



COTTON UNIVERSITY

Panbazar, Guwahati-781001, Assam, India

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

Notice Inviting Expression of Interest

“ NI-EOI No. CU/S&P/2021/01 Dated February 22, 2021 ”

Expression of Interest (EOI) in sealed cover is invited from eligible contractors/vendors in double-bid (techno-commercial and financial) system with respect to **supply and fitting/fixing of partition walls in Cotton University for a period of two(2) years from the date of empanelment.**

The bidding document pertaining to this notice, along with the requisite ICICI Bank Challan– FEE CODE 011 which is meant for payment of a **processing fee {non-refundable} worth INR 500/-**, must be downloaded from the University’s website www.cottonuniversity.ac.in. The sealed cover containing the bid and 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 2:00 P.M. of 15th March, 2021.** 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

22/2/21
Registrar
Cotton University
Panbazar, Guwahati-781001, Assam

Memo No. CU/S&P/2018/30/ *1653-59*

Dated *22/2/2021*

Copy for information and necessary action to:

1. The P.S. to the Vice Chancellor, Cotton University
2. The Finance Officer, Cotton University
3. The Executive Engineer, Cotton University
4. The Computer Systems Manager; he is requested to arrange for uploading/posting of **this notice and the bidding document** in the University’s website
5. The Director, Directorate of Information and Public Relations, Govt. of Assam; he is requested to arrange for publication of the abstract ad (soft copy enclosed) of this notice in the next immediate one(1) issue of *The Assam Tribune* and *Aamaar Axom*, as well as submit the invoice in triplicate format for release of the payment
6. The notice board
7. The office file concerned

(Prof. Diganta Kumar Das)
Registrar

22/2/21
Registrar
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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 specifications/ details of item(s) in addition to commercial terms and conditions as well as requisite compliances; and
 - ii. **'Financial Bid'**, indicating item-wise per unit base rate(s)/ price(s)/ value(s) for 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 **"Supply and fitting/fixing of partition walls in Cotton University for a period of two years from the date of empanelment :: NI-EOI No. CU/S&P/2021/01 Dated February 22, 2021"**. 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 which is to be 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 2:00 P.M. of 15th March, 2021**.
- 1.3. There is a requisite **processing fee {non-refundable in nature}** to the tune of **INR 500/-**, which must be deposited through the **ICICI Bank Challan- FEE CODE 011** at any of the branches of **ICICI Bank**. The **soft copy** version of the requisite bank challan has to be **downloaded from** the University's website i.e. www.cottonuniversity.ac.in for which it has been provided therein alongside the relevant Notice Inviting Expression of Interest.
- 1.4. The sealed and signed **counterfoil** [which indicates payment of the requisite processing fee] **with regard to the bank challan super-scribed as 'UNIVERSITY'S COPY'** must be submitted in the envelope titled **Techno-commercial Bid**.
- 1.5. **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.
- 1.6. **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 be treated as **'unresponsive'** and **disqualified**, and shall **not be entertained under any circumstances whatsoever**.
- 1.7. 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 best interest to stay alert regarding such postings.
- 1.8. **All bids** received shall be **opened, scrutinized and evaluated by a committee constituted** for the purpose of **selection and recommendation** with respect to empanelment/enlistment.
- 1.9. **Evaluation may be done separately for each item or category of items** as deemed fit by the committee constituted for the purpose.
- 1.10. **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 must be **legibly written**. Any **over-writing, corrections and cuttings** must bear initials of the authorized signatory. Ideally, **corrections** must be made **by writing again instead of 'shaping' or over-writing**.

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- 1.11. The bidder must invariably furnish **Security Deposit (SD) money** to the tune of **INR 20,000/-** vide **Banker's Cheque/Demand Draft** only, drawn in favour of "**Cotton University**" and payable at "**Guwahati**". The **SD money** of the successful bidder(s) shall be **retained until expiry of the Rate Contract (RC) or commencement of the fresh Rate Contract (RC)** whereas that of the unsuccessful bidder(s) shall be returned at an early date. The **SD money** of the successful bidder during the period of the RC shall be **interest-free**, i.e. it shall not carry any interest on the principal amount and be **refunded after adjustment of all dues of the University** for Damages of any kind, if any.
- 1.12. 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**.
- 1.13. The bidder has to mandatorily have an **office in Guwahati/Kamrup Metropolitan area**. The **University reserves the right to call for any information and record** as well as inspect the premises of any or all of the bidders, **before as well as, during subsistence of the Rate Contract**.
- 1.14. The **Security Deposit (SD) money** in the form of **Banker's Cheque/Demand Draft**, shall be **retained until expiry of the period of warranty** and returned only after obtaining certification of clearance from the authorised personnel concerned.
- 1.15. An offer of **Replacement Guarantee encompassing immediate replacement of the supplied item(s) against defects of manufacturing/ workmanship/ mishandling during storage and transit etc.** as well as **Comprehensive Warranty for a period of twelve(12) months** which would commence from the date of fitting/fixing of materials, must be provided by the successful bidder.
- 1.16. 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 sheet(s) of white coloured paper**.
- 1.17. The bidder submitting their bid shall be **deemed to have read and unconditionally accepted all terms and conditions** stated herein. **No correspondence**, verbal or written, shall be entertained in respect of **acceptance or rejection** of their bid.
- 1.18. **Non-conformity** to any of the stipulated **terms and conditions** and/or non-submission of any of the documents/ testimonials/ fees etc. which are clearly **stated** 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 and evaluation committee.
- 1.19. The University shall **deal with the bidder directly**, and thus, **no middle-men/ agents/ commission agents** etc. must be asked or encouraged by the bidder to represent their cause.
- 1.20. The **Financial Bid of only the techno-commercially acceptable offer(s)** shall be **opened** for the purpose of evaluation (and ranking). Date and time of the Financial Bid opening may be intimated to the shortlisted bidder(s) separately.
- 1.21. The **bidder is expected to quote competitive base rate(s)/ price(s)/ value(s)** that must be **inclusive of all taxes and duties, charges for packaging, forwarding, freight {bulk loading and unloading}, etc. Transit insurance, wages of manpower, and other incidental expenses must be borne by the bidder themselves.**

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61

- 1.22. **Base rate(s)/ price(s)/ value(s)** in the Financial Bid must be quoted in Indian currency, i.e. Indian Rupees (INR) only.
- 1.23. In case the bidder quotes zero/nil/blank in the rows or columns for each item in 'Schedule of Rates', the bid shall be treated as invalid.
- 1.24. If base rate(s)/ price(s)/ value(s) are quoted in a format other than the one prescribed in the bidding document, then the bid is liable to be cancelled. Wherever applicable, the bidder must clearly specify the base rate(s) and value of GST to be paid extra, failing which their quoted 'price' shall be considered as 'base rate' for comparison and evaluation purpose. 'Schedule of Rates' must be carefully and properly filled up.
- 1.25. The lowest rate(s)/ price(s)/ value(s) shall be determined based on evaluation of quotes/bids belonging to only the techno-commercially qualified bidder(s). The lowest bidder determined by the University shall be issued offer for enlistment/empanelment or the Award of Contract (A.O.C.).
- 1.26. Regardless of the prevalent practice, merely being the lowest (L₁) bidder or successful bidder {as applicable} might not be considered enough for the allotment of work. Prior to the issue of A.O.C., samples of the quoted items might be required to be exhibited before the bid opening and evaluation committee or any other committee to be constituted by the authority which shall inspect and physically verify the quality and specifications of the exhibited items.
- 1.27. The resultant offer which shall be based on the lowest base rate(s)/ price(s)/ value(s) or any other rate(s)/ price(s)/ value(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 that 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.
- 1.28. After receiving the necessary approval of the University authority, the lowest base rate(s)/ price(s)/ value(s) of the item(s)/service(s) listed in the bid shall be kept constant/fixed/valid for a period of two(2) years from the date of issue of the Office Order pertaining to enlistment/empanelment.
- 1.29. On-site delivery and on-site fitting/fixing 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 belonging to the concerned academic department/ administrative section of the University.
- 1.30. Subject to the satisfactory performance of the selected bidder(s), the validity period of the resultant Rate Contract (RC) may be extended/renewed for further duration based on mutual consent, if deemed necessary. In all circumstances and eventualities, whether arising out of expiry of the period of the RC or its non-renewal or termination or withdrawal, the bidder must continue the task/assignment till such time that a new or alternate arrangement is made by the University. In the event of failure to observe this condition, the entire Security Deposit (SD) money, as also any and all other dues, lying with the University, would stand forfeited.
- 1.31. Enlistment/empanelment will not *ipso facto* (by itself) confer any right on the successful bidder to receive order(s) from the University and that it shall in no way guarantee or ensure allotment of task/assignment. The University reserves the right to procure the item(s)/service(s) from any other company/entity/contractor/vendor who is not enlisted/empanelled as per this or any other bid/Rate Contract.

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63

- 1.32. The successful bidder shall **deliver** the ordered item(s)/service(s) at the **place/site as instructed** by the authorized personnel **during or prior to delivery** and also **collect item(s) for return**, if any.
- 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 and interpretation.
- 1.34. The successful bidder must engage **suitable and experienced personnel** as may be needed to **supervise and guide the subordinate personnel for proper completion of the allotted task/assignment** 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 would 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).
- 1.35. The successful bidder must 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 must 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 must be carried out **with due diligence and care**.
- 1.36. 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 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** of the bidder.
- 1.37. The successful bidder must **deliver** the item(s)/service(s) and provide adequate 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**.
- 1.38. 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 must take **immediate necessary action** so as to provide **prompt, uninterrupted and effective services**, as per terms of the bid/Rate Contract.
- 1.39. **Mere submission of the bid does not confer any right** on any eligible bidder **for being enlisted/empanelled** with the University as a successful bidder.
- 1.40. The allocation of task post-enlistment/empanelment among all the enlisted/empanelled contractor(s)/vendor(s) may be made by nomination basis as and when requirements arise.

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62

- 1.41. In case the successful bidder fails in fulfilling their due obligations of work under the bid/Rate Contract, fully and in time, then the University shall have the absolute right to take up the work at the bidder's cost and risk as well as recover all such expenses from the amount of money due to the bidder including their Security Deposit (SD) money, if any.
- 1.42. 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 Rate Contract shall stand cancelled with immediate effect and the Security Deposit (SD) money shall be forfeited without any claim whatsoever against the University.
- 1.43. The manpower deployed by the successful bidder for carrying out the obligations under the terms of the bid/Rate Contract (RC) would be employees of the bidder. No relationship of master and servant would be created between the deployed manpower and the University under the agreement/contract arising out of this bid/RC. The bidder would be solely responsible for their affairs and bound to comply with the statutory obligations as and where applicable. These personnel would 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 would be wholly responsible and the bidder shall indemnify the University against any such claims, either monetary or otherwise.
- 1.44. The successful bidder is liable to forfeit their Security Deposit (SD) money and be barred from future bidding if after receipt of order, they fail to deliver item(s) and/or fulfil due obligations with respect to the Rate Contract (RC). For any deficient services, the University reserves the right to terminate the RC and initiate such further penal/ legal action as deemed appropriate.
- 1.45. The successful bidder must 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 must be obtained by the bidder or their authorized representative(s) from the University in the event of them being required to remain on the University premises beyond the stipulated time and/or on Sundays and fixed public holidays for any reasons whatsoever.
- 1.46. The successful bidder shall not delegate or sublet the assignment/task 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 Rate Contract.
- 1.47. If, in the course of execution of the task/assignment under the Rate 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, 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.
- 1.48. Neither party to the agreement/Rate Contract shall be responsible for any delay in performance of any of the terms and conditions herein to the extent that such delay is caused by 'Act of God' or force majeure or any other cause beyond their reasonable control.

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61

- 1.49. 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 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 Rate Contract (RC) and period of warranty, as applicable. The bidder must **also indemnify the University and its officer(s)/official(s) from any claim or consequences/damages for any non-compliance or lapse** 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** with regard to the RC under consideration, then the **total responsibility** must be **borne by the bidder**.
- 1.50. **No advance payment** shall be made to the successful bidder. **Payment** shall be made only **after due scrutiny, verification and endorsement** of the successful execution of the allotted task/assignment by **authorized personnel** who shall necessarily be officer(s)/official(s) designated by the University for the purpose.
- 1.51. **Statutory levies and taxes**, as applicable from time to time, shall be **deducted at source** {as Tax Deducted at Source (TDS)} **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.
- 1.52. The University reserves the **right to cancel the bid/Rate 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.
- 1.53. **The Registrar, Cotton University or any officer(s)/official(s) authorized** by the University, shall have 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 the bid/Rate Contract. **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 of the University against the bidder.
- 1.54. 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 the same 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 shall be intimated by the office.
- 1.55. The **decision** of Cotton University **on all matters connected with or incidental to enlistment/empanelment** of contractor/vendor shall be **final and binding on all and not be called in question on any ground**. 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**.

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- 1.56. In the event of any **dispute or difference between the parties** involved relating to or concerning the **interpretation of the Rate Contract (RC)/ bid** or any **alleged breach** thereof or any **matter relating to the RC/ 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 RC and that the **decision taken by the Registrar, Cotton University** shall be **final and binding** on all parties concerned.
- 1.57. The **law of the land shall apply** to the Rate contract (RC) arising out of this bid. **All disputes** in this connection and all matters arising out of the RC shall be **settled exclusively in the courts falling under the jurisdiction of Kamrup Metropolitan authority.**


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59

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/-, i.e., counterfoil (UNIVERSITY'S COPY) of the ICICI Bank Challan- FEE CODE 011
 - ii) Security Deposit (SD) money to the tune of INR 20,000/- vide Banker's Cheque/ Demand Draft
 - iii) Copy of bidding document duly sealed and signed by the authorized signatory representing the bidder thereby implicating that all terms and conditions stipulated in the bidding document are unconditionally acceptable to the bidder
 - 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 or GSTIN
 - vii) Copy of document(s) indicating Income Tax Returns (ITR) filing for the Financial Years 2018-19 and 2019-20 {i.e. Assessment Years 2019-20 and 2020-21}
 - viii) Copy of documents/testimonials [orders/ work completion certificates/ bills or 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 Rates**' duly filled up in neat and legible handwriting


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3. Specifications:

Sl. No.	Item Description	Unit of Measure
1	<p>Partition Walls</p> <p>Providing, fitting and fixing anodised aluminium hollow section of approved brand (Indal section 9210) of size 63.50mm x 38.10mm x 2.5mm thick for aluminium frame partition wall, with a maximum spacing of frame 1.20m for horizontal/vertical member including aluminium cleat 32mm x 50mm x 4mm thick and fixing of pre-laminated board/ Nepal board/ Bhutan board with taper cleat 20mm x 15mm x 1.2mm thick as directed by the department at all levels</p> <p>(i) 6mm clear glass</p> <p>(ii) Pre-laminated board</p>	sq. ft. sq. ft.
2	<p>Partition Walls with Doors</p> <p>Providing, fitting and fixing coloured anodised aluminium framed glazed doors with partition walls partly glass and partly pre-laminated board with anodised aluminium frame made of 100mm x 43mm x 2mm sections of approved brand with door style of size 81mm x 43mm x 2mm, top rails 46mm x 43mm x 2mm, lock rails 81mm x 43mm x 2mm, fitting with glazing clip, special rubber type gasket complete including hydraulic floor spring pivot aluminium door handle lock angles cleat etc. complete as directed by the department at all levels</p> <p>(i) 6mm thick glass panes and 12mm pre-laminated board</p>	sq. ft.

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4. Schedule of Rates:

Sl. No.	Details of Item	Unit of Measure	Base Rate (INR)	HSN Code	Rate of GST (%)	Value of GST (INR)	Unit Price (INR)
1	Partition Walls						
	(i) 6mm clear glass	sq. ft.					
	(ii) Pre-laminated board	sq. ft.					
2	Partition Walls with Doors						
	(i) 6mm thick glass panes and 12mm pre-laminated board	sq. ft.					

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