6. Modifications or Variations:

(a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

(b) In cases of substantial modifications or variations, the prior written consent of the MRSPTU is required.

2.7. Force Majeure:

2.7.1. Definition (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-contractors or agents or

employees, nor (ii) any event which a diligent Party could reasonably have been expected both to consider at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2. **No Breach of Contract:** The failure of a Party to fulfill any of its obligations hereundershall not be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3. **Measures to be Taken:** (a) A Party affected by an event of Force Majeure shall continueto perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency, upon instructions by the "MRSPTU", shall either:

i) demobilize; or

ii) continue with the Services to the extent possible, in which case the Agency shall continue to be paid proportionately and on prorated basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 6.

2.8. **Termination:**

The "MRSPTU" may terminate this Contract in case of the occurrence of any of the events specified as below:

- a) If the Agency fails to remedy a failure in the performance of its obligations,
- b) If the Agency becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c) If the Agency fails to comply with any final decision reached because of arbitration proceedings pursuant to Clause GC 6 hereof.
- d) If the Agency, in the judgment of the "MRSPTU", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e) If the Agency submits to the "MRSPTU" a false statement which has a material effect on the rights, obligations or interests of the "MRSPTU".

- f) If the "MRSPTU", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
 - g) In case of continuous default/ no remedy, even after 20 days from the date of intimation, the contract in respect of the concerned site(s) shall be treated as withdrawn/ terminated.
- 2.8.1. In such an occurrence the "MRSPTU" shall give a not less than seven (7) days' written notice of termination to the Agency.
- 2.8.2. **Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to Clauses GC 2.7 hereof, or upon expiration of this Contract pursuant to Clause GC 2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, and (ii) any right which a Party may have under the Law.
- 2.8.3. **Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7 hereof, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.
- 2.8.4. **Payment upon Termination:** Upon termination of this Contract pursuant to Clauses GC 2.7 hereof, the "MRSPTU" shall make the following payments to the Agency:
- (a) If the agreement is terminated, the Agency shall not be entitled to receive any agreed payments upon termination of the contract. However, the "MRSPTU" may consider making payment for the part satisfactorily performed on the basis of Quantum Merit assessed by it, if such part is of economic utility to the MRSPTU. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 7 of this agreement. The Agency will be required to pay any such liquidated damages to MRSPTU within 30 days of termination date.

3. OBLIGATIONS OF THE AGENCY

3.1. General

- 3.1.1. **Standard of Performance:** The Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the "MRSPTU", and shall at all times support and safeguard the "MRSPTU's" legitimate interests in any dealings with Sub-Contractors or Third Parties.
- 3.2. **Confidentiality:** Except with the prior written consent of the "MRSPTU", the Agency and the Personnel shall not at any time communicate to any person or entity any confidential information acquired during the Services, nor shall the Agency and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.3. **Insurance to be Taken out by the Agency:** The Agency (i) shall take out and maintain, and shall cause any Sub-contractors to take out and maintain insurance, at their (or the Sub-contractors, as the case may be) own cost, insurance against any risks.
- 3.4. **Reporting Obligations:** The Agency shall submit to the "MRSPTU" the reports and documents specified in bid document, if applicable hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

- 3.5. **Documents Prepared by the Agency to be the Property of the "MRSPTU":** All plans, drawings, specifications, designs, reports, other documents and software prepared by the Agency for the "MRSPTU" under this Contract shall become the property of the "MRSPTU", and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "MRSPTU", together with a detailed inventory thereof. The Agency may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the MRSPTU and the MRSPTU reserves right to grant or deny any such request.

4. OBLIGATIONS OF THE "MRSPTU"

- 4.1 **Assistance and Exemptions:** Unless otherwise specified the "MRSPTU" shall use its best efforts to ensure that the Government shall issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- 4.2 **Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Agency for providing the services i.e. GST tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Agency in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Agency under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 5.1(b).
- 4.3 **Payment:** In consideration of the Services performed by the Agency under this Contract, the "MRSPTU" shall make to the Agency such payments and in such manner as is provided by Clause GC 5 of this Contract.

5. PAYMENTS TO THE AGENCY

5.1. Total Cost of the Services

- a) The total cost of the Services payable is set forth in Financial bid as per the Agency's proposal to the MRSPTU and as negotiated thereafter.
- b) There is no separate/additional payments will be made for any visits undertaken or incidental expenses incurred in rendering the operational and maintenance services, etc.
- c) Except as may be otherwise agreed under Clause GC 2.5 and subject to Clause GC 5.1(c), payments under this Contract shall not exceed the amount specified.
- d) Notwithstanding Clause GC 5.1(b) hereof, if pursuant to Clause 4.2 hereof, the Parties shall agree that additional payments shall be made to the Agency to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 5.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 5.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

- 5.2. **Currency of Payment:** All payments shall be made in Indian Rupees.

Terms of Payment The payments in respect of the Services shall be made as follows:

- a) Payment will be made on monthly basis against submission of monthly report including evidence of all hoardings to have been completely visible and not damaged in any way. The Contractor will need to provide supporting documents such as weekly pictures of each site (with newspaper in the frame as evidence of date) and reporting of damage and repair undertaken with timelines.
- b) If evidence is not provided for any particular week, MRSPTU would deduct the payment of that week from the monthly payment.
- c) All payments under this Contract shall be made to the accounts of the Agency as specified in T&C.
- d) **Performance Guarantee**—equivalent to 10% of total value of the Contract in the form of Bank Guarantee shall be produced prior to signing of the Contract. The validity of the Bank Guarantee is valid 60 days beyond the completion of all contractual obligations.

6. Settlement of Disputes

- 6.1 In case of any dispute arising under this agreement, the Vice-Chancellor, Maharaja Ranjit Singh Punjab Technical University, Bathinda would act as an Arbitrator and his decision shall be final and binding on both the parties.

7. Jurisdiction

- 7.1 All disputes will be settled within the jurisdiction of the Head Quarter of MRSPTU, Bathinda.

Submitted for approval please.

18/08/19
Director,
Public Relations

04/09
Dr. Amit Bhatia,
Prof. Deptt. Pharmaceutical
Sciences & Technology

18/08/19
Ar., Ripu Daman Singh,
Head Deptt. Of Architecture

08/01/19
Sh. Subash Kashyap,
Supdt., Gr-II, Store and Purchase

08/01/19
Sh. Harjot Singh Sidhu,
Director, Training & Placement

21/11/19
Prof. J.S. Tiwana,
Dean, (Academic Affairs)

Comments
Registrar
FO.

Vice Chancellor

Maybe approved.
21/11/19

May be approved.