

MAHARAJA RANJIT SINGH PUNJAB TECHNICAL UNIVERSITY,

BATHINDA-151001(PUNJAB)

Terms & Conditions of Bid Document for Civil Works.

Tenderers 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 Tenderer. Conditional Tenders are liable to be rejected. Maharaja Ranjit Singh State Technical University (MRSPTU), Bathinda will process the tender as per MRSPTU standard procedure. University reserve the right to reject any or all or part of tender without assigning any reason and shall also not be bound to accept the lowest tender. MRSPTU will not be under any obligation to give any clarification to the agencies whose bids are rejected.

1. This invitation for bids is open to all bidders.

The purchaser requires that the bidders, suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. 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 the procurement process or in contract execution;

“fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

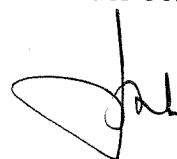
“collusive practice” means a scheme or arrangement between two or more bidders with or without the knowledge of the purchaser, designed to establish bid prices at artificial, noncompetitive level; and

“coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

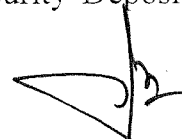
- **A contract agreement shall be entered into where threshold value of order will be Rs. 2Lacs & above.**
- The university will reject a proposal for award if it is determined that the bidder recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.



2. The contractor will be required to execute an agreement on a stamp paper of Rs. 300/- with the Registrar which will be arranged by the contractor himself and is to be signed within 21 days of issue of work order otherwise security amount already deposited may be forfeited. The contractor will be allowed to start the work by the indenter only after signing the agreement.
3. The work shall be carried over as per latest PWD specifications or otherwise as specially provided for.
4. All rates must be quoted on the proper form as per Tender Document and technical bid & price bid must be submitted separately.
5. The tenderer should quote the rates and amount in figures as well as in words. The amount for each item should be worked out for the requisite totals given.
6. (i) If a tenderer voluntarily offers a rebate, this may be considered.
(ii) Tender shall be strictly as per the conditions of contract, conditional tenders are liable to be rejected.
7. The bill of the work done will be prepared by the J.E. Civil/person deputed by Registrar of the University & verified by the committee for making the payment.
8. All terms and conditions, technical specifications as per approved DNIT/Tender documents should be strictly applicable.
9. Taxes as applicable will be deducted from the running bills at the rate fixed by the Govt. from time to time.
10. EMD: Tender must accompany Earnest Money @ 2% of the bid value or as defined in bid document and should be paid through online only.
11. On the award of the work to the lowest bidder must deposit a sum equal to 5% of quoted/work order amount (which will include the EMD amount already deposited with tender) as performance security within 10 (Ten) days which will be returned only after successful completion of work. No interest can be claimed on security amount.
12. The tender for works shall remain open for acceptance for a period of sixty days from date of opening of tenders. In the case of the successful tenderer, rates quoted shall be valid for the entire period of the contract even during the extension in period also. However, if any tenderer withdraws his tender before the said period or

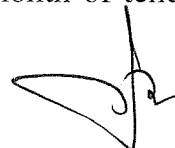


- makes any modification in the terms and conditions of the tender which are not acceptable to the University, then the University shall without prejudice to any right or remedy, be at liberty to forfeit the said earnest money absolutely.
13. The acceptance of a tender will rest with the Registrar, MRSPTU who does not bind himself to accept the lowest tender, and reserves to himself the authority to reject any or all of the tenders received without assigning any reason. ***The decision of Tender Evaluation Committee will be final in case of any dispute during Tender Opening Process.*** All tenders, in which any of the prescribed conditions either not fulfilled or incomplete in any respect, are liable to be rejected.
 14. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the competent authority/In-charge shall be intimated to the undersigned.
 15. The tenderer shall not be permitted to tender for work in the MRSPTU, Bathinda responsible for award and execution of contracts in which his near relative is posted as Accountant or as an Officer in any capacity between the grades of Estate Officer and Assistant Engineer (both inclusive). He shall also intimate the names of persons who are working with in any capacity or are subsequently employed by him and who are near relatives to any of the officers in the university.
 16. The bidder should take into consideration all the taxes, GST (if any) under composited supply of works and any other Govt. levy's while quoting the rates.
 17. In case the date for opening of Technical & Financial Bid happens to be a holiday then these will be opened on the next working day at same time & venue.
 18. A sum equivalent to 5% of the contract value shall be deducted from the bills of the contractor, which shall be returned after successful completion of the Defect Liability Period (DLP) of one year or the same can be released against submission of equal amount of Bank Guarantee (B.G.) valid for 60 (Sixty) days beyond the Defect Liability Period.
 19. The work/ materials of the contractor shall be under one year's Defect Liability Period. Defect/s noticed during the Defect Liability Period shall be rectified by the contractor without any cost, failing which the Security Deposit of the Contractor



shall be forfeited. The contractor may also be debarred from any future tendering in the University.

20. The contractor shall be liable and solely responsible for the implementation of labour and service laws like compensation under E.S.I Act. 1972 or any other labour law or statutory liability.
21. In case of disablement or death of any worker while on duty due to any reason the contractor will be fully liable to pay necessary benefits/compensation to the concerned as per the rules and regulations and statutory provision. The University will not be responsible or liable in this regard at any stage.
22. Since the workers will be employees of the contractor, the Registrar, MRSPTU, Bathinda will not have any concern or contact with them either directly or indirectly. All statutory obligations shall be discharged by the contractor.
23. Escalation charges shall not be accepted on any grounds during the pendency of contract.
24. The firm shall be liable with regard to compliance of all the laws, regulation, rules and directions given by any statutory authority with regard to safety, labour laws or any other laws in force in the State of Punjab.
25. MRSPTU is not bound to provide any mode of transport in respect of men or material required for the contract.
26. The payment shall be released against running bill after satisfactory inspection of the job and for the work actually done on submission of bill in duplicate by the contractor. Income Tax (TDS) as applicable at prevailing rate will be deducted at source.
27. The work will be done as per the latest PWD specifications on-site instruction under the supervision of a technical committee nominated by Competent Authority of the MRSPTU.
28. The firm should not further sublet any work to any other agency. If at any stage it is observed that firm has sublet the work, penalty will be imposed by the university as deemed fit.
29. In case the University feels that the firm has intentionally delayed the work as per schedule to complete the job, penalty @ 2% per month of tendered amount for the



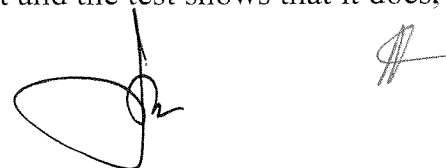
delayed period or as deemed fit by the University can be imposed. In addition to the penalty, the firm may also be black-listed. However, in exceptional circumstances the period of execution of work may be extended by MRSPTU, if the genuine cause of the delay in execution of the work may be conveyed to MRSPTU. The University reserves the right to waive off penalty in such cases.

30. Action and Compensation in case of Bad Work:

If it appears to the Registrar/ Engineer that any work or part it has been executed with unsound, imperfect, unskilful workmanship or with material of any inferior description or that any articles or materials provided by the contractor for the execution of the work are unsound or of inferior quality to the contracted for or otherwise not in accordance with the contract, the contractor shall, on written instructions by the Registrar/ Engineer specifying unsound the work, materials or articles, forthwith rectify or remove and reconstruct the work so specified in whole or part, as the case may require or as the case may be, remove the materials or articles at his own proper charge and cost, within a period specified by the Registrar/ Engineer. In the event of his failing to do so, the Contractor shall be liable to pay compensation at the rate of 1.00% of the estimated amount of unsound work per week. In case the contractor does not make the necessary compliance at all, the Registrar/ Engineer may rectify or remove and, re-execute the work or remove and replace with others, the materials or articles complained of as the case may be, at risk and expenses of the Contractor.

31. Identifying Defects:

1. The Registrar/ Engineer shall check the Contractor's work and notify the contractor of any defects that are found. The note of Registrar/ Engineer shall give the description of the defects in sufficient details, including the obligations as per the contract. Such checking shall not affect the Contractor's responsibilities. The Registrar/ Engineer may also instruct the Contractor to search for a defect and to uncover and test any work that the Registrar/ Engineer considers may have a defect.
2. If the Registrar/ Engineer instructs the Contractor to carry out the test not specified in the specifications to check whether any work has a defect and the test shows that it does,

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the Contractor shall pay for the test and samples. If there is the defect the test shall be compensation Event.

32. Correction of defects:

1. The Registrar/ Engineer shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at completion and is defined in the Contact Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
2. Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Registrar's/ Engineer's notice.
3. If the Contractor has not corrected a Defect within the time specified in the Registrar's/ Engineer's notice, the Registrar/ Engineer will assess the cost of having the Defect corrected, and recover twice of this amount from the Contractor.

33. Habitual and Continued Bad Working:

If the Registrar/ Engineer determines from the record of the Contractor's performance on various works in the department that he has been penalized for sub-standard working in three or more works, the Employer shall debar the Contractor against further bidding for works in the department for one year. A Contractor debarred twice under this clause shall be blacklisted for any further bidding for works.

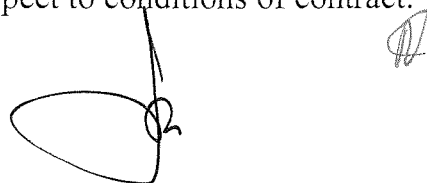
34. Completion:

The Contractor shall request the Registrar/ Engineer to issue a certificate of Completion of the works and the Registrar, within 30 days of the receipt of such request, shall inspect the work and if there is no defect in the work, shall furnish the contractor with a certificate of completion. Otherwise, the Registrar/ Engineer may issue a provisional certificate of completion indicating the defects (a) to be rectified by the contractor and / or (b) for which payment shall be made at reduced rates. However no certificate, provisional or otherwise, shall be issued nor shall the work be considered to be complete until the contractor has cleared all scaffolding, surplus materials, garbage and all huts and sanitary arrangements set up for the labour at the site and cleaned off the dirt from work.

35. Termination:



1. The Registrar/ Engineer on behalf of the Employer may terminate the contract if the other party causes a fundamental breach of the contract. For this purpose, 14 days notice in writing shall be served by the either party on the other party clearly mentioning the particular grounds of Breach of Contract with a copy to the Employer.
2. Fundamental breaches of the Contract include, but shall not be limited to the following:
 - a) the contractor stops the work for 28 days when no stoppage of work is shown on the current programme and the stoppage has not been authorized by the Registrar;
 - b) the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - c) the Registrar/ Engineer gives Notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Registrar/ Engineer;
 - d) the Contractor does not maintain a security which is required;
 - e) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
 - f) If the Contractor, in the judgement of the Registrar or the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
 - g) If the Contractor, having been given a notice in writing by the Registrar/ Engineer, fails to rectify, reconstruct or replace any defective work or continues the execution of work in an inefficient, improper, un workman – like manner or not in accordance with sound Engineering practices or without complying with the directions and requirements within a period of 10 days of the issue of said notice.
 - h) If the Contractor being a company shall pass a resolution or a court shall make an order of the effect that the company shall be wound up or if a receiver or a manager on behalf of the credit or shall be appointed or if circumstances shall arise which entitle the court of creditor to appoint a receiver or manager or to make a winding up order.
 - i) If the Contractor commits any acts of defaults with respect to conditions of contract.

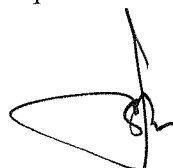
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3. Notwithstanding the above, the Registrar on behalf of the Employer may terminate the Contract for convenience.
4. If the contract is terminated the Contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.
5. After the termination of the Contract under this clause, the Employer shall be at liberty to get the balance work executed through some other contractual agency or through departmental means or to abandon the balance work altogether or to modify the design and scope of the work in any manner. The Contractor shall have no claim against the Employer in this regard.

36. Payment upon Termination:

If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Registrar/ Engineer shall issue a certificate for the value of the work done less advance payments received upto the date of the issue of the certificate, less other recoveries due in terms of contract, less taxes due to be deducted at source as per applicable law and less 5% of the Contract value towards compensation for the breach of Contract. The total amount of liquidated damages and compensation for breach of contract shall, however, be limited to 7.5% of the contract value or the amount available with the Registrar/ Engineer (in the shape of retention money and performance security), whichever is less. The requisite amount for which the Contractor may become liable shall be realized by encashing the performance security furnished by the Contractor and/ or from other amounts due to the Contractor in respect of this work or any other work, undertaken by him for the Government.

37. If the firm fails to complete the work and University has to get it done from other sources at higher rates, the amount due and the difference in the rates shall be deducted from the firm's bill/securities besides forfeiting the job security of the firm, imposing penalty and taking such other action as may be deemed fit by the University.
38. If the job is refused by the firm or not executed after accepting the condition of the tender/supply order, at any point of time, the security deposited will be forfeited in



full or in part at the discretion of the University and further action as deemed fit will be taken.

39. Quantities may vary at the time of execution of work and any other additional item at the time of execution and requirement of work have to be done at par to rates allotted.
40. Any allotted item of the work order can be omitted as per the discretion of Registrar/ Engineer without assigning any reason.
41. In case of any dispute arising under this agreement, the Vice-Chancellor, Maharaja Ranjit Singh State Technical University, Bathinda would act as an Arbitrator and his decision shall be final and binding on both the parties.
42. All disputes will be settled within the jurisdiction of the Head Quarter of MRSPTU, Bathinda.



REGISTRAR

