



**OFFICE OF THE  
CHIEF COMMISSIONER OF INCOME TAX (CCA)  
CENTRAL REVENUE BUILDING, I. P. ESTATE, NEW DELHI.**

**Notice for Inviting Tender**

F. NO.CCIT (CCA)/Hq. Admn./Plant and Pot /2013-14/11877

Dated 17/01/14

NAME OF THE WORK : Supply and Maintenance of 900-1000 [approx.] Indoor Potted Plants/flower plants and supply of flowers(as per requirement) for the period of one year from the date of execution of agreement in various office premises of Income Tax Department, New Delhi.

The office of the Chief Commissioner of Income Tax(CCA), Delhi, New Delhi invites sealed bids for Supply and Maintenance of 900-1000 [approx.] Indoor Potted Plants/flower plants and supply of flowers(as per requirement) in various office premises of Income Tax Department, New Delhi from reputed parties dealing in supply & maintenance of potted plants and flowers registered with Sale Tax Authorities, having at least five years of experience providing such services in Government Organizations/Semi-Government Organizations/ Government Undertaking/ Reputed Banks, as per terms & conditions of the bid document.

Tender documents shall be accompanied by a Demand Draft/Banker's Cheque for Rs. 500/- (Rupees Five Hundred only) drawn in favour of the Deputy Commissioner of Income Tax (DCIT), Head Quarters, Administration, O/o the Chief Commissioner of Income Tax (CCA), Delhi, New Delhi towards cost of the tender form. Tender is invited in two parts, i.e. (1) Technical Bid and (2) Financial Bid. The tender form for technical bid in the prescribed pro forma (Annexure-I) and the tender form for the financial bid in the prescribed pro forma (Annexure-II), complete in all respects, sealed separately, and kept in sealed cover together, should be superscribed as "Quotation for Supply and Maintenance of Potted Indoor Plants and flower plants" and should be submitted to the Administrative Officer, Room No. 350, O/o the Chief Commissioner of Income Tax, Delhi-I, Central Revenues Building, IP Estate, New Delhi-110002.

The tender documents along with instructions and terms & conditions can be downloaded from the web site [www.incometaxindia.gov.in](http://www.incometaxindia.gov.in) or <http://eprocure.gov.in/cppp/> or can be collected from the Administrative Officer, Room No. 350, O/o the Chief Commissioner of Income Tax, Delhi-I, Central Revenues Building, IP Estate, New Delhi-110002 from 02:00 PM on 21/01/2014

Last date of sale of tender forms 11/02/14 till 11:00 AM

Last Date & Time for submission of quotations is 11:00 A.M. to 2:00 PM on 11/02/2014

Date & Time of opening of quotations at 4:00 P.M on 11/02/2014

Place of opening of Tender Bids – Conference Hall, 3<sup>rd</sup> Floor, Central Revenue Building, IP Estate, New Delhi-110002.

**DEPUTY COMMISSIONER OF INCOME TAX,  
(HQRS.) (ADMN.), NEW DELHI.**

## **GENERAL INSTRUCTIONS FOR TENDER**

- i. The office of the Chief Commissioner of Income tax, Delhi-I, New Delhi requires the services of a reputed and well established supplier/Company /Firm/ Agency dealing in supply & maintenance of indoor potted plants and flowers registered with Sale Tax Authorities for Supply and Maintenance of 900-1000(appx.) Indoor Potted Plants/flower plants and freshly cut flowers(as per requirement) in various office premises of Income Tax Department, New Delhi.
- ii. The tendering Company/Firm/Agency is required to enclose photocopies of the documents, as per the requirements of Technical Bid as given in the Annexure-I failing which their bids shall be summarily / out rightly rejected and will not be considered any further.
- iii. Conditional bids shall not be considered and will be out rightly rejected at the very first instance.
- iv. All entries in the tender form should be legible and filled clearly. If the space for furnishing of information is insufficient, a separate sheet may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids. All the pages of the bid shall be signed by the authorized signatory in ink with rubber stamp of the agency.
- v. The envelope containing Technical Bid shall be opened first on the scheduled date and time, in the Conference Hall, 3rd Floor, office of the Chief Commissioner of Income Tax(CCA), Delhi, New Delhi, Central Revenue Building, Indraprastha Estate, New Delhi-110002 in the presence of the duly authorized representatives of the Company / Firm / Agency, if any, who wish to be present on the spot at that time. Financial bids of only technically qualified bidders shall be opened on a date & place to be notified later or as decided in presence of short listed contractors or their authorized representatives.
- vi. The competent authority of Office of the Chief Commissioner of Income Tax (CCA), Delhi, New Delhi, Central Revenue Building, I.P Estate, New Delhi-110002 reserves the right to annul any or all bids without assigning any reason.
- vii. The bidder shall submit the technical & financial bids as per the format enclosed at Annexure I & II.
- viii. Copies of valid Central/State Sale Tax registration certificate should be submitted with the quotation.

### **A. TECHNICAL REQUIREMENTS FOR THE TENDERING COMPANY / FIRM/ AGENCY**

The tendering Service Provider Company / Firm / Agency should fulfill the following technical specifications:

1. Company / Firm/ Agency should have at least five years experience in providing similar services to public sector Company/ Banks and Government Departments etc.
2. Company / Firm / Agency should have registered with service tax department, its own Bank Account and PAN No.

3. The Company / Firm / Agency shall submit affidavit stating that the agency is / has not been black listed by Central Government / State Government / any PSU.
4. Attested copy of satisfaction certificate from the previous office(s) in which the Provider Company/Firm/Agency is providing similar services has to be enclosed separately.
5. The Company / Firm / Agency should have registered with the concerned authorities.
6. Firm should have annual turn over of atleast 30 lakhs in the last three financial years.

**Non compliance with any of the above conditions by the Company/ Firm / Agency will amount to non-eligibility for the services for which tender has been floated and its tender will be ignored summarily.**

### **Other terms & conditions**

1. **The agency should have a well-grown nursery.**
2. The agency will have to supply healthy indoor variety plants of 3-5 ft. height in plastic pots. Plant will have to be replaced **fortnightly** at the cost of the agency. Cut flowers will be replaced on **alternate day excluding Saturday, Sunday and Holidays**. However, plants/flowers, which go dry will be replaced as soon as possible.
3. A general description of required indoor plants are –Arocaria, Ari-ca-palm, Cycus, Oxycodium, Aristrium with Mosth, Marginata Tricolour, Ming Arelia, Ponytail Palm, Bamboo Palm, Dracaena Margmata, Yucca, white bird paradise, money plant, cyrus etc and of freshly cut flowers are – Gladiola, Tulip, Rose(Mised, tata, Tube etc.), Orchid Vase Laurel leaf, Lily and Gerbera, Anthurium Cube, Carnation Orchid, fillers, seasonal flowers etc .
4. **However, the Department has the sole right to select the required plants/flowers or ask for any other plants/flowers at any stages of agreement. The actual no. of potted plants, freshly cut flowers to be placed will be decided by the CCIT(CCA), Delhi, New Delhi. Further, the flower arrangements will only be requisitioned as per the requirement arises time to time.**
5. A random check will be conducted to inspect the freshness, quality and quantity or otherwise of the indoor potted plants/flowers. The decision of the Department in this regard will be binding on the agency.
6. The agency will maintain all the plants by everyday watering, cleaning, pruning, trenching, spraying of insecticides etc by putting manure and filling moss grass or whatever needed in order to decent look of the plant. However, the same or change of plants will have to be done by the agency before 9.30 AM. Similarly the flower arrangement will be fresh & good quality and replacement will be made before 9:30 AM on each working day or alternate day as required. The supplier/successful bidder shall be responsible for freshness of material supplied.
7. The price quoted should be inclusive of their maintenance, taxes, transportation etc.
8. No advance payment will be made by the Department.
9. The bidder should adhere to the provisions of all laws in every respect.

10. The contractor shall submit the bills after satisfactorily supplying the goods so as to enable the Department to process the same and pay the contractor.
11. Tax shall be deducted at source as per the Income Tax Act from the monthly bills.
12. If in the opinion of the Department, the contractor supply items not as per the approval or satisfaction, the Department may get the work done through a third party contractor, cancelling the work order, without any notice.
13. In the event of the Department deciding to renew this contract on the same terms as embodied or such other modified terms as it may think fit and proper, the Department shall communicate the decision to the contractor, in which event the parties to this agreement shall be governed by such documents for future or further transactions.
14. Liaison shall be maintained with our officers-in-charge concerned for smooth and efficient supply and maintenance of the required items.
15. In the event of any exigencies, the Department shall have discretion to ask for more potted plants or flower plants or freshly cut flowers on **URGENT** basis as per the rate approved.
16. Any tax as per laws in force shall be paid by the Contractor.
17. Any damages, loss or theft will have to be bear by the contractor/agency.
18. Failure by the contractor to comply with any statutory requirements and/or the terms of the agreement during the period of contract will result in termination of the contract and subsequent disqualification from participation in any future tender of the department.
19. In case the contractor withdraws without three month notice or the Chief Commissioner of Income Tax(CCA), Delhi, New Delhi terminates the contract for violation of terms and conditions and/or deficiency in items during the period of contract. The EMD of Rs. 50,000/- shall be forfeited and in addition if any extra damages/loss is assessed by the office of CCIT(CCA), Delhi the same shall be recoverable out of the pending payments if any or be payable by the contractor.
20. No negotiation will be undertaken with any bidder except the successful bidder.
21. The contractor will not sublet or transfer any part of the contract.
22. If the quality of any items is found not satisfactory by this office then the contractor will be asked to replace them immediately without any cost.
23. The period of contract will be for one year from the date of signing the agreement.
24. **The Contractor shall have all statutory license/registration which are essential/mandatory for supplying/providing the required services in Delhi.**
25. In case of deficiency in service such as substandard, dry plants, poor maintenance or supply of plants not as per the requirement or wilting or stale flowers or without its natural shine, a penalty of 5% of the bill for each occasion will be imposed. The decision of the department in this regard shall be final and binding.
26. Separate rates may be quoted for supply of flowers for display in flowerpots kept inside the rooms on daily basis and alternate basis.

27. The successful bidder will have to keep a back up supply ready equivalent to 25% additional indoor potted plants or flower plants at C.R. Building New Delhi to fulfill exigencies.
28. The successful bidder shall ensure and provide identity card to its employees/workmen to gain access to the offices and also supply a list of such person to the Nodal Officer/Administration office of the Income Tax Deptt. on quarterly basis and the department shall have no privity of contract with any employee/labour or representative of the successful bidder for any reason whatsoever.

## **FINANCIAL**

- i. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable, of Rs.50,000/- (Rupees fifty thousand only) in the form of Demand Draft/ Pay Order drawn in favour of the “Deputy Commissioner of Income Tax (DCIT), Head Quarters, Administration (HQ) (ADMIN), O/o the CCIT (CCA), Delhi, New Delhi” failing which the tender shall be rejected out rightly.
- ii. The EMD in respect of the Agencies which do not qualify the Technical Bid (First Stage) / Financial Bid (Second stage) shall be returned to them as soon as possible without any interest. Further, if the recommended/assigned Agency fails to initiate the assigned task against the initial requirement within 15 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.
- iii. The Agency shall raise the bill, in triplicate after providing the desired goods/services to office of Deputy Commissioner of Income Tax (Hqrs-Admn.), Central Revenue Building, I.P Estate, New Delhi-110002 for sanction and payment.
- iv. Successful agency will have to enter into an agreement with the Department. Only after signing the agreement, work order will be given to the agency.
- v. The successful agency can be asked for security deposit if the Department considered it necessary at any stage of the bidding process.

## **FRAUD AND CORRUPT PRACTICES**

- i. The applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Office may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

## **LEGAL**

- i. The Company, firm, agency shall be responsible for compliance of all statutory provisions relating to Service Tax and any other Laws/ Taxes/ Acts/ Rules etc. Governing the matter/ issues etc.
- ii. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax law, as amended from time to time and a certificate to this effect shall be provided to the Agency by this Office.
- iii. The Office of the Chief Commissioner of Income tax (CCA), Delhi, New Delhi, Central Revenue Building, I.P Estate, New Delhi-110002 reserves the right to withdraw/ relax any of the terms and conditions mentioned in the tender document so as to overcome any problem encountered at any stage.
- iv. The Department reserves the right to accept/reject any tender or all tenders without assigning any reason.

## **VALIDITY**

This contract is for one year from the date of signing the agreement.

The agreement can be renewed on mutually acceptable terms before its expiry as decided by both the parties for a further period of two years on year to year basis, subject to satisfactory performance of the contractor. In the event of the Department deciding to renew this contract on the same terms as embodied or such other modified terms as it may think fit and proper, the Department shall communicate the decision to the contractor prior to the expiry of this agreement, in which event the parties to this agreement shall be governed by such documents for future or further transactions.

## **ARBITRATION**

- (i) In the event of any question, disputes or differences arising between the parties relating to the interpretation and application of these provisions of this agreement, such disputes or differences shall be resolved amicably by mutual consultations and on failure to do so shall be referred for arbitration to the nominee Chief Commissioner of Income Tax (CCA), Delhi, New Delhi. The decision of Arbitration to the agreement in this regard shall be final and binding upon both the parties.
- (ii) Settlement of disputes will be as per Indian Arbitration and Conciliation Act-1996 and venue will be the Office of the Chief Commissioner of Income tax, Delhi-I, Central Revenue Building, I.P Estate, New Delhi-110002. It is clarified that the sole arbitrator to adjudicate any disputes arising out of the proposed contract shall be nominated / appointed by Chief Commissioner Delhi (CCA), and he /she shall not be a person below the rank of CIT (Commissioner of Income Tax).
- (iii) The parties shall continue to perform their obligation under this agreement during arbitration proceedings.
- (iv) The Venue for arbitration will be New Delhi.

**DEPUTY COMMISSIONER OF INCOME TAX,  
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**ANNEXURE-I  
TECHNICAL BID**

(To be enclosed in a separate sealed envelope)  
Supply and maintenance of Potted Indoor Plants

1.	Name of Tendering Company/ Firm/ Agency	
2.	Name of proprietor/Director of Company/Firm/Agency	
3.	Full Address of Office with Telephone No., FAX and E-Mail	
4.	Full address of operating/ Branch Office with Telephone no., FAX and E-Mail with name of the Contact Person(s) and Mobile No.	
5.	Banker of Company/Firm/ Agency with full address alongwith last six month bank statement	
6.	PAN No. (Attach attested copy)	
7.	Service Tax Registration No. (Attach attested copy)	
8.	Documents showing five year experience.	
9.	Total No. of years of experience in providing similar services with supporting evidence	
10.	Affidavit stating that the agency is / has not been black listed by Centre / State Government / PSU, Nationalised Banks	
11.	Details of Earnest Money Deposited:	DD No.....Dated..... Amounts: Rs..... Drawn Bank.....
12.	Annual Turnover for the year 2011-12(with proof) along with balance sheet for last year, if any	
13.	Address of the work place	

Signature of authorized person

Name:

Date:

Seal:

Place

**DECLARATION**

1. I, \_\_\_\_\_ Son / Daughter / Wife of  
Shri \_\_\_\_\_ Proprietor/Partner/Director,  
authorized signatory of the Company/Agency/ Firm, mentioned above, is competent to sign  
this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender and  
undertake to abide to them;
3. The information / documents furnished along with the above application are true and  
authentic to the best of my knowledge and belief. I / we, am/ are well aware of the fact that  
furnishing of any false information/ fabricated document would lead to rejection of my tender  
at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Full Name:

Seal:

Date:

Place:

**ANNEXURE- II****FINANCIAL BID**

(To be kept in a separate sealed envelope)  
Supply and Maintenance of Potted Indoor Plants

1.	Name and Mob No. of tendering Service Provider Company / Firm/ Agency:	
2.	Address of the Agency	
3.	Indoor potted plants (3 – 5 feet). Well developed from top to bottom	Rs.....per plant within a decorative pot(including maintenance, taxes, transportationetc.)
4.	Provision for cut/fresh flower arrangement in flowerpots consisting of 12/18/24 twigs each	Rs..... per piece(12 twigs) Rs..... per piece(18 twigs) Rs..... per piece(24 twigs)
5.	Flower arrangement (Big size)	Rs. .... per piece for..... Flowers(max two quotes)
6.	Flower arrangement(small size)	Rs.....per piece for ..... Flowers(max. two quotes)

**DECLARATION**

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

(Signature of Authorized Signatory with date)