

MAHARAJA RANJIT SINGH PUNJAB TECHNICAL UNIVERSITY,
DABWALI ROAD, BATHINDA

Other Term & Conditions
For Printing & Supply of Answer Sheets

1. The firm must have done similar work for university/Boards earlier.
2. The firm should be at least 5 year old in business.
3. The combined turnover for last F.Y. 3 years must be 3.00 crores.
4. The supplier has to send the sample of the Answer Sheets within 30 days after issuance of notification of award. The supply order will be issued after approval of the sample. The Answer Sheets are required to be delivered within the 60 (sixty) days from the date of issue of supply order.
5. Delivery of the material will have to supply according to the schedule given by the user department of MRSPTU, Bathinda.
6. Place of delivery will be University Campus (Examination Branch), Bathinda or any other places in Punjab as directed by user department.
7. The contractor/supplier will borne all type of expenditure (printing, packaging, freight charges, unloading at university and other liabilities including taxes except GST etc.) The university will not pay any extra charges to the supplier.
8. The University reserves the right to cancel the tender at any stage. The Manufacturer shall, however not print in excess of the quantity ordered for. If per chance excess quantity of any tendered item than the given order is printed accidentally, those will be immediately informed and supplied to the University only with the undertaking that no such Answer Sheets are kept with the supplier. In case of any default/defect the Vice-Chancellor of the University will be competent to take action as he may deem fit, which shall be final and binding on the manufacturer.

 20/07/2022



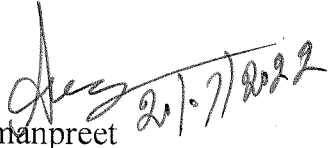
9. The printer must not outsource any activity related to the execution of this work. Therefore, the printer must possess in-house infrastructure for the following activities required to be done in this work:
- (i) Printing of answer books with page numbering on all inner pages
 - (ii) Thread stitching
 - (iii) Perforation Machine.
10. The Officer/s designated by the Competent Authority of the University however, can visit the premises of the manufacturer during the period of manufacturing to monitor the process of the work and to ascertain that the goods are manufactured as per specifications. If any lapse is found, the authorities of the University shall take such action as deems fit.
11. The Answer Sheets are the confidential document of the university. The firm shall be completely responsible for maintaining the secrecy of Answer Sheets.
12. The material will be accepted only on any working days in a week at 9:00 AM to 4:00 PM.
13. **Force Majeure Clause:**

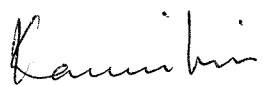
A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable /seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed EX-POST facto. There may be a FM situation affecting the purchase organisation only. In such a situation, the purchase organisation is to communicate with the supplier along similar lines as above for further necessary action. The purchase organisation shall extend for a period not less than three months and not more than six month without imposition of any cost or penalty on the contractor/ concessionaire. The period of extension (between three and six months) may be

20/07/22 *Samhi* — 2 —

decided based on the specific circumstances of the case and the period for which performance was affected by the force majeure events. It is further clarified that invocation of FMC does not absolve all non-performances of a party to the contract, but only in respect of such non-performance as is attributable to a lockdown situation or restrictions imposed under any Act or executive order of the Government/s on account of COVID-19 global pandemic. It may be noted that, subject to above stated, all contractual obligations shall revive on completion of the period. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

14. If same rates quoted by two or more firms for similar items, then one chance will be given to those firms to offer discount to get L1 with approval of competent authority. If again same rates are received, then all such firms will be considered. University reserve the right to place supply order with any one or all firms.
15. Negotiation is allowed only with L1 bidder under exceptional circumstances on the recommendations of bid evaluation committee with approval of competent authority to be done by the indenting department.
16. If the L1 firm backs out then the price quoted by L1 vendor will be offered to L2 for supply the similar items at L1 rates. If L2 vendor is not willing, offer will be given to L3 and so on.


Amanpreet
Jr.Asstt., Examinations (Indenter)


Controller of Examinations