



WEST BENGAL HIGHWAY DEVELOPMENT CORPORATION LIMITED
(A Wholly Owned Company of Govt. of West Bengal)
An ISO 9001, a4001 and 18001 Certified Company

HRBC Bhawan, 4th & 5th Floor, Munshi Premchand Sarani, Kolkata 700021
Tel.: (033) 2262 5267, Tele Fax: (033) 2262 5266, Email: info@wbhdcl.gov.in
Corporate Identity Number U45203WB2012SGC180687

www.wbhdcl.gov.in

NIQ

Memo No. 315/WBHDCL

Date: 24-03-2017

About Us:

West Bengal Highway Development Corporation Limited (A Wholly Owned Company of Govt. of West Bengal) was incorporated in April 2012 under Companies Act 1956 as a wholly owned company of the Government of West Bengal under Public Works Department. West Bengal Highway Development Corporation Limited has its registered office at Kolkata, West Bengal. It has an authorized capital of Rs. 2000 Crs (Rupees Two thousand crores only) and paid-up capital of Rs. 818 Crs (Rupees Eight Hundred and Eighteen crores only) divided into 81,80,000 equity shares of Rs. 1000.00 each. Being a Government company, all the shares are held by the Government of West Bengal.

The Corporation acts as a nodal organization for development, up-gradation and maintenance of State Highways as part of this core network. The present Government of West Bengal contemplated for creation of a Special Purpose Vehicle (SPV) to upgrade and maintain core road network in the district comprising of State Highways and adopt Public Private Partnership as an instrument of delivery of better roads where private / public operator shall be allowed to levy user charge or toll for a certain period of time.

Mission:

- To promote core road network primarily comprising of state highways in state of West Bengal by taking up Road Works, Bridges, under-pass , ROBs etc., and to improve road network by taking up construction, widening / strengthening and improvement/up-gradation of state highways and bridges and to implement long term maintenance regime for state highways and bridges.
- To develop, upgrade and maintain important roads connecting State Highways and those roads handed over to corporation by Government from time to time.
- To promote and encourage Private Sector Participation in Highway Sector at state level by acting as a nodal organization of the state in creating an enabling environment to attract private capital in highway sector .
- To construct, reconstruct, erect, build remodel, repair, reclaim, demolish, develop, improve, operate and maintain the roads, bridges, culverts, embankment, sideways, subways, flyovers, tunnels, railroads, multi - modal transport systems and infrastructure, models and complexes for improvement of state highway network of West Bengal .
- To identify potential schemes for implementation under PPP (i.e. BOT, BOT-Annuity or any other evolving modes of PPP) consistent with policy of the Government of India and Government of West Bengal and to appoint any Consultant in Government or Private sector in order to collect data and information, to carry out detail survey and investigation in order to prepare feasibility report and detailed estimate of project as well as assess and report economic and financial viability of the project in PPP mode.
- To act as the nodal Bidder of the State Government for executing roads and allied infrastructure projects or for objects as envisaged in above clause under public - private or joint venture basis through selection of concessionaire in a transparent manner for construction, operation and maintenance of specified highways and bridges in PPP mode.

- To act as nodal organization on behalf of state of West Bengal to prepare Feasibility, DPR and other reports for procuring Loans/Aids from External Funding Agencies like ADB , World Bank , JBIC etc. and act as Executing Bidder for such Externally Aided Projects (EAP) on behalf of State of West Bengal .
- To prepare Road Information System and Road Management System in IT enabled and GIS Platform and develop strategic plans for the state road sector for identification, prioritization and selection of projects based upon economic, social, technical, commercial and environmental parameters.
- To Act as Bidder in connection with infrastructure projects in India or abroad.
- To follow competitive and transparent bidding procedures in procurement of Consultancy Services, Civil works Contract and selection of Concessionaire for PPP Project.

Vision:

The present government of West Bengal contemplated for creation of a Special Purpose Vehicle (SPV) to upgrade and maintain core road network in the district comprising of state highways and adopt Public Private Partnership as an instrument of delivery of better roads where private / public operator shall be allowed to levy user charge or toll for certain period of time.

West Bengal Highway Development Corporation Limited, (A Wholly owned Company of Government of West Bengal) issue Notice Inviting Tender (NIT) from reputed and experienced parties for supply office stationary at HRBC Bhawan, 4th& 5th Floor, Munshi Prem Chand Sarani, Kolkata-700021.

A. Criteria for eligibility:

1. The bidder should have Experience to render same services in any one govt. organization and at least 3 organization of repute.
2. The service provider should not have been blacklisted by any Govt. Organization, undertaking, Corporation etc. Undertaking for same should be submitted along with bid document as per annexure A.
3. The bidder should have valid PAN Trade License & VAT registration (If Any).

B. Contract period:

1. The validity of the contract would be for a period of one year form the date of acceptance of purchase order.
2. The WBHDCL will have option to extend the period of contract by another one year or a particular period depending on performance and satisfaction of work subject to the approval of competent authority.
3. WBHDCL reserve the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory.

C. Scope of Work:

Since the quantity of the material required in the tender is approximate as such it cannot be promised that under this rate contract and during the period of its currency how much store shall be purchased except that the supply order for the articles mentioned in the annexure shall be placed with the bidder except the rights reserved as under:

1. To enter into rate contract with one or more than one bidder
2. The right to get the supply of concerned article through any other source

D. Rates and Taxes:

1. Rates will be inclusive of all taxes.
2. Income Tax and other statutory levies as applicable from time to time will be deducted from the bills.
3. Unless otherwise specified in the NIT, the consultant shall pay all such taxes, duties, fees and other impositions, as may be levied under the Applicable Law and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it including labour Cess. However, only for service Tax, Bidder shall pay Service Tax at applicable Rates and same shall be reimbursed by the Authority on submission of documentary evidence of such deposit of Service Tax.

E. 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.

F. Earnest Money and Security Deposit:

Every bidder have to submit a Bank Draft of Rs., 1000/- as Earnest Money Deposit in favour of "West Bengal Highway Development Corporation Limited" payable at Kolkata. Earnest Money Deposit will be refunded to the unsuccessful bidder while the same of the successful bidder will be kept with WBHDCL as security deposit which will be refunded without any interest after completion of contract period or cease of contract which over may be applicable.

G. Right of Invocation of Security Deposit:

West Bengal Highway Development Corporation Limited reserves the right to invoke the Security Deposit at any time during its validity period in the event of failure / delay in service / breakage any sorts of operational complication of ordered service / breach of any terms of this contract.

H. Termination or Cancellation:

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

1. The Bidder fails to comply with any of the terms of the order.
2. The Bidder becomes bankrupt or goes into liquidation.
3. Any receiver is appointed for the property owned by the Bidder.
4. On breach of confidentiality of information.

I. 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.

J. Settlement of Disputes:

1. 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 (ii) 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 J(4).

2. 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 J(4).

3. 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.

4. Arbitration and Conciliation:

- I. Any dispute which is not resolved amicably by conciliation, as provided in clause K(i). 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 K 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.

K. Jurisdiction:

- I. Litigation, if any pertaining to this contract will come under the jurisdiction of the courts at Kolkata only.
- II. 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.

L. 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.

M. Fraud and Corrupt Practices:

The Bidders and their respective officers, employees, shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this EOI, WBHDCL shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") during the Selection Process, or after the issue of the Notice of Award or the execution of the Contract. In such an event, WBHDCL shall, without prejudice to it's any other rights or remedies, forfeit and appropriate the Bid Security.

For the purposes of the Clause above, the following terms shall have the meaning hereinafter respectively assigned to them:

- i. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- ii. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any persons participation or action in the Selection Process;
- iii. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by WBHDCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest;
- iv. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

N. Terms and Conditions:

- i. The Bidder shall 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 any status or under any provision of the laws of the land.
- ii. WBHDCL will not be responsible for any injury or loss of life of the persons deployed for delivery of stationery items. The Bidder will have proper insurance against any injury or loss of life of his/her personnel (directly or indirectly originated from their assignment with WBHDCL).
- iii. During the tenure of this Contract period, no extra charges on whatever grounds are to be admitted by us. Rate shall be firm and shall not be subject to any escalation due to any reasons whatsoever.
- iv. Bidder will be disqualified unless they furnish the particulars and enclose authentic copies of documents as asked for in the form of particulars.
- v. A tender being submitted by a Firm or a Company must be signed by each of the partners thereof and in the event of absence of any of the partners it shall be signed on his behalf by a person holding a power of attorney authorizing him to do so. Certified copies of Registration Certificates, Partnership deed and Power of Attorney shall have to be furnished with the tender is to be considered for acceptance.

G) Instruction for submission of bid document:

The bid shall be submitted in two parts:-viz, Technical Bid & Financial Bid

Technical Bid should contain:

- i. Copy of Trade License duly attested
- ii. Copy of PAN Card duly attested
- iii. Copy of VAT registration if any
- iv. Copy of service order as mentioned under Criteria for Eligibility
- v. Draft/Cheque/Pay order of EMD
- vi. Declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any Govt. Agencies on letterhead. (As per Annexure-A)

Financial Bid which contain:

Price Quotation as per Annexure-B

Both the bids should be submitted in two separate sealed envelopes super scribed as "Technical Bid for Supply of Stationary Item" and "Financial Bid for Supply of Stationary Item". EMD of Rs 1000/=(Rupees one Thousand Only) in the form of Demand Draft or Bankers' Cheque only of any scheduled bank in favor of West Bengal Highway Development Corporation Limited should be in third envelope along with covering letter and it should be superscripted "Supply of Stationary Item". All three sealed envelopes should be put in a fourth sealed envelope and should be super scribed "Supply of Stationary Item" and submit the same to The Managing Director, West Bengal Highway Development Corporation Limited, HRBC Bhavan,4th & 5th Floor, Munshi Prem Chand Sarani, Kolkata -700021 latest by 1.00 PM on 06.04.2017

N.B. TENDER WILL BE OPENED AT 14:00 HRS. ON 06.04.2017.PARTICIPATING BIDDERS ARE REQUESTED TO ATTEND.

Annexure A

UNDERTAKING
(Original signed copy on company letterhead)

Letter No. _____ Dated: _____

To,
Director Finance,
West Bengal Highway Development Corporation Limited
HRBC Bhavan
4th & 5th Floor, Munshi Premchand Sarani
Kolkata-700021

Dear Madam,

We declare that our Company / LLP / Partnership / Society / Proprietorship (name of the service provider)/suppliers has not been blacklisted by any Central / State Government Department / Public Sector Undertaking.

Sincerely,

Signature of authorized person with seal

Full Name:

Date:

Place:

Annexure B

Financial Bid

Sl	Item	Unit	Rate (in Rs.)
1	Letter Head on 85 GSM paper with 2 colour silk screen printing as Annexure- C	1000 pcs	
2	Continuation Sheet for Letter Head on 85 GSM paper with 2 colour silk screen printing as Annexure-C	1000 Pcs	
3	16" X 12" Brown envelope with 1 colour silk screen printing	1000 pcs	
4	12" X 10" Brown envelope with 1 colour silk screen printing	1000 pcs	
5	10" X 4.5" white/brown envelope with 2 colour silk screen printing	1000 pcs	
6	Visiting Card (Thick Ivory) with 2 colour silk screen printing	100 pcs	
7	Writing pad (50 sheet) with white 70 gsm paper and bi colour cover Size: 7.25" X 10"	100 pcs	
8	Writing pad (50 sheet) with white 70 gsm paper and bi colour cover Size: 5.5" X 8.5"	100 pcs	
9	Poly rubber stamp	1 no.	
10	Pre inked rubber stamp	1 no.	
11	Name plate (12" X 4")	1 no	
12	Flex (51/2' X 3')	1 no.	
13	Birth day card with envelop	1 no	
14	Level Book (104 pages per book)	1 no	
15	Measurement Book (208 pages per book)	1 no	
16	Map holder	1 no	
17	16" X 12" Brown cloth envelope with 1 colour silk screen printing	1no	
18	12" X 10" Brown cloth envelope with 1 colour silk screen printing	1000 pcs	


Signature of authorized person with seal

Full Name:


Date:

Place:

Annexure C

 <p>WBHDC West Bengal Highway Development Corporation Limited</p>	<p>WEST BENGAL HIGHWAY DEVELOPMENT CORPORATION LIMITED (A Wholly Owned Company of Govt. of West Bengal) An ISO 9001,14001 & 18001 Certified Company HRBC Bhawan, 4th & 5th Floor, Munshi Premchand Sarani, Kolkata 700021 Tel.: (033) 2262 5267, Tele Fax: (033) 2262 5266, Email: info@wbhdc.gov.in Corporate Identity Number U45203WB2012SGC180687</p>
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Sample Design of Letter Head



Sample Design of Continuation Sheet for Letter