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

Terms & Conditions of Bid Document for Purchase of Goods

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. MRSPTU will process the tender as per MRSPTU standard procedures. The Registrar of the 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 could 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 suppliers.
   - 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;
   - **An contract agreement shall be entered into where threshold value of order will be Rs. 2.00 Lacs & above.**
   - The purchaser will reject a proposal for award if it determines that the bidder recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in completing for the contract in question.
2. **EMD** - Tender must accompany Earnest Money @ 2% of the price quoted by bidder for the items and should be paid through online only. EMD will be refunded only after depositing the security by the successful bidder.

3. While submitting Technical Bid, tenderers must upload, detailed specifications, Literature, Authorization Certificate & Compliance Report separately and Commercial Bid separately. If the make, model & specifications of equipment be in different nature then submit the excel sheet separately.

4. Tenders not submitted through e-tender process in the prescribed format and without earnest money and tender fee will be rejected out-rightly. Telegraphic/Fax tenders and conditional tenders will not be entertained. Technical bid must consist compliance statement, list of actual users, technical literature and catalogues of each equipment.

5. If last date happens to be holiday, tenders will be opened on the next working day at same time.

6. Full Technical specifications and pamphlets should be uploaded along with the tender. Offers without proper Technical Specifications may be rejected.

7. Prices quoted should be FOR Destination i.e. MRSPTU. All commercial offers should indicate the taxes and duties applicable, if any. The university is eligible for concessional rate of GST vide Govt. Notification Nos. 45/2017-Central Tax (Rate) & 47/2017-Integrated Tax (Rate) dated 14-11-2017 Additional charges for packing, forwarding, freight insurance and delivery charges at MRSPTU, if any, should be clearly mentioned. Bid will be evaluated after taking into account all quoted charges.

8. The University is registered with the department of Scientific & Industrial Research (DSIR) for purpose of availing customs duty exemption in terms of Govt. notification No. 51/96-customs dated 23-07-1996 and central excise duty exemption in terms of Govt. notification no. 10/97 central excise dated 01-03-1997 and 45/2017 dated 14-11-2017 regarding GST as amended from time to time. The relevant exemption certificate will be issued to the successful bidder only if applicable.

9. In case the offered items are to be imported, the rates should be quoted in foreign currency/INR on FOR Basis as mentioned clause no. 7 against CDEC and DSIR notification no. 51/96 customs dated 23-07-1996. If the price quoted is in foreign currency then payment shall be made through letter of credit through Nationalized/Scheduled Commercial Banks against submission of B.G. of 10% value of LOI/supply order in Indian Rupee. The bank charges outside India should be borne by the Beneficiary. Clearance at customs will be arranged by you and the university will provide the required documents (if any). In cases of indigenous goods the price is to be quoted in Indian Rupees and 100% payment will be made only after supply successful installation and commissioning of equipment. No advance payment will be made.

10. In case an Indian Agent who desire to quote on behalf of their foreign manufacturer/principals a copy of authorization/registration letter on letter of Head of manufacturing concern or registration certificate/letter issued by central purchase organization (DGS&D) as an Indian agent of foreign principal is also required.

11. In case the rate is quoted in foreign currency, the country or Origin and Port of Shipment must be declared at the time of submitting e-tender. No change in the Country of Origin and Port of Shipment will be accepted/ considered at any later stage. The custom/excise duty certificate will be issued only after written request as well as the recommendation of the concerned Head of the Department/Indenting Department/PITs.

12. The validity of Bid shall remain valid for 90 days after the date of opening. No revision will be allowed once the price bids are opened, however university reserves the right to negotiate with the eligible lowest tenderer to reduce the rate.

13. The time for and date of delivery stipulated in a supply order shall be deemed to be the essence of the contract and should the contractor fail 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 contractor recovery will be made from his bills or amount of earnest money or security deposited with the Registrar, MRSPTU, provided also that:-

(a) No recovery of penalty will be made if the delayed supplies are accepted by extending the delivery period by the Registrar, 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 the 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, MRSPTU, 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 available. This procedure will be adopted after sending registered notice to the 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.

14. The Registrar, MRSPTU or his nominee or any of the experts attached to the University or person duly authorized in writing by the Registrar, MRSPTU, shall have the power to inspect the stores. Before, during or after manufacture, collection, dispatch, transit or arrival and to reject the same or any part or portion after the written approval of the Registrar, MRSPTU, if he or they be not satisfied that the same is not equal or according to the specification as per tender notice submitted. The contractor shall not charge or be paid for supplies rejected as above and such supplies shall be removed by the contractor at once and at his expense. He shall neither claim nor be entitled to payment for any damage that rejected supplies may suffer from any harm whatsoever incidental to a full and proper examination and test of such supplies. University shall not be under liability whatever for rejected supplies and the same will be at the contractor's risk. Rejected supplies shall be removed by the contractor within ten days after notice has been issued to him of such rejection, and failing such removal rejected goods will bear contractor's risk and University may charge the rent for the space occupied by such rejected goods as decided by the competent authority on the recommendation of indentor.

15. The contractor shall provide without any extra charge all materials, tools, labour and assistance of every kind which the aforesaid officer may consider necessary for any test or examination/inspection which he may require to be made on the contractor's premises and shall pay all cost attended thereon. In the case of stores inspected at maker's premises the maker shall provide all facilities including testing appliances, for making necessary tests other than special test or independent tests. Failing the facilities at his own premises for making the test the contractor shall bear the cost of carrying out test elsewhere. The contractor shall also provide and deliver free of charge at such place as the aforesaid officer may direct such materials as he may require for tests by chemical analysis or independent testing machine.

If for the purpose of determining the quality of stores the aforesaid officer finds it necessary to have the stores tested at the test house or laboratory, expenses incidental to the test shall be borne by the contractor. On the failure of the contractor to pay the expenses within ten days of the receipt of intimation in this behalf, Registrar shall have the right to deduct the amount from the security deposited by the contractor and if the amount so deducted is not deposited within 10 days, the Registrar, MRSPTU, may treat the default as a breach of the contract and proceed accordingly without further notice. Further, the aforesaid officer shall have the right to put all articles or materials to such tests as he may think proper for the purpose of ascertaining whether the same are in accordance with the specifications.

16. The contractor acknowledges that he has made himself fully acquainted with all the conditions and circumstances under with the supplies required under the contract will have to be made or furnished and with all the terms, clauses, conditions, specifications and other details of the contract and the contractor, shall not plead ignorance or any of those as excuse in case of complaint against or to rejection of supplies tendered by him.

17. In the event of the contractor failing duly and properly to fulfill or committing breach of any of the terms and conditions of this contract or repeatedly supplying goods liable to rejection hereunder or failing, declining, neglecting or delaying to comply with any demand or requisition or otherwise not executing the same in accordance with the terms of this contract or if the contractor or his agents or employees being guilty of fraud in respect of the contract or any other contract entered into by the contractor or any of his partners or representatives thereof with University directing, giving, promising or offering any bribes, gratuity, gift, loan, perquisite, reward or advantages pecuniary or otherwise to any person in the employment of the University in any way relating to such officers or person or persons, office or employment or if the contractor or any of his partners, become insolvent or apply for relief as insolvent debtor commence any insolvency proceeding or make any compositions with his/their creditors or attempts to do so then without prejudice to University's right and remedies otherwise, Registrar, MRSPTU, shall be entitled to terminate this contract forthwith forfeit the security and to blacklist the contractor and purchase or procure or arrange otherwise at the contractor's risk and at the absolute discretion of the Registrar, MRSPTU, as regard the manner place or time of such purchases, such supplies as have not been supplied or have been rejected under this agreement or are required subsequently by the Registrar, MRSPTU, there under in case purchase or supplies together with all incidental charges or expenses, shall be recoverable from the contractor on demand, and the contractor shall not be entitled to benefit from any profit which may thus accrue to University. The termination of this contract in whole or part under these conditions shall not be affected by the acceptance, meanwhile or subsequently, of supplies accepted or made at any time whether in ignorance of the termination or otherwise.

18. If any question, difference or objection whatsoever shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof or the rights, duties or liabilities of either party than save in so far as the decision of any such matter is herein before provided for and has been so decided, every such matter including whether its decision has been otherwise provided for and/or whether it has been finally decided accordingly or whether the contract should be terminated or has been rightly terminated in whole or part and as regards the rights and obligations of the parties as the result of such termination shall be decided by the Vice Chancellor MRSPTU and decision shall be final and binding.

19. No increase in price will be allowed after submission of bid.
20. No payment will be made in advance for any supplies under this contract.
21. The EMD/Security (as the case may be) is liable to be forfeited in case the supplier fails to execute the order. This is required to protect the purchaser against the risk of bidder's conduct.
22. The warranty period should be clearly mentioned.
23. Failure to comply with all the terms & conditions mentioned herein would result in the tender being summarily rejected.
24. Vendors are informed that once the companies are short listed on the technical specifications, only then the price bids of the firms that meet MRSPTU specifications/requirements would be opened.
25. **Payment Terms:** 90% payment will be made after receipt of goods and inspection of the same and balance 10% shall be paid after successful installation/inspection & final acceptance.
26. **Performance Security:** To ensure due performance of equipment successful bidder /tenderer irrespective of its registration status will provide additional performance security equivalent to 10% of the contract value in shape of Account Payee Draft, FDR or Bank Guarantee from a commercial bank in the name of Registrar, MRSPTU, Bathinda valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations alongwith a contract agreement on Stamp Paper worth Rs. 300/- duly singed and attested by Notary after Notification of Award. No interest can be claimed on the security deposit.
27. A certificate on the letterhead that the firm/company is not blacklisted by any Government organization/Department, if found later at any stage EMD/Security deposit will be forfeited.
28. Registrar, MRSPTU reserves the right to reject all or any of tender without assigning any reason what-so-ever. He may also increase or decrease the quantity.
29. In case of any dispute arising under this agreement the Vice Chancellor, MRSPTU Bathinda would act as an Arbitrator and his decision shall be final and binding on both the parties.
30. All disputes will be settled within the jurisdiction of the Head Quarter of MRSPTU, Bathinda.
31. Pre-dispatch Inspection is not treated as final inspection.
32. Stern action may be taken against the defaulter bidders at any stage.

Note: The terms & conditions should be read alongwith attached Annexures.

REGISTRAR