

**MAHARAJA RANJIT SINGH PUNJAB TECHNICAL UNIVERSITY,
DABWALI ROAD, BATHINDA**

OTHER TERMS & CONDITIONS

1. 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 wrongdoing, 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 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

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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.

2. 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.

3. 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).

May be considered
if approved in TFC

Q Singh
SDEA
21/7/22

- Coord. Estate

PI (CF & P)

Q Singh
21/7/22