NUJS

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

Ref. No.: WBNUJS/PC/NIT/FORSCIN/2023-24 NOTICE INVITING TENDERS DATE: 17.10.2023

The West Bengal National University of Juridical Sciences, an Autonomous Law University established under WBNUJS Act, 1999 (West Bengal Act IX of 1999) adopted by the West Bengal Legislature in July, 1999. The University was notified under Clause (f) of Section 2 of the UGC Act, 1956 in August 2004 and granted affiliation by the Bar Council of India is in the process for procurement of the following items through the Limited Tender from reputed brands.

Supply of Electronic Instruments as per Annexure -1 for School of Forensic Sciences at WBNUJS, Salt Lake, Kolkata

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, if any, 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 Online Publication/ Download of Tender	17.10.2023	4.00 pm
2.	Bid Submission Start Date	18.10.2023	10.00 am
3.	Bid Submission Close Date	03.11.2023	04.00pm
4.	Opening of Bids	will be informed	
5.	Validity of the Bid Documents	180 Days from the date of opening	

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

Raja Chakraborty Registrar

Address for the submission:

Registrar THE W.B. NATIONAL UNIVERSITY OF JURIDICAL SCIENCES "DR. AMBEDKAR BHAVAN" 12, LB BLOCK, SECTOR-III, SALT LAKE CITY, KOLKATA- 700 106





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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.

IMPORTANT INFORMATION

NIT REF. NO.	:	WBNUJS/PC/NIT/ FORSCIN/2023-24
ITEM DESCRIPTION	:	Supply of Electronic Instrument Items at WBNUJS Campus, Salt Lake, Kolkata
PERIOD OF WARRANTY	:	AS PER STANDARD
TENDER TYPE	:	LIMITED TENDER
NO. OF COVER		ONE COVER ENVELOPE
DATE OF PUBLICATION OF TENDER	1	17.10.2023
LAST DATE OF BID SUBMISSION	:	03.11.2023
DATE OF OPENING OF BID	:	will be informed latter
INSTRUCTION ON THE ENVELOPE	•	NIT REF NO, MENTIONED COMPANY'S NAME & ADDRESS, EMAIL ID and MOBILE NO OF CONTACT PERSON

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:

purchase@nuis.edu

Telephone No:

033-2569 4700 (Extn. 1040)

FOR ANY Technical Specification: School of Forensic Sciences 033-2569 4700 (Extn. 1050)





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GENERAL TERMS AND CONDITION

A. PRE-QUALIFICATION CRITERIA:

- Bidders should be the original equipment manufacturer (OEM) or an authorized dealer. 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 for items in Kolkata.
- 3) Bidder must have supplied similar goods of equal value or more to any Govt. organization. Copy of valid order and satisfactory completion certificate to be enclosed along with the bid.
- 4) Bidder will be responsible for delivery, erection, installation and commissioning of the goods.
- 5) Data/Specification sheet of the quoted model must be attached along with bid.
- 6) Bidder should submit the details of company profile along with technical and financial credibility as following:
 - Current Trade License, Incorporation Certificate (if Applicable)
 - · Company's PAN Card,
 - GST Registration certificate,
 - up to date P-Tax Challan,
 - ITR and Profit and Loss statement with Audited 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 opening of the tender. The University may issue the order within 180 days from the date of opening of bid i.e. within the period of bid validity.

C. DELIVERY

The delivery and commissioning of the consignment(s) is/are required to be made within 10 days from the issue of the Work Order.





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D. PRICES:

The price should be quoted on **Door Delivery WBNUJS Kolkata** basis including 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. PAYMENT:

The payment will be made within 30 days after completion of the successful installation, commissioning, demonstration of the whole system, imparting training.

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

F. <u>INSTALLATION:</u>

Installation and commissioning 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 within 7 days from the date of delivery.

G. TRAINING:

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

H. BANK CHARGES:

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

I. SERVICE FACILITY:

Vendor should mention about the possible service set up in India and the contact details of the contact person.

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

K. AFTER SALES SERVICE:

After sales service should be provided satisfactorily as per the requirement of the University. Onsite service free of cost should be provided during warranty period.

L. 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.





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M. FORCE MAJEURE:

The Vendor 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.

N. LIQUIDITY DAMAGES:

1 % per week of the order value will be applicable for belated supply towards liquidated damages subject to maximum of 10 % beyond the due date. Such amount will be deducted from any amount due or which may become due to Vendor.

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 Work Order

O. 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 vendor 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 Vice Chancellor, The West Bengal National University of Juridical Sciences (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 Vendor, 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.

P. 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.





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Q. 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.

R. 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.

S. 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.

T. TERMINATION FOR DEFAULT:

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

- 1) If the Vendor fails to deliver, erect, install and commission 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 Vendor fails to perform any other obligation(s) under the Contract.
- 3) If the Vendor, 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 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 Vendor shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Vendor shall continue the performance of the

Contract to the extent not terminated.

U. 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

Brand

TECHNICAL SPECIFICATION

SI. No.		Specification	Preferred Company
1	Double Door Refrigerator	Capacity- 260 lit (Minimum) Frost Free Cooling Locking System enabled, Inbuilt stabilizer 4-star ratings (Minimum) 1 year warranty and 10 years warranty for compressor	Whirlpool / Samsung/LG/Bluestar/ Voltas
2	Microscopic Camera with Digicam Imaging Software	Sensor Model: CMOS 5.5 MP, Mode: Progressive, Max. Resolution: 2592 x 1944, Sensor Size: 1 / 2.5" (Sony Sensor), Pixel Size: 2.2 µm x 2.2 µm, G Sensitivity: 400 mV with 1 / 30s Accumulation, Dynamic range: 70dB, A/D Converter: 12-bit Parallel, 8-bit R.G.B. to PC, S N Ratio: 62dB, Spectral Range: 380-650nm (With IRfilter) Schott-German D263T Frame Size and Rate: 6fps @2592 x 1944, 15fps @1360 x 1025, 30fps @640 x 480 Binning: 2X2 & 4X4 Mode: Dual (Mono / RGB), Exposure: Normal Exposure 0.22-119.37ms, Long Exposure: 119.37ms-4000ms ROI: Auto & Manual, Color Rendering Technique: Ultra Fine TM Color Engine, White Balance: One Push White Balance / Manual, Capture / Content API: Temp-Tint Adjustment Twain Capture Mode: Still Picture and Video Camera Dimensions: 60 x 60 x 40 mm. Camera Casing: Metal Alloy Diecasting Data Transfer: USB 3.0 5 Gbps interface ensuring high speed data	Dewinter



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3	Dry Hot Air Oven	Microprocessor PID controller with timing function Double layer glass door, large viewing window Internal 420 x 395 x 350 mm, External 720 x 590 x 520 mm, Chamber volume: 50 liters Temp. range: RT+ 10°C – 300°C Timing range: 1 – 9999 min Timing accuracy: ± 1°C Shelves 2 nos Powe 1100w	REMI / Riviera
4	Mini Rotary Shaker	Power 220 – 240 V Shaking moment: Orbital Shaking orbit: 10 mm Motor type: Shadedpole motor Speed range: 80 – 180 RPM; Speed indicator: Digital Platform Size: 7" x 11" Run type: Continuous/touch operation Overall Dimension: 270x260x256 mm Digital countdown timer: 15 minutes	REMI / Riviera
5	Micro Centrifuge	Max speed 15000 rpm, LCD Display supplied with 12x1.5 ml / 2.0 ml & amp; PCR Strip Rotor (2 x 8 x 0.2 ml)	REMI
6	Compact Laboratory Centrifuge with accessories	Max. speed 4400 rpm with speed regulator, safety lid lock, digital speed meter & amp; timer with accessories 8 x 15 ml. swing out head with graduated glass tubes. 8 x 15 ml. angle head with polypropylene tubes.	REMI
7	Electronic Analytical Balance	Weight range: 0.001 gm – 300 gm Weighing plate size: 12-220 mm x 120- 350 mm	HIMEDIA/Riviera





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8 Magnetic Stirring Capacity: 1 L Stirrer with Hot plate and digital speed indicator 1MLH Stirring Capacity: 1 L Healing Capacity: 1 L Healing Capacity: 200 X 200 C Healing Capacity: 1 L Plate Healing Capacity: 1 L Healing Capacity: 1 L Plate Healing Capacity: 1 L Healing Capacity: 1 L Plate Healing Capaci		REMI/Riviera	
9	Heating Mantel	Flask capacity 1 L Flask dimension: 135 mm Exterior: 310x330x160 mm Electrical requirement: 1.5 A	BOROSIL / RIviera
		Power consumption: 300 W Working temperature: 5°C- 400 - 420°C	
10	Water bath	Capacity: 15 Ltr. Adopters: 6 Concentric Temperature: RT + 5°C up to 99°C	REMI

^{*}Order will be placed as per requirement.





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Annexure -II

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,	2 14 722		
We who	o are establi	shed and reputa	ible
Manufacturers of	having	factories/office	at
	(address of	factory/office)	do
hereby certify that			
(Name of the Authorized Dealer) is our authorized dealer to qu	ote against	your tender enq	uiry
no dated			

Yours faithfully,

Name of the Signatory: Contact Number Name of Manufacturer Seal and Signature





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ANNEXURE- III

PAST EXPERIENCE (LIST OF GOVT. ORGANIZATION/DEPARTMENT)

List of Government Organizations/ Private Organisations for whom the Bidder has undertaken such work during last three years (must be supported with supply orders)								
Name of the organization	Name of Contact Person/ User with Designation	Year of Supply/ Installation	Contact No.					
	Pa / Pa / Pa / Pa							
e 8	_							

(Signature of the Authorized Person with Organization Seal)

Designation with Contact No: Company Name:



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ANNEXURE-IV

PERFORMANCE SECURITY FORM (MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

(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
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 vendor, up to a total of
We hereby waive the necessity of your demanding the said debt from the vendor 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
(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 banke 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.





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ANNEXURE- V

BIDDER INFORMATION FORM

(TO BE PRINTED ON ORGANIZATION LETTER HEAD)

Company Name Registration Number	
Registered Address	: <u></u>
Name of Partners / Director	1
City	:
Postal Code	:
Company's Establishment Year	:
Company's Nature of Business	· 1
Company's Legal Status	1) Limited Company;
(tick on appropriate option)	2) Undertaking; 3) Joint Venture; 4) Partnership
	5) Others (In case of others please specify)
Company Category	1) Micro Unit as per MSME
company caregory	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	1
OTHER DETAILS	
Vendor's PAN No.	:
Vendor's GST	





Designation with Contact No:

Company Name:

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ANNEXURE-VI

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 neithe
blacklisted by any Central/ State Government/ Public Undertaking/ Univer	sity nor any criminal cas
registered / pending against the firm or its owner / partners anywhere	in India (or) against ar
of its branches (or) partners abroad.	
I also certify that the above information is true and correct in any every resp	ect and in any case at a
later date it is found that any details provided above are incorrect, any contr	ract given to the above
firm may be summarily terminated and the firm blacklisted.	
(Signature of the Authorized Person with Organization Seal)	





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ANNEXURE-VII

ACCEPTANCE OF TENDER

(TO BE PRINTED ON ORGANIZATION LETTER HEAD)

Tender Ref. No v	with Date:
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Terror Herrito Hillians						
То						
The Vice-Chancellor The West Bengal National University of Juridic "Dr. Ambedkar Bhavan" 12, LB Block, Sector-III, Salt Lake City, Kolkata-700						
I/ We	(name o				e bidder) on downloaded /	
the tender document(s) for the					University terms and cor	
the tender documents (including all documents like annexure(s)						
of the contract agreement and I/ we shall corrigendum(s) issued from time to time submitting this acceptance letter.						
in the second	the tender	conditions	of above	mentioned	tender docu	ument(s)

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.





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ANNEXURE-VIII

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

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 herby 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 University.

Dated this ______ day of ______

For and on behalf of M/s.______

Signature with Stamps_____





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ANNEXURE- IX

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:	
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 University:	
Whether the bidder quoted all the items/ component as per the tender Specification:	
Whether the bidder uploaded the detailed technical specification/ offer/ 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 if any:	
Whether the item/equipment is duty free (upload proper documents / declaration in case of duty-free item):	
Whether the bidder submitted 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	





(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

ANNEXURE-X

PRICE OFFER

Sl No	Name	QTY (Nos)	Quoted Make	Quoted Model	Rate in Rs. (for per unit)	GST	Total Amount
1	Double Door Refrigerator	01					
2	Microscopic Camera with Digicam Imaging Software	01			9		
3	Dry Hot Air Oven	01	el 1				
4	Mini Rotary Shaker	01				+:	
5	Micro Centrifuge	01					
6	Compact Laboratory Centrifuge with accessories	01					
7	Electronic Analytical Balance	01					
8	Magnetic Stirrer with Hot plate and digital speed indicator 1MLH	01					
9	Heating Mantel	01					
10	Water bath	01					

