

**MAHARAJA RANJIT SINGH PUNJAB TECHNICAL UNIVERSITY,  
BADAL ROAD, BATHINDA.**

**Instructions to Tenderer**

1. No tender will be accepted in physical form. The bidders shall have to submit their bids online in Electronic Format under Digital Signatures.
2. The scan copy of Terms and Conditions of this tender document duly signed and stamped must be uploaded, failing which their bids may be rejected and will not be considered.
3. MRSPTU, Bathinda will not be responsible for any delay in online submission of bids due to any reason whatsoever.
4. Bidders should also send the scanned copies of Tender fee and EMD as specified in the tender documents with online documents.
5. The details of EMD specified in the tender document should be same as submitted online (scanned copies). Otherwise tender will be rejected summarily.
6. The conditional bids shall not be considered and will be outrightly rejected.
7. If Samples are required for checking the quality of the material, the supplier has to submit within 2/5 days failing which the rates of item will not be considered. If the sample not found as per required quality by committee, the rates quoted for the item will be treated invalid.
8. Before quoting the rate, the supplier/bidder can check the sample in the Institute Central Store during any working day (Monday to Friday) 9.00 AM to 5.00 PM.
9. At any time prior to the deadline for submission of bid, the institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tender (s), modify the tender document by amendment.
10. The amendment (if any) will be published on University website [www.mrsptu.ac.in](http://www.mrsptu.ac.in) only and prospective bidders are required to keep updated by visiting site regularly.
11. MRSPTU, Bathinda reserves full right to reject any and /or all offers without assigning any reason.
12. MRSPTU, Bathinda may remove or add any vendor during contract.
13. Any conditional bid or a bids that is not in the prescribed Performa will not be accepted.

**Read and Accepted.**

**(Signature & Stamp of Tenderer)**

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**TERMS & CONDITION FOR PURCHASE OF STATIONERY ITEMS ON THE BASIS OF  
RATE CONTRACT**

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| 1. | <b>FOR:</b> - Rates shall be quoted in Indian Rupees & MRSPTU, Bathinda and its Constituent Colleges i.e. PITs, Nandgarh, Rajpura, GTB Garh (Moga) & Punjab State Aeronautical Engg. College, Patiala   |
| 2. | The quote should submit financial/Commercial bid strictly according to format prescribed on the portal.   |
| 3. | <b>Delivery Period: 20 days</b><br><br>The supply of material is required within 20 days or stipulated date as mentioned in the supply order. Being an Educational Institution, time is essence of the order. Date of the delivery shall be strictly adhere to, otherwise, the Institute reserves the right not to accept the delivery in part or full. On delay in delivery, the penalty will be imposed as per institute rules.<br><br><ul style="list-style-type: none"><li>a) No recovery of penalty will be made if the delayed supplies are acceptable by extending the delivery period by the Competent Authority.</li><li>b) The Competent authority will allow extension on the request of the supplier by recording in writing that in exceptional circumstances the supply was beyond the control of the supplier and there was no loss to the institute.</li><li>c) Part Supply is normally not acceptable. But may be allowed in genuine cases, on written request and subject to approval only.</li><li>d) The supplier will be liable to the purchaser for any excess costs incurred for Procurement of goods or services not delivered in time.</li></ul> |
|    | <b>Taxes:-</b><br><ul style="list-style-type: none"><li>a) The GST or any other chargeable taxes must be specifically mentioned failing which no tax/duty will be allowed at subsequent stage. Otherwise, it will be termed as inclusive of all taxes.</li></ul>  |
| 5. | <ul style="list-style-type: none"><li>a) MRP rates must be mentioned in the tender (where applicable)</li><li>b) The supplier cannot charge rates more than MRP. If the rates are found more than MRP rates at any stage the excess charged amount will be deducted out of their payment.</li><li>c) The supplier shall quote rates strictly for brand/make mentioned by institute in the financial bid. However, where there is no mention of make/model, the supplier may quote their brand as per institute's required specification (if mentioned). If supplier change the specification or make /model at their own level the bid will be liable to be rejected.</li></ul>   |
|    | <b>Read and Accepted.</b> <span style="float: right;"><b>(Signature &amp; Stamp of Tenderer)</b></span>   |

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| 6. | <p><b><u>Payment Terms:-</u></b></p> <p>a) 100% payment will be released against delivery and inspection of the material in the university or designated place. No advance payment will be made for the supplies.</p> <p>b) Payment shall be made by Cheque or such other mode/ electronic fund transfer offered by the Bank</p> <p>c) Any loss or damage to the items while handling/transporting till such time the items are delivered and handed over to central store of the institute is the responsibility of the supplier/dealer.</p>  |
| 7. | <p><b><u>Validity of Offer :-</u></b></p> <p>a) The offer shall be kept valid for at least 90 days.</p> <p><b><u>Period of Rate Contract:-</u></b></p> <p>a) The quoted rates shall remain valid for 1 year.</p> <p>b) The approved rates of all the items shall remain firm throughout the Contract period.</p> <p>c) The Rate Contract will generally be valid for a minimum period of one year. However the rates for more than one year may also be considered subject to acceptance of both purchaser &amp; seller.</p>   |
| 8. | <p><b><u>Tender Document fee &amp; Earnest Money:-</u></b></p> <p>a) Tender fee of Rs.1000/-(Non-refundable) Which is payable on line.</p> <p>b) Earnest Money of Rs.30000/- (refundable) Through E-Payment only. The Bids without EMD shall also be treated as invalid.</p> <p>c) The Institute is not liable to pay any interest on EMD. Earnest Money deposit shall be forfeited in following circumstances:-</p> <p style="padding-left: 40px;">(i) If the tenderer, withdraws its bid during the validity period of offer.</p> <p style="padding-left: 40px;">(ii) If the successful tenderer refuses or neglects to execute the contract and failed to supply the ordered material within stipulated period as given by institution.</p> <p>d) The Earnest Money of successful bidders will be retained till period of award of contract as a security amount.</p> <p><b>However, the EMD(s) of unsuccessful bidders will be released after Finalization of award of contract.</b></p> |
|    | <p style="text-align: center;"><b>Read and Accepted.</b> <span style="float: right;"><b>(Signature &amp; Stamp of Tenderer)</b></span></p>   |

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| 9.  | <p><b><u>Award of Contract:-</u></b><br/>The order will be placed with Lowest bidder amongst the bids received as per required specifications, sample and brand/make/model of material given in the tender documents.</p>   |
| 10. | <p>a) The University may accept a tender in part or whole of the quantity offered or reject any tender without assigning any reasons, and may not accept the lowest tender or in case of any doubt dispute whatever may be, the decision of the competent authority shall be final in this regard.</p> <p>b) The items, so supplied will have to be of high quality and grade. During inspection/test, if these are found to be of inferior quality, the same are to be replaced by supplier at their own risk &amp; cost within the stipulated period, failing which the Contract with the firm may be cancelled and EMD will be forfeited. The delayed supply/non-compliance of complete order may also lead to cancellation of Contract.</p> <p>c) The prices charged for the stores items supplied under Rate Contract, shall under no event be higher than lowest prices at which the party sells the items of identical description to any other organization during the period of contract.</p> <p>d) The MRSPTU may modify, impose or relax any clause in the terms and conditions.</p> <p>e) Any dispute arising out of this contract at any stage shall be referred to the Vice Chancellor, MRSPTU, Bathinda whose decision shall be final and binding upon both the parties.</p> <p>f) The MRSPTU, Bathinda reserves the right to enter into parallel Rate Contract for similar items at any time during a period of Rate Contract with one or more parties.</p> <p>g) The Rate Contract can be terminated at any time by giving one month's notice by MRSPTU, Bathinda.</p> <p>h) The bid of any tenderer who has not complied with one or more of the conditions of instructions and terms &amp; conditions or fail to submit the required documents as required/ or mentioned in tender document are liable to be summarily rejected.</p> |
|     | <p><b>Read and Accepted.</b> <span style="float: right;"><b>(Signature &amp; Stamp of Tenderer)</b></span></p>  |

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11. The time for and date of delivery stipulated in a supply order shall be deemed to be the essence of the contract and should the contractor fail to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch, stipulated in the supply order, the delayed consignment will be subject to 2% (Two percent) penalty per consignment per month or a part of the month recoverable on the total value of the order. In case of non-payment by the contractor recovery will be made from his bills or amount of earnest money or security deposited with the Registrar, MRSPTU, provided also that :-
  - (a) No recovery of penalty will be made if the delayed supplies are accepted by extending the delivery period by the Registrar, MRSPTU.
  - (b) The Registrar, MRSPTU will allow extension up to two weeks on the request of the supplier by recording in writing that the exceptional circumstances were beyond the control of the supplier and there was no loss to the university but where the delay on the part of the supplier is more than two weeks the matter for extension of delivery period will be decided by the Vice Chancellor, MRSPTU, on satisfaction that there are genuine reasons for delay on the part of the supplier and that no loss will result to the university in case extension in delivery period is allowed in each individual purchase case exceeding two weeks but up to eight weeks. No further extension will be allowed.
  - (c) On the failure of the supplier to make supply within the extended period on receipt of such information in the office of the Registrar, MRSPTU, risk purchase at the cost of supplier will be made by the Registrar, MRSPTU. The difference of exceeds of cost thus incurred will be recovered from the supplier in a suitable manner, and even from his pending bills, earnest money or security whichever is available. This procedure will be adopted after sending registered notice to the supplier to supply stores within 15 days. Registrar, MRSPTU, reserves the right to forfeit the EMD and to place the firm under the panel of black listed firms.
12. For each item, L-1 will be identified. The remaining vendors for that item may be allowed match L-1 price. Price revision may be allowed only after every one year.
13. As per Govt Notification No. 10/97-CE dated 01/03/1997, MRSPTU, Bathinda is exempted from paying Excise Duty and MRSPTU, Bathinda shall provide all the documents under this Notification to enable the Bidders to clear the goods without payment of Excise Duty.
14. MRSPTU, Bathinda also reserve the right to place order at any time during the Rate Contract with any other Vendor, if market rates are significantly lower than the agreed upon contract or due to deficiency in service. The Vendor will not be entitled to make any representation on this account.
15. MRSPTU, Bathinda is an educational institute; hence maximum academic discount may be given.
16. Bidder should quote their prices in the prices column rounded to the nearest rupee. (Ex.00.00).
17. Annual requirement may decrease/increase due to consumption/fluctuation.

18. Bidder are requested to quote for configurations strictly meeting the listed specifications. In case the item with the specification given is not available in the market, they should leave the price blank
19. Any Bidders currently engaged in litigation with other Organizations, must inform their status in writing. Bidders have to submit declaration along with technical bid stating that they have not been Black-Listed/ De-listed by any University, Agency/ Government Department/Public Sector Undertaking in the last three years. In case they have been black listed by any of the Institutions, details of the same be furnished.

**ARBITRATION:**

In case of any dispute or difference arising out of or in connection with the tender conditions / job order and Contract, the University and the Seller will address the dispute / difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the University.

**JURISDICTION:-**

The courts at Bathinda alone will have the jurisdiction to trial any matter, dispute or reference between parties arising out of this tender / contract. It is specifically agreed that no court outside and other than Bathinda Court shall have jurisdiction in the matter.

I/We, M/s \_\_\_\_\_ read and accepted the terms and conditions of tender document and shall comply with them strictly.

**Read & accepted**

**Signature of Tender(s)**  
(Individual / Firm / Company / Other)  
(Affix stamp except individuals)

Name in full \_\_\_\_\_

Address for correspondence \_\_\_\_\_

Phone No. \_\_\_\_\_ Mobile No. \_\_\_\_\_

Permanent Address \_\_\_\_\_ Email Address \_\_\_\_\_

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**SELF ATTESTED ON THE LETTER HEAD OF THE BIDDER**

**DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER.**

I/ We \_\_\_\_\_ (Tenderer) hereby declare that the firm / agency namely M/s. \_\_\_\_\_ has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India.

Or

I / We \_\_\_\_\_ (Tenderer) hereby declare that the Firm / agency namely M/S \_\_\_\_\_ was blacklisted or debarred by Union / State Government or any Organization from taking part in Government tenders for a period of \_\_\_\_\_ years w.e.f. \_\_\_\_\_ to \_\_\_\_\_. The period is over on \_\_\_\_\_ and now the firm/company is entitled to take part in Government tenders.

Or

**Para of Instructions to bidders:**

Any Bidders currently engaged in litigation with other Organizations, must inform their status in writing. Bidders have to submit declaration along with technical bid stating that they have not been Black-Listed/ De-listed by any University, Agency/ Government Department/Public Sector Undertaking in the last three years. In case they have been black listed by any of the Institutions, details of the same be furnished.

In case the above information found false I / we are fully aware that the tender/ contract will be rejected / cancelled by Registrar, MRSPTU, Bathinda, and EMD/SD shall be forfeited. In addition to the above Registrar, MRSPTU, Bathinda will not be responsible to pay the bills for any completed / partially completed work.

**DEPONENT**

Attested:

Name \_\_\_\_\_

Address \_\_\_\_\_