

DELHI PARKS AND GARDENS SOCIETY

Department of Environment, Govt. of NCT of Delhi

6th Level, C-Wing, Delhi Secretariat, IP Estate, New Delhi-110002

No.F. 1(10)/DPGS/Pur. of plants/2022-23/Pt.file/ 1766

Dated: 25/7/2023.

NOTICE INVITING TENDER

Chief Executive Officer, Delhi Parks and Gardens Society invites item rate e- tenders of the following NIT on two bids system from approved and eligible contractors/firms registered with CPWD, PWD, MES, Railways dealing with Horticulture works.:-

| S.No. | NIT No. | Name of work | Estimated cost (in Rs.) | EMD amount(in Rs.) | Duration |
|-------|----------------------------|--|--------------------------|---------------------|----------|
| 1. | 12 /DPGS/e-tender/2023-24. | Procurement of various inputs for Development and shifting of DPGS Nursery near Millennium park. | 29,16,000/- | 60,000/- | 15 Days |

1. Last date & time of submission of tenders : 10.8.2023 (2.00 PM)
2. Date & Time of opening of Technical bids. : 10.8.2023 (3.00 PM)
3. The financial bids will be opened after finalization of technical bids.

In original, EMD in the form of F.D.R. only, should be deposited in the office of Chief Executive Officer Delhi Parks and Gardens Society, Environment Department, GNCTD, 6th. Level, C-Wing, Delhi Secretariat, IP Estate, New Delhi 110002 latest by 10.8.2023 upto 11.00 AM.

The general terms & conditions and other details can be had from the website [http : //govtprocurement.delhi.gov.in](http://govtprocurement.delhi.gov.in) and [http : // dpgs.delhigovt.nic.in](http://dpgs.delhigovt.nic.in).


Chief Executive Officer
Delhi Parks & Gardens Society

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Department of Environment, Govt. of NCT of Delhi

6th Level, C-Wing, Delhi Secretariat, IP Estate, New Delhi-110002

General Terms & Conditions

1. The Item Rate e-tenders are invited on two bids system from approved and eligible contractors/firms registered with CPWD, PWD, MES, Railways dealing with Horticulture works.

The enlistment order of the contractor should be valid on the date of submission of e-tender (certificate thereof be uploaded).

The work is estimated to Rs.29,16,000.00 (Rupees Twenty nine lakhs sixteen thousand) only

This estimate, however, is given merely as rough guide.

2. Intending tenderer is eligible to submit the offer provided he has definite proof from the appropriate authority (Issued by the officer not below the rank of Class-II gazetted in Government Departments only) which shall be to the satisfaction of the competent authority, having satisfactorily completed similar works of magnitude having three similar completed works each of value not less than **Rs. 11 lakhs** or two similar completed works each of value not less than **Rs. 17.50 lakhs** or one similar completed work of value not less than **Rs. 23.50 lakhs** in last 7 years ending last day of the month previous to the one in which the tenders are invited (certificate thereof be uploaded).
3. **Similar nature of works mean supply of Nursery inputs and garden tools etc. only.**
4. The tenderer would undertake and confirm that eligible similar work (s) has/have not been got executed through another contractor on "**back to back basis**". Further that, if such a violation comes to the notice of the Department, then the tenderer shall be debarred for tendering in future also, if such violation comes to the notice of the Department before start of work, C.E.O., DPGS shall be free to forfeit the entire amount of Earnest Money Deposit/Performance guarantee.
5. EMD (Earnest Money Deposit) of **Rs. 60,000/- (Rupees Sixty thousand only)** as instrument of EMD in the form of Fixed Deposit Receipt (FDR) only of a scheduled Bank, pledged in favour of "Chief Executive Officer, Delhi Parks and Gardens Society" payable at New Delhi" shall be scanned and uploaded to the e-tendering website within the period of tender submission and original should be deposited in the office of C.E.O., DPGS latest by 10.8.2023 up to 11.00 AM.
6. No interest is payable on this Bid Security.
7. The following documents should to be uploaded by the tenderer:-
 - I. Scanned copy of execution of similar nature of works, Issued by the officer not below the rank of Class-II gazette in Government Departments.
 - II. Scanned copy of PAN card.
 - III. Scanned copy of GST No with up to date filed return.
 - IV. Scanned copy of ITR filed of last three years.
 - V. Scanned copy of valid enlistment order.

- VI. Scanned copy of non-execution of works through another contractor on “back to back basis”.
 - VII. Scanned copy of instrument of EMD..
8. The earnest money shall be forfeited in following conditions:-
- I. if any stage, any of the information / declaration given by the bidder is found false.
 - II. In case of any laps / default in honoring the terms and conditions at any stage after submitting the e-tender.
 - III. If a bidder withdraws his bid during the period of bid validity specified in the tender's terms and conditions.
 - IV. In case of final selection of bidder, if he fails to furnish contract performance
 - V. Security in accordance with terms and conditions of the e-tender.
9. *Online tender documents submitted by intending bidders shall be opened only of those bidders whose Earnest Money Deposited physically and other documents found in order.*
10. The technical bids will be opened through online, first on the same day i.e. **10.8.2023 at 03:00 PM** by the Tender Evaluation Committee / purchase committee in the chamber of C.E.O., DPGS, Department of Environment, Govt. of NCT of Delhi, 6th Level, C-Wing, Delhi Secretariat, I.P. Estate, New Delhi – 110002. In case the holiday is declared by the Govt. on the day of opening of the etender, the etender will be opened on the next working day. The financial bids will be opened after finalization of technical bids by the TEC/Purchase Committee.
11. The contractor whose tender is accepted will be required to furnish performance guarantee @ 10% of the tendered amount within the period to be notified. This guarantee shall be in the form of Fixed Deposit Receipt (FDR) only of a Schedule Bank. The period for furnishing Performance Guarantee can be extended up to 7 days with a penalty of 1% per day of the PG amount. In case the contractor fails to deposit the said performance guarantee within the notified period including the extended period (if any), the earnest money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The performance security would remain with Department for the period of contract plus 60 days or till completion of all contractual obligations. No interest shall payable on the performance security.
12. Intending tenderers are advised to inspect and examine the sites and its surroundings and satisfy themselves before submitting their etender as to the nature of ground and subsoil the form and nature of the site, the means of access to site.
13. The competent authority does not bind itself to accept the lowest or any other etender and reserve to itself the authority to reject any or all the tenders received without assigning any reason.
14. All etenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders, shall be summarily rejected.
15. Canvassing whether directly or indirectly in connection with etenders is strictly prohibited and the tenders submitted by the contractor who resort to canvassing will be liable to rejection.
16. The competent authority reserves the right of accepting the whole or any part of the etender and the tenderer shall be bound to perform the same at the rate quoted.
17. The etender for the work shall remain open for acceptance for a period of 90 days from the date of opening of bids. If any tenderer withdraw his tenders before the said period or issue of letter of acceptance whichever is earlier, or makes any modifications in the

terms and conditions of the tender which are not acceptable to the Department, then the govt. shall without prejudice to any other right or remedy, be at liberty to forfeit the earnest money. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.

18. This notice inviting tender shall form a part of the contract document. The successful tenderer on acceptance of his tender by the Accepting Authority shall start the work at once and sign the agreement. Further, the successful tenderer will submit the e-stamp of Rs. 100/- under Delhi Jurisdiction for executing the formal agreement.
19. The time allowed for supply of material in schedule is 15 days from the date of award of work or handing over the site, whichever is later. The successful bidder shall bind to submit the information in writing for commencement of work at site. The successful bidder is bind to supply the material at relocated site of Nursery.
20. The site for the work is available. The Nursery is to be relocated at another place to be provided by DDA and agency is bound to supply the material in schedule at relocated site.
21. Compensation for late work beyond stipulated period will be charge @ 1% per day. In case delay continues beyond one-week period of stipulated time of completion, the contract can be rescinded and balance work shall be got done through another agency at the risk and cost of the defaulter.
22. The Agency shall be responsible under the obligation to adhere all statutory requirements of Labour Laws including weekly off, provident fund, Service Tax and other relevant Laws applicable from time to time, in NCT of Delhi.
23. The Agency/ Contractor should ensure the implementation of Delhi Cabinet Decision No. 2323 dated 11.03.2016 on payment to the contractual/ outsource workers. The minimum wages fixed by Labour Department, Govt. of NCT of Delhi should be credited in the Bank accounts of contractual employees up to 7th day of every month. The Agency should have to pay minimum wages and other statutory benefits to the contractual workers.
24. The rates will be firm during the contract period. No escalation whatsoever shall be paid.
25. The Department shall not be responsible for payment of any compensation on account of any loss caused to the tenderer, due to natural calamities or other supervening impossibilities.
26. Payment of bills shall be made after ascertaining quantity, quality, specification, and compliance of conditions as stipulated in the agreement.
27. The rates shall be inclusive of all applicable taxes, cartage, loading & unloading at site and nothing will be paid extra in this regard..
28. The work shall be awarded to the tenderer who emerges L-1 on aggregate basis.
29. The bidder or their authorized representative, at the time, of opening the technical / financial bids, may remain present, if they so desire. The bidders representative who remain present, sign the attendance sheet in token of having attended the proceedings.



30. The rates quoted by the bidder shall remain valid for a period of one year from the date of award of work. This office shall not be held responsible for payment of any extra payment on account of escalation of costs/ increase in Minimum wages etc, during the period.
31. Appellate authority shall be Pr. Secretary (E & F), Legal dispute if any, will be subject to Delhi Jurisdiction.
32. The quantity in the schedule can be altered at any time, it can be reduced or increased by 50%, as per actual requirement and subject to availability of funds.
33. In no circumstances, the successful bidder would be allowed to sublet the work in part or whole of the contract assigned to them or as per direction of the CEO.
34. Any dispute or difference arising out of this contract will be resolved through joint discussion of the authorized representative of the concerned parties. However, if the disputes are not resolved by joint discussion, then the matter will be referred for adjudication to a sole Arbitrator appointed by the concerned HOD, Department of Environment, GNDDT.
35. The award of the sole Arbitrator shall be final and binding on all parties. The arbitration proceedings shall be governed by the Indian arbitration and Conciliation Act, 1996 as amended from time to time.
36. The cost of arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/ service to which dispute relates on account of the arbitration and payment to the contractor shall continue to be made in the terms of the contract. Arbitration proceedings will be held at Delhi/ New Delhi only.
37. The procurement of items in the schedule is subject to availability of funds to be provided by Finance Department, Govt. of NCT of Delhi.
38. This notice inviting tender form a part of the contract document. The successful tenderer on acceptance of his tender by the Accepting Authority shall within 03 days from the stipulated date of start of the work, sign the agreement. The successful bidder will submit the e-stamp of Rs. 100/- for executing the agreement.
39. The tender can be withdrawn at any time without assigning any reason. The L-1 agency is bound to supply the material strictly follow the specifications in the schedule of quantity.


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Annexure-A

| Sl. No. | Online documents Required/Uploaded |
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| 1. | Scanned copy of execution of similar nature of works, Issued by the officer not below the rank of Class-II gazette in Government Departments. condition No. 7(i) |
| 2. | Scanned copy of PAN card . condition No.7(ii) |
| 3. | Scanned copy of GST No with up to date filed return. condition No.7 (iii) |
| 4. | Scanned copy of ITR filed of last three years. condition No. 7 (iv) |
| 5. | Scanned copy of valid enlistment order condition No. 7(v) |
| 6. | Scanned copy of non-execution of work through another contractor on "back to back basis". Condition No. 7(vi) |
| 7. | Scanned copy of instrument of EMD. Condition No. 7(vii) |


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Schedule of quantity (NIT-12).

| S.No | Description of items/materials | Unit | Quantity | Rate in Rs. | Amount in Rs. |
|------|--|--------|---|-------------|---------------|
| 1. | Supply and stacking of good earth at site of work i.e. royalty and carriage up to site of work including all lead and lifts. (good measured in stacks will be reduced by 20% for payment.(lead taken up 20 kms.@ Rs.8.91 per km../ cum.) (Item No. 2.2 of DSR 2018) | Cum. | 8000 sqms. X 0.45 mtr. = 3600 cums. | | |
| 2. | Supplying and stacking well decayed cattle manure at site including royalty and carriage up to 20 kms. Lead complete (cattle manure measured in stacks will reduced by 8% for payment) (lead up to 20 kms..) (Item No. 2.25 of DSR-2018) | Cum. | 8000 x 0.15 = 1200 cums. | | |
| 3. | Hiring of JCB for levelling for removal of pakka structures and play ground of land at new allotted land near Millennium Park. | P/ day | 05 | | |
| 4. | Supply of Desi phawara with handle, complete in all respect (As per sample) | Nos | 10 | | |
| 5. | Supply of Desi Khurpi with handle, complete in all respect (As per sample) | Nos | 20 | | |
| 6. | Supply of panji with handle, complete in all respect (As per sample) | Nos | 10 | | |
| 7. | Supply of Grass cutting Talwar (Sword) with handle, complete in all respect (As per sample) | Nos | 10 | | |
| 8. | Supply of Hedge cutter with handle, | Nos | 05 | | |

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| | complete in all respect (As per sample) | | | | |
| 9. | Supply of Secateurs, passi brand or equivalent, complete in all respect (As per sample) | Nos | 10 | | |
| 10. | Supply of loading rickshaw. complete in all respect (As per sample) | Nos | 02 | | |
| | Total:- | | | | |


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