



COTTON UNIVERSITY

Panbazar, Guwahati-781001, Assam, India

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Notice Inviting Bids

“ NIB No. CU/S&P/2022/07 Dt. March 23, 2022 ”

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 Major Lab Equipment {Trinocular Polarizing Research Microscope} for SERB-DST funded research project under Department of Geology, 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 Major Lab Equipment {Trinocular Polarizing Research Microscope} for SERB-DST funded research project under Department of Geology, Cotton University :: NIB No. CU/S&P/2022/07 Dt. March 23, 2022” and addressed to “The Registrar, Cotton University, Guwahati, PIN-781001, Assam”. The sealed cover containing the bid must be submitted during office hours in the drop-box arranged for the purpose on or before 11:00A.M. of April 19, 2022. Bid opening might be done on the same day at 11:30A.M. in presence of the bidders.

(Prof. Diganta Kumar Das)

Registrar

Memo No. CU/S&P/2021/20/ 2988-96

Dated 23/3/22

Copy for information and necessary action to:

1. The P.S. to the Vice Chancellor, Cotton University
2. The Head, Department of Geology, Cotton University
3. Dr. Bibhuti Gogoi, Principal Investigator of SERB-DST funded research project, Department of Geology, 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 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 Times of India’, ‘The Assam Tribune’ and ‘Amar Asom’, as well as submit the invoice in triplicate format for claiming release of payment
7. The University’s notice board
8. The office file concerned

(Prof. Diganta Kumar Das)

Registrar

Cotton University
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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 base rate, price, and value of the item(s) 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 Major Lab Equipment {Trinocular Polarizing Research Microscope} for SERB-DST funded research project under Department of Geology, Cotton University :: NIB No. CU/S&P/2022/07 Dt. March 23, 2022"**. 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 to be addressed to **"The Registrar, Cotton University, Guwahati, PIN-781001, Assam"** must be submitted during office hours in the **drop-box** arranged for the purpose on or before **11:00A.M. of April 19, 2022**.
- 1.3. There is a mandatory **processing fee** to the tune of **INR 1000/- (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 alongside the relevant Notice Inviting Bids.
- 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 11:30A.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 might 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. 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 best 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.)**.
- 1.9. **Evaluation of bids** shall be done on the basis of the **lowest offered base rate/ price/ value** or some other appropriate criterion/parameter deemed fit by the committee constituted for the purpose.

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Guwahati-781001, Assam

23/3/22



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- 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. The bidder must invariably furnish Earnest Money Deposit (EMD) to the tune of 3% of the quoted value vide Banker's Cheque/ Demand Draft only, 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 shall be treated as Performance Security money.
- 1.13. The Performance Security money shall be retained until one(1) year from the date of installation and commissioning of the equipment. The same shall be returned subject to obtaining the necessary 'No Objection Certificate'/ 'Clearance Certificate' 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 supplied item 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 one(1) year [from the date of installation and commissioning of the equipment] must be provided by the successful bidder.
- 1.17. 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.
- 1.18. 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. No correspondence shall be entertained in respect of acceptance or rejection of their bid.
- 1.19. 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.
- 1.20. Base rate/ price/ value [which shall not under any circumstance result in exceeding the prevailing market rate/ price/ value] must be inclusive of all 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.
- 1.21. Base rate, price, and value in the Financial Bid must be quoted in Indian currency, i.e. Indian Rupees (INR) only.

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- 1.22. If **base rate, price, 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 Price' must be carefully and properly filled up.
- 1.23. **On-site delivery, on-site installation and commissioning of the major lab equipment** besides any **on-site training {if applicable}** must be done by 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 the presence of authorized personnel of the University.
- 1.24. The successful bidder must **deliver the ordered item** at the **Department of Geology, Cotton University** or any other place/site as instructed by the authorized personnel during or prior to **delivery** and also collect item(s) for return, if any.
- 1.25. The successful bidder must **deliver the ordered item** as well as provide adequate and prompt **after-sales service and support/assistance**, 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 include **all working days/ shifts and even on holidays**. Apart from providing 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**.
- 1.26. 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 must be obtained by the aforementioned authorized representative(s) from the University 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.
- 1.27. 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 not recovered, then the same shall be recovered from the Performance Security money of the bidder.
- 1.28. 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 due to the bidder including their Performance Security money.
- 1.29. 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.
- 1.30. **No advance payment** shall be made to the successful bidder. **Payment** shall be made only after **due scrutiny, verification and endorsement** of the successful execution of the allotted task/assignment by **authorized personnel** who shall necessarily be officer(s)/official(s)/end user(s) designated by the University for the purpose.

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- 1.31. 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 equipment 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.
- 1.32. 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.
- 1.33. Goods and Services Tax (GST) at the concessional rate of 5% shall be applicable in case of certain specified categories of items which are directly or indirectly meant to support research purposes in public funded institutions as mandated by the applicable notification(s)/order(s)/certificate(s) issued from time to time by the Department of Scientific and Industrial Research, Ministry of Science and Technology, Govt. of India or the Ministry of Finance, Govt. of India or other competent statutory authority.
- 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 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 bodies 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.
- 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

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- (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. Under exceptional circumstances, the University shall reserve the **right to procure the item 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/vendor 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. 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.
- 1.44. 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 reserves the **right to accept the offers in full or in parts or reject the same summarily or partly**. In other words, the University reserves the **right to accept, consider or reject any or all of the offers without assigning any reason** in lieu thereof.
- 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/ Purchase Order 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.

2. Enclosures-cum-Checklist:

❖ Documents etc. which must be placed inside the sub-envelope titled 'Techno-commercial Bid' are:

- i) Counterfoils {UNIVERSITY'S COPY} of ICICI Bank Challan-FEE CODE 011 indicating payment of the processing fee worth INR 1,000/-
- ii) Earnest Money Deposit (EMD) in the form of Banker's Cheque/ Demand Draft to the tune of 3% of the quoted value
- 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 Proprietary Article Certificate (PAC) or valid Certificate of Authorized Dealership/ Manufacturer Authorization Form (MAF) issued by Original Equipment Manufacturer (OEM)
- v) Copy of OEM's Product Brochure/ Technical Literature regarding the offered products which includes specifications, images, sketches, diagrams, testing report, ratings, etc. as applicable
- vi) Statement/Table indicating Technical Compliance on the letterhead of the bidder stating the University's required item specifications vis-à-vis the bidder's offered item specifications
- vii) Copy of up-to-date Trade License issued by respective administrative jurisdiction in the district or Union territory
- viii) Copy of Certificate of Registration pertaining to GST(IN)
- ix) Copy of document(s) indicating Income Tax Returns (ITR) filing for Financial Years 2018-19 and 2019-20 {i.e. Assessment Years 2019-20 and 2020-21}
- x) Copy of documents/testimonials [set(s) of purchase orders along with corresponding delivery challans and installation reports/certificates] indicating previous work experience of having supplied the quoted equipment to government or semi-government organisations/ Public Sector Undertakings/ reputed industrial units/ higher educational institutes of repute

❖ Document which must be placed inside the sub-envelope titled 'Financial Bid' are:

- Copy of the prescribed format of 'Schedule of Price' duly filled up in neat and legible handwriting


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3. Specifications:

Sl. No.	Item	Description
1	Microscope Body/Frame	<ul style="list-style-type: none">• Polarising Microscope for Reflected Light (RL) and Transmitted Light (TL) illumination
2	Stand and Nosepiece	<ul style="list-style-type: none">• Stand with 5 positions or more with all positions centerable Nosepiece for all the Objectives with Slot for Nosepiece Compensator
3	Photo-tube	<ul style="list-style-type: none">• Beam splitting for simultaneous observation through Eyepieces and live display of image on Screen• Trinocular Observation Tube with inclination of 30°• Inter-pupillary Distance should be adjustable, maximum up to 75mm
4	Focus	<ul style="list-style-type: none">• 3-gear Focus Drive {coarse / medium / fine} with 1- and 4-Micron torque Adjustment, and adjustable Upper Focus Stop• Self-adjusting Focus mechanism
5	Eye Piece	<ul style="list-style-type: none">• Wide Field 10X/22mm FOV with Locking Screw on Left Eye Tube and Cross Hair Graticule• Eye Pieces should be suitable for observation with and without Eyeglasses
6	Illumination	<ul style="list-style-type: none">• Reflected Light Illuminator with built-in Adjustable Aperture Diaphragm that produces bright, crisp and maintenance free lighting for all Samples• Oblique illumination/ DIC for incident light observation for better observation of Surface Relief• Hi- Power Constant Colour 15W LED (4500K) with Intensity Control Facility• Reflected Light Illuminator incorporates 4-fold Turret, Color-coded Diaphragm Assistant (CDA)• Reflected Axis must contain built-in Quartz Plate to avoid pseudo-pleochroism
7	Objectives	<ul style="list-style-type: none">• Strain-free Achromatic POL Objective• 2.5x/0.07 Free Working Distance of 11mm or more• 5x/0.12 Free Working Distance of 14mm or more• 10x/0.25 Free Working Distance of 17mm or more• 20x/0.40 Free Working Distance of 1mm or more• Objectives suitable for both transmitted and reflected light
8.	Condenser	<ul style="list-style-type: none">• POL Aplanatic Condenser (A 0.9) with switchable Condenser Head• Colour coding for fast and easy adjustment of the Aperture Diaphragm
9.	Analyzer and Polarizer	<ul style="list-style-type: none">• Analyser rotatable 180° with Scale• Transmitted Light Polarizer must be in mount and reflected-rotatable with 3 orientations viz. 0°, 45° and 90°
10.	Compensators	<ul style="list-style-type: none">• Gypsum plate & Mica plate
11.	Conoscopy	<ul style="list-style-type: none">• Centerable Bertrand Lens for Conoscopy applications
12.	Stage	<ul style="list-style-type: none">• POL Rotating Stage, with Ball-bearing, Rotation clampable, Diameter 177mm or more, with 2 Verniers• Object Guide with interchangeable Resting Buttons for Point counting scanning Area of approx. 30 x 40mm with 2 Verniers 0.1 mm and xy-control movement

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13.	Camera and Software	<ul style="list-style-type: none">• CMOS/CCD Sensor, minimum 12 megapixel or more• Fast Camera frame rate, maximum up to 4K / 60 fps in HDMI mode or more• Suitable C-mount for optimal acquisition condition• Connection: USB 3.0• Software for basic measurement, calibrated measurement parameters such as length {Point to Point}, basic image processing tools {crop, resize, sharpening, color adjustment, background filter, median, blur}, visual comparison view• Live XY image builder which creates high-quality images that are much larger and reveal more detail than a single field of view• Microscope, Camera and software must be from the same or single manufacturer for better synchronization
14.	Dust Cover	<ul style="list-style-type: none">• One Antistatic Dust Cover must be supplied for the protection of the Microscope


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4. Schedule of Price:

Sl. No.	Name of Item with Brand offered	Base Rate {INR}	HSN Code	Value of Concessional GST @5% based on Certificate issued by DSIR, Govt. of India {INR}	Unit Price {INR}	Delivery Schedule {No. of Days}
[A]	[B]	[C]	[D]	[E]	[F = C+E]	[G]
1	Trinocular Polarizing Research Microscope					
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:

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