



# 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/GEYSER /2023-24

DATE: 17.10.2023

## NOTICE INVITING TENDERS

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 from reputed brands mentioned below through the Limited Tender from reputed brands.

Item Description			
Supply of Following Items at WBNUJS, GB BLOCK, Sector III , 2 <sup>nd</sup> Campus (Hostel Block), Sector – III , Salt Lake, Kolkata 106			
Sl. No	Items	No of Quantity	Minimum Warranty period
1	GEYSER (20 Litres) (Vertical)	08	STANDARD WARRANTY
2	GEYSER (20 Litres) (Horizontal)	08	STANDARD WARRANTY
3	Solo Micro-Oven (20 Litres)	04	STANDARD WARRANTY
4	Glass Induction Cooktop (2000 watt and above)	01	STANDARD WARRANTY

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 in the sealed envelopes in the Registrar Office/Security Desk of the University.

### IMPORTANT INFORMATION

NIT REF. NO.	:	WBNUJS/PC/NIT/GEYSER /2023-24
ITEM DESCRIPTION	:	AS MENTIONED ABOVE (Geyser/Solo Micro Oven/Glass Induction Cooktop)
PERIOD OF WARRANTY	:	STANDARD WARRANTY
TENDER TYPE	:	LIMITED TENDER
NO. OF COVER	:	ONE
DATE OF PUBLICATION OF TENDER	:	18.10.2023
LAST DATE OF BID SUBMISSION	:	03.11.2023
DATE OF OPENING OF BID	:	Will be informed
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@nujs.edu](mailto:purchase@nujs.edu)**  
Telephone No: **033-2569 4700 (Extn. 1040)**

FOR ANY Technical Specification: Campus Supervisor **033-2569 4700 (Extn. 1050)**







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### GENERAL TERMS AND CONDITION

#### **A. PRE-QUALIFICATION CRITERIA:**

- 1) 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 all the items no 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 PAN Card,
  - GST Registration certificate,
  - up to date P-Tax Challan,
  - Details Office Address with the details of contact person

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

#### **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.





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### **E. PAYMENT :**

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

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

### **F. INSTALLATION:**

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.

### **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.

### **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







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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.

### **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







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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 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 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

### Technical Specification

Sl No	Name	Capacity	QTY(A)	Specification
2	WATER STORAGE GEYSER (Horizontal)	(20 Litres)	08*	1. Should have Five Star Rating. 2. Auto off Function. 3. Inner Tank should be of Glass. 4. Inlet & Outlet connector of water should be of brass.
4	WATER STORAGE GEYSER (Vertical)	(20 Litres)	08*	-DO-
5	Solo Micro-Oven	(20 Litres)	04*	20L Capacity: Suitable for singles and small families Solo: Can be used for Reheating, Melting and Cooking Special Features : Anti bacterial cavity, Auto Defrost, Overheating Protection, Timer Option Mechanical Knob is an Easy-to-use Control that can have a long life No. of Programmes: Auto Defrost, Overheating Protection, Timer Option Child Safety Lock: Ensures complete safety especially for homes with young children
6	Glass Induction Cooktop	(Minimum 2000 watt)	01	2000 watts and above, Automatic Whistle Counter, Automatic Keep Warm Function Built in Indian Menu, Dual Heat Sensor Automatic Voltage Regulator, Anti Magnetic Wall, Feather Touch Buttons.

*\*Order will be placed as per requirement.*

(Signature of the Authorized Person with Organization Seal)

Designation with Contact No:

Company Name:







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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,

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- 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.

(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)

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. .... dated ..... to 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 vendor, 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 vendor 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 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 ....., 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 Vendor

Signature .....

Name.....

Designation .....

Date .....

#### FOR PURCHASER

Signature .....

Name.....

Designation .....

Date .....







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## ANNEXURE- V

### BIDDER INFORMATION FORM

(TO BE PRINTED ON ORGANIZATION LETTER HEAD)

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:





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Company Name:

### 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 neither blacklisted by any Central/ State Government/ Public Undertaking/ University 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- VII

### 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 (\_\_\_\_\_). 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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## ANNEXURE- VIII

### 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 University.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

For and on behalf of M/s. \_\_\_\_\_

Address: \_\_\_\_\_

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 specification/technical 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	

(Signature of the Authorized Person with Organization Seal)

Designation with Contact No:

Company Name:



### ANNEXURE- X

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## 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

### PRICE OFFER

Sl No	Name	Capacity	QTY(A)	Quoted Make	Quoted Model	Rate in Rs. (for per unit)	GST	Total Amount
1	WATER STORAGE GEYSER (Horizontal)	(20 Litres)	08					
2	WATER STORAGE GEYSER (Vertical)	(20 Litres)	08					
3	Solo Micro-Oven	(20 Litres)	04					
4	Glass Induction Cooktop	(Minimum 2000 watt)	01					

(Signature of the Authorized Person with Organization Seal)

Designation with Contact No:

Company Name:

