

CHANAKYA NATIONAL LAW UNIVERSITY

Nyaya Nagar, Mithapur, Patna-1, Phone No: 0612-2352309, E-mail : registrarcnlu@gmail.com ,
Website: <http://cnlu.ac.in>

NIQ FOR APPOINTMENT OF COURIER SERVICE AGENCY

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1. NOTICE INVITING QUOTATION

NIQ No.- 20/2015-16, Date: March 12, 2016

The CHANAKYA NATIONAL LAW UNIVERSITY (CNLU) was established under the **Chanakya National Law University Act, 2006 (Bihar Act No. 24 of 2006)** and included in **section 2(f) & 12(B) of the U.G.C. Act, 1956.**

Sealed quotations are invited from reputed Courier agencies / firms with relevant experience and having sufficient infrastructure for dispatching letters / parcels of the CHANAKYA NATIONAL LAW UNIVERSITY.

The NIQ document may be obtained during working hours from **March 12, 2016 to March 25, 2016** between 09.30 AM and 05.30 PM on all working days from the Counter of the CNLU at Administrative Block by submitting a demand draft of Rs. 500/- in favour of "Registrar, Chanakya National Law University", payable at Patna. The quotation document can also 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. 500/-towards the cost of the NIQ document along with their quotes, failing which the quotation shall not be entertained.

Sealed quotations addressed to Registrar, Chanakya National Law University, Nyaya Nagar, Mithapur, Patna-800001 shall be sent along with Earnest Money, duly mentioning on top left hand corner of the sealed envelope "**NIQ for Appointment of Courier Service Agency**" must reach office of the Registrar, Chanakya National Law University, Nyaya Nagar, Mithapur, Patna-800001 either by Registered Post/Speed Post/Courier or submitted by hand to the office of Registrar, Chanakya National Law University, Patna, not later than **3.00 PM on March 25, 2016**

The CNLU shall not be liable for any postal delays what so ever and quotation received after the stipulated date and time shall not be entertained.

2. GENERAL INSTRUCTIONS AND GUIDELINES FOR THE QUOTATIONER

2.1 ELIGIBILITY CONDITIONS

- I. Only authorized agencies in the business of providing courier service with minimum experience of 10 years in the services are permitted.
- II. The Courier agency is required to have branch offices in all metropolitan cities, state capitals and other major towns of India.
- III. The courier service 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.
- IV. The Agency should be well equipped to pick up any number of documents to be presented/handed over in one consignment.

- V. 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.
- VI. The details of inputs / information required to be submitted by the agency is as per the **Annexure-I**. Minimum annual turnover for each year for last two years from similar work should be greater than or equal to 1.80 Lakhs.
- VII. Quotationer must be having the ISO / equivalent Certificate and other applicable Certification from a reputed certifying Agency.
- VIII. Quotationer must be having **24 Hrs helpline numbers & details of dedicated customer support to track the consignment**
- IX. Quotationer must be having **SMS tracking numbers to track the consignment.**
- X. Quotations received without requisite documents, including demand draft of EMD, shall not be entertained.
- XI. Quotationers declared by Government of India/ Government of Bihar / any Central or Local PSUs to be ineligible to participate for unsatisfactory past performance, corrupt, fraudulent or any other unlawful or unethical business practices shall not be eligible.
- XII. The Quotationer 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 quotation. An undertaking in this regard from the Company Secretary or Authorised Signatory.
- XIII. The Quotationer should not be blacklisted/terminated by any Government organization/ agency for unsatisfactory past performance, corrupt, fraudulent or any other unlawful or unethical business practices.

2.2 GUIDELINE FOR SUBMISSION OF QUOTATION

- I. **Authorized Signatory:** Each and every page of the quotation document should be signed by Authorized person / signatory and to be enclosed with the Financial Quotation form and the work experience certificate. The quotation can be forwarded by owner or owner's representative. Representative will have to enclose the Letter of Authority / the Power of Attorney along with this offer or when demanded by CNLU, otherwise the offer will be considered null and void at any stage as per the decision of CNLU.
- II. **Corrections:** All the corrections made anywhere in the quotation form will have to be authenticated. The corrections without authentication will be liable to be rejected.
- III. **TECHNICAL QUOTATION:** Sealed Technical Quotation, along with a Demand Draft of Rs.7,200/- (Rupees Seventy Two Hundred only) towards EMD, drawn in favour of Registrar, Chanakya National Law University, payable at Patna, and other requested document mentioned in Annexure – I, placed in sealed envelope super-scribed **“TECHNICAL QUOTATION –NIQ for Appointment of Courier Service Agency”** NIQ Document received without EMD shall not be entertained.

- IV. **FINANCIAL QUOTATION:** Sealed Financial Quotation placed in a separate envelop super-scribed: **“FINANCIAL QUOTATION - NIQ for Appointment of Courier Service Agency”**.
- V. The above mentioned two sealed envelopes should bear the name and complete postal address of the Quotationer. Sealed envelopes containing Technical Quotation and Financial Quotation should be placed in a bigger envelop super-scribed **“NIQ for Appointment of Courier Service Agency”**. This bigger envelop, should be addressed to **“Registrar, Chanakya National Law University, Nyaya Nagar, Mithapur, Patna-800001”** and must reach to the CNLU office either by Registered Post/Speed Post/Courier or submitted by hand at office of Registrar not later than **03:00 PM on March 25, 2016**.
- VI. Quotations received after the stipulated date and time shall not be entertained under any circumstances whatsoever. The CNLU shall not be liable for any postal delays what so ever. Conditional quotations shall not be entertained.
- VII. The Quotationer(s) shall quote rates inclusive of all statutory levies, taxes, *fees, cesses, duties*, rate charges, surcharges, VAT, octroi, transport, freight, costs & other taxes and components etc. No component of cost / tax or any other charges shall be paid by the CNLU unless the same is included specifically in the quotations and agreed by the CNLU. Rates should be quoted both in figures as well as in words. In case the rates quoted in words & figures are at variance, the rates written in words will be taken as final.
- VIII. The CNLU reserves the right to reject or accept any or all quotation(s) without assigning any reasons and to restrict the list of pre-qualified agencies to any number deemed suitable by it, if too many Quotationers are received satisfying the basic pre-requisite criteria.
- IX. The Technical Quotation shall be opened on **March 25, 2016 at 03:30 PM** in the Chamber of Registrar, Chanakya National Law University, Nyaya Nagar, Mithapur, Patna-800001. Quotationer or their authorized representatives, may be present at the time of opening of quotation, if they so desire. No separate communication will be sent in this regard. In the event of due date being a close day or declared holiday, the due date for opening of the quotations will be the following working day at the appointed date, time and venue.
- X. The Price Quotations shall be opened on such later date, as may be notified by CNLU.

2.3 Validity of the quotations

- I. Quotations shall remain valid for 90 days after the date of opening of Technical Quotations prescribed by the CNLU. A quotation valid for a shorter period may be rejected as non-responsive. However, the prices finalized after opening the quotations shall not increase throughout the period of implementation and operation.

- II. In exceptional circumstances, the CNLU may request the Quotationer(s) for an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax / e-mail). The validity of EMD shall also be suitably extended.

2.4 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.

3. SPECIFICATION OF REQUIREMENTS

3.1 SCOPE OF WORK

- I. The Authorized representative of Courier agency will collect parcels/letters from the Chanakya National Law University, Nyaya Nagar, Mithapur, Patna-800001.
- 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.
- IV. The Courier agency will return the undelivered parcels/letters within two weeks.
- V. The courier 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 Courier 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 x B x H (in cms) / 6000 and for Surface: volumetric weight = L x B x H (in cms) / 4750.
- VIII. The quantities mentioned in the financial offer are tentative for evaluation of quotation only actual quantities may vary.

4. GENERAL CONDITIONS OF NIQ

4.1 Period of Contract

- I. The contract will be valid for a period of One year initially.
- II. On expiry of One year, the CNLU 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.
- III. Agreement of Form F2 will be signed between Registrar and the successful quotationer.

4.2 TERMINATION OF THE CONTRACT

- I. CNLU 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.
- II. 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 CNLU
- III. CNLU without prejudice to any other remedy, reserves the right to terminate the Quotation / 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 quotation or contract without sufficient grounds or found guilty for breach of condition /s of the quotation or contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by agency or by its staff or agent. CNLU's 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 CNLU 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.

- IV. If the successful Quotationer withdraws or the services provided by the successful Quotationer are not found satisfactory (say in a month or so) during the probationary period of three months from the date of taking over charge, CNLU reserves the right to terminate the contract without giving any notice and initiate appropriate necessary action in the matter for making alternate arrangements.

4.3 EARNEST MONEY DEPOSIT (EMD)

- I. The Earnest Money Deposit (EMD) of Rs. **7,200/- (Rupees: Seventy Two Hundred only)** in the form of Demand Draft/pay order drawn in favour of “Registrar, Chanakya National Law University” payable at Patna only is to be submitted along with the technical quotation.
- II. Quotation received without the prescribed Earnest Money Deposit (EMD) of Rs. 7,200/- shall not be entertained
- III. The EMDs of the unsuccessful Quotationers will be refunded without any interest or bank charges. The EMD of the Successful Quotationer will be refunded after submission of the Security Deposit/ Bank Guarantee by the party.

4.4 IMPOUND OF EMD

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

- I. If the Quotationer withdraws their offer during the period of quotation validity.
- II. If after submission of quotation the Quotationer fails to honour the contract or refuses to comply with any or all terms and conditions of the quotation.
- 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.

4.5 SECURITY DEPOSIT

Security deposit / performance guarantee of **Rs. 11,000/- (Rupees: Eleven Thousand Only)** in the form Demand Draft drawn in favour of Registrar, Chanakya National Law University, Patna issued by any nationalised / scheduled bank to be submitted by the Agency immediately within seven days of the execution of the agreement to cover any loss or damage caused to or suffered by the CNLU 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.

4.6 PAYMENT TERMS

- I. The Courier 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 30 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, CNLU reserves the right to deduct the amount from the monthly billing of the Courier Service.

4.7 LIQUIDATED DAMAGES

- I. The timely and accurate delivery of the letters/articles/packets/ documents etc with utmost promptness is the essence of this quotation. 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 10% of total Freight Value of delivery rate.** Quantum of liquidated damages assessed and levied by the CNLU 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. CNLU 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 CNLU 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 Quotationer fails to provide the service as agreed, the CNLU at its discretion may without prejudice to any other right or remedy available to the CNLU in the quotation 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 NIQ / NIT of the CNLU.

4.8 INDEMNITY

The Courier agency hereby covenants and agrees to indemnify and shall at all times keep indemnified the CNLU against any loss or damage that the CNLU may sustain as a result of the failure or neglect of the quotationers 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 CNLU may reasonably incur or suffer, and to indemnify and keep indemnified the CNLU in all respects.

4.9 FORCE MAJEURE

- I. 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.
- II. 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** of the CNLU 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 CNLU shall be at liberty to take over from the Agency at a price to be fixed by the CNLU, 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 CNLU may deem, fit except such material, as the agency may, with the concurrence of the CNLU, elect to retain.

4.10 ARBITRATION

In case of any dispute the decision of **VICE CHANCELLOR** will be final and binding to the both parties.

4.11 JURISDICTION

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

5. CHECK LIST

CHECK LIST OF DOCUMENTS REQUIRED FOR TECHNICAL SCRUTINY

- I. The list of documents required to be enclosed with technical quotation for getting eligible to be considered for technical scrutiny: -
- II. Supporting documents of annual bill value of Minimum of Rs.1.00 lakh from a single client for courier service only.
- III. Demand draft of Rs. 500/-(Rupees Five Hundred Only) drawn in favour of Registrar, Chanakya National Law University, Patna, payable at Patna as cost of document.
- IV. Demand draft of Earnest Money Deposit Rs 7, 200/- (Rupees: Seventy Two Hundred Only) drawn in favour of Registrar Chanakya National Law University, payable at Patna
- V. List of their offices/ branches, covering all offices of the courier agency, with complete address and telephone number.
- VI. Details of successfully executed similar work during last three year along with their **proof Certified Copies of the work order (s)** and contract in hand and satisfactory **performance certificate from existing clients** as mentioned in ELIGIBILITY CONDITIONS
- VII. List of Current Clients executing similar works/Assignments. (Attach Documentary proof i.e. work order, agreements etc.).
- VIII. A Certified Copy (s) of Registration Certificate, Service tax, DVAT etc.
- IX. Copy of valid ISO / equivalent Certificate.
- X. Duly filled in and signed **Declaration & Acceptance of Terms and Conditions**, as per Performa enclosed in **Annexure – III**

- XI. Complete copy of quotation document duly signed each of the pages.
- XII. The Complete details setup and establishment of the agency (copy of Certificate of Incorporation / Partnership Deed)
- XIII. Copy of last 3 Year's audited financial statement including profit and loss account and balance sheet. (Showing annual turnover of the firm)
- XIV. Income tax return for last 3 years along with copy of PAN card

Note: - The Quotationer who provided as required above will technically qualify subject to the submission of satisfactory report by CNLU's Inspection Committee after site inspection, if required, otherwise not.

6. ANNEXURES

ANNEXURE -I

Technical quotation

Details of Inputs/ Information to be provided by the Quotationer

S. No.	Items	Information /inputs to be filled by the Quotationer (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	
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 CNLU 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 NIQ document and hereby accept the same completely.

Signature of the authorized signatory of the agency

Official seal/ stamp

Date:

Place:

ANNEXURE – II

NIQ No.- 20/2015-16, March 12, 2016

Financial Quotation

Domestic

	Local Patna	Cities of Bihar	Rest of India
Per letter/article 0-50 Gms			
Per letter/article 51-100 Gms			
Per letter/article 101-250 Gms			
Per letter/article 251-500 Gms			
Per letter/article 501- 1.00 Kg			
Above 1.00 Kg (Rate per Kg to be given)	By Air	-	
	By Surface		
Expected Delivery Time			
Reverse Pickup Charge			
Tax if any			

International

	Asian countries	Gulf countries	Europe	African countries	South & North American countries	Australia continental
Per letter/article 0-50 Gms						
Per letter/article 51-100 Gms						
Per letter/article 101-250 Gms						
Per letter/article 250-500 Gms						
Per letter/article 501- 1.00 Kg						
Above 1.00 Kg (Rate per Kg to be given)						
Tax if any						

Signature of the authorized signatory of the agency

Official seal/ stamp

ANNEXURE -III

Declaration & Acceptance of Terms and Conditions

To,
Registrar,
Chanakya National Law University
Nyaya Nagar, Mithapur, Patna-800001

Sub: NIQ FOR APPOINTMENT OF COURIER SERVICE AGENCY

Sir,

This is with reference to your NIQ no: _____ due on _____. We are interested in participate in the quotation for appointment of courier service agency

We have read and understood the details as given in the NIQ information regarding the Scope of Work and Terms and Conditions for the selection and the same are acceptable to us. We have been given all the required information by CNLU. We have submitted the required Documents as per the format. We certify that we are eligible as per the said Terms. The duly signed copies of all the quotation pages are attached herewith.

(Signature of the Quotationer)
Printed Name Designation

Official seal/ stamp

Date:

Business Address: