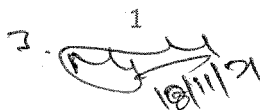


**MAHARAJA RANJIT SINGH PUNJAB TECHNICAL UNIVERSITY,
DABWALI ROAD, BATHINDA-151001(PUNJAB)**

**Terms & Conditions of Bid Document
To Provide "Online Platform and Other Logistics" to Establish Online Courses
at MRSPTU Bathinda**

Bidders responding to this enquiry shall be deemed to be agreeable to the terms and conditions herein contained. These terms and conditions shall be binding on the successful bidder. MRSPTU will process the tender as per MRSPTU standard procedures. MRSPTU could not be under any obligation to give any clarification to the firms whose bids are rejected.

1. This invitation for bids is open to all bidders.
 - The university requires that the bidders observe the highest standard of ethics during the execution of such e-tenders. In pursuit of the policy, the following are defined :
 - “corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence the action of a public official in tender execution;
 - “fraudulent practice” means a misrepresentation or omission of facts in order to influence the execution of tender ;
 - “collusive practice” means a scheme or arrangement between two or more bidders with or without the knowledge of the university, designed to establish bid prices at artificial, noncompetitive level; and
 - “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the tender process or affect the execution of the tender;
 - The university will reject a proposal for award if it determines that the bidder recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in completing for the e-tender in question.
2. Cost of Tender Fee is Rs. 1000/- including GST @ 18% (i.e. Rs. 1180/- non-refundable) and Processing Fee will be paid by the firm.
3. **EMD as Performance Security:**
 - (i) Online payment of EMD as Performance Security of Rs. 2.00 Lac should be submitted by uploading the e-tender on e-procurement portal by the firm.
 - (ii) EMD will be retained as performance security till the completion of contract, even if extended. EMD of the Unsuccessful Firm will be returned after the confirmation of this contract.
 - (iii) Tenders not submitted through e-tender process in the prescribed format and without earnest money and tender fee will be rejected out-rightly. Telegraphic/Fax tenders, conditional tenders and offers without proper technical specifications will not be entertained. Technical bid must consist compliance statement, list of actual users, technical literature and catalogues of each equipment.

1. 2. 3. 4. 5. 

4. Bidders are informed that once the firms are short listed on the technical specifications, only then the price bids of the firms that meet MRSPTU specifications/requirements would be opened. The ratio of fee sharing shall be quoted in the financial bid. The bid shall not be conditional.
5. **Payment Terms:**
 - (i) The agreement will be on revenue sharing basis. Nothing will be paid to firm in lump sum. The firm (L1) will get the share from the revenue generated under this program. The share of the firm will be paid monthly after deduction of all applicable taxes & liabilities and any other additional charges within the 15 days of the next month. The liabilities including taxes or any other fee chargeable, will be payable by the firm.
 - (ii) Firm is responsible for all costs incurred in conduct of any diligent activities, participation in meeting/discussions/presentations, preparation of proposals or any additional information required by the University during the application, evaluation and negotiating any agreement including university share.
6. The notification of award will be issued to successful L1 bidder. A contract agreement on stamp paper worth Rs. 300/- duly signed & attested by Notary after notification of award will be submitted by the bidder within 15 days of the issue of work order. After submission of the same, work order will be issued to the L1 firm. No interest can be claimed on the security deposit.
7. **Agreement Period:** Agreement will be initially for three years and may be extended /renewed for further three years, if mutually agreed & based on performance i.e. for 3+3 years agreement on same conditions to be decided by the competent authority of university.
8. Within 15 days of the start of the contract, the bio-data and copies of character/antecedents verification along with recent photographs of L1 should be submitted to the office of the Registrar, MRSPTU, Bathinda.
9. University makes no explicit or implicit commitments that this application will result in a business transaction with anyone. This is only an invitation for an offer by any interested party.
10. Prevailing academic rules and regulations of the Maharaja Ranjit Singh Punjab Technical University or new rules and regulations framed by university from time to time to run this programme will be applicable to the students enrolled under this programme.
11. Students will be on university roll. Eligibility of students will be checked by university authorities.

1. *Ranj*

2. *18/11/21*

3. *[Signature]*
18/11/21

4. *[Signature]*
AR

5. *Per*
Supdt

12. Fee structure for each courses shall be decided by university and fee will be deposited in university account.
13. Syllabus, its contents and duration of each course, examination pattern, timings and conduct mode shall be decided by university.
14. Duration of Courses under this pattern may change from time to time.
15. University will have exclusive right over the literature and any other material prepared in any form (digital, soft copies or hard copies in printed form) under this programme. It may be prepared on platform provided by firm or otherwise.
16. Content delivery and certification will exclusively be delivered by the university through university faculty or faculty arranged by the University.
17. The validity of Bid shall remain valid for 90 days after the date of opening. No revision will be allowed once the price bids are opened, however university reserves the right to negotiate with the eligible lowest bidder.
18. The bidder acknowledges that he has made himself fully acquainted with all the terms & conditions, circumstances, clauses and other details of the e-tender. The bidder shall not plead ignorance or any of those as excuse in case of complaint against him.
19. A certificate on the letterhead that the firm/company is not blacklisted by any Government organization/Department, if found later at any stage EMD/Security deposit will be forfeited.
20. In case of any dispute arising under this agreement the Vice Chancellor, MRSPTU Bathinda would act as an Arbitrator and his decision shall be final and binding on both the parties.
21. All disputes will be settled within the jurisdiction of the Head Quarter of MRSPTU, Bathinda.
22. Stern action may be taken against the defaulter bidders at any stage.
23. **Termination:** Either party can terminate the contract by giving three months prior notice ensuring the completion of running courses for which the student have already been enrolled. Registrar shall have the right to terminate/cancel the contract without assigning any reason and shall not bound to accept the lowest tender.
 - (i) Registrar, MRSPTU, shall be entitled to terminate this tender, if found, the bidder committing breach of any of the terms & conditions of this e-tender declining, neglecting or delaying to comply with any demand or requisition or otherwise not executing the same in accordance with the terms of this e-tender and offer gift, loan, bribes to any person in the employment of the university forthwith forfeit EMD as Performance Security and to blacklist the bidder and arrange otherwise at the bidder's risk.

1. Ray

2. S. / 18/11/14

3. [Signature] / 18/11/14


4. [Signature] AR

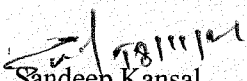
5. Cur / 18/11/14


(ii) If any question, difference or objection whatsoever shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof or the rights, duties or liabilities of either party than save in so far as the decision of any such matter is herein before provided for and has been so decided, every such matter including whether its decision has been otherwise provided for and/or whether it has been finally decided accordingly or whether the tender should be terminated or has been rightly terminated in whole or part and as regards the rights and obligations of the parties as the result of such termination shall be decided by the Vice Chancellor MRSPTU and decision shall be final and binding.


(iii) Failure to comply with all the terms & conditions mentioned herein would result in the tender being summarily rejected.

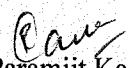
24. iv) Registrar is also authorized to modify any terms and conditions before signing the agreement.
25. Apart from officer Incharge, the Registrar, MRSPTU, Bathinda may appoint a committee to review the performance of work.
26. The contractor will ensure that no item is taken out from the University/College without proper gate-pass issued by the University. The entry on this account is to be made in the register to be kept for this purpose. Also any outsider/visitor visiting the University will be issued gate-pass at the entry point.
27. It is clearly understood by both the parties that this agreement is a commercial agreement and not for creating any employment.
28. The workers of the firm shall have no priority of the contract with the University and there shall be no master-servant relationship between the Registrar, MRSPTU, Bathinda and firm's worker of any nature what-so-ever.
29. The firm will ensure that none of the workers employed by him create any hindrance/go on strike, take part in demonstration, processions, raising of slogans & holding gheraos which may affect the functioning of the University in any manner. The Registrar shall have the unfettered right to enforce damages on the firm for the said disorderly conduct of the firm's workers. If any workers involved in such cases then he/she should be replaced.


Dr. Rajesh Gupta
Prof., Deptt. of Mech. Engg.


Dr. Sandeep Kansal
Prof. Incharge (Purchase)


Dr. Munish Jindal
Asstt. Prof. Deptt. of Comp. Sci.


Smt. Gitika Sood,
Asstt. Registrar (Purchase)


Smt. Paramjit Kaur
Supdt. Gr-II (S&P)