



COTTON UNIVERSITY

Panbazar, Guwahati-781001, Assam, India

cottonuniversity.ac.in :: 0361-2601100/2733530 :: registrar@cottonuniversity.ac.in

Notice Inviting Bids

" NIB No. CU/S&P/2022/01 Dt. February 1, 2022 "

Bids in sealed cover are invited from manufacturers or their authorized dealers/suppliers/vendors in two-bid {techno-commercial and financial} system with respect to procurement of Minor Lab Instruments for Department of Environmental Biology and Wildlife Sciences (EBWS), Cotton University.

The bidding document pertaining to this notice, along with the requisite ICICI Bank Challan- 'FEE CODE 011' which is meant for payment of a **processing fee {non-refundable} worth INR 500/-**, must be downloaded from the University's website i.e. www.cottonuniversity.ac.in. The sealed cover must be super-scribed as "Procurement of Minor Lab Instruments for Department of Environmental Biology and Wildlife Sciences (EBWS), Cotton University :: NIB No. CU/S&P/2022/01 Dt. February 1, 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 February 22, 2022**. Bid opening may be done on the same day at 11:30A.M.


(Prof. Diganta Kumar Das)
Registrar
Cotton University
Panbazar, Guwahati-781001, Assam

Memo No. CU/S&P/2017/16/ 787 - 94

Dated 31.1.22

Copy for information and necessary action to:

1. The P.S. to the Vice Chancellor, Cotton University
2. The Head, Department of Environmental Biology and Wildlife Sciences (EBWS), Cotton University
3. The Finance Officer, Cotton University
4. The Systems Manager, Cotton University; he is requested to arrange for uploading/posting of **this bidding document** in the University's website
5. 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 release of payment
6. The University's notice board
7. The office file concerned


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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 item-wise per unit base rate(s)/ price(s)/ value(s) for 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 Minor Lab Instruments for Department of Environmental Biology and Wildlife Sciences (EBWS), Cotton University :: NIB No. CU/S&P/2022/01 Dt. February 1, 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 February 22, 2022**.
- 1.3. There is a requisite {non-refundable} **processing fee** to the tune of **INR 500/-**, which must be deposited through the **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 **counterfoil** [which indicates payment of the requisite processing fee] **with regard to ICICI bank challan** bearing the heading **'UNIVERSITY'S COPY'** must be submitted in the envelope titled **Techno-commercial Bid**.
- 1.5. **Techno-commercial Bid opening and evaluation** may be done on the **same day at 11:30A.M.** which the bidders may attend, if they so desire. **Financial Bid opening of only the techno-commercially acceptable offer(s)** shall be done 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, then 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 supply contract.
- 1.9. **Evaluation shall be done separately for each item/ category of items** on the basis of any **appropriate parameter deemed fit by the committee** constituted for the purpose.

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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 5% of the total quoted value exclusively through Banker's Cheque/ Demand Draft, drawn in favour of "Cotton University" and payable at "Guwahati".
- 1.12. The EMD of the unsuccessful bidder(s) shall be returned after award of contract (A.O.C.) to the successful bidder(s) whereas the EMD of the successful bidder(s) shall be treated as Performance Security money and retained until expiry of the period of warranty. The same shall be returned subject to obtaining a No Objection Certificate/ Clearance Certificate from the authorized personnel/official/custodian/end user/departmental head concerned.
- 1.13. The Performance Security money, 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.
- 1.14. An offer of Guarantee encompassing immediate replacement of the supplied item(s) against defects of manufacturing/ workmanship/ mishandling during storage and transit etc. must be provided by the successful bidder.
- 1.15. An offer of On-site Warranty for a period of at least three(3) years [from the date of installation and commissioning of the materials] must be provided by the successful bidder.
- 1.16. The University shall deal with the bidder directly, and thus, no middle-men/ agents/ commission agents etc. must be asked or encouraged by the bidder to represent their cause.
- 1.17. 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.
- 1.18. The bidder has to mandatorily have an office setup in Guwahati/Kamrup Metropolitan area. 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 and subsistence of the warranty period.
- 1.19. Goods and Services Tax (GST) at the concessional rate of 5% shall be applicable in case of material(s) meant for research purposes in public funded institutions as mandated by the applicable notification(s) issued from time to time by the Ministry of Finance, Govt. of India or other competent public authority.
- 1.20. Quoted rate(s)/ price(s)/ value(s) [which is/are not to be higher than the Maximum Retail Price (MRP) or some prevailing applicable market rate(s)/ price(s)/ value(s) under any circumstances whatsoever] must be inclusive of all taxes and duties, charges for packaging/ forwarding/ freight {bulk loading and unloading}, etc. Transit insurance, wages of manpower, and other incidental expenses must be borne by the bidder themselves.

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- 1.21. **Base rate(s)/ price(s)/ value(s)** in the **Financial Bid** must be **quoted in Indian currency, i.e. Indian Rupees (INR) only.**
- 1.22. **If base rate(s)/ price(s)/ value(s)** 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 Rates'** must be **carefully and properly filled up.**
- 1.23. **After receiving necessary approval** of the University authority, the **lowest base rate(s)/ price(s)/ value(s) of the item(s)** listed in the **Techno-commercial Bid** might be deemed **constant/fixed/valid** for a period ranging from **six(6) to twelve(12) months from the date of issue of the first (original) Purchase Order (P.O.)** so that **repeat orders could be placed on the respective successful bidder.**
- 1.24. The necessary **on-site delivery, on-site installation and commissioning (if applicable)** of the **minor lab instruments** besides any **on-site training (if applicable)** must be provided by authorised representative(s) of the manufacturing company or successful bidder entirely at **their own risk and free-of-cost** in the **presence of authorized personnel belonging to the academic department.**
- 1.25. The successful bidder must ensure **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 include **all working days/ shifts and even on holidays.** Apart from **providing the required services, as and when called for, the successful 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 shall **not divulge any information, confidential or otherwise, that he may come across.** The bidder or their representative(s) shall be granted **access/permission by the University to enter the premises only for the purpose of carrying out the contractual obligations and not for any other reason or purpose.** **Prior permission** must be obtained by the bidder or their 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, 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/ supply contract, 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 by the bidder or its personnel deployed in the University's premises to persons and/or property of the University** in the course of execution of assignment under the supply contract/ Purchase Order (P.O.) by the successful bidder, 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.**

[Signature]

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- 1.30. 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 (P.O.), they fail to deliver the item(s) and/or fulfil due obligations with respect to the same. For any deficient services, the University reserves the right to terminate the contract/ P.O. and initiate such further penal, including legal, action as deemed appropriate.
- 1.31. The successful bidder shall not delegate or sublet/subcontract the supply assignment or any part thereof to any other entity/agency/contractor 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 (P.O.).
- 1.32. Statutory levies and taxes, as applicable from time to time, may 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.
- 1.33. The successful bidder shall observe all the laws and be solely responsible for any prosecution or liability arising from breach of any of those laws. The bidder shall 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 and period of warranty. The bidder shall 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 regarding the supply contract in question, then the total responsibility shall have to be borne by the bidder.
- 1.34. Mere submission of the bid does not confer any right on any eligible bidder for being selected as the successful bidder and to subsequently obtain the supply contract/ Purchase Order (P.O.).
- 1.35. 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 are 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.
- 1.36. The bid shall be rejected if:-
- the authenticity of any of the supporting documents is found to be fabricated or false or untrue or incorrect or forged or deceitful; or
 - the bidder is found to have been blacklisted by any government/ non-government organization/ Public Sector Undertaking in the preceding three(3) years; or
 - the bidder is convicted, punished, charge-sheeted in a criminal case involving moral turpitude; or
 - the bidder tries to canvass the bidding process or influence any official of the University, in any manner whatsoever; or
 - the bid or any part of it is found to be conditional or contradictory in nature and interpretation.

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- 1.37. 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 the **Performance Security money** shall be forfeited without any claim whatsoever against the University.
- 1.38. Selection shall not *ipso facto* (by itself) confer any right on the successful bidder to receive the **supply contract/ Purchase Order (P.O.)** from the University. Under exceptional circumstances, the University reserves the right to procure the goods and/or services from any other reliable entity/company/contractor/supplier/vendor which is not selected as per this or any other bid.
- 1.39. The University reserves the right to cancel the **supply contract(s)/ Purchase Order(s) (P.O.s)** 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.
- 1.40. 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**.
- 1.41. The Registrar, Cotton University or any officer(s)/official(s) 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.
- 1.42. Cotton University reserves the right to amend or withdraw any of the terms and conditions and also update, modify, relax, waive and 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.
- 1.43. In the event of any ambiguity or dispute or difference between the parties involved relating to or concerning the interpretation of the **supply contract(s)/ bid** or any alleged breach thereof or any matter relating to the contract(s)/ bid, the same shall be settled by the parties, 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(s) (P.O.s) and/or during subsistence of the contract(s) or period of warranty and that the decision taken by the Registrar, Cotton University shall be **final and binding** on all parties concerned.
- 1.44. 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:
- Counterfoil (UNIVERSITY'S COPY) of ICICI Bank Challan-FEE CODE 011** indicating submission of the processing fee worth INR 500/-
 - Earnest Money Deposit (EMD)** in the form of **Banker's Cheque/ Demand Draft** to the tune of 5% of the total quoted value
 - 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
 - Copy of **Proprietary Article Certificate (PAC)** or valid **Certificate of Dealership/ Manufacturer Authorization Form (MAF)** from **Original Equipment Manufacturer (OEM)**
 - Copy of OEM's **Product Brochure/ Technical Literature** regarding the offered products containing their specifications, images, sketches, diagrams, testing report, BEE rating, ISO, etc. as applicable
 - Technical Compliance Statement/Table** on the letterhead of the bidder stating the **University's required item specifications vis-à-vis the bidder's offered item specifications**
 - Copy of up-to-date **Trade License** issued by **Guwahati Municipal Corporation**
 - Copy of **Certificate of Registration** pertaining to **GST(IN)**
 - 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**}
 - Copy of documents/testimonials [set(s) of purchase orders with corresponding delivery challans and installation reports/certificates] indicating previous work experience of serving in a similar domain in **government organisation(s)/ Public Sector Undertaking(s)/ higher educational institute(s) of repute**
- ❖ 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


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3. Specifications:

Sl. No.	Name of Item	Specifications
1	Muffle Furnace	Inner Chamber: 22x10x10 cms; Special Fuse for protection of Element in case of overheating; Temperature: 1450°C or above; Working Temperature: 1400°C or above; P.I.D. based Temperature Controller; Display: LCD/LED; Heating Element: Silicon Carbide Rod/ Molybdenum Silicide Rod; Temperature Accuracy: +/- 1°C; Thermocouple: S/R type/ B type; Safety Thermostats; Automatic Temperature Setting; Adjustable Limits; Power Supply: 415V/50Hz {3 phase}
2	Refrigerator	Capacity: 200L or above; Energy rating: Minimum 3-Star

Signature

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4. Schedule of Rates:

Sl. No.	Name of Item with Offered Brand/Make	Base Rate {INR}	HSN Code	Value of GST @5% {INR}	Unit Price {INR}	Quantum*	Total Price {INR}	Delivery Schedule {No. of Days}
[A]	[B]	[C]	[D]	[E]	[F = C+E]	[G]	[H = F x G]	[I]
1	Muffle Furnace					1 no.		
2	Refrigerator					1 no.		
Value {INR}								

*N.B.: Quantum of order is subject to revision at a subsequent stage without any scope for revision in offered base rate(s) and/or price(s)

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:

ba
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