



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/PurEnq/008/Security/2023-24

Date: 26.05.2023

NOTICE INVITING TENDERS

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 affiliation by the Bar Council of India in July 2005 is in the process of **Selection of Security Service Provider** for the University through the Offline Tenders under two cover bidding system (Technical+ Financial).

The University invites sealed tenders from **Kolkata** based reputed Security Service Providers experience in handling **Security Services at University or National Level Institutes etc.** as per the qualifying criteria and Terms & Conditions mentioned in the tender hereto.

Item Description	Period of Contract
Providing Security Service at The W.B. National University of Juridical Sciences, Kolkata	For a period of 2 (Two) years (extendable based on satisfactory performance)

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	26.05.2023	10.00 am
2.	Bid Submission Start Date	26.05.2023	10.00 am
3.	Bid Submission Close Date	26.06.2023	5.00 pm
4.	Opening of Bids	Intimated Later at NUJS 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 Registrar

The W.B. National University of Juridical Sciences

"Dr. Ambedkar Bhavan"

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

INSTRUCTION TO THE BIDDER

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

 Sd/-

Raja Chakraborty
Registrar, WBNUJS Kolkata

Raja Chakraborty
Registrar
The West Bengal National
University of Juridical Sciences
Kolkata - 700106



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IMPORTANT INFORMATION

NIT REF. NO.	:	WBNUJS/PurEnq/008/Security/2023-24
ITEM DESCRIPTION	:	PROVIDING SECURITY SERVICE PROVIDER AT THE W.B. NATIONAL UNIVERSITY OF JURIDICAL SCIENCES, KOLKATA AS PER THE DETAILS INSTRUCTION GIVEN IN ANNEXURE- I
PERIOD OF SERVICE	:	2 (TWO) YEARS
TENDER TYPE	:	OPEN TENDER
NO. OF COVER	:	TWO (02) COVER SYSTEM
DATE OF PUBLICATION OF TENDER	:	26.05.2023
LAST DATE OF ONLINE BID SUBMISSION	:	26.06.2023 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 application made by the unsuccessful bidders after the financial bid evaluation, No interest shall be paid against the earnest money deposited).	:	AMOUNT
	:	Rs.1,00,000/- Online receipt of EMD through SBI Collect Payment Gateway as per instruction given below.

Please follow the procedure for the Online Payment of Fees through SBI Collect –

Access <https://www.onlinesbi.sbi/sbicollect/icollecthome.htm>

Select Category as 'Educational Institutions'

Select the Institutions Name as 'The West Bengal National University of Juridical Sciences'

Select the Payment Category as 'Earnest Money Deposit'

Please share the SBI Collect Reference Number with a copy of EMD 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.

Raja Chakraborty
Registrar
The West Bengal National
University of Juridical Sciences
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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 Accounts Officer & Chairman, Procurement Committee**
Department: **Store & Purchase Section, WBNUJS Kolkata**
Email ID: **ao@nujs.edu**
Telephone No: **+91-33-2569 4700 (Extn. 1040); +91- 9874987361**

GENERAL TERMS AND CONDITION

PRE-QUALIFICATION CRITERIA:

- 1) The agency must fulfil all the requirements given in the Technical Bid and terms and conditions of this tender.
- 2) Copies & supporting documents submitted should be legible.
- 3) The successful bidders shall be required to execute an Agreement, Deed on the format approved and supplied by this University on stamp papers of appropriate value.
- 4) Successful tenderer will certify that all their security and safety personnel (those will deploy at WBNUJS Kolkata Campus) accepted the offer of appointment letter issued by them within one month from the taking over the contract for security services at WBNUJS Kolkata Campus.
- 5) The Contractor / Agency will apply to the Labour Commissioner for obtaining a labour License and will submit a copy of the license to the Administration Section within 30 days from the date of issue of the award of contract.
- 6) WBNUJS Kolkata has a right and authority for the suspension/ revocation of said security/bank guarantee in case of breach of any clause of the Agreement by giving prior notice.
- 7) A penalty @ 1% per month of the contract value will be applicable for non-commencement of work within the stipulated period after the issue of allotment letter for every week or part thereof for the delay in the commencement of the contract. Such money will be deducted from any amount due or which may become due to the supplier.
- 8) The decision of Registrar, WBNUJS Kolkata with regard to the determining of quality of services done by the contractor or his employees shall be final and acceptable to the contractor. Registrar, WBNUJS Kolkata reserves the right to get the work/services so rejected done/replaced at his own level at the risk and cost of the contractor after giving him a notice in writing and the expenditure incurred on this count shall be recovered from the contractor from his outstanding dues or by revocation of any or all parts of the security/bank guarantee, as he may think proper.
- 9) During the contract, the contractor shall deploy required number of personnel to provide the said services and immediately communicate their names, father's name, residential address, date of birth, Telephone number, recent passport size photograph etc. in the form of data base in both hard and soft copy within 07 days from the date of their deployment or communicate any change about it from time to time. The contractor shall also deploy appropriately educated supervisory personnel to supervise the duties of security staff.
- 10) Registrar, WBNUJS Kolkata or any other officer(s) so authorized by him shall be at liberty to carry out any surprise check on the working of the persons so deployed by the Contractor in order to ensure that the required numbers of persons are deployed and that they are doing their duties satisfactorily.
- 11) The Security deployed by the Contractor for the execution of the contract shall be the employees of





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the contractor for all intents and purposes and in no case, there shall be any relationship of employee and employer between the said persons and the University either implicitly or explicitly.

- 12) The persons so deployed shall be under the overall control and supervision of the Contractor and the contractor shall be liable for payment of their wages, etc. and all other dues within the stipulated time, which the Contractor is liable to pay under the various Labour Regulations and other statutory provisions.
- 13) The Contractor/ Agency shall be responsible for all injuries and accidents to Persons employed by it (including its personnel for personal accident whilst performing the duty).
- 14) The Contractor/ Agency shall be responsible for the good conduct and behaviour of its employees. If any employee of the Contractor/Agency is found misbehaving with the CS/ Supervisory staff or any other employee/student of the University, it shall terminate the services of such employees on the recommendation of the Officer or any other designated by Registrar, WBNUJS Kolkata. The Contractor shall issue necessary instructions to its employees to act upon the instructions given by the CS/ Supervisory staff /officers of the University.
- 15) The Contractor/Agency and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to it by the University and shall not knowingly lend to any person or company any of the effects or assets of the University under its control.
- 16) In the event of any loss being caused to the University on account of negligence/ dereliction of duties by the Contractor/ Agency or Contractor/ Agency's employee that shall be established after a joint inquiry comprising of the representatives of the University and the Contractor, the University should get the same compensated from the Contractor.
- 17) The Contractor will not be held responsible for the damages caused to the property of the University due to natural calamities like lightning, earthquake, flood etc.
- 18) The Contractor shall not appoint any Sub-Company/Agency to carry out any obligation under the contract.
- 19) The Contractor shall take day to day instructions from the Campus Supervisor (CS) or his Deputy, in his absence, of the University.
- 20) The Contractor shall provide replacement in case the employee of the Contractor is proceeding on leave. This will be at no additional expense to the University. In case of any absence the Contractor/Agency shall be penalized by Imposing a fine of Rs.500/- per Guard, Rs.1000/- per Gunman and Rs.2000/- for per Supervisor & Safety Coordinator per day/Shift, if the absence is not fulfilled.
- 21) None of the employees of the Contractor shall enter into any kind of private work at different locations of the University during working hours or otherwise, failing which penalty as stipulated in the above terms and conditions shall be imposed. The employees should not be put in different shifts at other locations & they should not be employed by other agencies to do so also.
- 22) In addition, the University will have liberty to increase/decrease the total number of Guards by giving a short notice of 24 hours to the Contractor / Agency.
- 23) It would be desirable that the Security Staff provided should have knowledge of Fire Fighting, First Aid, Scooter/ Motor Cycle/LMV Driving & handling Wire-less Communication equipment.
- 24) All Guards, Gunmen & Supervisors should have working knowledge of BENGALI, HINDI & ENGLISH.
- 25) The Contractor / Agency shall maintain an Occurrence Book which will be made available to the CS/ Supervisory staff of the University.
- 26) The Security proposed to be deployed by the Contractor /Agency shall be subject to screening by the University, to ascertain their suitability and skills. Before deploying a person in the University the Contractor/Agency shall furnish complete particulars and obtain written approval of the designated officer of the University on a Performa to be collected from designated officer.





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- 27) The University reserves the right to ask and require the Contractor/ Agency to remove any person deployed by the Contractor /Agency, without assigning any reason/ notice.
- 28) The Contractor/Agency shall also provide a tentative schedule /plan for training its staff for one year. A proper record of the training of its staff shall be maintained by the Contractor /Agency. The University agrees to provide Space for such training Program. The Security supplied by the Contractor/Agency shall also be trained on the existing Fire detection and Alarm system and Fire Fighting Systems installed in the University. In case of an outbreak of fire they should be able to undertake fire fighting operations. The Staff selected for deployment will compulsorily undergo ON-SITE Training for at least 03 days under Contractor/ Agency's arrangements and expense.
- 29) **The Contractor/ Agency shall supply two pairs of uniform with Nameplates, Shoes, Cap, Sweater, Wind-cheater, Lathi & Whistle at free of cost to the individual. The agency has to also provide good quality of torches (heavy duty) & emergency search lights (commando light). The University shall not allow any employee of the Contractor/Agency to work inside the University without uniform, name plate & I card except in cases Where-in specifically asked for. If during the period of contract the uniform is torn, it shall be the responsibility of the Contractor/ Agency to supply another uniform to the persons and ensure that the persons wear uniforms while they are on duty in the University. The Contractor/Agency shall get the identity card of each employee.**
- 30) The Security Guards and Security Supervisors shall be normally required to work in three shifts basis. **No Security Guard/Supervisor/Gunman/Lady Security Guard will be allowed to perform double duty /continuous basis unless authorized by the Officer/s of the University.** No employee of the Contractor/Agency shall work for more than 26/27 days in a month (30/31 calendar days) or as specified by Labour Laws. Weekly off is mandatory for all as per labour laws.
- 31) The Contractor/ Agency will get all the staff (Security & Safety personnel) on its roll deployed at WBNUJS Kolkata, verified of their Antecedents through West Bengal Police and a certificate to this effect be furnished by the Company/Agency to the University within 30 days of initial deployment. The Company/Agency should maintain proper record/documents of the same. These documents are required to be produced to the University whenever required.
- 32) The Contractor shall have proper standard and procedures of recruitment and training. The contractor will provide a copy of the Training Manual for inspection to WBNUJS authorities.
- 33) The Contractor shall have a proper system for checking the guards on duty, day & night for every shift. Records of the same should be effectively maintained and Shortcomings if any should be immediately rectified. A daily report to be submitted to the designated officer of the University.
- 34) The Contractor /Agency shall employ & post one "Unit Commander" Ex serviceman of JCO rank & experienced in the field of security at the University premises at its own cost for taking care of queries/matters relating to general discipline, incidents, accidents relating to the company and its employees and also for immediate interaction with the University authorities.
- 35) That no right, much less a legal right shall vest in the Contractor/Agency's workers to claim/have employment or otherwise seek absorption in the University nor the Contractor /Agency's workers shall have any right whatsoever to claim the benefits and for emoluments that may be permissible or paid to the employees of the University. The workers will remain the employees of the Contractor/Agency and this should be solely the responsibility of the Contractor/Agency to make it clear to their workers before deputing on work at the University.
- 36) The Contractor shall not be allowed to change its name and style after the award of the contract.
- 37) The Service Provider must have service support team for providing the after started the work and onsite service near WBNUJS Kolkata, preferably at Kolkata.
- 38) Bidder must have supplied similar services of equal value or more to any Govt. organization. Copy of valid order to be enclosed along with the technical bid.
- 39) Technical compliance sheet with point wise explanation of the Specification as per **Annexure-I** must be attached along with technical bid.





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- 40) Bidder should upload the details of company profile along with technical and financial credibility as following:
- Certificate of Registration of firms or Partnership.
 - Proof of office address (telephone bill, electricity bill etc.), also of local branch or unit office in Kolkata.
 - Valid Trade license.
 - Valid Labour license.
 - Details of Bank Account of the firm (Name of Bank, Name of Branch, Account No., Type of a/c.) The bank accounts should be at least 2 (two) years old. A cancelled cheque of the account of the firm to be enclosed.
 - PAN Card.
 - Good & Service Tax Registration Number.
 - Provident Fund Registration Number. Please enclose the latest challan.
 - ESI Registration Number. Please enclose the latest challan.
 - Professional Tax Registration Number.
 - Annual Turnover Certificate of last 3 (three) years as stated above duly certified by the Chartered Accountants.
 - IT Return and Audited Balance Sheet as well as the Income and Expenditure Statement of the last three financial years.
 - Non-relation certificate with the employees of WBNUJS Kolkata.
 - Not blacklisted certificate
 - An Undertaking by the agency for Acceptance & Compliance of all terms & conditions mentioned in this tender above which should be clearly mentioned that the Security Services Provider will be fully liable for all Statutory Obligation to the Principal Employer for all obligation during and after the period of Contract.
 - Present Security database to meet the requirement of Security as stated above.
 - List of all existing clients as stated above.
 - Satisfactory performance certificate of the current period from all existing clients.

A. SCOPE OF WORK:

Providing Security Staff as per the requirement from time to time as per "Annexure-1" to this tender. The Contractor shall provide Security to the University deploying fail-safe Security measures, providing early warning, and mobilizing trouble shooting elements. The items or situations that have to be covered by the security services of the contractor are enumerated with important but non exhaustive list as below:-

- Protection of property and personnel (faculty, staff, students, official visitors and residents) of the University against willful harm; The University meaning All Gates, Buildings, Labs Academic Areas, Activities Area, Hostels, Research areas, Playgrounds, Community Centre's, Commercial Centre's etc. of the University.
- Protection of property, cash, documents and personnel of the University. Also in transit when so specified.
- Protection of office property and materials against loss, damage, theft, misappropriation, pilferage, fire, etc. Protect property/cash/documents of the University against burglary (where loss is due to entry after breaking the any entry lock/ door/window/grill).
- Regulate access control at the gates, prevent misuse of University grounds and facilities by outsiders, preventing trespassing, unauthorized parking, unauthorized construction, squatting in the University Campus, prevent vandalism. Ensure proper & timely reporting of violations to University authorities.
- Ensure orderly marshalling & parking of both the University and 'Visitors' vehicles in and around the premises.





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- vi) To check security passes (for transfer of goods/materials) of the vehicles carrying construction and other materials within the University Campus.
- vii) To control drugs or any unlawful/incident activities inside the campus.
- viii) To immediately report to the nearest Fire & Emergency Services Station in case of any emergency posing threat to the lives and/or properties within the campus of WBNUJS Kolkata.
- ix) Prevent loss that is on account of lapse in "access control measures" at the Gates of the University.
- x) Undertake fire fighting operations with provided equipment.
- xi) Regulate parking of vehicles in designated areas of the University.
- xii) Provide security during official, social and religious functions of the University.
- xiii) Conduct security audits/surveys/investigations/consultancies as per requirements.
- xiv) Prepare SOPs (Standard Operating Procedure) for each posts.
- xv) Conduct periodic training of security guards of its own and University personnel.
- xvi) The Contractor should have an Investigation cell to carry out Investigation of thefts, accidents or any other matter required from time to time.
- xvii) Carry out any other job assigned by the Registrar or his nominee in the Interest of Security of University.

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 commencement of the service (s) is/are required to be made within **03- 04 weeks** from the issue of the Work Order.

D. PRICES:

The price should be quoted on **Door Service 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. PERFORMANCE SECURITY:

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

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.

F. PAYMENT :

The payment will be made on monthly basis after submission of bill along with relevant challan and documents for the subsequent months.

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

G. TRAINING:

Training on operation, routine maintenance shall have to be provided to the Supervisor/ Staff etc. after the starting of work at our site as needed and when requested to do so.





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H. **BANK CHARGES:**

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

I. **AGENCY COMMISSION:**

No agency commission will be paid.

J. **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.

K. **RESOLUTION OF DISPUTES:**

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

In case of Dispute or difference arising between the Worker 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 Registrar, The W. B. National University of Juridical Science, 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 Worker 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.

L. **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.

M. **AWARD OF CONTRACT:**

WBNUJS Kolkata shall award the contract to the technically eligible bidder considering credentials and other criteria. University is not bound to accept the lowest bid. 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.

N. **WORKER'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.

O. **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.

P. **TERMINATION FOR DEFAULT:**

The Worker 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,





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- or within any extension thereof granted by the Worker; or
- 2) If the supplier fails to perform any other obligation(s) under the Contract.
 - 3) If the Supplier, in the judgment of the Worker 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 Worker terminates the Contract in whole or in part, the Worker 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 Worker 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.

Q. STATUTORY COMPLIANCES:

1. **WAGES:** - The Contractor shall pay basic monthly wages plus statutory charges (EPF/ESI etc.) to all his employees as per the **Minimum Wage rates fixed by Government of West Bengal**. The contractor shall provide full information in respect of the wages etc. paid by him to his employees so deployed in conformity with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and Rules, made there under.
2. The contractor shall furnish details of disbursement of salary to The Registrar, WBNUJS Kolkata within 5 days from the date of disbursement i.e. last working day. This obligation is imposed on the contractor to ensure that the Contractor is fulfilling his commitments towards his employees so deployed under the various Labour Laws. The Contractor shall comply with or cause to be complied with the Contractor's Labour Regulations made by the University from time to time in regard to payment of wages, wage period, deduction from wages, recovery of wages not paid and deductions unauthorized made. He will maintain attendance registers, individual's ledger/wage book, wage slip, publications of scale of wages and terms of employment.
3. The employees so deployed on contract basis shall be paid their wages @ basic wages or the minimum wages/rates whichever is higher not-with-standing any change in the rates of statutory contributions payable by the employer as per instructions of the West Bengal Government issued from time to time.
4. The Contractor shall be responsible for fulfilling all his obligations towards the persons deployed under the Minimum Wages Act., EPF Act, ESI Act, Bonus Act etc. be responsible for the deposit of employee's and principal employer's share of statutory contributions with the ESI/EPF authorities at his own level and maintenance of such record as per rules. The contractor/agency will furnish proof of deposit of such contributions to the appropriate authority of WBNUJS along with the wage bill for the next month. The contractor/agency will also arrange to open such EPF/ESI accounts, etc. of all the employees deployed by him at WBNUJS Kolkata. In case of failure on the part of contractor to deposit EPF/ESI etc. with the concerned authorities within the stipulated period the contractor shall be liable to pay penalty so imposed by the WBNUJS authority.
5. The contractor will submit the wage bill as per sample details/table given below & **Annexure -III**
 - a) Name of the company
 - b) Annual contract for the Security Services
 - c) Authority No. & Date-
 - d) Date of commencement of the contract-
 - e) Wage Bill for the month _____
 - f) Bill No. _____ & Date _____





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The contractor will keep the following instructions in view while submitting the monthly wage bill(s)

- a) Deduction Schedule showing the individual details of EPF/ESI to be tallied with the wage bill.
 - b) The contractor will certify on the bill that the monthly wage bill of his all categories of contractual employees deployed by him in the University is complete and no person has been left and no supplementary bill will be submitted thereafter.
 - c) No person(s) has/have been engaged on contract basis in the University without the prior approval of the competent authority.
 - d) Payment to the concerned Department will be submitted to the University along with the bill for wages to the next month.
6. Payment of wages made by the University to Contractor shall be disbursed by the Contractor to its concerned staff on or before the 7th working day of the respective month. Any delay beyond this limit in disbursement of salary by the agency a pay penalty of **Rs. 2000/- per day** will be imposed.
 7. For those basic salary more than **Rs.21,000/- (Rupees Twenty One Thousand only)** bonus payment is not admissible. The bonus should be paid by the agency as per provision of The Payment of Bonus Act monthly and thereafter University will reimburse and no service charge shall be applied to bonus component.
 8. Any employee deployed by the agency for the first time i.e. who have never worked earlier under EPF, will not be given/covered under EPF, if the wage ceiling exceeds **Rs.15,000/- (Rupees Fifteen Thousand only) p.m.**
 9. The Contractor shall conform to the provisions of various Central/ State Act(s) or the Regulations on the subject as well as terms and conditions of the contract. He will be liable for the deduction of TDS as per the provisions of the Income Tax Act and GST.
 10. Any obligation and/or formalities which are required to be fulfilled under the Contract Labour (Regulation & Abolition) Act, 1970 as amended from time to time or any other Act for the purpose of entering into and/or execution of this contract shall be carried out by the Contractor at his own expenses, etc., and the Contractor shall report the compliance thereof to The Registrar, WBNUJS Kolkata. The Contractor shall be solely liable for violation of any provisions of the said Act or any other Act.
 11. The Contractor shall take all reasonable precautions to prevent any unlawful act or disorderly conduct of his employees so deployed for the preservation of peace and protection of persons and property of the University.
 12. In case any of the persons so deployed by the Contractor does not come up to the mark or does not perform his duties satisfactorily or indulges in any unlawful act or misconduct, the contractor shall take suitable action against such employee on the direction of The Registrar, WBNUJS Kolkata or any other officer so authorized by him in this regard.
 13. In case of any complain/defect pointed out by the University authorities, the Contractor shall immediately replace the person so deployed.
 14. **LEAVE:** - The Contractor shall deploy his employees in such a way that they get weekly holiday and other holidays, if admissible under various laws, which may be applicable in this regard. **Leave Reserve in the ratio of 1:6 for weekly holiday will be provided from within the sanctioned strength and no extra charges shall be claimed in this regard.**
 15. The University shall have further right to adjust or readjust or deduct any of the amounts as aforesaid from the payment to be made to the Contractor under this Contract or out of the security deposits of the Contractor.
 16. Every employee deployed by the agency should have detailed job description as required by the University and it should be acknowledged by the signature of each employee. Their duties should also be displayed prominently.
 17. The employees deployed by the agency should meet all the conditions stipulated under the Private Security Agency (Regulation) Act, 2005 and rules made there under.
 18. **Termination of the Contract:-** The contract may be terminated in any of the following contingencies:-





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A. On the expiry of the contract period, without any notice ;

OR

B. On giving **one** months notice at any time during the tenure of services, in case the services rendered by the Contractor are not found satisfactory and in conformity with the general terms and conditions of the contract and the standard prescribed for the services ;

OR

C. On Contractor being declared insolvent by the competent Court of Law without any notice.

19. Last Payment: The last payment of the contractor will be cleared only after obtaining clearance of any liabilities not pending.





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ANNEXURE- I

DETAILS OF SECURITY PERSONNEL WILL BE PROVIDED BY SECURITY CONTRACTOR/ AGENCY

Sl No.	Category of Contractual staff to be provided	Minimum qualification and experience	Number of Personnel required per day
1.	Male Security Guard	Minimum 10 th pass (Civilians)	30
2.	Female Security Guard	Minimum 10 th pass (Civilians)	08
3.	Security Supervisor or Gun Man (Male)	Ex-serviceman with Graduation/ 12 th pass	01
4.	Gun Man (Male)	Ex-serviceman with Graduation/ 12 th pass	01
5.	Liftman (Male and Female)	Minimum 10 th pass (Civilians) with valid Lift License	02
APPROX TOTAL NUMBER OF PERSONNEL REQUIRED			42

Note: The above strength given are "indicative only", and may vary as per the needs of the University. Increase/decrease/duties etc in strength/deployment will be intimated well in advance.

UNIFORM AND OTHER ACCESSORIES AS FURNISHED BELOW WILL BE PROVIDED BY SECURITY CONTRACTOR/ AGENCY FREE OF COST TO INDIVIDUAL.

Particular	Nos	Life Period
Uniform (Shirt & Trouser) for Male/ Female Security Guard & Gunman	3 sets each to individual	2 years
Black Shoe	2 pair.	2 years
Black Socks	2 pair.	2 years
Monkey cap / Commando cap	1 No.	2 years
P-Cap for Supervisor	1 No.	2 years
Black leather belt with steel buckles	1 No.	2 years
Rain Coat (Blue Colour)	1 No.	2 years
Winter Jacket	1 No.	2 years
Wooden Baton	1 no to each individual guard	2 years
Whistle	1 no to each individual guard	2 years

(Signature of the Authorized Person with Organization Seal)
Designation with Contact No:
Company Name:





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ANNEXURE- II

PRICE SCHEDULE FORMAT

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

PRICE SCHEDULE FOR SECURITY SERVICE – INR

Sl No.	Particulars	Approximate No. of Persons deployed	Approximate Emoluments per month	Agency/ Service/ Administrative Charge in (%)	Agency/ Service/ Administrative Charge in Rupees
Manpower Supply for Security Services at WBNUJS Kolkata					
1	2	3	4	5	6=4X5/100
A	Wage emoluments for providing Security Services at WBNUJS Kolkata	42			

Total Bid price in _____ in words

ESTIMATED BREAK UP OF THE RATE PER SECURITY PERSONNEL

PARTICULARS	Basis of Calculation	SECURITY SUPERVISOR	GUNMAN	SECURITY GUARD	LIFTMAN
Minimum Wage (per day)	As per Statutory Rules				
E P F	12% on Minimum Wages or as per Govt. Statutory Compliance Rules				
EDLI	0.50% on Minimum Wages or as per Govt. Statutory Compliance Rules				
Admin Charges	0.50% on Minimum Wages or as per Govt. Statutory Compliance Rules				
E S I	3.25% on Minimum Wages or as per Govt. Statutory Compliance Rules				
Bonus	8.33% on Minimum Wages or as per Govt. Statutory Compliance Rules				
National Holidays	Min Wages per day X 2 / 12/26 or as per Govt. Statutory Compliance Rules				
SUB TOTAL (A)					

* If any amendment issued from time to time that will be considered as per rules.

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ANNEXURE- III

FORMAT OF CONTRACTOR WAGE BILL AS PER SAMPLE DETAILS/TABLE

Earning										Deduction											
Employer's Share										Employees					Employer's Share						
Sl No.	Name	Rank	Empl Code	EPF No.	ESI No.	Duty	Basic Minimum Wages	NH	Total deduction	Net pay	EPF	EDLI	Admin Charges	ESI	EPF	ESI	EPF	EDLI	Admin Charges	ESI	
											12%(maxi mum ceiling of Rs.15000/-)	0.50 % on minimum wages (maximum ceiling of Rs.15000/-)	0.50 % on minimum wages (maximum ceiling of Rs.15000/-)	3.25 % of Rs.2000/-	12%(maxi mum ceiling of Rs.15000/-)	0.75 % of maxi mum ceiling of Rs.15000/-)	12%(maxi mum ceiling of Rs.15000/-)	0.50 % on minimum wages (maximum ceiling of Rs.15000/-)	0.50 % on minimum wages (maximum ceiling of Rs.15000/-)	3.25%	
1	XYZ	361	254	123	26	20202	194.3	1800	75	75	657	23003	1800	152	130	1800	75	75	657	4688	18315
2																					
3																					
4																					
5																					
6																					
7																					
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ANNEXURE- IV

PAST EXPERIENCE (LIST OF GOVT. ORGANIZATION/DEPARTMENT)

<i>List of Government Organizations for whom the Bidder has undertaken such work during last three years (must be supported with supply orders)</i>			
<i>Name & Address of Client (Do not use abbreviations)</i>	<i>Period (From – To) (DD/MM/YYYY)</i>	<i>No. of Security Personnel deployed per day</i>	<i>Remarks (if any)</i>

(Signature of the Authorized Person with Organization Seal)

Designation with Contact No:

Company Name:





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ANNEXURE- V

PERFORMANCE SECURITY FORM MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To

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

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

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

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

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

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

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

(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

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

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

FOR SUPPLIER

Signature

Name.....

Designation

Date

FOR WORKER

Signature

Name.....

Designation

Date





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ANNEXURE- VI

BIDDER INFORMATION FORM

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

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

Company's Legal Status
(tick on appropriate option)

- 1) Limited Company;
2) Undertaking; 3) Joint Venture; 4) Partnership
5) Others (In case of others please specify)

Company Category

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

CONTACT DETAILS

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

BANK DETAILS

Name of Beneficiary : _____
A/c No. CC/CD/SB/OD : _____

Name of Bank : _____
IFSC No. (Bank) : _____
Branch Address and Branch Code : _____

OTHER DETAILS

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

(Signature of the Authorized Person with Organization Seal)

Designation with Contact No:

Company Name:





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ANNEXURE- VII

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

I hereby certify that the above firm namely _____ is neither blacklisted by any Central/ State Government/ Public Undertaking/ 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.

SELF DECLARATION CERTIFICATE

Terms and Conditions of Service at WBNUJS Kolkata campus (this will be part of appointment letter which will be issued by the security agency to their security personnel who will be deployed on WBNUJS Kolkata Campus):

1. The security personnel should declare that they will not join any Union/ workers groups (at WBNUJS campus), or participate in any Agitation, Dharna or Protests, etc on the WBNUJS Kolkata campus under any circumstances. Failing which the Agency will transfer the concerned person (nel) immediately from the WBNUJS Kolkata campus without assigning any reason(s).
2. Terms and conditions of service under the concerned Agency should be entirely accepted by the security & safety personnel without keeping any reservation within 3 (Three) days from the issue of appointment letter by the security agency.
3. The security & safety personnel should always contact the Security Agency for any grievance(s)/issues(s) at WBNUJS Kolkata campus pertaining to them and not to any University Authority under any circumstances.

I read and understood the above mentioned terms and conditions carefully and declare that I will follow and maintain all the terms and conditions of service of the security agency failing which the agency will terminate/transfer my service from WBNUJS Kolkata campus without assigning any reason(s) to the undersigned.

(Signature of the Authorized Person with Organization Seal)

Designation with Contact No:

Company Name:



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ANNEXURE- VIII

ACCEPTANCE OF TENDER

(TO BE PRINTED ON ORGANIZATION LETTER HEAD)

Tender Ref.No with Date:

To

The Registrar

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 website(s) namely (<https://wbtenders.gov.in/>). 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- IX

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

To

The Registrar
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 _____

