



Central Purchase Unit  
National Institute of Technology Srinagar (J&K) -190006  
Email: [cpu@nitsri.ac.in](mailto:cpu@nitsri.ac.in)

\*\*\*\*\*

## E-TENDER NOTICE

Tender No. NITS/CPU/ET/2020/PnD/062

Date: 20/10/2020

On behalf of The Board of Governors of the Institute online bids (Two- Cover System) are invited from eligible reputed manufacturers or their authorized agents or dealers for the following item(s):

Sl. No	Description of work	Bid Security to be given in INR	Last Date & Time for purchase of bid document online	Last date & Time for online submission of bids	Date/Time for opening of Technical bid
1	<b>Rate Contract for Commercial LPG Cylinders-19.5 kg During Winter 2020-21.</b> Standards filled commercial cylinders as approved for office use including all costs of refill and supply for NIT Srinagar but excluding cylinder cost.	20,000	09.11.2020 at 22:00	10.11.2020 at 13:00	10.11.2020 at 14:30

Website for Online bid Submission : <https://mhrd.euniwizarde.com>

Cost of Tender documents: - Rs 50/- to be paid online mode only

KINDLY NOTE THAT ONLY ONLINE BID WILL BE CONSIDERED AGAINST THISTENDER.

Further, requests for postponement will not be entertained. Bids send by post/Fax/email bids 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://mhrd.euniwizarde.com> 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.

Officer-in-charge

Central Purchase unit

**Detailed Bid Document for Tender No: Tender No. NITS/CPU/ET/2020/PnD/062**

**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. 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.

4. Submission of the bids and BID SECURITY

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

Before submission of bids, the bidders are requested to kindly read the Instructions to bidders for online participation available at the end of this tender document.

5. 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.

6. Warranty

The cylinders shall be of the standard weigh as per company's norms which shall be checked in the NIT stores and the supplier shall be bound to keep certified weighing equipment for the same purpose available with the supply.

7. **Payment**  
100% payment shall be made after receipt of each supply and each job done against proper bill and gate pass after due certification of the indenter section. The supplier shall have to arrange for weighing balance to check the weight of cylinders in the estates store at NIT campus.  
**Prices**  
Price will be quoted in both words and figures. In case of any difference, the prices quoted in words shall prevail.
8. **Settlement of disputes.**  
  
Settlement of disputes if any shall be subject to the jurisdiction of Srinagar Courts only.
9. **Liquidated Damages.**  
  
If the bidder after accepting the purchase order of items/service , fails to deliver any or all of the items or fails to perform the services on time as specified, NIT Srinagar shall proceed on its own to arrange the items /services and treat the supply order as terminated, on the risk & responsibility of the defaulting bidder. The CDR of such bidder shall stand as forfeited without any further notice and the bidder shall also be considered for ban to participate in the tenders of the Institute for a future period of 1-year.
10. **Award of contract**  
(a) Contract shall be awarded to the bidder who qualifies techno- commercially and offers the highest discount/rebate in case of cylinders and lowest reasonable rates in case of schedule A.  
(b) Successful bidder shall be notified about the award of the contract through a supply order where-in terms and conditions of contract shall be incorporated.  
(c) The bidder shall have to supply the LPG as per the intimation and schedule fixed by the indenter section i.e. P&D -Estates section, for maintaining a reasonable buffer at any time.
11. **Validity of Bids**  
Bids shall remain valid at least for 30 days from the date of opening of the bids.
12. **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 1% per week 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.
13. **Termination for Default**  
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:  
(i) 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.  
(ii) If the Supplier fails to perform any other obligation(s) under the Contract.  
(ii) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.  
For the purpose of this Clause:  
(i) "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.  
(ii) "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;”
14. **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.

15. 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 Officer-in-charge Central purchase unit NIT 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.

(i) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

16. 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.

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

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

I. Purchaser:

Officer-in-Charge  
Central Purchase Unit  
National Institute of Technology Srinagar  
Hazratbal Srinagar-190006, J&K

**Contact for Clarification:**

- 1. 9596948242**
- 2. 9906523922**

II. Supplier: (To be filled in by the supplier)

.....  
.....  
.....

## **B. INSTRUCTION TO BIDDERS (ITB)**

### INTRODUCTION

#### 1. Eligible Bidders

This invitation for Bids is open to All Manufactures of LPG or their Authorized dealers having area Jurisdiction and having all the documents mentioned in the Tender below Point 5.1.

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.

#### **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

#### 2. Cost of Bid Document

As mentioned on e-tender notice

#### 3. 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.

#### 4. Amendment to Bid Document

The prospective bidders are required to keep a watch on the MHRD/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

#### 5. Documents Comprising the Bid

The bidder is required to upload its bids on the MHRD portal: <https://mhrd.euniwizarde.com> in two parts in prescribed excel format available on the website only. One part is the Techno-Commercial Unpriced Bid and the other part is the Financial or Price Bid.

5.1 The Techno-Commercial Unpriced Bid prepared by the Bidder shall include the following without indicating the price in the Bid Form.

The 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.

#### **Bid must contain the following documents (to be uploaded online)**

- (a) Proof of being Authorized dealer in the shape of Authorization Letter.
- (b) PAN card of the firm.
- (c) GST registration

(d) Bid security for the amount shown, in the form of CDR in favour of Officer In-charge, Central Purchase Unit NIT Srinagar (J&K) or to be paid Online while filling the Tender. Tender without CDR shall be rejected.

(e) Proof of legal status.

(f) Duly filled in Bid form in the format given in Annexure-B.

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

5.2 The Financial/Price Bid shall comprise of the Price Schedule 'A' given with tender to be uploaded after filling the discount both in figures and words. 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).

Rates should be quoted F.O.R. at site i.e. NIT Srinagar,J&K. Inclusive of all taxes and duly delivered at NIT

6. Period of Validity of Bids

Bids shall remain valid for 30 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.

7. Format and Signing of Bid

12.1.1 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 initialled 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 awarded the contract the bidder will be obliged to execute the contract for the delivery and commissioning of the product at NIT Srinagar, J&K..

8. Modification and Withdrawal of Bids

The Bidder may modify or withdraw its bid after the bid's submission; prior to the deadline prescribed for online submission of bids.

No bid may be modified subsequent to the deadline for online submission of bids.

No bid may be withdrawn in the interval between the deadline for online submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

9. OPENING AND EVALUATION OF BIDS

Opening of Bids by the Purchaser

The Purchaser will 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 being declared a holiday for the Purchaser, the Bids shall be opened on the next working day.

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

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. Contacting the Purchaser

Any attempt by any Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the bid.

12. 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.

13. 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.

14. Notification of Award

Prior to expiry of the period of bid validity, the purchaser will notify the successful bidder in writing by Purchase Order.

Upon the successful Bidder's furnishing of performance security the purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

15. Order Acceptance

The successful bidder should submit acceptance of the Purchase Order immediately but not later than 03 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-A**

**A-Commercial LPG Cylinders-19.5kg Type**

<u><b>Description of items</b></u>	<u><b>Apx. Quantity</b></u>	<u><b>CDR Amount(Rs.)</b></u>
<b>Rate Contract for Commercial LPG Cylinders-19.5 kg During Winter 2020-21.</b> Standards filled commercial cylinders as approved for office use including all costs of refill and supply for NIT Srinagar but excluding cylinder cost.	<u><b>550 Cylinders</b></u>	<u><b>20,000/</b></u>

---



**Annexure -B**  
**BID FORM**  
**(To be uploaded online)**

**(To be filled-in by the Bidder)**

Name of the firm:- \_\_\_\_\_

Tender for supply of \_\_\_\_\_

NIT No. & Date:- \_\_\_\_\_

GST/Pan card attached	Yes/No
Registration/ Authorization /Dealership certificates attached	Yes/ No
Revenue stamp affixed.	Yes/ No
Rates covered with transparent tape:-	Yes/ No
Call Deposit Receipt enclosed:-	Yes/ No.
Bid price in Indian Rupees:-	Yes/ No
FOR NIT Srinagar:-	Yes/No
Bid without correction/overwriting:-	Yes/ No

Seal & Signature of the Supplier

## **Annexure-C**

\*\*\*\*\*

### **Price Schedule**

\*\*\*\*\*

A.1: For Commercial LPG Cylinders-19.5kg Type

<b>Description of items</b>	<b>Discount or rebate on the MRP fixed by the LPG company (%)</b>
<b>Rate Contract for Commercial LPG Cylinders-19.5 kg During Winter 2020-21.</b> Standards filled commercial cylinders as approved for office use including all costs of refill and supply for NIT Srinagar but excluding cylinder cost.	

## Revised Technical Specifications:

IMPORTANT Note: - All documents should be clearly scanned and inreadable format; same should be uploaded on the e-Tendering portal before due date and time.

### Instructions to Bidder for online participation

1. Bidders/Vendors/Suppliers/Contractors must get themselves registered by payment of 2000/- exclusive onetime fee for 1 Year on the portal for participating in the e-tenders published by the department. Detailed registration help manual is available in bidder help manual kit.
2. Bidders must provide the details of PAN number; registration details etc as applicable and submit the related documents. The user id will be activated only after submission of complete details.
3. Bidders must have a valid email id and mobile number.
4. Bidders are required to obtain Class 3 Digital Certificates (Signing & Encryption) as per their company details.
5. Once bidder DSC is mapped with the user id, the same DSC must not be used for another user id on the same portal. However bidder can update the digital certificate to another user id after unmapping it from the exiting user id.
6. Bidders now can login with the activated user Id & DSC for online tender submission process in this portal.
7. Bidders can upload required documents for the tender well in advance under My Documents and these documents can be attached to the tender during tender participation as per the tender requirements. This will save the bid submission duration/time period and reduce upload time of bid documents.
8. Bidders must go through the downloaded tender documents and prepare and upload bid documents as per the requirements of the department.
9. Bidders are advised to read complete BoQ/SoQ/Price Bid/Financial Bid and Terms & Conditions before quoting rates in the bid document.
10. Any modification/replacement in BoQ/SoQ/Price Bid/Financial bid template is not allowed. Bidders must quote only in predefined fields in the bid sheet and save the bid sheet. After saving, the same bid sheet must be uploaded in the portal.
11. Bidders must pay required payments (Tender fee, BID SECURITY, Tender Processing Fee etc as available on the portal) as mentioned in the tender document, before submitting the bid.

12. Bidders are recommended to use PDF files for uploading the documents and file size must not cross 5MB. Only price bid sheet will be in Excel format.

13. The bidders must ensure to get themselves registered on the portal at least 1 week before the tender submission date and get trained on the online tender submission process. For tender submission and registration process bidders are advised to refer respective manuals on website. Tender inviting Authority/Department will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues like internet connectivity/PC speed/etc...

14. Offline Submission of bids/documents/rates by the bidders will not be accepted by the department, under any circumstance.

15. After final submission of the bid, a confirmation message and bid submission acknowledgement will be generated by the portal. The bid submission acknowledgement contains details of all documents submitted along with bid summary, token number, date & time of submission of the bid and other relevant details. Bidder can keep print of the bid submission acknowledgement.

16. If bidder is resubmitting the bid, bidder must confirm existence of all the required documents, financial bid and again submit the bid. Once submitted, the bid will be updated.

17. Submission of the bid means that the bid is saved online; but system does not confirm correctness of the bid. Correctness of the bid will be decided by tender inviting authority only.

18. The time displayed in the server is IST(GMT 5:30) and same will be considered for all the tendering activities. Bidders must consider the server time for submission of bids.

19. Bid documents being entered by the Bidders/Vendors/Contractors will be encrypted at the client end and the software uses PKI encryption techniques to ensure security/secretcy of the data. The submitted bid documents/data become readable only after tender opening by the authorized individual.

For E-Tendering Help/Support in participation or guidance: -

Mr.Akshay	93550-30623
Mr.Sanjeet Jha	93550-30626