



तेजपुर विश्वविद्यालय / TEZPUR UNIVERSITY
(केंद्रीय विश्वविद्यालय / A Central University)
कुल सचिव का कार्यालय / OFFICE OF THE REGISTRAR
तेजपुर-784028 :: असम / TEZPUR-784028 :: ASSAM

NOTICE INVITING QUOTATION (NIQ)

ET-NIQ-4534-DT-30/12/2019

Online Tenders in 02 Bid System (Technical and Financial) are invited from reputed manufacturers/authorized dealers for supply, installation & commissioning etc. of the following items required for UGC-SAP-DRS-II Programme, Department of Molecular Biology & Biotechnology, Tezpur University.

Please read the NIQ document carefully before participating. It shall be deemed that submission of bid by the bidder has been done after their careful study and examination of the NIQ terms with full understanding to its implications. Any lack of information shall not in any way relieve the bidder of its responsibility to fulfill its obligations under the Bid.

The University will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, the Purchase Order. Fraudulent Practice means a misrepresentation of facts in order to influence a procurement process and includes collusive practice among bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive Tezpur University of the benefits of free and fair competition. Corrupt Practice means offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of this purchase execution.

For any queries/doubt please contact the Stores & Purchase Section (e-mail: snp@tezu.ernet.in).

Items:

| Sl. No | Item | Approx Quantity | Approximate Unit Value in ₹ |
|--------|-------------------|-----------------|-----------------------------|
| 1 | Spectrophotometer | 01 | 6.0 lacs |

(Detail Technical Specification/Compliance Sheet and BoQ are attached/uploaded separately)

General Information about the NIQ

Last date and time for submission of Bids: 20.01.2020 (2.00 PM)

Date and Time of opening of Bids: 22.01.2020 (4.00 PM)

Place of Opening of Bids: Tezpur University

GENERAL TERMS & CONDITIONS:

1. No separate tender paper will be issued from the office; one should only download the specifications from the CPP Portal of Govt. of India or the Tezpur University website (www.tezu.ernet.in).
2. **GST: As per GoI Notification dated 14.11.2017 GST % for Public Funded Research Institution or a University has been reduced to 5% for certain goods and services. Hence, reduced rate of GST**



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- shall be paid if applicable on the tendered items. Exemption Certificate will be provided on request.
3. **Rates:** Rates quoted should be on **FOR Tezpur University, Napam, Tezpur, Door Delivery Basis**, for indigenous items and **CIP Tezpur University, Napam, Tezpur or Delivered Duty Paid**, for imported item. Failure to comply with this term may lead to rejection of the quotation.
 4. **Quotations should be accompanied by** i) An **EMD** (in the form of Demand Draft/Banker Cheque) for **₹ 12,000.00** (Rupees Twelve Thousand) only drawn in favor of Registrar, Tezpur University, payable at Tezpur. **No request for consideration of earlier deposited EMD will be considered.** ii) A non-refundable application (quotation/participation) fee of **₹ 1000.00** (Rupees One Thousand) only must be paid only by Demand Draft/Banker Cheque drawn in favour of Registrar, Tezpur University payable at Tezpur. iii) **The original copies of the EMD & Quotation/Participation Fee should be deposited/submitted/reach the office of the undersigned before opening of the Bids in an envelope superscribed as "Quotation/Participation Fee and EMD for ET-NIQ-.....DT-....." addressed to the Assistant Registrar-GA, Tezpur University. Failure to do so may result in rejection of the bid.**
 5. **Exemption:** To Bidders who are MSME/NSIC registered may claim exemption from payment of EMD only subject to submission of valid documents in support of their claim. Bidders seeking exemption are asked to clearly mention the category under which exemption is claimed. The category of exemption under MSME/NSIC will be strictly adhered to. **Payment of tender fee is a must and is not exempted. However, the University will make provisions for the tender documents free of cost in its website as well as in CPP Portal.**
 6. The rates should be exclusive of taxes and applicable tax % should be clearly indicated.
 7. **Validity of Quotation:** Quoted rates must be valid for at least **180 days** from the last date of submission of quotation.
 8. Applicable levies, surcharge and discounts should be clearly indicated item wise.
 9. The rates should be quoted along with supporting documents of specifications and technical features and list of users, wherever applicable.
 10. The system must be installed at the laboratory wherever applicable, and after installation a basic training must also be provided by the supplier or their Indian counterpart without any additional costs.
 11. **Literature a must:** All the quotations must be supported by technical leaflet/literature and the specifications mentioned in the quotation must be reflected/ supported by such technical leaflet/literature. The model and specifications quoted should **invariably be highlighted** in the leaflet/literature for easy reference.
 12. **Technical Evaluation:** The bidder should provide the standard technical literature on the subject offered with dealership certificate of the offered product(s). The offers which do not meet the NIQ required technical specifications will be summarily rejected, from any further consideration. The bidder has to provide the details Bill of Materials (BOM). Technical bids will be evaluated and ranked by the award ACCEPT & REJECT. The price bids of ACCEPTED vendors would then be considered by the concerned Purchase Committee of the institute.
 13. **After Sales Service Guidelines:** In case of imported goods, bidders should clearly state the detailed address, contact number and email ids of 'after sales service centre' preferably in Tezpur/Guwahati, India or any place in Assam without which their offers shall be liable for rejection. Service against any complaint must be provided within 24 hours
 14. **Dealership Certificate:** Dealers or Agents quoting on behalf of Manufacturer must upload valid dealership certificate.



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15. **Quality Certificates:** Valid certificate to prove that the products are genuine and of International standard, as mentioned below, must be uploaded: (a) Manufacturer's certificate; (b) ISO/ISI certificate.
16. **Performance Bank Guarantee:** If PO value is above Rs.5 Lakhs, the successful bidder, to whom the PO is placed, shall furnish an unconditional Performance Bank Guarantee from a scheduled Bank of India, for 10% of the Purchase Order value, alongwith the Bill/Invoice. The format for PBG if required; will be provided on request. In case of foreign purchase, the local Agent shall submit the PBG. Where the PBG is to be necessarily given by a foreign bank it shall be endorsed by its counterpart in India. Validity of the PBG, which shall be effective from the date mentioned therein, shall be *warranty period + 2 months before and 3 months after the warranty period.*
- a. **By submitting the PBG, the vendor is understood to have guaranteed that,**
- The Purchase Order (PO) shall be executed as per terms and conditions mentioned therein.
 - The vendor shall at his/their own cost rectify/replace the defects, if any, during the guarantee period.
 - The guarantee is to the extent of 10% of the order value.
- b. **Condition for invoking PBG:** In case of failure to comply with the guarantees above, Tezpur University, Napam, Tezpur may terminate the contract / purchase order in whole or in part and forfeit the PBG. In addition, Tezpur University, Napam, Tezpur, at its discretion, procure upon such terms and in such manner as it deems appropriate, goods similar to the undelivered items/products and the defaulting supplier/vendor shall be liable to compensate Tezpur University, Napam, Tezpur for any extra expenditure involved."
17. **Genuine Pricing:** Vendor is to ensure that quoted price is not more than the price offered to any other customer in India to whom this particular item has been sold, particularly to Universities/IITs/Institutes and other Government Organization.
18. **Payment:** 100% payment after successful delivery, installation and commissioning and acceptance by the user. **Please note that as per University's norm advance payment is not allowed for indigenous purchase.**
19. **PENALTY FOR DELAYED DELIVERY:** The date of delivery should be strictly adhered to. In the event of delayed delivery, installation & commissioning, the vendor shall be liable for a penalty deduction as per prevailing rule
20. Demonstration may be sought from the vendors for authentication of quoted specification.
21. The University is exempted from paying Custom and Excise duty.
22. Warranty/Guarantee period should be specifically mentioned in the quotation.
23. No Advance payment will be made. However, for foreign supplies, advance payment will be made either by LoC. In such cases 10% Performance Bank Guarantee should be submitted before opening of the LoC.
24. Items of Foreign origin should have Insurance up to installation on site.
25. The University reserves the right to accept or reject any or all the quotations without assigning any reason.
26. Irresponsive/incomplete quote will be rejected.
27. **Award:** The Final Award will be given to the vendor, selected by the Purchase Committee on the lowest quote basis.
28. **Conditional tenders not acceptable:** All the terms and conditions mentioned herein must be strictly adhered to by all the vendors. Conditional tenders shall not be accepted on any ground and shall be rejected straightway. Printed conditions mentioned in the tender bids submitted by vendors will not be binding on Tezpur University.



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29. **Enquiry during the course of evaluation not allowed:** No enquiry shall be made by the bidder(s) during the course of evaluation of the tender till final decision is conveyed to the successful bidder(s). However, the Purchase Committee or its authorized representative (Tezpur University) can make any enquiry/seek clarification from the bidders. In such a situation, the agency shall extend full co-operation. The bidders may also be asked to arrange demonstration of the offered items, in a short period notice, as such the bidders have to be ready for the same.

30. **Force Majeure:**

If the performance of the obligation of either party is rendered commercially impossible by any of the events hereafter mentioned that party shall be under no obligation to perform the agreement under order after giving notice of 15 days from the date of such an event in writing to the other party, and the events referred to are as follows:

- I) any law, statute or ordinance, order action or regulations of the Government of India,
- II) Any kind of natural disaster, and
- III) Strikes acts of the Public enemy, war, insurrections, riots, lockouts, sabotage.

Termination for default: Default is said to have occurred

- a. If the equipment or any of its component is found having poor workmanship, faulty designs, poor performance and bad quality of materials used.
- b. If the supplier fails to deliver any or all of the services within the time period(s) specified in the purchase order or any extension thereof granted by Tezpur University.
- c. If the supplier fails to perform any other obligation(s) under the contract.
- d. Under the above circumstances Tezpur University may terminate the contract / purchase order in whole or in part and forfeit the EMD/PBG as applicable. In addition to above, Tezpur University may at its discretion also take the following actions: Tezpur University may procure, upon such terms and in such manner, as it deems appropriate, goods similar to the undelivered items/products and the defaulting supplier shall be liable to compensate Tezpur University for any extra expenditure involved towards goods and services obtained. Besides, the Vice-Chancellor, Tezpur University, reserves the right to impose any other form of penalty as deemed fit including blacklisting of the vendor.

31. **Selection criteria:**

Evaluation Criteria:

To ensure that each bidder has the necessary qualifications and resources to fulfil its obligations under the contract, the following criteria shall be evaluated. The Eligibility, Financial, Experience & Support criteria should be passed before the technical criteria. Technical criteria will be evaluated and ranked by the award of ACCEPT and/or REJECT. Only the ACCEPTED vendors will be considered for price bid. In case a joint venture makes a bid, any one of the members of the joint venture need to be qualified for each of the criteria mentioned below.

Eligibility Criteria:

- a. All technical specifications of the quoted product(s) should be verifiable through the official website of the OEM and the data sheet available on the web site on the day of the Purchase Committee Meeting of the tender will be considered as final and no further clarification will be cited in this regard. The URL links to the respective documentation should be provided.
- b. Tender specific MAF (Manufacturing Authorization Form) is to be submitted by all interested Vendors, Dealership certificate/ authorization certificate from OEM if the bidder is a dealer.

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