



## WEST BENGAL HIGHWAY DEVELOPMENT CORPORATION LIMITED

(A Wholly Owned Company of Govt. of West Bengal)

An ISO 9001,14001,18001 Certified Company

HRBC Bhawan, 4<sup>th</sup>& 5<sup>th</sup> Floor, MunshiPremchandSarani, Kolkata 700021

Tel.: (033) 2262 5267, Tele Fax: (033) 2262 5266, Email: [info@wbhdcl.gov.in](mailto:info@wbhdcl.gov.in)

Corporate Identity Number U45203WB2012SGC180687

[www.wbhdcl.gov.in](http://www.wbhdcl.gov.in)

---

**Memo No: 1802/1/WBHDCL**

**Date: 23.12.2016**

West Bengal Highway Development Corporation Limited, (A Wholly owned Company of Government of West Bengal) issues Notice Inviting Quotation (NIQ) for courier service.

“Throughout these bidding document, the term “bid” , “service” and “tender” and their derivatives (“bidder/tender/service provider”, “bid/tender/service”, “bidding/tendering/service providing”, etc.) are synonymous

### **Work criteria:**

The contractor has to carry out the necessary courier service from WBHDCL office.

#### **A. Eligibility Criteria for Tendering.**

1. The bidder may be a proprietary firm, partnership firm, Limited Company, Corporate body legally constituted, who possess the required licenses, registrations etc as per law valid at least for 12 months from the date of the opening of tender.
2. The Courier Service provider Agencies shall have an all India network including Chhattisgarh.
3. The bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this tender. An undertaking in this regard may please be submitted.
4. There should be no case with the police/Court against the proprietor /Firm/Partner or the Company.

#### **B. Bid Validity**

The bid shall be valid and open for the acceptance of the Competent Authority of WBHDCL for a period of 180 day from the date of opening of the tenders and no request for any variation in quoted rates and/ withdrawal of tender on any ground by successful bidder shall be entertained.

Tender has been invited as per terms of Notification No.: 5400 F (Y) Dated: 25th June 2012 of Finance Department. If any features not found to be mentioned in the tender document, please refer to above mentioned notification for compliance/observance.

## **C. Scope of work**

### **General**

1. The agency shall provide Courier Services of our Documents / Packages to various destinations in intra city, district, India.
2. The period of contract of under the scope of work shall be valid for one year which may be extended by two years, one year at a time, if the services are found to be satisfactory on the same terms and conditions and at the discretion of Authority of the WBHDCL.
3. It shall be the responsibility of the courier agency to promptly respond to WBHDCL calls, Non-tampering of samples and documentation and ensure safe delivery of the documents/Packages to the destination without any damage.
4. The material to be used and norms of packing of samples will be advised by WBHDCL from time to time for different products.
5. Proof of Delivery (POD) of the samples should be given to WBHDCL. POD should invariably contain the consignee stamp & signature. Please mention whether any other proof of delivery other than POD is available (with supporting document). Two copies POD/Booking to be enclosed with the bill.
6. Facilities to track the courier through website should be available.

## **D. Payment Terms**

- Monthly invoice is to be submitted in favor of West Bengal Highway Development Corporation Limited along with supporting documents of previous month. Payment will be made by within 30 days from the date of submission of invoice after necessary checking and scrutiny of the invoice.

## **E. Termination or Cancellation**

WBHDCL reserves the right, at its convenience, to terminate or cancel the whole or any part of the Services by giving 15 days advance notice thereby if:

- (i) The Bidder fails to comply with any of the terms of the order.
- (ii) The Bidder becomes bankrupt or goes into liquidation.
- (iii) Any receiver is appointed for the property owned by the Bidder.
- (iv) On breach of confidentiality of information.

## **F. Confidentiality**

The Bidder shall not use confidential information, the name or the logo of WBHDCL except for the purposes of providing the Service as specified under this contract.

The Bidder shall be liable to fully recompense WBHDCL for any loss of revenue arising from breach of confidentiality. WBHDCL reserves the right to adopt legal proceedings, civil or criminal, against the Bidder in relation to a dispute arising out of breach of obligation by the Bidder under this clause.

## **G. Settlement of Disputes**

### **a. Amicable Settlement:**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this agreement or the interpretation thereof.

In the event of any Dispute between the parties, either Party may call upon (MD, WBHDCL) and Chairman of the Board of Directors of the bidder for amicable settlement, and upon such reference, the said person shall meet no later than 15 days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 15 days period or the Dispute is not amicably settled within 20 days of the meeting or the Dispute is not resolved as evidenced by the signing of writing referred to in clause b or such longer period as may be mutually agreed by the parties either party may refer the Dispute to arbitration and conciliation in accordance with the provisions of clause d (Arbitration and Conciliation)

**b. Dispute Resolution:**

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement between the parties and so notified in writing by either Party to the other Party shall in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in clause d.

- c. The Parties agree to use their best efforts for resolving all disputes arising under or in respect of this Agreement promptly equitably and in good faith and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

**d. Arbitration and Conciliation:**

- I. Any dispute which is not resolved amicably by conciliation, as provided in clause 8(a). Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi or such other rules as may be mutually agreed by the Parties and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 (including any statutory modifications thereof for the time being in force and as may be enacted from time to time) .The venue of such arbitration shall be Kolkata and the language of arbitration proceedings shall be English.
- II. There shall be Board of three arbitrators, of whom each party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- III. The arbitrators shall make a reasoned award. Any Award made in any arbitration held pursuant to the clause 8 shall be final and binding on the Parties as from the date it is made and both the parties agree and undertake to carry out such Award without delay.
- IV. The Bidder and the Service Receiver agree that an Award, any, be enforced against both the parties, as the case may be.
- V. The Agreement and the rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceedings hereunder.

**H. Jurisdiction:**

- a. Litigation, if any pertaining to this contract will come under the jurisdiction of the courts at Kolkata only.
- b. All contracts shall be deemed to have been wholly made in Kolkata and all claims there under are payable in Kolkata City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Kolkata only.

- c. The bidder is warranted that all service rendered by them shall conform to applicable city, states & central laws, ordinances and regulations and the bidder shall indemnify / defend / relieve WBHDCL harmless, from / of against loss, cost of damage, by reason or any actual or alleged violation thereof.
- d. WBHDCL shall not be liable under the Workmen's Compensation Act of 1923 and rules made thereunder (including any statutory modifications thereof for the time being in force and as may be enacted from time to time); in case any employee or workmen receives injury while actually serving his employer in connection with the latter's work inside the compound of WBHDCL.
- e. All obligations in respect of the employees of the Bidder will have to be complied with by the Bidder as per the Act/Rules, including Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour (R&A) Rules 1971, ESI, PF, Contract Labour License etc. failing which the bidder shall be fully responsible for all the consequences thereof.

**I. Force Majeure:**

If at any time, during the continuance of the contract, the performance in whole or in part by either party of any obligation under the contract prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to a "event"), provided notice of happenings of any such event duly endorsed by the appropriate authorities/chamber of commerce in the country of the Bidder giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall by reason of such event be entitled to terminate the contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end of ceased to exit and the decision of the WBHDCL as to whether the deliveries have so resumed or not shall be final and conclusive provided further that if the performance in whole or in part or any obligation under the contract prevented or delayed by reason of any such event for a period exceeding 60 days the WBHDCL may at his option terminate the contract.

**J. Terms and Conditions:**

- a. The items will be required to be delivered free of cartage charges at the premises of the office of WBHDCL.
- b. You will be required to supply the same with in very short period as directed by WBHDCL from the date of Requisition of the job in printed format signed by WBHDCL.
- c. You will hereby indemnify and will keep us indemnified against all acts of omission or negligence, dishonesty or misconduct of the workmen /staff engaged by you for work at our office / premises and we shall not be liable to pay for any damages or compensation to such person or to third party. You shall at all times indemnify us against any claim whatsoever which would arise under Employees State Insurance Act, The Employees Provident Fund (and Miscellaneous Provisions) Act 1952, Contract Labour (Regulations & Abolition) Act 1970, Workmen Compensation Act, 1923, Payment of Wages Act 1936, The Payment of Bonus Act 1965, The Minimum Wages Act 1948, Employer's Liability Act 1938, Employment of Children Act 1938, and / or under any statutory notification thereof or otherwise in respect of any damages or compensation payable in consequence of any accident, death or injury sustained to your workmen /employees engaged by you, which may arise out and in the course of their duties in our premises, nor we shall be liable to pay damages or compensation to such persons or to third parties.

**K. Instruction for submission of bid document:**

1. Tenders are invited for providing Courier Services as mentioned in this document in the office of West Bengal Highway Development Corporation.
2. Financial Bid are to be placed in two separate sealed envelope and the two envelopes super script as "Supply of Courier Services to West Bengal Highway Development Corporation Ltd" are to be dropped within a single sealed envelope in the "TENDER BOX" at HRBC Bhawan, 4th & 5th Floor, Munshi Premchand Sarani, and Kolkata-700021
3. The bids shall reach latest by 1500 hrs on 06.01.2017. The late bids (i.e. bids received after the specified date and time) shall not be considered. WBHDCL shall not be responsible for the late receipt of bid in any manner

Price bid as per Annexure A

<b>Destination</b>	<b>Rate upto 250 gms</b>	<b>Rate upto 500 gms</b>
Intra City		
Eastern Region (West Bengal, Bihar, Jharkhand, and Orissa)		
Delhi, Rest of the Metro Cities		
North East and Rest of India		
Philipines		