



COTTON UNIVERSITY

Panbazar, Guwahati-781001, Assam, India

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

Notice Inviting Bids

NIB No. CU/S&P/2019/05 Dated March 05, 2019

Sealed covers containing bids are invited from eligible manufacturers/dealers/vendors in two-bid (techno-commercial and financial) system for **supply and installation of equipment for DST INSPIRE Program funded project under Department of Chemistry.**

The bidding document along with ICICI Bank Challan-FEE CODE 011 which is meant for payment of **processing fee of INR 500/-** can be downloaded from the University's official website i.e. www.cottonuniversity.ac.in Sealed covers containing the bids and addressed to "**Registrar, Cotton University, Guwahati, PIN-781001, Assam**" are required to be submitted during office hours **on or before 2:00PM of March 11, 2019** while the bid opening may be done on the following working day at 11:00AM which the bidders may attend.

Diganta 6/3/19
(Prof. Diganta Kumar Das)
Registrar

Registrar
Cotton University
Panbazar, Guwahati-781001, Assam

Memo No. CU/S&P/2018/33/ 2307-13

Dated 6/3/19

Copy for information and necessary action to:

1. The PS to the Vice Chancellor
2. The Head, Dept. of Chemistry
3. Dr. Gargi Borgohain, P.I. of DST INSPIRE Program funded project, Dept. of Chemistry
4. The Finance Officer
- ✓ 5. The Systems Manager; he is requested to upload this notice in the University's website
6. The notice board
7. The concerned office file

Diganta 6/3/19
(Prof. Diganta Kumar Das)
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187

1. Terms and Conditions:

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

- 1.1. There is a **processing fee (non-refundable)** of **INR 500/-**, to be deposited through the **Bank Challan-FEE CODE 011** at any of the branches of **ICICI Bank**. The **soft copy** of the required challan format may be **downloaded from** the University's official website www.cottonuniversity.ac.in for which it has been made available therein alongside the concerned Notice Inviting Bids.
- 1.2. The **counterfoil (University Copy)** of the **forementioned bank challan** [implying payment of the necessary processing fee] is required to be submitted **along with the bidding document**.
- 1.3. 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 details/ specifications of item(s) in addition to commercial terms and conditions as well as details of necessary compliances; and
 - ii. **'Financial Bid'**, indicating item-wise base rate(s)/ price(s) for the item(s) listed in the relevant Techno-commercial Bid.
- 1.4. The **two separate and sealed sub-envelopes** mentioned in Clause 1.3 are required to be placed **inside a comparatively bigger sealed envelope** clearly super-scribed on the top of the same as **"SUPPLY AND INSTALLATION OF EQUIPMENT FOR DST INSPIRE PROGRAM FUNDED PROJECT UNDER DEPARTMENT OF CHEMISTRY :: NIB No. CU/S&P/2019/05 Dated March 05, 2019"**. 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 addressed to **"Registrar, Cotton University, Guwahati, PIN-781001, Assam"** must be submitted during office hours in the Drop-Box arranged for the purpose **on or before 2:00PM of March 11, 2019**.
- 1.5. In case the **date of bid submission** is declared a **holiday** by any jurisdictional authority, then the **following working day** of the University will 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 not be entertained under any circumstances whatsoever**.
- 1.6. **Techno-commercial bid opening** may be done on the **following working day at 11:00AM** which the bidders may attend, if they so desire.
- 1.7. Any **addendum, corrigendum, etc.** will be **posted on the University's website** only. As such, the bidder is to stay alert regarding such notices/notifications.
- 1.8. The University shall **deal with the bidder directly**, and thus, **no middle-men/ agents/ commission agents** etc. should be asked or encouraged by the bidder to represent their cause.
- 1.9. **The employees of Cotton University or their immediate family members shall not be eligible to participate in the bidding process**. For the purpose of this clause, immediate family members comprise **dependent parents, sons, daughters, brothers, sisters and spouse**.
- 1.10. Only the sought for information and details are required to be provided with the bidding document. If, however, the bidder desires to present **additional information**, the same may be **provided on A-4 size white coloured sheet of paper**.
- 1.11. **Evaluation** shall be done **separately for each category of items** as deemed fit by the committee.

[Handwritten Signature]

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- 1.12. All bids received will be opened, scrutinized and evaluated by a committee constituted for the purpose of selection and recommendation with respect to award of contract.
- 1.13. 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 should be legibly written. Any over-writing, corrections and cuttings should bear initials of the authorized signatory. Ideally, corrections should be made by writing again instead of 'shaping' or over-writing.
- 1.14. The bidder submitting their bid shall be deemed to have read and unconditionally accepted all terms and conditions stated herein. No correspondence, be they verbal or written enquiries, shall be entertained in respect of acceptance or rejection of their bid.
- 1.15. Non-conformity to any of the stipulated terms and conditions and/or non-submission of any of the documents/ testimonials/ fees etc. mentioned below in the 'Enclosures-cum-Checklist' section, shall amount to the bid being incomplete thereby disqualifying the bidder owing to which their bid will not be considered but instead summarily rejected by the bid opening and evaluation committee.
- 1.16. Financial Bid of only the techno-commercially acceptable offers shall be opened for the purpose of evaluation (and ranking). Date and time of opening of Financial Bids may be intimated to shortlisted bidders separately.
- 1.17. Base rate(s)/ price(s)/ values must be quoted in the Indian currency, i.e. Indian Rupees (INR) only.
- 1.18. The bidder shall quote the most competitive rate(s)/ price(s). Quoted price(s) [which is/ are not to be higher than the maximum retail price (MRP) under any circumstances whatsoever] must be inclusive of all taxes and duties, charges for packaging/forwarding/freight, etc. Insurance, wages of manpower, and other incidental expenses must be borne by the selected bidder themselves.
- 1.19. In case the bidder quotes zero/ nil/ blank against the respective columns of each item in 'Schedule of Prices', the bid shall be treated as invalid and the bidder will not be considered the lowest.
- 1.20. If base rate(s)/ price(s) etc. are quoted in a format other than the one which is prescribed in the bidding document, then the bid is liable to be cancelled. The bidder must clearly specify the base rate(s) and value of GST to be paid extra, failing which their quoted 'price' will be considered as 'base rate' for comparison and evaluation purpose. 'Schedule of Prices' must be carefully and properly filled up. Please note that no corrections and/or alterations in the Financial Bid will be permitted.
- 1.21. The lowest rate(s)/ price(s) will be determined based on evaluation of quotes belonging to only the techno-commercially qualified bidders. The lowest bidder determined by the University shall be issued purchase order or offered the award of contract. The relevant offer based on the lowest base rate(s)/ bid price(s) or any other rate(s)/ price(s) to be decided by the University, would need to be accepted within stipulated number of days (to be intimated in due course of time) from the date of issue of the aforementioned offer. Failure to accept the offer within time frame will automatically result in cancellation of the offer.
- 1.22. After receiving necessary approval of the University authority, the lowest base rate(s)/ price(s) of the item(s) listed in the Techno-commercial Bid may be kept constant/ fixed/ valid for a period ranging from six months to one year from date of issue of the first purchase order. The successful bidder shall deliver the listed item(s) at their approved base rate(s)/ price(s) as per University's requirement when and wherever necessary.



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85

- 1.23. 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 is found to be conditional.
- 1.24. **Earnest Money Deposit (EMD) in favour of "Cotton University" and payable at "Guwahati" must be submitted in the form of banker's cheque/ demand draft to the tune of 2.5% of the total quoted value [and not that of the unit value of any individual item(s)]. EMD of the successful bidder shall be treated as security money and hence retained [beginning from the date of installation-cum-commissioning of the item(s)] until expiry of warranty period. In addition, a free service camp would be organised by the supplier immediately preceding the date of expiry of their warranty period and release of their security money.**
- 1.25. **Three(3) years of on-site comprehensive warranty against defects of manufacturing/ workmanship/ mishandling during storage and transit as regards the item(s) [to commence from the date of installation-cum-commissioning] must be provided by the successful bidder.**
- 1.26. The successful bidder shall **deliver the ordered item(s) at the Dept. of Chemistry, Cotton University or the place as instructed during or prior to delivery and also collect item(s) for return, if any.**
- 1.27. The necessary **on-site installation-cum-commissioning and on-site training** (if any) shall be carried out by authorised representative(s) of the successful bidder entirely **at their own risk and free-of-cost** in the presence of authorised personnel from the concerned academic department of the University or stakeholder(s) of the project.
- 1.28. The bidder should **clearly state in the bid/ offer** if there is any **rebate or discount** admissible or will be given to the University on the item(s) quoted.
- 1.29. The successful bidder must **supply** the item(s) and provide the associated services 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.**
- 1.30. The successful bidder shall provide **prompt after-sales service and support whenever and wherever called for.** By having an alternative backup plan for continued availability of human resource, the bidder shall ensure that there is **no disruption of services because of absenteeism** of manpower. **Apart from providing the required services,** as and when called for, the successful bidder shall **discharge any other duties,** which in the opinion of the University are **within the scope of work** of the bidder, and that such duties shall be carried out **with due diligence and care.**
- 1.31. The **successful bidder and their representative(s)** shall be **liable to be dealt suitably** in the event of **infringement of any law.** Any **financial liability arising on the University as principal employer** shall be **deducted from the bills/invoices of the bidder** and if the full amount is **not recovered,** then the same shall be **recovered from the security money of the bidder.**

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- 1.32. In case the successful bidder fails in fulfilling the obligations of work under the 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 amounts due to the bidder including their security deposit.
- 1.33. The successful bidder will engage suitable and experienced personnel as may be needed to supervise and guide the subordinate personnel for proper completion of the work as per direction of such officer(s)/official(s) as may be designated by the University. The bidder is overall and fully responsible for the good conduct and character of the manpower deployed. In case of any complaint against any staff, the bidder shall be under mandatory obligation to suitably punish such personnel or to take such other action as may be directed including removal or substitution of such personnel when instructed orally or in writing by the designated officer(s)/official(s).
- 1.34. In case the work carried out by the successful bidder or its personnel is not found satisfactory, the bidder upon advice, directions or orders from the University shall take immediate necessary steps so as to provide prompt, uninterrupted and effective services, as per terms of the contract.
- 1.35. The manpower deployed by the successful bidder for carrying out the obligations under the terms of the supply contract shall be employees of the bidder. No relationship of master and servant would be created between the deployed manpower and the University under this contract. The bidder shall be solely responsible for their affairs and will be bound to comply with the statutory obligations as and where applicable. These personnel shall have no claim whatsoever, to be treated as employees of the University. In the event of any such claims being made by the personnel of the successful bidder on the University, the bidder shall be wholly responsible and the bidder shall indemnify the University against any such claims, either monetary or otherwise.
- 1.36. The successful bidder shall observe all the laws and be responsible for any prosecution or liability arising from breach of any of those laws. The bidder will be responsible for compliance with all central and state laws as per rules/ regulations/ bye-laws and order of the local authorities and statutory bodies as may be in force from time to time during the subsistence of the contract. The bidder shall also indemnify the University and its officer(s)/official(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 said contract, the total responsibility will have to be borne by the bidder.
- 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 or manipulated, then the supply contract shall stand cancelled with immediate effect and security deposit with the University shall be forfeited without any claim whatsoever against the University.
- 1.38. 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 permission by the University to enter the premises only for the purpose of carrying out the contractual obligations and not for any other reasons or purposes. Prior permission will have to be obtained by the bidder or their authorized representatives from the University in the event of them being required to remain on the University's premises beyond the stipulated time and/or on Sundays and fixed public holidays for any reasons whatsoever.

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- 1.39. If, in the course of execution of the contract by the successful bidder, **any damage** is caused by the bidder or its personnel deployed in the University's premises **to persons and/or property of the University**, 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**.
- 1.40. The successful bidder shall **not delegate or sublet the supply assignment or any part thereof to any other agency/ entity/ 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.
- 1.41. **For any deficient services**, the University reserves the **right to terminate the contract** and initiate such further **penal/ legal action** as deemed appropriate.
- 1.42. **Mere submission of bid does not confer any right** on any eligible bidder **for being selected as the supplier**.
- 1.43. **Selection will not ipso facto confer any right** on the successful bidder **to receive purchase orders** from the University, meaning that **it shall in no way guarantee allotment of work**. The University reserves the **right to procure the item(s) from any other vendor(s) who is not selected** as per this or any other bid.
- 1.44. **No advance payment** shall be made to the successful bidder. In order **to receive payment** against the assignment so executed, the bidder shall submit **triplicate copies of bill(s)/invoice(s) and relevant supporting documents**. However, **payment** shall be made only **after due scrutiny, verification and endorsement** of the same by **authorized personnel** who shall necessarily be officer(s)/official(s) designated by the University for the aforementioned purpose.
- 1.45. **Statutory levies and taxes**, as applicable from time to time, shall be **deducted at source from the bill(s)/invoice(s)** of the successful bidder at the time of settlement of the same **unless the bidder produces a certificate to the contrary from the Income Tax authorities**. TDS certificate will be issued by the University. GST and other taxes, as applicable from time to time, shall be paid as per rules.
- 1.46. The successful bidder is **liable to forfeit their security deposit and be barred from future bidding if after receipt of purchase order, they fail to supply the item(s) and/or fulfil due obligations**.
- 1.47. The University reserves the **right to cancel the contract 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 shall be deemed to have been properly served for any of the purposes mentioned herein.
- 1.48. **The Registrar, Cotton University or any officer(s)/official(s) authorized** by the University, has 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** regarding default on the part of the bidder as regards terms and conditions of bid. **No bidder shall be allowed to be represented by legal expert during the course of any investigation, enquiry, appeal or any other proceeding** conducted by or before any officer/official of the University against the bidder.

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- 1.49. Cotton University reserves the **right to call for any information and record, inspect the premises (if any) of any or all of the bidders**, before as well as, during subsistence of the supply contract.
- 1.50. 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 requirements at any point of time**. The University reserves the **right to accept the offers in full or in parts or reject summarily or partly**. The University reserves the **right to accept, consider or reject any or all of the offers without assigning any reason** in lieu thereof. The decision of Cotton University in respect of scrutiny and evaluation of credentials of bidders as well as selection of the successful bidder(s) shall be intimated by the office. The **decision of Cotton University on all the matters connected with or incidental to selection shall be final and binding on all and shall not be called in question on any ground**.
- 1.51. In the event of any **dispute or difference between the parties** relating to or concerning the **interpretation of the supply contract/ bid** or any **alleged breach** thereof or any **matter relating to the contract/ bid**, the same shall be **settled** by the parties, as far as possible, **by mutual discussions and consultations** between themselves. **No bidder** shall be allowed to be **represented by a legal expert** during any proceeding of mutual discussions and consultation. The dispute shall be so settled only when the same has arisen during subsistence of the contract and that the **decision taken by the Registrar, Cotton University** shall be **final and binding** on all parties. In other words, **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**.
- 1.52. The **law of the land shall apply** to the contract arising out of this bid. **All disputes** in this connection and all matters arising out of the contract shall be **settled exclusively in the courts under Kamrup Metropolitan district jurisdiction**.

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181

2. Enclosures-cum-Checklist:

- Documents etc. which must be placed inside the sub-envelope titled 'Techno-commercial Bid' are:
 - i) Copy of evidence indicating submission of the processing fee worth INR 500/-
 - ii) Copy of bidding document duly sealed and signed by the authorised signatory
 - iii) Banker's Cheque/ Demand Draft (as EMD – cum – security deposit) to the tune of 2.5% of the total quoted value
 - iv) An undertaking on the letterhead of the bidder clearly stating that all terms and conditions stipulated in the bidding document are unconditionally acceptable and that the bidder has never been blacklisted by any government/ non-government organization/ Public Sector Undertaking in the preceding three(3) years
 - v) Copy of certificate indicating Original Equipment Manufacturer (OEM)/ dealership authorization (where applicable)
 - vi) A compliance statement on the letterhead of the bidder mentioning University's preferred item specifications and warranty vis-à-vis bidder's offered item specifications and warranty
 - vii) Copy of manufacturer's Product Brochure indicating item details
 - viii) Copy of valid/ up-to-date trade license issued by the competent authority under respective jurisdiction
 - ix) Copy of PAN card
 - x) Copy of certificate pertaining to GST registration
 - xi) Copy of document(s) indicating income tax returns (ITR) filing for last two(2) financial years (i.e. 2016-17 and 2017-18)
 - xii) Copy of documents [purchase orders/ work completion certificates/ invoices] indicating prior work experience of similar nature

- Document(s) etc. which must be placed inside the sub-envelope titled 'Financial Bid' are:
 - a) Copy of the prescribed format of Schedule of Prices duly filled up in neat and legible handwriting
 - b) Copy of the manufacturer's Price Catalogue involving the items listed in the Technical Bid (if and where applicable)

[Handwritten Signature]

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80

3. Specifications:

Sl. No.	Equipment	Particulars
1	Server	<ul style="list-style-type: none">▪ Dual Processor (Xeon)▪ 3.7GHz (or higher) clock speed▪ At least 24 C/48T▪ DDR4 RAM – 64GB (4*16GB)▪ Cache Memory 24M or more▪ 4 nos. x 1TB HDD▪ Rack form with upgradable facility▪ 22" monitor▪ Linux OS Server edition preloaded▪ Minimum 3 years on-site warranty <p style="text-align: center;">– or –</p> <p style="text-align: center;">Similar version</p>

John
6/3/19

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4. Schedule of Prices:

Sl. No.	Item	Base Rate (INR)	HSN Code	Rate of GST (%)	Value of GST (INR)	Unit Price (INR)	Quantity (nos.)	Total Price (INR)
[A]	[B]	[C]	[D]	[E]	[F]	[G = C+F]	[H]	[I = G X H]
1	Server						1 set	

[Signature]

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