

NOTICE INVITING TENDER(NIT-2)
General Terms & Conditions

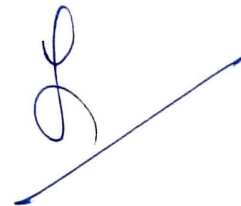
1. The Item Rate e-tenders are invited from approved and eligible contractors/firms registered with CPWD, PWD, MES, Railways having experience in execution of similar nature of works to the extent specified in Para no. 2 below.
 - (i). The enlistment of the contractor should be valid on the date of submission of tender, wherever applicable, (certificate thereof be uploaded).
 - (ii). The work is estimated cost to Rs. 38,38,240/- (Rs. Thirty eight lakhs thirty eight thousand two hundred forty) 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 Rs.15 Lakhs or two similar completed works each of value not less than Rs. 23 Lakhs or one similar completed work of value not less than Rs. 30 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. 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.
4. **Earnest Money of Rs. 77,000/-** (Rs. Seventy seven thousand) only as EMD in the form of fixed deposit (FDR) only 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 01.3.2021 up to 10.30 AM**. No interest is payable on this Bid Security. The Bid Security of the unsuccessful bidders will be returned within 30 days of award of works.
5. **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 wherever applicable.
 - vi. Scanned copy of non-execution of work through another contractor **on back to back basis**.
 - vii. Scanned copy of instrument of EMD.
6. The earnest money shall be forfeited in following conditions:-
 - i. if any stage, any of the information / declaration given by the bidder is found false.
 - ii. In case of any laps / default in honoring the terms and conditions at any stage after submitting the e-tender.
 - iii. If a bidder withdraws his bid during the period of bid validity specified in the tender's terms and conditions.
 - iv. In case of final selection of bidder, if he falls to furnish contract performance security in accordance with terms and conditions of the e-tender.
7. No advance payment will be made.



8. The payment of bills shall be made on quarterly basis.
9. 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.
10. The contractor whose tender is accepted will be required to furnish performance guarantee of 3% of the tendered amount within the period to be notified. This guarantee shall be in the form Fixed Deposit Receipt (FDR) only of a Schedule Bank. 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. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. The time allowed is 365 days from the date of work order / award of work or from the 1st date of handing over the site, whichever is later.
18. The site for the work is available.
19. 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.
20. The rates will be firm during the contract period. No escalation whatsoever shall be paid..
21. The No of mandays 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 up 50%.
22. The Director(Horticulture) reserves the right to dispense with the no. of mandays or any or more in the schedule in full or in part in the public interest, if necessary.

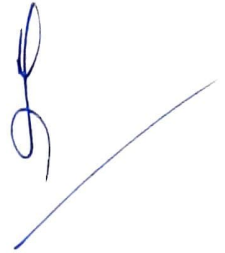


23. The Department shall not be responsible for payment of any compensation on account of any loss caused to the tenderer due to natural calamities or other supervening impossibilities.
24. The Agency will be responsible under the obligation to adhere all statutory requirements of Labour Laws including weekly off, provident fund, Service Tax and other relevant Laws applicable from time to time, in NCT of Delhi.
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 payment of compensation, if any, to workman during execution of the contract.
26. 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 contractor should also ensure the total compliance of provisions of EPF and MP Act, 1952 in r/o the employees/ workers working on contractual basis. 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.
27. The rates of wages will be enhanced automatically, as and when it will be enhanced by Labour Department, GNCTD.
28. The rates shall be exclusive of taxes i.e GST. The GST will be paid extra.
29. All the disputes shall be subject to Delhi Jurisdiction and decision of the Secretary (Environment), Govt. of N.C.T. of Delhi shall be final and binding to all
30. The rates shall be valid up to one year from the date of award of work.
31. The work shall be awarded to the tenderer who emerges L-1.
32. The bidder or their authorized representative, at the time, of opening the technical / financial bids, may remain present, if they so desire. The bidder's representative who remain, present, sign the attendance sheet in token of having attended the proceedings.

A handwritten signature in blue ink, consisting of a stylized 'S' or 'J' shape, followed by a long diagonal line extending from the bottom right towards the center.

Schedule of quantity (NIT-2):-

S.No.	Name & Specification of items	Unit	Total Quantity	Rate in Rs	Amount in Rs.
1	Supply of labours on contact basis for maintenance of Nurseries.	Per Mandays	6440		
	Total:-				



Annexure-A

S.No.	Online Documents required.
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 basis (condition No. 3)
3.	Scanned copy of instrument of EMD (condition No. 4).
4.	Scanned copy of PAN Card (condition No. 5 (ii),
5.	Scanned copy of GST No. with upto date filed return (condition No.5(iii)).
6.	Scanned copy of ITR filed of last three years (condition No.5(iv).
7.	Scanned copy of valid enlistment order wherever applicable (condition No.5 (v)


Director(Horticulture)