

**GOVT. OF NCT OF DELHI
HORTICULTURE UNIT
DEPARTMENT OF ENVIRONMENT AND FORESTS
OFFICE OF THE DIRECTOR HORTICULTURE
11TH FLOOR, MSO BUILDING , ITO, NEW DELHI-110002, (Ph.:- 011 – 23317559)**

No.F.58(52)/DH/TG/2021-22/391

Dated:10.05.2022

**NOTICE INVITING E-TENDER FOR “SUPPLY OF DIY KITS FOR INTRODUCTION TO
URBAN FARMING 2022-23”**

Online tenders are invited in a two bid system from reputed, experienced agencies & bonafide eligible tenderers registered in Delhi by the Horticulture Unit, GNCTD, 11th Floor, MSO Building, ITO through e-tendering.

The first requirement to participate in e-tender is to have digital signature and the registration of tenderers with Delhi Govt. E-procurement. For any assistance regarding e-tendering process, the intending tenderer may contact at Help Desk 11th Floor, M.S.O. Building, I.T.O, Delhi-02 or call on 011-23317559 during working day/hour (Monday - Friday, 09:30 AM to 06:00 PM).

Last date for submission/receipt of tenders(s) through e-tendering is **31/05/2022 at 12:00 Noon** and will be opened online by the Tender Committee in the presence of tenderers or their authorized representatives who wish to be present on the same day i.e. **31/05/2022 at 14.00Hrs.** in the office of the Director, Horticulture, 11th Floor, MSO Building Government of NCT of Delhi. In case of any holiday on the day of opening, the e-tender will be opened on the next working day at the same time.

**Sd/-
Director, Horticulture,
11th Floor, MSO Building, ITO
New Delhi**

Copy to:

1. The Principal Secretary (E&F), Department Of Environment, Forests & Wildlife, 6th-Level, C-Wing, Delhi Secretariat, I.P. Estate, New Delhi – 110002, for kind information.
2. The Secretary to Hon'ble Minister (E&F), 8th-Level, A-Wing Delhi Secretariat, I.P. Estate, New Delhi – 110002, for kind information.
3. The Dy. Controller of Accounts (Env.), Delhi Secretariat, Delhi -110002, with the request to kindly be present at the time of opening on the scheduled date and time.
4. Programmer, Department of Environment, Level 6, Delhi Secretariat with the request to upload it on Environment Department website in public interest.
5. Notice Board O/o The Director (Horticulture).

Sd/-
Director, Horticulture,
11th Floor, MSO Building, ITO
New Delhi.

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TENDER APPLICATION FORM

In response to the Tender Notice No.F.58(52)/DH/TG/2021-22/391 Dated 10/05/2022, I/We do hereby offer the rate against the item of work mentioned below for **“SUPPLY OF DIY KITS FOR INTRODUCTION TO URBAN FARMING 2022-23”**.

Each kit may consist of the following items

- i. Vegetable seeds 10 types (5-25 grams each depending upon species)
- ii. Biofertilizers 3 types (100 grams each)
- iii. Organic manure 1 kg
- iv. Information booklet regarding cultivation of the seeds in the kit
- v. All components should be packed in a bag with the Name of the Scheme and Department printed on it.

Sl.No	Name of Item	Total Quantity	Rate per kit inclusive of GST/ taxes etc. (Rs.)	Total amount (in Rs.)
1	DIY kits Introduction to Urban Farming	10,000 (5000 summer kits and 5000 winter kits)		

TERMS & CONDITIONS OF THE E- TENDER

1. E- Tenders invited for the work of the **“SUPPLY OF DIY KITS FOR INTRODUCTION TO URBAN FARMING 2022-23”**, by the Director, Horticulture Unit, Department of Environment, GNCTD, 11th Floor, MSO Building, ITO, New Delhi through e-tendering in a two bid system. The successful tenderer/bidder shall be required to execute the work as specified in the Tender Application Form within 7 days time from the date of communication of the approval of the Competent Authority.

2. Estimated cost is **Rs.60,00,000/- (Rupees Sixty Lakhs only)**

3. Participation in the online bid shall amount to bidder's acceptance of the terms and conditions of the tender.

The bidder shall submit on or before the date given in the Notice Inviting e-Tender, the Technical Bid and the Financial Bid online in the prescribed format given in e-Tendering site.

4. The **Technical Bid** should consist of the following documents:-

a.	Bid Security (Earnest Money Deposit) for an amount of Rs.1,80,000/- (Rupees One Lakh Eighty Thousand only) in the form of an Account Payee Demand Draft/FDR from any Commercial Bank in favour of DDO, Horticulture Unit, payable at Delhi . The EMD in original shall be submitted in the office of <u>Horticulture Unit</u> , at Diary Dispatch counter on or before the closing date and time i.e 31.05.2022 up to 12:00 Noon for approval of Purchase Committee as part of the Technical bid.
b.	Scanned copy of registration/Association with Government/Autonomous bodies in India for works related to supply of horticulture mini-kits/kits.
c.	Self attested copy of PAN Card under Income Tax Act. along with last three years income tax returns filed with Income Tax Deptt.,
d.	Self attested copies of GST registration number.
e.	An undertaking to the effect that the contractor/agency has not been blacklisted by any Govt. Department in earlier occasions.
f.	Scanned copy of signed terms and condition by contractor.
g.	Undertaking on Rs. 100/- stamp paper that you would not claim any arrear on account of increase in minimum wages, if any, and would yourself bear the burden of payment of increased wages to your labours
h.	Proof of ownership of farms producing breeder seeds and foundation seeds to ensure purity of seeds supplied
i.	Proof of ownership of quality control labs
j.	Proof of ownership of seed drying and cleaning facilities

Tenderer/Bidder must submit copies of all documents required through online.

5. Tenderer/Bidder shall quote the rates in the prescribed form for Price Bid given in E-Tendering site

against this tender on a 'single responsibility' basis such that the Tender price covers contractor's all obligations and liabilities. The rates and prices quoted by the Bidder shall be inclusive of all Taxes.

6. The tenderer/Bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document before participation in this e-tender. The validity of tender will be 12 months for award after approval. The validity of the tender can be extended if approved by Principal Secretary(E&F), GNCTD.
 7. In case the tenderer/Bidder has any doubt about the meaning of anything contained in the tender document, he shall seek clarification from the office of the Director, Horticulture Department of Environment,GNCTD, 11th Floor, MSO Building, ITO,New Delhi
 8. Bid securities (EMD) of the unsuccessful tenderer/bidder will be returned to them at the earliest. Bid security of the successful bidder shall be returned on receipt of 8% Performance Security/Security Deposit in the Department. Bid Security shall be forfeited if the Tenderer/Bidder withdraws his bid during the period of tender validity. Bid Security shall also be liable to be forfeited if the successful bidder fails to furnish the required Performance Security within the time frame specified by the Department.
 9. The successful tenderer/bidder shall execute an agreement with **Horticulture Unit** soon after deposit of 8% of the tendered value as Performance Guarantee within 10 days w.e.f. the date of acceptance of the offer in the form of Demand Draft/Fixed Deposit Receipt having a validity of 7.5 years w.e.f. the date of acceptance of the offer, drawn on any of the Commercial Banks payable at Delhi, in favour of **Horticulture Unit, payable at Delhi.**
 10. The authorized representatives/Purchase Committee of this office/ Department will open the Technical Bid in the presence of the Tenderer/Bidders or their representatives who choose to attend at the appointed place and time. The Qualification for the technical bid shall be based on the online receipt of all the documents required & listed above clause in (4) & (5) on or before the closing date and time of bidding i.e **31/05/2022.up to 12.00 Noon.**
 11. a) Financial Bids/Price Bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders who choose to be present at the time of opening of Financial Bids.
b) Rates shall be compared on the basis of total cost for all the items taken together for approved Technical bid.
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12. The Offers of tenders not accompanied by documentary proof or do not meet the eligibility criteria as mentioned above shall not be considered. Canvassing or negotiation, direct or indirect, would render the tender liable for exclusion from consideration.
 13. The kits shall be supplied to Horticulture Assistant, Dwarka Nursery, Horticulture Unit, Department of Environment, GNCTD.Each kit may consist of the following items
 - i. Vegetable seeds 10 types (5-25 grams each depending upon species)
 - ii. Biofertilizers 3 types (100 grams each)
 - iii. Organic manure 1 kg
 - iv. Information booklet regarding cultivation of the seeds in the kit

- v. All components should be packed in a bag with the Name of the Scheme and Department printed on it.
14. The Director, Horticulture Unit reserves the right to accept or reject any or cancel any or all the tenders without assigning any reason thereof.
15. (a) The Horticulture Unit, Department of Environment Govt. of N.C.T. of Delhi, is not bound to accept the lowest rate/cost or any bid and may at any time by notice in writing to the bidder(s) terminate the tendering process.
b) Horticulture Unit, Department of Environment Govt. of N.C.T. of Delhi, is at liberty to accept rates quoted for one item and reject other or may accept gross value of complete tender on the recommendation of Committee existing for the purpose.
16. The Horticulture Unit, Department of Environment Govt. of N.C.T. of Delhi, may terminate the work order if it is found that the contractor is black listed on the previous occasions by any of the Government Departments/Institutions/Local Bodies/Municipalities/Public Sector Undertakings etc.
17. a) The successful Tenderer/Bidder shall ensure full compliance with Tax laws of India with regard to the work order(s) and shall be solely responsible for the same.
b) The successful bidder will comply all the rules & regulations of the land with latest circular/orders issued by various Government Departments applicable to the work and bidder will be solely responsible.
c) Failure of the successful tenderer/bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the work order and forfeiture of Bid Security/Performance Security.
d) Duly completed books of accounts/documents should be produced as and when required by the department.
18. In the event of non-execution of the work, the Security Deposit shall be forfeited with the Government and the balance work, if any, shall be got executed at the risk and cost of the tenderer by rescinding the contract for the reasons to be recorded by Horticulture Unit in writing.
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 contractor shall not construct any permanent structure at the site of work and shall have no right on the land or asset of the Government.
21. The contractor shall abide by the provisions made under the Labour Laws and other relevant Statutes as applicable in execution of the work and shall be responsible for making good/ payment of compensation, if any, to any workman or material during execution of the contract.
22. In no circumstances, the contractor would be allowed to sublet the works in part or whole of the contract, assigned to them.
23. a) Any dispute or difference arising out of this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by

the joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the HOD, Horticulture Unit, Department of Environment GNCTD.

b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by the Indian Arbitration and Conciliation Act, 1996 as amended from time to time.

c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in the terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.

24. All disputes arising out of the execution of the agreement shall be subject to the jurisdiction of the Court at Delhi only.

25. The Rates shall be compared on the basis of total cost inclusive of all the items taken together for approved technical bid.

26. Horticulture Unit is at liberty to increase or decrease the quantity mentioned. Items mentioned may be dropped also keeping in view the requirement of stores/service components at the site/field at the time of placing the work order.

27. Actual number of total kits may increase or decrease by 25% of total kits in which case work order may be issued/ modified at the same rate of quoted rate.

28. All material/service inputs for the above mentioned works shall be provided by the successful tenderer/contractor,

29. The quantity mentioned above may increase or decrease as per requirements and Govt. policies/decisions.

Deposit at Call/Bank Draft bearing No. _____ dated _____ issued by _____ Bank, _____ for an amount of Rs. _____/ (Rs. _____ only) drawn in favour of Horticulture Unit, Department of Environment, GNCTD, 11th Floor, MSO Building, ITO, New Delhi towards EMD, is enclosed.

SIGNATURE OF.....
THE NAME OF BIDDER
ADDRESS.....
TEL. NO./MOBILE NO.....
E-MAIL ADDRESS.....