



# CHANAKYA NATIONAL LAW UNIVERSITY, PATNA

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

NIQ NO. - 13/2022-23

Date: 16.09.2022

## **SHORT TENDER NOTICE FOR HORTICULTURE SERVICES INSIDE CNLU CAMPUS.**

Chanakya National Law University invites the quotations through System from the reputed Indian service providers for Horticulture Services inside CNLU campus.

### **Scope of work**

- (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. at least 50 metres away from the boundary wall of the University.
- (d) Pruning to be done as and when required by authorized 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 labour involved in landscape activities and maintenance.
- (h) Regular Seeding, cutting, budding, for expansion of nursery/ garden coverage areas be carried out in the University campus. Ensuring the nursery development of seasonal flowers and giving wider coverage. All season summer, winter, flower list will be got approved by appointed officer of the University before planting in Garden.

### **Eligibility Criteria:**

Quotationer having under mentioned documents shall be eligible for participating in this bid. List of documents are as mentioned below:

1. Duly signed & stamped document in which Name of the Firm, Address with contact number, FAX, E-mail of the Firm and Firm's Bank Account Details with Bank Name & Address and IFSC / RTGS codes be mentioned.
2. Copy of PAN card (in name of Proprietor in case of Proprietorship Firm) and GST certificate.
3. Copy of Affidavit as per Annexure-I
4. Copy of updated valid registration certificates of registered under Indian Companies Act 1956 / Partnership Act or Proprietorship / Registered with MSME for Providing Security Service.
5. The agency must have at-least one work order for development and maintenance of landscape area of Rs. Twenty lakhs or above during any of the last three years in Government / Autonomous organizations / Academic Institutions or Public Sector Undertakings.
6. Copy of details of engaged personnel with UAN number.
7. Copy of PF certificate & ESI certificate
8. Copy of updated Labour License. (If not available, quotationer need to submit, at the time, if its firm / company will declared as lowest rate quotationer)
9. DD of EMD
10. DD of Cost of Document.
11. Copy of IT return of last three financial year.
12. Copy of document in support that firm / company is five years in field of providing horticulture services.
13. Copy of document in support that firm / company have an experience of maintaining rare & exotic plants and grass lawn area.
14. Copy of audited profit & loss account and balance sheet of last three financial years.



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## Important Date & Time

- |  |   |  |
|--|---|--|
| ✓ Last date & time of submission             | : | up to 05:00 pm on 11/10/2022   |
| ✓ Pre-Bid Meeting date & time                | : | at 24/09/2022 at 12:00 Noon  |
| ✓ Opening of Technical Quotation date & time | : | at 02:00 pm on 12/10/2022  |
| ✓ Opening of Financial quotation date & time | : | at 02:00 pm on 19/10/2022  |
| ✓ Place of all meeting                       | : | Registrar's Chamber  |
| ✓ Cost of Document                           | : | Rs. 5,000.00 (Five Thousand ) in shape of Demand Draft issued by a Nationalized or Schedule bank in favour of Registrar, Chanakya National LawUniversity and payable at Patna.           |
| ✓ EMD  | : | 40,000.00 (Rupees Forty Thousand Only) in shape of Demand Draft issued by a Nationalized or Schedule bank in favour of Registrar, Chanakya National Law University and payable at Patna. |

## Availability of Tender

Tender documents can be available for download in the tender section at front page of CNLU website i.e., <https://cnlu.ac.in>

## Terms & Conditions

- 1. Quotationer can quote for the work mentioned in 'Scope of Work'**
- Tender document shall be acceptable through post, courier or any offline mode.
- All the day to day work assigned by the Competent Authority of CNLU should be completed within the stipulated time frame with staff prescribed by the firm.
- Documents as mentioned in Eligibility criteria is mandatory. Bidder should attach all the copy of Genuine documents otherwise their technical bid shall be declared non responsive.
- 5. Original document of Affidavit as per Annexure-I should be submitted by bidder during opening of Technical Bid.**
- Quotationer or their authorized representative shall remain present during the Pre-Bid meeting and at the time of opening of Technical Bid and bidders whose technical quotation is declared responsive shall remain present at the time of opening of Financial Bid.
- The price will be remain firm and fixed during the pendency of contract. It will not vary on any account whatsoever.
- 8. EMD Cost: Rs. 40,000.00 (Rupees Forty Thousand Only)** should be submitted through **NEFT / RTGS to our Account Number 625901144189.of ICICI Bank, Branch: Exhibition Road, Patna, IFSC Code: ICIC0006259**. Scan of the receipt of depository should be uploaded on our e-tendering portal while submitting the bid.
- 9. Cost of tender fee: Rs. 5,000.00 (Rupees Five Thousand Only)** and should be submitted through **NEFT / RTGS to our Account Number 625901144189.of ICICI Bank, Branch: Exhibition Road, Patna, IFSC Code: ICIC0006259**. Scan of the receipt of depository should be uploaded on our e-tendering portal while submitting the bid.
- Incomplete bid and bid without genuine documents are liable for rejection. No responsibility will be taken for any type of technical glitch while submission of bid



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11. Notwithstanding anything to the contrary in this document, the Chanakya National Law University is not to 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 bidding process at any time prior to the award of contract, without assigning any reason whatsoever.

### 13. Agreement & Performance Security

- Successful bidder shall enter into the agreement on **Rs. 1,000.00 (Rupees One Thousand) non judicial stamp paper** within **fifteen working days** from the **date of Letter of Acceptance**.
- Initial Performance security shall be **5% (Five Percent)** of the total agreement value. EMD of successful tenderer shall be adjusted in amount of performance security. Successful bidder can deposit amount of performance security after deducting amount of EMD in form of **NEFT / RTGS/ DD / Fixed Deposit pledged in favour of Registrar CNLU valid for a period of 60 days beyond the contract liability period of one year (i.e., 14 month from the date of agreement)** for performance security at the time of agreement.
- Performance Security may be refundable after **60 days of successful completion of contract period i.e., One Year**.

### 14. Amendment of Quotation Document.

- 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.
  - The amendment will be notified through official website of Chanakya National Law University for all the prospective Quotationers.
  - In order to afford prospective quotationer reasonable time may to take the amendment into account in preparing their quotations, the University may, at its discretion, extend the last date for the receipt of the Quotations.
15. Chanakya National Law University reserves the right to withdraw / amend the quotation at any stage without assigning any reason whatsoever.
16. University will not provide residential facility to successful bidder inside campus.
17. Work shall be done strictly as per scope of work and direction of competent authority of CNLU, Patna.
18. Clarification regarding contents of the quotations: During evaluation and comparison of quotations, the University 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.
19. Any Suggestions/Clarifications may be put forth in the pre bid meeting or through written letter / e- mail to [registrar@cnlu.ac.in](mailto:registrar@cnlu.ac.in) up to 10/08/2022 till 01:00 pm.
20. Rate should be quoted in Indian Rupees only. 100% payment will be made against proof of deployment of 390 man days in a month including the attendance of one supervisor. Statutory deductions shall be made as per rules.
21. All labour bye laws & regulations are to be followed by the contractor.



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22. The Quotationer shall take all precautions to avoid accidents. He / She shall be responsible for all damages, accidents, caused due to negligence. Or otherwise and will be liable to compensate the damage in carried (e.g. Any)
23. Normally first lowest responsive quotationer will be considered for awarded of work. The cost will include the amount of all taxes etc.
24. All the risks of loss of or damage to physical property and of personal injury and death which may arise during and in consequence of the performance of the contract other than the expected risks will be the responsibility of the contractor / firm.
25. The contract initially will be for a period of one year from the date of award 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/one year 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 30 days advance notice to the service provider.
26. The service provider shall immediately replace 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.
27. Monthly wages will be disbursed by the agency from their own resources before 5<sup>th</sup> of each month for the previous month. After receiving proof of same along with other statutory challans submitted, the payment for the subsequent month will be released.
28. In the event of any labour problem it shall be the responsibility of the service provider 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 incurred by the University shall be deducted from the contractor from the dues /performance security.
29. The service provider will be responsible for observance of labour and other laws/Acts/rules at his own cost.
30. **PAYMENT TERMS:** The payment will be made against the attendance of security personnel and security supervisor at monthly attendance. The price will be fixed and firm during the pendency of the contract and is not subject to any variation on any account.
31. **TERMINATION OF CONTRACT DUE TO CONTRACTOR'S FAULT:** Conditions leading to termination of contract: i) If the service provider
  - a) becomes bankrupt or insolvent, or,
  - b) makes arrangements with or assignment in favour of his creditor, or agrees to carry out the contract \under a committee of inspection of his creditors or
  - c) being a company or corporation goes into liquidation by a resolution passed by the Board of Directors/ General Body of the share-holders or as a result of court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction) ; or
  - d) has execution levied on his goods or property or the works, or
  - e) assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of this contract, or



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- f) abandons the contract, or
- g) persistently disregards instructions of the Officer or contravenes any
- h) provisions of the contract, or
- i) fails to adhere to the agreed programme of work or fails to complete the works or parts of the works within the stipulated or extended period of completion, or is unlikely to complete the whole work or part thereof within time because of poor record of progress; or
- j) fails to take steps to employ competent and/ or additional staff and labour, or
- k) promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the Officer or the Employer, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the Employer, or
- l) Suppresses or gives wrong information while submitting the Quotation.

*Note 1: In any such case or in any case where the University deems fit. It may serve the service provider with a notice in writing to that effect and if the service provider does not, within Seven 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).*

*Note 2: In cases of termination of contract, the Competent of authority / authorities shall be entitled to forfeit the whole of the performance security.*

## **32. FORE-CLOSURE OF CONTRACT:**

- a. The CNLU/Officer shall be entitled to fore-close the contract, at any time, should, in the
- b. University 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 therefore.

## **33. SETTLEMENT OF DISPUTES** - Dispute, if any, will be subject to Patna Jurisdiction only.

- 34.** It will be the responsibility of the contractor to provide details of manpower deployed by him, in the university and to the Labour department.
- 35.** Adequate supervision will be provided to ensure correct performance of the said services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility.
- 36.** All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the Registrar, Chanakya National Law University, Patna.



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37. The personnel engaged by the contractor shall be dressed in neat and clean uniform (including proper name badges).
38. Any damage or loss caused by contractor's persons to the University in whatever form would be recovered from the contractor.
39. During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices the University shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Security.
40. The contractor shall not engage any such subcontractor or transfer the contract to any other person in any manner.
41. 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./W.O failing which the matter will be viewed as a breach of contract.
42. The University shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The University does not recognize any employee employer relationship with any of the workers of the contractor.
43. 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 & Ladders
vii.	Khurpis	xv.	Garden Shears
viii.	Water cans	xvi.	Sprayer-9L capacity

44. The contractor shall employ the following technical/skilled staff during the entire Garden maintenance period. Their attendance is compulsorily on full time basis.
- a. No. of skilled gardener (Garden Supervisor) : 01
- b. No. of unskilled garden maintenance workers : 12
45. Gardeners/helpers shall be presentable, healthy and available at site for inspection during working hours.
46. 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.
47. Proper manpower supervision, keeping log-notes, apprising the authorised personnel of CNLU about maintenance activities on a regular-basis are to be strictly followed.
48. The Contractor shall compulsorily issue the Identity cards to staff at their own cost.



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49. The contractor shall deploy new staff. All existing staff must be replaced by new experienced staff.

**50. Other Terms & Condition:**

- a) The work should be for 8 hours per day. A penalty shall be imposed in case of lack of sufficient staff as stipulated above.
- b) The agency should maintain a Mobile telephone and the number be made available to all concerned.
- c) 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.

**51. Payment Terms**

- a) The service charge will remain firm and fixed during the pendency of contract.
- b) Monthly payment will be admissible during pendency of contract after submission of satisfactory verification report by competent authority / authorities of CNLU after admissible statutory deductions.
- c) A Deduction of 3% will be made from the monthly bill submitted by the firm for staff welfare fund. This amount is not refundable

**Registrar  
CNLU, Patna**



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## Annexure-I

### Declaration by Quotationer on a non-judicial stamp paper of value Rs. 100/-

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.

that all the terms & conditions, scope of work & eligibility criteria of NIQ No.-13/2022-23 dated 16/09/2022 are acceptable to me / us.

that the documents annexed along-with the quotation are genuine and not tampered by me / us while copying.

If my / our declaration above found fake or forged then:

- my quotation document shall be rejected
- Letter of Intent / Purchase Order / Agreement, if issued, shall be cancelled and
- FIR shall be inflicted against my / our company / firm by the University.

Signature of the Quotationer / Authorized Signatory (Name & Designation)

Seal of the Quotationer

Place

Date