

Delhi Parks and Gardens Society
DEPARTMENT OF ENVIRONMENT, GOVT. OF NCT OF DELHI
6th Level, C-Wing, Delhi Secretariat, IP Estate, New Delhi-110002, 011-23392736

GENERAL TERMS & CONDITIONS

1. Item Rate e-tenders are invited from approved and eligible contractors/firms registered of appropriate class registered with Govt. agencies/autonomous bodies for Horticulture Works.
2. The enlistment of the contractor should be valid on the last date of submission of tender (certificate thereof be uploaded).
3. The work is **estimated to the cost of Rs. 12,51,820/- (Rupees Twelve Lakhs Fifty One Thousand Eight Hundred and Twenty Only)** for procurement of 50000 Plants at DPGS Nursery, adjacent to DTC Bus Depot, Ring Road, Delhi. This estimate, however, is given merely as guidelines.
4. **Criteria of eligibility for submission of tender documents.**

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 specified below:-

- 4.1 Three similar completed works each of value not less than Rs. 5.00 Lakh or two completed similar works each of value not less than Rs. 7.50 Lakh or one completed similar work of value not less than Rs. 10.00 Lakh in last 7 years ending last day of the month previous to the one in which the tenders are invited (certificate thereof be uploaded).
- 4.2 ***Similar nature of works shall mean Supply of Plants etc..***
- 4.3 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 forever 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.
- 4.4 Earnest Money amounting of **Rs. 25,036/- (EMD)** in the form of Demand Draft or Pay Order or Banker's Cheque or Deposit at Call Receipt drawn 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 shall be deposited in the office C.E.O, DPGS latest **by 25-07-2018 up to 02:30 PM**. No interest is payable on this Bid Security. The

Bid Security given by the tenderer except the lowest tenderer will be refunded within a week from the last date of receipt of tender.

The following documents should be uploaded by the Tenderer:-

- 4.5 Scanned copy of PAN.
- 4.6 Scanned copy of ITR filed of last three years.
- 4.7 Scanned copy of Balance Sheet including Profit and Loss Account of the last three years (up to 2017-18).
- 4.8 Scanned copy of valid enlistment order, where applicable.
- 4.9 Scanned copy of Experience Certificate for execution of similar nature of work as per Condition No. 4.1 above, issued by an Officer not below the rank of Executive Engineer.
- 4.10 Scanned copy of Certificate that eligible similar nature of work has/have not bought executed through another contractor on back to back basis.
5. 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.
6. The earnest money will be forfeited in the following conditions:-
 - 6.1 If at any stage any of the information/declaration given by the bidder is found false.
 - 6.2 If a bidder withdraws his bid during the period of bid validity specified in the tender's terms & conditions.
 - 6.3 In case of any lapse/default in honoring the terms & conditions at any stage after submitting the e-tender.
 - 6.4 In case of final selection of bidder, if he fails to furnish Contract Performance Security in accordance with terms & conditions of the e-tender.
7. 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.
8. The contractor whose tender is accepted will be required to furnish **performance guarantee of 5%** of the tendered amount within a period of 7 days. This guarantee shall be in the form of Deposit at Call Receipt of any Scheduled Bank/Bankers Cheque of any Scheduled Bank/Bankers Cheque/Demand Draft/Pay Order of any scheduled bank. **The 7 days period can be extended for another 7 days with late fee @ 0.1% per day of performance guarantee amount beyond the initial period of 7 days.** 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.
9. In addition to the performance guarantee the contractor is required to deposit as per condition no. 3 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.**
 10. 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 the assignment of any reason.
 11. 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.
 12. 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.
 13. 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.
 14. The tender for the work shall remain open for acceptance for a period of 90 days from the date of opening tenders/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.
 15. The time allowed is 30 days, for supply of items mentioned in Schedule of quantity from the 1st date of handing over the site, whichever is later.
 16. 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.
 17. 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.

18. In case if any dispute, the decision of CEC, DPGS, Govt. of Delhi shall be final and binding to all.
19. 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.
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 payment will be made after ensuring quantity and quality as per specification of the items and order.
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 rates shall be inclusive of taxes, cartage, loading & unloading at site and nothing will be paid in this regard.
24. All the disputes shall be subject to Delhi Jurisdiction and decision of the CEO, DPGS, Govt. of N.C.T. of Delhi shall be final and binding to all.
25. 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.
26. The bidder shall arrange all materials, tools, implements, machines, equipments, stores, electricity, diesel or petrol to run the bore wells, PVC pipe, Hessian cloth, cans basket, T&P, lawnmower, lubricants, sundries for maintenance of lawn etc. required for successful completion of the work at his/ her cost.
27. **The L-1 rates will be assessed on the basis of item wise rates.**


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Additional Terms & Conditions

1. 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.
2. Damage as assessed by In-charge of Nursery 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).
3. Appellate authority will be Secretary (E & F), Legal dispute if any will be settled by Court of Law in NCT of Delhi.
4. There will be 30% deviation clause in the agreement. Up to **30% deviation (+) (-)**, the contractor shall execute the work at agreement rates.
5. The tenure of contract can be extended on the same terms & condition up to three months if required in the public interest.
6. Supply of material & plants will be made in phases as per demand placed, however the same will be with the tender period i.e. One Year.


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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 (TC No. 4.1)
2.	Scanned copy of certificate of non execution of work on back to back to back basis (TC No. 4.3/4.10)
3.	Scanned copy of EMD (TC No. 4.4).
4.	Scanned copy of PAN (TC No. 4.5).
6.	Scanned copy of ITR filed of last three years, wherever applicable (TC No. 4.6).
7.	Scanned copy of balance sheet including profit and loss account of last three years (TC No. 4.7).
8.	Scanned copy of valid enlistment order wherever applicable (TC No. 4.8).


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ANNEXURE-B

SCHEDULE OF QUANTITY

Sr. No.	Name of Sapling	Height in (Feet.)	Poly Bag in Size (in In.)	Quantity (Nos.)	Total Amount (Rs.)
1	Hamelia	2.5' - 3'	7" - 11"	6000	
2	Chandini (Green)	2.5' - 3'	7" - 11"	4000	
3	Hibiscus	2.5' - 3'	7" - 11"	5000	
4	Tecoma Guri Chauri	2.5' - 3'	7" - 11"	6000	
5	Ficus Panda	2.5' - 3'	7" - 11"	7000	
6	Amaltas	2.5' - 3'	7" - 11"	4000	
7	Kachnar	2.5' - 3'	7" - 11"	3000	
8	Alstomia	2.5' - 3'	7" - 11"	3000	
9	Ashok Longifolia	2.5' - 3'	7" - 11"	4000	
10	Acassia Auriculifoms	2.5' - 3'	7" - 11"	2000	
11	Amla	2.5' - 3'	7" - 11"	2000	
12	Kalindara	2.5' - 3'	7" - 11"	4000	
TOTAL				50000	


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