



CHANAKYA NATIONAL LAW UNIVERSITY, PATNA

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

NIQ No.- 19/2026-27

Date: 21.05.2026

E-TENDER NOTICE FOR HORTICULTURE SERVICES INSIDE CNLU CAMPUS

Through e-procurement mode only https://eproc2.bihar.gov.in	
Chanakya National Law University invites E-Tender in two bid system (Technical and Financial) from the reputed bidders for providing Horticulture Services in University premises.	
1.	Name of the Work : Providing Horticulture Services
2.	Estimated Cost : NIL
3.	Cost of Document (Non-Refundable) : Rs. 5000/- (Rs. Five Thousand) Only.
4.	Earnest Money Deposit : Rs. 70000- (Rs. Seventy Thousand) Only.
5.	E-Tender Processing Fee : As per Eproc2 website
6.	Bid start Date : From 21.05.2026
7.	Date of Pre-bid meeting : 29.05.2026 (Offline) at the Chamber of Registrar, CNLU, Patna at 02:30 pm.
8.	Last Date & Time for Uploading of bids : 03.06.2026 till 11:59 pm.
9.	Date & Time of Opening of Technical Bids : 04.06.2026 at 10:30 am.
10.	Date & Time of Opening of Financial Bids : Will be intimated later
11.	Place of Opening of Bid : Registrar's Chamber
12.	Periods of Bids Validity : 60 days
13.	Officer inviting Bids : The Registrar, CNLU, Patna.
14.	For participation in E-tendering proc. The contractor shall have to get themselves registered to get User ID, Password & Digital Signature. This will enable accessing the website https://eproc2.bihar.gov.in & download / Participate in E-Tender.
15.	The tender document can be obtained through our website https://eproc2.bihar.gov.in & https://www.cnlu.ac.in
16.	(i) Bid Processing Fee to be paid through online mode i.e., Internet payment gateway (Credit/Debit Card), Net Banking, NEFT/ RTGS. (ii) Bids along with necessary online payments must be submitted through e-procurement portal https://eproc2.bihar.gov.in before the date & time specified in the NIQ. (iii) The department does not take any responsibilities for the delay /Non availability of internet connection, Network Traffic / Holidays or any other reasons.”
17.	Bid Document cost should be paid as per https://eproc2.bihar.gov.in
18.	Earnest Money Deposit (EMD) shall have to be paid through e-payment.
19.	The authority shall have to right to reject the bid without assigning any reason what so ever. For any information department Contact No. 0612-2352300 may be used.
20.	For queries and clarifications, if any send e-mail to tender-enquiry@cnlu.ac.in
21.	For support related to the e-tendering process, bidders may contact “e-procurement HELP DESK, mjunction services limited RJ Complex, 2 nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. –Shastri Nagar, Patna-800014, Bihar, Contact No. 18005726571.



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Scope of work

- (a) Availability of Garden area is the vacant space inside whole of the University Campus (around more than 14200 sq. Meter)
- (b) Day to day watering of all plants / garden /lawns in the Campus.
- (c) Weeding out of grass & other unwanted bushes at regular intervals in the campus.
- (d) 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.
- (e) Pruning to be done as and when required or as per decision of the authorized authority of CNLU.
- (f) Well decomposed farm yard manure application for all vegetation bimonthly.
- (g) Replacement of dead/damaged plants, attending the patch works in the lawn.
- (h) Maintaining the overall aesthetics of the landscape and supervision by skilled labour involved in landscape activities and maintenance.
- (i) 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.
- (j) Regular Seeding, cutting, budding, for expansion of nursery/ garden coverage areas be carried out in the University campus. Ensuring the nursery development and plantation of seasonal flowers and giving wider coverage.
- (k) The work should be for 8 hrs per day. A penalty shall be imposed in case of lack of sufficient staff as stipulated above.
- (l) The agency should maintain a Mobile telephone and the number be made available to all concerned.
- (m) Preparation of vermicompost in the CNLU Campus.
- (n) Identifying and cataloguing of each tree in the campus.
- (o) Listing the botanical name of all trees in the campus.
- (p) Develop and decorate the area near the entrance gate of the University.

Eligibility Criteria

The bidder/agency fulfilling the following eligibility conditions and submitting the requisite documentary proof shall be eligible to participate in the present e-tender. All supporting documents shall be self-attested, duly signed, stamped, and uploaded on the e-procurement portal. Submission of incomplete, false, misleading, forged, or tampered documents shall render the bid liable for rejection and may further attract blacklisting and legal action.

1. Firm Details and Authorization Documents

The bidder shall submit a duly signed and stamped covering letter on the official letterhead of the firm containing:

- Name and nature of the firm/company;
- Registered office address and correspondence address;
- Contact number, mobile number, and e-mail address;
- Name and designation of the authorized signatory;
- Bank account details including Account Number, Bank Name, Branch Name, IFSC Code, and RTGS details.

2. PAN and GST Registration

The bidder shall submit:

- Copy of Permanent Account Number (PAN) Card;
- Copy of valid GST Registration Certificate.

In case of proprietorship concern, PAN shall be in the name of the Proprietor.

3. Affidavit as per Annexure-I

The bidder shall upload a duly notarized affidavit on non-judicial stamp paper as prescribed in Annexure-I, duly signed by the authorized signatory of the firm.

4. Legal Status and Registration of Firm

The bidder shall submit valid registration documents evidencing legal existence of the entity under any one of the following:



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- Companies Act;
- Partnership Act;
- LLP Registration;
- Proprietorship Registration;
- MSME/Udyam Registration.

The registration must clearly authorize the bidder to undertake horticulture, landscaping, gardening, facility maintenance, or allied services.

5. Experience in Horticulture and Landscaping Works

The bidder must possess adequate experience in execution of horticulture, landscaping, campus beautification, lawn development, or garden maintenance works.

The bidder shall have successfully executed at least:

- One similar work order of value not less than **Rs. 12,50,000/- (Rupees Twelve Lakh Fifty Thousand only)** during any of the last three financial years in any Government Department, Autonomous Institution, University, Educational Institution, Public Sector Undertaking, or reputed organization.

The bidder shall upload:

- Copy of Work Order/Agreement;
- Completion Certificate and/or Satisfactory Performance Certificate issued by the competent authority of the concerned organization.

Preference may be given to agencies having experience in maintenance of:

- University campuses;
- Institutional landscapes;
- Botanical gardens;
- Rare and exotic plant collections;
- Large lawn and ornamental garden areas.

6. ESIC Registration

The bidder shall submit a valid Employees' State Insurance Corporation (ESIC) Registration Certificate along with latest contribution details, if applicable.

7. EPF Registration

The bidder shall submit a valid Employees' Provident Fund (EPF) Registration Certificate along with latest challan/contribution details.

8. Labour License

The bidder shall submit a valid Labour License issued by the Competent Authority under the applicable labour laws. In case the Labour License is under process or not presently available, the bidder shall submit an undertaking to obtain and furnish the same immediately upon issuance of Letter of Intent/Work Order and prior to commencement of work.

9. Earnest Money Deposit (EMD):

The bidder shall upload proof/receipt of online payment of Earnest Money Deposit (EMD) made through NEFT/RTGS/e-payment mode as prescribed in the tender document.

10. Tender Document Fee

The bidder shall upload proof/receipt of payment towards Tender Document Cost/Tender Fee through prescribed online mode.

11. Income Tax Returns and Financial Stability

The bidder shall submit self-attested copies of Income Tax Returns (ITR) for the last three financial years. The University reserves the right to seek additional financial documents, including audited balance sheets, turnover certificates, or bank solvency certificates, if required.

12. Minimum Experience Requirement

The bidder/agency must have minimum five (05) years' experience in the field of horticulture, landscaping, garden maintenance, campus beautification, or allied services. Documentary proof in support of experience shall be submitted.

13. Experience with Rare & Exotic Plants and Lawn Maintenance

The bidder shall submit documentary proof demonstrating experience in:

- Maintenance of rare and exotic plants;
- Ornamental landscaping;
- Seasonal flower plantation;
- Development and maintenance of grass lawns and landscaped areas.

14. Technical Capability and Skilled Manpower

The bidder shall submit details of:

- Available horticulture supervisors/garden experts;



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- Skilled and unskilled manpower;
 - Equipment, tools, and machinery proposed to be deployed for execution of work.
15. **Blacklisting and Litigation Declaration**
The bidder shall submit a declaration that:
- The firm/company has not been blacklisted/debarred by any Government Department, PSU, Autonomous Body, University, or Court of Law;
 - No criminal case, vigilance enquiry, or major litigation affecting execution capability is pending against the firm.
16. **Mandatory Site Visit**
The bidder is advised to inspect the University campus and satisfy itself regarding:
- Existing horticulture conditions;
 - Scope of beautification work;
 - Availability of utilities;
 - Terrain and maintenance requirements.
- Submission of bid shall be deemed to constitute full knowledge and acceptance of site conditions.
17. **University's Right to Verification**
Chanakya National Law University reserves the right to verify the authenticity of all documents submitted by the bidder from the issuing authorities. Any discrepancy, concealment, fabrication, or submission of false information shall lead to immediate rejection of bid, forfeiture of EMD, termination of contract (if awarded), and initiation of legal proceedings
18. **Restriction on Participation of Existing Contractor / Defaulting Agencies** : The existing contractor presently engaged in providing horticulture, gardening, landscaping, or allied maintenance services at Chanakya National Law University, Patna, shall not be eligible to participate in the present tender process.

Terms & Conditions:

1. **Quotationer can quote for the work mentioned in 'Scope of Work'**
2. Tender document shall not be acceptable through post, courier or any offline mode. Interested bidders are advised to submit the bid only through our e-Tendering portal.
3. 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.
4. Scanned documents as mentioned in the Eligibility criteria is mandatory. Bidder should upload all the scan 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.**
6. 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.
7. 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. 70,000.00 (Rupees Seventy Thousand Only)** should be submitted through e-payment mode. Scan of the receipt of depository should be uploaded on our e-tendering portal while submitting the bid. **No Exemption will be provided those who have registered under MSME.**
9. **Cost of tender fee: Rs. 5,000.00 (Rupees Five Thousand Only)** should be submitted through e-payment mode. Scan of the receipt of depository should be uploaded on our e-tendering portal while submitting the bid. **No Exemption will be provided those who have registered under MSME.**



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10. Tender processing fee: As per Eproc2 website.
11. Incomplete bid and bid without genuine documents are liable for rejection. No responsibility will be taken for any type of technical glitch while online submission of bid
12. 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 bidding process at any time prior to the award of contract, without assigning any reason whatsoever.
13. **Agreement & Performance Security**
 - a) Successful bidder shall enter into the agreement on **Rs. 1,000.00 (Rupees One Thousand) non-judicial stamp paper** within **ten (10) working days** from the **date of Letter of Acceptance**.
 - b) 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.
 - c) Performance Security may be refundable after **60 days of successful completion of contract period i.e., One Year**, in case of discontinue of services.
14. **Amendment of Quotation Document.**
 - a. 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.
 - b. The amendment will be notified through official online portal of Chanakya National Law University for all the prospective Quotationers.
 - c. 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. Work shall be done strictly as per scope of work and direction of competent authority of CNLU, Patna.
17. 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.
18. Any Suggestions/Clarifications may be put forth in the pre bid meeting or through written letter / e- mail to tender-enquiry@cnlu.ac.in up to 29.05.2026 till 02:00 pm.
19. The bidder shall quote service charges strictly in accordance with the applicable directions and guidelines issued by the Finance Department, Government of Bihar vide Letter No. ए&04&06/2023-2988/वि० dated 23.03.2023, as amended from time to time.
20. All labour laws, statutory provisions, and regulations applicable in the State of Bihar, including the Code on Social Security (CoSS), 2020 and other applicable labour legislations, shall be strictly complied with by the Contractor during the entire period of the contract.



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21. 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 for the damage in carried (e.g. Any)
22. Normally first lowest responsive quotationer will be considered for awarded of work. The cost will include the amount of all taxes etc.
23. 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.
24. 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.
25. 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.
26. Monthly wages will be disbursed by the agency from their own resources before 5th 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.
27. 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.
28. The service provider will be responsible for observance of labour and other laws/Acts/rules at his own cost.

29. PAYMENT TERMS

1. Payment to the Contractor shall be released on monthly basis subject to satisfactory performance of Horticulture Services as verified by the University authorities.
2. Payment shall be processed only upon submission and verification of the following documents:
 - o Checklists and inspection records of various works duly certified and signed by the authorized officials of CNLU Patna.
 - o Attendance records, wage compliance documents, and statutory compliance records, if required by the University.
3. While releasing payment, the University shall make necessary deductions including:
 - o Applicable TDS and GST, or any other statutory deductions as per Government of India rules and applicable laws.
 - o Penalties, recoveries, or deductions on account of poor performance, shortage of manpower, non-compliance, damage to university property, or breach of contractual obligations, if any.

30. 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.

31. 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.

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

- 33. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the university and to the Labour department, Govt. of Bihar.
- 34. 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.
- 35. 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.
- 36. The personnel engaged by the contractor shall be dressed in neat and clean uniform (including proper name badges).
- 37. Any damage or loss caused by contractor's persons to the University in whatever form would be recovered from the contractor.
- 38. 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.
- 39. The contractor shall not engage any such subcontractor or transfer the contract to any other person in any manner.
- 40. 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.
- 41. 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.



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

Sl. No.	Items	Sl. No.	Items
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

The Contractor shall employ minimum requisite number of following staff during the entire Horticulture Services. Their attendance is compulsory be on record on fulltime basis. :

- a. No. of Skilled Gardener (Garden Supervisor) : 01
- b. No. of Semi- Skilled Garden Maintenance Workers : 17

43. Gardeners/helpers shall be presentable, healthy and available at site for inspection during working hours.
44. 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.
45. Proper manpower supervision, keeping log-notes, apprising the authorized personnel of CNLU about maintenance activities on a regular-basis are to be strictly followed.
46. The Contractor shall compulsorily issue the Identity cards to staff at their own cost.
47. The contractor shall deploy new staff. All existing staff must be replaced by new experienced staff.

**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. 19/2026-27 dated 20.05.2026 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:

- a) my quotation document shall be rejected
- b) Letter of Intent / Purchase Order / Agreement, if issued, shall be cancelled and
- c) 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



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Annexure-II

CHECKLIST OF TECHNICAL BID

Sr. No.	Check List	Documents Submitted Yes/No	Page No.
1.	Scan of duly signed & stamped scan of 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.	Scan of PAN card (in name of Proprietor in case of Proprietorship Firm) and GST certificate.		
3.	Scan of Affidavit as per Annexure-I		
4.	Scan of updated valid registration certificates of registered under Indian Companies Act / Partnership Act or Proprietorship / Registered with MSME for Providing Horticulture Services.		
5.	The agency must have at-least one work order for development and maintenance of landscape area of Rs. Twelve Lakh Fifty Thousand or above during any of the last three years in Government / Autonomous organizations / Academic Institutions or Public Sector Undertakings.		
6.	Scan copy of ESIC Certificate		
7.	Scan copy of EPF Certificate.		
8.	Scan of updated Labour License.		
9.	Scan of the receipt of depository through NEFT / RTGS for EMD.		
10.	Scan of the receipt of depository through NEFT / RTGS for Cost of Document.		
11.	Scan of IT return of last three financial year.		
12.	Scan of document in support that firm / company is five years in field of providing Horticulture services.		
13.	Scan of document in support that firm / company have an experience of maintaining rare & exotic plants and grass lawn area.		

Note: The bidder must mention page number on every documents submitted, otherwise, the tender documents will not be considered.

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

Seal of the Quotationer



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Annexure-III

FINANCIAL-BID

(To be deposited in separate seal cover)

FINANCIAL SHEET FOR PROVIDING HORTICULTURE SERVICES INSIDE CNLU CAMPUS

Sl. No.	Manpower Requirement	No. of Deployed Staff	Wages Rate per day as per Bihar Govt.	Monthly Wages	EPF 13%	ESI 3.25%	Total Amount	Service Charges as Finance Deptt. Govt of Bihar Letter No. 2988 Dated 23.03.2023	GST	Total
1.	2.	3.	4.	5.	6.	7.	8. (5+6+7)	9.	10.	11. (8+9+10)
1	Horticulture Staff (Semi-skilled)	17								
2.	Horticulture Supervisor (Skilled)	01								
		18								

NOTE

1. Service charges must be quoted as per Finance Department, Govt. of Bihar vide letter no., e-4-06/2023 -2988 /fo CE dated 23.03.2023 (Copy attached) in their tender.
2. In case of a tie in the quoted price among bidders, the bidder with the highest turnover shall be eligible for the award of the work order. In the event of a tie in turnover as well, the selection of the bidder for the work order shall be decided through a lottery system.
3. I/We have gone through the terms & conditions stipulated in the tender document and confirm to abide by the same. A copy of the scan tender document with its each page signed, in token of acceptance of the terms & conditions is enclosed.

NOTE: - The number of manpower requirement may be Increased/Decreased accordingly.

Signature of the Bidder / Authorized Signatory

Name of the Bidder: -

Seal of the Bidder

Place :

Date :



पत्रांक:-एम-4-06/2023...2.988.../वि०,
बिहार सरकार
वित्त विभाग
संकल्प

विषय :- आउटसोर्सिंग के माध्यम से मानव बल की सेवाएँ प्राप्त करने एवं पारिश्रमिक भुगतान हेतु प्रक्रिया निर्धारण के सम्बन्ध में।

सम्प्रति विभागों एवं विभागान्तर्गत कार्यरत बोर्ड/निगम/सोसाईटी इत्यादि के द्वारा आउटसोर्सिंग के आधार पर विभिन्न प्रकार के मानव बल की सेवाएँ प्राप्त की जा रही है। इस क्रम में विभिन्न विभागों द्वारा आउटसोर्सिंग के माध्यम से मानव बल की सेवा प्राप्त करने की प्रक्रिया में सेवा शुल्क की दर के संबंध में वित्त विभाग से परामर्श की अपेक्षा की जा रही है।

2. ऐसा पाया जा रहा है कि इस प्रकार की निविदा के क्रम में कई निविदादाता द्वारा निविदा प्राप्त करने हेतु न्यूनतम बोली के रूप में सेवा शुल्क की अव्यवहारिक दर (यथा, 1.00 रुपये से भी कम) अंकित कर दिया जाता है। इस प्रकार के दर का कुप्रभाव सेवा दे रहे मानव बल के पारिश्रमिक पर पड़ता है, क्योंकि ऐसी स्थिति में एजेंन्सी द्वारा सेवा शुल्क की भरपाई हेतु अनुचित तरीके अपनाने की संभावना रहती है।

3. ऐसी स्थिति में सेवा शुल्क की दर के साथ-साथ आउटसोर्सिंग से प्राप्त मानव बल के न्यूनतम पारिश्रमिक एवं अन्य वैधानिक देयता का भुगतान ससमय सुनिश्चित कराये जाने हेतु प्रक्रिया एवं दिशा-निर्देश निर्धारित किये जाने की आवश्यकता है। वित्त मंत्रालय, व्यय प्रभाग, भारत सरकार के Office Memorandum संख्या-F.6/1/2023-PPD दिनांक-06.01.2023 द्वारा आउटसोर्सिंग के आधार पर मानव बल की सेवाएँ प्राप्त करने हेतु सेवा शुल्क की न्यूनतम एवं अधिकतम दर निर्धारित की गई है।

4. सम्यक विचारोपरांत आउटसोर्सिंग के आधार पर मानव बल की सेवा प्राप्त करने हेतु सेवा शुल्क की दर एवं ऐसे मानव बल के पारिश्रमिक का ससमय भुगतान हेतु निम्नवत् प्रक्रिया निर्धारित की जाती है:-

(i). आउटसोर्सिंग के माध्यम से मानव बल की सेवा प्राप्त करने हेतु सेवा शुल्क न्यूनतम 3.85 प्रतिशत (3 प्रतिशत लाभ और 0.85 प्रतिशत संव्यवहार शुल्क के रूप में) तथा अधिकतम 7 प्रतिशत (संव्यवहार शुल्क सहित) होगी। इसी आधार पर निविदा आमंत्रित की जायेगी।

(ii). उक्त निर्धारित न्यूनतम सेवा शुल्क की अधिसीमा से न्यून एवं निर्धारित अधिकतम सेवा शुल्क की अधिसीमा से उच्च दर अंकित करने वाले निविदादाता की वित्तीय निविदा विचारणीय नहीं होगी। सेवा शुल्क के दर में अंकित रूपये में दशमलव के पश्चात 2 अंक से आगे अंकित अंक को नजरअंदाज कर दिया जायेगा।

(iii). निविदा में यदि एक से अधिक निविदादाता द्वारा उद्धृत (Quoted) न्यूनतम सेवा शुल्क की दर समान पाई जाती है तो वैसी स्थिति में लॉटरी के माध्यम से निविदा का निष्पादन किया जायेगा तथा इस पूरी प्रक्रिया की विडियोग्राफी करायी जायेगी। निविदा के निष्पादन की पूरी प्रक्रिया में बिहार वित्त नियमावली के सुसंगत प्रावधानों का अनुपालन अपेक्षित होगा।

(iv). मानव बल को श्रम संसाधन विभाग द्वारा निर्धारित न्यूनतम मजदूरी एवं उस पर लागू वैधानिक देयता का भुगतान अनिवार्य होगा और इसे निविदा (Bid) का आधार नहीं बनाया जायेगा।



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(v). चयनित एजेंन्सी द्वारा सेवा प्रदान कर रहे मानव बल को प्रतिमाह पारिश्रमिक के भुगतान में श्रम संसाधन विभाग, बिहार सरकार द्वारा अधिसूचित न्यूनतम पारिश्रमिक के प्रावधानों का अनुपालन किया जाना आवश्यक होगा। इसके साथ ही पारिश्रमिक का भुगतान मानव बल के आधार संबद्ध बैंक खाता में Real Time Gross Settlement (RTGS) की प्रक्रिया से किया जायेगा। यह भुगतान सेवा प्राप्त कर रहे विभाग/प्राधिकार द्वारा आउटसोर्सिंग एजेंन्सी को राशि विमुक्ति की तिथि के तीन कार्य दिवस के अन्दर संबंधित एजेंन्सी द्वारा किया जायेगा। संबंधित कार्यालय/प्राधिकार द्वारा आउटसोर्सिंग एजेंन्सी को प्रत्येक माह की 5वीं तारीख तक प्राप्त विपत्र के आलोक में राशि का भुगतान किया जाना होगा। साथ ही सभी वैधानिक कटौती की राशि को ससमय संबंधित प्राधिकार (यथा, कर्मचारी भविष्य निधि संगठन एवं कर्मचारी राज्य बीमा निगम इत्यादि) में आउटसोर्सिंग एजेंन्सी द्वारा जमा कराना होगा।

(vi). आउटसोर्सिंग एजेंन्सी द्वारा कर्मियों/मानव बल के मासिक पारिश्रमिक भुगतान (आधार संबद्ध खाते में) का साक्ष्य अगले माह के विपत्र के साथ उपलब्ध कराया जाना आवश्यक होगा, अन्यथा विपत्र की राशि का भुगतान अनुमान्य नहीं होगा। साथ ही वैधानिक कटौती/देयता (यथा, कर्मचारी भविष्य निधि एवं कर्मचारी राज्य बीमा अंशदान) की राशि जमा करने का साक्ष्य सहित त्रैमासिक प्रतिवेदन भी आउटसोर्सिंग एजेंन्सी द्वारा सेवा प्राप्त कर रहे विभाग/प्राधिकार को उपलब्ध कराया जाना आवश्यक होगा।

आदेश :- आदेश दिया जाता है कि इस संकल्प को बिहार राजपत्र के असाधारण अंक में प्रकाशित किया जाय।

बिहार राज्यपाल के आदेश से,

(लोकेश कुमार सिंह)
सचिव (संसाधन)।

ज्ञापांक:-एम-4-06/2023...2988/वि०, पटना, दिनांक...23/03/2023
प्रतिलिपि:-प्रधान महालेखाकार (ले० एवं ह०), बिहार, वीरचन्द्र पटेल पथ, पटना को सूचना एवं आवश्यक हेतु प्रेषित।

सचिव (संसाधन)।

ज्ञापांक:-एम-4-06/2023...2988/वि०, पटना, दिनांक...23/03/2023
प्रतिलिपि:-मुख्य सचिव, बिहार/विकास आयुक्त, बिहार/सभी अपर मुख्य सचिव/प्रधान सचिव/सचिव/सभी प्रमंडलीय आयुक्त/सभी जिला पदाधिकारी एवं सभी कोषागार पदाधिकारी, बिहार को सूचना एवं आवश्यक हेतु प्रेषित।

सचिव (संसाधन)।

ज्ञापांक:-एम-4-06/2023...2988/वि०, पटना, दिनांक...23/03/2023
प्रतिलिपि:-माननीय वित्त मंत्री के आप्त सचिव/अपर मुख्य सचिव के आप्त, वित्त विभाग, बिहार, पटना को सूचनार्थ प्रेषित।

सचिव (संसाधन)।

ज्ञापांक:-एम-4-06/2023...2988/वि०, पटना, दिनांक...23/03/2023
प्रतिलिपि:-ई-गजट प्रशाखा, वित्त विभाग, बिहार, पटना को सूचना एवं आवश्यक हेतु प्रेषित।

सचिव (संसाधन)।