

DIRECT TAXES REGIONAL TRAINING INSTITUTE

(A Division of National Academy of Direct Taxes, Nagpur)
BSNL Building, III floor, Tower I,
16, Greams Road, Chennai – 600 006.

Telefax: 044-28295683

S.F.No.56/SAP/CF/ADG/RTI/2021-22

Dated the 5th January, 2022

TENDER NOTICE

Sealed quotations are invited from reputed concerns engaged in the business of providing GARDEN / INDOOR PLANT MAINTENANCE SERVICES to carry on daily maintenance of garden / indoor plants at the Office premises of Direct Taxes Regional Training Institute (DTRTI) at BSNL Building, 3rd Floor, Tower I, 16, Greams Road, Chennai 600006 and DTRTI's hostel accommodation located in Block Nos.17 and 18 in Central Revenue Quarters, Anna Nagar, Chennai — 600 040. Tender Forms along with terms and conditions can either be downloaded free of charge from the official websites of the Income tax Department i.e. www.incometaxindia.gov.in or www.tnincometax.gov.in or may be obtained from the Income-tax Officer, RTI-2, at the Office of Direct Taxes Regional Training Institute, (Room No. 308) BSNL Building, III Floor, Tower I, 16, Greams Road, Chennai - 6 on payment of Rs.500/- (non-refundable) in cash/DD upto 27.01.2022 till 3.00 PM.

The interested bidders should furnish a copy of the PAN and GST Number. Bidders without PAN and GST Registration Numbers will not be entertained. Interested bidders should also file copies of their Income-tax Returns for the last three years (FY 2018-19 to 2020-21). Interested parties may submit the sealed tender along with EMD of Rs.30,000/-(Demand draft to be drawn in favour of "The DDO, DTRTI, Chennai" payable at Chennai) to the Office of the Additional Director General (Training), Direct Taxes Regional Training Institute, BSNL Building, III floor, Tower I, Greams Road, Chennai — 600 006 on any working day between 10.00 a.m. and 05.00 p.m. on or before 27.01.2022. It is also requested to submit the details of present and previous experience in the same line of business along with evidence.

The quotations will be opened on 28.01.2022 at 11.30 a.m.

Sd/-

(G Nanthakumar)

Additional Director General of Income Tax, DTRTI, CHENNAI

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NOTICE INVITING TENDER GARDEN / INDOOR PLANT MAINTENANCE SERVICES CONTRACT

The Direct Taxes Regional Training Institute (DTRTI) invites sealed offers from reputed concerns engaged in the business of Garden / Indoor plant maintenance services to carry out daily maintenance of Garden / Indoor plants at its Office premises at BSNL Building, 3rd Floor, Tower I, 16, Greams Road, Chennai 600006 and its hostel accommodation located in Block Nos.17 and 18 in Central Revenue Quarters, Anna Nagar, Chennai – 600 040. The contract shall be for a period of two years from the date of execution of the contract agreement.

TENDERING PROCESS:

Tender is invited in two parts i.e. (i) Qualifying / Technical Bid and (2) Financial Bid. The tender form for Qualifying Bid in the prescribed proforma in Annexure – I and the tender form for the Financial Bid in the prescribed proforma in Annexure – II, complete in all respects shall be submitted at the Office of Direct Taxes Regional Training Institute, BSNL Building, III Floor, Tower I, 16, Greams Road, Chennai – 6 in two separate sealed covers addressed to the Additional Director General, DTRTI, Chennai – 600 006 by 5.00 p.m. on or before 27.01.2022. The sealed covers may be superscribed with "Qualifying Bid - Contract for providing Garden / Indoor Plant maintenance services" and "Financial Bid -Contract for providing Garden / Indoor Plant maintenance services" respectively. It shall be opened by the undersigned on 28.01.2022 at 11:30 a.m. in the presence of bidders who are present. Incomplete bid document shall be rejected. The valid qualifying bids shall be scrutinized by the Department to short list the eligible bidders. Thereafter, the financial bids of the short listed bidders shall be opened by the undersigned either on the same day or on a subsequent date depending upon the number of bids received and other factors. Late submission of tenders shall not be accepted.

Earnest Money Deposit of Rs.30,000/- (Rupees Thirty thousand only) per application in the form of Demand Draft / Banker's Cheque of any Scheduled Bank drawn in favour of the Administrative Officer, O/o Direct Taxes Regional Training Institute, Chennai-34 shall accompany the qualifying bid. Qualifying bids without Earnest Money Deposit shall be rejected. EMD shall be forfeited in case the eligible bidder withdraws or the details furnished in Annexure-I & II are found to be incorrect or false during the tender selection process.

The successful bidder of the contract has to submit a **Performance Guarantee either by way of Fixed Deposit or Bank Guarantee receipt of Rs.75,000/--** (Rupees Seventy five thousand only) within three days from the day of awarding the contract.

The tenderer may inspect the areas under consideration for Garden / Indoor plant maintenance at the above mentioned premises between 10:00 AM and 5:00 PM (Monday to Friday) and submit their quotes thereafter. Any clarification in this regard may be sought from the Income Tax Officer, RTI-2, Direct Taxes Regional Training Institute at BSNL Building, III Floor, Tower I, 16, Greams Road, Chennai – 600 006.

The tenderer shall sign and stamp each page of this tender document as a token of having read and understood the terms and conditions contained herein and submit the same along with the qualifying bid. The tenderer would fill up the information in the Annexure I & II enclosed at the end of this document in clear and legible terms. Wherever, the prices are to be quoted, shall be written in figures and words as well. Annexure I & II shall also have to be signed and stamped by the bidder through its authorized signatory.

The tender forms shall be rejected if it is not complete in any aspect.

ITEMS TO BE MAINTAINED BY THE SERVICE PROVIDER (CONTRACTOR):

i. Details of plants in the Office premises of Direct Taxes Regional Training Institute (DTRTI), 16, Greams Road, 3rd Floor, BSNL Building, Tower 1, Thousand Lights, Chennai 600006.

Small potted plants - 40 Nos.

Big potted plants - 60 Nos.

ii. Details of plants, etc. in the Hostel premises of Direct Taxes Regional Training Institute, Block Nos.17 and 18, Central Revenue Quarters, 15th Main Road, Anna Nagar, Chennai 600034.

Lawn measuring 2000 Sq. Ft.

Potted plants 150 nos

Foliage and flowering plants

iii. Any other garden area developed by the Department during the year.

Procedure for submitting bills

- 1. The monthly charges raised in the bill shall be inclusive of labour charges, statutory expenses and other maintenance costs excluding of all taxes thereon. The agency (Contractor) shall not increase the service charges on any ground during the period of agreement.
- 2. The bills should be submitted along with the service reports for the month ended in the first week of the succeeding month.
- 3. The customer (Department) will not pay any money directly to the person(s) employed by the service provider (Contractor).

Scope of work of the service provider (Contractor):

a. Office indoor plants maintenance in the Office premises of Direct Taxes Regional Training Institute (DTRTI), 16, Greams Road, 3rd Floor, BSNL Building, Tower 1, Thousand Lights, Chennai 600006.

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Size of pot plants - 1' 6" diameter - 60 nos.
9" diameter - 40 nos.
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- i. Alternate days watering to be done including cleaning the pots, removal of dried / dead leaves.
- ii. Weekly once soil forking for better aeration.
- iii. Bi-weekly once fertilizer application including prophylactic spray of pesticide.
- iv. **Manpower deployment:** One experienced staff for one hour on alternate days.

- b. Garden area at the Hostel premises of Direct Taxes Regional Training Institute, Block Nos.17 and 18, Central Revenue Quarters, 15th Main Road, Anna Nagar, Chennai 600034.
 - Semi-shade pot plants 1' 6" diameter 150 nos.
 - Lawn Area 2,000 Sq. Ft.
 - Shrubs Ficus and Areca Palms
 - Watering schedule: Daily watering to be done including cleaning the garden area from debris, removal of dried / dead leaves.
 - ii. Weekly once soil forking for better aeration for potted plants.
 - iii. Monthly once fertilizer application including prophylactic spray of pesticides (as and when required)
 - iv. Manpower deployment: One experienced gardener for one hour on daily basis. Weekly once supervision by experienced Supervisor.
 - v. **Lawn mowing:** Once in two months with proper lawn mower and transportation of debris.
 - vi. The Contractor shall make proper arrangements for disposal of waste and refuse.

The Service provider shall be considered for award of contract only if they agree to abide by the following terms & conditions:

TERMS AND CONDITIONS:

Eligible Conditions

- 1. The tenderer can be a Proprietory Individual, firm or a company.
- 2. The tenderer should have a minimum of 2 years' experience in providing garden / indoor plant maintenance services to Central

Government Office premises. (Copy of certificates to be enclosed as proof) If Certificates are not enclosed, the tender will be rejected at the Technical Bid stage itself. The tenderer should have their establishment and Office at Chennai and should be operating from Chennai.

- 3. The turnover of the tenderer should have been Rs.4 lakhs or more in the immediately preceding two years.
- 4. The tenderer should comply with existing statutory regulations of both State and Central Governments.
- 5. The tenderer should be registered with PF and ESI authorities as per the relevant rules, if applicable.
- 6. The tenderer should comply with the provisions of GST.
- 7. The tenderer should be holder of PAN card.

The tenderer shall carry out the activities in the above Office and Hostel premises of DTRTI, Chennai as mentioned below:

- The tenderer shall ensure that its personnel shall have identity cards provided by the tenderer which shall be worn in such a way that it is prominently displayed and visible so that any person can identify the individual representing the tenderer.
- 2. The personnel shall attend to the work punctually at the prefixed / determined timings and shall be well behaved and mannered.

- 3. The personnel should have working knowledge of gardening / maintenance of garden, etc.
- 4. The maintenance will include cost of equipments required for gardening, pesticides, insecticides, etc. No cost of this nature will be borne by the Department.
- 5. The tenderer should be able to provide special plants / floral decorations, etc. on special occasions like Independence Day / Republic Day, etc. for which charges will be separately borne by the Department.
- 6. The personnel shall have uniform attire and wear it daily without fail.
- 7. The personnel shall perform all the duties assigned to the tenderer and as specified by the Department from time to time.
- 8. The personnel shall report to the Officer-in-charge assigned by the Department.
- 9. The tenderer is responsible for the payment of monthly salary including leave salary, bonus, gratuity, etc to the personnel as applicable to them.
- 10. The tenderer shall submit the bills for the current month by the first week of the next month so as to enable the Department to process the same and pay the tenderer.
- 11. Tax shall be deducted at source as per the Income tax Rules from the monthly bills.
- 12. The tenderer shall ensure that the work undertaken by its personnel is carried out efficiently and to the satisfaction of the Department.

- 13. The tenderer and its employees shall be subject to the entry and exit procedures of the Department as may be determined by the Department from time to time.
- 14. The tenderer shall indemnify and shall keep the Department indemnified against acts or omission or negligence, dishonesty or misconduct of the men engaged for the work and the Department shall not be liable to pay for any damages or compensation to such person or to the third party.
- 15. The pesticides to be used should be as per the standard laid down by the government.
- 16. Replacement of plants, if any, mortality during the period of maintenance to be done by the tenderer only.
- 17. The tenderer shall abide by the rules and regulations of the local authorities, GST authorities, Income tax authorities etc., besides the provisions and various labour laws and acts of the State and Central Govt. in force from time to time.
- 18. Income Tax and other statutory levies, if any, will be deducted by the Department from the bills payable to the tenderer as per the Income Tax rules and other statutes applicable from time to time.
- 19. The agreement shall be in force for a period of two years from the date to be specified by the Department and it may be extended for such further period and on such terms and conditions as may be mutually agreed upon by the parties hereto.
- 20. All disputes and differences arising out of or in any way concerning the contract shall be settled after holding necessary discussions

between the parties. However, in the event of any dispute/ difference remaining unsolved, the same shall be referred to a sole Arbitrator to be appointed by the Department for this purpose. The decision of the Arbitrator shall be final and binding on both parties. The venue of Arbitration shall be at Chennai.

- 21. The tenderer undertakes that he shall comply with all conditions laid down under all applicable statutes, licences and permissions and undertakes to keep all licences and permissions valid and subsisting during the period of contract failing which this service agreement shall be liable to be terminated without notice or compensation or any payment whatsoever at the sole discretion of the Department.
- 22. The tenderer agrees and undertakes to bear all the taxes, rates, charges, levies, claims whatsoever as may be imposed by the State / Central Government or any local body or authority in respect of his contractual obligations. The tenderer agrees to furnish proof of such payments and compliance of the obligation including registration certificate, clearance certificate, etc. that may be required by the Department from time to time.
- 23. The tenderer shall carry out all the instructions which may be given by the Department concerning any aspect of maintenance services.
- 24. The tenderer shall not engage any subcontractor for rendering the services mentioned in this contract.
- 25. The Department shall be the sole authority to decide on the quality of service rendered by the tenderer. In case the performance of the tenderer is found unsatisfactory, the Department shall have the right

- to terminate the agreement without giving any notice and without any compensation to the tenderer.
- 26. The Department shall have the right to withhold any reasonable sum from out of the amounts payable to the tenderer under this contract, if the tenderer commits breach of any of the terms and conditions of this agreement or fails to produce sufficient proof to the satisfaction of the department as to payment of all statutory and other dues or compliance with other obligations.
- 27. The tenderer shall indemnify the Department against any claims, damages, loss or penalties including the costs thereof in case of liability arising out of any accident/incident involving manpower deployed by him.
- 28. The tenderer shall be solely responsible and liable for all payments due to his employees including salaries, wages, overtime wages, if any, statutory payments, contributions to Provident Fund and Employees State Insurance, bonus, gratuity if payable, provision of uniforms and all other payments of whatsoever nature.
- 29. The tenderer shall be responsible for fulfilling the requirements of all statutory provisions of the Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Gratuity Act, The Employees' Provident Fund & Miscellaneous Provisions Act, 1952, The Employees' State Insurance Act, 1948, The Contract Labour (Regulation & Abolition) Act, 1970, and all other applicable laws at his own cost and risk in respect of all the persons employed by him. The tenderer shall maintain the records required to be maintained under the statutory enactments and an authorised representative of the Department shall be entitled to inspect the records at any time.

- 30. In general, the tenderer shall be responsible for strict compliance of all statutory provisions of the relevant labour laws applicable from time to time. If, due to any reason whatsoever, the Department is made liable to pay any liabilities payable by the tenderer under any of the applicable laws, the Department shall recover the same from the tenderer.
- 31. If the tenderer is unable to serve effectively as a result of strike or go-slow by his staff, it shall be open to the Department to terminate the contract forthwith besides claiming damages.
- 32. The tenderer shall arrange for suitable substitute if any of his staff is absent.
- 33. The tenderer undertakes to have a control over the maintenance of all the items and in case of any loss or damage to Department due to improper operation/ maintenance of the equipments, the tenderer is solely responsible.
- 34. **Performance Guarantee:** The tenderer shall deposit with the department a sum of **Rs.75,000/-** (**Rupees Seventy Five thousand only**) as 'Performance Guarantee' for securing proper maintenance and other arrangements. If the tenderer fails to perform his functions stipulated in this contract properly to the satisfaction of the DTRTI or any loss, damage, pilferage, theft etc. occurs in the premises or for any of the losses or damages either liquidated or un-liquidated, the DTRTI can initiate proceedings against the tenderer for the recovery of damages/ losses and the DTRTI can, in addition to all such remedies, forfeit the performance guarantee. On the question whether loss or damage is caused or not, the decision of the DTRTI shall be final.

Security deposit or balance of performance guarantee after recoveries shall be returned within three months after termination/ cancellation/ end of contract.

35. No negotiation shall be undertaken except with the lowest tenderer.

Sd/-(G Nanthakumar) Additional Director General of Income Tax, DTRTI, CHENNAI

Place: Chennai Date: 05/01/2022

QUALIFYING BID DOCUMENT

1.	Name of the Concern	:
2.	Address of the Concern (with Tel No., Fax & E-mail)	:
3.	Name & Address of the Partners / Directors: (with Mobile No.)	
4.	Contact Person(s) (with mobile number)	:
5.	No. of years of experience* in providing Garden/indoor plants maintenance services	:
6.	List of equipment available with the bidder for the purpose of Garden/indoor plants maintenance	:
7.	List of clientele* along with certificate of appreciation from at least two important clients	:
8.	PAN No.	:
9.	GST Registration No.	:
10.	Details of Registration with PF authorities and ESI authorities (attach proof)	:
11.	Details of EMD	:

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)

^{*} Details in respect of government and non-government organizations may be provided in separate annexures accompanying this qualifying bid.

ANNEXURE - II

FINANCIAL BID DOCUMENT

- 1. Name of the Concern :
- 2. Address of the Concern (with Tel No., Fax & E-mail)
- 3. Name & Address of the Partners / Directors (with Mobile No.)
- 4. Contact Person(s) (with mobile number) :
- Total Bid Amount including labour charges, pesticide, insecticide, consumables etc. (exclusive of GST)

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 the Authorized Signatory with date)