

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 in category-II with Govt. agencies/autonomous bodies for Horticulture Works.

The enlistment of the contractor should be valid on the last date of submission of tender (certificate thereof be uploaded).

- 1.1** The work is **estimated to cost Rs. 16,00,000/- for procurement of Medicinal Herbal Plants**. This estimate, however, is given merely as rough guide.

Criteria of eligibility for submission of tender documents.

- 1.2** 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 specified below:-

- 1.2.1** Three similar works each of value not less than Rs. 6 Lakh or two similar works each of value not less than Rs. 9 Lakh or one similar work of value not less than Rs. 12 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).

Similar works shall mean supply of plants.

- 1.2.2** 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.

- 1.2.3** Earnest Money amounting of **Rs. 32,000/- (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 should be deposited in the office C.E.O, DPGS latest **by 29-04-2016 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 week from the date of receipt of tender.

1.2.4 Scanned copy of PAN and TIN and acknowledgement of latest copied of Filed Returns for three years.

1.2.5 Scanned copy of ITR filed of last three years.

1.2.6 Scanned copy of Balance Sheet including Profit and Loss Account of the last three years.

1.2.7 Scanned copy of valid enlistment order.

- 2.** The technical bids will be opened through online, first on the same day i.e. **29-04-2016 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.
- 3.** The earnest money will be forfeited in following conditions:-
 - 3.2** If at any stage any of the information/declaration given by the bidder is found false.
 - 3.3** If a bidder withdraws his bid during the period of bid validity specified in the tender's terms & conditions.
 - 3.4** In case of any lapse/default in honoring the terms & conditions at any stage after submitting the e-tender.
 - 3.5** In case of final selection of bidder, if he fails to furnish Contract Performance Security in accordance with terms & conditions of the e-tender.
- 4.** 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.
- 5.** 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/bankers cheque. **The 7 days period can be extended for another 7 days will 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.

6. In addition to the performance guarantee that 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.**
7. Intending tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders, the means of access to site.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.



- 13.** 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 15 days from the stipulated date of start of the work, sign the agreement.
- 14.** The time allowed for carrying out will be **30 days** from the date of start or from the 1st date of handing over the site, whichever is later.
- 15.** The site for the work is available.
- 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 rates will be firm during the contract period. No escalation whatsoever shall be paid.
- 18.** Payment of bills against the work shall be made after completion of supply ascertaining the quantity, quality and specifications as per agreement.
- 19.** The material shall be supplied at Departmental nursery located at Ring Road, between CISF Camp and CNG Pump on Ring Road near Millennium DTC Bus Depot, New Delhi 11002.
- 18.** The plants shall be received strictly as per specifications with healthy & good condition. The Plants not conforming to the specifications shall be rejected and the supplier shall replace the same at his cost.
- 19.** The plants shall be staked in the Nursery at the time of unloading as per directions of Nursery In charge.
- 20.** The rates shall be inclusive of taxes, cartage, loading & unloading at site.
- 21.** Damage of plants, if any during transit shall be at the cost of the supplier.
- 22.** Evaluation of offers shall be done item wise.
- 23.** Quantity may vary up to 25% Plus (+) / Minus (-).
- 24.** Provisions of Minimum Wages Act shall be followed by the Agency.
- 25.** Appellate authority will be Secretary (E & F), Legal dispute if any will be settled by Court of Law in NCT of Delhi.


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SCHEDULE OF QUANTITY

Sr. No.	Name of Saplings	Height in (Feet)	Poly Bag in Size (inch.)	Qty.	Rate (in Rs.)	Total Amount
1	Kadi Pattt	1.5-2	5 x 7	4000		
2	Tulsi	0.5-1	5 x 7	3000		
3	Amla	2.5-3	7 x 11	3000		
4	Harad	2.5-3	7 x 11	2000		
5	Bahera	2.5-3	7 x 11	2000		
6	Arjun	2.5-3	7 x 11	5000		
7	Amaltas	2.5-3	7 x 11	5000		
8	Gulmohar	2.5-3	7 x 11	3000		
9	Neem	2.5-3	7 x 11	5000		
10	Acalypha (Red)	1.5-2	5 x 7	2000		
11	Ticoma Gouri Chouri	1.5-2	5 x 7	5000		
12	Bel Patthar	1.5-2	5 x 7	2000		
13	Katchnar	1.5-2	5 x 7	2000		


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ANNEXURE-B

ONLINE REQUIRED SCANNED DOCUMENTS

Sr. No.	Documents
1	Scanned copy of Certificate of Reg Cat-II with Govt. Agencies or autonomous body for Hort. Work. as per TC 1
2	Scanned copy of Certificate of completion of similar nature of wok as per TC . 1.2.1
3	Scanned copy of proof of not executing similar work through another contractor as per TC . 1.2.2
4	Scanned copy of EMD (as per TC . 1.2.3.)
5	Scanned copy of PAN and TIN, acknowledgement of latest copies of returns for three years. as per TC 1.2.4.
6	Scanned copy of ITR filed of last three years. as per TC . 1.2.5.
7	Scanned copy of Balance Sheet including Profit and Loss Account of the last three years. as per TC . 1.2.6.
8	Scanned copy of valid enlistment order as per TC . 1.2.7.


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