

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 tenders are invited from approved and eligible contractors/firms of appropriate category registered as **Class-II** with Govt. agencies/autonomous bodies dealing with Horticulture Works and/or firms 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. 19,95,143/- (Rupees Nineteen Lakhs Ninety Five Thousand and One Hundred Forty Three Only) for development and maintenance of DPGS Nursery for the year 2018-19 .

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

Criteria of eligibility for submission of tender documents both for registered and for firms having experience in the field.

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/plantation or planting of trees/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 EMD in the form of Demand Draft **(DD)** or Pay Order **(PO)** or Banker's Cheque **(BC)** or Deposit at Call Receipt **(DCR)**, Fixed Deposit Receipt **(FDR)** of a scheduled Bank, pledged in favour of the tender inviting authority {in favor 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 25-07-2018**. No interest is payable on this Bid Security.
5. *Scanned copy of PAN.*
6. *Scanned copy of GST No, Service Tax and acknowledgement of up to date Filed Return.*
7. *Scanned copy of ITR filed of last three years and Balance Sheet including Profit & Loss of last three years.*
8. *Scanned copy of valid enlistment order, where applicable.*
9. *Scanned copy of Experience Certificate for execution of similar nature of work as per Condition No. 2 above, issued by an Officer not below the rank of Executive Engineer.*
10. *Online tender documents submitted by intending bidders shall be opened only of those bidders whose Earnest Money Deposit and other documents are found in order.*
11. The technical bids will be opened through online, first on the same day i.e. **25-07-2018 up to 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.
12. 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)** 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/-), **(ii)** Government securities, **(iii)** Fixed Deposit Receipt (FDR) of a Schedule Bank, **(iv)** An irrevocable Bank Guarantee bond of any scheduled bank or the State Bank of India. 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.

13. In addition to the performance guarantee, the contractor is required to deposit of Security Deposit as per condition no. 13 above, a sum @2.5% of the gross amount of the bill shall be deducted from each running bill as well as final bill of the contractor till the sum along with the sum already deposited as earnest money amounts to security deposit @ 5% of the tendered amount of the work. **The said security deposit shall be refunded after defect liability period of six months is over.**
14. 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.
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 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 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 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*.
21. The time allowed is **365 Days** from the date of award of work or handing over the site, whichever is later.
22. The site for the work is available.
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.

25. 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 compensation, if any, to workman or material during execution of the contract.
26. 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.
27. Payment of bill 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.
28. The JCB will be used as and when required or as per written direction by the In-charge of Nursery.
29. The rates shall be inclusive of all applicable taxes, cartage, loading & unloading at site and nothing will be paid extra in this regard.
30. All the non-consumable items will be handed over to the Nursery In-charge after completed/termination tendered period.
31. **The work shall be awarded to the tenderer who emerges L1 on aggregate basis.**
32. All disputes shall be object to Delhi Jurisdiction only and binding to all.



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Additional Terms & Conditions

1. A team of minimum of 08 Gardeners with 01 Supervisor should be employed in the nursery for proper plant development; maintenance and protection work for entire period of 12 months.
2. Contractor should maintain a register of daily activities & manpower employed which will be inspected and verified by DPGS officials / designated officer from time to time. It will be submitted to DPGS monthly.
3. Mixture of Good earth, manure, and sand to be made ready by the schedule be given later with treatment and weathering, filling of pots, planting in filled pots and maintenance including shaping of plants through trimming, pruning etc. of potted plants. Shifting of plants from one pot or bag to other as & when desired.
4. Contractor shall have to maintain available water resources i.e. bore well, Hydrants existing in the Nursery/site, as per conditions of agreement for regular watering to the plants through sprinkler system.
5. The contractors shall be responsible to do the Horticulture work on all days including Sundays and other holidays, if required.
6. In case of mortality of plant 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 his risk and cost.
7. Damage as assessed by In-charge of Nursery of any material/property in the Nursery including plants and pots will be compensated by defaulter (except in case of natural calamities beyond the control of contractor).
8. Appellate authority will be Secretary (E & F), Legal dispute if any, will be subject to Delhi Jurisdiction.
9. There will be 30% deviation clause in the agreement. Up to **30% deviation (+) (-)**, the contractor shall execute the work at agreement rates.
10. The tenure of contract can be extended on the same terms & condition up to three months if required.
11. Provisions of Minimum Wages Act enforced in NCT of Delhi shall be followed by the Contractor.
12. Quantity of Good Earth and Cow Dung manure will be measured after deducting 20% and 8% void respectively.
13. Tools implements etc. required for various nursery works to be arranged by the firm on his own cost.
14. The contractor shall submit evidence of disbursement of wages to the Labours in the form of photocopy of Cheques/RTGS UTR No. etc..


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Annexure-A

Sl. No.	Online documents Required/Uploaded
1.	Scanned copy of certificate of execution of similar nature of work as stipulated in (condition No. 2)
2.	Scanned copy of certificate of non execution of work on back to back to back basis (condition No. 3)
3.	Scanned copy of EMD (condition No. 4).
4.	Scanned copy of PAN (condition No. 5),
5.	Scanned copy of GST No, Service Tax and Ack of up to date Filed Return cond No.6
6.	Scanned copy of ITR filed of last three years, condition No.7 and <i>Balance Sheet including Profit & Loss of last three years</i>
7.	Scanned copy of balance sheet including profit and loss account of last three years conditions No.8
8.	Scanned copy of valid enlistment order wherever applicable condition No.9


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SCHEDULE OF QUANTITY/FINANCIAL BID

Sl. No.	Items	Unit	Quantity	Rate (in Rs./Paisa)	Amount (Rs.)	REMARKS
Part-I For new plants to be raised						
1.	Supply of Poly Bags, made up of polythene Size-11 inch x 7 inch	Kg	250			
2.	Supply of Poly bags, made up of polythen Size -7 inch x 5 inch	Kg	375			
3.	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)	Cum.	115			
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.	Cum.	58			
5.	Supply and stacking of Yamuna sand at site of work including all lead and lifts, free from foreign material etc.	Cum.	58			
6.	Filling of potting materials in poly bags and placing them at proper place. Preparation of mixture with cow dung manure, good earth and sand of ratio (2:1:1) including fumigation etc. or as per direction of officer site Incharge and filling of Polythen bags of Size - 11 inch x 7 inch	Nos	50000			
7.	Filling of potting materials in poly bags and placing them at proper place. Preparation of mixture with cow dung manure, good earth and sand of ratio (2:1:1) including fumigation etc. or as per direction o Size -7 inch x 5 inch	Nos	50000			
	Total					
Part - II Maintenance for 1.5 Lakhs existing plants in the DPGS Nursery (Qty. may changed up to any extend)						
S. No	Items	Unit	Quantity	Rate (In Rs./Paisa)	Amount (Rs.)	
8.	Procurement of Good Earth, Cow Dung Manure in the ratio of 2 : 1, average 10% volume of each pot applied in two times in a year. Size of poly bags 11" x 7", 7" x 5", 8" x 4" and 8" x 6". (25% each approximate) for 2.0 Lakh plants)					
a.	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).	Cum.	100			
b.	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.	Cum.	50			
9.	Supply of Neem Cake (organic manure), 50 gms. each plant for 1 Lakh plants	Kg.	5000			

10.	Watering					
	a. Supply of PVC Pipe, 1 inch Dia, made up of 1 st grade PVC.	Mtr.	800			
	b. Watering in the plants through 1 bore well with Hydrant (on minimum wages rate)	Month	12			
11.	Weeding and hoeing of 1.5 lakhs plants in polythen bags, 6 times in a year remained in the Nursery, throughout the year.	Nos.	900000			
12.	Grading shifting including roots cutting 4 times in year for 1.5 lakhs plants	Nos.	600000			
13.	Cultural operation such as shaping, pruning, Trimming, spreading etc. 2 times in a year for 1.5 Lakhs plants.	Nos.	300000			
14.	Shifting of plants from one pot or poly bags to another pot/ or poly bag. 2 times in a year for 50000 plants to be maintained.	Nos.	100000			
	Total					
Part - III: Other Additional Work						
15.	Annual AMC of one 01 bore well.	Nos.	1			
16.	Maintenance of 06 Hydrants.	Nos.	6			
17.	Requirement of One (01) Supervisor (Minimum wages)	Month	12			
18.	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.	2			
19.	Preparation of Nursery bed (Removal of Malba, Digging, Mounting, Cutting of earth etc.) size in mtr. (10 x 1 mtr.) approx. 100 beds.	Nos.	100			
20.	Maintenance of bunds/inspection path 15 % of total area	Sq. mtr.	3000			
21.	Maintenance of plantation parks, lawn hedges etc. for 12 months.	Month	12			
	Total					


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