



THE W.B. NATIONAL UNIVERSITY OF JURIDICAL SCIENCES
‘DR. AMBEDKAR BHAVAN’ 12, LB BLOCK, SECTOR- III
SALT LAKE CITY, KOLKATA – 700 106
PHONE NO: 033 25694700
Fax- 2335-7422/0511

TENDER FORM

Offer expires on 25.11.2019 at 16.00 hrs

Tender No: CS/08/2019
Date: 01.10.2019

Date of opening of Tender : 04.12.2019 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.

(General Conditions of Tender)

GENERAL INSTRUCTIONS AND GUIDELINES FOR THE BIDDER

ELIGIBILITY CONDITIONS

- a. Only authorized agencies in the business of providing Indian Postal Services /Courier service/ International Courier service/ Postal Air Mail Services with minimum experience of 10 years in the services are permitted.
- b. The agency is required to have branch offices in all metropolitan cities, state capitals and other major towns of India. The agency is required to provide a list of stations along with addresses, telephone number, e mail and Fax where its offices or contact offices are located.
- c. The Agency should be well equipped to pick up any number of documents to be presented/ handed over to the consignee.
- d. The Agency should pick up the materials from the office in the morning hours will be around (12.00 p.m.) every day for any number of documents and as and when required by the office. Information for that will be informed two hours prior to the pick up to the agency through email and phone.
- e. The Agency should submit pin code wise tentative delivery time of the documents.
- f. The agency must have carried out similar work during the last three years and at least three orders of similar work in Government/autonomous organizations or public sector undertakings or reputed companies. A copy of the award letter **satisfactory performance certificate** from existing clients is required to be furnished from at least three of the above organizations.
- g. The details of inputs / information required to be submitted by the agency is as per the **Annexure-I**.
- h. Minimum annual turnover for each year for last two years from similar work should be greater than or equal to Rs.6 lakhs (Rupees six lakhs)
- i. Bidder must be having the ISO Certificate and other applicable Certification from a reputed certifying Agency.
- j. Bidder must be having **24 Hrs helpline numbers & details of dedicated customer support to track the consignment.**
- k. Bidder must be having **SMS tracking numbers to track the consignment. The bidder must ensure the tracking documents for atleast a year or the case may be,**
- l. Tenders received without requisite documents, including demand draft of EMD, shall not be entertained.

- m. Bidders declared by Government of India to be ineligible to participate for unsatisfactory past performance, corrupt, fraudulent or any other unlawful or unethical business practices shall not be eligible.
- n. 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 from the Company Secretary or Authorised Signatory.

The bidder should not be blacklisted/terminated by any Government organization/ agency for unsatisfactory past performance, corrupt,

SCOPE OF WORK

- I. The Authorized representative of Courier agency will collect parcels/letters/other materials from the University.
- II. The agency should collect documents/parcels on all working days and on holidays if there are some urgent requirements.
- III. The authorized representative of Courier agency will be required to furnish receipt of the parcels/letters collected along with the tracking number.
- IV. The agency will return the undelivered parcels/letters within two weeks.
- V. The agency will ensure that all the parcels/letters are delivered to the recipient to whom it is meant for and in no case is delivered to anybody other than the recipient.
- VI. The agency will furnish proof of delivery of parcels/letters every week after getting signature of the recipient, his/her name and telephone number. The Representatives of Courier Service will write the name and telephone number of the recipients themselves.
- VII. Dead/ Dry weight or volumetric weight, whichever is HIGHER should be taken while calculating the rates. For volumetric weight, Air: volumetric weight = $L \times B \times H$ (in cms) / 6000 and for Surface: volumetric weight = $L \times B \times H$ (in cms) / 4750.
- VIII. The quantities mentioned in the financial offer are tentative for evaluation of tender only actual quantities may vary.
- IX. The agency should not involve in any fraudulent or any other unlawful or unethical business practices.

GENERAL CONDITIONS OF TENDER

Period of Contract

- a. The contract will be valid for a period of three (3) years initially.
- b. On expiry of One year, the WBNUJS reserves the right to extend the contract further on the same terms & conditions as mutually agreed in writing if the service of the agency found satisfactory.

TERMINATION OF THE CONTRACT

- a. WBNUJS may terminate the contract without assigning any cause by giving three months' notice in writing. However, the notice period may be extended by mutual agreement till alternate arrangements are made. Further, any pending or unresolved service, function, task, performance, unpaid fees and any other remedies shall continue by both the parties during the period of termination notice and the same must be satisfied before this agreement is terminated.
- b. The Agency shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have derived from the execution of the work in full, but which he did not derive in consequences the full amount of the work not having been carried out, neither shall he have any claim on compensation / damage for the loss suffered by him by reason of termination of agreement by the WBNUJS
- c. The Institute without prejudice to any other remedy, reserves the right to terminate the Tender / Contract in whole or in part and also to blacklist the Agency for a suitable period without giving any notice in case he fails to honour his bid or contract without sufficient grounds or found guilty for breach of condition /s of the tender or contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by agency or by its staff or agent. WBNUJS decision in such a situation shall be final and shall be accepted by the service provider without any objection or resistance. In such case of termination, the WBNUJS will have the right to put in place any other agency for carrying out the remaining enrolment work. Any extra expenditure shall be recovered from the agency.
- d. If the successful bidder withdraws or the services provided by the successful bidder are not found satisfactory (say in a month or so) during the probationary period of three months from the date of taking over charge, ICSI reserves the right to terminate the contract without giving any notice and initiate appropriate necessary action in the matter for making alternate arrangements.

EARNEST MONEY DEPOSIT (EMD)

1. The Earnest Money Deposit (EMD) of Rs. **30,000/- (Rupees: Thirty Thousand only)** in the form of Demand Draft/pay order drawn in favour of "WBNUJS" payable at Kolkata only is to be submitted along with the technical bid.
2. Tenders received without the prescribed Earnest Money Deposit (EMD) of Rs. 25,000/-) shall not be entertained
3. The EMDs of the unsuccessful bidders will be refunded without any interest or bank charges. The EMD of the Successful bidder will be refunded after submission of the Security Deposit/ Bank Guarantee by the party.

IMPOUND OF EMD

EMD of the successful bidder shall be liable to be forfeited if the agency does not fulfil any of the following conditions:

- I. If the Bidder withdraws their offer during the period of tender validity.
- II. If after submission of quotation the Bidder fails to honour the contract or refuses to comply with any or all terms and conditions of the tender.
- III. An agreement is not signed in the prescribed form within ten days of the receipt of the Letter of Award of the Contract;
- IV. The Agency does not commence Courier services within seven days of the stipulated date for commencement of Courier services,

SECURITY DEPOSIT

Security deposit / performance guarantee of **Rs. 50,000/- (Rupees: Fifty Thousand Only)** in the form of bank guarantee from Govt. Sector Bank as per the format given in **Annexure-V** is to be submitted by the Agency immediately within 7 days of the execution of the agreement to cover any loss or damage caused to or suffered by the WBNUJS due to acts of commission and omission by the Agency or any failure on the part of Agency in fulfilment of terms and conditions of the contract and conditions contained in the agreement. The bank guarantee should be valid up to three months beyond the expiry of contract period.

PAYMENT TERMS

- I. The agency service will raise bills on completion of each calendar month. The proof of Delivery (PODs) will be preserved and maintained by courier agency and should be submitted along with the monthly bill payment the Payment will be made within 40 days after scrutinizing and verifying the same.
- II. In case of untimely or non-delivery of parcels/letters etc. or damage to the parcels/letter, WBNUJS reserves the right to deduct the amount from the monthly billing of the agency along with the penalty.

LIQUIDATED DAMAGES

- I. The timely and accurate delivery of the letters/articles/packets/ documents etc. with utmost promptness is the essence of this tender. Extensions of the time limit of the delivery of the packets/articles/ documents beyond the agreed delivery schedule will not be given except in exceptional circumstances. In case of delay in delivery beyond the agreed delivery schedule, ***penalty at the rate of 5% of the freight value for that consignment or part thereof, subject to maximum 25% of total Freight***

Value of delivery rate. Quantum of liquidated damages assessed and levied by the WBNUJS shall be final and not challengeable by the Agency.

- II. The Agency shall exercise due care and caution while transporting the consignments to avoid any damage or loss at any stage. The Agency shall be responsible for the safety of the consignment in their custody. WBNUJS shall be at liberty to recover all the damages or any payable amount from the Agency's monthly bills, if the Agency fails in taking care of the consignment in its custody.
- III. All the material shall be deemed to be in the possession of the Agency and in his care and custody, at his risk and responsibility from the moment they have been handed over to and accepted in writing by the Agency or his representative at the pickup point and till such time they are delivered to the addressees under proper acknowledgement. The Agency shall be responsible for any mishap, accident en-route, the consequences thereof including legal compensations, if any, and payable during the execution of the contract. The WBNUJS shall not be in any way responsible for any accident or damages incurred or claims arising there from during the period of the contract.
- IV. Subject to clause for Force Majeure if the bidder fails to provide the service as agreed, the WBNUJS at its discretion may without prejudice to any other right or remedy available to the WBNUJS in the tender and the Contract, forfeit the entire performance bank guarantee submitted by the agency, apart from blacklisting of the agency for further participation in any of the tenders of the WBNUJS.

INDEMNITY

The agency hereby covenants and agrees to indemnify and shall at all times keep indemnified the WBNUJS against any loss or damage that the WBNUJS may sustain as a result of the failure or neglect of the Bidders to faithfully carry out its obligations under this agreement or negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the Agency or its employees, agents, representatives and further to pay for all losses, damages, costs, charges and expenses which the WBNUJS may reasonably incur or suffer, and to indemnify and keep indemnified the WBNUJS in all respects.

FORCE MAJEURE

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (herein after referred to "eventuality"), provided

notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall be reason of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or cease to exist. In case of any dispute, the decision of Vice Chancellor shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause the WBNUJS shall be at liberty to take over from the Agency at a price to be fixed by the WBNUJS, which shall be final, all unused, undamaged and acceptable materials, bought out components and other stores in the course of operation which may be in the possession of the agency at the time of such termination, or such portion thereof as the WBNUJS may deem, fit except such material, as the agency may, with the concurrence of the WBNUJS, elect to retain.

ARBITRATION

- I. In the event of any dispute difference, claims and demands arising between WBNUJS and the agency in any matter arising in relation or connection or pursuant or touching to the meaning, operation, effect or interpretation of this tender / agreement directly or indirectly, the matter shall be referred to the Vice Chancellor of the WBNUJS who may himself act as sole arbitrator or may name as sole arbitrator an officer of WBNUJS notwithstanding the fact that such officer has been directly or indirectly associated with this contract. The decision / award of the Arbitrator shall be final and binding on the parties. Cost of Arbitration will be shared equally by the parties.
- II. The place of the arbitration shall be at WBNUJS, 12 L.B. Block, Sector – III, Kolkata – 700 098.
- III. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.
- IV. The proceedings of arbitration shall be in English language.

JURISDICTION

In respect of any dispute arising between WBNUJS and the agency in any matter covered / touched this tender / contract or arising directly or indirectly there from or connected or concerned with the said contract, the courts at Delhi shall only have the jurisdiction.


1.10.19
Smt. Sikha Sen
Registrar (Acting)

ANNEXURES**Annexure -I****Technical bid****Details of Inputs/ Information to be provided by the Bidder**

S. No.	Items	Information /inputs to be filled by the Bidder (if required separate sheets may be enclosed)
1.	Name and address of the agency , telephone number, fax, mobile number, email address Contact Person	
2.	Type of organization (Whether proprietorship, partnership, private limited, limited company)	
3.	Name and address of the directors/ proprietor /partners	
4.	Year of formation of the company/ experience as a courier agency	
5.	Branches in other cities in India and abroad and contact details	
6.	Name of Agency's 2 largest clients, to whom Agency provides similar Services.	
7.	Any sister concerns and their address	
8.	Details of registration/ membership/ trade license	
9.	Total number of employees of the firm	
10.	helpline numbers & details of dedicated customer support	
11.	SMS tracking numbers to track the consignment.	
12.	ISO Certificate details	
13.	Bar coded AWB facilities	
14.	Online Software for tracking end to end delivery of documents.	

	(Web tracking facility for tracing Consignments)	
15.	Income tax return for the last three financial years	
16.	Total turnover of the courier agency during last three financial years <i>(Minimum annual turnover for each year for last two years should be Rs. 1 Crore)</i>	
17.	Service tax number/ certificate / DVAT etc.(Attach a copy of the Registration Certificate / letter.)	
18.	Income Tax Permanent Account No. (Attach documentary Proof)	
19.	Change of the firm name at any time. If so, when and reason thereof	
20.	Dispute, if any	

Undertaking:

I hereby certify that all the information furnished above is true to my knowledge. I have no objection to WBNUJS verifying any or all the information furnished in this document with the concerned authorities, if necessary.

I also certify that, I have understood all the terms and conditions indicated in the tender document and hereby accept the same completely.

Signature of the authorized signatory of the agency

Official seal/ stamp

Date:

Place:

ANNEXURE – II

Financial Bid

Individual Table proforma to be submitted for each mode of service

- a) Ordinary Courier
- b) Registered Post
- c) Speed Post/Parcel
- d) Ordinary Post
- e) Book Post
- f) Express Courier
- g) Hand delivery within Kolkata
- h) Surface transport for materials (1 kgs- 5 kgs) ; (5kgs – 10 kgs) ; above 10 kgs.

Station	1gm. to 50 gms.	51 gms. to 100 gms.	101 gms. to 200 gms.	201 gms. to 500 gms.	Additional 500 gms. or part
Intra city (all pin codes of Kolkata)					
West Bengal					
North East region					
Metro Cities (mention names other than Kolkata)					
Rest of India Other than mentioned above					
Remote Places					

Individual Table proforma to be submitted for each mode of service
Airmail/Registered Air Mail/Courier Services

<u>International</u>	1gm. to 50 gms.	51 gms. to 100 gms.	101 gms. to 200 gms.	201 gms. to 500 gms.	Additional 500 gms. or part
USA					
Asian Region other than SAARC					
SAARC Countries					
European Countries					

Signature of the authorized signatory of the agency