

# CHANAKYA NATIONAL LAW UNIVERSITY, PATNA

Nyaya Nagar, Mithapur, Patna -1, Ph. No. – 0612-2352300, Website: <http://cnlu.ac.in>

**NIQ No. – 11/2018-19 Group D**

**Dated : 05/06/2018**

Sealed quotations, on behalf of Chanakya National Law University, Nyaya Nagar, Mithapur, Patna are invited from experienced and reputed service provider under Two Bid System i.e. Technical Bid and Financial Bid for the work mentioned below:

Name of the work	:	Providing Horticulture Services(Gardening Maintenance) in CNLU Campus.
Cost of Document	:	Rs. 5000/- (Five Thousand only) in form of DD (Demand Draft). DD should be in favour of Registrar, Chanakya National Law University, Nyaya Nagar, Mithapur, Patna – 800001
Contract Period	:	Two Years from the date of work order.
EMD	:	Rs. 36,000/- (Thirty Six Thousand only) in form of DD (Demand Draft). DD should be in favour of Registrar, Chanakya National Law University, Nyaya Nagar, Mithapur, Patna – 800001
Sale of Document	:	From 05/06/2018
Date & Time of Pre Bid meeting	:	08/06/2018 at 02:00 pm
Date & Time of receipt of bid	:	15/06/2018 up to 03:30 pm
Date & Time of opening of Technical Bid	:	15/06/2018 at 04:00 pm
Date & Time of opening of Financial bid	:	18/06/2018 at 04:30 pm
Place of all meeting	:	Registrar`s Chamber

## **Scope of work**

The scope of works includes:

- Day to day watering for all plants / garden /lawns.
- Weeding out of grass & other unwanted bushes at regular intervals in the campus.
- Day to day cleaning such as removal of debris, Stones, Foliage leaves, broken branches etc. at least 50 metres away from the boundary wall of the University.
- Pruning to be done as and when required by authorised personnel of CNLU.
- Well decomposed farm yard manure application for all vegetation bimonthly.
- Replacement of dead/damaged plants, attending the patch works in the lawn.
- Maintaining the overall aesthetics of the landscape and supervision of skilled labor involved in landscape activities and maintenance.
- 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.
- Seeding, cutting, budding, for expansion of nursery/ garden coverage areas be carried out in the University campus.

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- (j) 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

- (k) 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

- (l) Gardeners/helpers shall be presentable, healthy and available at site for inspection during working hours.  
(m) In case of necessity, shift duty shall be imposed anytime during the garden maintenance period for which the contractor shall not be paid anything extra.  
(n) Proper manpower supervision, keeping log-notes, apprising the authorised personnel of CNLU about maintenance activities on a regular-basis are to be strictly followed.  
(o) The Contractor shall compulsorily issue the Identity cards to staff at their own cost.

## Eligibility

Eligibility terms for intending quotationer are as follows:

1. The service provider should be registered under Indian Companies Act 1956 / Partnership Act or proprietorship firm having GST, Labour License, Provident Fund Registration, ESI Registration and Permanent Account Number (PAN) issued by respective authorities. Supporting documents should be annexed along with the technical quotation.
2. The service provider should be in same line of Business for minimum 05 (Five) years and having local office in Patna. Service provider have a proven track record of providing similiar type of servicesin reputed Institutes of Higher Learning / Indian Universities / Central or State Government Organizations / PSUs / Professional bodies, with at least one such type of projects. Copy of work orders / agreements along with completion / satisfactory performance certificates be annexed along with technical quotation.
3. The quotationer should not be currently blacklisted by any Central Ministry / State Govt. Departments / Public Sector Units / Universities nor should have any litigation enquiry pending and / or initiated by any Department or Court of Law with regard to the works executed by it during the last five financial years. **The quotationer shall furnish an undertaking duly attested by notary on a non-judicial stamp paper of value Rs. 100/- (Rupees Hundred only) as per Annexure II.**

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4. Those quotationers who are either blacklisted or debarred or against whom FIR has been lodged or whose contract has been rescinded by any Government /PSU or who have failed to execute the awarded work in past three years will not be allowed to participate in this bid process.

## Terms & Conditions

1. Quotations received after due date & time shall be summarily rejected.
2. Manner of submission of the Quotations: Sealed Quotations Technical & Financial in separate sealed covers should be either dropped in the Quotation Box marked “**NIQ No.- 11/2018-19 Group D dated 05/06/2018 for Providing Horticulture Services (Gardening Maintenance)**” or be sent by Post at the address given above so as to reach by the due date and time. Incomplete quotations are liable for rejection. No responsibility will be taken for postal delay or non-delivery/ non-receipt of Quotation documents.
3. Quotations should be forwarded by Quotationers under their original memo / letter pad. Annexure I , II and III should be attached with technical quotation.
4. Quotationers are advised to be present in the meeting of Pre Bid, Technical Bid and Financial Bid.
5. Quotationers are advised to study all technical and commercial aspects, instructions, terms and specifications carefully in the Quotation document. Failure to furnish all information required in the Quotation Document or submission of a quotation not substantially responsive to the Quotation document in every respect will be at the quotationer’s risk and may result in the rejection of the quotation.
6. The interested agencies are required to submit the Technical and Financial bid separately. The bids in sealed cover-1 containing “Technical Bid” (clearly super-scribed “Technical Bid” on the-envelop) and sealed cover-2 containing “Financial Bid” as per Annexure III(clearly super-scribed “Financial Bid” on the-envelop) should be placed in a third sealed cover super-scribed “Quotation for Providing Horticulture Services (Gardening Maintenance), CNLU, Patna.
7. This Quotation document is not transferable.
8. All documents should be signed by proprietor or an authorised signatory of firm. Original Certificate of authorisation should also be attached. Interlineations, corrections, erasures and/or over-writings shall be valid only if initialed by the person or persons signing the quotation.
9. Notwithstanding anything to the contrary in this document, the Chanakya National Law University is not bound to accept the lowest quotation and reserves the right to accept or reject any quotation, to reject quotations for some or all items and to cancel the quotationing process at any time prior to the award of contract, without assigning any reason whatsoever.
10. This notice is being issued with no financial commitment. The Buyer reserves the right to amend or vary any part thereof at any stage. Buyer also reserves the right to relax terms & conditions of the quotation in the interest of work and withdraw the Quotation, should it become necessary at any stage.
11. Buyer reserves the right to withdraw / cancel / amend the quotation at any stage without assigning any reason whatsoever.

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12. Clarification regarding contents of the quotations: During evaluation and comparison of quotations, the Buyer may, at its discretion, ask the quotationer for clarification of his quotation. The request for clarification will be given in writing and no change in prices or substance of the quotation will be sought, offered or permitted. No post-quotation clarification on the initiative of the quotationer will be entertained.
13. Financial Quotations of only those firms will be opened whose Technical Quotations are found responsive.
14. Rejection of Quotations: Canvassing by the Quotationer in any form, unsolicited letter and post-Quotation correction may invoke summary rejection. Conditional Quotations will be rejected.
15. Any Suggestions/Clarifications may be put forth in the pre quotation meeting.
16. The quotationer should adhere with all seriousness to the time schedule provided by the Chanakya National Law University, Patna.
17. The quotationer shall be liable to indemnify the Chanakya National Law University, Patna in all respects and meet and pay off the litigation expenses and all the liabilities including damages, sums etc. arising out of and as a consequence of the negligence, deficiencies, mistakes, lapses, delays etc. in the execution of the various jobs and the services provided.
18. **Quotation Evaluation Process:**
  - A. **Evaluation of Technical Quotation:**
    - Detailed technical evaluation shall be carried out in relation with the conditions in the quotation document to determine the substantial responsiveness of each quotation. For this clause, the substantially responsive quotation is one that conforms to all the eligibility and terms and condition of the quotation without any material deviation.
    - The evaluation committee may call the responsive quotationer who comply all Eligibility of the quotation for discussion to facilitate and assess their understanding of the scope of work and its execution.
  - B. It is mandatory for the bidder to qualify all the Technical qualifications (including eligibility criteria) to be responsive and for being considered for opening of their Financial Quotation and evaluation thereof.
19. The work order placed is liable to be cancelled at any time if any document submitted by agency is found fake and misleading.
20. All payments are subject to statutory deductions as and when applicable as per Bihar Financial Rule 2005 and its further amendments.
21. The selected quotationer will have to enter into agreement on PWD Form F2 within 15 days from date of issue of work order. If agreement is not signed within stipulated period earnest money may be forfeited.
22. Dispute if any, will be subject to Patna Jurisdiction only.
23. List of manpower for deployment in CNLU containing full details i.e. date of birth, marital status, address, medical fitness certificate etc. shall be submitted by successful agency before start of the work.

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24. The agency shall have to deposit a performance security of Rs. 54000/- (Fifty Four Thousand) of total contract value refundable after 60 days from the date of successful execution/completion of the contract. The EMD deposited by successful bidder shall be retained towards security deposit. Rest 5% of the performance security will be deducted from the on account payment. The Demand Draft should be in favour of “**Registrar Chanakya National Law University, Patna**”. No interest will be paid on EMD or Performance Security.

25. The agency must fulfil all conditions required under Labour Contract employment Act as amended from time to time.

The agency shall be responsible for making the payment to the workers.

In the event of injury, illness or accidents to any worker, CNLU will not be liable to pay any compensation. The insurance cover shall include the liability under the Workmen’s Compensation Act.

The agency shall abide by all the law of land including Labour Laws (PF, Income Tax, Service or any other extra taxes levied by the Government), companies Act., Tax deduction liabilities, welfare measures of its employees and all other obligations that are being instructed in such cases and are not essentially enumerated and defined herein, though any such burden/duty shall be the exclusive responsibility of the contractor and it shall not involve CNLU, Patna in any way whatsoever. Compliance of these provisions shall be ensured at the time to making monthly payments.

The agency shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to CNLU, Patna to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

26. The contract shall commence from the date of receipt of acceptance of the work order which shall be accepted by the manpower supplier firm within not more than 10 days from the receipt of the order or 15 days from the date of said order, whichever is earlier and shall continue till three years unless it is curtailed or terminated by CNLU, Patna.

27. The contract initially will be for a period of two years from the date of award or notified by CNLU, Patna. However, it can be extended on the same terms & conditions subject to satisfactory work of the contractor for another six months or till the execution of new contract, whichever is earlier. It may come to end any time provided the services are not up to mark. The termination will precede 21 days advance notice to the service provider.

28. 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.

29. Monthly wages will be disbursed by the agency from his own resources before 7<sup>th</sup> of each month for the previous month. After receiving proof of same along with other statutory challans submitted, the payment will be released.

30. The agency shall provide able and healthy persons within the age group of up to 40 years for gardening staff and up to 50 years (5 years age relaxation for experience and deserving candidates) for supervisors. A list of persons is to be submitted within 10 days of issue of L.O.I/W.O failing which the matter will be viewed as a breach of contract.

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31. The agency is to maintain (i) register indicating the nature of work done every day with locations, (ii) Register for materials in/out (Expense Book Register), (iii) duty register, (iv) Register for compliance with labour act.
  32. In the event of any labour problem it shall be the responsibility of the contractor to settle the issue at his own risk & cost. During the period of such problem or any other reasons, if the services are disrupted, the cost of the same shall be deducted from the contractor or his bill at double the rate of corresponding monthly bill (based on daily labour engaged by the University authority during the disrupted period).
  33. The agencies staff are to be properly uniformed with identity cards supplied by the agency while on duty with I.D. card.
  34. The general terms & conditions as attached should be signed on every page (as a token of acceptance) and submitted along with the documents mentioned in Technical Bid of the Quotation.
  35. The bidders should thoroughly inspect the areas of operation before submission of Quotation and submit Quotation as per the prevailing conditions and the requirements that are to be taken into account before quoting the rates. They can consult the Estate officer for any clarification in this regard.
  36. In case of unsatisfied performance in a particular areas suitable penalty may be imposed under intimation to the Service Provider. Persistence of such type of inaction will be constructed as breach of contract and may tantamount to termination of the contract.
  37. All directions from the end of the competent authority such as Vice-Chancellor/ Registrar etc. should be followed strictly. Deployment of manpower will be on instruction from Registrar or any other authorized CNLU officials. Any light shifting duty may also be undertaken as and when required.
  38. The contractor shall not appoint any Sub-Agency to carry out any obligation under the contact.
  39. Contractor shall abide by all laws of the land including, Labour laws (ESI,, PF, Bonus, Income Tax, Service Tax or any other Taxes levied by the Government) Companies Act, Tax Deduction liabilities, welfare measures of its employee and all other obligations that enjoin in such cases and are not essentially enumerated and define herein, though any such onus shall be the exclusive responsibility of the agency, and it shall not involve the Institute in any way what-so-ever.
  40. Contractor should also provide required Uniforms, Safety Shoes etc. to the workers at his own cost.
- ❖ The University may serve the Contractor with a notice in writing to that effect and if the Contractor does not, within 7 days after delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good, and carry on the work or comply with such instructions as aforesaid to the entire satisfaction of the Officer, the university shall be entitled after giving 48 hours' notice in writing to terminate the contract, as a whole or in part or parts (as may be specified in such notice).
- i) In such a case of termination, the Employer/Officer may adopt the following courses
    - a) Take possession of the site and any materials, constructional plants, equipment, stores, etc.

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b) Carry out the whole or part of the work from which the Contractor has been removed, by the employment of the required labour, materials, plants and equipment and other resources.

❖ In cases of termination of contract, the Employer/Officer shall be entitled to forfeit the whole of the Security deposit.

#### 41. FORE-CLOSURE OF CONTRACT:

- i) The CNLU/Officer shall be entitled to fore-close the contract, at any time, should, in the
- ii) University's opinion, the cessation of works becomes necessary, owing to paucity of funds or from any other cause whatsoever. Notice in writing from the University of such Closure and reasons therefore, shall be conclusive evidence thereof.
- iii) The Contractor shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not in consequence of fore-closure of contract under this clause.

#### 42. SETTLEMENT OF DISPUTES

- i) In case of any dispute, controversy or claim which may arise in relation or in connection with this agreement, the matter will be referred to Hon'ble Vice-chancellor of the University, whose decision will be final and binding before both the parties.

#### 43. PAYMENT TERMS

- i) Payment will be made only on submission of following documents:
  - a) Check list of various areas signed by authorised staff.
  - b) Verification of attendance of the staff present during the month.
  - c) Verification of the material procured/utilized duly by any staff authorised by Registrar.

**44. During vacation period payment will be admissible as per actual area covered.**

#### 45. Amendment of Quotation Document.

- 45.1 At any time prior to the last date for receipt of quotations, the client may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Quotationer, modify the Quotation Document by an amendment.
- 45.2 The amendment will be notified through official website of Chanakya National Law University for all the prospective Quotationers.
- 45.3 In order to afford prospective quotationer reasonable time in which to take the amendment into account in preparing their quotations, the Client may, at its discretion, extend the last date for the receipt of the Quotations.

Registrar  
CNLU, Patna

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## Annexure-I

(CHECK LIST (SHOULD BE ATTACHED WITH TECHNICAL QUOTATION DOCUMENT))

Sr. No.	<u>Description</u>	<u>Remarks</u>
1.	Passport size Photograph of the Quotationer / authorized Signatory holding power of attorney	
2.	Name of the Firm	
3.	Address with contact number, FAX, E-mail of the Firm	
4.	PAN No Attach copy of PAN card	
5.	Address of local office for after sales service in Patna	
6.	GST details Attach copy of Registration Certificate	
7.	Firm`s Bank Account Details with Bank Name, Address and IFSC / RTGS codes	
8.	Copy of Document of Company Registration /Incorporation.	
9.	Copy of Documents for valid Labour License Attach copy of documents duly attested	



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10.	Copy of documents as per para 2 of Eligibility. Attach copy of documents duly attested	
11.	Annexure II as per para 3 of Eligibility. Attach copy of documents duly attested	
12.	Provident Fund Registration Letter / Certificate	
13.	ESI Registration Letter / Certificate	
14.	Power of Attorney / Authorisation of the person signing the quotation document	
15.	IT return filed by the agency for last five years / Copies of Audit Report and P & L A/c for 2012-13 to 2016-17	
16.	DD of Cost of Document Details	Amount: Rs. 5000/- (Five Thousand only) DD No. with Date:  Name and address of the issuing bank:
17.	DD of Earnest Money Deposit Details	Amount: 36000/- (Thirty Six Thousand only) DD No. with Date:  Name and address of the issuing bank:

I / We hereby declare that information furnished above is true and correct and the documents annexed are genuine.

Signature of the Quotationer / Authorized Signatory

Name of the Quotationer

Seal of the Quotationer

Place

Date

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Annexure-II

## Declaration

I / we declare

that my / our company namely..... has not been black listed by any Government / Non-Government Organisation nor should have any litigation enquiry pending and / or initiated by any of these Department or Court of Law with regards to the works executed by our company since incorporation. No FIR has been lodged against us.

The documents annexed along-with the quotation are genuine. If they are found fake or forged the Purchase Order / Agreement may be cancelled and FIR may be inflicted against us by the University

Signature of the Quotationer / Authorized Signatory

Name of the Quotationer

Seal of the Quotationer

Place

Date

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**Annexure-III**

## FINANCIAL-BID

(To be deposited in separate seal cover)

NIQ No. – 11/2018-19 Group-D

Dated: - 05-06-2018

**Financial Bid for Horticulture (Gardening Maintenance) Contract service.**

**Earnest Money: Rs. 36,000/- (Thirty Six 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 Goods Service Tax).	

### 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:

Signature:

Place

Name:

Designation:

Common Seal:

**Registrar  
CNLU, Patna**