

(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

DATE: 20.01.2023

Ref. No.: WBNUJS/PurEnq/012/Vendors/2022-23

EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF VENDORS

The West Bengal National University of Juridical Sciences, an Autonomous Law University established under the WBNUJS Act, 1999 (West Bengal Act IX of 1999) adopted by the West Bengal in July, 1999. The University was notified under Clause (f) of Section 2 of the UGC Act, 1956 in August 2004 and has been granted permanent affiliation by the Bar Council of India in July 2005 is in the process of **Empanelment of Suppliers and Vendors** for the University.

The University intends to register/empanel the Firms/ Companies/ Agencies/ Contractor/ Vendors from **Kolkata** surrounding based who are in the business of manufacturing, distributors, supplier, dealers, marketing of goods and services of the specified categories (as per latest renewal of Trade license). The main object of registration of firms/agencies as approved vendors is to have a broad-based panel of technically capable, financially sound and reliable sources of supply to which enquiries can be addressed for the University purchases. **Those who has submitted bid documents in response to our earlier advertisement in last year need not to submit again.**

Item Description	Period
EOI FOR EMPANELMENT OF VENDORS FOR PROVIDING	FOR A PERIOD OF 2 YEARS
GOODS AND SERVICES OF THE SPECIFIED CATEGORIES	(Further 1 year may be extended)

Sl. No.	Code	Vendor Categories
1.	NUJSEV01	Furniture (Laboratory, Steel and Wooden etc.)
2.	NUJSEV02	Stationary Items
3.	NUJSEV03	Furnishing & Liveries Items
4.	NUJSEV04	House Hold Items
5.	NUJSEV05	Computer Peripherals and Consumables
6.	NUJSEV06	Consumer Durable items
7.	NUJSEV07	Sports and Gymnasium Items
8.	NUJSEV08	Medicine & Drugs and Medical Equipment's
9.	NUJSEV09	Covid- 19 Items
10.	NUJSEV10	Catering, Food and Beverage etc.
11.	NUJSEV11	Hiring Vendor for Decorators for Chair, table, table cover etc.
12.	NUJSEV12	Design, Printing and Publication
13.	NUJSEV13	All kind of Mementos and Gifts.
14.	NUJSEV14	Transport and car hiring related services etc.
15.	NUJSEV15	Hotel, Guest House, Accommodation related services etc.
16.	NUJSEV16	Digital Photography etc.
17.	NUJSEV17	Minor Civil/ Electrical/ Hardware Items etc.
18.	NUJSEV18	Other, Please specify



(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

·

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	20.01.2023	10.00 am
2.	Bid Submission Start Date	20.01.2023	10.00 am
3.	Bid Submission Close Date	10.02.2023	5.00 pm
4.	Opening of Bids	Intimated Later at University Website	
5.	Validity of the Bid Documents	90 days from the date of opening	

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 ACCOUNTS OFFICER & THE CHAIRMAN, PC
OFFICE OF THE FINANCE & ACCOUNTS
THE W.B. NATIONAL UNIVERSITY OF JURIDICAL SCIENCES
"DR. AMBEDKAR BHAVAN"

12, LB BLOCK, SECTOR-III, SALT LAKE CITY, KOLKATA- 700 106

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/PurEnq/o12/Vendors/2022-23		
ITEM DESCRIPTION	:	EOI FOR EMPANELMENT OF VENDORS OF GOO AND SERVICES OF THE SPECIFIED CATEGORIE		
TENDER TYPE	:	EXPRESSION OF INTEREST		
NO. OF COVER		ONE COVER SYSTEM		
DATE OF PUBLICATION OF TENDER	:	20.01.2023		
LAST DATE OF BID SUBMISSION	:	: 10.02.2023 upto 5.00 pm		
DATE OF OPENING OF TECHNICAL BID	:	: Intimated Later and Follow Our Website		
EARNEST MONEY DEPOSIT (EMD is refundable to the unsuccessful bidders against the	online receipt of EMD through SBI Collect Pa		Rs.5,000/-	
application made by the unsuccessful bidders after the financial bid evaluation, No interest shall be paid against the earnest money deposited).			,	



(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

.....

All participants are requested to follow the Instructions for making the payment through SBI Collect –

- · Access https://www.onlinesbi.com/sbicollect/icollecthome.htm
- · Click Check box to accept 'Terms & Conditions'
- · Then click on 'Proceed'
- Then click on 'State of Corporate / Institution'
- · Select State as 'West Bengal'
- Select Type of Category as 'Educational Institutions'
- · Click on 'Go'
- · Select the Institutions Name as 'The West Bengal National University of Juridical Sciences'
- · Select the Payment Category as "Earnest Money Deposit'

Please don't use any **Special Character** during filling the information, keep the SBI Collect Reference Number with a copy of receipt for reconciliation of fees at our end, if any.

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

EARNEST 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.

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.

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 AO and Chairman, Procurement Committee
Department: Store & Purchase Section, WBNUJS Kolkata

Email ID: ao@nujs.edu

Telephone No: +91-33-2569 4700 (Extn. 1040); +91- 9874987361



(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

.....

BENEFITS OF THE VENDORS REGISTERED WITH WBNUJS KOLKATA:

- (a) Tender enquiries against demands which are not advertised, are sent to the Registered firms.
- (b) In case of advertised/Limited Tender Enquiries, copies of the tender notices may be sent to Registered Firms giving them advance intimation/information to enable them to purchase the tender sets.
- (c) Rate Contracts and Running Contracts are generally awarded to registered firms. Empanelment/ Registration Procedure. Procedure for empanelment of vendors with WBNUJS Kolkata -
 - 1. The applicant should clearly read all the pages of the document.
 - 2. Correct/relevant information/data have to be furnished by the vendors.
 - 3. The applicant should make sure before applying for a particular type of Category of work/item.
 - 4. Service providers / suppliers shall have to fill and submit the Registration Form along with required documents and fees to "The Accounts Officer & The Chairman, Procurement Committee, The W.B. National University of Juridical Sciences, "Dr. Ambedkar Bhavan", 12, LB Block, Sector-III, Salt Lake City, Kolkata- 700 106" through Speed Post/ Courier/ By Hand etc.
 - 5. Applications incomplete in any respect, viz. non-submission of any required document or information, or fee in requisite amount are liable for rejection.
 - 6. Vendors / Firms registered with DGS&D, NSIC, NCCF (for items specified by NCCF), shall be considered for registration/empanelment at WBNUJS Kolkata, on the basis of Registration Certificate of such agencies along with other certified documents.
 - 7. The following essential documents (whichever is applicable) should accompany with the Registration form:
 - ✓ GST No.
 - ✓ Valid Trade License/Factory License for the relevant job / work.
 - ✓ Income Tax Permanent Account No. (In the name of the firm, if not a proprietorship firm)
 - ✓ Memorandum of Article of Association, Certificate of Incorporation, Partnership Deed, Registration Certificate issued by the Registrar of Firms etc.)
 - √ Registration certificates with DGS&D/NCCF (In alternative, an proof thereof can be admissible)
 - ✓ Current dealership agreement from Principal along with SSI/NSIC certificate if any.
 - ✓ Audited balance sheet or Profit & Loss account for last three years.
 - ✓ Annual turnover certificate for last three years duly certified by a CA firm.
 - ✓ ISO Certificate, if any.



(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

- ✓ A notarized certificate that the vendor hasn't been black listed by any institution of the Central/State government/any PSU, University; Institute etc. in the past three years should be submitted.
- ✓ Institute may ask the registered vendor/supplier to submit any other certificate from time to time as it may deem fit.
- 8. On receipt of the Registration Form along with the requisite documents as mentioned above, the supplier shall be registered with the WBNUJS Kolkata after Scrutiny.
- 9. The firm will be considered for **Registration**/ **Empanelment for an initial period of 2(two)** year and their registration will be considered for renewal for one year subject to satisfactory performance of the firm during initial registration period. At the end of the period, the registered suppliers(s) willing to continue with registration are to apply afresh for renewal of registration. New supplier(s) may also be considered for registration any time, provided they fulfil all the required conditions.
- 10. After getting all the required fee, information & documents from the Applicant, the Registration Number will be issued to the supplier with the following details: (1) Registration No. (2) Vendor Trade Group/ Category No. along with description.

TERMS AND CONDITIONS:

General Clause:

- i) The said registration qualifies a particular vendor for consideration for issue of tender papers in case of Limited Tenders for relevant category only for which vendor is registered/ empanelled. However, this will not give any claim to the party for award of work / purchase order.
- ii) The Registered Office / Branch Office of the vendors should be in Kolkata.
- iii) WBNUJS Kolkata reserves the rights to accept, consider or reject any or all applications without assigning any reasons thereof. The decision of WBNUJS Kolkata in respect of registration of parties for various categories of work/items shall be final and binding on all concerned registered firms/vendors in the panel of WBNUJS Kolkata.
- iv) Vendors once empanelled, shall have to promptly reply to all the enquiries, execute orders as per the order terms of WBNUJS Kolkata and keep the Institute informed of new products/ developments / innovative ideas that shall help reduce the cost and improve quality, reliability, etc.
- v) In case of empanelled vendor is found in breach of any terms & condition(s) of WBNUJS Kolkata or supply/work order, at any stage during the course of supply / installation or warranty period, the legal action as per rules/laws, shall be initiated against the vendor and Security Deposits shall be forfeited by WBNUJS Kolkata, besides debarring and blacklisting the vendor concerned for at least three years for further dealings with WBNUJS Kolkata.
- vi) The vendor should not assign or sublet the empanelment or any part or it to any other vendor in any form. Failure to do so shall result in termination of



(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

.....

empanelment. Any vendor can get registered and empanelled any time throughout the year. All those firms which are registered and confirmed shall be entertained for various queries.

- vii) All registered firms are expected to maintain absolute integrity, follow a decent standard of business ethics and do nothing unbecoming of a registered supplier. In all future correspondence with WBNUJS Kolkata, empanelled vendors are required to quote the Registration No.
- viii) The WBNUJS Kolkata has all the rights reserved to add/delete/alter of the items and to amend/add any of the terms and conditions included in the registration granted to firms with effect from any date, without assigning any reason(s) for the same.

PRICE VARIATION CLAUSE:

During the validity of the empanelment including the extended period, if the vendor sells any empanelled item to any other department / Organization at a price lower than the price fixed for WBNUJS Kolkata, the vendor must voluntarily pass on the price difference to WBNUJS Kolkata with immediate effect.

INDEMNITY:

The selected vendor shall indemnify the WBNUJS Kolkata and user departments against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied items and related services or any part thereof. WBNUJS Kolkata / User department stand indemnified from any claims that the vendor's manpower may opt to have towards the discharge of their duties in the fulfilment of the purchase orders.

TERMINATION OF EMPANELMENT IN CASE OF DEFAULT:

- i) Default is said to have occurred (1) if the vendor fails to deliver any or all of the services within the time period(s) specified in the purchase order or any extension thereof granted by WBNUJS Kolkata, (2) If the vendor fails to perform any other obligation(s) under the empanelment and (3) If vendor does not respond the Limited Tender Enquiry/quotation for WBNUJS Kolkata.
- ii) If the vendor, in either of the above circumstances, does not take remedial steps within a period of 15 days after receipt of the Default Notice from WBNUJS Kolkata (or takes longer period in-spite of what WBNUJS Kolkata may authorize in writing), WBNUJS Kolkata may terminate the empanelment/Purchase Order in whole or in part.
- iii) In case of Default, no Security Deposit amount will be refunded to the Registered suppliers/vendors.

ELIGIBILITY CRITERIA:

The following are the eligibility criteria for empanelment of Vendors. The Vendors should have –

i) The vendor should be able to execute all kinds of assignment in their respective fields.



(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

- ii) Minimum 5 (Five) years' experience with experience of work undertaken for Government/ Public Sector Undertaking/ Autonomous Body and Educational University's like NLUs, CFTIs, IIMs, IITs, IISERs, NITs etc.
- iii) Annual average turnover per annum during the last three financial years.
- iv) The bidder should have not been debarred/black listed/should have not been terminated /ceased without completing the entire duration of contract period by any Central/State Govt. Department, Public Sector Undertaking, Autonomous Bodies, Academic Institutions, CFTIs etc. during past five years from the last date of submission of bids.
- v) The Vendor should have PAN Number and GST Registration.

LIST OF DOCUMENTS TO BE SUBMITTED WITH THE APPLICATION (as applicable):

- i) Tender Acceptance Letter as per **Annexure- V**.
- ii) Brief profile of the Empanelled Vendor as per **Annexure-I**.
- iii) Vendor Structure (whether Partnership Firm/Sole Proprietor/a Limited Company etc.).
- iv) Copy of Permanent Account Number (PAN) in the name of the firm, if not proprietorship firm.
- v) Copy of GST Registration Certificate.
- vi) Form of Bid Securing Declaration (if applicable)
- vii) Valid document in support of Registered/ Branch office nearby location in Kolkata etc.
- viii) Annual turnover (as mentioned category wise for previous three financial years of the Vendor duly certified, Audited Balance Sheet (Last 3 Financial Year i.e. 2021-22, 2020-21 & 2019-20) by a Chartered Accountant.
- ix) Self-Declaration about Non-Black Listing as per Annexure- IV.
- x) List of 5 major clients from Govt./ PSU/ Higher Education University / Central Universities / NLU/ IIT / IIM/ IISER/ NIT etc. (as per **Annexure- III**).
- xi) Details of experience in dealing with Govt./ PSU/ Higher Education Institution/ Central University, Autonomous Bodies and professional University's like IIMs, IITs. Copy of letter of empanelment along with satisfactory completion certificates from at least two Govt. Depts./ PSUs/Autonomous Bodies/ reputed commercial organizations towards providing similar services during last 5 years from the last date of submission of bid.
- xii) Duly signed and stamped of the entire tender document along with its addendum/corrigendum, if any.
- xiii) All other documents, as required in terms of the tender, to claim eligibility.

Note: University may ask the vendor to submit any other certificate/ document as it may deem fit



(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

·

SUBMISSION OF BID:

The bids (Technical) duly signed Authorized Signatory should be submitted in a separate sealed envelope as described below:

"EOI FOR EMPANELMENT OF VENDORS OF GOODS AND SERVICES OF THE SPECIFIED CATEGORIES" with Reference No. of Tender and to be submitted at:

THE ACCOUNTS OFFICER & THE CHAIRMAN, PROCUREMENT COMMITTEE THE W.B. NATIONAL UNIVERSITY OF JURIDICAL SCIENCES "DR. AMBEDKAR BHAVAN"

12, LB BLOCK, SECTOR-III, SALT LAKE CITY, KOLKATA- 700 106

AWARD OF CONTRACT:

Period of Empanelment: The empanelment will be initially for a period of **Two (02) years** which may be extended further one (01) year with mutual consent, subject to satisfactory performance.

The Successful Bidder should accept the offer within 10 days from the date of receipt of "Letter of Offer", failing which the offer will be cancelled.

Agreement: The successful bidder will have to execute an agreement on a **non-judicial stamp paper worth Rs.100/-.** The cost of the stamp duties for the execution of the agreement will be borne by the vendor.

- i) WBNUJS, Kolkata reserves the right to engage one or more agencies at a time and to cancel the Contract at any time without assigning any reason.
- ii) WBNUJS, Kolkata reserves the right to modify/change/delete/add any further terms and conditions prior to the issue of work order.
- iii) It is clearly understood by the parties that no financial liability of any type is created by issuance of the letter of empanelment.
- iv) The University does not guarantee any minimum business or assignment which will depend on the requirements, financial resources available and your performance.

TERMS OF CONTRACT:

i) WBNUJS, Kolkata is being a Premier Law Educational University, many of the requirements could be of emergent in nature. The empanelled vendor has to respond to such requirements at short notice despite holidays/beyond office hours.

PENALTY CLAUSE:

- i) WBNUJS, Kolkata shall have discretion to give any work to any empanelled vendor selected through limited tendering process and the other vendor will not have to claim for the work.
- ii) The empanelled vendor is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to University's interest. Vendor will maintain



(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

.....

confidentiality on matters disclosed till proper instruction is issued from time to time. WBNUJS, Kolkata reserves the right to impose penalty in case of any violation of the above.

- iii) The vendor will not be allowed to assign or sublet the empanelment or any part of it to any other vendor/vendor in any form. Failure to do so shall result in the termination of empanelment.
- iv) The performance of the Vendor shall be regularly reviewed on the key parameters of initiative, competency and response time and participation in the tendering process. In the event that Vendor fails to meet our requirements, we shall be constrained to terminate the empanelment by serving one month's prior notice.
- v) If the services of the vendor are not found satisfactory, the Vice-Chancellor, WBNUJS, Kolkata shall have the right to cancel the empanelment at any time without assigning any reason and without any financial compensation to the vendor.
- vi) The University will have the right to drop any Vendor from the empanelled list without assigning any reason whatsoever. University also reserves the right to modify the Terms and Conditions for empanelled Agencies.
- vii) In case of any disputes on execution of the work during the period of contract, the decision of the Vice-Chancellor, WBNUJS, Kolkata shall be binding and final, agreeable in full by both the parties. Any legal disputes shall be subject to Kolkata jurisdiction.

PERFORMANCE SECURITY:

- i) The EMD of empanelled vendor shall be automatically converted to Performance Security.
- ii) In case of breach of contract, performance security shall be forfeited and the vendor shall be blacklisted for such period as decided by the competent authority in addition to termination of the empanelment.
- iii) Performance Security shall be returned to the empanelled vendor without any interest, whatsoever, after completion of two year or any extension of empanelment period.
- iv) The Performance Security will be forfeited and credited to the University'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.

PAYMENT TERMS:

- i) The payment will be made within 30 days after after receipt of the final bill, duly supported by all the documents (in original). Bill to be made in the name of "The West Bengal National University of Juridical Sciences, Kolkata".
- ii) No advance payment shall be made to the empanel vendor under any circumstances.
- iii) TDS/ Income Tax and any other deduction etc. are to be deducted at source from the bills of service provider as per rule.



(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

.....

GENERAL TERMS & CONDITIONS:

- i) Any act on the part of the bidder to influence anybody in the University is liable to rejection of his bid.
- ii) In case the bidders/successful bidder(s) are found in breach of any condition(s) at any stage of the Tender, will not be considered for empanelment.
- iii) Canvassing/marketing /offering promotional services etc. in any form whether directly or indirectly in connection with the tender is strictly prohibited and the tenders submitted by the Vendor/ Firm / Company who resort to canvassing will be liable for rejection without any further reference.
- iv) WBNUJS Kolkata reserves the right to modify, expand, change, alter, restrict, scrap, refloat or cancel the Tender at any stage without assigning any reason whatsoever.
- v) WBNUJS Kolkata reserves the right to relax/amend/add/withdraw any of the terms and conditions contained in the Tender Document without assigning any reason thereof. Any enquiry after submission of the quotation will not be entertained.
- vi) The decision of Competent Authority, WBNUJS Kolkata will be final in all matters relating to the empanelment and binding. WBNUJS Kolkata reserves the right to reject any application without assigning any reason.

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.

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 Vice-Chancellor, The W.B. 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 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.

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.



(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

.....

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

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.

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

ANNEXURE-I

BIDDER INFORMATION FORM

Company Name	:
Registration Number	:
Registered Address	:
Name of Partners / Director	<u> </u>
City	:
Postal Code	:
Company's Establishment Year	:
Company's Nature of Business	:
Company's Legal Status	1) Limited Company 2) Undertaking 3) Joint Venture
(tick on appropriate option)	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)
Nature of Business:	1) Manufacturing Service
	2) Dealership
	3) Service Provider
	4) Stockiest
	5) Indian Agent
	6) Kolkata Branch Office
	7) Others (In case of others please specify)
Commercial Information Registration	(Enclose Attested Copy wherever Applicable)
Vendor's PAN No.	:
Vendor's GST Registration No.	:
Vendor's Trade License No.	:
Vendor's Factory/ Estb. License No.	:

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

Vendor's Registration with DGS&D/ NCCF :	-
Current dealership agreement with Principal (along with SSI/NSIC Certificate if any)	ıl
Relevant ISO Certificate, if any :	
CONTACT DETAILS	
Contact Name :	
Email Id :	-
Designation :	
Phone & 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 :	

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

ANNEXURE-II

DETAILS OF CATEGORY FOR WHICH EMPANELMENT/ REGISTRATION IS SOUGHT

Sl.No.	WBNUJS Code	Category of Business	Required Min. Annual Turnover (per annum)	Tick appropriate
1.	NUJSEV01	Furniture (Steel and Wooden) Office Furniture (Chair and Table), Almirah, 4 and 2 Drawer Steel Filling Cabinet, Lecture Hall Furniture, Classroom Furniture, Library Furniture, Customized Laboratory Furniture, Computer Furniture, Hostel Furniture, Mess Furniture, Home Furniture, Venetian/Vertical Blind, Chest, Rack etc.	Rs. 25 lakhs	
2.	NUJSEV02	Stationary Items: Writing Pads, Copier Paper, Letterhead, All type of Envelops, stationary office items like Pen, Pencil, All type of File with printing, Calculators, Binder, Gems clip, punching machine, clip stapling, machine stapler pin, paper weight, Alpin, Gate pass, All size papers, Registers, Diaries, Visiting Card, Plastic Tray, and other office related stationary etc. and Printing Work: Letter heads, envelop, different forms, coupons, bill book, invitation card, posters etc.	Rs. 5 lakhs	
3.	NUJSEV03	Furnishing & Liveries Items: Curtain cloth, Lining cloth, Curtain Rings, Table clothes, Big Towel, Hand Towel, table clothes, house keeping items.	Rs. 10 lakhs	
4.	NUJSEV04	House Hold Items (for use of Student Hostels, and others) like Table cloth, bed sheet, cot, proctor, different size of Dustbin etc	Rs. 5 lakhs	
5.	NUJSEV05	Computer Peripherals and Consumables (like Tonner Cartridge, Slide changer, Pen Drive, Mouse Pad, Spare parts etc. but not an Assets	Rs. 5 lakhs	
6.	NUJSEV06	Consumer Durable items like TV, Fridge, Washing Machine, Electric Kettle, Food warmer, Grinder machine, Shreeder Machine, Canteen Utensil for Staff Canteen and Students Hostels etc.	Rs. 10 lakhs	
7.	NUJSEV07	Sports and Gymnasium Items	Rs. 10 lakhs	
8.	NUJSEVo8	Medicine & Drugs and Medical equipments	Rs. 10 lakhs	



(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

.....

Sl.No.	WBNUJS Code	Category of Business	Required Min. Annual Turnover (per annum)	Tick appropriate
9.	NUJSEV09	Covid- 19 items, PPE Kit, Sanitizer, Gloves, Mask, Foot Operated Sanitizer Machine, Battery Operated Spray Machine, Inferred Thermo Scanner, Triple Layer Surgical Mask, etc.	Rs. 5 lakhs	
10.	NUJSEV10	Catering, Food and Beverage etc.	Rs. 10 lakhs	
11.	NUJSEV11	Hiring vendor for Decorators for Chair, table, table cover etc.	Rs. 10 lakhs	
12.	NUJSEV12	Design, Printing and Publication of Departmental Brochure, Placement Brochure, Conference Related Material, Web Development with Signage, Flex, Glow sign, etc	Rs. 5 lakhs	
13.	NUJSEV13	All kind of Mementos and Gifts.	Rs. 2 lakhs	
14.	NUJSEV14	Transport and car hiring related services etc.	Rs. 10 lakhs	
15.	NUJSEV15	Hotel, Guest House, Accommodation related services etc.	Rs. 10 lakhs	
16.	NUJSEV16	Digital Photography etc.	Rs. 2 lakhs	
17.	NUJSEV17	Minor Civil/ Electrical/ Hardware Items etc.	Rs. 5 lakhs	
18.	NUJSEV18	Other, Please specify	Rs. 5 lakhs	

DECLARATION:

- 1. I/we agree that the decision of WBNUJS Kolkata in Empanelment of Vendors will be final and binding to me/us.
- 2. Separate bid will be submitted for individual category with separate EMD and supporting documents.
- 3. All the information and data furnished herewith are true and correct to the best of my/our knowledge & belief.



ANNEXURE-III

PAST EXPERIENCE (LIST OF GOVT. ORGANIZATION/DEPARTMENT)

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



(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-IV

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

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

I/ We hereby declare that none of the partners/ employees have been convicted of any offence involving moral turpitude or has been found guilty of any economic offence.

I/ We hereby declare that no appeal/ unresolved dispute/ suit case/ application have been pending at any court in India regarding the existence of business/right to carry on practice.

In case the above information found false, I/We are fully aware that the tender/contract will be Rejected / cancelled by the WBNUJS Kolkata, and EMD/ shall be forfeited.

In addition to the above, the University will not be responsible to pay the bills for any completed /partially completed work.

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.



(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-V

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 do	cument(s) for the above mentioned 'Tender from the
University website (https://www.nujs.ed	u/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 agreem	ent and I/ we shall abide hereby by the terms / conditions /
clauses contained therein. The corrigen	lum(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 with Stamps

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

ANNEXURE-VI

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

То			
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			
Address:			

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

.....

ANNEXURE-VII

CHECK LIST

Sr. No.	Particulars	Details/ Compliance (Y/N)	If Submitted, Mention Page No.	Remarks
1.	Tender Acceptance Letter As per Annexure-V			
2.	Brief profile of the Vendor/Firm and experience in similar field (At least 5 years of experience)			
3.	Details of EMD (Amount, SBI Collect Receipt & Reference No.)			
4.	Copy of Trade License, DGS&D/NCCF Certificate, if any			
5.	Copy of Permanent Account Number (PAN)			
6.	Copy of GST Registration Certificate			
7.	Bank Details			
8.	Valid document in support of Registered/ Branch office at Kolkata			
9.	Bidder's Annual Turnover Specifically in Empanelment of Vendors as per category wise per annum for last three Financial years. (Copies of P&L Account and Balance Sheet certified by a Chartered accountant to be attached) FY 2021-22: Rs FY 2020-21: Rs FY 2019-20: Rs (Audited /Unaudited)			
10.	Self-Declaration About Non Black-Listing			
11.	List of 5 major clients from Govt. / PSU/ Higher Education Institute /Central Universities / IIT / IIM/ IISER etc. (as per Annexure- VI) Letter of empanelment along with satisfactory completion certificate from at least two Govt. Dept/ PSUs/ Autonomous Bodies/ reputed commercial organizations towards providing similar services during last 5 years from the last date of submission of bid.			
12.	Duly signed and stamped of the entire tender document along with its addendum/corrigendum, if any			