



THE WEST BENGAL NATIONAL UNIVERSITY OF JURIDICAL SCIENCES

(An Autonomous Law University established by the West Bengal Act No. IX of 1999)

"Dr. Ambedkar Bhavan", 12, LB Block, Sector III, Salt Lake City, Kolkata - 700 106

Phone: (033) 2335 7397/ 0510/ 2811, 2569 4700 to 30 <> Fax: (033) 2335 7422/ 0511

E-mail: ao@nujs.edu <> Website: www.nujs.edu

Tender Ref. No.: WBNUJS/PurEnq/003/CF/2022-23

DATE: 14.06.2022

The West Bengal National University of Juridical Sciences, an Autonomous Law University established by the Act No. IX of 1999 of Govt. of West Bengal is in the process for procurement of the following item through the [Offline Tenders](#) under two cover bidding system (Technical+ Financial).

Item Description	Qty.
SUPPLY OF HEAVY DUTY CEILING FAN as per specifications (Preferably Crompton, Usha, Havells, Bajaj, CINNI or equivalent) – 1400 mm	200 Nos.

The potential and eligible bidders are required to visit the University website (<https://www.nujs.edu/home/tenders/>) for submission the bid with proper documentation with in bidding schedule. Interested Bidders are also requested to check the detailed corrigendum time to time through the University Tenders Portal which may be uploaded against this tender.

Critical Dates of Tender

Sl.No.	Particulars	Date	Time
1.	Date of Publication/ Download of Tender	14.06.2022	10.00 am
2.	Bid Submission Start Date	14.06.2022	10.00 am
3.	Bid Submission Close Date	27.06.2022	3.00 pm
4.	Opening of Bids	29.06.2022	3.00 pm

All quotation and manual bid should be submitted in the respective section of The W.B. National University of Juridical Sciences.

Address for the submission:

The Registrar (Acting)
The W.B. National University of Juridical Sciences
"Dr. Ambedkar Bhavan"
12, LB Block, Sector-III, Salt Lake City, Kolkata- 700 106

INSTRUCTION TO THE BIDDER

As per the decision of the University Authority, this tender document has been published on the University website (<https://www.nujs.edu/home/tenders/>). The bidders are required to submit hard copies of their bids at the respective section of the University.



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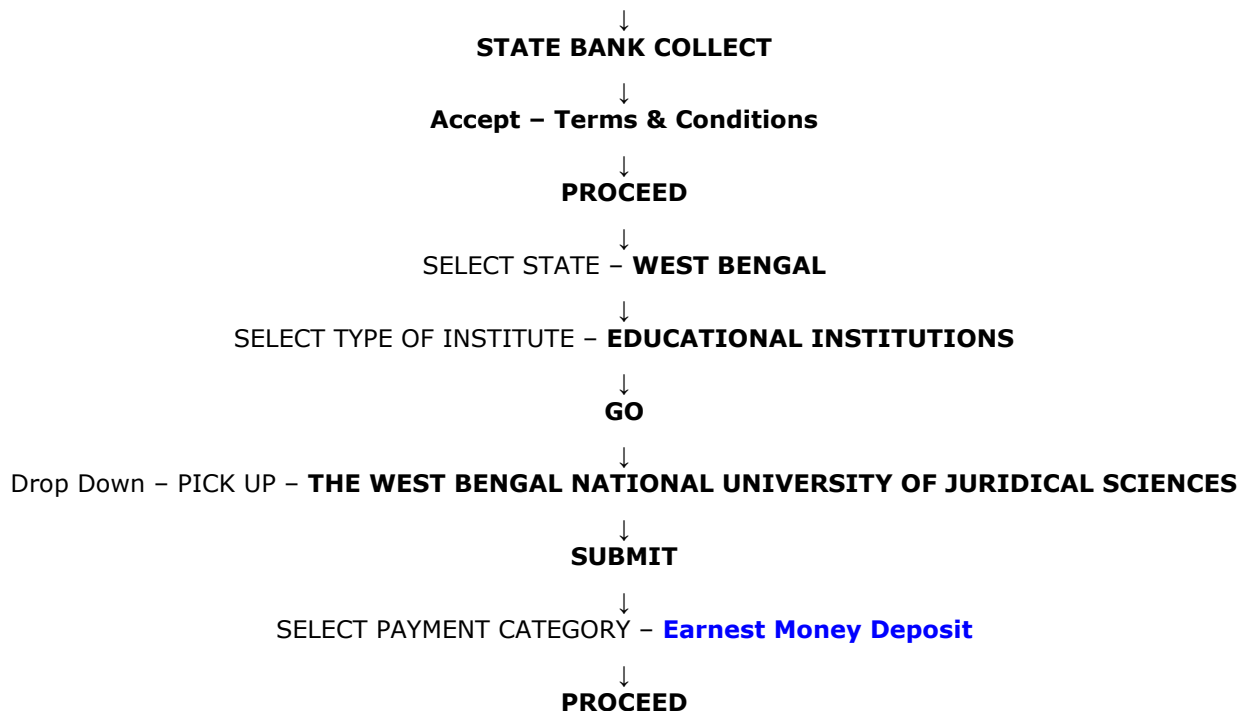
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IMPORTANT INFORMATION

NIT REF. NO.	:	WBNUJS/PurEnq/003/CF/2022-23	
ITEM DESCRIPTION	:	SUPPLY OF HEAVY DUTY CEILING FAN AS PER THE SPECIFICATION GIVEN IN ANNEXURE- I	
PERIOD OF STANDARED WARRANTY	:	3 YEARS ONSITE COMPREHENSIVE	
TENDER TYPE	:	OPEN TENDER	
NO. OF COVER	:	TWO (02) COVER SYSTEM	
DATE OF PUBLICATION OF TENDER	:	14.06.2022	
LAST DATE OF BID SUBMISSION	:	27.06.2022 upto 3.00 pm	
DATE OF OPENING OF TECHNICAL BID	:	29.06.2022 at 3.00 pm	
EARNEST MONEY DEPOSIT <i>(EMD is refundable to the unsuccessful bidders against the application made by the unsuccessful bidders after the financial bid evaluation, No interest shall be paid against the earnest money deposited).</i>	:	AMOUNT	Rs.10,000/-
		Online receipt of EMD through SBI Collect Payment Gateway as per instruction given below.	

Go to > <https://www.onlinesbi.com/sbicollect/icollecthome.htm>



Please share the **SBI Collect Reference Number** with a copy of fees receipt with bidding documents for proof of payment or reconciliation of fees.



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ERNEST MONEY DEPOSIT:

Earnest Money Deposit (EMD)/Bid Security as stated under IMPORTANT INFORMATION should be provided as applicable. The bid security should remain valid for a period of forty-five days beyond the final bid validity period.

A bidder's Bid Security will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required Performance Security within the specified period. The decision of the Competent Authority of WBNUJS Kolkata in this respect will be final and binding on all the stake holders.

A. EXEMPTION OF EARNERST MONEY DEPOSIT:

Earnest Money is to be submitted by the all bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or is registered with the Central Purchase Organization or the concerned Ministry or Department.

B. CONTACT INFORMATION:

Any queries relating to the tender document and the terms and conditions or technical specification, Bidders may contact to the following offices:

FOR ANY COMMERCIAL TERMS AND CONDITIONS:

Designated Officer: **The Chairman, Procurement Committee**
Department: **Store & Purchase Section, WBNUJS Kolkata**
Email ID: ao@nujs.edu
Telephone No: **+91-33-2569 4700 (Extn. 1040)**



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GENERAL TERMS AND CONDITION

A. PRE-QUALIFICATION CRITERIA:

- 1) Bidders should be the Original Equipment Manufacturer (OEM)/ Authorized Dealer/ Traders/ Registered SSI Units/ Bonafide Dealers etc. For the later, Letter of Authorization from original equipment manufacturer (OEM) on the same and specific to the tender should be enclosed. An authorized dealer is strongly discouraged to authorize another dealer to quote on their behalf.
- 2) The OEM/authorized dealer must have service support team for providing the after sale service for warranty and onsite service near WBNUJS Kolkata, preferably at Kolkata.
- 3) Bidder must have supplied similar equipments/ goods of equal value or more to any Govt. organization. Copy of valid order to be enclosed along with the technical bid.
- 4) Bidder will be responsible for delivery and installation of the goods /equipments.
- 5) Data/Specification sheet of the quoted model must be attached along with technical bid.
- 6) Technical compliance sheet with point wise explanation of the Specification as per **Annexure-VI** must be attached along with technical bid.
- 7) Bidder should upload the details of company profile along with technical and financial credibility as following:
 - Current Trade License, Incorporation Certificate (if Applicable)
 - Company PAN Card,
 - GST Registration certificate,
 - Up to date P-Tax Challan,
 - ITR and Profit and Loss statement with Balance Sheet for Last Three Financial Year etc.
 - Details Office Address with the details of contact person
 - Past Experience of Similar nature of Job in Government Organization.

B. BID VALIDITY:

The quoted price shall be valid for a period of 180 days from the date of financial bid opening of the tender. The institute may issue the order within 180 days from the date of opening of financial bid i.e. within the period of bid validity.

C. DELIVERY

The delivery of the consignment(s) is/are required to be made within 04- 05 weeks from the issue of the Purchase Order.



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D. PRICES:

The price should be quoted on **Door Delivery WBNUJS Kolkata** basis including installation and applicable Taxes, Charges etc. The bidder shall also show the amount of each item, the total of each section and the grand total of the whole tender.

E. PERFORMANCE SECURITY:

The supplier shall require to submit the performance security in the form of irrevocable bank guarantee issued by any Indian Nationalized Bank /Schedule Bank for an amount of **3 % (Three Percent)** of the order value within 10 days from the date of installation and should valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty. Compliance sheet of the Performance Security are mentioned in the specification.

The Performance Security will be forfeited and credited to the Institute's account in the event of a breach of contract by the supplier. The decision of the Competent Authority of WBNUJS Kolkata in this respect will be final and binding on all the stake holders. Performance Security may be refunded to the supplier without interest, after it duly performs and completes the contract in all respects.

F. PAYMENT :

The payment will be made within 30 days after completion of the successful installation, commissioning, demonstration of the whole system, imparting training. In case of Purchase Order value is equal or more than Rs. 5 Lac, Performance Security @3% of total Order value valid till 2 months beyond warranty period from the date of installation should be submitted before release of the payment.

1. **Advance payment:** No advance payment shall be made.

G. INSTALLATION:

Installation of the supplied goods/accessories to be done by the successful bidders at our site with your instruments, accessories, tools & tackles and by deploying appropriate manpower as required, at your own cost.

H. TRAINING:

Training on operation, routine maintenance shall have to be provided to the Scientist / Student / Technicians after the installation and commissioning at our site as needed and when requested to do so.

I. BANK CHARGES:

NEFT/RTGS/Out Station Bank Charges etc. to the beneficiary account.

J. SUPPORTING EQUIPMENT:

If equipment will require indigenous supporting instruments/accessories at the time of the installation, the same should be quoted in separate quotation.



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K. SERVICE FACILITY:

Supplier should mention about the possible service set up in India and how capable they are to provide after sales service.

L. AGENCY COMMISSION: No agency commission will be paid.

M. SITE PREPARATION:

The supplier shall inform the Institute about the site preparation, if any, needed for the installation of equipment, immediately after the receipt of the purchase order. The supplier must provide complete details regarding space and all the other infrastructural requirements needed for the equipment, which the Institute should arrange before the arrival of the equipment to ensure its timely installation and smooth operation thereafter.

The supplier shall visit the Institute and see the site where the equipment is to be installed and may offer his advice and render assistance to the Institute in the preparation of the site and other pre- installation requirements.

N. DOWNTIME:

During the warranty period if the problem is not resolved within three working days, a penalty will be imposed. Downtime will be counted from the date and time of the filing of complaint within the business hours.

O. AFTER SALES SERVICE:

After sales service should be provided satisfactorily as per the requirement of the Institute.

P. DISPUTES AND JURISDICTION:

Any legal disputes arising out of any breach of contract pertaining to this tender shall be settled in the court of competent jurisdiction located within Kolkata, West Bengal.

Q. FORCE MAJEURE:

The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

R. LIQUIDITY DAMAGES:

1 % per week of the order value will be applicable for belated supply towards liquidated damages



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subject to maximum of 10 % beyond the due date. Such amount will be deducted from any amount due or which may become due to supplier.

The condition regarding the execution of LD Clause as mentioned above is given bellow -

For Indigenous Order: Delivery/ Installation from the date of issue of Purchase Order

S. RESOLUTION OF DISPUTES:

The dispute resolution mechanism to be applied pursuant shall be as follows:

In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings.

The dispute shall be referred to the Director, Indian Institute of Science Education and Research (WBNUJS) Kolkata and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. The venue of the arbitration shall be the place from where the order is issued.

T. GOVERNING LANGUAGE:

The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

U. AWARD OF CONTRACT:

WBNUJS Kolkata shall award the contract to the technically eligible lowest bidder. If more than one bidder happens to quote the same lowest price, WBNUJS Kolkata reserves the right to award the contract to more than one bidder or any bidder.

V. PURCHASER'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD:

WBNUJS Kolkata reserves the right at the time of award of Contract to increase or decrease the quantity of items specified in the Schedule of Requirements without any change in price or other terms and conditions.

W. INDEMNITY:

The vendor shall indemnify, protect and save WBNUJS Kolkata against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the equipment supplied by him.



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X. TERMINATION FOR DEFAULT:

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- 1) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser; or
- 2) If the supplier fails to perform any other obligation(s) under the Contract.
- 3) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

- 1) "**Corrupt practice**" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 2) "**Fraudulent practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, 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 the Borrower of the benefits of free and open competition;"

In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated

Y. OFFICE FOR COMMUNICATION :

The Bidder is desirable to have an office in West Bengal and service delivery centre in or around Kolkata. The Bidder should mention in detail their support infrastructure including address, contact Phone No., Fax No., e-Mail ID etc. and modalities by which fast response to maintenance calls and minimum downtime will be ensured.



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ANNEXURE- I

TECHNICAL SPECIFICATIONS FOR HEAVY DUTY CEILING FAN

Sl. No.	Specification	Specify Maker and Model	Whether Complied or Not	If not mention deviation
1.	Sweep: 1400 mm (56")		Yes/ No	
2.	Power Input: 80 Watts		Yes/ No	
3.	Speed: 280 RPM		Yes/ No	
4.	No. of Blades: Three (3)		Yes/ No	
5.	Air Delivery: 270 CPM		Yes/ No	
6.	Single Phase		Yes/ No	
7.	100% Copper Winding		Yes/ No	

Note: These technical specifications are indicative not exhaustive, minor variation in technical specification will be accepted if the equipment found suitable during technical evaluation.

(Signature of the Authorized Person with Organization Seal)

Designation with Contact No:

Company Name:



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ANNEXURE- II

PRICE SCHEDULE FORMAT

The Bill of materials must be included in the technical offer as well as commercial offer. However, the Technical offer should not contain any price information.

PRICE SCHEDULE FOR GOODS - INR

Sl. No.	Item Description	Qty.	Units	Basic Rate	GST Rate	GST Amt.	Total Amount (without Taxes)	Total Amount (with Taxes)
1.	Heavy Duty Ceiling Fan							

* Warranty if being charged include in BoQ

Total Bid price in _____ in words

(Signature of the Authorized Person with Organization Seal)

Designation with Contact No:

Company Name:



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ANNEXURE- III

FORMAT OF MANUFACTURERS' AUTHORIZATION FORM

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letter head of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer].

Tender Ref.No with Date:

To

The Vice-Chancellor
The West Bengal National University of Juridical Sciences
"Dr. Ambedkar Bhavan"
12, LB Block, Sector-III, Salt Lake City, Kolkata- 700 106

Dear Sir,

We _____ who are established and reputable
Manufacturers of _____ having factories/office at

_____ (address of factory/office) do
hereby certify that _____
(Name of the Authorized Dealer) is our authorized dealer to quote against your tender enquiry
no _____ dated _____ .

We hereby extend our full guarantee and warranty in accordance with the General Conditions of Contract, with respect to the Goods / Services offered by the above authorized company.

Yours faithfully,

Name of the Signatory:

Contact Number

Name of Manufacturer

Seal and Signature



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ANNEXURE- V

**PERFORMANCE SECURITY FORM
MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To

The Vice-Chancellor
The West Bengal National University of Juridical Sciences
"Dr. Ambedkar Bhavan"
12, LB Block, Sector-III, Salt Lake City, Kolkata- 700 106

WHEREAS (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no. datedto supplies (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. This guarantee shall be valid until the Day of, 20.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

Note: Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

FOR SUPPLIER

FOR PURCHASER

Signature

Signature

Name.....

Name.....

Designation

Designation

Date

Date



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ANNEXURE- VI

BIDDER INFORMATION FORM

Company Name : _____
Registration Number : _____
Registered Address : _____

Name of Partners /Director : _____
City : _____
Postal Code : _____
Company's Establishment Year : _____
Company's Nature of Business : _____

Company's Legal Status (tick on appropriate option)
1) Limited Company;
2) Undertaking; 3) Joint Venture; 4) Partnership
5) Others (In case of others please specify)

Company Category
1) Micro Unit as per MSME
2) Small Unit as per MSME
3) Medium Unit as per MSME
4) Ancillary Unit; 5) SSI
6) Others (In case of others please specify)

CONTACT DETAILS

Contact Name : _____
Email Id : _____
Designation : _____
Phone No : _____
Mobile No : _____

BANK DETAILS

Name of Beneficiary : _____
A/c No. CC/CD/SB/OD : _____
Name of Bank : _____
IFSC No. (Bank) : _____
Branch Address and Branch Code : _____

OTHER DETAILS

Vendor's PAN No. : _____
Vendor's GST : _____

(Signature of the Authorized Person with Organization Seal)

Designation with Contact No:

Company Name:



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ANNEXURE- VII

DECLARATION REGARDING CLEAN TRACK/NO LEGAL ACTION (to be provided on letter head of the firm)

I hereby certify that the above firm namely _____ is neither blacklisted by any Central/ State Government/ Public Undertaking/ Institute nor any criminal case registered / pending against the firm or its owner / partners anywhere in India (or) against any of its branches (or) partners abroad.

I also certify that the above information is true and correct in any every respect and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

(Signature of the Authorized Person with Organization Seal)

Designation with Contact No:

Company Name:



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ANNEXURE- VIII

ACCEPTANCE OF TENDER

(TO BE PRINTED ON ORGANIZATION LETTER HEAD)

Tender Ref.No with Date:

To

The Vice-Chancellor

The West Bengal National University of Juridical Sciences

"Dr. Ambedkar Bhavan"

12, LB Block, Sector-III, Salt Lake City, Kolkata- 700 106

I/ We _____ (name and designation of the bidder) on behalf of _____ (name of the organization/company) have downloaded / obtained the tender document(s) for the above mentioned 'Tender from the University website (<https://www.nujs.edu/home/tenders/>). I/ We hereby certify that I/ we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), specification terms and condition etc.), which form part of the contract agreement and I/ we shall abide hereby by the terms / conditions / clauses contained therein. The corrigendum(s) issued from time to time by your organization have also been taken into consideration, while submitting this acceptance letter.

I/ We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety. I/ We do hereby declare that our organization/company has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking. I/ We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract.

(Signature of the Authorized Person with Organization Seal)

Designation with Contact No:

Company Name:



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Phone: (033) 2335 7397/ 0510/ 2811, 2569 4700 to 30 <> Fax: (033) 2335 7422/ 0511

E-mail: ao@nujs.edu <> Website: www.nujs.edu

ANNEXURE- IX

FORM OF BID-SECURING DECLARATION (To be printed on Organization Letter Head)

To

The Chairman, Purchase Committee
The West Bengal National University of Juridical Sciences
"Dr. Ambedkar Bhavan"
12, LB Block, Sector-III, Salt Lake City, Kolkata- 700 106

Ref: Tender Document No.

Dated _____

I/We, the undersigned hereby certify that if we withdraw or modify our Bid during the period of validity, or if we are awarded the contract and fail to sign the contract, or we fail to submit a performance security before the deadline defined in this tender document, we will be suspended for the period of **Three (3) years** from being eligible to submit Bids for contracts for which tenders are floated by the Institute.

Dated this _____ day of _____

For and on behalf of M/s. _____

Address: _____

Signature with Stamps _____



THE WEST BENGAL NATIONAL UNIVERSITY OF JURIDICAL SCIENCES

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ANNEXURE- X

CHECK LIST

PARTICULAR	BIDDER REMARKS
Name and address of the Bidder/Organization with Contact no and Email ID :	
Name and address of the foreign principal with Contact no and Email ID:	
Name and address of the company to whom order to be placed:	
Period Standard Warranty Offered:	
Whether comply to submit the Performance security.	
Whether the bidder comply to deliver and install the equipment/ instrument as per tender:	
Whether the bidder agreed to provide the after sale service during the warranty period as per the requirement of the institute:	
Whether the bidder quoted all the items/ component of the equipments as per the tender Specification:	
Whether the bidder uploaded the detailed technical specification/technical offer/ technical quotation of the item/equipment's:	
Whether the bidder uploaded the signed copy of all annexure including the check list:	
HSN/SAC code of the quoted item/equipment:	
Whether the item/equipment is duty free (upload proper documents / declaration in case of duty-free item):	
Whether the bidder uploaded all documents showing the technical eligibility and financial credibility:	
Whether the bidder agreed to provide clarification during the evaluation process of the tender:	
Whether uploaded the Authorization Certificate from the Principal/Manufacturer with contact information:	
Price bid should be submitted in excel format as per BOQ	

(Signature of the Authorized Person with Organization Seal)

Designation with Contact No:

Company Name: