



Cotton University

Panbazar, Guwahati-781001, Assam, India

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

Web-based Notice Inviting Bids

" NIB No. CU/S&P/2022/14 Dt. August 26, 2022 "

Bids in sealed cover are invited in dual bid {techno-commercial & financial} system from Original Equipment Manufacturers (OEMs) or their authorized dealers/suppliers/vendors or business partners with respect to proposed procurement of a minor lab equipment for Department of Molecular Biology and Bio-technology, Cotton University.

This bidding document must be downloaded from University's website i.e. www.cottonuniversity.ac.in. The sealed cover must be super-scribed as "Proposed procurement of a minor lab equipment for Department of Molecular Biology and Bio-technology, Cotton University :: NIB No. CU/S&P/2022/14 Dt. August 26, 2022" 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 11:00A.M. of September 9, 2022 in the drop-box arranged for the purpose. Bid opening might be done on the same day at 11:30A.M. in presence of the bidders.

Bidder
26/8/22
(Prof. Diganta Kumar Das)
Registrar

Memo No. CU/S&P/2017/16/ 8277-82

Copy for information & necessary action to:

1. The Head, Department of Molecular Biology and Bio-technology
2. The Finance Officer
3. The Systems Manager; he is requested to arrange for uploading/posting of **this notice – cum – bidding document** in University's website
4. The P.S. to Vice Chancellor
5. The University's notice board
6. The office file concerned

Dated *26/8/22*
Panbazar, Guwahati-781001, Assam
Registrar
Cotton University

Bidder
26/8/22
(Prof. Diganta Kumar Das)
Registrar

Cotton University
Panbazar, Guwahati-781001, Assam

1. Terms and Conditions:

The following terms & 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 & conditions as well as other requisite compliances; and
 - ii. **'Financial Bid'**, indicating per unit base rate, per unit price, total price & value in respect 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 **"Proposed procurement of a minor lab equipment for Department of Molecular Biology and Bio-technology, Cotton University :: NIB No. CU/S&P/2022/14 Dt. August 26, 2022"**. The **name & 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 **11:00A.M. of September 9, 2022** in the drop-box arranged for the purpose.
- 1.3. **Techno-commercial Bid opening & evaluation** might be done on the same day at **11:30A.M.** in presence of the bidders. The **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 & time of Financial Bid opening might be intimated to the shortlisted bidder(s) separately.
- 1.4. In case the last 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/deadline** for bid submission. The **bid(s) received after due date & time or without sealed cover or in torn condition** shall be treated as **'unresponsive'** and hence disqualified, and that it shall not be entertained under any circumstance whatsoever.
- 1.5. 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.
- 1.6. **All bids** received shall be **opened, scrutinized & evaluated by a committee constituted** for the purpose of selection & recommendation with respect to **Award of Contract (A.O.C.)**.
- 1.7. **Evaluation of bids** shall be done on the basis of the **lowest offered per unit base rate, per unit price, total price & value** in respect of the minor lab equipment or any other appropriate criterion/parameter adopted by the committee constituted for the purpose.
- 1.8. **All pages** of the bidding document and supporting materials, annexures/enclosures etc. must be **stamped & signed** by the authorized signatory representing the bidder. **All entries** by the bidder must be **legibly written**. Any **over-writing, corrections & cuttings** must bear initials of the authorized signatory. Ideally, corrections must be made by **writing again instead of 'shaping' or over-writing**.
- 1.9. An offer of **Replacement Guarantee encompassing immediate replacement of the 'to be supplied' minor lab equipment against defects of manufacturing/ workmanship/ mishandling during storage & transit etc.** must be provided by the successful bidder.

- 1.10. The bidder submitting their bid shall be **deemed to have read & unconditionally accepted all the terms & conditions** stated herein. Therefore, **counter-conditional bids shall be summarily rejected**. **No verbal or written correspondence shall be entertained in respect of acceptance or rejection of their bid.**
- 1.11. The bidder has to **mandatorily have at their disposal a service & technical support team of personnel based in Guwahati or Kamrup Metropolitan area**. The University reserves the right to call for any **information & record** as well as **inspect the premises** of any or all of the bidders, **before as well as during Award of Contract (A.O.C.)/ Purchase Order (P.O.) and subsistence of the warranty period.**
- 1.12. An offer of **On-site Comprehensive Warranty for a period of at least twenty-four(24) months [from the date of installation {& commissioning, if applicable} of the equipment]** must be provided by the successful bidder.
- 1.13. **Per unit base rate, per unit price, total price & value** [which must not under any circumstance exceed the **Maximum Retail Price (MRP) or reasonable market rate, price & value** under any circumstances whatsoever] have to be calculated taking into account **all taxes & duties, wages pertaining to manpower, charges for packaging/ forwarding/ freight {bulk loading & unloading}/ transit insurance, charges for on-site delivery as well as on-site installation & commissioning, etc.** Other incidental expenses must be borne by the bidder themselves.
- 1.14. **Per unit base rate, per unit price, total price & value** inserted in the **Financial Bid** must be quoted in **Indian currency, i.e. Indian Rupees (INR) only.**
- 1.15. If **per unit base rate, per unit price, total price & value** are quoted in a format other than the one prescribed in the bidding document, then the bid is liable to be cancelled. Therefore, **'Price Schedule'** must be **carefully & properly filled up.**
- 1.16. In case **identical/exact per unit base rate, per unit price, total price & value** are quoted by multiple bidders, then the **allocation of task/assignment shall be made by nomination basis.**
- 1.17. The University shall **deal with the authorized 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. **On-site delivery, on-site installation & commissioning in respect of the minor lab equipment** [besides any **on-site training, if necessary**] must be carried out by the authorized representative(s) of the **Original Equipment Manufacturer (OEM) or their authorized dealer/supplier/vendor or business partner** entirely **at their own risk & free-of-cost** in the presence of and to the satisfaction of the authorized personnel of the University.
- 1.19. The successful bidder must **deliver, install & commission the ordered minor lab equipment** at the **Department of Molecular Biology & Bio-technology (MBBT), Cotton University or any other site/location to be informed in due course of time** by the authorized personnel concerned. Besides, the former must also **collect item(s) for return, if any.**
- 1.20. The successful bidder must ensure to provide **adequate & prompt after-sales service & support, whenever & wherever called for, at the designated site(s)/location(s) 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 **delivering the required services, as & when called for**, the bidder must **discharge any other duty**, which in the opinion of the University is **within the scope of work/assignment** of the bidder, and that such duties must be carried out **with due diligence & care.**

- 1.21. 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** 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 & fixed public holidays** for whatsoever reasons.
- 1.22. The **successful bidder & their authorized 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**.
- 1.23. **In case the successful bidder fails in fulfilling the obligations** under the bid or resultant supply contract/ Purchase Order, fully & in time, the **University shall have the absolute right to take up the task at the bidder's cost & risk**, and **recover all such expenses from the amount of money due to the bidder**.
- 1.24. 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 resultant 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 & cooperation** to the University in the event of any **inquiry relating to any such incident or accident**.
- 1.25. **No advance payment** shall be made to the successful bidder. **Payment** shall be made only **after due scrutiny, verification, written endorsement/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(s) of the bidder.
- 1.26. The successful bidder is **liable to be barred from bidding in the future** if **after receipt of the resultant supply contract/ Purchase Order (P.O.)**, they **fail to deliver the item(s) and/or fulfill 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.
- 1.27. The successful bidder must **not delegate or sublet/subcontract the supply assignment or any part thereof to any other entity/contractor/supplier/vendor or business partner** without a prior written consent/approval of the University authority; and such **consent, even if provided, shall not relieve the bidder from any liability or obligation** under the resultant supply contract/ Purchase Order (P.O.).
- 1.28. **Statutory levies & 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.
- 1.29. **After receiving the necessary approval** of the University authority, the **lowest per unit base rate, per unit price, total price & value in respect 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 the successful bidder is able to **deliver those item(s) at the approved per unit base rate, per unit price, total price & value** on the basis of repeat orders generated during that time frame.

B. Sharma
Registrar
University of Jammu
Jammu, Jammu & Kashmir

- 1.30. 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 & state laws** as per rules/ regulations/ bye-laws/ orders of the local authorities & statutory bodies as may be in force from time to time **during the subsistence of the resultant supply contract/ Purchase Order (P.O.) and the period of warranty.** The bidder must also **indemnify the University & 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/ accountability/responsibility has been fixed on the University or its employees by any government or local body/authority** with regard to the resultant contract/P.O. in question, then the **total liability/ accountability/responsibility** shall have to be **borne by the bidder.**
- 1.31. **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.).**
- 1.32. **Non-conformity** to any of the stipulated **terms & conditions** and/or non-submission of any of the documents/ testimonials/ fees etc., reference of which is/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 & evaluation committee.
- 1.33. 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 & interpretation.
- 1.34. **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 resultant **supply contract/ Purchase Order (P.O.) shall stand cancelled with immediate effect.**
- 1.35. **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 the same **shall in no way guarantee or ensure allotment of task/assignment.** Under exceptional circumstances, the University reserves the **right to procure the item(s) from any other reliable entity/supplier/vendor or business partner which might not be selected** as per this or any other bid.
- 1.36. The University reserves the **right to cancel the resultant 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.
- 1.37. The **decision of Cotton University on all matters connected with or incidental to selection of supplier/vendor shall be final & binding on all,** and that it shall **not be called in question on any ground.** **In case of any ambiguity or dispute that might arise in the interpretation of any of the clauses in this bidding document, the interpretation of the Registrar, Cotton University shall be final & binding on all.**

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- 1.38. Cotton University reserves the **right to amend or withdraw any of the terms & 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.
- 1.39. **The Registrar, Cotton University or any officer/official authorized by the University, shall have the discretion to review or ascertain & enforce due & proper observance of the laws, rules & regulations. The officer/official so authorized by the University, or the Registrar, might by himself, investigate into any complaint** in the case of any default on the part of the successful bidder vis-à-vis terms & 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.
- 1.40. In the event of any **ambiguity or dispute or difference between the parties involved** relating to or concerning the **interpretation of the resultant supply contract/ Purchase Order** or any **alleged breach** thereof or any **matter relating to the contract/ bid**, the same shall be settled by the parties concerned, as far as possible, **by mutual discussions & 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.) or the period of warranty; and that the **decision taken by the Registrar, Cotton University** shall be **final & binding** on all parties concerned.
- 1.41. **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.**


Registrar
Cotton University
Panbazar, Guwahati-781001, Assam

2. Enclosures-cum-Checklist:

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

- i) Copy of the **bidding document** duly **stamped & signed by the authorized signatory representing the bidder** thereby implicating that all terms & conditions stipulated in the bidding document are unconditionally acceptable to the bidder
- ii) Copy of **Proprietary Article Certificate (PAC)** or valid **Letter/Certificate of Authorization or Manufacturer Authorization Form (MAF)** granted by the **Original Equipment Manufacturer (OEM)** against this particular bid number only/exclusively
- iii) Copy of OEM's **Product Brochures/ Technical Literatures/ Data Sheet** regarding the offered products which include detailed technical specifications, images, sketches, diagrams, test reports, energy ratings, compliance/benchmarks certifications, etc. as applicable
- iv) **Statement/Table indicating Technical Compliance** stating/comparing the **University's required item's specifications vis-à-vis** the bidder's quoted item's specifications in the letterhead of the bidder
- v) Copy of the up-to-date **Trade License** issued by **Guwahati Municipal Corporation**
- vi) Copy of the **Certificate of Registration** pertaining to **GSTIN** and document(s) indicating up-to-date **GST Returns filing**
- vii) Copy of document(s) indicating **Income Tax Returns (ITR) filing** for **Financial Years 2019-20 and 2020-21 {i.e. Assessment Years 2020-21 & 2021-22}**
- viii) Copy of documents/testimonials [set(s) of purchase orders along with corresponding delivery challans & installation reports/certificates] indicating previous work experience of having supplied similar minor lab equipment to government or semi-government organisation(s)/ **Public Sector Undertaking(s)/ higher educational institute(s) of repute** situated in Assam

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

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


Registrar
Cotton University
Panbazar, Guwahati-781001, Assam

3. Specifications:

Name of Minor Lab Equipment: Upright phase contrast bright field microscope

Optical System: UIS2 {universal infinity-corrected} optical system

Illumination System: Built-in transmitted illumination system
Köhler illumination {fixed field diaphragm}
LED power consumption 2.4W {nominal value}, pre-centered

Focusing: Stage height movement {coarse movement stroke: 15mm}
Stroke per rotation for coarse adjustment knob: 36.8 mm, Focusing stopper
Torque adjustment for coarse adjustment knob
Fine focus knob {minimum adjustment gradations: 2.5 μ m}

Revolving Nosepiece: Fixed quintuple nosepiece with inward tilt

Stage: Wire movement mechanical fixed stage, {W \times D}: 211 mm \times 154 mm
Traveling range {X \times Y}: 76 mm \times 52 mm
Single specimen holder {optional: double specimen holder, sheet holder}

Specimen position scale: Stage XY movement stopper

Observation Tube: Type {anti-fungal}: Trinocular
Eyepiece {anti-fungal}: 10X, Field Number (FN): 20
Tube Inclination: 30°
Light Path Selector: None {eyepiece/camera port = 50/50 fixed}

Interpupillary Distance Adjusting Range: 48–75 mm

Condenser: Abbe condenser NA 1.25 with oil immersion
Universal condenser with 7 turret positions: BF (4–100X), 2X, DF, Ph1, Ph2, Ph3, FL
Condenser turret lock pin (BF only)
Built-in aperture iris diaphragm
AS lock pin

Observation Methods: Bright-field, simple polarization, fluorescence, phase contrast, dark-field

Objectives: Plan achromat (UIS2), anti-fungal
2X NA 0.06 W.D. 5.8mm
4X NA 0.1 W.D. 18.5mm
10X NA 0.25 W.D. 10.6mm 10XPH NA 0.25 W.D. 10.6mm
20X NA 0.4 W.D. 1.2mm 20XPH NA 0.4 W.D. 1.2mm
40X NA 0.65 W.D. 0.6mm 40XPH NA 0.65 W.D. 0.6mm
60X NA 0.8 W.D. 0.2mm
100XO NA 1.25 W.D. 0.13mm 100XOPH NA 1.25 W.D. 0.15mm

Fluorescence Light Source: Easily add an LED reflected fluorescence illuminator {peak excitation wavelength 470 nm: B excitation only}, pre-centered

Rated Voltage/Electric Current: AC 100–240V 50/60Hz 0.4A

Other accessories/materials: Dust cover

Warranty period: Minimum two(02) years comprehensive & on-site

4. Price Schedule:

Sl. No.	Name of Item with Brand & Model No.	Per Unit Base Rate {INR}	HSN Code	Rate of GST {%	Value of GST {INR}	Per Unit Price {INR}	Quanta* {nos.}	Total Price {INR}
[A]	[B]	[C]	[D]	[E]	[F]	[G = C+F]	[H]	[I = GxH]
1	Upright phase contrast bright field microscope						1	
Value {INR}								

* N.B.: Quanta of order is subject to revision at a subsequent stage without any provision for revision in offered per unit base rate & per unit price

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:

Official Seal/Stamp:

Babing
Registrar
 Cotton University
 Panbazar, Guwahati-781001, Assam