



दिल्ली विकास प्राधिकरण
DELHI DEVELOPMENT AUTHORITY
उप-निदेशक कार्यालय, उद्यान खण्ड - तृतीय
OFFICE OF DY. DIR. HORT. DIV. NO. III
बी2बी, जनकपुरी, नई दिल्ली-110058
B2B, JANAKPURI, NEW DELHI: 58



No. F54 (47) DD/Hort.-III/2020-21/DDA/ 46

Dated: 15/1/2021

To

M/s S.K. ASSOCIATE,
R/o WZ-654/4A, Street No. 18J,
Sadh Nagar, Palam Colony,
New Delhi-110045.

Name of work: M/o Completed scheme of N/A-II under SWZ.

M/o Distt. Park South of Rohtak Road G-17, Paschim Vihar, (LG Park & Sport Field).

Sub Head: Complete maintenance of the entire garden, woodland, cleaning sweeping of path etc. for 12 months at site.

PG Ref.: FDR/Bank Guarantee/Account No. 046410DP00000797 dated 06.01.2021 Amount Rs. 2,00,419/- from Punjab National Bank, Palam Gaon, Dwarka, New Delhi-45.

Sir,

Your quoted item rates tenders for the above mentioned work has been accepted on behalf of DDA as under:

Estimated cost	:	Rs. 48,59,060.00
Contractor quoted Amount	:	Rs. 40,08,388.21
Accepted tendered Amount	:	Rs. 40,08,388.00 (Rupees Forty Lakh Eight Thousand Three Hundred Eighty Eight Only).
Percentage of tender	:	17.51% below.
Time Allowed	:	12 Months.

The percentage to be taken for the purpose of clause-12 shall be 17.51% below on rates based on DSR-2018. You are requested to attend the office to sign the agreement along with non-judicial stamp paper worth Rs.50/- within ten (10) days from the date of issue of this letter, failing which the acceptance of tender is likely to be withdrawn and the earnest money forfeited. You are therefore, directed to contact the A.D. - II of this office and start the work at once. Please note that the time allowed for carrying out the work as entered in the tender still be reckoned after the ten days from the date of issue of this letter to commence the work. Your letter dated 07-01-2021 shall be part of the Agreement.

Dy. Director (Hort.) - III/DDA

Copy to:

1. Director (Hort.) NW, DDA.
2. Dy. Director (QC) III, DDA.
3. A.O. (W) II, DDA.
4. A.O. (CAU) Dwarka, DDA.
5. Dy. Dir. Hort. II, V and Dwarka, DDA.
6. Income Tax Commr. W No. _____ New. Delhi.
7. A.D.-II, Hort. Div.- III, DDA.
8. Comm. Sale Tax. NCT Delhi.
9. File Concern.
10. Agreement File.
11. DDA website <https://eprocure.gov.in/eprocure/app> or www.dda.org.in or cppp-nic@nic.in

Dy. Director (Hort.) - III/DDA

दिल्ली विकास प्राधिकरण

उप-निदेशक कार्यालय, उद्यान खण्ड - तृतीय
बी2बी, जनकपुरी, नई दिल्ली-110058



AWARD SCHEDULE

Name of Work: M/o Completed scheme of N/A-II under SWZ.

M/o Distt. Park South of Rohtak Road G-17, Paschim Vihar, (LG Park & Sport Field).

S.H: Complete maintenance of the entire garden, woodland, cleaning sweeping of path etc. for 12 months at site.

NIT No. 46/DD/Hort.-III/DDA/2020-21

S. No.	Description of Work / Item(s)	Quantity	Units	M/s S.K. Associates	
				Rate	Amount
1	Complete maintenance of the entire garden features having as per yard stick in the garden area i.e. lawn trees, shrubs, herbs, hedge, flower beds, foliages, creepers etc. including hoeing, weeding pruning replacement of plants, gap filling, watering, mowing of lawn, grass cutting by lawn mover and brush cutter, removal of garden waste, applying insecticide, pesticide & fertilizers (whenever required) top dressing of lawn with good earth and manure and maintenance of other garden related works as directed by office-in-charge (Cost of Good Earth, Manure, Fertilizer, Insecticide, Pesticide will be provided by the Department & lawn mover and brush cutter with fuel, other T & P material/articles shall be provided by the contractor.) public park which have features like mounts, shrubs, topiaries, rockery, annual beds, shrubs beds etc. (As per yard stick 1 Mali = 1 acre) Total Lawn Area = 18.80 acre x 4047 x 12 M= 913003.20 say 913003.00 Sqm.	913003.00	Per sqm/ month	3.67	3350721.01
2	Complete maintenance of wood land area including, tree, shrubs, potted plants and making of thawla etc. and removal of all weeds, watering, clipping of hedge/edge and replacement of potted plants, spreading of cow dung manure once/twice a year as per requirement and removal of garden rubbish from the premises, including application of fertilizer and insecticides, pesticides, fungicides accordingly to the requirement and as per direction officer-in-charge at site. (Excluding cost of material which shall be supplied by the department) (As per yard stick 1 Mali = 5.00 acre) Total area = 5.16 acre x 4047 x 12M = 250590.24 say 250590.00 Sqm.	250590.00	Per sqm/ month	0.73	182930.70
3	Clearing, sweeping and collection of rubbish, garden refuse from the periphery of the path, parking, rain shelter and disposed off at specified place as per the direction of officer-in-charge = 3.99 acre x 4047 x 12M = 193770.36 say 193770.00 Sqm (for 26 days).	193770.00	Per sqm/ month	2.45	474736.50

Total ₹ 40,08,388.21

Say ₹ 40,08,388.00

Rupees Fourty Lakh Eight Thousand Three Hundred EightyEight Only

24/11/2021
Dy. Director (Hort.)
Hort. Div.- III/DDA



**DELHI DEVELOPMENT AUTHORITY
OFFICE OF DY. DIR. HORT. DIV. NO. III
B2B JANAK PURI NEW DELHI -58**

Term & Conditions

Name of work: M/o complete scheme of N/A – II under SWZ.

M/o Distt. Park South of Rohtak Road G-17, Paschim Vihar, (LG Park & Sport Field).

Sub Head: Complete maintenance of the entire garden, woodland, cleaning sweeping of path etc. for 12 months at site.

1. Contractor should engage ___ Nos. of employees, as per yardstick.
2. No workmen will be allowed to enter at the site without identity card issued by the contractor and all employees of the Contractor will wear the identification card whenever on duty in the premises.
3. As it is mandatory for the Contractor to pay minimum wages as fixed by GNCTD,. If any statutory dues like ESI, EPF, Bonus, etc. paid by the contractor then he has to submit the proof of ESI and EPF of ECR contribution/deposit , after satisfaction the same will be reimburse to the contractor by the DDA.
4. Any bidder quoting less than the minimum wages shall be disqualified at the stage of financial evaluation.
5. Contractor shall ensure that the wages to his workers are paid by the 10th day of the month, irrespective of his bills are paid by DDA or not.
6. At the time of reimbursement, Contractor shall submit the photocopies of EPF account number and temporary/permanent ESIC card of all his employees. Contractor is also required to submit the photocopies of Challans (i.e. EPF and ESI with ECR) on monthly basis through which ECR of EPF and ESI payment has been made by him in respect of his employees.
7. The persons engaged by the Contractor for this work should not cause any obstruction to the office work. They should be cordial, polite, cooperate and well behaved.
8. Complaints received from the office staff or observations with regard to deterioration in the work standards will be viewed seriously and may lead to termination of the Contract.
9. DDA will have the full right to direct its concerned DDA staff to check, search or examine any or all the employees, agents or representatives of the Contractor including their belongings while entering / leaving the premises, it felt necessary, with the help of police.
10. Contractor along with his agents, representative or employees will be allowed to enter into the premises for the purpose of rendering the said service. The Contractor will be responsible for any loss, damages or theft caused to DDA by Contractor's agent,

representatives or employees while rendering the said services which will be recovered from the Contractor.

11. The employees of the Contractor shall not be allowed to put any labour hut in the premises.
12. The performance of the work will be closely observed for an initial period of three months, and if found not satisfactory, the contract will be terminated forthwith and PG deposit will be forfeited.
13. The Contractor will pay rates and wages to his workers and observe hours of the work and condition of employment as per applicable Labour Act and Rules. It shall be the responsibility of Contractor to ensure that he pays his employee's wages which are not less than the minimum wages prescribed by the GNCTD and /or required under the Labour Act. The Contractor shall make payment to the all workers by NEFT/RTGS in any Bank account for the work.
14. Contractor shall abide by all applicable laws including all Labour laws and Welfare laws (ESIC, EPF, Bonus or any other Tax levied by Govt.), Company Act etc. and shall adopt all required welfare measures for the Contractor's employees and discharge all other obligations concerning thereto. The Contractor shall furnish adequate proof as ECR to concerned officer in charge in this regard. All such responsibilities and obligations, whether specified herein or not, shall be the responsibility of the Contractor.
15. "Labour license under the provisions of Contract Labour (Regulation and Abolition) Act. (1970) will be obtained on the prescribed Proforma by the contractor from the office of the concerned Regional Labour Commissioner within two (02) months after the date of award of work by DDA", failing which the Award of work is liable to be cancelled / terminated. A certified copy of labour license should be made available to DDA by the contractor within two (02) months' time.
16. Contractor has to ensure that the horticulture maintenance services are not disturbed either due to the absentees or due to willful act of his employees. Maximum care/precaution shall be taken to avoid any such situation.
17. Children and Senior Citizens (below 18 years and above 60 years) shall not be engaged by the Contractor as worker. In case any dispute arises related to the worker's age, age proof of all the workers will have to be provided by the Contractor to concerned officer in charge, if asked. In this regard, decision of DDA will be final and binding on the Contractor.
18. All the personnel's engaged by the Contractor have to adhere to laid down safety guideline on the subject. Adequate precaution is to be exercised to prevent any kind of mishappening to the men and materials. The Contractor will be directly responsible for any consequences arising out of any such violation by his agency/materials/staff, except natural calamities.
19. Employees proposed to be deployed by the Contractor for providing services envisaged hereunder shall be subject to the screening by the Officer In-Charge or Officer nominated by employer to ascertain their antecedents, suitability and skills. The Contractor, before deployment of the employees, shall furnish their complete credentials to DDA and obtain the approval of concerned Dy. Director(Hort.) of DDA. DDA reserves the right to intervene these employees, if considered necessary, before giving such approval.

20. DDA reserves the right to ask Contractor to remove any of his employees, without assigning any reasons/notice thereof.
21. Tools & Plants (T&P), diesel, petrol, identity card to the deputed staff shall be provided/supplied by the contractor and other related materials i.e. **Chemical Fertilizers, Pesticide/Insecticide/Fungicide, Red Bajri, Good Earth, Earth, Cattle Dung Manure, Jamuna Sand, Anti Bird Net, Seeds and Seedling shall be supplied by the Department.**
22. The tender of those tenderers will also be treated as valid Tender and at par with other tenderers, even if, they are Exempted/Relaxed from payment of ESI, EPF and GST etc. by the Govt. of India or its statutory bodies provided that all the relevant papers/certificates/documents in respect of such exemptions are attached with the bid submission.
23. The work will be carried out as per latest CPWD specifications or directed by Officer In-charge.
24. The contractor should see the worksite and assess the requirement before quoting his rates.
25. If skilled supervisor not posted, tendered amount Rs. 10 to 50 Lacs then penalty is of Rs 10,000 per month will be levied from the Agency. Tendered amount more than Rs 50 Lacs supervisor should have qualification of B.Sc.(Ag.) + 5 years experience, if not posted then Rs. 15,000 per month will be levied from the Agency.
26. The attendance register should be maintained by the agency/contractor, and to be verified on daily basis by the concerned SO(Hort.)/DDA and depicting the shortfall at site on every day basis.
27. All labour liabilities will be borne by the contractor during maintenance period. DDA will not have any responsibilities of the deployed labour.
28. That the contractor shall at his own cost, if required take necessary insurance cover in respect of the aforesaid services rendered to DDA and shall comply with the statutory provisions of Contract Labour (Regulations & Abolition) Act. 1970; Employees State Insurance Act, Workman's Compensation Act, 1923; Payment of Wages Act 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act 1952; The Payment of Bonus Act 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; Employment of Children Act, 1938, Maternity Benefit Act and/ or any other Rules/Regulations and/ or Statutes that may be applicable to them.
29. DDA will not pay any compensation to the labour for any miss-happening occurred during the execution of work.
30. DDA is not responsible for any litigation with labour in Court of Law & contractor will settle the matter on his own risk and cost.
31. **MINIMUM RECOVERY RATE FOR SUPPLYING OF SHORT MANPOWERS, and T&P items and violation of T & C.**

S. No.	Description of Items	Detail of Area	Rate of Recovery
A.	Short supply of man power	-	Rate of Recovery of actual minimum wages = +50% extra
B.	General maintenance problems like non provisioning of machine and fuel, unsatisfactory lawn maintenance including trimming, pruning of plant mowing of lawn, watering etc.	<10 acre	Rs. 1000 per day
		10-50 acre	Rs. 2000 per day
		>50 acre	Rs. 5000 per day
C.	ID cards to be issued by the service provider (1 month time for implementation be given)	-	Rs. 1000 per day

32. The required T & P must be in working condition at all times at site during currency of contract. During the course of inspection, any T & P not found in working condition must be replaced/repared by the contractor within 3 days from the date of Inspection. If the contractor fails to do so, the recovery rates as mentioned in the above list will be made from his monthly bill.
33. The rate should be quoted in both words and figures, including all applicable taxes.
34. The undersigned reserves the right to cancel any tender without assigning any reason.
35. If any casualty occurs in garden features, the same shall be replaced within 07 days, by the same specification and same nomenclature by the agency at his own cost.
36. Details of a park mentioning area and total number of manpower required for maintenance work of park has to be specifically mentioned in the bid document as a separate Annexure. Total unskilled workers required for cleaning and sweeping of lawns and gardens besides above maintenance work are also to be specifically and separately mentioned in above Annexure.
37. The amount quoted by a Tenderer/Agency for the required manpower for maintenance and cleaning/sweeping should not be less than the minimum wages as per the rates issued by NCT of Delhi).
38. Items for supply of material shall not be clubbed with the tender for maintenance of park.
39. There shall be only one bid for one park. Practice of dividing the park area into various units for which bids for maintenance works are called separately should be dispensed with henceforth.
40. A provision of Aprons for manpower engaged for maintenance work and sweeping/cleaning is to be made in the bid document. Colours of Aprons for two types of staff engaged in a park shall be different. A suitable provision in the tender documents be made accordingly.

21/12/21

**Dy. Director (Hort.)-III
DDA**