



**THE W.B. NATIONAL UNIVERSITY OF JURIDICAL SCIENCES**  
**'DR. AMBEDKAR BHAVAN' 12, LB BLOCK, SECTOR- III**  
**SALT LAKE CITY, KOLKATA – 700 098.**

**PHONE NO: 2569-4700**

**Fax- 2335-7422/0511**

**TENDER FORM**

**Tender No. : SS/07/2019**

**Date: 01.10.2019**

**Offer Expires on 25.11.2019 at 16.00 hrs.      Date of Opening of Tender : 27.11.2019 at 16.00 hrs**

*The bids should be submitted duly gala sealed and addressed to the Registrar, The West Bengal National University of Juridical Sciences, 12 L.B. Block, Sector – III, Kolkata 700 098 and sent by Registered post or delivered in person at Room No. 001 or at the Security Desk in the Main Gate, NUJS Campus, so as to reach the office on or before 16.00 hrs of 25/11/2019 to the above mentioned address. The envelope containing the bid shall be superscribed the name of the work/service.*

The West Bengal National University of Juridical Sciences hereinafter called NUJS or The University is *an established* institute of national eminence, imparting specialised study and research in law and related subjects. It is a residential University. WBNUJS, Kolkata invites sealed quotations for **Security Service** for its Campus from eligible reputed Contractors/Firms/Agencies means Contractor like Group 4 having at least 05 (Five) years work experience in executing similar kind of services/jobs in Central/State Govt. Department/PSUs/MNCs Reputed Academic Institutes/Organisations. **Tender Document may be downloaded from WBNUJS website 'www.nujs.edu'**

### **Scope of work:**

1. The Contractor should provide security service at WBNUJS, Kolkata in order to protect the safety & security of the man, materials, property of the WBNUJS.
2. The security staff will always be vigilant and any suspicious activity noticed during and after office hours and any unusual happening in the surrounding area should be reported to University Authorities.
3. Opening and closing of gates and ushering persons and vehicles after verification. Maintenance of Register for Vehicles and person's coming/going.
4. The Contractor shall be responsible for keeping record of keys of teaching and non-teaching Sections of the Academic Block and Hall of Residence, Garage of the University and University vehicles and shall also be responsible for the safe custody of the same.
5. The class room and other room of the Academic block should be open as per direction of the University officials. The Contractor shall be responsible for switching on AC/Fan/Lights every morning before the class starts or as per the directions given by the University Officials and switch off after the class is over. The security staff will ensure that all the main gate/doors/windows are properly closed and locked and the fans/AC's/lights etc. are properly switched off after office hours and on Holidays. They will not open office area without the permission of the WBNUJS, authority until or unless it is necessary.
6. The Contractor shall receive all daks after the usual office hours of the University or on holidays or on direction of the University and shall handover the same on the immediately following the reopening of the University or as the case may be.
7. The Contractor shall restrict the entries of unauthorized persons and stray animals on the campus particularly Academic Building and Hostels of the University.
8. The Contractor shall ensure that there is no encroachment by any unauthorized person on the campus of University.

### **Deployment**

Initially, deployment of the security personnel will be as follows: (may vary if required)

Post	Morning	Evening	Night	Total
Main Gate	01	02	02	05
Side Gate	01	01		02
Boys Hostel	01	01	01	03
Staff Flat	01	01	01	03
Library	01	01		02
Girls Hostel (Lady Security)	01	01	01	03
Boys Hostel & Warden Flat (Lady Security)	01	01	01	03
Lift Man	01			01
Supervisor	01		01	02

### **Tender Terms & Conditions:**

1. Please read the terms & conditions carefully before filling up the document. Incomplete tender documents will be summarily rejected.
2. **Reputed Contractors/Firms/Agencies means Contractor like Group 4 having at least 05 (Five) years work experience in Security Services or similar kind of services/jobs in Central/State Govt. Department/PSUs/MNCs Reputed Academic Institutes/Organisations may apply. In addition, the Contractor should have a minimum annual turnover of Rs. 1.5 Crores per year for past three years which should be substantiated by Audit report.**
3. The Tenderer submitting tender must attach photocopies of the following documents which should be valid:-
  - (i) Trade License (ii) PAN Card [in the name of firm/agency or proprietor]; (iii) EPF/ PF Registration (iv) ESI Registration (v) P-Tax registration (vi) Registration under the Shops & Establishment Act (vii) Registration under Private Security Agencies (Regulation) Act, 2005 (PSARA) (viii) Service Tax Registration (ix) List of organizations with contact number where the contractor is providing/ has earlier provided security service. (x) valid gun license
4. All tenderer are also required to submit Earnest Money Deposit (EMD) of Rs. 1.5 lakhs (Rupees One Lakh Fifty Thousand only) (refundable) in the form of Demand Draft (should be drawn beyond the date of this NIT) in favour of WBNUJS, Kolkata payable at Kolkata. No interest shall be paid on the said EMD and will be returned after finalization of the tender; however, the EMD of the successful bidder will remain with WBNUJS, and will be forfeited in the following events:
  - a. If information declared/document submitted found false/fake/forged
  - b. If the selected/successful bidder does not accept the W.O., or, unable to provide services
  - c. If the bidder withdraws his bid/quote
5. Tender shall be submitted in official tender form only and should not be altered. If submitted in any other form or altered the same shall be summarily rejected. No tenderer shall submit more than one tender form/Quote.
6. Telegraphic or conditional tender may not be accepted or the condition(s) may not be considered.
7. Tender(s) submitted beyond the scheduled last date & time and without the required Annexure(s) & documents will not be considered. Tenders received after the specified date and time, due to whatever reason including postal delays, if any, will not be considered.



8. A separate Demand Draft of Rs. 2000/- (Rupees Two Thousand Only) (Non-Refundable) drawn in favour of WBNUJS, Kolkata payable at Kolkata towards Tender Cost shall be attached with Technical Bid. DD is to be submitted along with the Technical Bid only and NOT with the Financial Bid. All bidders should mention their company name and tender/NIT no. at the back of the DD.
9. If the Technical and Financial Bids are submitted together in the same single envelope the same bid will be rejected.
10. Even after qualifying in the technical bid, the financial bid may be rejected if not found in order. Merely qualifying in the technical bid does not ensure acceptance of the financial bid.
11. In case of L-1 is more than one, the selection criteria [viz. the past performance, etc.] would be at the discretion of WBNUJS, the decision of WBNUJS, in this regard and for selection of successful bidder in such a situation, will be final in all respect and will be binding to all the tenderers.
12. WBNUJS, is not bound to issue work order to the tenderer being the 'L-1' bidder; weight age/preference will also be given to the other factors, viz. previous experience, quality of service, number of client, etc. to select the tenderer to award the work and the decision of WBNUJS, in this regard and for selection of successful bidder will be final in all respect and will be binding to all the tenderers.
13. No overwriting, correction, insertion shall be permitted in any part of the tender unless duly countersigned by the tenderer. The tender should be filled in and submitted in strict accordance with the instructions laid down herein; otherwise the tender is liable to be rejected.
14. It is preferred that the tenderer (organization) must have an operating office at Kolkata, West Bengal.
15. The tenderer shall quote the rates in figures as well as words. If there is any mismatch, either the lower amount will be considered or the quotation may not be accepted as may be decided by WBNUJS, authority and decision of WBNUJS, to this effect shall be final & binding.
16. It is strongly recommended that the tenderer should inspect the site any time during working hours on any working day with prior appointment before submission of bid; no extra amount shall be payable for lack of knowledge of the site conditions and constraints, if any.
17. WBNUJS, reserves the right to terminate the contract at any point of time at its sole discretion due to non-satisfactory service or violation of Terms & Conditions or due to any applicable reason and WBNUJS,'s decision to this effect shall be final and binding on the second party.
18. Any query/clarification with respect to the tender (T&Cs, etc.) may get cleared prior to submission of bid; concerned WBNUJS, official(s) may be contacted in this regard in between 10:00 am to 5:00 pm

on any working day with prior appointment (033-5694700). However, WBNUJS, will not entertain or clarify any such query during post bid.

### **Scope of Work Terms & Conditions:**

1. The Contractor shall abide by the Rules and Regulations of WBNUJS, as may be enforced from time to time. The Contractor will have to work in close co-operation with others at the site.
2. The Contract may be initially for one (1) year extendable upto three (3) years from the date of commencement and may be extended / renewed for further periods subject to satisfactory service to the satisfaction of the University.
3. The contract for Security Service shall be commercial contract and between WBNUJS, & the finally successful tenderer **named Contractor**. There shall be no employer-employee relationship between WBNUJS, and the contractor or the staff/personnel deputed by the contractor. The Contractor shall provide trained and physically fit Security Assistants and Supervisors to the University. Security Assistants and Supervisors should qualify the following minimum standards:
  - i. He should be an Ex-serviceman except for Lady Security Assistants and He/She should not be less than 25 years of age or more than 55 years of age.
  - ii. She/He should be at least 10<sup>th</sup> Standard pass able to communicate (Writing & Speaking) in Bengali, Hindi and English
  - iii. She/He should have experience of not less than three years as a Security Assistant or a Supervisor as the case may be.
  - iv. She/He should be disciplined person with sound character and good service record.
  - v. She/He should have knowledge of handling of fire fighting equipments.
  - vi. She/He should be smartly dressed, Courteous and polite in behaviour.
  - vii. She/He should be possessing impeccable record of integrity – to be guaranteed by the contractor.
4. The Contractor shall issue identity cards to his security personnel and security personnel shall carry identity cards and produce the same on demand by the University officials during duty hours. The Contractor shall provide regular uniform, winter uniform, raincoats, gumboots, torch, whistle, sticks and other accessories to the Security Assistants/Supervisors/Gunman. Uniforms of Security Assistants/Supervisors/Gunman shall be clean and tidy. The Contractor shall also provide batteries for the torches of Security Assistants/Supervisors/Gunman for every month. The contractor at its own cost shall provide proper uniforms (trouser, shirt, belt, cap & shoes) including washing cost to their security personnel deputed at WBNUJS, and no expenditure will be borne by WBNUJS, authority in this regard.
5. The contractor shall provide maintenance allowance for haircut to their security personnel deputed at WBNUJS, and no expenditure will be borne by WBNUJS, authority in this regard.



6. The contractor should pay special overtime on National Holidays.
7. The Contractor shall verify character, antecedents of personnel before deployment in WBNUJS, Campus. The particulars of staff (name, father's name, age, address, qualifications, previous work experience, etc.,) engaged by the contractor must be submitted to WBNUJS, Kolkata along with their police verification report.
8. In case of any damage or loss to the Institute's property or material caused directly or indirectly by the personnel, the contractor shall be held fully responsible, and the Institute shall be entitled to recover appropriate amount with penalty from contract fees payable to the contractor or contractor will pay the same. The amount of loss or damage as determined by WBNUJS, shall be final and binding on the contractor. In case of pilferage and loss/damage to the WBNUJS, property due to negligence of security personnel the same will get repaired/replaced by the contractor at his own cost.
9. The Contractor shall ensure that the security staffs engaged by the Contractor shall not smoke bidis, cigarettes or intake alcohol nor they are allowed to chew pan, tobacco items etc. during duty hours or leave the assigned duty without prior permission of the University officials.
10. The contractor/security guard on duty shall maintain a register to record the entry and departure of visitors, students, vendors, etc. with proper date and time. WBNUJS, authority may check the register as and when required. In addition, the following should be maintained/ noted:
  - a. One standing security guard should always be at the main gates
  - b. The visitors should be issued visitors ID Card by the security guard at the gate
  - c. The Gate should be closed during office hours beside lunch break and shall be opened as and when required
  - d. Strict Action will be taken if found 'Sleeping' while on duty
  - e. Outside the Library/IT Labs submission/ returning of bags of the students against coupon should be taken care properly and misconduct, if any, by the students should be recorded/ informed to the concerned WBNUJS, Official(s)
  - f. The security personnel should not use Computer or other facilities such as telephone for which they are not entitled for and strict necessary action will be taken for such incidences
11. The approx. number of Security personnel to be deputed initially is Nos. of Men and Nos. of Women as per present requirement. However, the WBNUJS, authority is at liberty to increase or decrease the number of security personnel as per requirement from time to time & decision of WBNUJS, in this effect it shall be final & binding and the payment will be made accordingly at the same rate, as applicable and on actual. The University reserves the right to change the number of duty posts and it is obligatory upon the Contractor to reduce or increase the number of Security Assistants/Supervisors immediately. Such change will be informed by the University in writing to the Contractor. Security guards will be deployed on rotation basis and each guard should be rotated after every fortnight. Also the security personnel deputed at the Campus and Hostel block should be shuffled on regular intervals. This rotation/shuffling work should strictly be followed by the service provider, i.e. the successful tenderer. No Security personnel should work more than 8 hours in 24 hours

12. The security guard on duty should also maintain a register for recording of Gate passes which are issued by the University time to time for various items of the organization like machineries, parcels, etc. and they have to produce these Gate passes to the WBNUJS, authority for verification as & when required.
13. The Contractor shall provide Security Services as per the instructions given by officers of the University. The University shall have right to change the duty posts without prior intimation to the Contractor and such change is binding on the Contractor.
14. The Contractor shall replace the Security Assistants/Supervisors/Gunman, if the competent officer of the University informs that his work is not satisfactory or upto the mark and standard.
15. The Contractor shall visit the University campus at least once in 2 weeks and make report in writing regarding security arrangements to the concerned University officer.
16. The Contractor should be surprise checking & it is mandatory every week.
17. The Contractor shall not transfer or assign the said work of providing security services to any other sub-contractor.
18. The Contractor shall be solely responsible to resolve disputes, if any between Security Assistants/Supervisors if required Gunman and the Contractor in or outside the Courts.
19. Dispute, if any, arising out of the manpower services contract shall be settled by mutual discussion and the decision of WBNUJS, will be final and binding in this matter. All disputes are subject to North 24 Pdns. Jurisdiction only.
20. The Contractor shall inform any untoward incident/s or emergencies to the officers of the University immediately and it is obligatory upon the Contractor to comply with the instructions given by the officers of the University in this regard on telephone/cell phone.
21. The Contractor and his staff shall comply with all instructions and directions of the WBNUJS, authorities given from time to time. In the event of any emergent situation, the staff of the Contractor shall comply with instructions given by the WBNUJS, authorities, without waiting for confirmation from the Contractor.
22. The contractor will maintain Attendance Register duly countersigned by Supervisor. The copy of Attendance Register/sheet is to be submitted along with bill for payment of wages.
23. The tentative date of Commencement of Service : January 2020.



## **Payment**

1. The Tenderer shall comply with all existing Labour Acts, such as Contract Labour Regulation Act, Workmen's Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act, [Govt. of India Minimum Wages Act (watch and ward staff on contract) for Gunman and Security Supervisor etc. For any lapse or breach on the part of the contractor in respect of non-compliance of any Labour Legislation in force during the validity of the contract, the Contractor would be fully responsible and would indemnify WBNUJS, in case the University is held liable for the lapse on the part of the Contractor, in this regard.
2. The rates are subject to revision as per Minimum Wages Act/Govt. of India Minimum Wages Act (watch and ward staff on contract) as per rates applicable while the service charge will remain the same. The timely payment of Employees' contribution towards PF & ESI at scheduled rates will be the sole responsibility of the successful Tenderer. The tenderer shall be responsible for the payment of wages & allowances of staff members deputed by him at WBNUJS, Kolkata as per the wages force and fixed by the Govt. and all statutory dues to the persons employed by the contractor for providing the said services. WBNUJS, shall in no way be responsible for any default with regard to any statutory obligations related to the manpower deputed by the tenderer at WBNUJS, Kolkata
3. Since there may be delay in releasing payment by WBNUJS, to the contractor due to contingencies, payment of wages to the staff members deputed by the contractor should not be linked with receiving of payment from WBNUJS, and the contractor must pay the wages to their staff(s) deployed/engaged at WBNUJS, Kolkata by 7<sup>th</sup>/ 10<sup>th</sup> of every month. No request for relaxation will be entertained in this regard.
4. All the staff engaged by the successful contractor, shall be deemed to be the employees of the contractor. The contractor shall be solely responsible for their wages, fringe benefits, conduct, leave-records, etc., The contractor shall also provide its staff members photo-identity cards which may be checked by the WBNUJS, authority/concerned official(s) of WBNUJS, as and when necessary.
5. Payment will be made to the contractor on monthly arrear basis after necessary statutory deduction as applicable as per prevailing rate.
6. In the event of non-satisfactory service or any default, payment may be deducted as penalty as deemed fit which will be decided by the WBNUJS, authority and decision of WBNUJS, to this effect shall be final & binding on the agency/service provider.
7. Non-compliance of any terms and conditions enumerated in the contract shall be treated as breach of contract. Change in the Govt. rates (statutory, etc.) from time to time will be considered
8. The security personnel to be deputed must bear good moral character with decent personality, well disciplined and sincere. If, at any time, any of the security personnel are found to be guilty of misconduct in any manner, the Agency shall replace that person forthwith.
9. As per the WBNUJS, policy, payments and receipts to Government and Semi Government Agencies would be rounded off to the nearer higher rupee and in other cases the rounding off will be to nearest i.e., paisa 50 or above will be rounded off to the near higher rupee and paisa less than 50 will be ignored.

### **Responsibilities of Contractor**

1. The tenderer shall be responsible for all injuries and accidents, if any to persons deputed by him for the said service at WBNUJS, Kolkata. The workmen shall be insured against personal accidents arising out of and during the course of their duties.
2. In the event of injury, illness or mishap to any security personnel/manpower, WBNUJS,, Kolkata will not be liable to pay any compensation. The insurance cover shall include the liability under the Workmen's Compensation Act. And the contractor shall be fully responsible for the same.
3. The Agency/Firm shall at all times be responsible to maintain all types of liabilities under Workman's Compensation Act/Fatal Accident Act, Personal Injuries, Insurance Act and/or other Industrial Legislation in force from time to time.
4. The Contractor will indemnify WBNUJS, in case of any damage or liability, which may arise on account of action of any reason by them.
5. The Contractor shall not engage any Sub-Agent or Sub-Contractor whatsoever for rendering Security Service at WBNUJS,, Kolkata.
6. The agency will be responsible for the training and strict discipline and quality control of the guards
7. Immediate replacement of guards, if needed, due to any disciplinary ground or so, should be guaranteed
8. The security staff should be well versed and experienced about the office decorum and etiquette/behaviour. The Contractor shall be responsible for the acts and conducts of its personnel. In the event of any misconduct the decision of the WBNUJS, in the matter shall be final & binding.
9. The contractor will ensure deployment of required staff on all days of the week in three shifts. The security staff deputed by the contractor will ensure safety of man, materials, stores and property of WBNUJS, as well as students at Hostel and follow the rules and guidelines laid down by WBNUJS, from time to time.
10. The service provider will abide by the law of land, notification with regard to wage structure, condition of service, statutory obligation, etc. WBNUJS, will pay only the agreed amount per head per month. The Contractor will be fully responsible for payment of wages of security personnel deputed by him at WBNUJS, Kolkata as per Govt. of India Minimum Wages Act.
11. The numbers of guards are to be deployed as approved by WBNUJS, authority from time to time with relief guard for weekly rest days. A detailed deployment chart to be submitted to WBNUJS, in advance. Any subsequent change of security staff will be done with prior approval of WBNUJS, authorities. In case of any complaint against any security staff, the contractor will replace the staff, if directed by the WBNUJS, Authority.
12. Payment will be deducted on pro-rata basis and as applicable in the event of absent of any security personnel on any day or so; however, it is strongly recommended for a suitable substitute/replacement during one's absence.
13. WBNUJS, will not provide any mode of transport in respect of manpower or any items/materials required for the service.
14. If there is any variance in regard to the rates of minimum wages to between the State Govt. and the Central Govt. the rate which shall be higher in between the two shall prevail.
15. In case of any increase in the rate during the period of subsistence of the contract, the contract shall immediately give effect and shall seek reimbursement from the University.




16. In case any security personnel is involved in any sexual harassment, within the University campus, then in such event shall be dealt with by the Internal Complaints Committee of the University.

WBNUJS, would have the right to terminate the contract without notice before the expiry of the term, in case the performance is not up to the standard, or in case there is any violation of WBNUJS, Rules & Regulations, or if there is any lapse in compliance of any Labour Legislation, or if there is any incident of indiscipline on the part of the Contractor or his staff. The decision of WBNUJS, in this regard would be final and binding on the Contractor. In such events, WBNUJS, shall have the right to engage any other contractor to carry out the task.

#### **Security Deposit**

Agency to pledge in favour of University a lump-sum amount of Rs. 1 lakh (Rupees one lakh) or 10% of the total contractual value whichever is less, as security deposit by account payee draft/bank guarantee within 15 days of acceptance of Tender. The amount of deposit will be released without interest after successful completion of the contract.

  
Smt. Sikha Sen  
Registrar (Acting)



**SCHEDULE OF QUOTE**

Serial No:

---

**NAME OF FIRM:**

**PAN No.**                    :

---

**AUTHORISED SIGNATORY:  
(NAME AND DESIGNATION)**

---

**ADDRESS FOR COMMUNICATION:**

---

---

**CONTACT TELEPHONE / MOBILE NOS.:**

---

---

<b>EARNEST MONEY</b>	<b>:</b>	<b>Draft No:</b>		<b>Date:</b>
<b>Rs. 50,000/=</b>		<b>Bank</b>	<b>:</b>	

---

I accept all conditions stipulated in the tender documents and agree to abide by the norms and procedures as prescribed by the NUJS.

**DATE:**                    /2019

-----  
***SIGNATURE OF THE AUTHORISED SIGNATORY***

**QUOTE FORM**

Date: 01.10.2019

No. NUJS/Service/SS/2019-20

Offer Expires on 25.11.2019 at 16.00 hrs.

Date of opening of Tender : 28/11/2019 at 16.00 hrs.

**For Security Service**

Pay	Supervisor	Supervisor With arms	Unarmed Guard	Unarmed Guard	Armed Security Guard	Armed Security Guard
	Ex- Servicemen	Ex- Servicemen	Civilian	Ex- Servicemen	Ex- Servicemen	Civilian
Basic Pay for 26 days						
VDA						
Basic +VDA						
EPF						
ESI						
Supervisor Allowance						
Gun Man Allowance						
Bonus						
Service Charges (% of Basic)						
Service Tax						
<b>Total</b>						

DATE:        /        /2019

-----  
**SIGNATURE OF THE AUTHORISED SIGNATORY**