



OFFICE OF THE DY. DIRECTOR (HORT.)- 10.

C.S.C. Market, Near Sanjay Enclave, Jahangir Puri, Delhi-110033

T. No. 011-27632358, E-Mail ID -hortdiv10@gmail.com

Dated :- 05-01-2022

No. F. 16 (81) A/DD/Hort. X/DDA/2021-22/ 1298

To,

M/s Gaurav Enterprises

A-467, Gali No. 2, Meet Nagar,

Delhi-110094

M. No. 9319137054

17597

50  
2021-22

**Sub:** - M/o Park Plantation trucks and other equipments in Horticulture Wing N.A. - II

M/o various parks under the jurisdiction of Horticulture Division No-10 (1. M/o NHP Block- AA & AB, Shalimar Bagh, 2. M/o Distt Park Karmel wala Bagh Shalimar Bagh, 3. M/o Distt. Park Mote wala bagh Shalimar Bagh, 4. M/o Distt. Park Ram Sawroop Thakur Dass wala Bagh, Shalimar Bagh, 5. M/o Distt. Park AP-Block Shalimar Bagh, 6. M/o NHP Block - BQ & BM, Shalimar Bagh, 7. M/o Distt. Park Sadh wala bagh, Shalimar Bagh, 8. M/o Distt. Park Malhotra wala Bagh at Shalimar Bagh, 9. M/o Old orchard Block-B Shalimar Bagh, 10. M/o Distt. Park Nanak wala Bagh, Haiderpur, 11. M/o Gram sabha land at Sarai Pipal Thala.).

SH: - Deployment of private security guards for 365 days at site.

Ref. Performance Security/Guarantee Submitted by you vide your letter No. NIL Dated 01-01-2022

Dear Sir (s),

Your quoted/negotiated item rate tender for the above cited work has been accepted on behalf of Delhi Development Authority at the rates, terms & condition given below :-

Estimated Cost	: - Rs. 1,18,21,456.00 (Rupees One Crore Eighteen Lakh Twenty One Thousand Four Hundred Fifty Six Only)
Quoted / accepted rates Tender Amount	: - Rs. 1,05,21,096.00 (Rupees One Crore Five Lakh Twenty One Thousand Ninety Six Only)
Accepted %age rate	: - 11% below (Eleven Percent) Below of the estimated Cost.
Time allowed	: - 12 Months

You are requested to attend the office of the undersigned along with a non-judicial stamp paper worth Rs. 50/- to complete the formal agreement within 7 days from the date of issue of this letter failing which the award of work shall likely to be withdrawn and the entire amount of your earnest money and performance guarantee shall be forfeited.

It may be noted that if any mistake/error in the nomenclature unit, rates of the item mentioned in the schedule attached occur inadvertently, it will not entitle for payment accordingly. The rates, unit and nomenclature will be taken as per provision of DSR 2018 for the purpose of payment.

You are also requested to contact the Asstt. Director (H)-SD-I/Hort. -X/DDA and start the work at once. Please note that the time allowed for carrying out the work as entered in the tender document shall be reckoned from the 10th day after the issue of this letter to commence the work.

*Atal*  
DY. DIRECTOR (HORT.)  
HORT. DIVN. NO X  
D.D.A

**DELHI DEVELOPMENT AUTHORITY**  
**HORTICULTURE DIVISION NO -10**

Tender Inviting Authority: DELHI DEVELOPMENT AUTHORITY

Name of Work: M/o Park Plantation trucks and other equipments In Horticulture Wing N.A. - II

M/o various parks under the jurisdiction of Horticulture Division No-10 (1. M/o NHP Block- AA & AB, Shalimar Bagh, 2. M/o Distt Park Kameel wala Bagh Shalimar Bagh, 3. M/o Distt. Park Mote wala bagh Shalimar Bagh, 4. M/o Distt. Park Ram Sawroop Thakur Dass wala Bagh, Shalimar Bagh, 5. M/o Distt. Park AP-Block Shalimar Bagh, 6. M/o NHP Block-BQ & BM, Shalimar Bagh, 7. M/o Distt. Park Sadh wala bagh, Shalimar Bagh, 8. M/o Distt. Park Malhotra wala Bagh at Shalimar Bagh, 9. M/o Old orchard Block-B Shalimar Bagh, 10. M/o Distt. Park Nanak wala Bagh, Halderpur, 11. M/o Gram sabha land at Sarai Pipal Thala.).

SH - Deployment of private security guards for 365 days at site.

Contract No: NIT NO 68/DD(Hort.)-X/DDA/2021-2022

Name of the Bidder/ Bidding Firm / Company :		M/s Gaurav Enterprises				
<b>PRICE SCHEDULE</b>						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate In Rs. P	TOTAL AMOUNT Without Taxes In Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1.00	Providing round the clock security guard without gun for watch and ward of govt. premises and its all belongings by deploying neatly dressed security guards in 08 hour's shift including necessary T & P like torch, lathi and uniform etc complete as per the direction of Engineer-in-charge. (One job means 8 hour's duty). (Security guard without gun (semi skilled) (39 Nos. S/G Per Day for 03 shift) (39 Nos X 365 days) = 14235.00 nos. job	14235.00	Each Job/ Per Day	830.45	11821455.75	INR One Crore Eighteen Lakh Twenty One Thousand Four Hundred & Fifty Five and Paise Seventy Five Only
Total in Figures					11821455.75	INR One Crore Eighteen Lakh Twenty One Thousand Four Hundred & Fifty Five and Paise Seventy Five Only
Quoted Rate in Figures			Less (-)	11.00%	10521095.62	INR One Crore Five Lakh Twenty One Thousand & Ninety Five and Paise Sixty Two Only
Quoted Rate in Words			INR One Crore Five Lakh Twenty One Thousand & Ninety Five and Paise Sixty Two Only			

*Handwritten Signature*  
Dy. Director (Hort.)  
Hort. Div-10, DOA

### ADDITIONAL TERMS & CONDITIONS

**Name of work :-** M/o various parks under the jurisdiction of Horticulture Division No-10 (1. M/o NHP Block- AA & AB, Shalimar Bagh, 2. M/o Distt Park Karnel wala Bagh Shalimar Bagh, 3. M/o Distt. Park Mote wala bagh Shalimar Bagh, 4. M/o Distt. Park Ram Sawroop Thakur Dass wala Bagh, Shalimar Bagh, 5. M/o Distt. Park AP-Block Shalimar Bagh, 6. M/o NHP Block -BQ & BM, Shalimar Bagh, 7. M/o Distt. Park Sadh wala bagh, Shalimar Bagh, 8. M/o Distt. Park Malhotra wala Bagh at Shalimar Bagh, 9. M/o Old orchard Block-B Shalimar Bagh, 10. M/o Distt. Park Nanak wala Bagh, Haiderpur, 11. M/o Gram sabha land at Sarai Pipal Thala).

**Sub Head :-** Deployment of private security guards for 365 days at site.

**Condition: -**

1. The Agency would engage 34 Nos. of semi-skilled and 05 No. of skilled (Ex-Serviceman) private security guards per day in shifts as decided by Officer-in-Charge (Hort.).
2. The Agency is requested to inspect the site before quoting the rates and if there is any doubt, then the agency can visit the office in order to clarify the doubts.
3. If the agency quotes rate below.....11% .....of the estimated cost of the tender, his bid will not be considered and will be rejected (EMD will be forfeited).
4. The rate should be quoted in both words and figures, including all applicable taxes (Excluding GST).
5. In case the lowest rates quoted by the bidders are same, then in order to arrive at a decision, a draw of lots shall be carried out by a committee comprising of Director (Hort.), concerned Deputy Director and Finance Officer of the zone in the presence of such bidders who quoted the same rate.
6. The security guard on duty must be smart and active at site. The security guards will carry the torch (during night shift), baton and whistle at duty time.
7. The security guard shall be posted at site in three shift (1<sup>st</sup> shift 6:00 AM to 2:00 PM, 2<sup>nd</sup> shift 2:00 PM to 10:00 PM and 3<sup>rd</sup> shift 10:00 PM to 6:00 AM) or as decided by the Officer-in-Charge (Hort.). The agency will bear the cost of weekly rest also.
8. The security guards deployed by the agency shall wear proper ironed uniform, with badges displaying their name and designation, supplied by the agency at its own cost whenever on duty in the premises. If any security guard found unsuitable to perform duty with desired standards for the work, same shall be replaced by the agency within 24 hours on the direction of Officer-in-Charge (Hort.).
9. The security guards shall also be given photo identity cards by the agency displaying their name, father's name, address, date of birth, name of the agency with address and telephone number at site. No security guard will be allowed to enter the site without identity card.
10. The agency shall submit a copy of the identity card of private security guards with Aadhar Card/Voter ID Card and Police verification report to Officer-in-Charge within one month time,

otherwise the penal recovery of Rs. 1000/- per day per guard will be deducted from bill of the agency.

11. The Agency shall be responsible for total safeguard of life and property belonging to DDA and shall not permit theft, damage of street furniture, M.S. fencing, plants, lawn etc., trespassing, unauthorized construction, encroachment, incident in lake & wild-life, birds, and riots etc. on site.
12. The workers 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 Dy. Director (Hort.) to obtain his approval. DDA reserves the right to accept or reject the worker if considered necessary, before giving such approval.
13. The DDA reserves the right to ask Contractor to remove any of his employees, without assigning any reasons/notice thereof. The Officer In-Charge (Hort.) shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Officer In-Charge (Hort.) to be undesirable. Such person shall not be employed again at works site without the written permission of the Officer In-Charge (Hort.) and the persons so removed shall be replaced as soon as possible by competent substitutes.
14. The 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.
15. The Contractor will pay wages to his workers and observe hours of the work and condition of employment as per applicable rules and Labour laws 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 or required under the Labour Act. The Contractor shall make payment to the workers by NEFT/RTGS in their Bank account.
16. The contractor shall abide by all applicable laws including all Labour 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.
17. 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.
18. All labour liabilities will be borne by the contractor during maintenance period. DDA will not have any responsibilities of the deployed labour. The contractor will pay compensation to the labour for any miss-happening occurred during the execution of work.
19. That the contractor 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.
20. DDA is not responsible for any litigation with labour in any Court of Law. The contractor will settle the matter at his own risk and cost with the worker engaged by him. The Agency will indemnify to DDA all expenditure incurred in the litigation, if DDA is dragged into any litigation for any fault/default of Agency.
  21. The duration of the contract will be one year from the date of award of work and the same may be extended on year to year basis for maximum up to three year (additional two years i.e. one + one = total two years) on the basis of satisfactory performance duly certified by the respective Dy. Director(Hort.). The Fresh agreement shall be executed at the time of each extension. If the extension is to be given, the contractors shall submit his consent at least three month in advance from the expiry of the tender/agreement to ensure that there is no discontinuation of workforce.
  22. If any defect and damage 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.
  23. 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 and debarred for two years.
  24. The 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 and debarred for two years.
  25. 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.
  26. DDA will have the full right to direct its concerned DDA staff to check, search or examine any or all of the employees, agents or representatives of the Contractor including their belongings while entering / leaving the premises, if felt necessary, with the help of police.
  27. The 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.
  28. The employees of the Contractor shall not be allowed to put any labour hut in the premises.
  29. The attendance register should be maintained by the agency/contractor on work site, and to be verified on daily basis by the concerned SO(Hort.)/DDA and depicting the shortfall at site on every day basis. The intending bidders are intimated that attendance of Beldar/Mali engaged by the agency will mark their attendance daily on the attendance register.
  30. The contractor should see the worksite and assess the requirement before quoting his rates.
  31. The DDA reserves the right to cancel any tender without assigning any reason.
  32. **PSARA License:-** The agency should possess PSARA (Private Security Agency Regulation Act 2005) License issued by Ministry of Home Affairs and furnish a copy of registration with the tender. PSARA license should be valid till the last date of submission of tender.
  33. The agency shall be bound to follow the instructions notified by the Govt. of India under {Prohibition of Manual Scavenger and Rehabilitation (Act) 2013}.

34. Agency shall ensure that the wages to his workers are paid by the 10<sup>th</sup> day of the month, irrespective of his bills are paid by DDA or not.
35. If any security guard employed by the agency is found absent on a particular time and date, an amount @ Rs. 1000/-applicable per job shall be **recovered** from the agency's bill on this account.
36. The DDA is not responsible for any litigation with private security guards in Court of Law & agency will settle the matter on his own risk and cost.
37. Security guard deployed on patrolling in park premises should be providing the bi-cycle to security guards by agency on its own cost.