

DELHI PARKS AND GARDENS SOCIETY

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 Rates e-tenders are invited from approved and eligible contractors/firms of appropriate category registered CPWD, PWD, MES, Railways and autonomous bodies of Delhi only dealing with Horticulture Works having experience in execution of similar nature of works to the extent specified in Para No. 2 below.
The enlistment of the contractor should be valid on the date of submission of tender (certificate thereof be uploaded).
The work is estimated to Rs. 19,71,660/- (Rupees Nineteen Lakhs seventy one thousand six hundred sixty) only) for the maintenance of DPGS Nursery up to one year.
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. 8 Lakhs** or two similar completed works each of value not less than **Rs. 12 Lakhs** or one similar completed work of value not less than **Rs. 16 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 maintenance of nursery/ tree plants at site.
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 40,000/- (Rupees Forty 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 & 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 **12.12.2019 up to 10.30AM.**
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
 - ii. false.

- iii. In case of any laps / default in honoring the terms and conditions at any stage
- iv. after submitting the e-tender.
- v. If a bidder withdraws his bid during the period of bid validity specified in the
- vi. tender's terms and conditions.
- vii. 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 the same day i.e. **12.12.2019 at 03:30 PM** by the 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 tender, the tender will be opened on the next working day.
10. The contractor whose tender is accepted will be required to furnish performance guarantee of 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 **0.1%** 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. 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 within 10 days from the stipulated date of start of the work, sign the agreement. Further, the successful tenderer will submit the e-stamp of Rs. 100/- for executing the agreement.
18. The time allowed is **365 Days** from the date of award of work or handing over the site, whichever is later..
19. The site for the work is available.
20. Compensation for late work beyond stipulated period will be charge @ 1% per week of the tendered cost subject to maximum of 5%. In case delay continues beyond one month 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.
21. 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.




22. The tenderer shall abide by the provisions made in the labour laws and other statutes as applicable in execution of work in NCT of Delhi and shall be responsible for making good payment of compensation, if any, to workman or material during execution of the contract.
23. 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. A certificate in this regard should have to submit, in the office up to 15th Day of every month.
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 on monthly basis for the work executed during the month after ascertaining quality, specification, and compliance of condition as stipulated in the agreement.
27. The JCB will be used as and when required or as per written direction by the In-charge of Nursery.
28. The rates shall be inclusive of all applicable taxes, cartage, loading & unloading at site and nothing will be paid extra in this regard.
29. All the non-consumable items will be handed over to the Nursery In-charge after completed/termination tendered period.
30. **The work shall be awarded to the tenderer who emerges L1 on aggregate basis.**
31. 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.
32. All disputes shall be object to Delhi Jurisdiction only and binding to all.
33. At least a team of a minimum of 08 Gardeners with 01 Supervisor should be deployed in the nursery for proper plant development, maintenance and protection work for entire period of 12 months of all items of this tender.
34. Contractor should maintain a register of daily activities and manpower deployed which will be inspected and verified by DPGS officials / designated officer from time to time. It will be submitted to DPGS monthly.
35. Contractor shall have to maintain available water resources existing in the Nursery/site, as per conditions of agreement for regular watering to the plants.
36. The contractors shall be responsible to do the Horticulture works on all days including Sundays and other holidays, if required.
37. In case of mortality of plants in the nursery, the planting of the suitable species shall be replaced by the contractor at his own risk and cost, except damage caused due to natural causes. In case, the contractor fails to do so, the Deptt. shall get the replacement of dead plants done at the cost and risk of contractor.
38. Damage as assessed by In-charge of Nursery of any material/property in the Nursery including plants and pots will be compatible by defaulter (except in case of natural calamities beyond the control of contractor).
39. Appellate authority will be Secretary (E & F), Legal dispute if any, will be subject to Delhi Jurisdiction.
40. Tools implements etc. required for various nursery works to be arranged by the firm on his own cost.
41. The contractor shall submit evidence of disbursal of wages to the Labours.
42. The tenure of contract can be extended on the same rates and same terms & conditions up to three months, if required in the public interest.
43. **M/S Shyam Lal, M/S Virender Singh and M/S Dev Horticulture shall not be eligible for participate in the tender process, on account of being defaulter in the past.**


(Chief Executive Officer)
Delhi Parks and Gardens Society

Annexure-A

Sl. No.	Online documents Required/Uploaded
1.	Scanned copy of certificate of execution of similar nature of work condition No. 6(i)
2.	Scanned copy of certificate of non-execution of work on back to back to back basis condition No. 6(vi)
3.	Scanned copy of EMD condition No. 6 (vii)
4.	Scanned copy of PAN condition No. 6 (ii)
5.	Scanned copy of GST No and up to date Filed Return condition No. 6 (iii)
6.	Scanned copy of ITR filed of last three years, condition No.6 (iv)
7.	Scanned copy of valid enlistment order condition No. 6 (v)


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ANNEXURE-B

Schedule of Quantity of maintenance of DPGS Nursery (main) for period of 01 year:-

S. No	Description of items	Unit	Quantity	Rate in Rs. Per unit	Amount in Rs.
1.	Watering the plants through nursery water source (on minimum wages rate)	Month	12		
2.	Weeding and hoeing of 3 lakhs plants in polythen bags, 4 times in a year remained in the Nursery, throughout the year.	Nos.	1200000		
3.	Grading shifting including roots cutting 3 times in year for 03 lakhs plants	Nos.	900000		
4	Cultural operation such as shaping, pruning, Trimming, spreading etc. 2 times in a year for 03 Lakhs plants.	Nos.	600000		
5	Shifting of plants from one pot or poly bags to another pot/ or poly bag. 2 times in a year for 100000 plants to be maintained.	Nos.	200000		
7	Maintenance of 06 Hydrants.	Nos.	6		
8	Requirement of One (01) Supervisor (Minimum wages) rates.	P/ Month	12		
9	Requirement of JCB for leveling of undulated area of Nursery and for preparation of Nursery for 8 Hrs. working/Day, as & when required or as per directions of Officer/Incharge of the Nursery.	Nos.	05		
10	Preparation of Nursery bed (Removal of Malba, Digging, Mounting, Cutting of earth etc.) size in mtr. (10 x 1 mtr.) approx. 1000 beds.	Nos.	250		
11	Maintenance of bunds / inspection path 15 % of total area	Sq. mtr.	3000		
12	Complete maintenance of the entire garden features having as per yard stick in the garden area i.e. lawn trees, shrubs, edge, flower beds, foliage , creepers etc. including hoeing, weeding pruning replacement of plants, gap filling, watering, moving of lawn, grass cutting by lawn mover and brush cutter, removal of garden waste, applying insecticide, pesticide and fertilizer (whenever required) top dressing of lawn with good earth and	Per sqm/ per month	1200		

	manure and maintenance of other garden related works as directed by officer-in-charge (cost of good earth, manure, fertilizer, insecticide, pesticide, lawn mover and brush cutter with fuel and other T&P material / articles shall be provided by the Department) Open space (01 Mali for 03 acres) (i.) 30m x 20m = 600 sqms. (ii.) 30m x 20m = 600 sqms = Total - 1200 Sqms. (Item No. 2.39.6 of DSR -2018)				

