


NOTICE INVITING TENDER (3)
General Terms & Conditions

1. The Item Rate e-tenders are invited from the approved and eligible contractors/firms of appropriate category registered with CPWD, PWD, MES, Railways dealing with Horticulture works having experience in execution of similar nature of works in the field of Horticulture, to the extent specified in Para No. 3 below.
 - (i). The enlistment of the contractor should be valid on the date of submission of tender (certificate thereof be uploaded).
 - (ii). The work is estimated cost to Rs. 9,40,101/- (Rs. Nine lakhs forty thousand one hundred one only).
 - (iii). 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 3.70 Lakhs or two similar completed works each of value not less than 5.60 Lakhs or one similar completed work of value not less than 7.50 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 works means maintenance of parks / Horticulture Nurseries etc.
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 forever also, if such violation comes to the notice of the Department before start of work, Director (Horticulture) shall be free to forfeit the entire amount of Earnest Money Deposit / Performance guarantee.
5. **Earnest Money of Rs. 18,800/-** (Rs. Eighteen thousand only) as EMD in the form of Demand Draft or Pay Order or Banker's Cheque or Deposit at Call Receipt drawn in favour of **"Director (Horticulture), Govt. of NCT of 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 Director (Horticulture), Environment Department, Govt. of NCT of Delhi, 11th Floor, MSO Building, IP Estate, New Delhi 110002, latest **by 18.01.2016**. No interest is payable on this Bid Security. The Bid Security of the unsuccessful bidders will be returned with in 30 days of award of works.
6. Scanned copy of PAN card.
7. Scanned copy of TIN No.
8. Scanned copy of ITR filed of last three years . .
9. Scanned copy of valid enlistment order.
10. The earnest money will be forfeited in following conditions:-
 - 10.1 if any stage any of the information / declaration given by the bidder is found false.
 - 10.2 In case of any laps / default in honoring the terms and conditions at any stage after submitting the e-tender.




- 10.3 If a bidder withdraws his bid during the period of bid validity specified in the tender's terms and conditions.
- 10.4 In case of final selection of bidder, if he fails to furnish contract performance security in accordance with terms and conditions with terms and conditions of the e-tender.
11. No advance payment will be made.
12. The payment of bills will be made after supply of inputs in full as per specification, in case of supply and in case of maintenance, the payment of bills will be made quarterly basis, after specifying the quality of work.
13. Online tender documents submitted by intending bidders shall be opened only of those bidders whose Earnest Money Deposit physically and other documents are found in order.
14. The contractor whose tender is accepted will be required to furnish performance guarantee of 5% of the tendered amount within the period to be notified. This guarantee shall be in the form:- (i) Cash (In case guarantee amount is less than Rs. 10,000/-), (ii) Deposit at Call Receipt/Banker's Cheque/Demand Draft/Pay Order of a Scheduled Bank. (In case guarantee amount is less than Rs. 1,00,000/-), (iii) Government securities, (iv) Fixed Deposit Receipt (FDR) of a Schedule Bank, (v) An irrevocable Bank Guarantee bond of any scheduled bank or the State Bank of India. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. The tender for the work shall remain open for acceptance for a period of 90 days from the date of opening of financial bids in case tenders are invited on 2/3 bids system. 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 50% of the earnest money. Further, the tenderer shall not be allowed to participate in the re-tendering process of the work.
20. 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 05 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.
21. The time allowed is 12 months from the date of start of work from the 1st date of handing over the site, whichever is later. The contract can be extended for another further two years after mutual consent of the contractor and Horticulture Department, on year to year basis.
22. The site for the work is available.
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23. Compensation for late work 1% of the tendered cost subject to maximum of 5%. In case delay continues beyond this period, the contract can be rescinded and balance work will be got done through another agency at the risk and cost of the defaulter.
24. The rates will be firm during the contract period. No escalation whatsoever shall be paid. The lowest rates shall be assessed item wise or as a whole which will be decided by the tender evaluation Committee, at the time of opening the financial bids.
25. The quantity of inputs etc. can be altered at any time of placing the supply / work order or as per actual requirement and availability of funds etc. or any unavoidable circumstances. It can be reduced or increased.
26. In case if any dispute, the decision of Director (Horticulture), Environment Department, Govt. of Delhi shall be final and binding to all.
27. The Director(Horticulture) reserves the right to dispense with the purchase or any or more of the items in the schedule in full or in part in the public interest, if necessary.
28. 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.
29. Payment of bills shall be made after completion of supply in full and ascertaining quality and specification of the items supplied.
30. The Agency will be responsible under the obligation to adhere all statutory requirements of Labour Laws including weekly off, Service Tax and other relevant Laws applicable from time to time.
31. The rates shall be inclusive of taxes, cartage, loading & unloading at site and nothing will be paid in this regard.
32. All the disputes shall be subject to Delhi Jurisdiction and decision of the Secretary (Environment / Horticulture), Govt. of N.C.T. of Delhi shall be final and binding to all.
33. The bidder shall abide by the provisions made in the labour laws and other statutes as applicable in execution of work and shall be responsible for making good payment of compensation, if any workman or material during execution of the contract.
34. The bidder shall arrange all materials, tools, implements, machines, equipments, stores, electricity, diesel or petrol to run the bore wells, PVC pipe, Hessian cloth, can basket, broom phool, T&P, lawn mover, lubricants, sundries for maintenance of lawn etc. required for successful completion of the work at his/ her cost.
35. 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, presents sign the attendance sheet in token of having attended the proceedings.
36. The L-1 rates will be assessed on grand total of all items.



Annexure-A

S.No.	Online Documents required.
1.	Scanned copy of certificate of execution of similar nature of work as stipulated in (condition No. 3)
2.	Scanned copy of certificate of non execution of work on back to back to back basis (condition No. 4)
3.	Scanned copy of EMD (condition No. 5).
4.	Scanned copy of PAN Card(condition No. 6),
5.	Scanned copy of TIN No. (condition No.7).
6.	Scanned copy of ITR filed of last three years (condition No.8).
7.	Scanned copy of valid enlistment order (condition No.9).


(Dr. S.D.Singh)
Director (Horticulture)

Schedule of quantity:-

S.No.	Description of work	Unit	Quantity	Rates quoted in Rs. Per month	Amount in Rs.
1.	Complete maintenance of two parks one on right bank of Najafgarh Drain between RD 30450m to 31970m and another downstream of Kakraula regulator opp. Vipin Garden for 12 months (on an total area of 28,695 sqms) with entire garden features in the garden area i.e. trees shrub, shedge etc. and removal of all weeds, watering, mowing of law, pruning of trees/ shrubs, clipping of hedge, top dressing of garden area with good earth and manure once / twice a year as per requirement or as per direction of Officer Incharge, and removal of garden rubbish from the premises, including application of fertilizers and pesticides / insecticides/ fungicides according to the requirement (excluding the cost of material which shall be supplied by the Department separately). All accessories like PVC pipe, Hessian cloth, can basket, broom phool, T&P, lawn mover, lubricants, sundries for maintenance of lawn will be of contractor / agency and arrangements of water for irrigation of park will be made by the contractor (only borings are available at site, however, the arrangements of electricity, diesel engine, diesel or petrol and repair of borings etc. will be made by the contractor. (The rates should be quoted per month for entire park area of 28,695 sqms.)	01 unit	12		
2.	Supply of fertilizer (Urea 46%N) in 50 Kg. bags.	Per bag	23		
3.	Supply of organic manure (Neem Oil Cake) in 40 Kg. packing	Per Kg.	3544		
4.	Supplying and stacking of cow dung manure at site of work including loading and un-loading with all lead and lifts and cow dung manure measured in stacks will be reduced by 8% for payment.	Per Cum.	86		
5.	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 earth measured in stacks will be reduced by 20% for payment.	Per Cum.	86		
	Total:-				

