



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



सख्या. F54 (04) DD/Hort. III/DDA/2024-25/583

दिनांक: 22/06/24

To

M/s KUMAR CONSTRUCTION
J-281/28, GALI NO. 08, KARLAR NAGAR
DELHI-110053

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

M/o M.P.Green area Mango Orchard at Sayed Nangloi Ph-I, II & III.

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

Ref.: FDR/Bank Guarantee FDR A/c No. 43064218073 dated 15-06-2024 Amount Rs. 7,55,000/- From State Bank of India, Gamri Road Ghonda, East Delhi, Shahdara N.D. 110053

दि.वि.प्रा की ओर से उपर्युक्त कार्य के लिए आपके द्वारा उद्धृत मद/प्रतिशत दर निविदाएं निम्नानुसार स्वीकार की गई हैं:-

| | | |
|---------------------|---|--|
| अनुमानित लागत | : | ₹ 16755413.00/- |
| ठेकेदार उद्धृत राशि | : | ₹ 15079872.00/- |
| स्वीकृत निविदा राशि | : | ₹ 15079872.00 (₹ एक करोड़ पचास लाख उनासी हजार आठ सौ बहत्तर केवल) |
| निविदा का प्रतिशत | : | 10.00% (अनुमानित लागत से नीचे). |
| समय की अनुमति | : | 12 महीने |

खंड (clause)-12 के प्रयोजन हेतु ली जाने वाले मद/कार्य डी.एस.आर-2020/बाजार दरों के आधार पर 10.00% नीचे है। आपसे अनुरोध है आप इस कार्यालय में ₹ 100/- के गैर-न्यायिक स्टाम्प पेपर के साथ इस पत्र के जारी होने की तारीख से दस (10) दिनों के भीतर औपचारिक समझौते पर हस्ताक्षर करने के लिये उपस्थित हों अन्यथा कार्य की स्वीकृति के वापस लेने की संभावना है, और बयाना राशि पूरी जब्त कर ली जाएगी। अतः आपको अनुरोध है कि आप इस कार्यालय के सह. निदेशक-III से संपर्क करें तथा कार्य शीघ्र प्रारंभ करें। कृपया ध्यान दें, इस कार्य को करने की अवधि जैसा की निविदा पत्र में दर्शाया है, इस आदेश पत्र के जारी होने के दसवें दिन के बाद से मानी जाएगी। आपका दिनांक 20/06/2024 को लिखित पत्र समझौते का हिस्सा होगा।

उप. निदेशक (उद्यान)
उद्यान खण्ड-3, दि.वि.प्रा

Copy to:

1. Director (Hort.) NW, DDA
2. Dy. Director (QC) III, DDA.
3. A.O. (W) II, DDA.
4. A.O. (CAU) Hort., DDA.
5. Dy. Dir. Hort. II, V, VIII & Dwarka, DDA.
6. Income Tax Commr. W No. _____ New Delhi.
7. A.D.-III & AD(P), 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


उप. निदेशक (उद्यान)
उद्यान खण्ड-3, दि.वि.प्रा

Authority: HD-III

- k: M/o complete scheme of N/A- II under SWZ
- l: M/o M P Green area Mango Orchard at Sayed Nangloi Ph - I, II & III
- j: Complete maintenance of entire garden features, lawn, Woodland & cleaning sweeping of path etc. at site for 12 months

Act No: 011-20896242, NIT No. 16/DD/Hort.-III/DDA/2024-25 E.C Rs. 1,67,55,413/-

| KUMAR CONSTRUCTION | | | | | | | |
|--|--|------------|----------------|---|-----------------------|--|---|
| PRICE SCHEDULE | | | | | | | |
| This schedule may be modified/replaced by the bidder and the same should be uploaded after filling the relevant 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 In Rs. P | TOTAL AMOUNT In Words | |
| 1 | 2 | 4 | 5 | 6 | 53 | 55 | |
| 1 | Complete maintenance of the entire garden features having as per yard stick in the garden area i.e. lawn trees, shrubs, herbs, edge, flower beds, foliage, creepers etc. including hoeing, weeding, pruning, replacement of plants, gap filling, watering, mowing of lawn, grass cutting by lawn mower 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 mower and brush cutter with fuel and other T & P material/articles shall be provided by the contractor) and as per direction of officer in charge). @ one mali/1.5 Acre (4.8/1.5= Rs 3.2). Total Lawn Area = 77.63 acre x 4047 sqm= 314168.61 sqm x 12 month= 3770023.32 sqm say 3770023 sqm. | 3770023.00 | Per sqm/ Month | 3.49 | 13157380 | INR One Crore Thirty One Lakh Fifty Seven Thousand Three Hundred & Eighty Only | |
| 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 provided by the department and brush cutter with fuel, other T&P material/articles shall be provided by the contractor. As per yard stick 1 Mali= 5.00 acre. Total woodland area= 53.30 x 4047= 215705.10 x12 month= 2588461.20 say 2588461 sqm. | 2588461.00 | Per sqm/ Month | 1.02 | 2640230 | INR Twenty Six Lakh Forty Thousand Two Hundred & Thirty Only | |
| 3 | Cleaning and Sweeping of Lawn / Garden area and keep it neat and clean by mechanized method/ manually, remove litter,debnies, picking of leaves, papers, plastic bottles etc. including disposal of collected waste in dustbin/ designated place, as per direction of officer -in- charge (All T & P, materials/articles shall be provided by the contractor.). Total sweeping area: 5.75 acre x 4047 = 23270.25 sqm x 12 Month= 279243 sqm @1 Mali Per 1.5 Acre | 279243.00 | Per sqm/ Month | 3.43 | 957803 | INR Nine Lakh Fifty Seven Thousand Eight Hundred & Three Only | |
| Total in Figures | | | | | 16755413 | One Crore Sixty Seven Lakh Fifty Five Thousand Four Hundred & Thirteen Only | |
| Quoted Rate in Figures | | | | Less (-) | 10.00% | 15079872 | INR One Crore Fifty Lakh Seventy Nine Thousand Eight Hundred & Seventy Two Only |
| Quoted Rate in Words | | | | INR One Crore Fifty Lakh Seventy Nine Thousand Eight Hundred & Seventy Two Only | | | |


 Dy. Director (Hort.)
 Hort. Division-3
 D.D.A

TERMS AND CONDITIONS

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

M/o M.P. Green area Mango Orchard at Sayed Nangloi Ph.- I, II & III.

Sub Head: Complete maintenance of entire garden features, lawn, Woodland & cleaning sweeping of path etc. at site for 12 months.

Condition: -

1. The agency would provide average **63.24** of unskilled and **03** skilled manpower/Man days daily in a month, as per yardstick.
2. However, if the agency provides any advance High-Tech Machine in addition to the routine machinery mentioned in the relevant Schedule of NIT, the corresponding Manpower/ Man days to the work done can be reduced to the maximum extent of twenty per cent (20%). A List of such machinery shall be submitted by the agency before the commencement of the work. The feasibility and efficiency of such machines shall be assessed by the committee of concerned Dy. Director, Asstt. Director and Sectional Officer and submitted for approval of the Director.
3. Further, there can be a variation in requirement of workforce to the extent of ten per cent (increase in the rainy season i.e., months of July-August and decrease in the winter season i.e., months of December and January) depending upon the site requirements but the total number of Man days will remain the same in a year as a whole. The billing will be processed as per the actual No. of workers for the particular month.
4. If the agency quotes **10%** rate of the lowest Estimate cost of bid will not be considered and will be rejected. EMD will be forfeited.
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 skilled worker shall have at least 10 years of work experience in Horticulture in any government/Semi government Organization or Nursery registered by government. The 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.
7. The contractor shall not engage any un-skilled worker below 18 years and above 55 years.
8. 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.
9. 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.
10. 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

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DDA-3


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' times.

11. **In case the agency opts for the Para (2) referred above the reimbursable amount of ESI/EPF/ECR etc. and difference of minimum wages under Clause 10(c) of NIT, shall be admissible as per actual workers engaged by the agency for the work.**
12. 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 the 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.
13. 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 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.
14. 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.
15. All labour liabilities will be borne by the contractor during maintenance period. DDA will not have any responsibilities of the deployed labour.
16. That the contractor shall comply with the statutory provisions of Contract Labour (Regulations & Abolition) Act, 1970; Employee 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, 193 Maternity Benefit Act and/ or any other Rules/ Regulations and/ or Statutes that may be applicable to them.
17. 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.
18. 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.
19. **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 two years (additional one year's 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 months in advance from the expiry of the tender/agreement to ensure that there is no discontinuation of workforce.**
20. The contractor shall 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.
21. If any defect and damage occur 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.
22. 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.

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shall be

- 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.
24. 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.
 25. 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, if felt necessary, with the help of police.
 26. 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 c representatives or employees while rendering the said services which will be recovered from the Contractor.
 27. The employees of the Contractor shall not be allowed to put any labour hut in the premises.
 28. All Tools and Plant (T&P) and the fuel for running the machinery shall be arranged by the agency in advance before the start of the work (as per NIT Schedule). 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 at the rates as mentioned in the list (at **para 37** below), will be made from his monthly bill.
 29. All materials inputs such as Chemical Fertilizers, Pesticide/Insecticide/Fungicide, Red Bajri, Good Earth, Earth, Cattle Dung Manure, Jamuna Sand, Anti Bird Net, Seeds and Seedling etc. shall be supplied by the Department.
 30. 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.
 31. The expenditure incurred by agencies on account of I-cards and two aprons per worker shall also be reimbursed @ Rs 600/-once in a year.
 32. No worker will be allowed to enter at the site without identity card & apron, and shall be treated as absent.
 33. A provision of Aprons for manpower engaged for maintenance work and sweeping/cleaning is to be made in the bid document.
 34. The work will be carried out as per latest CPWD specifications or as directed by Officer In-charge.
 35. The contractor should see the worksite and assess the requirement before quoting his rates.
 36. The rate should be quoted in both words and figures, including all applicable taxes.
 37. The undersigned reserves the right to cancel any tender without assigning any reason.
 38. Minimum recovery rate for supplying of short manpower and T&P items in violation of terms and conditions.

| Sr. No | Description of items | Rate of Recovery |
|--------|--|-----------------------------|
| 1. | Short supply of manpower | Rs. 1000 per worker per day |
| 2. | Non-supply or out of order of the lawn mower | Rs. 1500 per day |
| 3. | Non-supply or out of order of the Brush cutter/Hedge Trimmer | Rs. 500 per day |
| 4. | Non-supply or out of order Minor T&P | Rs. 200 per day |


22.06.24
Dy. Director(Hort.)-III/DDA