



Chanakya National Law University

NYAYA NAGAR, MITHAPUR, PATNA- 800001

NIQ No. - 03/2016-17

Dated: - 08-06-2016

Subject: Quotation for Horticulture (Gardening Maintenance) Contract Services.

Sealed Quotations under Double Bid Systems are invited in the format given as Annexure-I and Annexure-II) in a sealed envelope super scribed with 'Quotation for Horticulture (Gardening Maintenance) Contract Services-2016' on the following address:

The NIQ document may be downloaded from the website of the CNLU i.e., <http://cnlu.ac.in> for which parties would be required to enclose a demand draft of Rs. **2000/- (Rupees Two Thousand)** only towards the cost of the NIQ document along with their quotes, failing which the quotation shall not be entertained.

To

THE REGISTRAR

CHANAKYA NATIONAL LAW UNIVERSITY
NYAYA NAGAR,
MITHAPUR,
PATNA- 800001

1. Schedule: -

- | | | |
|------|---|-----------------------------------|
| i. | Last date & Time of submitting filled in quotation document | :up to 23.06.2016 up to 4.00 P.M. |
| ii. | Date of Pre-Bid Meeting | : 20.06.2016 at 12.30 P.M. |
| iii. | Date & Time for opening of Technical Bid | : 23.06.2016 at 4.30 P.M. |
| iv. | Date & Time of opening of Financial Bid | : 27.06.2016 at 2.30 P.M. |
| v. | Venue | : Registrar Chamber, CNLU. |

B. TECHNICAL QUALIFICATIONS

1. The bidder should have **05 years of minimum experience** in the profession of providing Horticulture (Gardening Maintenance) Contract Services in the Government organizations/ Educational Institutions other commercial organizations having the area similar to that of the University premises.
2. The bidder should have Service Tax Registration No. or PAN No. & TIN Number
3. The bidders should have Registration No. under the EPF Act 1952 and Registration No. under the ESI Act and must hold a labour license from the competent authority.
4. The bidder shall submit an EMD of **Rs. 30,000/- (Rupees Thirty Thousand only)** in the form of DD and should be issued in the favour of **CHANAKYA NATIONAL LAW UNIVERSITY**, payable at **PATNA**.

C. PRE-BID MEETING:

To brief the bidders and to solve their queries/site visit, a pre-bid meeting is scheduled on, **20-06-2016 at 12.30** in the office Chamber of Registrar, CNLU

LAST DATE FOR SUBMISSION OF QUOTATION:

Last date for submission of Quotation is by **23.06.2016 at 4.00 pm.**

D. OPENING OF QUOTATION:

The Technical Bids will be opened same day on **23.06.2016 at 4.30 pm** in the presence of the bidders who wish to remain present. The Bidders attending the event should carry letter of authority from their firms/agencies. The Financial Bids of technically responsive bidders will be opened in their presence on a dated **27.06.2016 at 2.30p.m.**

The University reserves the right to select or reject any bid without assigning any reason thereof. The DD of EMD amount be submitted along with this. EMD of all unsuccessful bidders shall be returned immediately after awarding the contract to the successful bidder.

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PART - I (One)

FORMAT FOR COMPOSITE Quotation-For Horticulture (Gardening Maintenance) Contract Services**From:**

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To**The Registrar**

Chanakya National Law University,
 Nyaya Nagar, Mithapur,
 Patna-800 001.

Details E.M.D. Rs.30, 000/- (Rupees Thirty Thousand Only)

Draft No.....Issuing Bank.....Date

SL. No.	Particulars	Details to be filled in by Agency/Firm
1.	Name of the Agency/ Contact Person	
2.	Regd. Office/ Business Address of the Agency	
3.	Date of incorporation of the Firm. State whether it is Partnership/ or Proprietorship(attached a copy for proof)	
4.	PAN or TIN No of the Agency as applicable (Attach a Copy as a proof)	
5.	Whether the Agency has minimum 5 years' experience in providing Horticulture (Gardening Maintenance) Contract Services (Attach a copy of work Orders)	
6.	Number of Manpower working with the Agency	

Declaration:

1. I/we agree that the decision of CNLU, Patna in selection of Bidders will be final and binding to me/us.
2. I/we agree that we have no objection if inquiries are made about our works, its related areas and any other inquiry regarding all contracts listed by us in the bid.
3. All the information and data furnished herewith are true and correct to the best of my/our knowledge & belief.

Date :

Place :

**Name, Designation and Signature
 With Seal of the Company**

INSTRUCTIONS FOR FILLING/SUBMITTING QUOTATIONS

- (a) The quotation should be submitted only in the prescribed Quotation schedule form given in Annexure-I and II.
- (b) The Quotationer should study all the quotation documents carefully and understand the quotation Contract Conditions, Specifications etc., before quoting the rate. If there are any doubts, they should get clarification during **pre-bid meeting** but this shall not be a justification for submission of late Quotation or extension of opening date. Quotation should be strictly in accordance with Specifications and Quotation Documents.
- (c) The Quotationer should visit the site and acquaint himself with the site conditions before quoting the price. He is also expected to know about the availability of water supply, electricity supply, approach road, and any other ancillary facilities since these are to be provided/ arranged by him (unless otherwise specified) at his cost to execute the works. All the above factors must be taken into account in the rates quoted.
- (d) The Quotationer should quote his rates for all items in the Quotation schedule. All the rates given in the quotation Schedule should be expressed both in figures and words and where there is a difference between the two, the rates given in words will be taken as authentic. Also, if any discrepancy between unit rate and amount are found, Unit rate will be considered as the correct one.
- (e) All entries in Quotation documents should be in ink and all corrections should be attested under full signature of the contractor. Corrections wherever necessary should be made by scoring the wrong words/figures by drawing a line across them and attesting these with the full signature of the contractor. These shall not be erased or overwritten. Every page of the quotation documents shall be signed by the Quotationer at the end of last entry thereon.
- (f) All Quotation should be submitted in a sealed cover boldly super-scribed- **Quotation Ref. Number & Quotation for Horticulture (Gardening Maintenance) Contract Services-2016-17** and shall be sent by Registered/Speed Post or Courier so as to reach the concerned authority as laid out in the Quotation form before the closing date and time or dropped in the Quotation box kept in the concerned authority's office before closing date & time with the permission of the concerned authority.

A. TERMS & CONDITIONS

1. DEPLOYMENT OF STAFF

Horticulture (Garden Maintenance) Contractor shall compulsorily engage 15 staff (**03 Skilled Supervisor** and **12 Un-skilled gardeners**) for **Horticulture (Garden Maintenance) services so as to meet the contractual obligations** as outlined below in **Clause-A** in consultation with authorised personnel of the University so as to ensure that jobs are carried out effectively.

2. WAGES OF STAFF

- (a) Horticulture (Garden Maintenance) Contractor shall pay minimum wages to all workmen as per the **Minimum Wages Act** (as amended from time to time).
- (b) Contractor shall be responsible for providing ESI benefits as per rule.

3. COMPLIANCE OF STATUTORY NORMS

- (a) The Institute is registered in terms of the Contract Labour (Regulation and Abolition) Act, 1970 with the Registering Officer under the Regional Labour Commissioner (state). As such, the service provider shall be required to obtain requisite license from the office of the Regional Labour Commissioner (state) under the aforementioned Act.
- (b) The contractor shall have his own set-up including registration under the relevant laws governing the type of work he is to perform.
- (c) The contractor shall abide by all the rules and regulations of the labour laws and rules framed there under and maintain all the registers required under the above mentioned Act, Rules and regulations, including the Contract Labour (Regulation and Abolition) Act, 1970.
- (d) The contractor shall pay wages directly to the workmen without any intervention of any labour contractor. The contractor shall also ensure that no amount by way of commission or otherwise is deducted from the wages of the workmen.
- (e) The contractor shall be solely responsible with regard to the supervision, salary/wages, and service conditions in respect of his employees/workmen, which shall be fair and in no case be less than the wages prescribed by the Central Labour Commissioner under the Minimum Wages act as in force from time to time.
- (f) All employees of the contractor shall carry Employment/Identity Cards issued by the contractor at all times, in terms of Rule 76 of the Contract Labour (Regulation and Abolition) Central Rules, 1971.
- (g) The contractor shall be responsible for observance of all labour laws, rules, acts and regulations.

6. YEARLY ESCLATION ON QUOTED RATE

The price will remain firm and fixed during the pendency of contract.

7. MOBILIZATION MONEY

CNLU shall not pay any mobilization advance for the Contract.

8. VALIDITY OF QUOTED RATE

- (a) Rates quoted by the Quotationer shall be valid for a period of 3 months from the date of opening of the Quotation for acceptance by CNLU. Once the rates are accepted, that will be valid for throughout the contract period.

- (b) If the Quotationer fails to accept the work order, if placed at his originally quoted rates, or subsequently negotiated rates, as the case may be, the Earnest Money shall be forfeited.

- (c) Once the quotation is accepted and the work order placed on the successful Quotationer, the rates shall be valid for the entire contract period (3 years).

9. TERM OF CONTRACT

The contract shall be initially valid for the period of 3 **(Three) years** from the date of the contract. CNLU will evaluate and examine the performance of services of the House Keeping Agency. If the services are found satisfactory, the CNLU reserves the right to extend the contract for another one year on the same rates, terms & conditions or the terms as may be mutually agreed.

10. TERMS OF PAYMENT

The following terms of payment shall apply:

- (a) CNLU will not pay any mobilization advance for the contract.
- (b) "On Account" bills will be paid based on monthly basis as assessed by CNLU taking into consideration the work for the previous month.
- (c) Any non- performance, damages/ theft caused by workmen of contractors shall be recovered from the monthly bills of the contractor.
- (d) Rates quoted should be inclusive of all taxes VAT/Sales Tax etc.
- (e) Statutory Tax like Service Tax if applicable shall be quoted separately in the price bid and it will be paid accordingly provided agency/contractor provide documentary evidence of having duly paid the tax.
- (f) Your bills/ works will have to be certified for satisfactory performance, by the concern Officer-in-charge.

11. EARNEST MONEY DEPOSIT:

The Earnest Money of **Rs. 30,000/- (Rupees Thirty Thousand Only)** in the form of DD shall be submitted along with quotation. The Demand Draft (DD) should be drawn on any Nationalised / Scheduled Bank in the favour of Registrar, Chanakya National Law University, payable at Patna.

SECURITY DEPOSIT:

In the case of successful Quotationer, the EMD shall be converted into the security deposit and retained with CNLU till the completion of the contract period without any interest charges. Quotationer may have to attend the concerned office of CNLU for negotiations/ clarifications required by them in respect of their quotations without any commitment on the part of CNLU. The successful bidder shall deposit 3% of agreement amount at the time of executing the agreement on form F₂. Rest 5% of the performance security will be deducted from the on account payments. Performance security will be released after 60 days of completion of contract period.

13. PAYMENT OF BILLS

- (a) The payment to agency shall be made strictly on satisfactory work and on the basis of daily attendance of 03 supervisor and 12 staff.
- (b) The agency must submit the proofs of payments towards PF, ESIC and Service Tax dues of previous month for claiming subsequent month's payment. (if any)
- (c) Payment against the bills of flower plants, seedlings, etc. shall be made after the verification of accomplished jobs by officer in-charge.

14. SPECIAL INSTRUCTIONS:

- (a) If the Bidder fails to accept the work order issued at the rates originally quoted by him or at the rates negotiated subsequently, as the case may be, the Earnest Money shall be forfeited.
- (b) While executing the work the contractors have to ensure that no inconvenience whatsoever is caused to the office premises functioning in the premises.
- (c) Adequate number of safety measures including first aid boxes, must be provided on the site by the contractor.
- (d) The Price Bid shall be unconditional. The conditional Quotation shall be rejected.
- (e) The contractor shall abide by rules and regulations, by laws and statutes etc. imposed by the Government/ semi Government and other local authorities such as municipality etc., for execution of his job.
- (f) Any damage caused to the existing facilities while carrying out the work shall be made good by the contractor at his own risk and cost to the entire satisfaction of CNLU.

- (g) Successful contractor will comply with the provisions of all current labor laws during the progress of the work. The contractor shall obtain all the permission as per the provisions of labor laws and display the same at the premises if applicable.

- (h) Monthly salaries will be disbursed by the agency from his own resources before 7th of each month for the previous month. After receiving proof of same along with other statutory challans submitted, the payment will be released.
- (i) The agency shall replace immediately any of its personnel who is found unacceptable to CNLU because of security risk, incompetence, conflict of interest, improper conduct etc. up on receiving a notice from CNLU. No association or trade union activities will be allowed by the manpower supplied by the agency.

15. Amendment of Quotation

- I. At any time prior to the last date for receipt of Quotations, the CNLU, may, for any reason, whether at its own initiative or in response to a clarification requested by the Quotationers, modify the Quotation by issuing an addendum/corrigendum. Any such amendment issued along with the original Quotation document will constitute Revised Quotation.

- II. The addendum/corrigendum will be uploaded on the CNLU website. The Quotationers are requested to visit the website frequently to check for any amendments.
- III. The CNLU may at any time during the Quotationing process but before opening the technical quotation request the Quotationers to submit revised Technical / Commercial Quotations and/or Supplementary Commercial Quotations, in case of change in Scope of Work, without thereby incurring any liability to the affected Quotationer or Quotationers.

16. SCOPE OF WORK & SERVICES:

The scope of works includes:

- (a) Day to day watering for all plants / garden /lawns.
- (b) Weeding out of grass & other unwanted bushes at regular intervals in the campus.
- (c) Day to day cleaning such as removal of debris, Stones, Foliage leaves, broken branches etc.
- (d) Pruning to be done as and when required by authorised personnel of CNLU.
- (e) Well decomposed farm yard manure application for all vegetation bimonthly.
- (f) Replacement of dead/damaged plants, attending the patch works in the lawn.
- (g) Maintaining the overall aesthetics of the landscape and supervision of skilled labor involved in landscape activities and maintenance.
- (h) Safety of all permanent irrigation system and its accessories shall be the contractor's responsibility. If damaged/mutilated during the period, the same need to be replaced with similar or equivalent ISI approved material/parts. Any delay caused in replacing, and thereby harm to the plants shall be worked out accordingly and 200% damage liability shall be levied on the contractor.

(i) The Contractor shall have the following equipment's, implements, accessories at their disposal available at site during the entire maintenance period.

- | | |
|------------------|---------------------------------|
| i. Pick axe | ix. Wheel barrow |
| ii. Spade | x. House pipe |
| iii. Crow bar | xi. Adjustable water spray guns |
| iv. Gudli | xii. Hard brooms |
| v. Cane baskets | xiii. Rain Coats |
| vi. Iron pan | xiv. Secateurs |
| vii. Khurpis | xv. Garden Shears |
| viii. Water cans | xvi. Sprayer-9L capacity |

(j) The contractor shall employ the following technical/skilled staff during the entire Garden maintenance period. Their attendance is compulsorily on full time basis.

No. of skilled gardener (Garden Supervisor) : 03

No. of unskilled garden maintenance workers : 12

(k) Gardeners/helpers shall be presentable, healthy and available at site for inspection during working hours.

(l) In case necessity, shift duty shall be imposed anytime during the garden maintenance period for which the contractor shall not be paid anything extra.

(m) Proper manpower supervision, keeping log-notes, apprising the authorised personnel of CNLU about maintenance activities on a regular-basis are to be strictly followed.

(n) The Contractor shall compulsorily issue the Identity cards to staff at their own cost.

17. CONTRACTOR HAS TO FOLLOW THE FOLLOWING MAINTENANCE SEHEDULE:

(a) Day to day watering for all plants/ gardens/ lawns.

(b) Weeding out of grass & other unwanted bushes at regular intervals in the campus.

(c) Pest control to be done once in 3 weeks.

(d) Mowing of the lawn i.e. once in 15 days.

(e) Day to day cleaning such as removal of debris, stones, foliage, leaves, broken branches etc., from the garden and surrounding area of the campus.

(f) Pruning to be done as and when required – as per discretion of in-charge of Herbal Garden Maintenance/ CNLU Officer-in Charge.

(g) Farm Yard manure application for all vegetation bimonthly.

- (h) Replacement of dead/damaged plants, attending the patch works in the lawn/meadow.
- (i) Maintaining the overall aesthetics of the landscape and supervision of skilled labour involved in landscape activities and maintenance.
- (j) The Institute will not be supplying any materials except electricity and water at site.

18. SECURITY & SAFETY NORMS

The Contractor shall follow strictly the norms of security and safety while working on the premises of CNLU. All Safety norms for interior and electrical works have to be followed as applicable.

19. ELECTRIC & WATER SUPPLY

CNLU shall provide power and water supply free of cost of required for the works at one point in the proximity of the site.

20. OFFICE/STORES ON THE SITE

The Contractor shall make his own provision for all necessary storage with adequate security on the site in a specified area for all materials, which is likely to deteriorate by the action of the sun, rain or other material causes due to exposure, in such a manner that all such materials, Tools, etc., shall be duly protected from damage by whether or any other cause. All such stores shall be cleared away and the ground left in good and proper order on completion of this Contract unless otherwise expressly mentioned therein.

21. DEDUCTIONS

If contractor fails to render the above services to the satisfaction of the Officer in-charge on any particulars day for any reason during the contract period, appropriate deductions shall be made

From their bills. Appropriate deductions as decided by the Officer-in-charge shall also be made for ineffective/ incomplete services.

22. PERIOD OF CONTRACT

Initially Two Years from the date of contract and which can be extended further by 1 year on agreed terms and conditions.

23. TIME OF MOBILIZATION

The work covered by this contract shall have to commence within 15 (Fifteen) days after the receipt of communication in the form of a letter/fax message.

24. SUB-LETTING OF WORKS

No part of the contract nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or whosoever.

26. TERMINATION OF CONTRACT

The Institute shall at any time be entitled to determine and terminate the contract for any reason including unsatisfactory performance or violation of Minimum Wages Act or of any of the other terms and conditions of the contract. A notice in writing from the institute to the contractor shall be issued giving 30 (Thirty) days' time for such termination and vacation of the premises, without assigning any reasons thereof. If all or part of the contact is terminated in accordance with the provisions contained above, the institute shall pay to the contractor charge up to the effective date of termination. However, the termination of the contract shall

not relieve the contractor of any of his obligations imposed by the contract with respect to the work performed by them prior to such termination.

Annexure-II

FINANCIAL-BID (Part- II)
(To be deposited in separate seal cover)

NIQ No. - 03/2016-17

Dated: - 08-06-2016

Financial Bid for Horticulture (Gardening Maintenance) Contract service.
Earnest Money: Rs. 30,000/- (Thirty Thousand) Only.

Specification:

1. Availability of Garden area is the vacant space in side whole of the University Campus (around more than 14200 sq. Metre)
2. The work will be taken up immediately from the date specified in the work order.
3. Wages be paid to the workers as per rates decided by Department of Labour, Employment and Training, Govt. Of Bihar for unskilled, semiskilled and skilled.

Financial / Price Bid (Horticulture services
Financial Bid should be kept in a spare sealed cover) to be filled in ink.

Name of the Firm/ Agency

SL No.	Description of work	Total amount in Rupees. (Both in Figures and Words)
1.	Maintenance of Existence Lawns. The job contract includes the following maintenance works with materials, equipment's, labour and consumables like preparation of new seeds sowing seasonal flowering plants and landscaping. Organic mixture manure medicine spray weeding out undesired grass and dry plants by engaging 390 man days. Total area Vacant area in the University Campus including lawns maintained (Approx. area more than 14200 sq. metre)	
2	Total cost per month (including Service Tax), VAT	

Declaration

I (Name & Designation) s/o
.....resident of
.....do hereby declare as under:

1. That I am the authorized person to sign this Quotation form.
2. That the applicant has read & understood all terms & conditions and the same are acceptable to the applicant.
3. That all the information submitted herein is true and nothing material has been concealed.

4. That the applicant shall submit any evidence or document as requested by CNLU, Patna.

5. That the applicant undertakes to render CNLU, Patna free from all and any kind of liability and consequences resulting out of this present agreement.

Date:
Place

Signature:
Name:
Designation:
Common Seal: