

भारत सरकार
कार्यालय

प्रधान मुख्य आयकर आयुक्त, राजस्थान

केंद्रीय राजस्व भवन, स्टेच्यू सर्किल, जनपथ, जयपुर-302005

☎0141-2227455, Fax: 0141-2385321

F.No.PCCIT/JPR/ITO(Hq.&PR)/2018-19/ 04

Dated 15.01.2019

NOTICE INVITING TENDER FOR GARDENING SERVICES

Sealed quotations are invited from reputed nurseries/ agencies / vendors/ service providers agencies for gardening services like providing, supervising and maintenance & upkeep of all trees, Plants, shrubs, Herbs, Grass, Potted plants, indoor plants etc in good and healthy condition etc. for New Central Revenue Building, Jaipur under the office of Principal Chief Commissioner Income Tax, Rajasthan, Jaipur.

Tender form may be obtained from the Administrative Officer, O/o The Principal Chief Commissioner of Income-tax, Rajasthan, Jaipur, R.No.-107, NCRB, B.D Road, Statue Circle, Jaipur on payment of Rs.500/- during working hours or may download the same from 'Tender' section on the website of the Department www.incometaxindia.gov.in. Persons who are downloading form from internet have to attach demand draft/ banker's cheque of Rs.500/- (drawn in the name of The Administrative Officer, O/o the Principal Chief Commissioner of Income-tax, Rajasthan, Jaipur) alongwith technical bid, in absence of form cost technical bid will not be entertained.

The interested nurseries/ agencies / vendors/ service providers agencies may visit the office on any working day during the tender period to know the scope and extent of work. For the purpose interest nurseries/ agencies / vendors/ service providers agencies may contact the undersigned.

Agencies/vendors/service providers, if interested, may submit their quotations on or before **28.01.2019 latest by 15:00 hrs** to the Administrative Officer, O/o The Principal Chief Commissioner of Income-tax, Rajasthan, Jaipur, R.No.-107, NCRB, B.D Road, Statue Circle, Jaipur.



(Jai Singh)
Joint Commissioner of Income-Tax (TDS)
& Member Secretary

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TERMS AND CONDITIONS FOR GARDENING SERVICES

A. (I) The terms and conditions of providing Gardening services shall be as under:-

- 1 The vendor/service provider shall provide uniformed, trained and experienced personnel to perform the various functions mainly related to maintenance of lawn, plant posts in corridors & rooms of the office from time to time.
- 2 In the proposal/quotation, rates should be indicated in both figures and words. The Rates should be quoted by mentioning the gross amount inclusive of all taxes, surcharge, service charge, ESI and PF etc. but excluding GST/Service Tax.
- 3 Initially the contract will be executed for 2 months from 01.02.2018 to 31.03.2018. If the services of the vendor/service provider are found satisfactory, it will be extended for F.Y. 2019-20. If satisfied, contract can be extended on same terms & condition for a period of one year (F.Y. 2019-20), as decided by the competent authority, from time to time, with mutual consent. The Rates will be increased by 5% from F.Y. 2020-21 on subsequent annual extension.
- 4 It will be the liability of the vendor/service provider to pay all the leviable taxes, surcharge, any other liability etc to the concerned department. This Department will not make any payment of any tax, surcharge, gratuity, deductions etc. either to the concerned government departments or the workers, so provided, directly. All the payments such as wages or salary, uniform allowance etc. to the deployed staff shall be paid by the service provider only.
- 5 The service provider shall be solely responsible for payment of wages/salaries as per labour Commissioner as modified time to time, other benefits, allowances and all other statutory/ other dues payable/ deductions such as ESI, P.F. etc. as per Central/ State Government/ Municipality Rates etc., other laws etc. as applicable to personnel deployed that might become applicable under any Act or Order of the Government. This department shall have no liability whatsoever in this regard.
- 6 The Service provider shall comply with all applicable laws of the Central Govt., State Govt. and any other law for the time being in force including the Service Tax Law. This Office will not be responsible for any dispute that may arise in connection with the subject service, between the service provider relating to Laws, Service Tax, Income Tax, etc. or any local body.
- 7 The Service provider shall be solely responsible for any/ all disputes between him and the personnel deployed by him. The Department will not entertain any such dispute and there should be no claim or liability against the department or any of its officers on this account. The service provider shall keep the department indemnified against all actions.

- 8 Service provider shall ensure that the personnel deployed by him do not have any criminal antecedents, should be of sound health and below the age of 60 years. The services provider shall provide details of the personals deployed alongwith respective Photograph and ID Proof.
- 9 For any losses, damages caused by the personnel deployed by the service provider, to any person/ property/ equipment of the office, the service provider will have to make good such loss/ damage and bear the expenses for such loss/ damage as decided by the Competent Authority. Further, in respect of such loss/ damage, the department reserves the right to take such further action as required/ provided under the Law.
- 10 The department shall not entertain any claim, damages, insurance liability, etc. arising out of mishap/ accident etc. to the personnel employed by the service provider. The service provider shall take such necessary action, under the various Acts/ Rules/ Law as required to take care of personnel deployed including medical treatment and transportation to hospital etc. as and when required.
- 11 The service provider shall in no case lease/ transfer/ sublet the services rendered.
- 12 The service provider should specifically note that the engagement of the service provider under this contract does not in any way confer any right on the Service provider or the persons that may be deployed by him in this office, for claiming any regular employment in this office or any other Government Office. The Service provider shall also obtain a written undertaking from the persons deployed by him to work in this office that they are fully aware that their deployment to work in this office does not confer any right on them for claiming any regular employment in this office or any other Government Office. Attested copy of such undertaking shall be submitted to the Department at the time of signing of Contract.
- 13 In case of any default by the Service provider in respect of any of the Terms & Conditions, (Whether General or Specific), the Department may without prejudice to any other right/ remedy which have accrued or shall accrue thereafter, terminate the contract, in whole or part, by giving 15 days notice in writing to the service provider. The said notice shall be deemed to have been issued if a Registered Copy of Notice is sent to the address of the service provider as per the Agreement.
- 14 Manpower required for execution of the entire day to day work including transport of personnel deployed to the office shall be arranged by the service provider if the personnel's are not able to attend work or his services are not found satisfactory, it would be the responsibility of the service provider to provide another suitable workman in his place.
- 15 The Service provider/vendor shall ensure periodical inspection of lawn & corridors etc. and of deployed personnel on duty to ensure clean, hygienic, rich with lush green lawns and healthy plants.
- 16 In the proposal, the service provider /vendor shall mention his firm's complete address, phone/fax/mobile numbers, work experience, GST Registration number, PAN, turnover of last 3 years, and name of his major/ important clients.
- 17 No transport, TA/DA, insurance, medical facility shall be provided by the department to the personnel deployed for the work.
- 18 The man-power and material will be provided by the service provider/ vendor. Type of material quality proposed to be used should be indicated in the bid.
- 19 These terms and conditions are only explanatory as after finalization of quotations by the department, a written agreement detailing the specific terms and condition shall be

executed between the department and service provider. Appropriate stamp paper shall be purchased by the service provider for executing this contract.

- 20 The Department reserves right to accept/reject any tender or all tenders without assigning any reason.
- 21 The Sealed tender/ quotation/ proposals addressed to Administrative Officer, O/o The Principal Chief Commissioner of Income-tax, Rajasthan, Jaipur, R.No.-107, NCRB, B.D. Road, Jaipur super scribed by "Bid for Gardening Services for 2018-19" must reach this office on or before **28.01.2019 latest by 15:00 hrs**. The tenders will be opened by the Committee constituted for this purpose on **29.01.2019 at 17:00 hrs**. Interested service providers are requested to attend the opening of the Sealed Bids/ Proposal/ quotations at the appointed date and time.

A (II) Scope of services :

- i. Providing and maintenance of all the trees, plants, shrubs, hedges, lawns and flower bed preparation by uprooting the old plants for sowing planting of new seedlings (seasonal and perennial both) and different types of cutting including earth work, spreading and mixing of cow dung manure and fertilizers and leveling and bund making etc.
- ii. To provide and maintain flowers and plant pots with flowers and plants both indoor and outdoor at designated places (approx. 40-50 rooms and corridors) to be decided in consultation with the designated officer.
- iii. Regular watering of grass, lawns, trees, shrubs, plants etc.
- iv. Transportation and placing of decorative plants to various seminars/functions of the office and back, spraying of insecticides, pesticides, weedicides on the plants as and when required, removing the waste to the proper place.
- v. Intercultural operation and maintenance of the plants both in flower beds and pots including preparation of soil mixture (cow dung manure, soil, fertilizers), weeding, liming, manuring, filling of pots with soil mixture, cutting of hedges, grass cutting in lawn and lifting the grass to the compost pit.
- vi. Any other job which is required to make the campus from Horticulture point of view beautiful with lush green environment.
- vii. The service provider should demonstrate own initiative for horticulture up gradation of building premises. Seasonal plan(s) for the same should be prepared and submitted to the designated officer.
- viii. The above scope of work covers cost of manpower, plants, material (POTS, MANURE, FERTILIZER, PESTICIDES) and equipments alongwith supervision.

B. Eligibility Criteria:-

- (i) The applicant tenderer should necessarily be having workforce of atleast 20 persons every year continuously for F.Y.- 2015-16, 2016-17 & 2017-18. Proof for the same shall be submitted alongwith technical bid.
- (ii) The applicant tenderer should have experience of atleast 3 years in this field.
- (iii) The applicant tenderer's annual turnover should not be less than Rs. 5 lacs for the Financial Years 2015-16, 2016-17 & 2017-18. Applicant has to furnish copy of returns for the relevant assessment years with the technical bid. In case return is not filed for

the A.Y.- 2018-19 (F.Y. 2017-18), then a certificate from the Principle Office Bearer alongwith copy of P&L account should be filed.

- (iv) The applicant tenderer should be having ESI, PF, GST registration numbers, PAN and TAN no. Necessary proof shall be submitted along with technical bid.
- (v) The applicant tenderer should not have been blacklisted or debarred from participating in the tenders at any point of time by any of the Central or State Government, Semi Government or Local Body Agencies. An undertaking to this effect shall be submitted.
- (vi) The Tenderer should be having regular office/Nursery in Jaipur for the last three years .

An undertaking to these effects (on all the above points) shall accompany the technical bid.

C Earnest money deposit (returnable if the bid is not successful) of Rs. 10,000/- (Rupees Fifty Thousands only) in the form of demand draft/ banker's cheque in favour of "**Administrative Officer (DDO), Office of the Principal Chief Commissioner of Income Tax, Rajasthan, Jaipur**" payable at Jaipur has to be given along with the technical bid. Technical Bids without the EMD will be summarily rejected. The EMD will be returned after completing the tender process.

D The Tenderers are requested to submit their offer in two bid system, i.e., Technical Bid and Financial Bid in two separate envelopes for each. Both the envelopes should be properly sealed, super scribing thereon the "**Bid for Gardening Services Technical Bid/ Financial Bid**" as the case may be.

The name, address and telephone numbers of the authorized contact person should be clearly mentioned on the outer side of the sealed envelopes.

E Technical Bid

- (i) The technical Bid shall be as per Annexure A and shall be supported by the documents indicated in the said Annexure.
- (ii) The Demand Draft/Banker's Cheque in respect of 'Earnest Money Deposit' shall be submitted with the Technical Bid.
- (iii) The undertaking alongwith proof on the eligible criteria as mentioned in point- B shall be attached to the Annexure-A.

F Financial Bid

- (i) The tender document, marked as Annexure-B, itself is a 'Financial Bid'.
- (ii) Initially only the technical bids will be opened. The financial bid will be opened, only if, the applicant Tenderer is selected in the technical bid qualifying in all aspects as per the eligibility criteria and evidence to thereof enclosed to the technical bid.
- (iii) Rates quoted should be all inclusive and no separate claims will be entertained.

G. Procedure for submitting Bids:

- (a) For Technical Bid, documents at i) to iv) of para 6 above with all other required documents (duly signed) as well as the EMD of Rs. 10,000/- should be submitted in a sealed envelope (Envelope-I) super scribed as:

"TECHNICAL BID for Gardening Services for the Income-tax Department at Jaipur"

- (b) Financial bid should be submitted in another separate sealed envelope (Envelope-II) super scribed as :

"FINANCIAL BID for Gardening Services for the Income-tax Department at Jaipur."

- (c) Both the aforesaid sealed envelopes (I & II) should be placed in another envelope which should also be properly sealed. This envelope should be superscribed as: "Tender/Offer for Gardening Services for the Income-tax Department. "

- (d) The applicant shall submit their bids in sealed envelopes in the office of the Administrative Officer, O/o The Principal Chief Commissioner of Income-tax, Rajasthan, Jaipur, R.No.-107, NCRB, B.D. Road, Jaipur. Name, address and Telephone numbers of the Authorised Contact person should be clearly mentioned on the outer side of the sealed envelop.

- (e) A copy of this document is to be signed by the principal officer of the tenderer in token of acceptance of terms and conditions and to be deposited alongwith technical bid.

Important Note:

- (a) The bidders should refrain from indicating the rents and other financial details in the Technical Bid and if they do so, the bid will be rejected in as much as the envelope containing the Financial Bid shall not be opened.
- (b) Any deviation from the above procedure (e.g. putting Technical and Financial Bids in the same cover, non-submission of the requisite documents, non-sealing of envelopes) etc. shall lead to rejection of the Bid documents *ab initio*.
- H. Financial Bids of those who qualify on evaluation of Technical Bids by screening committee would be opened later, the date of which will be intimated to the qualified bidders separately.
- I. Intending parties may furnish complete details in the Technical Bid given in Annexure-I and Annexure-II and Financial Bids in Annexure-III to this document. Incomplete/Incorrect bid will be treated as rejected. No further correspondence will be entertained.
- J **Terms of payment:** payment shall be made on monthly basis after certified attendance sheet is produced by the tenderer. The payments shall be made by the Principal Chief Commissioner of Income-tax, Rajasthan, Jaipur.

- K** Successful vendor/service provider has to submit bank guarantee of Rs.50,000/- in favour of Principal Chief Commissioner of Income-tax, Rajasthan, Jaipur valid for the period of contract. Bank guarantee shall be submitted within 7 days of awarding contract. This bank guarantee will be released to the vendor/service provider after completion of contract after deducting dues, if any arises during contract period.
- L** The Department reserves the right to amend any/all terms and conditions, as it deems necessary.
- M** Income-tax Department shall be under no obligation to accept the lowest quotation.
- N** Conditional offers will be rejected.
- O** The rates quoted should be only in Indian Rupees.
- P** No tender will be accepted by fax, e-mail or any other such means.
- Q** Tender is likely to be rejected because of non-fulfilment of any of the above terms and conditions.
- R** Participation in the tender process does not by itself give the bidder any commitment from the Department. The Department will not be liable for any damage/loss caused to the bidder during the tendering process and before signing of the contract. The Department reserves the right to reject any/all offers without assigning any reason.
- S** All disputes lie within the jurisdiction of Jaipur City. All disputes in connection with the execution of contract shall be settled under the provisions or Arbitration and Conciliation Act 1996 and the rules framed there under and in force shall be applicable to such proceedings. The arbitration proceedings shall take place at Jaipur City only.
- T** Failure on the part of the owner will attract penalty on the rates decided by the Arbitrator.

ANNEXURE- A
TECHNICAL BID DOCUMENT

1	Name of the Bidder	
2	Complete address of the concern along with Tel. No., Fax No. and e-mail id	
3	Name(s) and address(es) of the Proprietors/ Partners and / or Directors of the concern with Tel. No.	
4	Name and Address of the Concern/ Department where at least 50 workers were provided during the year	
5	Details of Contact person (s)	
	Name and Address of the person	Telephone No./ Mobile
a)		
b)		
c)		
6	A brief note on the gardening related contracts carried by the concern in the last 3 years and vision note for providing services in the department (not to exceed 200 words) (separate sheet to be attached)	
7	Annual Turnover during the F.Y. 2017-18, 2016-17 & 2015-16 (copy of Return of Income filed along with P&L A/c, Balance Sheet etc. should be enclosed as evidence)	
8	Permanent Account No. (PAN) and TAN	
9	GST/ PF & ESI Registration Number	
10	Details of Demand Draft/ Banker's Cheque in respect of Earnest Money payable at Jaipur (Demand Draft/ Bankers Cheque to be enclosed)	

DECLARATION

I / We hereby certify that the information furnished above is full and correct to the best of my/ our knowledge and belief. I / We understand that in case any deviation is found in the above statement at any stage, the company will be blacklisted and will not have any dealing with the Department in future.

(Name and Signature of Authorized Signature with date)

SELF CERTIFICATE

(To be enclosed to Technical Bid Annexure- A)

I / We hereby declare that –

- (i) I / We have employed 20 persons for a year continuously for F.Y. 2015-16, 2016-17 & 2017-18. Proof is enclosed.
- (ii) I / We have 3 years of experience in this field and have experience of providing personnel to the Government Departments.
- (iii) My / Our annual turnover is not less than Rs. 5 lacs for the last 3 financial years as per the Financial Years mentioned in the eligibility criteria. I / We have enclosed the copies of returns of income filed, P&L A/c., Balance Sheet for the F.Y. 2015-16, 2016-17 & 2017-18 alongwith with PAN.
- (iv) I / We have enclosed the Demand Draft/ Banker's Cheque in respect of Earnest Money Deposit.
- (v) I / We have signed every page of the tender document and submitted the same along with the Annexure-A in token of having read the contents of the tender document.
- (vi) I / We have GST registration number and also have ESI & PF. registration number Proof enclosed.
- (vii) I / We am/ are not blacklisted or debarred from participating in the tenders at any point of time by any of the Central or State Government, semi government or local body agencies.
- (viii) I/ We am/ are having regular office in Jaipur for the last three years.

Place:

Date:

**(Signature of Authorized Signatory with
Date and stamp)**

ANNEXURE – B
FINANCIAL BID DOCUMENT

- 1 Name of the Proprietor/ Registered Firm/ :
Company / Society
- 2 Address of the concern :
(With Tel. no. Fax, e-mail & PAN)
- 3 Authorized contact person(s) :
With mobile no. & PAN
- 4 Bidding amount per month (excluding GST/ :
Service tax)
- 5 Details of Demand Draft/ Banker's Cheque :
in respect of Earnest Money

**(Signature of Authorized Signatory with
Date and stamp)**