



OFFICE OF THE COMMISSIONER OF GST AND CENTRAL EXCISE
CHENNAI NORTH COMMISSIONERATE
No. 26/1, Mahatma Gandhi Road, Nungambakkam, Chennai-600034

C.No.IV/16/10/2018-PRO

Dated: .05.2019

RE-TENDER

NOTICE INVITING e-TENDER FOR PROVIDING GARDEN AND LANDSCAPE MAINTENANCE SERVICES FOR GST & CX, CHENNAI NORTH COMMISSIONERATE FOR THE PERIOD FROM DATE OF ACCEPTANCE OF TENDER TO 31.03.2020

E-Tender/Bids are invited from reputed Parties engaged in the business of providing "Garden and Landscape Maintenance Services" for outsourcing of the above services for the Office of the Commissioner of GST & CX, Chennai North Commissionerate, 26/1, Mahatma Gandhi Road, Nungambakkam High Road, Chennai-34 for the period from the date of approval to 31.03.2020.

1. Document Download:

Tender documents may be downloaded from CPPP site <https://eprocure.gov.in/eprocure/app>, www.centralexcisechennai.gov.in or www.cbcc.gov.in as per the schedule as given in TIME SCHEDULE as under by the bidders having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA.

TIME SCHEDULE OF TENDER

S.No	Particulars	Date	Time
1	Tender e-publish date	08.05 .2019	17:30 Hrs
2	Document download start date	08.05 .2019	18:00 Hrs
3	Start date for seeking clarification (on-line)	--	--
4	Last date for seeking clarification (on-line)	--	--
5	Bid submission start date	08.05.2019	18:00 Hrs
6	Bid submission last date	22.05.2019	17:30 Hrs
7	Tender opening date (Technical)	23.05.2019	17:45 Hrs

2. Bid Submission:

- Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app> Tenderer/Contractor are advised to follow the instructions "Instructions to Bidder for Online Bid Submission" provided in the Annexure VI for online submission of bids.
- Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

3. Not more than one tender shall be submitted by one contactor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

4. Tenderer who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with this Office.

5. Intending tenderers are **advised to visit again CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission** of tender for any corrigendum / addendum/ amendment.

6. The rates shall be quoted in Indian Rupees only.

7. The rates will be a lump sum amount inclusive of all taxes (except GST), fees, levies, etc. and any revision in the statutory taxes, fees, etc will be the responsibility of the Bidder.

8. In case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.

9. The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.

10. Any dispute arising out of this agreement or that which may arise in future, shall be resolved by taking recourse to mutual settlement, arbitration/conciliation clauses formulated by International Centre of Alternative Dispute Resolution (ICADR), failing which the dispute will be subject to Chennai jurisdiction only.

For further details, Mr. G. A. Harshanand, (Assistant Commissioner) may be contacted at 044-28335011.

NOTE: The Department reserves the right to postpone the date of opening or to accept or reject any or all the bids, without assigning any reasons.



**OFFICE OF THE COMMISSIONER OF GST AND CENTRAL EXCISE
CHENNAI NORTH COMMISSIONERATE
No. 26/1, Mahatma Gandhi Road, Nungambakkam, Chennai-600034**

TENDER DOCUMENT

E-Tender/Bids are invited from reputed Parties engaged in the business of providing “Garden and Landscape Maintenance Services” for outsourcing of the above services for the Office of The Pr. Commissioner of GST & Central Excise, Chennai North Commissionerate, 26/1, Mahatma Gandhi Road, Nungambakkam High Road, Chennai-600 034 for the period from the date of approval to 31.03.2020.

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(Signature of bidder)

Annexure-I Terms & Conditions

General Rules and Directions for the Guidance of the Bidder (**Section I**),

1.1. Scope of Tender

- 1.1.1. The Commissioner of CGST & Central Excise Chennai North Commissionerate, (hereinafter referred to as the Buyer), invites e-tenders/Bids from reputed Parties (hereinafter referred to as the "Contractor") engaged in the business of providing "Garden and Landscape Maintenance Services" for its offices located at 26/1, Mahatma Gandhi Road, Chennai-34 as defined in the tender documents
- 1.1.2. One experienced gardener should be deployed by the Contractor who should be available between 08.00 hours and 17.00 hours on all the 7 days in the week in the office premises.
- 1.1.3. The gardener deployed should be well experienced and trained adequately and Of sound health. The gardener should be well behaved and well mannered. The gardener should be provided with uniforms and identity cards prominently displayed.
- 1.1.4. If the deputed gardener is absent on any day another person should be deployed In his/her place.
- 1.1.5. The Contractor shall replace all dead plants, both indoor & outdoor at his own Cost, with seven days of being informed by the PRO section.
- 1.1.6. The Contractor shall within 15 days from the Award of Contract, conduct and Obtain a lab report on the quality of water available for watering and suggest necessary treatment, if any, required. The scope of the lab test shall be of the contractor.
- 1.1.7. The Contractor shall be responsible for any commissions and omissions of the Gardener employed by him.
- 1.1.8. The staff employed by the Contractor shall have no right to any employment in The department based on the service rendered on any other basis, and it is purely contractual responsibility through the Contractor.
- 1.1.9. The Contractor shall supervise the functioning of the gardener within their Limitations and shall take all measures that will enable the garden and lawn maintenance service an effective and admirable one in general.
- 1.1.10 Energy saving and water conservation is essential and the contractor should ensure that the taps & valves are switched off when not in use.
- 1.1.11 The contract will be valid for a period from **the date of approval to 31.03.2020**.
- 1.1.12 The contractor shall arrange for an inspection every month by a qualified Horticulture expert and submit a report to the PRO section on the condition of the plants & garden.

1.2 Eligibility Criteria

The tender/Bid is invited in TWO BID SYSTEM (Technical/Qualifying & Financial Bid) and is open to all contractors who fulfill the following eligibility criteria:

1.2.10 Experience – No of years in the Business:

The Bidder should be in the Business of Providing "Similar Services" for a period not less than 3 years i.e. since 2016-17.

[Mode of Proof: Copies of the Work order/Agreements/Work Completion certificate for the three year period to be uploaded along with bid document]. "Similar Service" means contract for providing "Landscaping and garden maintenance services" with Government/Semi-Government/Public Sector / National level educational institutes like IIT, IIM, NIT and Universities/Banks/Public Limited Companies and should have two work orders of value not less than Rs.2 lacs.

1.2.2 Possession of Valid PAN

The bidder should have a valid Income Tax Registration Number / PAN and other statutory requirements as per Rules in force. The bidder should have filed Income tax returns for the assessment years 2017-18 and 2018-19

[Mode of Proof: Copy of the PAN Card and ITR's of above two assessment years to be uploaded along with bid document]

1.2.3 Should not have been black listed by any Govt. Department/Public Sector Undertaking/Autonomous Body. [Declaration to this effect to be uploaded along with bid document] With regard to the various proof/supporting documents produced by the bidders for establishing that they meet the various eligibility conditions, it shall be the department's prerogative to decide whether the document produced is valid evidence or not and to call for additional proof, if required.

1.2.4 The bidder should have been registered with the ESI and PF authorities.

[Mode of Proof: Copies of Respective Registration Certificates along with the Receipts for the remittances made during the last 6 months (July 2018 to December 2018) and declaration to this effect to be uploaded along with bid document]

1.2.5 The bidder must be registered with the GST department (GST registration certificate to be uploaded along with bid document)

All the Documents in proof of meeting eligibility criteria uploaded with the tender are to be duly signed by the bidder

1.3. General Conditions

1.3.1 The Technical Bid Uploaded will be evaluated based on the details uploaded under Technical Bid/Cover I in the prescribed formats to ascertain whether the bidders qualify. After evaluation of technical bid, all bidders will get information regarding their eligibility/qualification on website. Thereafter a system generated mail confirmation will be sent to all successful bidders. The bidders can check the same from the portal. The Cover II (Financial Bid) of only those firms who technically qualify under Cover I will be decrypted and opened online.

1.3.2 The Bids should be signed in all pages only by the duly authorized signatory (ies) of the entity. The person(s) authorized to sign the tender shall sign all the pages of the tender and other documents including those which are required to be submitted as per Clause 1.2

1.3.3 Bidder should upload all the details in the prescribed Proforma and as per the requirements set out in the tender documents under Cover I. Bids and Tender documents should be complete in all respects and any incomplete Bids/tender will be rejected.

1.4. Cost of Tendering

The bidders shall bear all costs associated with the preparation and submission of their tenders and the CGST & Central Excise Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process or the cancellation, if any, of tender by the Commissioner of CGST & Central Excise, Chennai North Commissionerate.

1.5. Rejection of Tender Documents

The bidder shall read and understand the contents of the tender documents, carefully. Failure to comply with the requirements of tender submission will render the tender liable for rejection. Tenders, which are not responsive to the requirements of the tender conditions, will be rejected.

1.6 Clarification of Tender Documents

1.6.1 A bidder requiring any clarification regarding the tender documents may seek the same online within the time schedule prescribed. The CGST & Central Excise department will respond online to any such request for clarification, received.

1.7 Amendment to Tender Documents

1.7.1 At any time prior to the deadline for uploading the response to clarification, Commissioner, CGST & Central Excise, Chennai North Commissionerate may, for any reason, suo motu or in response to a clarification by a prospective bidder, modify the tender documents by issuing amendments (addenda/corrigenda etc.)

1.7.2 Any amendments (addenda/corrigenda) thus issued will be hosted on the website up to two days prior to the last date specified for submission of the bids. All the bidders who have downloaded the Bid Document shall verify if any such amendments have been issued by this department, before submitting their bid and shall take cognizance of and include such amendment(s) in their submission. In any case, the amendment(s), if any, shall be binding on the Bidder. No separate notice / intimation of amendments will be sent to the bidders.

1.8. Preparations and Submission of Tenders

1.8.1 Language of Tender

The tender, and all correspondence and documents, related to the tender, exchanged between the bidder and the buyer shall be written in the English language only. If the bidder along with their offer furnish any printed literature written in any other language, such documents shall be supplemented with their English translation also. For the purpose of interpretation of the tender, the contents in the English translated version alone shall be taken into consideration.

1.8.2 Documents comprising the Tender

The Bids/tender submitted by the Bidder shall comprise the following and should be read in conjunction with any Amendments issued in accordance with Clause 1.7

(i) Documents to be uploaded with Cover I (Technical Bid documents)

- a) Scanned copy of entire tender document, signed & sealed on all pages
- b) Scanned copy of Earnest Money Deposit (EMD)/Exemption from payment of EMD
- c) Scanned copy of Offer Letter (Annexure-II), Annexure IIIA, IIIB, IV and VIII with necessary enclosures

(ii) Cover II (Financial Bid)

- a) Scanned copy of Financial Bid (Annexure-V)
- b) Scanned copy of financial bid undertaking (Annexure-VII)
- c) Financial bid document in the form of BOQ_XXXX .xls

TENDER PROCESS:

Section I

1. Tenders are invited in two parts i.e. (1) Qualifying Bid (2) Financial Bid.
2. The tender form for Qualifying bid in pro-forma prescribed in Annexure - III and the tender form for the financial bid in pro-forma prescribed in Annexure - V complete in all aspects shall be uploaded on CPPP site. The Qualifying Bids will be opened online on **23.05.2019 at 17.45 hrs.** at **Office of The Commissioner of CGST & Central Excise, Chennai North Commissionerate, Chennai-34** Bidders may observe the tender opening online. The date and time of opening of "Financial Bid" will be intimated to the eligible bidders after evaluating the "Qualifying Bids". The Financial Bids of those bidders who qualify on evaluation of Technical Bids would be decrypted and opened online.

1.9. Conditions stipulated by the bidder

The bidder shall note that no alternative or counter or qualifying tender conditions by the bidder will be acceptable to the CGST & Central Excise department. Tenders containing any qualifying conditions or even bidder's clarifications in any form will be treated as non-responsive and will run the risk of rejection.

1.10. Filling up of Forms, Completeness & Mode of Submission of Tender:

1.10.1 The bidder shall submit all the documents required to be uploaded/ submitted as per Clause 1.2 duly filled in along with their covering letters, data and other information so that the tender is complete in all respects.

1.10.2 The tender/Bids shall be uploaded/filled and signed only by the entity/firm/corporation in whose name the tender documents have been issued.

1.10.3 Bids sent by telex, fax, Email etc. (i.e. modes other than by ways prescribed in Annexure - VI) shall not be accepted.

1.11. Tender Prices

1.11.1 The contract shall be for the whole Services or for individual component or components as may be decided by The Commissioner of CGST & Central Excise, Chennai North and as described in Sub - clause 1.1.1, based on the unit rates and prices quoted by the bidder in Bill of quantities.

1.11.2 Items against which no rate or price is entered by the bidder will not be paid for and when executed, such items shall be deemed to have been covered by the other rates and prices in the Bill of quantities. Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of providing the above services at CGST & Central Excise, Chennai. This includes all the liabilities of the contractor such as cost of identity cards of personnel deployed by the contractor and all other statutory liabilities like Minimum Wages, ESI, PF contributions, bonus, service charges, all kinds of taxes etc. which should be clearly stated by the contractor.

1.11.3 The rate quoted shall be responsive and the same should be inclusive of all statutory obligations such as Minimum Wages, ESI, PF contributions, bonus, service charges, all kinds of taxes etc. The offers of those prospective bidders which do not meet the statutory requirements of Applicable Minimum Wages, ESI & PF and Bonus are liable to be rejected.

1.11.4 Minimum wages as fixed and revised from time to time by the Office of the Chief Labour Commissioner (Central) as applicable to "Skilled & Semi-skilled labour" should be paid by the contractor. The highest of the applicable wages rates (where multiple rates are available for Skilled & Semi-skilled should be paid by the contractor.

1.11.5 Whenever Minimum wages is revised by the respective Labour authorities, it shall be the duty of the contractor to immediately pay such revised minimum wages to the contract personnel deployed and then claim re-imburement from The Commissioner of CGST & Central Excise, Chennai North by providing copies of such orders and proof of disbursement to the contract personnel deployed in the office of the Commissioner of CGST & Central Excise, Chennai North.

1.12. Tender Validity

1.12.1 Tenders shall remain valid for 120 days from the last date for submission of tender

1.13. Earnest Money Deposit (EMD)

1.13.1 Each tender/Bid should be accompanied by an Earnest Money Deposit (EMD) amounting to Rs.25,000/- (Rupees Twenty Five Thousand Only) which shall be in the form of Demand draft from any Nationalized Bank / Scheduled Bank drawn in favour of "PAY AND ACCOUNTS OFFICER, CENTRAL EXCISE, CHENNAI." Payable at Chennai and shall be submitted in person to the Public Relations Officer (PRO), Chennai North Commissionerate on or before the bid submission last date i.e. **22.05.2019** before 17:30 hours. Qualifying bids without Earnest Money Deposit will be rejected. EMD will be returned to all the unsuccessful bidders at the end of the selection process. However, the EMD shall be forfeited in case the successful bidder withdraws or the details furnished found to be incorrect or false during the tender selection process. No interest shall be paid on the Earnest Money Deposit.

1.13.2 No other form of deposit towards Earnest Money shall be accepted.

1.13.3 Tenders not accompanied by the Earnest Money Deposit in the manner prescribed in 1.13.1 will be summarily rejected. No exemption from payment of EMD is available to any bidder for any reason whatsoever, except MSE's as defined in the MSE Procurement Policy issued in Department of MSME (or) are registered with the Central Purchase Organization or with the Finance Ministry or this department.

1.14 Tender Opening, Bidder Participation, Stages of Evaluation (Technical and Financial)

1.14.1 Technical bids will be opened online at the Office of THE COMMISSIONER OF CGST & Central Excise, CHENNAI NORTH, 26/1, MAHATMA GANDHI ROAD NUNGAMBAKKAM, CHENNAI 600034", at **17:45 hours on 23.05.2019**. Bidders may observe the tender opening online. In the event of the specified date of tender opening being declared as a holiday for the department, the tender shall be opened at the specified time on the next working day.

1.14.2 The information furnished by the bidder in Cover - I in the prescribed format supplied by this department will form the basis for the evaluation. In exceptional cases The Commissioner of CGST & Central Excise or his representative reserves the right to obtain the clarifications from any of the bidder without vitiating the tendering process. If, in the opinion of the Commissioner of CGST & Central Excise, information and documents supplied in support of the tender do not indicate meeting the requirements of the tender specifications, the tender may be determined as non-responsive and may be rejected by the Commissioner of CGST & Central Excise. After satisfying that all / or some of the bidder have attained the minimum qualifying criteria as detailed above, a suitable date and time for opening of the Cover II – Finance Bids will be fixed and those bidder(s) who are qualified will be intimated about the opening of Cover - II – Financial Bids. The Cover- II - Financial Bids of the qualified bidders will be decrypted and opened online. The procedures for opening Cover - II will be the same as the procedures outlined in Clause 1.14.1.

1.14.3 After evaluating the financial bids received under Cover II, the bidder who ranked the lowest (L-1) Price will be awarded the work. In case the financial bid of more than one agency is same as L-1, then the Commissioner of CGST & Central Excise will be assigning marks to various eligibility parameters such as number of years of relevant experience etc. of such L-1 bidders and work will be awarded to the bidder who score highest marks, among the L-1 bidders.

1.15. Influencing prohibited

Any effort by a bidder to influence the buyer during the processing of tenders or award decision will result in the rejection of his / their bid offered.

1.16. Correction of Errors (in Financial Bid)

The Tenderer shall quote the rates both in figures as well as words. The cost of individual items shall also be worked out and mentioned in the financial bid (both in figures and words). On check if there are differences between the rates quoted by the tenderer in words and in figures or in the amount worked out by him, the following procedure shall be followed:

i) If, in the price structure quoted for the required goods, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly;

ii) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

iii) If there is a discrepancy between words and figures, the amount in words shall prevail;

iv) Such a discrepancy in an offer should be conveyed to the tenderer asking him to respond by a target date and if the tenderer does not agree to Procuring Entity's observation, the tender is liable to be rejected.

1.17. The Commissioner of CGST & Central Excise reserves the right to accept any tender and to reject any or all tenders and to annul the tendering process, at any time prior to the award of contract, without thereby incurring any liability to the Affected bidder or bidder or any obligation to inform the affected bidder or bidder of the grounds for the action.

1.18. Security Deposit

1.18.1 Within 15 days of the successful bidder's receipt of notification of Award of Contract from the Commissioner of CGST & Central Excise, the Bidder shall furnish a Security Deposit at the rate of 10% of the annual contract value in the form of a Bank guarantee from any nationalized bank at Chennai. If the bidder fails to submit the Security deposit to the Commissioner of CGST & Central Excise within the stipulated time, the Commissioner of CGST & Central Excise shall without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money deposited by such person absolutely or may, at its sole discretion, treat the bidder as having lost his eligibility for the award of the contract.

1.18.2 The Security Deposit will be discharged by the Commissioner of CGST & Central Excise and returned to the service provider not later than 90 days following the date of completion of the service providers performance obligations.

1.18.3 The proceeds of the Security Deposit shall be payable to the Commissioner of CGST & Central Excise as compensation for any loss(es) incurred by the department resulting from the failure of the Service provider to meet out its obligations under the Contract, as determined by the Commissioner of CGST & Central Excise. This shall be in addition to any other action/penalty taken by the Commissioner of CGST & Central Excise for delays/default/failure on the part of the Service provider.

1.18.4 No interest will be allowed on the Security Deposit from the date of its receipt until it is refunded.

1.19. Refund of EMD

1.19.1 The EMD will be refunded to all the bidder(s) other than the three lowest technically qualified bidders within one month from the date of opening of Financial bid (Cover - II).

1.19.2 The EMD of the two bidders other than the bidder whose offer is accepted will be refunded within a period of one month after finalization of the award of contract.

1.19.3 The EMD of the successful bidder will be refunded only after the remittance of security deposit in the manner as aforesaid. Till such time, the earnest money shall retain its character, as such, till the successful bidder furnishes the security deposit.

1.19.4. Where a person whose tender has been received on behalf of the Commissioner of CGST & Central Excise intimates that they are withdrawing their tender before the validity period or makes any modification in the terms and conditions of the tender which are not acceptable to the Commissioner of CGST & Central Excise (or) fail to furnish the security deposit within the prescribed time, the Commissioner of CGST & Central Excise shall without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money deposited by such person absolutely.

1.19.5 No interest will be allowed on the Earnest Money from the date of its receipt until it is refunded.

1.20. Commencement of Work:

The work shall be deemed to have been commenced from the date on which the contractor takes over based on Instruction from the Commissioner of CGST & Central Excise. The period of contract is from **the date of approval to 31.03.2020.**

1.21. Contract Agreement

The bidder shall, if his tender is accepted, enter into and execute an agreement in the form prescribed when called upon to do so with such modifications as agreed upon prior to the date of acceptance of the tender and until the formal agreement is prepared and executed, this tender together with the written acceptance shall form a binding contract between the buyer and the contractor. All costs, charges and expenses including stamp duty in connection with the contract as well as preparation and completion of agreement shall be borne by the bidder.

1.22. Jurisdiction:

The jurisdiction of all suits/proceedings arising out of this contract, arbitration matters shall be the High Court of Judicature at Chennai.

Section – II

General description of Service and other conditions / Responsibilities of Contractor

2.1 General: Shift, Fitness, Attendance, Amenities, Bio-data & Antecedents:

2.1.1. The contractor shall so devise their manpower deployment by giving them compensatory off. No such manpower provided by the contractor shall be on "part time" basis. The contractor shall deploy sufficient manpower for this purpose. No overtime charges shall be paid separately.

2.1.2 All personnel should be sincere, physically fit, active and energetic. No Minor Should be engaged.

2.1.3 The Contractor (service provider) should furnish to the department, the bio-data with photograph of the personnel to be posted in the office of the Commissioner of CGST & Central Excise before posting them and intimate the PRO, Chennai North Commissionerate of any changes thereof within 24-hours of the same. The Commissioner of CGST & Central Excise reserves the right to reject any person posted in this office without assigning any reason.

2.1.4 The antecedents of staff deployed shall be got verified by the service provider from local police authority and shall be submitted to the PRO, Chennai North Commissionerate, within 15 days from the date of commencement of work.

2.2 Statutory / Labour Legislations / Labour welfare Obligations:

2.2.1 The Contractor shall be responsible for any accident, damage or injury caused to any of his employees or property or any person or property in course of the Service and death while on service and shall not hold The Commissioner of CGST & Central Excise responsible in respect of any claim made by any person for any reason whatsoever. The service provider shall be solely responsible for reporting to The Commissioner of CGST & Central Excise and concerned authorities immediately of any serious or fatal accident.

2.2.2 The personnel provided shall be the employees of the Contractor and all statutory liabilities such as ESI, PF, bonus; Workmen's Compensation Act, etc. will be paid/complied with by the contractor. The list of staff going to be deployed shall be made available to The Commissioner of CGST & Central Excise and if any change is required on part of the Department, fresh list of staff shall be made available by the agency after each and every change.

2. 2.3 The Statutory compliances including those pertaining to Provident Fund Act, Employees State Insurance Act, and Minimum Wages Act (Contract Labour (Regulation & Abolition Act 1970), Payment of Bonus Act and all other labour and other legislations as applicable from time to time, with regard to the personnel engaged by the contractor (service provider) for service to The Commissioner of CGST & Central Excise, are the responsibility of the contractor.

2.2.4 It will be the responsibility of the contractor to provide details of manpower deployed by him, in the office of The Commissioner of CGST & Central Excise, to the Labour department (Central).

2.2.5 The Commissioner of CGST & Central Excise shall not bear any damage / claim of any nature of the Garden and lawn Maintenance Services in discharge of

duties. The Service Provider, also called as "Contractor", shall indemnify The Commissioner of CGST & Central Excise for any loss suffered by the office of The Commissioner of CGST & Central Excise in this regard.

2.2.6 The wages (per month) quoted by the bidder should not be less than Minimum Wages as referred in clause 1.11.4, as applicable as on the date of Issue of this Tender. ESI, PF and Bonus should not be less than the statutory provisions / Act. If the amount/rates quoted are less than the prescribed minimum as stated above, then the bid will be disqualified and rejected.

If there is revision in the Minimum Wages prescribed by the Office of the Chief Labour Commissioner (Central) as applicable to "Skilled", "Semi-skilled" labour" manpower under Minimum Wages Act, during the currency of the contract, then:

(i) If the revised minimum wages rates are less than the quoted rates, then rates quoted by the bidder will not be enhanced.

(ii) If the revised minimum wages rates are more than the rates quoted by the bidder, then revised minimum wages rates will be considered for reimbursement.

2.2.7 As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by the Regional Provident Fund Commissioner (RPFC for short) for each personnel, against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's (contractor's) amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month, giving particulars of the employees engaged for The Commissioner of CGST & Central Excise works, and the same is required to be submitted to The Commissioner of CGST & Central Excise every month. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time The Commissioner of CGST & Central Excise is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement.

2.2.8 The administrative issues like leave, weekly off, discipline etc. of the Garden and lawn Maintenance Staff are the responsibility of the contractor.

2.3. Duties:

2.3.1 Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse of the areas of responsibility given to them by the department and shall not knowingly lend to any person or company any of the effects of The Commissioner of CGST & Central Excise, under its control.

2.3.2 The contractor shall do and perform all such services, acts, matters and things connected with the administration, supervision and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which The Commissioner of CGST & Central Excise may issue from time to time and which have been mutually agreed upon between the two parties.

2.3.4 Sub-contracting of the work of any sort will not be allowed.

2.3.5 The staff deployed by the contractor shall not accept any gratitude or reward in any shape.

2.4 PAYMENT

2.4.1 Payment of bills will be made to the contractor on a monthly basis based on actual services rendered in the previous month. No Advance Payment will be made. The contractor has to submit invoices/bills on the 1st of the following month for the services rendered in the preceding month along with ESI/PF/Service Tax challans, as applicable, pertaining to that month. The Commissioner of CGST & Central Excise would make the payment within 20 days of submission of bills with all the supporting documents and submission of necessary clarification, if there were any queries communicated by The Commissioner of CGST & Central Excise, to the satisfaction of The Commissioner of CGST & Central Excise. No Interest is payable by The Commissioner of CGST & Central Excise in case of any unavoidable delay in settling the bills, though the department would endeavor to settle within 20 days. No other claim on whatever account shall be entertained by The Commissioner of GST & CX. TDS at the rates applicable shall be deducted U/S194 (c) of Income Tax Act 1961 on the whole amount.

2.5. Penalty:

2.5.1 In case any of contractor's personnel(s) deployed under the contract is (are) absent or fails to report in time and contractor is unable to provide suitable

substitute in time, a penalty equal to double the wages of Garden and lawn Maintenance Staff absent on that particular day may be levied by The Commissioner of CGST & Central Excise and the same shall be deducted from the contractor's bills.

S. No.	Nature of Lapse	Penalty (Rs.)
1	Non submission of Monthly Report by Horticulture expert	Rs.500/Instance
2	Garden not watered properly	Rs.500/Instance
3	Garden/Lawn not cleaned of dry leaves	Rs.500/Instance

2.5.2 In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from the office of The Commissioner of CGST & Central Excise immediately.

2.5.3 In case the contractor fails to commence the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, The Commissioner of CGST & Central Excise reserves the right to impose the penalty as detailed below:-

- i) 0.5% of cost of order/agreement per week, up to four weeks of delay.
- ii) After four weeks delay, The Commissioner of CGST & Central Excise reserves the right to cancel the contract and withhold the agreement and get this work carried out preferably from other contractor(s). The difference if any may be recovered from the defaulting contractor and also the defaulting contractor shall be black listed for a period of 4 years from participating in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.

2.5.4 The personnel engaged by the contractor shall be dressed in neat and proper uniform, failing which invites a penalty of Rs.500/ each occasion and habitual offenders in this regard shall be removed by the contractor. The penalty on this account shall be deducted from the Contractor's bills.

2.5.5 The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Officers / Staff etc. and should project an image of utmost discipline. The Commissioner of CGST & Central Excise shall have the right to have any Garden and lawn Maintenance Staff removed in case of tenable complaints from Officer /Staff or as decided by representative of The Commissioner of CGST & Central Excise, if the person is not performing the job satisfactorily or is considered to be undesirable or for any other reason deemed fit by The Commissioner of CGST & Central Excise. The contractor shall have to arrange the suitable replacement in all such cases within 24 hours of intimation by this department, failing it may be treated as absent and consequent penalty as specified elsewhere in the document or any other penalty as deemed fit and reasonable by The Commissioner of CGST & Central Excise, will be imposed.

2.5.6 That in the event of any loss, theft or robbery inside the office of The Commissioner of CGST & Central Excise or damage occasioned to the Department, as a result of any lapse on the part of the contractor or its personnel deployed in the office of the Commissioner of CGST & Central Excise, which would be established after an enquiry conducted by The Commissioner of CGST & Central Excise, the said loss can be claimed from the contractor up to the value of the loss. The decision of The Commissioner of CGST & Central Excise will be final and binding on the contractor.

2.5.7 In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited to The Commissioner of CGST & Central Excise besides annulment of the contract. If any of the above condition is violated, The Commissioner of CGST & Central Excise has the right to impose any penalty as decided by The Commissioner of CGST & Central Excise.

2.5.8 The contractor shall ensure that its personnel shall not at any time, without the consent of The Commissioner of CGST & Central Excise in writing, divulge or make known any matter or transaction undertaken or handled by the Department and shall not disclose to any third part any information about the affairs of the office of The Commissioner of CGST & Central Excise. This clause does not apply to the information, which becomes public knowledge.

2.6. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines.

2.7. Termination:

The contract may be terminated with a 15 days' notice, before the expiry of contract period owing to deficiency in service or any other reason whatsoever by the Pr. Commissioner of, Chennai North Commissionerate. The contractor is to give 90 days' notice in case he wants to withdraw, in which case Security Deposit /EMD will be forfeited.

Section III

3. Qualification and responsibilities of Caretaking, Catering and Maintenance Staff

Submission of Tender

- i. The tender shall be submitted online in Two parts, viz., technical bid and Financial bid.**
- ii. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.
- iii. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.
- iv. This office reserves the rights to seek any document in original as specified in the technical bid for verification at any stage of tender process.
- v. After evaluation of bid, all bidders will get the information regarding their eligibility/ pre-qualification on website. Thereafter, a system generated e-mail confirmation will be sent to all successful bidders. The bidders can check the same from the portal.
- vi. The Financial bid of the successful bidders (i.e. qualified in Technical bid) will be decrypted and opened on-line, on the scheduled date after the pre-scheduled time by the bid openers. The bidder will get information regarding the status of their financial bid and ranking of bidder on website.



(RAJEEV KUMAR)
ADDITIONAL COMMISSIONER
CHENNAI NORTH COMMISSIONERATE

OFFER LETTER - Annexure II

(On letter pad)

To

The Commissioner of GST & CX,
Chennai North Commissionerate,
26/1 Mahatma Gandhi Road, Nungambakkam,
Chennai – 600 034.

Sir,

Sub: PROVIDING GARDEN AND LAWN MAINTENANCE SERVICES ON CONTRACT BASIS FOR CHENNAI NORTH COMMISSIONERATE, CHENNAI .

Ref. No.: C.No.IV/16/10/2018-PRO.

With reference to your Tender Notice calling for offers for providing "GARDEN AND LAWN MAINTENANCE SERVICES" on contract basis at the office of the Commissioner of GST & CX, 26/1 Mahatma Gandhi Road, Chennai 34, I/We hereby submit my/our offer as follows:-

a) Technical Bid: Annexures - I, II, IIIA, IIIB, IV, VI, and Annexure - VIII along with EMD Of Rs.25,000/- by DD No. dt. On & other supporting documents Page No.....to) (Cover - I)

b) Financial Bid: Annexure-V, VII & BoQ (cover - II)

2. I hereby undertake to abide by various terms and conditions contained in the tender document.

3. I also certify that the details furnished in the bids, various enclosures and other documents are true and correct.

Date:

Yours sincerely,

Signature and stamp of the Owner/ bidder/ authorized Signatory with complete Name, Address, Contact No. (s), including Mobile No.(s).

**ANNEXURE – III A
TECHNICAL BID**

**TENDER FORM FOR PROVIDING “GARDEN AND LAWN MAINTENANCE SERVICES” FOR
CHENNAI NORTH COMMISSIONERATE, CHENNAI**

1.	Name of the Registered Firm/ Company	
2.	Address of the company (with Tel. No., Fax & E-mail)	
3.	Status of Ownership (Proprietary / Partnership/ Company – upload proof)	
4.	Name & Address of the Partners/ Directors (with Mobile No.)	
5.	Contact Person (s) (with mobile number)	
6.	Date of establishment of the firm/company	
7.	Experience Certificate for providing similar services as in 1.2.1. (upload proof)	
8.	PAN No. (upload copy) as in 1.2.2	
9.	Copies of Income Tax Returns filed for The assessment years : 2016-17 & 2017-18: (upload document copies) as in 1.2.2.	
10.	GST Registration No. (if applicable) (upload document copies as in 1.2.5)	
11.	Details of Registration with PF and ESI authorities (upload copies of Registration) as in 1.2.4.	
12.	Details of EMD as in 1.13.	
13.	Declaration as in 1.2.3.	

ANNEXURE-III B

MINIMUM WAGE DETAILS FOR:

S.No	Particulars	GARDENER Amount (Rs.) per month
1	Cost of providing services of One Skilled Gardener, for 30 days (as fixed by the Dy. Chief Labour Commissioner (Central) including all statutory payments such as ESI/EPF and minimum bonus excluding contractor's service charges).	

DECLARATION

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

Signature and stamp of the Owner/ bidder/ authorized Signatory with complete Name, Address, Contact No. (s), including Mobile No.(s).

OFFICE OF THE COMMISSIONER OF GST & CX, CHENNAI

BIDDER UNDERTAKING

1. General Description

"Tender for Providing Garden and Lawn Maintenance Services at Nungambakkam Guest House on contract basis in the office of The Commissioner of GST & Central Excise at Chennai".

2. Earnest Money Rs 25,000/-

3. Security Deposit:-10% of the accepted annual contract value in the form as specified in clause – 1.18 of section -I

4. Period of Contract:

The Contract period is from the date of approval to 31.03.2020.

5. Delay in commencement of Service and forfeiture of Earnest Money Deposit & Undertakings by the Bidder

a) Should this tender be accepted in whole or in Part, I / we here agree:

to terms and abide and fulfill all conditions annexed hereto and all the terms and provisions contained in notice inviting tenders so far as applicable and/or in default thereof to forfeit and to pay the Commissioner of CGST & Central Excise or his successors in office, the sum of money mentioned in the conditions. A sum of Rs.25, 000/- is hereby forwarded in Demand draft as Earnest Money. If I / we fail to commence the Service Specified in the above memorandum / we agree that the said the Commissioner of CGST & Central Excise or his successors in office shall, without prejudice to the Commissioner of CGST & Central Excise any other right or remedy, be at liberty to forfeit the said Earnest Money absolutely.

b) To execute all the Services referred to there in the tender documents upon the terms and conditions contained or referred to therein and carryout such deviations as may be ordered by the Commissioner of CGST & Central Excise.

c) I/We hereby agree to abide by all terms and conditions laid down in tender Document.

d) This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.

6. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other Charges applicable from time to time. I/We will pay the wages to the Personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully & solely responsible for any violation.

Signature and stamp of the Owner/ bidder/ authorized Signatory with complete Name, Address, and Contact No. (s), including Mobile No.(s).

**ANNEXURE – V
FINANCIAL BID**

**TENDER FOR PROVIDING “GARDEN AND LAWN MAINTENANCE SERVICES” IN THE
OFFICE OF THE COMMISSIONER OF CGST & CENTRAL EXCISE, CHENNAI NORTH
COMMISSIONERATE, CHENNAI**

1. Name of the Registered Firm/ Company:
2. Address (with Tel. No. & Fax No.) :
3. PAN No. :
4. Name & Address of the proprietor,
Partners/ Directors (with Mobile Number) :

S. No	Particulars	Unit	*Rate (in Rs.)	Amount (Rs.)	Amount in words (Rupees)
1	Cost of providing services of Garden/Landscape maintenance (including hedge plants and trees) for 30/31 days. ***	2400 Sq.Ft			
2	Cost of providing maintenance of Potted Indoor/Outdoor plants for 30/31 days. ***	250 Nos.			
3	Cost of providing fertilizers, pesticides, manure, garden tools and machinery per month. **	LS			
4	TOTAL				

(Rupees)

NOTE:-

*Rate quoted is exclusive of GST.

** Contractor shall produce the material bills along with monthly bill and payment bill be made at actual and it should not be beyond the quoted monthly cost at Serial No.3 above.

***Should not be less than the Minimum Wages as fixed by the Dy.Chief Labour Commissioner (Central) including all statutory payment such as ESI/EPF Minimum Bonus.

Date:

Signature and stamp of the Owner/ bidder/ authorized Signatory with complete Name, Address, Contact No.(s), Including Mobile No.(s). (Also indicate the category in which signing, whether on his own behalf of as Power of Attorney/Authorized signatory of the owner)

ANNEXURE-VII

PRICE/ FINANCIAL BID DOCUMENT

- (a) Price bid undertaking
- (b) Schedule of price bid in the form of BOQ.xls

PRICE BID UNDERTAKING

From: (Full name and address of the Bidder) _____

To,

The Commissioner,
CGST & Central Excise,
Chennai North Commissionerate,
Chennai.

Dear Sir/Madam,

I submit the Price Bid for _____ and related activities as envisaged in the Bid document.

- 2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
- 3. I offer to work at the rates as indicated in the price Bid, inclusive of all applicable taxes except GST.

Yours faithfully

Signature of
Authorized Representative

ANNEXURE -VIII
UNDERTAKING BY THE BIDDER

I/We undertake that my/our firm M/s has not been **blacklisted** by any Govt. Department/Public Sector Undertaking/Autonomous Body.

2. I Son/Daughter/Wife of Shri..... Proprietor/Partner/Director/Authorized signatory of M/s am competent to sign this declaration and execute this tender document.

3. I have carefully read and understood all the term and conditions of the tender and undertake to abide by them.

4. The information / documents furnished along with the above application are true and correct 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.

5. I/We understand that in case any deviation is found in the above statement at any stage, my/our concern/firm/co. shall be blacklisted and shall not have any dealing with the Department in future.

Date:

Signature of the authorized Signatory of the firm/

Place:

Company/Organization

Office Stamp/Seal:

Annexure-VI

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such

DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid
- 10) Summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 11) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.