

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/2022/12 Dt. July 16, 2022

Bids in sealed cover are invited in dual bid {techno-commercial and financial} system from Original Equipment Manufacturers (OEMs) or their authorized dealers/suppliers/vendors or business partners with respect to proposed procurement of equipment for DBT Twinning Project under Department of Chemistry, Cotton University.

This bidding document must be downloaded from the University's website i.e. www.cottonuniversity.ac.in. The sealed cover must be super-scribed as "Proposed procurement of equipment for DBT Twinning Project under Department of Chemistry, Cotton University :: NIB No. CU/S&P/2022/12 Dt. July 16, 2022" and addressed to "The Registrar I/C, Cotton University, Guwahati-781001, Assam". The sealed cover containing the bid must be submitted during office hours on or before 11:00A.M. of August 1, 2022 in the drop-box arranged for the purpose. Bid opening might be done on the same day at 11:30A.M.

(Prof. Maheswar Kalita) Registrar I/C

Dated 10/07/2022.

Memo No. CU/S&P/2019/04/ 7/10 - 15

Copy for information and necessary action to:

- 1. The P.S. to the Vice Chancellor
- 2. Prof. (Dr) Mausumi Ganguly, Head, Department of Chemistry and P.I. of DBT Twinning Project
- 3. The Finance Officer
- 4. The Systems Manager; he is requested to arrange for uploading/posting of this notice cum bidding document in the University's website
- 5. The University's notice board
- 6. The office file

(Prof. Maheswar Kalita) Registrar I/C

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1. Terms and Conditions:

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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 items in addition to commercial terms & conditions as well as other requisite compliances; and
 - ii. 'Financial Bid', indicating per unit base rates, per unit prices, total prices and value of the items 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 equipment for DBT Twinning Project under Department of Chemistry, Cotton University :: NIB No. CU/S&P/2022/12 Dt. July 16, 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 I/C, Cotton University, Guwahati-781001, Assam" must be submitted during office hours on or before 11:00A.M. of August 1, 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. Financial Bid of only the techno-commercially acceptable offer(s) shall be opened for the purpose of evaluation & ranking. In case the Techno-commercial Bid evaluation remains incomplete that day, then the date & time of Financial Bid opening shall 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 for bid submission. The bid received after due date & time or without sealed cover or in torn condition shall be treated as 'unresponsive' and disqualified, and 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.)/ Purchase Order (P.O.).
- 1.7. Evaluation of bids shall be done separately for each item/ category of items on the basis of the respective lowest offered per unit base rates, per unit prices, total prices and value 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, annexure/enclosures etc. must be sealed & signed by the bidder or their authorized signatory. 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' item(s) 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.

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1.11. No correspondence shall be entertained in respect of acceptance or rejection of bid.

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1.12. The bidder has to mandatorily have at their disposal a service & technical support team of personnel 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 the supply contract/ Purchase Order (P.O.) and subsistence of the warranty period.

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- 1.13. An offer of On-site Comprehensive Warranty for a period of at least twelve(12) months [from the date of installation {& commissioning, if applicable} of the equipment] must be provided by the successful bidder.
- 1.14. Per unit base rates, per unit prices, total prices, value [which must not under any circumstance exceed the respective Maximum Retail Prices (MRPs) or reasonable market rates, prices, value] have to take into account taxes and duties, wages of manpower, charges for packaging/ forwarding/ freight {bulk loading and unloading}/ transit insurance, charges for on-site delivery as well as on-site installation & commissioning, etc. Other incidental expenses must be borne by the bidder themselves.
- 1.15. Per unit base rates, per unit prices, total prices, and value inserted in the Financial Bid must be quoted in Indian currency, i.e. Indian Rupees (INR) only.
- 1.16. If per unit base rates, per unit prices, total prices, and value are quoted in a format other than the one prescribed in the bidding document, then the bid is liable to be cancelled. Therefore, 'Schedule of Prices' must be carefully and properly filled up.
- 1.17. The University shall deal with the representative(s) of the Original Equipment Manufacturer (OEM) or their authorized dealer/supplier/vendor or business partner directly, and thus, no other commission agents, middle-men, etc. must be asked or encouraged by the bidder to represent their cause.
- 1.18. On-site delivery, on-site installation {& commissioning, if applicable} in respect of the equipment [besides any on-site training {if necessary}] must be done 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 and 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, if applicable) the ordered item(s) at the Department of Chemistry, Cotton University or any other site/location to be finalized in due course of time by the authorized personnel. 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 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 & 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 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.

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- 1.23. In case the successful bidder fails in fulfilling the obligations under the bid or supply contract/ Purchase Order, fully & in time, the University shall have the absolute right to take up the work 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 supply contract/ Purchase Order, then the bidder shall be liable for the same and that they shall indemnify the University against such damages. The bidder shall also render all assistance and cooperation to the University in the event of any inquiry relating to any such incident or accident.
- 1.25. No advance payment shall be made to the successful bidder. Payment shall be made only after due scrutiny, verification & 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 of the bidder.
- 1.26. The successful bidder is liable to be barred from bidding in the future if after receipt of supply contract/ Purchase Order (P.O.), they fail to deliver the goods 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 shall not delegate or sublet/subcontract the supply assignment or any part thereof to any other entity/company/agency/contractor/supplier/vendor or business partner without the prior written consent/approval of the University; and such consent, even if provided, shall not relieve the bidder from any liability or any obligation under the supply contract/ Purchase Order (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. 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 supply contract/ Purchase Order (P.O.) and 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/ responsibility has been fixed on the University or its employees by any government or local body/authority with regard to the contract/P.O. in question, then the total responsibility must be borne by the bidder.
- 1.30. 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.).
- 1.31. 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 made in the 'Enclosures-cum-Checklist' Section, shall amount to the bid being 'incomplete' thereby disqualifying the bidder owing to which

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their **bid shall not be considered**, **but instead**, **summarily rejected** by the bid opening & evaluation committee.

1.32. The bid shall be rejected if:-

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- (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.
- 1.33. 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.
- 1.34. 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 it shall in no way guarantee or ensure allotment of task/assignment. Under exceptional circumstances, the University reserves the right to procure the goods from any other reliable entity/company/agency/supplier/vendor or business partner which might not be selected as per this or any other bid.
- 1.35. The University reserves the right to cancel the supply contract/ Purchase Order by giving a notice in writing without assigning any reason whatsoever in lieu thereof. Any notice sent by the University to the address recorded in the bidding document of the successful bidder shall be deemed to have been properly served for any of the purposes mentioned herein.
- 1.36. The decision of Cotton University on all matters connected with or incidental to selection of supplier(s)/vendor(s) 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 I/C, Cotton University shall be final & binding on all.
- 1.37. 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.
- 1.38. The Registrar I/C, Cotton University or any officer/official authorized by the University, shall have the discretion to review or ascertain and enforce due & proper observance of the laws, rules & regulations. The officer/official so authorized by the University, or the Registrar I/C, 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.
- 1.39. In the event of any ambiguity or dispute or difference between the parties involved relating to or concerning the interpretation of the supply contract/ Purchase Order or any alleged breach thereof 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.) and/or during subsistence of the supply contract or period of warranty; and that the decision taken by the Registrar I/C, Cotton University shall be final & binding on all parties concerned.

1.40. 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.

2. Enclosures-cum-Checklist:

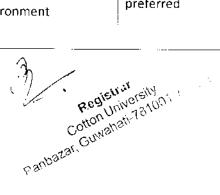
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- Documents etc. which must be placed inside the sub-envelope titled 'Techno-commercial Bid' are:
- i) Copy of the bidding document duly sealed & signed by the authorized signatory representing the bidder thereby implicating that all terms & conditions stipulated in the bidding document are unconditionally acceptable to the bidder
- ii) Copy of Proprietary Article Certificate (PAC) or valid Letter/Certificate of Authorization/ Dealership or Manufacturer Authorization Form (MAF) issued by Original Equipment Manufacturer (OEM) exclusively against this particular bid number
- iii) Copy of OEM's **Product Brochures/ Technical Literatures regarding the offered products** which include detailed specifications, images, sketches, diagrams, test reports, energy ratings, etc. as applicable
- iv) Statement/Table indicating Technical Compliance stating the University's required items' specifications vis-à-vis the bidder's offered items' specifications in the letterhead of the bidder
- v) Copy of the up-to-date Trade License issued by respective administrative jurisdiction in respect of the district or Union territory
- vi) Copy of the Certificate of Registration pertaining to GSTIN and document(s) indicating up-to-date GST 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 equipment to government or semi-government organisation(s)/ Public Sector Undertaking(s)/ higher educational institute(s) of repute situated in north-eastern region of India
- 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:

Si. No.	Category of Item	Specifications	Remarks
	Laptop Computer with Backpack	 Permitted Brand: HP/Lenovo/DELL Processor: Intel Core i5-1035G1 or higher Memory: 16GB DDR4 RAM Hard Drive: 512GB SSD or higher Ports: 4 x USB 2.0, 1x USB 3.2, HDMI Port Display: 14 inch or higher Graphics: Intel UHD Graphics Operating System: Windows 10 {64 bit professional edition} or higher Audio: High Definition home Keyboard: Backlit Keyboard Networking: Wi-Fi and Bluetooth Warranty: Minimum 1 year Onsite 	
2	MF Printer	 Preferred Brand: HP/EPSON/brother Type: multi-functional {print - scan - copy} Print Limit: up to 30 ppm Copy Speed: up to 30 cpm Memory: 32MB RAM Scan Resolution: up to 600x2400 dpi Input Tray: 250 sheets Duplex facility: Auto Duplex Print Hi-Speed USB 2.0, built-in Fast Ethernet 10/100, Wi-Fi 802.11 b/g/n Warranty: Minimum 1 Year onsite Color Print: Yes Photocopy: Yes Scan: Yes 	
3	Wireless Router	 Minimum 10/100/1000 4 LAN Ports Access Point High speed internet facility in rural area 	High speed internet facility in rural area
4	Solar powered LED Street Light	 Independent stand-alone Solar Lighting system Automatic Dusk to Dawn Operation Height of Pole: At least 6m High Efficiency Multi Crystalline Silicon Cells Module should be designed to withstand tough environmental conditions Battery: Li-ion Battery 15 AH PO4 Highly protected from tough environment ON-OFF indications: Yes 	Experience of installation of solar powered LED street light in forest areas will be preferred



4. Schedule of Prices:

SI. No.	Item with Brand	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]
	Laptop Computer							
1	with Backpack						1	
2	MF Printer				İ		1	
3	Wireless Router				:		1	
:	Solar powered LED							
4	Street Light				ļ :	;	20	
i			<u> </u>			Valu	ie {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(s) and per unit 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:

Official Seal/Stamp:

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