

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

TERMS AND CONDITIONS

1. The bidders are requested to quote their highest rates based upon the Terms and Conditions forming part of tender document and after carefully inspecting the materials being sold off an anyother factor(s) affecting the lifting or other costs of the materials.
2. MRSPTU reserves the right to cancel the tenders or postpone the tender and to accept/reject any or all tenders without assigning any reasons thereof.
3. MRSPTU reserves the right to make split order to the sale in order of the total sale in two or more parts depending upon the equality of the rates received from different bidders.
4. The approximate quantity of the material is indicative in bill of Quantity. The quantity indicated in the Bill of Quantity is tentative and may vary to any extent during actual lifting/weighing. The amount payable to MRSPTU will be based upon the actual quantity lifted and the accepted rates.
5. The packing of the material will be arranged by the bidder at his own expenses only. University will not supply any bags/boras/cartons/other items for packing the material. The weight of packing material (gunny bags) will not be deducted from the actual weight.
6. The rates accepted by MRSPTU shall remain valid for a period of one year from the date of issue of letter of acceptance by MRSPTU based on the performance of the party, the rate contract may be extended further for a period of one year.
7. The Earnest money deposit of the successful bidder shall remain with MRSPTU as a Security Deposit and shall be released on satisfactory completion of the contract. However the EMDs of Unsuccessful bidders/parties not willing to be empanelled will be released after completion of the tender process.
8. On qualifying the tender Earnest Money Deposited by the agency shall be converted into Security Deposit. In case of any deviation/breach of contract it shall be forfeited.
9. If the material is not lifted within the stipulated period given in the work order, a penalty of Rs. 500/- per day will be imposed maximum for delay of 30 days which will be recovered from the performance guarantee and in case of delay by more than 30 days the entire amount of Earnest Money will stand

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automatically forfeited and work will be awarded to the second highest bidder or decision of the Competent Authority of the University shall be final in this situation.

10. No bidders will be allowed to withdraw after submission of bids/opening of the tender otherwise the EMD submitted by the firm is liable to the forfeited.
11. The labour required for lifting/loading of answer sheets and transport, freight, etc. all will be arranged by the tenderer and he will have to lift the answer books from designated stores at MRSPTU, Bathinda on any working day at his own expense. In case of any mishappening while doing above said work, university will not be responsible or liable in this regard at any stage.
12. An undertaking will be required from the tenderer that he will not re-use these answer sheets as such and will recycle the same after shredding it.
13. Tenderer can see sample of used answer sheets at Examination Branch on any working day between 10.00.am to 4.00.pm. The sample of answer copy will be only shown and will not be given in any case.

14. Rights of the University:

- (i) University reserves the right to accept/reject any or all the bids in whole or in part and annual the bidding process without assigning may reason whatsoever and it not bound to accept the highest tender.
- (ii) University reserves the right to award the tender with the more than one bidder.
- (iii) University reserves the right to relax/withdraw any to the terms and conditions mentioned in the Tender Documents so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of the contract.
- (iv) If a firm after award of the contract violates any of the terms & conditions, it shall be liable to be blacklisted and its EMD shall be forfeited.

15. General/Others:

- (i) The bidder will be bound by the details furnished by him/her to the University while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be fictitious at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contract.
- (ii) In no circumstances, the firm shall appoint any sub-contractor or sub- lease the contract. If it is found that the contractor has violated

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these conditions, the contract will be terminated forthwith without any notice and EMD will be forfeited.

- (iii) All taxes and levies will be paid by the bidder only. Other charges such as packing, forwarding, freight Insurance, loading and unloading, entry tax, demo, etc. will be borne by the tenderer only.
 - (iv) At the time of lifting of raddi items, the approximate calculated money on this account should be deposited in advance.
16. All disputes, differences and questions arising out of or in any way touching or concerning this tender or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitrator appointed by the Hon'ble Vice-Chancellor of the University.
- * T.C.S will be collected @ 2% from H₁ firm being extra from the total amount. *Bank*
17. **Jurisdiction:**

All disputes will be settled within the jurisdiction of the Head Quarter of MRSPTU, Bathinda.

I/we hereby undertake to abide by the terms and conditions of the tender documents.

I/we further state that all the information submitted in the technical as well as financial bid is true and correct to the best of my/our knowledge & belief.

Agreed and Accepted.

(Signature of the Bidder with stamp and date)

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