

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(12)/DPGS/Med. Plants/2022-23/ 368 .

Dated: 09/05/2023

NOTICE INVITING TENDER

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

S.No.	NIT No.	Name of work	Estimated cost (inRs.)	EMD amount(inRs.)	Duration
1.	07/ D PGS / e-tender / .2022-23	Supply of medicinal plants at DPGS Nursery.	47,40,000/-	95,000/-	15 Days

1. Last date & time of submission of tenders : 22.05.2023 (12.30 PM)
2. Date & Time of opening of Technical bids. : 22.05.2023 (02.00 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 22.05.2023 upto 12.00 Noon.

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 invites on two bids system from approved and eligible contractors/firms registered with CPWD, PWD, MES, Railways, state Govt., Autonomous Bodies 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. 47,40,000/- (Rupees Forty seven lakhs forty 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 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. 19 Lakhs** or two similar completed works each of value not less than **Rs. 29 lakhs** or one similar completed work of value not less than **Rs. 38 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).

Similar works mean supply of plants and other Horticulture Nursery inputs only.

3. 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.
4. EMD (Earnest Money Deposit) of **Rs. 95,000/- (Rupees Ninety five 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 22.05.2023 up to 12.00 Noon.
5. No interest is payable on this Bid Security.
6. The following documents should to be uploaded by the tenderer:-
 - i. Scanned copy of execution of similar nature of works.
 - 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 work through another contractor on "back to back basis".
 - vii. Scanned copy of instrument of EMD.

7. 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 Security in accordance with terms and conditions of the e-tender.
8. *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.*
9. The technical bids will be opened through online, first on 22.05.2023 at 02:00 PM by the purchase committee/Tender Evaluation 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 holiday is declared by the Govt. on the day of opening of the tender, the tender will be opened on the next working day. The financial bids will be opened after finalization of technical bids.
10. 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 is payable on the performance security.
11. Intending tenderers are advised to inspect and examine the sites and its surroundings and satisfy themselves before submitting their tenders as to the nature of ground and subsoil the form and nature of the site, the means of access to site.
12. The competent authority does not bind itself to accept the lowest or any other tender and reserve to itself the authority to reject any or all the tenders received without assigning any reason.
13. All tenders in which any of the prescribed condition is not fulfilled or any conditions including that of conditional rebate is put forth by the bidders, shall be summarily rejected.
14. Canvassing whether directly or indirectly in connection with tenders is strictly prohibited and the tenders submitted by the contractor who resort to canvassing will be liable to rejection.
15. The competent authority reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
16. The tender 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.
17. The time allowed for supply of items in schedule is 15 days from the date of award of work or handing over the site, whichever is later. The successful bidder bind to submit the information in writing for commencement of work at site.
18. The site for the work is available.



19. 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 will be got done through another agency at the risk and cost of the defaulter.
20. The Agency will 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.
21. The Agency/ Contractor should ensure the implementation of Cabinet Decision No. 2323 dated 11.03.2016 on payment to the contractual/ outsourced 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.
22. The rates will be firm during the contract period. No escalation whatsoever shall be paid.
23. 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.
24. Payment of bills shall be made after ascertaining quantity, quality, specification, and compliance of conditions as stipulated in the agreement.
25. The rates shall be inclusive of all applicable taxes, cartage, loading & unloading at site and nothing will be paid extra in this regard..
26. The work shall be awarded to the tenderer who emerges L-1 on aggregate basis.
27. 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.
28. Appellate authority shall be Pr. Secretary (E & F), Legal dispute if any, will be subject to Delhi Jurisdiction.
29. The materials/ inputs in the schedule will have to be supplied within 30 days from the date of award of work at DPGS Nursery. In case shifting of Nursery anywhere in NCT of Delhi, the material will have to be supplied at relocated Nursery on same rates, terms and conditions and nothing will be paid extra in this regard.
30. The quantity in the schedule can be altered at any time it can be reduced or increased by 50% as per actual requirement. The rates shall be valid for one year from the date of award of work.
31. 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.
32. In no circumstances, the successful bidder would be allowed to sublet the work in part or whole of the contract assigned to them.
33. 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.
34. 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.
35. 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.

36. The tender can be withdrawn at any time without assigning any reason.
37. 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.
38. The procurement of items in the schedule is subject to availability of funds to be provided by Govt. of NCT of Delhi.



(Chief Executive Officer)
Delhi Parks and Gardens Society

Schedule of quantity:-

S.No.	Description of plants	Unit	Quantity	Approx rate in Rs.Per unit with all taxes	Amount in Rs. with all taxes
1.	Supply of plants of Amla (grafted), 1.5 to 2 feet height in 8 inch x 8 inch bags.	Each	5000		
2.	Supply of plants of Kadipatta (Meetha Neem), healthy, free from disease of 01 feet and above height in 6 inch x 6 inch size bags.	Each	10000		
3.	Supply of plants of Shyama Tulsi of height 01 feet and above in 6 inch x 6 inch bags.	Each	10000		
4.	Supply of plants of Rama Tulsi of height 01 feet and above in 6 inch x 6 inch bags.	Each	10000		
5.	Supply of plants of Sadabahar of height 01 feet and above, healthy, free from disease in 6 inch x 6 inch bags.	Each	10000		
6.	Supply of plants of Brahmi, well developed, bushy, healthy, free from disease in 6 inch x 6 inch bags.	Each	10000		
7.	Supply of plants of Kalmegh of height 01 feet and above, healthy, free from disease in 6 inch x 6 inch bags.	Each	5000		
8.	Supply of plants of Gurmar, 1 feet to 1.5 feet height, healthy, free from disease in 6 inch x 6 inch bags.	Each	5000		
9.	Supply of plants of Citrus (Nimbu) variety sadabahar of height 02 feet and above, healthy, free from disease in 8 inch x 8 inch bags.	Each	5000		
10.	Supply of plants of Cinnamon (Dalchini) of 01 feet to 1.5 feet height, healthy, free from disease in 6 inch x 6 inch bags	Each	5000		
11.	Supply of plants of Hatjor of 1.5 feet to 02 feet height, healthy, free from disease in 8 inch x 8 inch bags.	Each	5000		
12.	Supply of plants of Punarnava of 01 feet and above height, healthy, free from disease in 6 inch x 6 inch bags.	Each	5000		
13.	Supply of plants of stivia of 6 inch and above height, healthy free from disease in 6 inch x 6 inch bags.	Each	5000		
14.	Supply of plants of Lavender of 01 feet height, healthy free from disease in 6 inch x 6 inch bags.	Each	5000		
15.	Supply of plants of Sankhapushpi of 01 feet and above height healthy free from disease in 6 inch x 6 inch bags.	Each	5000		
16.	Supply of ceramic pots of 6 inch size (as per sample)	Each	5000		
	Total:-				


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Annexure-A

Sl.No.	Online documents Required/Uploaded
1.	Scanned copy of execution of similar nature of works. condition No. 6(i)
2.	Scanned copy of PAN card . condition No. 6(ii)
3.	Scanned copy of GST No with up to date filed return. condition No. 6 (iii)
4.	Scanned copy of ITR filed of last three years . condition No. 6 (iv)
5.	Scanned copy of valid enlistment order condition No. 6 (v)
6.	Scanned copy of non-execution of work through another contractor on "back to back basis". Condition No. 6(vi)
7.	Scanned copy of instrument of EMD. Condition No. 6(viii)


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