



COTTON UNIVERSITY

Panbazar, Guwahati- 781001

Notice Inviting Bids

" NIB No. CU/S&P/2023/07 Dt. June 13, 2023 "

Bids in sealed cover are invited from OEM's or Authorized dealers/suppliers/vendors or business partners in Dual-bid System with respect to procurement of UV- VIS Spectrometer for the Dept. of Zoology, CU. The deadline for submission of sealed bid is 2:00 P.M. of June 28, 2023. For details, visit www.cottonuniversity.ac.in .

S/d, Registrar

6/13/23

Registrar
Cotton University
Panbazar, Guwahati-781001 Assam



COTTON UNIVERSITY

Panbazar, Guwahati-781001, Assam, India

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Notice Inviting Bids

"NIB No. CU/S&P/2023/07 Dt. June 13, 2023"

Bids in sealed cover are invited from Original Equipment Manufacturers (OEMs) or their authorized dealers/suppliers/vendors or business partners in dual-bid {techno-commercial and financial} system with respect to Procurement of **Dual Beam UV-VIS Spectrometer** for the Dept. of Zoology, Cotton University.

The bidding document pertaining to this notice, along with the **requisite nos. of ICICI Bank Challan- 'FEE CODE 011'** which is meant for payment of a **processing fee worth INR 1000/-**, must be downloaded from the University's website i.e. www.cottonuniversity.ac.in. The sealed cover must be super-scribed as **"Procurement of Dual Beam UV-VIS Spectrometer, Dept. of Zoology, C.U.: NIB No. CU/S&P/2023/07 Dt. June 13, 2023"** and addressed to **"The Registrar, Cotton University, Guwahati-781001, Assam"**. The sealed cover containing the bid must be submitted during office hours **on or before 2.00 P.M. of June 28, 2023** in the **drop-box** arranged for the purpose. Bid opening might be done on the same day at **3:00 P.M.** in presence of the bidders.


(Prof. Diganta Kr. Das)
Registrar

Registrar
Cotton University
Panbazar, Guwahati-781001, Assam

Memo No. CU/S&P/2023/03/ 6609-15

Dated 13/6/23

Copy for information and necessary action to:

1. The Director, Directorate of Information and Public Relations, Government of Assam; he is requested to arrange for publication of the abstract ad {soft copy enclosed} of this notice in the immediately next issue of 'The Assam Tribune' and 'Amar Asom', as well as submit the invoice in triplicate format for claiming the release of payment.
2. The P.S. to the Vice Chancellor, Cotton University
3. The Head, Dept. of Zoology, Cotton University.
4. The Finance Officer, Cotton University
5. The Systems Manager, Cotton University; he is requested to arrange for uploading/posting of this bidding document in the University's website
6. The University's notice board
7. The office file concerned


(Prof. Diganta Kr. Das)
Registrar

Registrar
Cotton University
Panbazar, Guwahati-781001, Assam



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1. Terms and Conditions:

The following terms and conditions, which are the minimum criteria for this bid, shall apply herein:-

- 1.1. The sealed cover must be submitted in **two separate, sealed sub-envelopes** clearly super-scribed as:
 - i. **'Techno-commercial Bid'**, consisting of documents, testimonials, etc. pertaining to all technical specifications/ details of item(s) in addition to commercial terms and conditions as well as other requisite compliances; and
 - ii. **'Financial Bid'**, indicating per unit base rates, per unit prices, total prices and value of the items listed in the Techno-commercial Bid.
- 1.2. The **two separate, sealed sub-envelopes** mentioned in Clause 1.1 are required to be placed inside a **bigger sealed envelope** clearly super-scribed on the top of the same as **"Procurement of Dual Beam UV-VIS Spectrometer, Dept. of Zoology, C.U.: NIB No. CU/S&P/2023/07 Dt. June 13, 2023"**. The **name and address of the bidder** along with **valid contact number(s)** must be mentioned on each of the envelopes. The **bigger sealed envelope** which is required to be addressed to **"The Registrar, Cotton University, Guwahati-781001, Assam"** must be submitted during office hours on or before **2:00 P.M. of June 28, 2023** in the drop-box arranged for the purpose.
- 1.3. Irrespective of having been registered with the **Ministry of Micro, Small & Medium Enterprises (MSME), Govt. of India** or the **National Small Industries Corporation (NSIC), Govt. of India**, there is a mandatory **processing fee** to the tune of **INR 1,000/- (Indian Rupees One thousand only)**, which must be deposited through the **requisite nos. of ICICI Bank Challan-'FEE CODE 011'** at any of the branches of **ICICI Bank**. The **soft copy** version of the aforementioned bank challan has to be **downloaded** from the University's website i.e. www.cottonuniversity.ac.in for which it has been provided therein under the head as **"Important Links" → "Forms & Format" → "Other Challan" → "Challan for Tender Fees"**.
- 1.4. The sealed and signed **counter-foil** [which indicates payment of the processing fee] **with regard to the bank challan** bearing the heading **'UNIVERSITY'S COPY'** must be submitted in the sub-envelope titled **Techno-commercial Bid**.
- 1.5. **Techno-commercial Bid opening and evaluation** might be done on the **same day at 3:00 P.M.** in presence of the bidders. **Financial Bid of only the techno-commercially acceptable offer(s) shall be opened** for the purpose of evaluation. In case the Techno-commercial Bid evaluation remains incomplete that day, then the date and time of Financial Bid opening shall be intimated to the shortlisted bidder(s) separately.
- 1.6. In case the **date of bid submission** is declared a **holiday** by any jurisdictional authority, the **following working day** of the University shall be **treated as due date** for bid submission. The **bid received after due date and time or without sealed cover or in torn condition** shall be treated as **'unresponsive' and disqualified**, and shall **not be entertained under any circumstances whatsoever**.
- 1.7. Going forward, any **addendum, corrigendum, notice of date extension, etc.** shall be posted on the **University's website** only. As such, it is in the bidder's interest to stay alert regarding such postings.
- 1.8. All bids received shall be **opened, scrutinized and evaluated** by a committee constituted for the purpose of **selection and recommendation** with respect to **Award of Contract (A.O.C.)/ Purchase Order (P.O.)**.



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- 1.9. Evaluation of bids shall be done separately for each item/ category of items on the basis of the respective lowest offered per unit base rates, per unit prices, total prices and value or some other appropriate criterion/parameter adopted by the committee constituted for the purpose.
- 1.10. All pages of the bidding document and supporting materials, annexure/enclosures etc. must be sealed and signed by the bidder or their authorized signatory. All entries by the bidder must be legibly written. Any over-writing, corrections and cuttings must bear initials of the authorized signatory. Ideally, corrections must be made by writing again instead of 'shaping' or over-writing.
- 1.11. Unless the bidder submits a certificate [in order to avail exemption of Earnest Money Deposit (EMD)] issued by the Ministry of Micro, Small & Medium Enterprises (MSME), Govt. of India or the National Small Industries Corporation (NSIC), Govt. of India, they must invariably furnish EMD to the tune of 3% of the quoted value vide Banker's Cheque/ Demand Draft only {and not in any other mode}, drawn in favour of "Cotton University" and payable at "Guwahati".
- 1.12. The Earnest Money Deposit (EMD) of the unsuccessful bidder(s) shall be returned after placement of Purchase Order (P.O.)/ Award of Contract (A.O.C.) on the successful bidder, whereas the EMD of the successful bidder(s) shall be treated as Performance Security money.
- 1.13. The Performance Security money shall be retained until three (3) years from the respective date of installation {and commissioning, if applicable} pertaining to all the major lab instrument/equipments, post which the same shall be returned subject to obtaining the necessary 'No Objection Certificate'/ 'Clearance Report' from the authorized personnel/ end user concerned.
- 1.14. The Performance Security money of the successful bidder, during the subsistence of the period of warranty, shall be interest-free [i.e. it shall not carry any interest on the principal amount] and be refunded after adjustment of all dues of the University for Damages of any kind, if any.
- 1.15. An offer of Replacement Guarantee encompassing immediate replacement of the 'to be supplied' item(s) against defects of manufacturing/ workmanship/ mishandling during storage and transit etc. must be provided by the successful bidder.
- 1.16. An offer of On-site Comprehensive Warranty for a period of at least three (3) years [from the date of installation {and commissioning, if applicable} of the Lab/Research equipment] must be provided by the successful bidder.
- 1.17. The University reserves the right to call for any information and record as well as inspect the premises of any or all of the bidders, before as well as during award of the supply contract/ Purchase Order (P.O.) and subsistence of the warranty period.
- 1.18. The University shall deal with the representative(s) of the Original Equipment Manufacturer (OEM) or their authorized dealer/supplier/vendor or business partner directly, and thus, no other commission agents, middle-men, etc. must be asked or encouraged by the bidder to represent their cause.
- 1.19. The bidder submitting their bid shall be deemed to have read and unconditionally accepted all the terms and conditions stated herein. Therefore, counter-conditional bids shall be summarily rejected.
- 1.20. No correspondence shall be entertained in respect of acceptance or rejection of bid.



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- 1.21. **Per unit base rates, per unit prices, total prices, value** [which must not under any circumstance exceed the respective **Maximum Retail Prices (MRPs)** or reasonable market rates, prices, value] have to take into account **taxes and duties, wages of manpower, charges for packaging/ forwarding/ freight {bulk loading and unloading}/ transit insurance, charges for on-site delivery as well as on-site installation and commissioning, etc.** Other incidental expenses must be borne by the bidder themselves.
- 1.22. **Per unit base rates, per unit prices, total prices, and value** in the **Financial Bid** must be quoted in Indian currency, i.e. **Indian Rupees (INR)** only.
- 1.23. If **per unit base rates, per unit prices, total prices, and value** are quoted in a format other than the one prescribed in the bidding document, then the bid is liable to be cancelled. Therefore, 'Schedule of Prices' must be carefully and properly filled up.
- 1.24. **On-site delivery, on-site installation {and commissioning, if applicable}** of the lab equipment [besides any **on-site training {if necessary}**] must be done by the authorised representative(s) of the **Original Equipment Manufacturer (OEM)** or their authorized dealer/supplier/vendor or business partner entirely at their own risk and **free-of-cost** in their presence and to the satisfaction of the authorized personnel of the University.
- 1.25. The successful bidder must **deliver the ordered item(s)** at the **Cotton University** or any other site(s) to be finalized in due course of time by the authorized personnel. Besides, the former must also collect item(s) for return, if any.
- 1.26. The successful bidder must **provide adequate and prompt after-sales service and support, whenever and wherever called for at the designated site during such time in the day as may be specified for that particular place from time to time** which shall include **all working days/ shifts and even on holidays**. Apart from delivering the required services, as and when called for, the bidder must **discharge any other duties**, which in the opinion of the University are **within the scope of work** of the bidder, and that such duties must be carried out **with due diligence and care**.
- 1.27. The successful bidder must **not divulge any information, confidential or otherwise**, that he may come across. The **authorized** representative(s) of the bidder shall be granted **access/permission by the University to enter the premises only for the purpose of carrying out the contractual obligations in respect of the supply contract/ Purchase Order and not for any other reason or purpose**. Prior permission from the authorized personnel of the University must be obtained by the authorized representative(s) of the bidder in the event of them being required to **remain on the University premises beyond the stipulated time and/or on Sundays and fixed public holidays** for whatsoever reasons.
- 1.28. The **successful bidder and their representative(s)** shall be **liable to be dealt with suitably** in the event of **infringement of any law**. Any **financial liability arising on the University** shall be **deducted from the invoice of the bidder**; and if the full amount is still not recovered, the same shall be recovered from the **Performance Security money** of the bidder.
- 1.29. In case the successful bidder fails in fulfilling the obligations under the bid or supply contract/ Purchase Order, fully and in time, the **University** shall have the **absolute right to take up the work at the bidder's cost and risk**, and recover all such expenses from the amount of money due to the bidder including their **Performance Security money**.



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- 1.30. If **any damage** is caused to **persons and/or property of the University** by the successful bidder or its personnel deployed in the University's premises in the course of execution of task/assignment under the supply contract/ Purchase Order, then the **bidder shall** be liable for the same and that they shall **indemnify the University** against such damages. The bidder shall also **render all assistance and cooperation** to the University in the event of any **inquiry relating to any such incident or accident**.
- 1.31. **No advance payment** shall be made to the successful bidder. **Payment** shall be made only **after due scrutiny, verification and certification** by the **authorized personnel of the University** who shall necessarily be officer(s)/official(s)/end user(s) designated by the University for the purpose regarding the successful execution of the allotted task/assignment by the authorized representative of the bidder.
- 1.32. The successful bidder is **liable to forfeit their Performance Security money and be barred from bidding in the future** if after receipt of supply contract/ Purchase Order, they fail to deliver the **major lab instrument/equipments and/or fulfil due obligations** with respect to the same. For any **deficient service**, the University reserves the **right to terminate the contract/ P.O.** and initiate such further **penal, including legal, action** as deemed appropriate.
- 1.33. The successful bidder shall **not delegate or sublet/subcontract the supply assignment or any part thereof to any other entity/company/agency/contractor/supplier/vendor or business partner** without the prior written consent/approval of the University; and such **consent, even if provided, shall not relieve the bidder from any liability or any obligation** under the supply contract/ Purchase Order.
- 1.34. **Statutory levies and taxes**, as applicable from time to time, might be **deducted at source** {as Tax Deducted at Source (TDS)} **from the invoice** of the successful bidder at the time of settlement of the same **unless the bidder produces a certificate {from the Income Tax authorities} to the contrary**. TDS certificate, wherever applicable, shall be issued by the University to that effect. Taxes, as applicable, shall be paid as per rules.
- 1.35. The successful bidder must **observe all the laws** and be **solely responsible for any prosecution or liability arising from breach** of any of those laws. The bidder must be **responsible for compliance with all central and state laws as per rules/ regulations/ bye-laws/ orders of the local authorities and statutory bodies** as may be in force from time to time **during the subsistence of the supply contract/ Purchase Order (P.O.) and period of warranty**. The bidder must also **indemnify the University and its officer(s)/official(s)/end user(s) from any claim or consequences/damages for any lapse or non-compliance** thereof. If, at any point of time, it is found that any type of **liability/ responsibility** has been fixed on the University or its employees by any government or local **body/authority** with respect to the **contract/ P.O.**, then the **total responsibility must be borne by the bidder**.
- 1.36. **Mere submission of the bid** does **not confer any right** on any eligible bidder for being selected as a **successful bidder** and to subsequently obtain the **Award of Contract (A.O.C.)/Purchase Order (P.O.)**.
- 1.37. **Non-conformity** to any of the stipulated **terms and conditions** and/or non-submission of any of the documents/ testimonials/ fees etc., reference of which is made in the '**Enclosures-cum-Checklist Section**, shall amount to the bid being '**incomplete**' thereby **disqualifying the bidder** owing to which their **bid shall not be considered, but instead, summarily rejected** by the bid opening and evaluation committee.

Edms



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1.38. The **bid shall be rejected if:-**

- (i) the authenticity of any of the supporting documents is found to be fabricated or false or untrue or incorrect or forged or deceitful; or
- (ii) the bidder is found to have been blacklisted by any government/ non-government organization/ Public Sector Undertaking in the preceding three(3) years; or
- (iii) the bidder is convicted, punished, charge-sheeted in a criminal case involving moral turpitude; or
- (iv) the bidder tries to canvass the bidding process or influence any official of the University, in any manner whatsoever; or
- (v) the bid or any part of it is found to be conditional or contradictory in nature and interpretation.

1.39. **If, at a later date, it is found that any of the information, documents, testimonials or certificates submitted by the successful bidder is wrong/ forged/ fake/ false/ manipulated, then the supply contract/ Purchase Order (P.O.) shall stand cancelled with immediate effect and that the Performance Security money shall be forfeited without any claim whatsoever against the University.**

1.40. **Selection shall not ipso facto (by itself) confer any right on the successful bidder to receive the Award of Contract (A.O.C.)/ Purchase Order (P.O.) from the University and that it shall in no way guarantee or ensure allotment of task/assignment. The University reserves the right to procure the goods from any other reliable entity/company/agency/contractor/supplier/vendor or business partner which might not be selected as per this or any other bid.**

1.41. The University reserves the **right to cancel the supply contract/ Purchase Order** by giving a **notice in writing without assigning any reason** whatsoever in lieu thereof. Any notice sent by the University to the address recorded in the bidding document of the successful bidder shall be deemed to have been properly served for any of the purposes mentioned herein.

1.42. The **decision** of Cotton University on all matters connected with or incidental to selection of supplier(s)/vendor(s) shall be **final and binding on all**, and that it shall not be called in question on any ground. In case of any ambiguity or dispute that may arise in the interpretation of any of the clauses in this bidding document, the **interpretation of the Registrar, Cotton University shall be final and binding on all.**

1.43. Cotton University reserves the **right to amend or withdraw any of the terms and conditions and also update/ modify/ relax/ waive/ supplement the minimum criteria/requirements at any point of time.** The University also reserves the **right to accept the offers in full or in parts or reject the same summarily or partly.** Additionally, the University reserves the **right to accept, consider or reject any or all of the offers without assigning any reason** in lieu thereof.

1.44. **The Registrar, Cotton University or any officer/official authorized** by the University, shall have the discretion to **review or ascertain and enforce due and proper observance of the laws, rules and regulations.** The **officer(s)/official(s) so authorized** by the University, or **the Registrar,** may by himself, **investigate into any complaint** in the case of any default on the part of the successful bidder vis-à-vis terms and conditions of the bid. **No bidder shall be allowed to be represented by any legal expert during the course of any mutual discussion, consultation, investigation, enquiry, appeal or any other proceeding** conducted by or before any officer/official of the University against the bidder.

1.45. In the event of any **ambiguity or dispute or difference between the parties involved** relating to or concerning the **interpretation of the supply contract/ Purchase Order** or any **alleged breach** thereof



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or any matter relating to the contract or the bid, the same shall be settled by the parties concerned, as far as possible, by mutual discussions and consultations between themselves. The dispute shall be so settled only when the same has arisen during or after the placement of the Purchase Order (P.O.) and/or during subsistence of the supply contract or its period of warranty; and that the decision taken by the Registrar, Cotton University shall be final and binding on all parties concerned.

- 1.46. The law of the land shall apply to the supply contract(s)/ Purchase Order(s) arising out of this bid. All disputes in this connection and all matters arising out of the same shall be settled exclusively in the courts falling under the jurisdiction of Kamrup Metropolitan district authority.



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2. Enclosures-cum-Checklist:

- ❖ Documents etc. which must be placed inside the sub-envelope titled 'Techno-commercial Bid' are:
- i) Counterfoil {UNIVERSITY'S COPY} of ICICI Bank Challan- FEE CODE 011 indicating payment of the processing fee worth INR 1000/-
 - ii) Earnest Money Deposit (EMD) in the form of Banker's Cheque/ Demand Draft to the tune of 3% of the quoted value and alternatively, Certificate issued by MSME/NSIC, Govt. of India.
 - iii) Copy of the bidding document duly sealed and signed by the authorized signatory representing the bidder thereby implicating that all terms and conditions stipulated in the bidding document are unconditionally acceptable to the bidder
 - iv) Copy of valid Letter/Certificate of Authorization/ Dealership or Manufacturer Authorization Form (MAF) issued by Original Equipment Manufacturer (OEM).
 - v) Copy of OEM's Product Brochures/ Technical Literatures regarding the offered products which include detailed specifications, images, sketches, diagrams, test reports, energy ratings, etc. as applicable
 - vi) Statement/Table indicating Technical Compliance stating the University's required items' specifications vis-à-vis the bidder's offered items' specifications in the letterhead of the bidder
 - vii) Copy of the up-to-date Trade License issued by Guwahati Municipal Corporation.
 - viii) Copy of the Certificate of Registration pertaining to GSTIN and document(s) indicating up-to-date GST filing
 - ix) Copy of document(s) indicating Income Tax Returns (ITR) filing for Financial Years 2020-21 and 2021-22 {i.e. for Assessment Years 2021-22 and 2022-23}
 - x) Copy of documents/testimonials [set(s) of purchase orders along with delivery challans and installation reports/certificates] indicating previous work experience of having supplied similar equipment to government or semi-government organisation(s)/ higher educational institute(s) of repute situated in north-eastern region of India
- ❖ Document which must be placed inside the sub-envelope titled 'Financial Bid' are:
- Copy of the prescribed format of 'Schedule of Prices' duly filled up in neat and legible handwriting

[Handwritten signature]



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3. Specifications:

Double Beam UV-VIS Spectrophotometer:

- Double Beam Optics
- 5 inches 320x240 Dots Graphical display
- Wavelength range: 190-1100nm or higher
- Auto wavelength setting ay 0.1nm interval
- Basic, WL Scan, Multi wavelength, Kinetic, Quantitative, DNA/Protein modes
- **Can accommodate 5-100nm path length Cuvettes**
- **8-position Auto cell Changer of 10nm Path length**
- **Variable Spectral bandwidth: 0.5/1.0/2.0/4.0/5.0 nm**
- Wavelength accuracy: $\pm 0.3\text{nm}$
- Wavelength repeatability: $\pm 0.2\text{nm}$
- Photometric range: %T: 0-200%, Abs:-0.3 to 3A, Conc: 0-9999 C
- Stray light: $< 0.05\%$ T @220nm &340 nm
- Stability: $\pm 0.001\text{A/h}$ @500nm
- Baseline flatness: $\pm 0.001\text{A/h}$ (200-1000nm)
- Light Source: Halogen & Deuterium Lamps (Pre-Aligned)
- Connectivity: USB Port for PC Connectivity and parallel port dot matrix printer
- Dimensions (L x B x H) : Instrument: 600 x 450 x 200 mm or similar
- Weight : Instrument: 22 Kg (Approx) or similar



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4. Schedule of Prices:

Sl. No.	Item with Brand	Per Unit Base Rate {INR}	HSN Code	Value of GST@ applicable rate {INR}	Per Unit Price {INR}	Quantum*	Total Price {INR}	Delivery Schedule {No. of Days}
[A]	[B]	[C]	[D]	[E]	[F=C+E]	[G]	[H=FxG]	[I]
1.	Double Beam UV-VIS Spectrometer Make:..... Model:.....					1 set		
Value{INR}								

Name of the **Bidder**:

Address of the **Bidder**:

Contact Number(s) of the **Bidder**:

E-Mail ID(s) of the **Bidder**:

Type of Business Entity of the **Bidder** [Proprietorship/Partnership/Company]:

Full Name {in BLOCK Letters} of the **Authorized Signatory**:

Full Signature of the **Authorized Signatory** with Date:

Office Seal/Stamp:


Registrar
Cotton University
Panbazar, Guwahati-781001 Assam