



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/2019/13 Dated October 01, 2019

Bids in sealed cover are invited from eligible manufacturers/ dealers/ suppliers in two-bid (techno-commercial and financial) system with respect to **supply of lab items and minor instruments in the Department of Physics.**

The bidding document pertaining to this notice can be obtained by downloading it from the University's website i.e. www.cottonuniversity.ac.in. The sealed cover containing the bid and addressed to "The Registrar, Cotton University, Guwahati, PIN-781001, Assam" is required to be submitted during office hours **on or before 3:00 P.M. of October 17, 2019.** Bid opening may be done on the following working day at 11:00 A.M. which the bidders may attend.

(Prof. Diganta Kumar Das)
Registrar

Memo No.: CU/S&P/2017/21/ 9785-90

Dated 4.10.19

Copy for information and necessary action to:

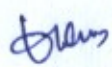
1. The P.S. to the Vice Chancellor
2. The Head, Dept. of Physics
3. The Finance Officer
4. The Systems Manager; he is requested to upload this notice-cum-bidding document in the University's website
5. The notice board
6. The office file concerned

(Prof. Diganta Kumar Das)
Registrar

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 details/ specifications of item(s) in addition to commercial terms and conditions as well as details of required compliances; and
 - ii. **'Financial Bid'**, indicating item-wise base rate(s)/ price(s)/ value(s) for all the item(s) listed in the relevant Techno-commercial Bid.
- 1.2. The **two separate, sealed sub-envelopes** mentioned in Clause 1.1 are required to be placed inside a **comparatively bigger sealed envelope** clearly super-scribed on the top of the same as **"SUPPLY OF LAB ITEMS AND MINOR INSTRUMENTS IN THE DEPARTMENT OF PHYSICS :: NIB No. CU/S&P/2019/13 Dated October 01, 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 **"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 3:00 P.M. of October 17, 2019**.
- 1.3. **Techno-commercial bid opening may be done on the following working day at 11:00 A.M.** which the bidders may attend, if they so desire.
- 1.4. 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 not be entertained under any circumstances whatsoever.
- 1.5. 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 notices/notifications.
- 1.6. 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.
- 1.7. Evaluation shall be done separately for each item or category of items as deemed fit by the committee.
- 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. 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.
- 1.10. 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.
- 1.11. Only the sought for information and details are required to be provided with the bidding document. However, if the bidder desires to present additional information, the same may be provided on A-4 size white coloured sheet of paper.
- 1.12. Concessional Goods & Services Tax (i.e. GST @5%) shall apply to item(s) meant for research purposes in public funded institutions as per the tax rate mandated by the Ministry of Finance, Govt. of India.


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- 1.13. The bidder submitting their bid shall be deemed to have read and unconditionally accepted all terms and conditions stated herein. No correspondence, be it verbal or written, shall be entertained in respect of acceptance or rejection of their bid.
- 1.14. 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.
- 1.15. 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.
- 1.16. Base rate(s)/ price(s)/ values must be quoted in the Indian currency, i.e. Indian Rupees (INR) only.
- 1.17. 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.
- 1.18. 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 (L1).
- 1.19. 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 shall be permitted at a later stage.
- 1.20. The lowest rate(s)/ price(s)/ value(s) shall be determined based on evaluation of quotes belonging to only the techno-commercially qualified bidders. The lowest bidder(s) 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 that time frame and/or failure to communicate its acceptance within that time frame shall automatically result in cancellation of the offer.
- 1.21. After receiving the 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 may be kept constant/ fixed/ valid for a period ranging from six months to twelve months from the date of issue of the first (original) purchase order (P.O.). The successful bidder shall deliver the listed item(s) at their approved base rate(s)/ price(s)/ value(s) as and when requirement arises in the University.
- 1.22. The bid shall be rejected if:
 - (i) the authenticity of any of the supporting documents is found to be fabricated or false or untrue or incorrect or forged or deceitful; or
 - (ii) the bidder is found to have been blacklisted by any government/ non-government organization/ Public Sector Undertaking in the preceding three(3) years; or

- (iii) the bidder is convicted, punished, charge-sheeted in a criminal case involving moral turpitude; or
 - (iv) the bidder tries to canvass the bidding process or influence any official of the University, in any manner whatsoever; or
 - (v) the bid or any part of it is found to be conditional or contradictory in nature and interpretation.
- 1.23. **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.
 - 1.24. The successful bidder shall **deliver the ordered item(s) at the premises of Cotton University or the place as instructed during/ prior to delivery** and also **collect item(s) for return**, if any.
 - 1.25. The necessary **on-site delivery [as well as on-site installation and training (if applicable)]** 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 research lab/ academic department/ administrative section of the University or stakeholder(s) of the bid.
 - 1.26. The bidder shall **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.
 - 1.27. The successful bidder must **deliver the item(s) and provide associated service and support/assistance 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**.
 - 1.28. The successful bidder shall provide **prompt after-sales service and support, if applicable, 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**.
 - 1.29. The successful bidder shall 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)/ end user(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)/ end user(s).
 - 1.30. 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 Deposit (SD) money (if any)** of the bidder.
 - 1.31. In case the **work carried out by the successful bidder or its personnel is not found satisfactory**, then the **bidder** upon advice, directions or orders from the University shall **take immediate necessary steps/ action** so as to **provide prompt, uninterrupted and effective services**, as per terms of the contract.
 - 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 **SD money (if any)**.

- 1.33. 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 shall 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 that they shall indemnify the University against any such claims, either monetary or otherwise.
- 1.34. 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 and order of the local authorities and statutory bodies** as may be in force from time to time during the subsistence of the supply contract. 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 contract in question, then the **total responsibility** shall have to be borne by the bidder.
- 1.35. **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 (if any)** with the University shall be **forfeited** without any claim whatsoever against the University.
- 1.36. 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** shall 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.
- 1.37. **Mere submission of bid does not confer any right** on any eligible bidder for being selected as the **supplier** for this bid.
- 1.38. **Selection will not ipso facto confer any right** on the successful bidder to receive **purchase order(s)** from the University, meaning that it shall in **no way guarantee or ensure 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.
- 1.39. If, in the course of execution of the supply 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 supply contract and initiate such further penal/ legal action as deemed appropriate.
- 1.42. No advance payment shall be made to the successful bidder. Payment shall be made only after due scrutiny, verification and endorsement of the same by end user(s)/ authorized personnel who shall necessarily be officer(s)/ official(s)/ end user(s) designated by the University for the purpose.
- 1.43. 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 shall be issued by the University. GST and other taxes, as applicable from time to time, shall be paid as per rules.
- 1.44. The successful bidder is liable to forfeit their SD money (if any) and be barred from future bidding if after receipt of purchase order (P.O.), they fail to deliver the item(s) and/or fulfill due obligations.
- 1.45. The University reserves the right to cancel the supply 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.
- 1.46. The Registrar, Cotton University or any officer(s)/ official(s)/ end user(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)/ end user(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 the bid. No bidder shall be allowed to be represented by any legal expert during the course of any investigation, enquiry, appeal or any other proceeding conducted by or before any officer/ official/ end user of the University against the bidder.
- 1.47. 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. 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. 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 matters connected with or incidental to selection of vendors shall be final and binding on all and shall not be called in question on any ground.
- 1.48. Cotton University personnel 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.
- 1.49. 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.

1.50. The law of the land shall apply to the supply 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.

2. Enclosures-cum-Checklist:

- Documents etc. which must be placed inside the sub-envelope titled 'Techno-commercial Bid' are:
 - i) Copy of bidding document duly sealed and signed by the authorised signatory representing the bidder
 - ii) An undertaking on the letterhead of the bidder clearly stating that 'all terms and conditions stipulated in the bidding document are unconditionally acceptable'
 - iii) A compliance statement on the letterhead of the bidder mentioning University's preferred item specifications vis-à-vis bidder's offered item specifications
 - iv) Copy of valid/ up-to-date trade license issued by the competent authority under Kamrup Metropolitan district jurisdiction
 - v) Copy of PAN card
 - vi) Copy of certificate pertaining to GST registration
 - vii) Copy of document(s) indicating income tax returns (ITR) filing for the Financial Year 2018-19 [i.e. Assessment Year 2019-20]
 - viii) Copy of documents [purchase orders/ 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


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3. Specifications:

Sl. No.	Item	Particulars
1	Hot Plate	7" Diameter, 1500 Watts with Energy Regulator
2	Transistor Characteristic Apparatus	For studying the Input and Output characteristics of both PNP and NPN Transistor, with Power Supply and Four(4) nos. of Analogue Meter
3	Zener Diode Characteristic Apparatus	Complete with Power Supply and Four(4) nos. of Analogue Meter to take independent readings of the Zener in forward and reverse bias
4	PN Junction Diode Characteristic Apparatus	Complete with Power Supply and Four(4) nos. of Analogue Meter to take independent readings for the Diode in forward and reverse bias
5	Dielectric Sample	Barium Titanate ($BaTiO_3$) Sample (or PZT Sample) for Dielectric Constant Experiment
6	Digital Multimeter	Reputed brand



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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	Hot Plate						5	
2	Transistor Characteristic Apparatus						6	
3	Zener Diode Characteristic Apparatus						5	
4	PN Junction Diode Characteristic Apparatus						5	
5	Dielectric Sample						2	
6	Digital Multimeter						6	



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