

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

Term & Conditions

Annual Rate Contract of Stationery (item-wise)

1. The bidders shall have to submit their bids (item wise) only online in Electronic Format under Digital Signatures.
2. MRSPTU, Bathinda will not be responsible for any delay in online submission of bids due to any reason whatsoever.
3. Any conditional bid is not in the prescribed Performa will not be accepted.
4. If Samples are required for checking the quality of the material, the supplier has to submit the same within 10 days from the date of request of university for the sample, failing which the rates of item will not be considered. If the sample not found as per required quality by inspection committee, the rates quoted for the item will be treated invalid. At any time prior to the deadline for submission of bid, the university 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/corrigendum and the same will be published on university website www.mrsptu.ac.in and www.eproc.punjab.gov.in website. The prospective bidders are required to keep updated by visiting site regularly.
5. Bidder are requested to quote for configurations strictly meeting the listed specifications. In case, the item according to the specification given is not available in the market, they should leave the price blank.
6. Before quoting the rate, the supplier/bidder can check the sample in the university Central Store during any working day (Monday to Friday) 9.00 AM to 5.00 PM.
7. The material has to be supplied F.O.R, MRSPTU, Bathinda and its Constituent Colleges i.e. Giani Zail Singh, PITs, Nandgarh, Rajpura, GTB, Garh (Moga) & Punjab State Aeronautical Engg. College, Patiala as per their requirement.
8. Tender Document Fee & Earnest Money/Performance Security
 - a). Tender fee of Rs. 1000/- (Non-refundable) + G.S.T 18% i.e Rs. 180/- Which is payable on line at the time of applying e-tender.
 - b). The Earnest Money of Rs. 40,000/- of successful bidders will be retained as performance security till the period of completion of rate contract.
 - c). The University is not liable to pay any interest on EMD. Earnest Money as performance security shall be forfeited in following circumstances:-

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(i) If the tenderer withdraws its bid during the tender process.

(ii) If the successful tenderer refuses or neglects to execute the contract and fails/reject to supply the ordered material within stipulated period as given by institution.

(iii) If the successful bidder will not submit the required documents mentioned in the Notification of award.

9. The L-1 firm has to submit the original contract agreement within the stipulated time period mentioned in the award of contract.

10. For each item L1 will be considered on total amount (Basic Rate + GST). The item-wise order will be placed with lowest bidder amongst the bids received as per required specifications, brand/make of material given in the tender documents.

11. 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.

12. If same rates quoted by two or more firms for similar items, then one chance will be given to those firms who 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. Negotiation is allowed only with L1 bidder under exceptional circumstances with approval of competent authority to be done by the indenting department.

13. Initially, the rate contract will be valid for 1 year for quoted rates, however, the same may be extended on the same quoted rates in the financial bid further for more one year as per term and conditions of the university along with the previously submitted EMD kept as performance security.

14. The price should be quoted in Indian rupees (rounded to the nearest rupee (e.g., 00.00) and should be uploaded in the financial/Commercial bid strictly according to format prescribed on the portal.

15. The supply order will be issued only after the submission of the required documents as mentioned in the award of contract. The supply of material is required to be delivered within the stipulated time period as mentioned in the supply order.

16. The supplier will be liable to the University for any Excess Cost incurred for Procurement of goods or services not delivered in time.

17. Payment Terms:-

100% payment will be released after satisfactory inspection of the material received in the university or designated place. No advance payment will be made for the supplies.

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1. Payment shall be made by Cheque or such other mode/ electronic fund transfer offered by the Bank.

2. 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 university is the responsibility of the supplier/dealer.

18. Taxes:-

a) The GST or any other chargeable taxes mandatory specifically mentioned tailing which no tax/duty will be allowed at subsequent stage.

b) MRSPTU, Bathinda is an educational university; hence maximum academic/ educational discount may be given.

19. The university reserves full right to reject this tender without assigning any reasons and may not accept the lowest tender, any/all offers or in case of any doubts /dispute whatever may be, the decision of the competent authority shall be final in this regard.

20. MRP rates must be mentioned in the tender (wherever applicable).

21. 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.

22. The supplier shall quote rates strictly for brand/make mentioned by university in the financial bid. However, where there is no mention of the same, the supplier may quote their brand as per university's required specification (if mentioned). If supplier change the specifications, make/brand at their own level, the bid will be liable to be rejected.

23. The items, so supplied will have to be according to specifications, high quality and grade. If during inspection/test, these items are found of inferior quality, the same are to be replaced by supplier at their own risk & cost within the stipulated period, failing which the Contract with the firm will be cancelled and security amount will be forfeited. The delayed supply/non-compliance of complete order may also lead to cancellation of Contract/supply order. The firm will be debarred or blacklisted.

24. **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

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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 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.

25. The University may modify, impose or relax any clause in the terms and conditions.
26. 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.
27. 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.
28. The Rate Contract can be terminated at any time by giving one month's notice by MRSPTU, Bathinda.
29. The bid of any tenderer who has not complied with the terms & conditions or fail to submit the required documents as required/ or mentioned in tender document are liable to be summarily rejected.
30. The time and date of delivery stipulated in a supply order shall be deemed to be the essence of the contract and if the supplier fails 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 supplier, recovery will be made from his bills or amount of earnest money or security deposited with the MRSTU, provided also that:-

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2. *[Signature]*

3. *[Signature]*

4. *[Signature]*

- a). No recovery of penalty will be made if the delayed supplies are accepted by extending the delivery period by the competent authority, 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 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, MRSTU, 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 applicable. This procedure will be adopted after sending registered notice to 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.
31. 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.
32. Annual requirement may decrease/increase due to consumption/fluctuation.
33. Any Bidders currently engaged in litigation/FIR 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, De-Barred by any University, Agency/Government Department/Public Sector/reputed private Undertaking in the last three years. In case they have been black listed by any of the Institutions, details of the same must be furnished.
34. **ARBITRATION:**
- In case of any dispute or difference arising out of or in connection with the tender conditions supply 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.

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35. 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.

36. MRSPTU, Bathinda may remove or add any vendor during contract.

37. 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)

1. *[Signature]* 2. *[Signature]* 3. *[Signature]* 4. *[Signature]*