

ਦਫਤਰ ਡਾਇਰੈਕਟਰ ਸਟੇਟ ਟਰਾਂਸਪੋਰਟ ਪੰਜਾਬ
ਜੀਵਨ ਦੀਪ ਬਿਲਡਿੰਗ, ਸੈਕਟਰ-17ਏ, ਚੰਡੀਗੜ੍ਹ

ਟੈਂਡਰ ਫਾਰਮ

ਪਨਬਸ ਦੀਆਂ ਬਸਾਂ ਤੇ ਐਡਵਰਟਾਈਜ਼ਮੈਂਟ ਦੇ ਬੋਰਡ ਲਗਾਉਣ ਸਬੰਧੀ ਦੇ ਟੈਂਡਰ ਫਾਰਮ

ਇਹ ਫਾਰਮ ਬਦਲਣਯੋਗ ਨਹੀਂ ਹੈ ।

ਟੈਂਡਰ ਫਾਰਮ ਨੰਬਰ _____ ਮਿਤੀ _____

ਟੈਂਡਰ ਫਾਰਮ ਫੀਸ ਜਮਾਂ ਕਰਵਾਉਣ ਦੀ ਰਸੀਦ ਨੰਬਰ _____ ਅਤੇ ਮਿਤੀ _____

1. ਫਰਮ / ਠੇਕੇਦਾਰ ਦਾ ਨਾਂ ਅਤੇ ਪੂਰਾ ਪਤਾ
2. ਦਫਤਰ ਦਾ ਟੈਲੀਫੋਨ ਨੰਬਰ ਘਰ ਦਾ ਟੈਲੀਫੋਨ ਨੰਬਰ
3. ਟੈਲੈਕਸ/ਫੈਕਸ ਨੰਬਰ:
4. ਐਡਵਰਟਾਈਜ਼ਮੈਂਟ ਦੇ ਬੋਰਡ ਲਗਾਉਣ ਦਾ ਪੰਜ ਸਾਲ ਦੇ ਤਜਰਬੇ ਦਾ ਸਰਟੀਫਿਕੇਟ(ਲਾਜਮੀ):
5. ਪੈਨ ਨੰਬਰ ਅਤੇ ਇਸ ਸਾਲ ਦੀ ਭਰੀ ਇਨਕਮ ਟੈਕਸ ਰਿਟਰਨ ਦੀ ਕਾਪੀ
6. ਬਿਆਨਾ ਰਕਮ
7. ਬਿਆਨਾ ਰਕਮ ਦਾ ਡਰਾਫਟ ਨੰਬਰ ਅਤੇ ਮਿਤੀ
8. ਟਰਨ ਓਵਰ ਸਬੰਧੀ ਚਾਰਟਡ ਅਕਾਊਂਟਿੰਟ ਦਾ ਸਰਟੀਫਿਕੇਟ
9. ਫਰਮ/ ਟੈਂਡਰਕਾਰ ਦੀ ਬੈਂਕ ਦਾ ਨਾਂ ਅਤੇ ਖਾਤਾ ਨੰਬਰ :
10. ਹੋਰ ਕੋਈ ਵੇਰਵਾ:

ਟੈਂਡਰਕਾਰ ਦੇ ਹਸਤਾਖਰ ਅਤੇ ਮੋਹਰ

AGREEMENT FOR ADVERTIZEMENT ON BUSES OF PUNBUS.

This agreement is made on this _____ of 2010. Between the Governor of Punjab through Managing Director PUNBUS which expression shall include his successors ? Administrators _____ and assignees (hereinafter call “ the Government”) on one part and -----through its which expression shall include his successors administrators and assignees (hereinafter called” the Contractor) of the other part.

Whereas the space detailed below is available with the PUNBUS for display of advertisement on the fleet of buses approximately numbering 998 ordinary 25 HVAC x7 LEXIA owned by the Punjab Government /PUNBUS or taken on the lease under the kilometer scheme,

SPACE FOR ADVERTISEMENT :-

PUNBUS-A (Euro-1)	LEFT SIDE	Skirt & Stretch Paneling (Between Front & Rear Axle)	17'x1.6'
		Between Rear Wheel and Rear Door	3' X 1.75'
		Between Rear Door and End of Bus	3'x3'
		Between front door and rear wheel	10'x1.6'
	RIGHT SIDE	Skirt & Stretch Paneling (Between Front & Rear Axle)	19.5'x1.6'
		Between Rear Wheel and End of bus.	8'x1.6'
		Between front wheel and rear wheel	12.9'x1.6'
	REAR of BUS		56'X24'
PUNBUS-B (Euro-1)	LEFT SIDE	Skirt & Stretch paneling (Between Front & Rear Axle)	17'x1.66'
		Between Rear Wheel and Rear Door	3' X 2.75'
		Between Rear Door and End of Bus	2'x4'
		Between front wheel and rear wheel	10'x2.75'
	RIGHT SIDE	Skirt & Stretch Paneling	20'x1.66'
		Between Rear Wheel and End of bus	7.25'x2.25'
		Between front wheel and rear wheel	13'x2.75'
		on both side of Railing	12'x0.66'
		Above window glass both side	28'x1' 28'x0.66'
	FLEXI GLASS	Driver Partition	2'x44'
	REAR OF BUS		8'x21'
HVAC BUS	LEFT SIDE	Skirt & Stretch Paneling (Between Front & Rear Axle)	27.10'x3.6' 28'X2.16'
		Between Rear Wheel and Rear Door	3.5'x3'
		Between front wheel and rear wheel	15.5'x3'
	RIGHT SIDE	Skirt & Stretch Paneling (Between Front & Rear Axle)	27.10'x3.6' 33'x3.16
		Between rear wheel and End of bus	8.4'x2.9'
		Between rear wheel and	16'x2.75'

		front wheel	
	Rear of bus		6'x2.5'
LEXIA BUS	LEFT SIDE	Skirt & Stretch Paneling (Between Front & Rear Axle)	34'x3.58' 32'x1.75'
	RIGHT SIDE	Skirt & Stretch Paneling (Between Front & Rear Axle)	34'x3.58' 32'x21'
		Rear of the bus	5'x3'

There may be difference of plus /+- 5% in space which will not be counted by both parties.

From the above space 10% space will be reserved for PUNBUS/ Govt. of Punjab own advertisement.

Provided further that if due to paucity of space on any bus the contractor is not able to utilize the maximum space prescribed, he will not be entitled to claim any compensation.

And whereas the Board of Directors has agreed to lease the said space to the contractor for utilization for advertisement as given above.

And whereas the Contractor has agreed to take on lease the said space for utilization for advertisement.

Now it is hereby mutually agreed by and between the parties as under :-

1. The contract shall remain in force for a period of three years commencing form—
2. (i) That the contractor will deposit the contract money amounting to Rs.---
-----in equal quarterly installments of Rs. -----
----for three years. In case the contractor fails to deposit the quarterly installments (license fee)in advance up to 5th day of the first month of each quarter, he shall be liable to pay Rs. 500/- (Rs. Five Hundred Only) per day as liquidated damages against the delayed installments of licence fee for a period of first thirty days and Rs. 1000/- (Rs. One thousand) per day for further sixty days. Thereafter action will follow as per provision contained in clause 18 ibid. This will be without prejudice to the right of the Government to terminate the contract or to forfeit the security for such non-payment. Payment shall be made by bank draft only drawn on any scheduled bank payable at Chandigarh in the name of the Managing Director, PUNBUS Chandigarh. No payment through Cheques/Cash will be accepted.
(ii) That only full payment of the installment will be accepted. Rebate if any will be adjusted after the reconciliation of accounts is done after the completion of each 3rd quarter.
3. That the payment of License fee will commence from (date of agreement)
No rebate, shall be allowed to the Contractor if he commences the advertisement from some later date.
4. That the contractor shall deposit a security equal to Six months rent of the total contract money for the contract period in the shape of Bank guarantee of any scheduled bank in the name of the Managing Director PUNBUS, Chandigarh before the execution of the deed valid for 40 month. If any arrears are due from the Contractor, the Managing Director will adjust the amount of the arrears and the balance amount of Bank guarantee will be released.
5. The Contractor shall not display any material considered objectionable by the Government or by any authorized Government Agency/Depot Manager PUNBUS.
6. That the fixing/removal of the advertisement boards shall be the responsibility of the Contractor at his own cost and it shall be done with the approval of the responsible official present in the depot but it should not cause any damage/disfiguring of the bus body.

7. That any taxes on publicity, advertisement will be borne by the Contractor and shall be paid directly by him to the concerned Government/Authority as ordered by the same. Service Tax and other tax on contract fee will be deposited by contractor along with contract fee.
8. That the Contractor shall not be entitled to claim any compensation on account of interruption in the display of advertisement due to some unavoidable circumstances i.e. fire, riots breakdown of buses etc. which are unforeseen.
9. That at the expiry or termination of the contract, the contractor shall remove all the hoardings/boards/advertisements/ paintings within a period of ten days. If the boards/advertisements are not so removed, then the Managing Director/PUNBUS can at the cost of the Contractor remove the same. The Contractor would also not be entitled in such a case to claim any amount from the PUNBUS as scrap value of the boards/advertisements.
10. That in case there is any increase over and above the present fleet strength, the contractor shall be liable to pay additional charges per bus in addition to the contracted fleet strength at the rate of amount of contract money divided by the existing fleet strength.

In case the bus/buses remains in workshop for repair more than one month, the Contractor will be allowed rebate on the buses in the same ratio for that period. Provided that no rebate will be paid for a part of month. The rebate shall also be available if fleet strength decreases due to any eventuality.

11. That the Contractor shall have no objection, if up to 10% (Ten percent) advertisement space inside/outside on the buses of PUNBUS is utilized by the PUNBUS/Govt. itself and the Contractor shall not claim any rebate on this account.
12. That the contractor shall reconcile his accounts at the completion of each/ every quarter and will clear up to date dues including charges of liquidated damages or the rebate if any making the payment of next each 3rd quarterly installment within a grace period of Five days.
13. That the painting of panel directly on the bus would be the responsibility of the Contractor but it would be done during the hours when the bus is parked in the depot. No detention of the bus specifically for the purpose of painting of advertising panel would be allowed.
14. That all advertisements except those for Government publicity shall be displayed through the Contractor.
15. That the payment for additional buses offered by the PUNBUS for utilization of advertisement by the Contractor whether utilized or not by the Contractor will have to be made by him as per rates above mentioned.
16. That the Managing Director PUNBUS at Chandigarh shall have full powers to settle any claim with the Contractor on behalf of the PUNBUS during the currency of the contract period.
17. That the Chairman PUNBUS will be fully entitled to terminate the contract before the expiry of the complete term, in case the contractor does not fulfill his part of contract as laid down in the agreement. The Chairman shall without prejudice to their rights given under the contract and remedies available there under, is entitled to terminate the contract and re-auction, the rights to display the advertisement, within a reasonable time after serving fifteen days registered notice on the contractor and also to recover from the contractor the amount of any consequential loss involved with expenses incurred by the PUNBUS in this connection. The contractor shall not be entitled to claim from the PUNBUS the amount offered in excess at re-tendering over and above the contract money for the un-expired period of his contract.
18. That all the the disputes and difference arising in any ways concerning this agreement whatsoever shall be referred to the sole Arbitrator, i.e. Chairman PUNBUS under the provision of the Indian Arbitration and Conciliation Act. 1996. The award of the Arbitrator shall be final and binding on the parties to the agreement.
19. That the courts at Chandigarh alone shall have jurisdiction for the purpose of this contract.

In witness whereof, the parties hereto hereunto set and subscribed their respective hands and seals the day and year first herein above written.

For and on behalf of
B.O.D. (PUNBUS)

(Contractor)

Witness:-

1.....

1.....

2.....

2.....

3.....

3.....

ਦਫਤਰ ਡਾਇਰੈਕਟਰ ਸਟੇਟ ਟਰਾਂਸਪੋਰਟ ਪੰਜਾਬ
ਜੀਵਨ ਦੀਪ ਬਿਲਡਿੰਗ, ਸੈਕਟਰ-17ਏ, ਚੰਡੀਗੜ੍ਹ

ਟੈਂਡਰ ਫਾਰਮ

ਪੰਜਾਬ ਰੋਡਵੇਜ਼ ਦੀਆਂ ਬਸਾਂ ਤੇ ਐਡਵਰਟਾਈਜ਼ਮੈਂਟ ਦੇ ਬੋਰਡ ਲਗਾਉਣ ਸਬੰਧੀ ਦੇ ਟੈਂਡਰ ਫਾਰਮ

ਇਹ ਫਾਰਮ ਬਦਲਣਯੋਗ ਨਹੀਂ ਹੈ ।

ਟੈਂਡਰ ਫਾਰਮ ਨੰਬਰ _____ ਮਿਤੀ _____

ਟੈਂਡਰ ਫਾਰਮ ਫੀਸ ਜਮਾਂ ਕਰਵਾਉਣ ਦੀ ਰਸੀਦ ਨੰਬਰ _____ ਅਤੇ ਮਿਤੀ _____

1. ਫਰਮ /ਠੇਕੇਦਾਰ ਦਾ ਨਾਂ ਅਤੇ ਪੂਰਾ ਪਤਾ
2. ਦਫਤਰ ਦਾ ਟੈਲੀਫੋਨ ਨੰਬਰ ਘਰ ਦਾ ਟੈਲੀਫੋਨ ਨੰਬਰ
3. ਟੈਲੈਕਸ/ਫੈਕਸ ਨੰਬਰ:
4. ਐਡਵਰਟਾਈਜ਼ਮੈਂਟ ਦੇ ਬੋਰਡ ਲਗਾਉਣ ਦਾ
ਪੰਜ ਸਾਲ ਦੇ ਤਜਰਬੇ ਦਾ ਸਰਟੀਫਿਕੇਟ(ਲਾਜਮੀ):
5. ਪੈਨ ਨੰਬਰ ਅਤੇ ਇਸ ਸਾਲ ਦੀ ਭਰੀ ਇਨਕਮ ਟੈਕਸ ਰਿਟਰਨ ਦੀ ਕਾਪੀ
6. ਬਿਆਨਾ ਰਕਮ
7. ਬਿਆਨਾ ਰਕਮ ਦਾ ਡਰਾਫਟ ਨੰਬਰ ਅਤੇ ਮਿਤੀ
8. ਟਰਨ ਓਵਰ ਸਬੰਧੀ ਚਾਰਟਡ ਅਕਾਊਂਟਿੰਟ ਦਾ ਸਰਟੀਫਿਕੇਟ
9. ਫਰਮ/ ਟੈਂਡਰਕਾਰ ਦੀ ਬੈਂਕ ਦਾ ਨਾਂ ਅਤੇ ਖਾਤਾ ਨੰਬਰ :
10. ਹੋਰ ਕੋਈ ਵੇਰਵਾ:

ਟੈਂਡਰਕਾਰ ਦੇ ਹਸਤਾਖਰ ਅਤੇ ਮੋਹਰ

ਪੰਜਾਬ ਰੋਡਵੇਜ ਦੀਆਂ ਬਸਾਂ ਤੇ ਐਡਵਰਟਾਈਜ਼ਮੈਂਟ ਟੈਂਡਰਾਂ ਦੀ ਵਿੱਤੀ ਬਿੱਡ ਦਾ ਪ੍ਰੋਫਾਰਮਾ

:

ਬਸ ਦੀ ਕਿਸਮ

ਪ੍ਰਤੀ ਮਹੀਨਾ ਪ੍ਰਤੀ ਬਸ ਦਿੱਤੀ ਜਾਣ ਵਾਲੀ ਫੀਸ
(ਅਖਰਾਂ ਵਿਚ) _____ (ਸਬਦਾਂ ਵਿਚ)

ਸਧਾਰਨ ਬਸ ਪ੍ਰਤਿ 100

ਕਿਲੋਮੀਟਰ ਚਲਣ ਦਾ ਰੇਟ

ਕਿਲੋਮੀਟਰ ਸਕੀਮ

ਇੰਟੈਗਰਲ ਕੋਚ

ਜੇਕਰ ਸਬਦਾਂ ਅਤੇ ਅਖਰਾਂ ਦੀ ਰਕਮ ਵਿਚ ਫਰਕ ਹੋਵੇਗਾ ਤਾਂ ਸਬਦਾਂ ਦੀ ਰਕਮ

ਸਹੀ ਮੰਨੀ ਜਾਵੇਗੀ,

ਟੈਂਡਰਕਾਰ ਦੇ ਹਸਤਾਖਰ ਅਤੇ ਮੋਹਰ

ਪਨਬਸ ਦੀਆਂ ਬਸਾਂ ਤੇ ਐਡਵਰਟਾਈਜ਼ਮੈਂਟ ਟੈਂਡਰਾਂ ਦੀ ਵਿੱਤੀ ਬਿੱਡ ਦਾ ਪ੍ਰੋਫਾਰਮਾ :

<u>ਬਸ ਦੀ ਕਿਸਮ</u>	<u>ਪ੍ਰਤੀ ਮਹੀਨਾ ਪ੍ਰਤੀ ਬਸ ਦਿੱਤੀ ਜਾਣ ਵਾਲੀ ਫੀਸ</u> <u>(ਅਖਰਾਂ ਵਿਚ)</u>	<u>(ਸਬਦਾਂ ਵਿਚ)</u>
ਪਨਬਸ ਏ	-----	-----
ਪਨਬਸ ਬੀ	-----	-----
ਐਚ.ਵੀ.ਏ.ਸੀ	-----	-----
ਲੈਕਸੀਆਂ	-----	-----

ਜੇਕਰ ਸਬਦਾਂ ਅਤੇ ਅਖਰਾਂ ਦੀ ਰਕਮ ਵਿਚ ਫਰਕ ਹੋਵੇਗਾ ਤਾਂ ਸਬਦਾਂ ਦੀ ਰਕਮ
ਸਹੀ ਮੰਨੀ ਜਾਵੇਗੀ,

ਟੈਂਡਰਕਾਰ ਦੇ ਹਸਤਾਖਰ ਅਤੇ ਮੋਹਰ

OFFICE OF THE MANAGING DIRECTOR,PUNBUS COMPANY ,JEEVAN DEEP BUILDING SECTOR 17-A, CHANDIGARH.

TENDER NOTICE

DISPLAY OF ADVERTISEMENTS ON THE BUSES OF PUNBUS COMPANY/PUNJAB ROADWAYS .

Sealed tenders from advertising agencies for sole rights to display advertisements on 998 Ordinary 25HVAC and 7 Lexia buses of PUNBUS/Punjab Roadways 658 & K.M scheme 69 buses ,are invited by the Managing Director,PUNBUS ,Jeevan Deep Building ,Sector 17-A,Chandigarh for a period of three years, The number of buses however, can be increased/decreased. The display of advertisement of the following size will be allowed inside/on either of the railing, on the rear and both sites of the buses:-

1. Space for Advertisement:- As in agreement form and specification attached with form.
From the above space 10% space will be reserved for PUNBUS/Govt. of Punjab's own advertisement.
2. The tenderer should furnish a certificate /proof from the competent authority that they have five years experience in this line and their turn over is above Rs.50 lakh per annum. Experience must be certified by submitted proof of satisfactory performance from two clients.
3. Tender form can be purchased from office after payment of Rs 1000/- to the cashier and showing the receipt to Tender issue Branch up to-30.04.2010.
4. Tender should be accompanied by a Demand Draft of Rs.2,00,000/-(Rs.Two Lakhs Only) drawn on any Bank and payable to the Managing Director,PUNBUS/DST Chandigarh as earnest money. The tender without earnest money will not be considered. In the event of any tenderer backing out to enter in to contract, the earnest money shall be forfeited.
5. Tenders should be sent by Registered post or handed over personally so as to reach the office of the undersigned latest by 12.00 P.M . on 03.05.2010.The tenders will be opened on the same day at 3.30P.M in the presence of tenderer,who may like to be present.
6. The detailed terms and conditions as contained in the Draft Agreement can be had from the office of the undersigned on any working day. The tenderer will submit draft agreement duly signed along with the tenders.
7. The undersigned reserves the right to accept or reject any tender/all tenders without assigning any reason.
8. The firms who have purchased forms earlier need not purchase from again.
9. This notice is also available at Punjab govt. web site at [http". Punjabroadways.gov. in .](http://Punjabroadways.gov.in)
10. Form can also be downloaded for the above web site .But the tenderer will have to deposit Rupees 1000/- in cash before submitting tender in the office.

Managing Director Punbus

DRAFT AGREEMENT

AGREEMENT FOR ADVERTISEMENT ON BUSES OF PUNJAB ROADWAYS.

This agreement is made on this _____ of 2010 Between the governor of Punjab through Director State Transport , Punjab which expression shall include his successors, administrators and assignees (hereinafter called the government) of one part And (through its which expression shall include his successors administrators and assignees(hereinafter called the Contractor) of the other part;

i)	Inside the Buses	0.60mX0.30m.Plates in each bus maximum 4 No.
ii)	On both side of the Bus	Conductor side :16X1.6',10ft 6inch X1ft6inch. Driver side 22X1.6,6'X1.6',12'X 1.6'
iii)	On the rear of the Bus	6X2 board on each Bus. The size of the panel may be slightly modified, within the permissible area subject to condition that there is no interference with respect to backlights or any other features specified under the Motor Vehicle Act.
iv)	KM Scheme Integral Buses	Left side: 174"X61" Right side174"X61" Skirt & Stench Paneling between Fronted rear Axle.

Contra Vision adv. On A.C window glass 6.5' X 2.25'.

Provided further that if due to paucity of on space any bus the Contractor is not able to utilize the maximum space prescribed, he will not be entitled to claim any compensation .

And whereas the Government has agreed to lease the said space to the contractor for utilization for advertisement as given above.

And whereas the contractor has agreed to take on lease the said space for utilization for advertisement.

Now it is hereby mutually agreed by and between the parties as under:-

1. The contract shall remain in force for a period of three years commencing from _____
2. (i) That the contractor will deposit the contract money amounting to Rs. _____ in equal quarterly installments of Rs. According to the Rate quoted for per 100K.M run on the basis of information received from depot by static branch Kilometer of previous quarter will be taken for calculating amount to be deposited in the quarter as a advance payment for three years. In case the contractor fails to deposit the quarterly installments (License-fee)in advance up to 5th day of the first month of each quarter , he shall be liable to pay Rs.500/-(Rs .Five Hundred Only) per day as Liquidated damages against the delayed installments of license-fee for a period of first thirty days and Rs.1000/-(Rs. One thousand) per day for further Sixty days. Thereafter action will follow as per provision contained in clause 18ibid.This will be without prejudice to the right of the government to terminate the contract or to forfeit the security for such non-payment. Payment shall be made by bank draft only drawn on any scheduled bank at Chandigarh in the name of "Additional director (Finance & Accounts),Office of the Director State Transport, Punjab Chandigarh.No payment through Cheques/Cash will be accepted.
(ii) That only full payment of the installment will be accepted .Rebate if any will be adjusted after the reconciliation of account is done after the completion of each quarter.
3. That the payment of License fee will commence from _____ No rebate, shall be allowed to the Contractor if he commences the advertisement from same later date.
4. That the Contractor shall deposit Security equal to Six months rent of the total contract money for the contract period in the shape of Bank

Guarantee Drawn on any scheduled bank in the name of Additional Director (Finance & Accounts) Office of the Director State Transport Punjab, Chandigarh before the execution of the contract. The security will remain deposited with the Government till the expiry of the contract and will be returned after the Contractor has paid the full amount of the Government. If any arrears are due from the Contractor the Government will adjust the amount of security ,against arrears and the balance will be released.

5. That the Contractor shall not display any material considered objectionable by the government or by any authorized Government Agency/General Manager.
6. That the fixing /removal of the advertisement boards shall be the responsibility of the Contactor at his cost and it shall be done with the approval of the General Manager concerned but it should not cause any damaged displaying of the bus body official present in the depot .
7. That any Taxes on publicity advertisements will be borne by the Contractor and shall be paid directly by him to the concerned Government Authority as ordered by the same .
8. That the Contractor shall not be entitled to claim any compensation on account of interruption in the display of advertisement due to some unavoidable circumstances i.e. fire, riots ,breakdown of buses etc.which are unforeseen.
9. That at the expiry or termination of the contract, the contractor shall remove all hoardings/boards/advertisements/paintings within a period of ten days. If the boards/advertisements are not so removed, then the Transport Department can at the cost of the Contractor remove the same . The Contractor would also not be entitled in such a case to claim any amount from the Transport Department as scrap value of the boards/advertisements.
10. Service Tax /other tax on the quarterly installment will be paid by the contractor along with contract fees as applicaiable.
11. That the Contactor shall have no objectin,if up to 10% advertisement space inside/outside on the busses of Punjab Roadways /Punbus is utilized by the Govt, itseelf and the Contractor shall not claim any rebate on this account.
12. That the contractor shall reconcile his accounts at the completion of each every quarter and will clear up to date dues including charges of liquidated damages or the rebate if any before making the payment of next each 3rd quarterly installment within a grace period of five days.
13. That the painting of panel directly on the bus would be the responsibility of the Contractor but it would be done during the hours when the bus is parked in the depot .No detention of the bus specifically for the purpose of painting of advertising panel would be allowed.
14. That all advertisements except those for Government publicity shall be displayed through the Contractor.
15. That the payment for additional buses offered by the government for utilization of advertisement by the contractor whether utilized or not by the Contractor will have to be made by him as per rates above mentioned.
16. That the Director State Transport, Punjab Chandigarh shall have full powers to settle any claim with the Contractor on behalf of the Government during the currency of the contract period .
17. That the government will be fully entitled to terminate the contract before the expiry of the complete term, in case the contractor does not fulfill his part of contract as laid down in the agreement .The Government shall without prejudice to their rights given under the contract and remedies available there under, is entitled to terminate the contract and re-auction , the rights to display the advertisement ,within a reasonable time after serving fifteen days registered notice on the contractor and also to recover from the contractor the amount of any consequential loss involved with the expenses incurred by the Government in this connection. The Contractor shall not be entitled to claim, from the Government the amount offered in excess at re-tendering over and above the contract money for the un-expired period of his contract.

18. That all the disputes and difference arising in any ways concerning this agreement whatsoever shall be referred to the sole Arbitrator ,i.e. Secretary to Government ,Punjab .Transport Department ,under the provision of the Indian Arbitration and conciliation Act,1996. The award of such Arbitrator shall be final and binding on the parties to the agreement.

19. That the courts at the Chandigarh alone shall have jurisdiction for the purpose of this contract.

In witness whereof, the parties hereto have hereunto set and subscribed their respective hands and seals the days and year first herein above written.

For and on behalf of
Punjab(Government)

(Contractor)

Witness

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____