

**e-TENDER**

**FOR**

**Exclusive Rights to Lease out Outdoor  
Advertising Space (Hoardings) at PGSC**

**on**

**Design, Build, Operate, Maintain & Transfer  
(DBOMT) Basis**

**AT**

**PUSHPA GUJRAL SCIENCE CITY  
KAPURTHALA (PUNJAB)**

**TN/PGSC/Admin/2021/Hoardings**

*Pushpa Gujral Science City*  
Jalandhar – Kapurthala Road,  
Kapurthala, Punjab  
Telephone: 01822-5077063 / 64

**Pushpa Gujral Science City**  
Jalandhar – Kapurthala Road, Kapurthala

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## INTRODUCTION

**Pushpa Gujral Science City,  
Jalandhar-Kapurthala Road,  
Kapurthala**

Pushpa Gujral Science City (PGSC), a joint project of Government of India and Punjab Government is a unique project of its kind in Northern India. The Science City offers a blend of education, curiosity and fun to the visitors. It offers an array of facilities like; it has one of the largest dome theatre (I-MAX type) for 10 times bigger screen films, the only facility of its kind in the Northern India; planetarium, laser shows, simulators, Robotic dinosaurs and galleries on fun science, space & aviation, virtual reality, health, sports, defence, railways etc.

PGSC has received 49 lakh visitors since its opening in 2005 with average of 3.25 lakh visitors (both general public and children) every year providing captive audience for promoting products of public, youth and children interest and enhancing their brands value.

PGSC is spread in 72 acre area along National Highway No.: 703A (Jalandhar – Kapurthala Road) and supports traffic from Jalandhar to Kapurthala, Sultanpur Lodhi, Moga, Harike, Bathinda etc onward to Rajasthan and vice versa.

With a view to augment its non-operational revenue, PGSC has decided to lease the hoarding space on Design, Build, Operate, Maintain & Transfer (DBOMT) Basis

### **Aims & Objectives:**

- Provide value to the Clients/Corporates who advertise on hoardings at Pushpa Gujral Science City premises.
- To promote Pushpa Gujral Science City premises as a sought after location for outdoor advertisement.
- Contribute to the aesthetical view of the Pushpa Gujral Science City complex.
- To augment non-operational revenue of PGSC by optimum use of advertising space at PGSC through outdoor advertisement operations.

## **TENDER NOTICE**

PUSHPA GUJRAL SCIENCE CITY  
Jalandhar-Kapurthala Road, Kapurthala  
Telephone: 01822 501963 / 64

Online tenders are invited from reputed Agencies/ Firms /Companies for **Exclusive Rights to Lease Out Outdoor Advertising Space (hoardings)** on DBOMT (Design, Build, Operate, Maintain and Transfer) basis at Pushpa Gujral Science City, Jalandhar-Kapurthala Road, Kapurthala.

Interested tenderers can submit online bids through <https://eproc.punjab.gov.in> by \_\_\_\_\_ (1500 Hrs). For further details, please visit website [www.pgsciencecity.org](http://www.pgsciencecity.org)

**Note:**

- Corrigendum and Addendum, if any will be published online at <https://eproc.punjab.gov.in>
- PGSC reserves the right to accept or reject any application and to annul the process at any time, without any liability and assigning any reason thereof.

## PARTICULARS of TENDER

1	Description of Scope of Work	Online tenders are invited from reputed Agencies/ Firms/ Companies for <b>Exclusive Rights to Lease Out Outdoor Advertising Space (hoardings)</b> on DBOMT (Design, Build, Operate, Maintain and Transfer) basis at <b>PGSC, Jalandhar – Kapurthala Road, Punjab</b> in accordance with relevant clauses of the tender document.
2	Type of Tender	Two stage (Technical and Financial Bids to be opened separately)
3	Total Outdoor Advertising Space offered	2600 square feet
4	Reserve Display Charges	Rs. 360 per square feet per annum + GST / applicable taxes
5	Contract Period	Initially for Five (5) years, extendable by mutual consent and satisfactory performance of services
6	Tender Fee	Rs. 1000/- (Rs. One Thousand only)
7	Earnest Money Deposit	Rs. 25,000/- (Rupees Twenty Five Thousand only)
8	Security Deposit	Security / Bank Guarantee amounting to 25 % of the total quoted amount for 2600 square feet per annum
6	Validity of Tender	4 (Four) Months from Last date of submission of Tender
8	Date & Time of Closure of Tender	
9	Date & Time of Opening of Tender (Technical Bid)	
10	Date & Time of Opening of Tender (Financial Bid)	Financial Bids will be opened of only technically qualified bidders on the same day. In case of any change in the date & time, the same will be intimated separately.
11	Place of Opening of Tender	Pushpa Gujral Science City, Jalandhar-Kapurthala Road, Kapurthala-144601.
12	Contact Persons at PGSC	Manager (Estate & Contract Services)

### Note:

1. Tender Document can only be downloaded from portal site: <https://eproc.punjab.gov.in>
2. Corrigendum and Addendum, if any will be published online at <https://eproc.punjab.gov.in>
3. PGSC will process the tender as per PGSC norms & procedures and PGSC would not be under any obligation to give any clarification to the agencies whose bids are rejected.
4. Tenderers are advised to visit Science City and see the location during office hours on any working day.
5. PGSC reserves the right to accept or reject any application and to annul the process at any time, without any liability and assigning any reason thereof.
6. PGSC reserves the right to reject / cancel any or all or part of the tender of the tenderer without assigning any reason and shall also not be bound to accept highest tenderer. The decision of the PGSC shall be final and binding.
7. If any of the above dates is declared holiday, the activity scheduled for that day will take place on the next working day.
8. Omission, neglect or failure on the part of tenderer to obtain requisite reliable and full information or any matter affecting his / her tender, shall not relieve the tenderer, from any liability in respect of the contract.

## SCOPE OF WORK

Pushpa Gujral Science City invites Technical and Financial Bids through e-Tendering from Outdoor Media Agencies/ Firms /Companies for **Exclusive Rights to Lease Out Outdoor Advertising Space (hoardings) at PGSC** on DBMOT (Design, Build, Operate, Maintain and Transfer) basis in accordance with relevant clauses of the tender document

The scope of work includes:

- (i) The selected Tenderer shall design fabricate, erect and install Hoarding structure and have exclusive rights to *manage, operate, maintain, market and lease* advertising space on these Hoarding structures at PGSC premises and transfer the structures to PGSC after completion of contract period subject to the terms and conditions specified in the tender document and as per applicable policy, statutes, codes, laws, etc, as applicable from time to time.
- (ii) **Outdoor advertising space offered is 2600 square feet** for Hoardings. Thirteen (13) number of hoardings with the size of 20 x 10 feet with unipole structure can be installed or Size and Design of structure can be mutually decided by PGSC and selected tenderer to utilize 2600 square feet.
- (iii) The advertising rights for the selected Hoarding shall vest with the successful tenderer. Any person who wishes to advertise on these hoarding will deal directly with the selected tenderer. PGSC shall have no responsibility for such dealing and there shall be no claim on PGSC for omission or commission etc on the part of the successful tenderer.
- (iv) Successful tenderer shall be responsible for the following activities:-
  - a) Design, Build, Operate, Maintain & Transfer (DBOMT) of Hoarding structures
  - b) Obtain all approvals, permits, etc. as per rules / bye-laws from all competent and required authorities, including government, statutory, local, civic authorities, etc. at its own cost for commercial use of advertisement space, if required. Comply with all statutory requirements in connection with contract/License Agreement.
  - c) Indemnify PGSC against any violation of rules / requirements etc found by authorized Agencies during inspections or otherwise.
  - d) The Hoarding structures will be transferred and become the property of PGSC after the completion of contract period. Tenderer will not claim any charges / cost for handing over the Hoarding structures to PGSC after completion of contract period.

- e) For Hoarding(s) with illumination or electronic display (without audio) the electricity charges will be borne by tenderer. An electric sub meter will be installed and agency will pay the charges as per rates calculated on the basis of actual bill. .
- f) Ensure that in case, hoardings to be lit, the glare of illumination should fall only the display area & should not cause distraction to drivers of vehicles on the highway.
- g) Submit drawings, designs, sizes, specifications and locations to PGSC which shall be reviewed and shall be allowed subject to the approval of PGSC.
- h) Structure shall be designed and checked for extreme wind conditions, earthquakes, soil bearing capacity etc. and shall comply with relevant Indian structural design standards, codes of practice and Bye laws guidelines. The designs shall be certified by an experienced and practicing structural engineer. **Each design of the structures shall carry a safety certificate of 10 years strength, which will be provided to PGSC before commencing the work of construction of hoarding.**
- i) Use of high quality media/fixtures conforming to international standards.
- j) In order to promote energy conservation, LED or any other energy saving devices confirming to BEE standards should be preferred for advertisement sites.
- k) Execute the entire advertisement plans through own staff and operate and manage selling & marketing of the advertising space
- l) Ensure that entire advertisement space is fully engaged by proper advertisement media or any other proper creative to improve the ambience of the location/site. If commercial advertisement is not available for any Hoarding, the same should be utilized to display a message as decided by PGSC. At no stage, any installed advertisement panels shall be left unattended/Barren.
- m) Solely responsible for all dealings / transactions / payments with third party from whom they are taking the advertisements for the Hoarding structures.
- n) Maintain all the display in proper and neat and clean condition and in safe & sound manner during the contract and repaint / replace damaged advertising material.
- o) Ensure regular and timely payments of all amounts due towards PGSC and discharge all obligations/non payment penal charges as per contract/ Agreement.
- p) Promote Pushpa Gujral Science City premises as reputed destination brand for advertising.

## **INSTRUCTIONS**

### **1. SUBMISSION OF TENDERS**

- 1.1. Tenderers may carry out extensive survey of the site where hoardings are to be installed in PGSC premises and analysis of advertisement space at their own cost, before submitting their respective Bids.
- 1.2. Before submitting the tender, the tenderer is advised to ascertain from statutory bodies and satisfy himself about the issue of grant of permission for display of advertisement on hoardings at PGSC premises. PGSC shall in no way be responsible for any delay or refusal of grant of approval by Government.
- 1.3. All tendering process such as sale of tender documents/deposit of earnest money and submission of bid documents shall be carried out through web site <https://eproc.punjab.gov.in>
- 1.4. Any enquiry after submission of tender will not be entertained. Before submitting the tender, the Tenderers must ensure that they satisfy all the eligibility conditions to avoid rejection of their tender.
- 1.5. All documents submitted with the tender shall be in the English Language.
- 1.6. Amendment to the tender document:
  - 1.6.1. At any time, prior to the date of submission of bids, PGSC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify this document.
  - 1.6.2. In this case the corrigendum shall be issued on the PGSC's official website [www.pgsciencecity.org/](http://www.pgsciencecity.org/) <https://eproc.punjab.gov.in> and the same will be binding on all tenderers.
  - 1.6.3. In order to provide the prospective tenderers a reasonable time to take the amendment into account in preparing their bids, PGSC may, at its discretion, extend the deadline for the submission of bids suitably.
- 1.7. The Agency submitting the Tender would be presumed to have considered and accepted all the terms & conditions of the tender.
- 1.8. Financial bid should strictly be in accordance with the enclosed format: Financial Bid.



1.9. In case of **tie in Price bid** i.e. same Highest rate is quoted by more than one tenderer (H1), the following evaluation criteria in order of priority may be noted:

1.9.1. Tenderer with highest turnover.

1.9.2. Tenderer with highest experience.

1.9.3. Firm from Punjab

The above parameters will be inferred from the documents uploaded by tenderer.

1.10. No enquiry, whatsoever, verbal or written, shall be entertained in respect of acceptance and or rejection of tender.

1.11. In case of any technical problem, tenderers can contact on Telephone No.0172-2970263 and 0172-2970284.

1.12. PGSC shall not provide any residential accommodation to any personnel employed by the agency. No cooking or lodging shall be allowed in the PGSC campus for the staff engaged by the agency.

1.13. PGSC shall not be responsible financially, for any injury or otherwise to the person engaged by the agency caused in the course of performing any duty / function under the contract. This liability shall solely be of the Agency who shall indemnify PGSC in this regard.

1.14. Prospective Contractors/Agencies are advised to register themselves with our service provider at <http://eproc.punjab.gov.in> (GOI undertaking) well in advance to participate in the tender.

## **2. ELIGIBILITY CONDITIONS (Technical Bid Documents)**

2.1. Company / Contractor profile

2.2. The tenderer should have executed at least one contract for Outdoor Advertising without any dispute with any Government Authority/ PSU / Autonomous Body etc consisting not less than the amount equal to 40% of the Reserve Price i.e. **Rs. 3,74,000/- during last 3 years ending last day of the month previous to the one in which tenders are invited.** Attach scanned copies of such contract documents / orders during last 3 years.

2.3. Documentary proof viz. **Audited balance sheet by CA may be attached for the last one financial year (2019-20) that Agency has minimum turnover of Rs. 30 lakhs.**

2.4. Documentary proof viz. **Income Tax return may be attached for the last one financial year.**

2.5. Agency shall submit **solvency certificate amounting to Rs. 20 Lakhs from Bank.**

2.6. The firm should have valid PAN and GST registration number. Attach copies of **PAN and complete GST certificate.**

- 2.7. The tenderer should **not have been blacklisted or debarred from participating in tendering by the Central Government/State Government/other Govt. bodies** (Undertaking to be given on company's letter head bearing company seal and duly signed by authorized representative)
- 2.8. Name and designation of the representative of the Agency to whom all references shall be made (*Attach Authorization Letter*)
- 2.9. Signed & Stamped copy of Tender Document
- 2.10. Details as per Annexure-2.

### **3. FINANCIAL BID INSTRUCTIONS**

- 3.1. Allotment will be made on the basis of the highest total display charges quoted by the technically qualified tenderer.
- 3.2. **Display Charges will be quoted per square feet per annum excluding GST, it will be extra.**
- 3.3. The financial evaluation of the bid will be considered on the total quoted price. Such price should be exclusive of any taxes.
- 3.4. Financial bid will be online as per the Annexure: 1.
- 3.5. **Reserve Display Charges: Rs. 360/- per square feet per annum plus GST/applicable taxes.**
- 3.6. Firms quoting less than the Reserve Display Charges will not be considered and rejected.
- 3.7. The cost of Designing, Fabrication, installation, operations, maintenance and transfer of Outdoor Advertising media hoarding structure will be borne by the successful tenderer.
- 3.8. If a firm quote NIL Display charges, the bid shall be treated as unresponsive and will not be considered.

### **4. OTHER INSTRUCTIONS**

- 4.1. Tenderers are advised to visit the site and inspect the facilities available at the PGSC. For any clarification, Manager (Estate) may be contacted.
- 4.2. No interest will be paid on EMD
- 4.3. EMD will be forfeited in case successful tenderer does not sign the agreement in stipulated period given in the Letter of Intent.

## **OTHER TERMS & CONDITIONS**

### **1. PERIOD OF CONTRACT**

- 1.1. The contract shall be for a period of FIVE years with 3 months grace period (for Design and Built hoarding structures & other necessary works and approvals) from the date of start, which shall be indicated in the award letter / Agreement.

### **2. EXTENSION OF CONTRACT PERIOD**

- 2.1. If PGSC finds the work of contractor satisfactory and Contractor also desires to continue operations of facilities at Science City then contract can be extended on mutually agreed period and term & conditions.
- 2.2. The Security Deposit will be withheld for the extended period and no interest will be payable.

### **3. ADVERTISING SPACE**

- 3.1. Outdoor Advertising Space offered is 2600 square feet.
- 3.2. The outdoor Advertising space can be increased during the contract period, if contractor as well as PGSC desire so, then the Display charges for the additional area per square feet will be as per the prevalent display charges per square feet for the existing hoardings at that time of contract period.
- 3.3. The Contract period will remain same and common for all the hoarding structures i.e the contract period for the additional advertising space, if any, will be in proportionate to the remaining contract period for the already leased space.
- 3.4. The scope of work and terms & conditions for additional advertising space will be same as per the Agreement.

### **4. SECURITY AND PAYMENTS**

#### **4.1. Security**

- 4.1.1. The Tenderers shall deposit EMD of Rs. 25,000/- at the time of submission of tender. EMD of the successful tenderer will be kept as Security for the duration of the contract period. It will be returned only after the completion of the Contract period.
- 4.1.2. Successful Tenderer will deposit additional Security Deposit or Bank Guarantee amounting to 25% of the total quoted amount for 2600 square feet per annum at the time of signing of agreement.
- 4.1.3. No interest will be payable on Security Deposit.

- 4.1.4. The Security deposit is liable to be forfeited wholly or partially if:
- 4.1.4.1. Any amount which PGSC becomes liable to pay to the Government/Third party due to any default on part of the Contractor or any of his director/ employees/ representatives/ servant/ agent, etc.
  - 4.1.4.2. Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered on its behalf.
  - 4.1.4.3. Any outstanding payment/ claims of PGSC remained due after completion of relevant actions as per agreement.
- 4.1.5. Once the amount under above clause is debited, the Contractor shall replenish the Interest Free Performance Guarantee/security Deposit to the extent the amount is debited within 30 days period, failing which, it shall be treated as Contractor's Event of Default.
- 4.1.6. Any damage is caused by the contractor / his or her employee(s) or caused to be allowed to any person to the infrastructure, equipment and any other things belonging to PGSC
- 4.1.7. The tenderer declines to render services at the rates agreed upon, due to any reason.
- 4.1.8. Tenderer fails to fulfil any terms & Conditions of the agreement.
- 4.1.9. As per the termination clause.

## **4.2. Payments**

- 4.2.1. Payment will become due after completion of grace period whether fully commercially utilized or not by the Contractor.
- 4.2.2. Payments will be made quarterly in advance by 7<sup>th</sup> of first month of each quarter.
- 4.2.3. The statutory taxes/GST, local levies, dues, etc shall be as applicable on the payments to be made to PGSC.
- 4.2.4. The Display Charges at which the rights are allotted will be increased by 5% every year over the previous year during the contract period.
- 4.2.5. Electricity bill will be payable by the contractor based on a separate sub meter reading to be installed for the purpose. The rate of electricity shall be the same, which PGSC will pay to Punjab State Power Corporation Ltd. (PSPCL).
- 4.2.6. Electricity bill shall be paid at the end of each month, to be payable by 10<sup>th</sup> of next English calendar month.
- 4.2.7. For any late payment, 12% penal interest shall be charged.
- 4.2.8. In no case, payments shall be allowed to remain outstanding for a period of more than 90 days. If any stage, the dues remain outstanding for the period of more than 90 days, the contract/License agreement will stand automatically terminated without giving any notice to the Contractor and Interest Free Performance Guarantee/Security Deposit shall stand forfeited.

## **5. CONTRACTORS RESPONSIBILITIES**

- 5.1. In addition to the responsibilities mentioned in the Scope of Work, Contractor will be responsible for observing all the legal requirements / obligations regarding working conditions of his employees under various labour, service, ESI, PF, other statutory requirements and other laws which may be in force.
- 5.2. All the Taxes applicable from time to time shall be the responsibility of the contractor.
- 5.3. Comply with rules and notifications of Ministry of Labour, Government of Punjab.
- 5.4. Indemnify PGSC against any violation of rules / requirements etc found by authorized Agencies during inspections or otherwise.
- 5.5. A separate sub meter shall be installed at the site. Electricity bill to be totally paid by the contractor. The rate of electricity shall be the same, which PGSC will pay to Punjab State Power Corporation Ltd. (PSPCL).

### **5.6. Premises**

- 5.6.1. The contractor will not transfer or sublet the contract.
- 5.6.2. The contractor will not make any kind of excavation or construction including alteration or modification in the premises without the permission of PGSC in writing and further, he shall have no right to use PGSC property for his/her employee's personal purpose. The contractor shall not claim to make any such alteration / modification which may damage the premises as existing originally.
- 5.6.3. The contractor will not alter or damage PGSC's property as well the plantation work provided in the premises. In fact he shall be responsible for its care and safety, failing which he will be liable to pay its cost as decided by the PGSC. PGSC has the authority to inspect the leased space any time without giving any notice to the contractor.
- 5.6.4. The contractor will keep the premises clean and maintain its hygiene and aesthetics.
- 5.6.5. The contractor will not encroach upon the rights of other contractors, running their business in the PGSC premises.
- 5.6.6. On termination of contract, the contractor will hand over the hoarding structures or any other item in the functional form to PGSC, else PGSC will have the right to deduct repair cost from the Security Deposit or other dues payable or charge the contractor for the same.

### **5.7. Expenses for Execution Agreement**

- 5.7.1. The expenses for preparation and execution of Agreement for this contract shall be borne by the contractor

## 5.8. Maintenance

5.8.1. Maintenance of all equipment used for outdoor media advertising display etc whether provided by PGSC or arranged by the contractor, to be done by the contractor.

5.8.2. In the event of theft, pilferage or damage to the PGSC's property, and if proved that the contractor or his staff are responsible; the agency shall make good all the losses and remove the concerned person identified as responsible from the services.

## 5.9. Other Important Conditions

5.9.1. Any credit facility extended by contractor will be at his / her cost and risk. The PGSC will not take any responsibility on this account.

5.9.2. All the statutory requirements regarding payment to the workers shall be exclusive liability of the contractor.

5.9.3. All the Taxes applicable from time to time shall be the responsibility of the contractor.

5.9.4. The contractor will be himself / herself responsible for insurance of his / her goods and will indemnify PGSC from any losses due to operations, fire, theft, force majeure etc.

## 6. INDEMNIFICATION:

6.1. All other statutory taxes, statutory dues, local levies, royalties, as applicable shall be remitted by the Contractor in addition to the remittance of quoted Display Charges to the PGSC. The successful tenderer shall **indemnify** PGSC from any claims that may arise from the statutory authorities in connection with this Agreement.

6.2. The successful tenderer shall fully **indemnify** PGSC against any actions, claim related to permissions, display of advertisements / design / patent / trademark etc., and shall be solely responsible for payment of royalties etc. which may be payable for any item included in the contract.

6.3. The successful tenderer shall **indemnify** and keep indemnified the PGSC against all losses and claims for injuries or damage to any persons or any property or legal suit / claim filed whatsoever which may arise out of or in consequence of the construction, operation and maintenance of works and against all claims, demands proceedings, damages costs, charges and expenses whatsoever in respect of or in relation thereto.

6.4. The **advertising rights** shall **vest with** the Contractor. Any person who wishes to advertise on the hoarding will deal directly with the Contractor and will have no dealing with the PGSC or make

any claim on the PGSC for omission or commission etc on the part of Contractor. The Contractor shall keep PGSC indemnified from any such claims or actions.

## **7. INSURANCE**

**7.1.** The Contractor shall obtain a public liability insurance policy for third party liabilities (Bodily injury / Accidental deaths / property damage) arising out at the premises and legal costs incurred in connection therewith.

## **8. OBLIGATIONS OF THE PUSHPA GUJRAL SCIENCE CITY**

**8.1.** PGSC will lease the required space in the premises of PGSC for construction of hoarding / outdoor media display structure.

**8.2.** PGSC will provide the electricity power line and sub-meter near the hoarding / outdoor media display structure site.

## **9. STANDING COMMITTEE FOR MUTUAL RESPONSIBILITIES AND ANY DISPUTES**

**9.1.** A standing committee consisting of two representatives of PGSC and two representatives of the contractor shall be constituted, which will be headed by the Director, PGSC or any other person nominated by the Director General, PGSC. For taking the decision(s) / settlement(s) for the following issues:

9.1.1. Location of sites

9.1.2. Design / Size of Hoarding Structures

9.1.3. For removing difficulties and for operating the contract and resolving mutual problems in an amicable manner. The decision / settlement arrived at there in shall be binding.

9.1.4. Any other issue

## **10. FORCE MAJEURE**

Neither PGSC nor Agency shall be considered in default in performance of its obligations, if such performance is prevented or delayed for any causes beyond the reasonable control of the party affected such as war, hostilities, revolution, riots, civil commotion, strikes, lockouts, epidemic, fire, explosion, flood, earthquake or because of any law and order proclamation, regulations or ordinance of any Government or sub-division thereof

or because of any Act of God or any other cause beyond the control of the concerned party which could not have been foreseen or avoided by the exercise of due diligence and so it becomes impossible of performance, provided notices in writing of any such cases with necessary evidence that the obligation thereby affected or prevented or delayed is hereby given within 14 days from the happening of the event and in case it is not possible to serve the 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 party whose liability to perform its obligation has been affected shall notify the other party the actual delay occurred in such affected activity and both the parties will mutually take the notice and decision on the effects occurred due to force majeure.

## **11. TERMINATION OF CONTRACT**

- 11.1.** The contract can be terminated by either party after giving 6 months notice.
- 11.2.** Without prejudice to other provisions herein, the contract can be terminated by PGSC by giving a prior notice of 3 months on violation of conditions of contract or on account of default of proper services or deposit of payments by contractor. For operation of this clause a standing committee constituted by the Director General, shall submit their deliberations to the Director General.
- 11.3.** In case of termination of the contract during the contract period in violation of any clause of the agreement, security Deposit will be forfeited.
- 11.4.** In case of termination of the contract by the contractor, during the contract period, Contractor shall not remove his / her any equipment from the PGSC site without the permission of the PGSC, before full and final adjustment of accounts.
- 11.5.** In case of termination of contract for convenience of both the parties i.e. PGSC and contractor who mutually agree to terminate the contract, the contractor will keep running the services as per the terms and conditions of the contract until PGSC appoints new contractor or for 6 months, whichever is earlier.

## **12. ARBITRATION**

- 12.1.** All disputes between PGSC and the contractor arising out of this agreement entered into or in relation thereto or regarding the interpretation of any clause, terms and conditions thereof shall be referred to the Director General, Pushpa Gujral Science City acting as such at the time of reference or any other person as may be nominated by the DG who will be the sole



arbitrator and his decision will be final and binding. In case the nominated Arbitrator is unable to commence or continue with the Arbitral proceedings for any reason whatsoever, the Director General, PGSC shall nominate / appoint another officer of PGSC who shall commence the proceedings and decide the reference. The provision of Arbitration and Conciliation Act 1996 shall apply.

**12.2.** The place for arbitration will be Kapurthala.

### **13. LEGAL JURISDICTION**

**13.1.** District Courts at Kapurthala, Punjab

### **14. SET OFF**

**14.1.** Any sum of money due and payable to the Bidder/Supplier/Contractor (including security deposit refundable to him) under this contract may be appropriated by the Buyer (PGSC) to set off the same against any claim of the Buyer (PGSC) for payment of a sum of money arising out of this contract made by the Bidder/Supplier/Contractor with Buyer (PGSC)

**FINANCIAL BID**

Exclusive Rights to Lease Out Outdoor Advertising Space (hoardings) on DBOMT (Design, Built, Operate, Maintain and Transfer) basis at Pushpa Gujral Science City, Jalandhar-Kapurthala Road, Kapurthala

Item of work	Amount in Figures	Amount in Words
<i>Rate of Display Charges per square feet per annum excluding applicable taxes</i>		

**Name, Signature & Seal of Tenderer**

**Date:**

**Place:**

**NOTE:**

- ***Reserve Display Charges: Rs. 360/- per square feet per annum plus GST/applicable taxes.***
- Bids of the firms quoting less than the Reserve Display Charges will not be considered and rejected.
- The cost of Designing, Fabrication, installation, operations, maintenance and transfer of Outdoor Advertising media hoarding structure will be borne by the successful tenderer.
- If a firm quote NIL display charges, the bid shall be treated as unresponsive and will not be considered.
- All the taxes (GST etc) will be extra payable by Tenderer

**PARTICULARS OF TENDERER**  
Use Additional Sheet if necessary

S.No		(To be filled in by the Tenderer) Documents attached at which page number
1	Name of Agency	
2	Postal Address ➤ E-mail address ➤ Telephone No. ➤ Fax No	
3	Name and designation of the representative of the Agency to whom all references shall be made Mobile No. (Authorization Letter)	
4	Company / Contractor Profile	
5	Status of Organization (Whether Private/ Public Sector Undertaking / Sole Proprietor / Partnership/Cooperative Society etc.)	
6.	PAN No.: Self Attested copy	
7.	GST No.: Self Attested copy	
8	Income Tax Assessment / Return (Copy of last one (1) year.)	
9	Documentary proof viz. Audited balance sheet by CA may be attached for the financial year 2019-20 that Agency has minimum turnover of Rs. 30 lakhs.	
10	Details of Experience of Similar Work. The tenderer should have executed at least one contract for Outdoor Advertising without any dispute with any Government Authority/ PSU / Autonomous Body etc consisting not less than the amount equal to 40% of the Reserve Price i.e. Rs. 3,74,000/- . Tenderer should attach scanned copies of such contract documents during last 3 years.	
11	Submit solvency certificate amounting to Rs. 20 Lakhs from Bank.	

12	The Tenderer should not have been blacklisted by any Govt., Semi-Govt. Deptt. or any other organization. (Affidavit from the Contracting Agency should be attached)	
12	Signed Tender Document	
13	Any Other Information	

(Name & Signature of Authorized Person) With seal

Date:

Place:

**AGREEMENT**

**AGREEMENT FOR EXCLUSIVE RIGHTS TO LEASE OUT OUTDOOR ADVERTISING SPACE (HOARDINGS) ON DBOMT (DESIGN, BUILT, OPERATE, MAINTAIN AND TRANSFER) BASIS AT PUSHPA GUJRAL SCIENCE CITY, JALANDHAR-KAPURTHALA ROAD, KAPURTHALA**

This agreement is made on the \_\_\_\_\_ between Pushpa Gujral Science City Society and its successors, assigns, executors etc. (hereafter referred to as the Society/ PGSC) and M/s \_\_\_\_\_ (Hereinafter referred to as the contractor) for exclusive rights **to Lease Out** outdoor advertising space (hoardings) on DBOMT (design, built, operate, maintain and transfer) basis in the campus of Pushpa Gujral Science City, Kapurthala. The following shall form part of this contract:

- Scope of Work-----
- Instructions to Tenderers---
- Terms and Conditions-----
- Accepted rates ----
- Tender Document----
- Corrigendum---

----All correspondence, by which the contract is added or amended, varied or modified in any way, by mutual consent----

**For Contractor**  
Designation  
Contractor Address

**For PGSC, Kapurthala**  
Administrative Officer  
Pushpa Gujral Science City

Kapurthala

**Witness:**

**Witness:**