

University of Mumbai



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TENDER NOTICE

Invitation of Bids for Supply of UV-VIS Spectrophotometer

e-Tendering portal <https://mahatenders.gov.in>

Work Item Description	Tender Fee	Earnest Money Deposit
Supply of UV-VIS Spectrophotometer	Rs. 1000/- (Rupees One Thousand only) Online payment should be made by Net- banking through portal integrated payment gateway during online bid submission.	Rs. 5,000/- (Rupees Five Thousand only) Online payment should be made by Net- banking through portal integrated payment gateway during online bid submission.

Tender Activities	Important Date Time Venue
Start date of bid submission	21-01-2025
Last date of bid submission	04-01-2025 at 03:00 PM
Technical Bid Opening	05-01-2025 at 03:00 PM
Financial Bid Opening	Bidders will be informed through e-Tendering portal by message SMS / E-mail after technical evaluation of bids.
Validity of bids	90 days

Note:

1. Bidders need to register on <https://mahatenders.gov.in> to get login credentials User ID & Password to download the tender document for online bid preparation and submission.
2. Bidders need to use Digital Signature of Class III Signing Certificate in USB token.
3. For e-Tendering 24x7 Helpline Call on 0120-4001002, 0120-4001005, 0120-6277787
4. University of Mumbai reserves the right to cancel the tender in whole or in part without any reason.
5. The details of above mentioned e-Tender shall be available on <https://mahatenders.gov.in> under the tab – Tenders by Organisation -- University of Mumbai, up to the given last date time of bid submission

Sd/ -
Registrar,
University of Mumbai

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GENERAL TERMS AND CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. **Parties:** - The parties to the Contract are the contractor (the tenderer/bidder to whom the work has been awarded) by the University of Mumbai.
2. **Addresses:** - For all purposes of the contract including arbitration there under, the address of the bidder/ contractor mentioned in the tender shall be final unless the contractor notifies a change of address by a separate letter sent by registered post with acknowledgement to University of Mumbai. The bidder/ contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
3. **Earnest Money:**
 - i. EMD must be paid online before bid submission end date/time. Online payment should be made by Net-banking through portal integrated payment gateway during online bid submission.
 - ii. No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by University of Mumbai in respect of any previous work will be entertained.
 - iii. The bidder shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid demand draft will be forfeited to the Government.
 - iv. The EMD will be forfeited if: -
 - (i) The bid documents namely Technical Bid and Commercial Bid are not uploaded separately.
 - (ii) The bidder fails to deliver the deliverables expected in this tender within the stipulated period after awarding contract.

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4. **Signing of Tender** - An individual signing the tender or other documents connected with contract must specify whether he signs as: -

- i. A "sole proprietor" of the concern or constituted attorney of such sole proprietor.
- ii. A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- iii. Director or Principal Officer duly authorized by the Board or Directors of the Company, if it is a Company.

Note:

- i. In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
- ii. In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the tender and all other related documents must be signed by all partners of the firm.
- iii. A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the Department of Telecom may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

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- iv. The tenderer is required to submit Tender terms and conditions acceptance letter as per format provided with this tender document.
5. **Technical Bid**-The technical bid must be submitted online in a single .pdf file in Technical Cover to meet the scope of work and requirements as mentioned in this tender.
6. **Commercial Bid**- The commercial bids must be submitted online separately
- A. The Bidder will submit following document for financial bid in Finance Cover
 - (i) Duly filed financial bid (Please see enclosed BOQ excel file). The bidder shall not tamper/ modify the BOQ excel file/ financial bid, the prices should be strictly provided in the given format. In case the prices are not provided in the price schedule format or found tampered/ modified, the tender bid will be rejected and the EMD will be forfeited.
 - B. The Commercial Bid of those bidders only who are found technically fit, will be opened before a panel/ committee constituted by University of Mumbai.
 - C. Rates quoted in financial bid should be inclusive of all taxes & levies.
 - D. The prices quoted in figure & words shall be firm and final for the entire period of contract.
 - E. Terms of payment as stated in the Tender Documents shall be final and no changes shall be accepted.
 - F. At the time of payment of the bills, the taxes liable will be deducted, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.
7. **Validity of Bids**-The bid shall be valid for a period of 90 days from the date of opening of the tender. Bids with the offer validity below 90 days shall be rejected and the EMD shall be forfeited.

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8. **Bid Opening-** The Technical bids will be opened first and evaluation will be done as per technical requirements and conditions of the tender along with the demonstration from the vendors if required. Only those bids who fulfil the technical requirements, their financial bids will be opened.
9. **Corrections-** Rights to allow to make minor corrections, if any, in technical section during the discussion as per the technical requirement, is reserved by the University of Mumbai.
10. **Confidentiality, Security and Non-disclosure Agreement-** The successful bidder will be required to sign a confidentiality, security and non-disclosure agreement for all the data and information of University of Mumbai or any third party required to be handled by the bidder under any circumstance. The breach of this will be considered dealt legally.
11. **Technical Bid Evaluation Criteria-** The technical bids will be opened first. The evaluation of the technical bids will be made first on the basis of technical information furnished along with the demonstration, if required.
12. **Rights of Acceptance-**
 - i. University of Mumbai reserves all rights to reject any tender including of those tenders who fail to comply with the instructions without assigning any reason whatsoever. The decision of University of Mumbai, in this regard shall be final and binding. University of Mumbai reserves the right to award the Tender to one or more than one vendor. University of Mumbai also reserves the right to amend, modify, add or delete any terms and condition of the tender in the interest of the University of Mumbai without assigning any reason. In case of award of Tender to more than one contractor, security Deposit (if any) will be asked on pro-rata (lump sum) basis.
 - ii. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's bid and may lead to rejection.

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13. Communication of Acceptance-Only successful bidder will be informed of the acceptance of his tender. Necessary instructions regarding the amount and time provided for security deposit (if any) will be communicated.

14. Security Deposit-

- i. The successful bidder have to furnish demand draft of 10% of contract value on any nationalised bank to University of Mumbai towards Security Deposit within 7 days from the date of acceptance of the tender. Firm order of supply shall not be given unless security deposit is received by University of Mumbai.
- ii. The demand draft can be forfeited by order of University of Mumbai in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said demand draft as may be considered by the University of Mumbai as sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained.
- iii. The security deposit will be released after termination of the contract subject to confirmation of the services received as per the requirements and specifications of this tender.

15. Late Delivery and Penalty-Time and accuracy are the essence of this contract, as such late delivery and non-adherence to the SLA shall attract a penalty of 0.25% of the contract value for every working day delayed and maximum up to 5% of the contract value.

16. Disclaimer-The near relatives of employees of University of Mumbai are prohibited from participation in this tender. An undertaking in this regard must be furnished by the bidder.

17. Breach of Terms and Conditions- In case of breach of any of terms and conditions of the contract as above, University of Mumbai will have the right to cancel the work order/ contract without assigning any reason thereof, and nothing will be payable by University of Mumbai.

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- 18. Subletting of Work-** The entire work assigned to the successful bidder is highly sensitive and confidential, hence the bidder should maintain absolute confidentiality while carrying out the work. The bidder shall not assign/ transfer or sublet the work or any part of it to any other person or any agency.
- 19. Rights of Inspection-** University of Mumbai reserves the rights for carrying out the checks & balances or tests wherever necessary and the decision in this respect of the concern authority of this University will be final.
- 20. Award of Contract-** The successful bidder shall be awarded contract after bid evaluation process and final approvals as per Mumbai University process.
- 21. The tender is not transferable.** Only one bid can be submitted by one bidder organisation.
- 22. Terms of payment-**
- i. No payment shall be made in advance nor shall any loan from any bank or financial institution be recommended on the basis of the order of award of work.
 - ii. All payments shall be made by cheque/E-payment only.
 - iii. University of Mumbai shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding para.
 - iv. The term "payment" mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.
 - v. At the time of payment of the bills, the taxes liable will be deducted, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

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23. Governing Laws and Jurisdiction-

- i. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.
- ii. Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Letter of Award (LoA, or the contract Agreement, in the absence of LoA) has been issued i.e. Mumbai.
- iii. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

24. Dispute Resolution and Arbitration-

In case of any dispute related to this contract the Hon'ble Vice-Chancellor of University of Mumbai may either himself or may appoint a sole arbitrator whose decision shall be final and binding on both the parties. Any dispute or difference whatsoever arising between the parties out of or relating to the contract, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration Indian Arbitration and Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties.



Part A – TECHNICAL

Technical Specifications -

UV-VIS Spectrophotometer Specification

- Spectrophotometer should be of True Double – Beam Optics system. Sample compartment should have dedicated one reference cell holder and one sample cell holder.
- System should be Czerny-Turner monochromator with LO-RAY-LIGH grade blazed holographic grating.
- System should have a light source of 20-W halogen lamp and deuterium lamp only. Xenon Lamp light source systems are not acceptable.
- Automatic switch over of light source to be possible and auto position adjustment.
- System should have a Spectral Bandwidth of 1nm or better.
- System should be used as stand-alone and with PC-controlled software.
- Wavelength range should be from 190 nm to 1100 nm and wavelength accuracy should be ± 0.1 nm at D2 656.1 nm and ± 0.3 nm for full range or better.
- Stray light $< 0.02\%$ (220 nm NaI, 340 nm NaNO_2) and $< 0.5\%$ (198 nm KCl) or better.
- Photometric range is up to Absorbance: -4 to 4.0 Abs or better.
- System should have Photometric accuracy should be ± 0.002 Abs (0.5A), ± 0.004 Abs (1.0 Abs), ± 0.006 Abs (2.0 Abs) and Photometric repeatability of $< \pm 0.0002$ Abs (0.5 Abs & 1 Abs), $< \pm 0.001$ Abs (2 Abs) or better,
- System should have a Baseline flatness of $< \pm 0.0006$ Abs (1,100 to 190 nm, one hour after light source turned ON) and baseline stability of < 0.0003 Abs/Hr (700 nm, one hour after light source turned ON) or better.
- System should have a noise level of < 0.00005 Abs (700 nm) or better.
- Detector should be Silicon photodiode only.
- System should have a USB Drive port to connect the printers or external drives.
- System should compulsorily have Bio-method mode of measurement for Determining DNA and protein concentrations. Quantitates DNA or protein.
- System should be capable of Identification of organic compounds, Chemical reaction tracking and Enzyme reaction measurement.
- System should have Spectrum mode (ABS, T%, E) for wavelength scanning.
- UV Spectro system should have Wavelength scanning speed of upto 27,000 nm/min or better.
- System should be capable of Generating a calibration curve from the measurement of standards and calculates the concentrations of unknowns. (Automatic concentration calculation using single-point calibration curve, Multi-point calibration curve method)
- System should be capable of measuring absorbance changes as a function of time; and obtains the enzymatic activity values.

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- System should be capable of Data calculation at up to four wavelengths (difference or ratio between two wavelengths, calculation between three wavelengths, etc.)
- System should be capable of Measuring the photometric value at a single wavelength multiple (up to eight) wavelength.
- System should have fully automatic instrument validation function for Wavelength accuracy, wavelength repeatability, stray light, photometric accuracy, photometric repeatability, baseline flatness, baseline stability, noise level, etc.
- System should have Instrument Maintenance and Inspections function which provides the usage times of the deuterium (D2) lamp and the halogen (WI) lamp, can be recorded and displayed, which enables users to ascertain the expected replacement period of the lamps when performing periodic inspections.
- Instrument should have automatic setting of measurement mode after instrument initialisation and Auto save function.
- Instrument should provide Selection of displayed decimal place Absorbance: 4 decimal places, Transmittance 2 decimal places or better
- System should have the possibility if required in future to fit semi micro-cell for low sample volume of at least 1ml to 1.6ml, short path cell for low volume sample volume of 0.3ml to 2.0ml and can fit long path cell holder if required to hold rectangular cells of 10, 20, 30, 50, 70, or 100 mm pathlength.
- System should have facility of attaching Thermoelectrically Temperature Controlled Cell Holder, capable of controlling the sample and reference temperature from 7°C to 60° minimum using Peltier controller only.
- Vendor should supply system with a 1 pair of Quartz cuvette 10mm path length and USB based PC interface cable should be provided.
- Customer support lab address should be compulsorily provided.
- Dealers/Distributors/Channel partners should provide direct Authorization letter from the Principal Manufacturer/OEM which should be valid for 1 year.
- Local Manufacturers should provide complete process of manufacturing flow diagram step wise, manufacturing facility layout. Based on management decision, manufacturing site inspection should be arranged which should match with the documents provided.
- Branded PC- Windows 10/11, Intel i5 Processor with 8GB Ram & 512GB HDD should be provided with 21 inch Display.
- A suitable UPS and a printer should be provided with the instrument.
- Instrument should be provided with a 3 year warranty with AMC Charges for 4th & 5th Year to be quoted.
- Supplier should provide minimum 10 Service personnel Name, contact no. and email ids which are specifically based in Mumbai along with Service centre location details.

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Part A – TECHNICAL

Eligibility Criteria / List of Documents required for technical qualification

Bidder has to upload relevant documents online in a single .pdf file in Technical Cover -

Sr. no.	List of Documents required for technical qualification
1	GST Registration
2	Income Tax ITR filed of last three financial years
3	Chartered Accountant certified Turnover Certificate for last three years
4	Compliance of Bidder's offered product / services with our given technical specifications
5	List of Clients with relevant experience of supplied similar products / services, along with satisfactory performance report from any existing Client if available
6	Declaration (as per given format in Tender document)

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Part B – Commercial

Commercial / Financial bid submitted by bidder will contain the financial rates for items mentioned in the table and will be treated as Financial Bid.

The bidder shall quote the price / rate per quantity (Inclusive of all taxes and levies etc.) in enclosed BOQ excel file only. The bids prices quoted in any other formats will be rejected.

Bidder has to download enclosed BOQ excel file, then input Name of Organisation and Rate, save and upload it in Finance cover of tender during online bid submission.

Finance Bid Format:

Sr. no	Item Description	Unit / Quantity	Rate Per Quantity (Inclusive of all taxes and levies etc.) in figure to be entered by Bidder in INR	
			Rs.	P.
01	Supply of UV-VIS Spectrophotometer (Refer Tender document for details)	01		

Note :

1. Rate should be quoted online only
 2. Rate should be quoted in round figure.
 3. The Rates shall be FOR/CIF, at destinations/godowns/places indicated in the supply order 4.
- Tenderers are advised to read carefully the Terms and Conditions of supply and the Instructions to the Tenderers before recording the rates in this schedule.

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DECLARATION

(To be provided by bidder on Company letterhead)

Date: _____

To,

Registrar,
University of Mumbai

Sub: Acceptance of Terms & Conditions of Tender.

Respected Sir / Madam,

1. I/we hereby declare that I/we have read, understood and examined the General Terms and Conditions, Scope of Work, Material and Labour, Annexures, Formats, Schedule etc. mentioned in Tender document, which will form the part of contract agreement and I/we shall abide to the same.
2. The corrigendum(s) if any, issued from time to time have also been taken into consideration, while submitting In this acceptance letter.
3. I/we hereby declare to unconditionally accept all the Terms and Conditions mentioned in the tender document and corrigendum if any, in its totality.
4. I/We do hereby declare that our Company / Firm has not been blacklisted / debarred by any of the Govt. Department / Public Sector Undertaking / Pvt. Organisations.
5. I/we agree that University of Mumbai is not bound to accept the lowest rate L1 Bid, and rather may consider to finalise on Quality -cum- Cost-Based method.
6. I/ we certify that all information furnished by our Firm is true and correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your department/organisation may without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including forfeiture of the said earnest money deposit absolutely.

Your's faithfully,

(Signature of Bidder, with Official Seal)



Guidelines to Bidders for Online Bid Submission:

For any technical assistance on use of Electronic Tendering System, Bidders may call on :
24x7 Help Desk Toll Free Nos.:- 120-4001 002 / 0120-4001 005 / 0120-6277 787
and Email: support-eproc(at)nic(dot)in

Refer below on home page link of <https://mahatenders.gov.in>

- . Guidelines for hassle free Bid Submission
- . Bidders Manual Kit
- . FAQ
- . Information about DSC
- . Help for Contractor