



**BID DOCUMENT**  
**[Two Cover system]**

NIT/CPU/RC/2023/Library/23-24

Date: 11-12-2023

On behalf of the Institute online bids (Two- Cover System) are invited from eligible registered publishers or book suppliers for fixing of Rate Contract for the FY 2023-24 and 2024-25, for the supply of books to the Institute Library as given in Annexure-I

Sl. No	Description of work	Bid Security to be given in INR	Last date & Time for online submission of bids	Date/Time for opening of Technical bid
1	Fixing of Rate Contract for the supply of books to Institute Library	50,000/-	26-12-2023	27-12-2023

- Website for Online bid Submission: <https://www.eprocure.gov.in/eprocure/app>
- Cost of Tender documents: - 1000/- to be paid through DD/Bankers Cheque favoring Director NIT Srinagar
- Technical Specifications are available at in the detailed Tender Document.
- ONLY ONLINE BID WILL BE CONSIDERED AGAINST THIS TENDER. Bids sent by post/Fax/email shall be rejected straightway.
- All the bidders may kindly note that all future corrigendum/amendments will be published on Institute website: [www.nitsri.ac.in](http://www.nitsri.ac.in) and <https://www.eprocure.gov.in/eprocure/app> website only and no separate notice through print media shall be released for the same. All the prospective bidders are therefore requested to visit the websites regularly for any such changes/update.
- The Institute reserves the right to accept/reject any or all tenders either in part or in full without assigning any reasons there for or cancel the Tender process.

**Officer-in-charge**  
**Central Purchase unit**



## Detailed Tender Document

### A. GENERAL CONDITIONS OF CONTRACT (GCC)

#### 1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

- (i) "The Purchase Order" means the Purchase Order placed by the Purchaser including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (ii) "The Contract Price" means the price payable to the Supplier under the Order for the full and proper performance of its contractual obligations;
- (iii) "The Goods" means all the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the Contract;
- (iv) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract
- (v) "GCC" mean the General Conditions of Contract contained in this section.
- (vi) "SCC" means the Special Conditions of Contract.
- (vii) "The Purchaser" as specified in Special Conditions of Contract.
- (viii) "The Purchaser's country" is "India".
- (ix) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (x) "Day" means calendar day.
- (xi) National Institute of Technology Srinagar J&K (NITS J&K) ; Director; The Officer-in-charge Central purchase unit; Officer-in-charge, Central Purchase Unit ( O/C CPU) represent the same entity.

#### 2. Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

#### 3. Standards

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, Annexure -I. The goods shall conform to the recognized national regulatory standards of the country of origin or any other recognized standards like CE;



BIS or similar applicable. Such standards shall be the latest issued, by the concerned institution.

4. **Use of Contract Documents and Information**

The bidder shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

5. **Patent Rights**

The bidder shall indemnify the Purchaser against all third-party claims of infringement of patent, trade mark or industrial design rights arising from use of the Goods or any part thereof in India.

6. **Submission of the bids and Bid Security**

The procurement will be carried out through submission of online Bids only. No offer in physical form will be accepted and any such offer if received by The Institute will be outrightly rejected. Tender documents can be downloaded from website of <https://www.eprocure.gov.in/eprocure/app> and final bids (Technical and Financial) are to be uploaded on same website only.

Bids must be accompanied with the Bid Security in shape of CDR/FDR/DD pledged to Director NIT Srinagar (tender receiving authority). Bidders are required to submit the original instrument of bid security and cost of tender document in the Office of Central Purchase Unit, NIT Srinagar before the last date of submission of bids.

7. **Inspections and Tests**

The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.

8. **Packing**

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.



The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

**Packing Instructions:** Each package will be marked on three sides with proper paint/indelible ink, the following:

- (i) Item Nomenclature
- (ii) Purchase Order/Contract No.
- (iii) Country of Origin of Goods
- (iv) Supplier's Name and
- (v) Packing list reference number

9. **Delivery and Documents**

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in supply the order within the specified period. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

Delivery of the goods should be made within the specified period from the date of placement of purchase order. The supplier shall notify the purchaser and the insurance company within 72 hours of shipment by cable/telex/fax/e mail the full details of the shipment including contract number, railway receipt number/ AWB etc and date, description of goods, quantity, name of the consignee, invoice etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

- (i) Three copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;
- (ii) Acknowledgment of receipt of goods from the consignee(s) by the transporter;
- (iii) Insurance Certificate if applicable;
- (iv) Manufacturer's/Supplier's warranty certificate; if applicable
- (v) Inspection Certificate issued by the nominated inspection agency, if any, and the Supplier's factory inspection report; and Certificate of Origin.
- (vi) Two copies of the packing list identifying the contents of each package.

The above documents should be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses including demurrage charges.

10. **Transportation**



Transport to destination including insurance, as specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

**11. Performance Security and Agreement**

The successful Bidder shall furnish the performance security equivalent to 5 % of the cost of contract, in the form of DD or Bank Guarantee from a scheduled commercial bank within 07 days from award of contract.

The BG would remain valid for a period of 60 days beyond the date of completion of all obligations of the supplier including warranty obligation. BID SECURITY will be released to successful bidder after submission of Bank Guarantee. NIT Srinagar shall forfeit Bank Guarantee in the event of breach of contract by the successful supplier.

**14. Payment**

100% payment shall be released after supply is received satisfactorily against each supply order under the contract.

**15. Penalty**

If the Supplier fails to deliver any or all of the Goods or to perform services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 0.5% per week or part thereof subject to the maximum deduction of 10% of the contract price. Such payment shall be deducted from the same bill or any other bill due to supplier from NITS J&K.

**16. Warranty**

The supplier shall have to certify that the books supplied are the latest editions of the books and in case it is proved that the supplied books are not the latest editions, the same shall be returned to the supplier at his own risk and cost. Repeated default of this type can lead the supplier to be black listed and termination of contract.

**17. Termination for Default**

- i. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
- ii. If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser.
- iii. If the Supplier fails to perform any other obligation(s) under the Contract.



- iv. If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- v. For the purpose of this Clause:
- vi. "Corrupt practice" means the offering, giving, receiving or soliciting of gratification to influence the action of a public official(s) in the procurement process or in contract execution.
- vii. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the purchaser of the benefits of free and open competition;"

18. **Force Majeure**

The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, act of God and freight embargoes or Law and Order restriction.

19. **Resolution of Disputes**

The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a contractual dispute, either party may require that the dispute be referred for resolution to the formal mechanisms. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and national or international arbitration.

In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director NIT Srinagar and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The





award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

20. **Taxes and Duties**

Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser. However, GST in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the order.

21. **Applicable Law:** The place of jurisdiction would be Srinagar, Jammu and Kashmir.

23. **Notices:** For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

**Officer-in-Charge**  
**Central Purchase Unit**  
**National Institute of Technology Srinagar**  
**Hazratbal Srinagar-190006, J&K**  
**Email: [cpu@nitsri.ac.in](mailto:cpu@nitsri.ac.in)**  
**Contact No: +91-9469880715**



## B. INSTRUCTION TO BIDDERS (ITB)

### INTRODUCTION

#### 1. Eligible Bidders

This invitation for Bids is open to all manufacturers or their dealers specifically authorized by the manufacturers to quote on their behalf for this tender as per manufacturer's authorization form and Indian agents of foreign principals, if any who possess the qualifying requirements specified in this tender.

Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.

If any agent submits bid on behalf of the Principal/OEM, the same agent shall not submit as bid on behalf of any other principal/OEM in the same tender for the same product.

In a bid, either the Indian Agent on behalf of the principal/OEM or principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same bid.

The bidders may submit the proprietary certificate for the item(s) if applicable

#### 2. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### THE BIDDING DOCUMENTS

#### 3. Cost of Bid Document

As mentioned on e-tender notice

#### 4. Contents of Bid Document

The Bidder is expected to examine all instructions, forms, terms (ITB/GCC/SCC etc.), and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive shall result in rejection of the bid.





5. Amendment to Bid Document

The prospective bidders are required to keep a watch on the MoE/CPPP/NITS, J&K Website w.r.t. any amendment to the tender document or to clarification to the queries raised by the bidders up to seven days prior to the opening of the tender. The Purchaser reserves the right to reject the bids if the bids are submitted without taking into account these amendments/clarifications. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

PREPARATION OF BIDS

6. Documents Comprising the Bid

The bid document is available online and bids are to be submitted online through the e-tendering portal Central Public Procurement Portal <https://www.eprocure.gov.in/eprocure/app>

Corrigendum, if any, would appear only on the Institute website/CPP Portal and not to be published in any News Paper". Bids submitted manually will not be accepted. The bidders would be required to register in the web-site which is free of cost. For submission of the bids, the bidders are required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities.

The submission of following documents establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted as per qualification requirements/criteria, is mandatory:-

- PAN card of the firm.
- GST registration.
- Tender Acceptance Letter.
- Audited Annual Accounts including Balance Sheet and Profit & Loss account for the FY 2022-23, FY 2021-22, FY 2020-21. The average annual turnover which should not be less than 30 Lakhs for the FY 2022-23, FY 2021-22, FY 2020-21.

Note: - All documents should be clearly scanned and uploaded on the portal.

**In Addition to above Mentioned Documents, below mentioned Documents should also be uploaded:**



- (a) Bid security of Rs 50,000 in the form of CDR (Cash Deposit Receipt) / FDR (Fixed Deposit Receipt) / TDR (Term Deposit Receipt)/ Demand Draft, valid for a minimum period of 6 months; Pledged to **Director NIT Srinagar**.
- (b) Cost of Tender Document for an amount of Rs 1000/- in the form Demand Draft favoring **Director NIT Srinagar**.

6.1 **The Financial/Price Bid** shall comprise of the Price Schedule 'Part A' as applicable given with tender to be uploaded after filling all relevant information like Rate. The Rate should be inclusive of all charges and no other charges shall be considered. The priced bid should be uploaded strictly as per the format available with the tender failing which the offer is liable for rejection (renaming or changing format of Price schedule sheet will not be accepted by the system).

- (a) **All taxes and levies (GST or any other tax) to be payable must be included.**
- (b) **The rate quoted should be FOR NIT Srinagar.**
- (c) **Bidders shall quote a Percentage (%age) Discount on the MRP.**

#### 7. Period of Validity of Bids

Bids shall remain valid for **120** days from the date of opening the bid prescribed by the Purchaser. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

#### 8. Format and Signing of Bid

The Bidder shall upload the bids in two parts. One part shall contain Techno-Commercial un- priced Bid and the other shall contain the Priced Bid.

All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

Any interlineations, erasures or overwriting shall be valid only if the persons or persons signing the bid endorse them.

The Bidder shall furnish information on commissions or gratuities, if any paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract as per the bid form.

The bid once accepted and the contract awarded the bidder will be obliged to execute the contract for the delivery and commissioning of the product at NIT Srinagar, J&K.

#### OPENING AND EVALUATION OF BIDS



9. **Opening of Bids by the Purchaser**

The Purchaser will first open all Techno Commercial Un-Priced Bids, as per the schedule given in invitation to bids.

In the event of the specified date of Bid opening turning to be a non-working day for the Purchaser, the Bids shall be opened on the next working day. The Bids shall be evaluated as per eligibility and other requirements to find out qualified bidders.

The Financial/price bid of technically qualified bidders only will be opened at the date and time to be informed to the qualified bidders.

The Financial Bids shall be evaluated individually Item wise and the contract will be awarded accordingly.

10. **Clarification of Bids**

To assist in the examination, evaluation and comparison of bids, the Purchaser may, at its discretion ask the bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing and no change in the price substance of the bid shall be sought, offered or permitted. However, no post Bid clarifications at the initiative of the Bidder shall be entertained.

11. **Purchaser's Right To Vary Quantities At Time Of Award**

The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

12. **Purchaser's Right To Accept Any Bid and To Reject Any or All Bids**

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

Evidence regarding credibility of stable performance and maintenance service capability must be provided. The purchaser reserves the right to make judgment on this score and reject bids that, in the purchaser's view, do not carry sufficient credibility for performance and/or service.

13. **Award of contract**

- (a) The Contract shall be awarded to the bidder whose bid is commercially, technically responsive and offered at highest offered discount on the MRP worked out separately for each make of the drug.



- (b) Successful bidder shall be notified about the award of the contract where in terms and conditions of supply shall be incorporated.

14. **Order Acceptance**

The successful bidder should submit acceptance of the Purchase Order immediately but not later than 07 days in any case from the date of issue of the Purchase Order failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited



**Annexure-I**

S.No.	Item/Goods	Required for
1	Books of Indian Publishers	All Engineering department/ Science departments/ Humanities & Social Science and Management
2	Books of Foreign Publishers	All Engineering department/ Science departments/ Humanities & Social Science and Management

Note: Bidders can quote for specifications, generic in nature, but covering the mentioned values.

**ADDITIONAL ESSENTIAL CONDITIONS AND REQUIREMENTS**

1. Discount shall be quoted for paper Backtype Books only in case of text books & Paper back/hard bound in case of reference books separately. The books shall be of standard quality as per relevant regulations. the institute normally purchases paper-back type books only.
2. The bidders shall quote discount separately for text books and reference books published in India & Abroad.
3. Discount must be offered in relation to Number of copies of the book for each author in case of text books. for reference books generally multiple copies are not purchased.
4. MRP printed shall be authenticated with proper documents/process. MRP by pasted labels shall not be accepted.

**केंद्रीय क्रय इकाई**  
**Central Purchase Unit**  
**राष्ट्रीय प्रौद्योगिकी संस्थान श्रीनगर**  
**NATIONAL INSTITUTE OF TECHNOLOGY SRINAGAR**  
*(An autonomous Institute of National Importance under the aegis of Ministry of Education, Govt. of India)*  
**हजरतबल, श्रीनगर, जम्मू-कश्मीर, 190006, भारत**  
**Hazratbal, Srinagar, Jammu and Kashmir, 190006, INDIA**



<b>Tender Inviting Authority: Central Purchase Unit</b>						
<b>Name of Work: Fixing of Rate Contract for the supply of books to Institute Library</b>						
<b>Contract No: NIT/CPU/RC/2023/Library/23-24</b>						
<b>Name of the Bidder/ Bidding Firm / Company :</b>						
<b>PRICE SCHEDULE</b>						
<b>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )</b>						
<b>NUMBER #</b>	<b>TEXT #</b>	<b>NUMBER #</b>	<b>TEXT #</b>	<b>NUMBER #</b>	<b>NUMBER #</b>	<b>TEXT #</b>
<b>Sl. No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Discount or Rebate on the MRP (in %)</b>	<b>Total Discount or Rebate on the MRP (in %)</b>	<b>TOTAL AMOUNT In Words</b>
1	2	4	5	13	53	55
1	Text Books Indian Publications Paper Back (Qty upto 5)	1.000	Nos			
2	Text Books Indian Publications Paper Back (Qty 6-10)	1.000	Nos			
3	Text Books Indian Publications Paper Back (Qty 11-15)	1.000	Nos			
4	Text Books Indian Publications Paper Back (Qty 16-20)	1.000	Nos			
5	Text Books Foreign Publications Paper Back (Qty upto 5)	1.000	Nos			
6	Text Books Foreign Publications Paper Back (Qty 6-10)	1.000	Nos			
7	Text Books Foreign Publications Paper Back (Qty 11-15)	1.000	Nos			
8	Text Books Foreign Publications Paper Back (Qty 16-20)	1.000	Nos			
9	Reference Books: Indian Publications (Paperback)	1.000	Nos			
10	Reference Books: Foreign Publications (Paperback)	1.000	Nos			
11	Reference Books: Indian Publications (Hardbound)	1.000	Nos			
12	Reference Books: Foreign Publications (Hardbound)	1.000	Nos			
<b>Total in Figures</b>						
<b>Quoted Rate in Words</b>						