

**DELHI DEVELOPMENT AUTHORITY
OFFICE OF THE DY. DIRECTOR HORT. DIV. No. VIII
B2-B JANAKPURI NEW DELHI 110058.**

No. F40 (04)/2025-26/HD-8/DDA/ 756

Date 26/8/25

To,

M/s Maha Veer Construction Co.,
F-29, Jeewan Park, Uttam Nagar,
West Delhi, Delhi-110059.

Sub: - Letter for commencement of work.

Ref.: - NIT No. : 08/Dy. Director/Hort.VIII/DDA/2025-26
Gem Bid No. : GEM/2025/B/6348360
Sanction Order No.511687753866125 dated 19.08.2025

Name of work: M/o complete scheme of N.A. - I Hort. Zone M/o various schemes under Horticulture Division-VIII.

Sub Head : Annual job contract for hiring of manpower under the jurisdiction of Horticulture Division-VIII, DDA.

Name of Schemes:

- i) Park and woodland at Bhooli Bhatiyari.
- ii) Staff Quarter Rajender Nagar.
- iii) Rock Garden E5 to E10 Patel Nagar.
- iv) Park & Lake at Parsad Nagar.

Estimated Cost : Rs. 81,32,237.00

Bid Amount : Rs.78,26,307.61/-

Accepted Bid Amount : Rs.78,26,308/-, (₹ Seventy-eight lac twenty-six thousand three hundred eight only.)

Time Allowed : 12 Months

Your bid for the above-mentioned work has been accepted by DDA with your bid amount of Rs.78,26,308/-, (₹ Seventy-eight lac twenty-six thousand three hundred eight only.)

You are requested to attend to this office to sign the agreement along with non-judicial stamp paper worth Rs. 100/-. You are further directed to contact the A.D.-III of this office and start the work as per the terms & conditions of the bid documents. The time allowed for execution of the work will be 12 Months.

Copy to:

1. Director (Hort.) HC-2/DDA
2. Dy. Director (QC) Hort., DDA
3. A.O. (W) II, DDA
4. A.O. (CAU) Hort., DDA
5. A.D.-III / Hort. VIII, DDA
6. Agreement File.
7. Director (System) DDA website www.dda.org.in

(Chahal Singh)

Dy. Director (Hort.)-VIII
DDA

(Chahal Singh)

Dy. Director (Hort.) VIII

Sanction Order

Sanction No: 511687753866125
Sanction Date: 19-Aug-2025

Sanction of the competent authority is hereby conveyed for incurring an expenditure of amount as under towards the cost of Purchase order/Contract placed on the Seller for Supply of Goods/Services as per the contract for making payment to the Seller subject to deduction of TDS as applicable:

Organisation Details	Buyer Details
Type: Central Autonomous Ministry: Ministry of Urban Development Department: URBAN DEVELOPMENT DEPARTMENT Organisation Name: Delhi Development Authority Office Name: North West Delhi	Name: Chohal Singh Designation: CHOHAL SINGH Email ID: chohal.singh245@dda.gov.in GSTIN: Address: OFFICE OF DY. DIRECTOR HORTICULTURE DIVISION 8, B-2 JANAKPURI DELHI West Delhi DELHI - 110058

Financial Approval Detail
Designation of official providing Administration approval: PC Horticulture IFD Concurrence / Competent Authority (HOD / Head of Office) Approval Required? YES Budget availability YES Designation of official providing Financial approval: PC Horticulture Designation Function/Budget Head of Account: NA IFD/Competent Authority Diary No: 97379 IFD/Competent Authority Diary Date: 2025-08-18 Financial Year: NA DDO: NA PD Code: NA Grant No: NA

Seller Details
Company Name: MAHA VEER CONSTRUCTION CO. Email ID: ranagroup78@gmail.com Address: MAHA VEER CONSTRUCTION CO. West Delhi DELHI - 110059

#	Services	Ordered Quantity	Price per Quantity	Contract Period	Billing Cycle	Est. Amount
1	Horticulture Service - Manpower Based Model - Maintenance of Garden/Lawn/Field/Nursery/Park, As per NIT Documents; General Maintenance of Plant (Mowing, Strimming, Laying, Sweeping, Watering, Weeding), Applying Fertilizers, Applying Pesticides, Trimm..	24	310311.9624999999	Start Date: 01.09.2025 00:00 End Date: 31.08.2026 00:00	monthly	7447487.099999998
2	Horticulture Service - Manpower Based Model - Maintenance of Garden/Lawn/Field/Nursery/Park, As per NIT Documents; General Maintenance of Plant (Mowing, Strimming, Laying, Sweeping, Watering, Weeding), Applying Fertilizers, Applying Pesticides, Trimm..	1	378820.51	Start Date: 01.09.2025 00:00 End Date: 31.08.2026 00:00	monthly	378820.51
Total Order Value (in INR)						7826307.609999998

S.No	Consignee	Service-Name	Service-Details	Quantity
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S.No	Consignee	Service-Name	Service-Details	Quantity
1	Chohal Singh chohal.singh245@dda.gov.in OFFICE OF DY. DIRECTOR HORTICULTURE DIVISION 8, B-2 JANAKPURI DELHI West Delhi DELHI - 110058	Horticulture Service - Manpower Based Model - Maintenance of Garden/Lawn/Field/Nursery/Park, As per NIT Documents; General Maintenance of Plant (Mowing, Strimming, Laying, Sweeping, Watering, Weeding), Applying Fertilizers, Applying Pesticides, Trimm..	<p>Total Area In Sqm. : 372000 Total no. of working days in a month 26 : Bonus (In % of Basic Pay) : 0 EDLI (In % of Basic Pay) : 0 EPF (In % of Basic Pay) : 0 ESI (In % of Basic Pay) : 0 Monthly Wage/ Remuneration 20358 : Non Mandatory compliance 1 (Absolute Value / Amount) : 203.58 Non Mandatory compliance 2 (Absolute Value / Amount) : 540.67 Non Mandatory compliance 3 (Absolute Value / Amount) 0 : Provident Fund (In % of Basic Pay) 0 : Deployment of Machines in months 12 : Contract Period in Months : 12 Type of Horticulture service : Maintenance of Garden/Lawn/Field/Nursery/Park, As per NIT Documents Scope of Work : General Maintenance of Plant (Mowing, Strimming, Laying, Sweeping, Watering, Weeding), Applying Fertilizers, Applying Pesticides, Trimming & Pruning, Landscaping, Cleaning & Painting of Potted Plants, As per NIT Documents Profiles : Gardner (Mall) Skill Category : Unskilled Educational Qualification : Not required Experience : 0 to 3 Years Certifications/Training/ Membership Not required : Flower Seeds : Fruit Seeds : Grass Seeds : Herb Seed : Vegetable Seeds : Mulch : Fruit : Vegetable : Herb : Bonsai : Bamboo : Flower : Foliage : Shrub : Succulent : Electric Lawn Mover : Manual Lawn Mover : Water Pump : Blower : Tractor : Hedge Cutter : Chain Saw : Trimmers : Irrigation System : Telescopic pole pruner : Electric brush cutter : Concrete Pots/Container - 6 Inches : Concrete Pots/Container -12 Inches : Terra-Cotta Pots/Container - 6 Inches : Terra-Cotta Pots/Container - 12 Inches : Fiber glass Pots/Container - 6 Inches : Fiber glass Pots/Container - 12 Inches : Grass carpet :</p>	24

S.No	Consignee	Service-Name	Service-Details	Quantity
		Horticulture Service – Manpower Based Model - Maintenance of Garden/Lawn/Field/Nursery/Park, As per NIT Documents; General Maintenance of Plant (Mowing, Strimming, Laying, Sweeping, Watering, Weeding), Applying Fertilizers, Applying Pesticides, Trimm..	<p>Total Area In Sqm. : 372000 Total no. of working days in a month 26 : Bonus (In % of Basic Pay) : 0 EDLI (In % of Basic Pay) : 0 EPF (In % of Basic Pay) : 0 ESI (In % of Basic Pay) : 0 Monthly Wage/ Remuneration 25506 : Non Mandatory compliance 1 (Absolute Value / Amount) : 255.06 Non Mandatory compliance 2 (Absolute Value / Amount) 0 : Non Mandatory compliance 3 (Absolute Value / Amount) 0 : Provident Fund (in % of Basic Pay) 0 : Deployment of Machines in months 12 : Contract Period in Months : 12 Type of Horticulture service : Maintenance of Garden/Lawn/Field/Nursery/Park, As per NIT Documents Scope of Work : General Maintenance of Plant (Mowing, Strimming, Laying, Sweeping, Watering, Weeding), Applying Fertilizers, Applying Pesticides, Trimming & Pruning, Landscaping, Cleaning & Painting of Potted Plants, As per NIT Documents Profiles : Supervisor Skill Category : Skilled Educational Qualification : Secondary Experience : 7 to 10 Years Certifications/Training/ Membership : Supervisor Certification as per NSQF or equivalent Flower Seeds : Fruit Seeds : Grass Seeds : Herb Seed : Vegetable Seeds : Mulch : Fruit : Vegetable : Herb : Bonsai : Bamboo : Flower : Foliage : Shrub : Succulent : Electric Lawn Mover : Manual Lawn Mover : Water Pump : Blower : Tractor : Hedge Cutter : Chain Saw : Trimmers : Irrigation System : Telescopic pole pruner : Electric brush cutter : Concrete Pots/Container - 6 Inches : Concrete Pots/Container -12 Inches : Terra-Cotta Pots/Container - 6 Inches : Terra-Cotta Pots/Container - 12 Inches : Fiber glass Pots/Container - 6 Inches : Fiber glass Pots/Container - 12 Inches : Grass carpet :</p>	1

Terms & Conditions

- 1. This issues under the power delegated to Ministries/Department of the Government of India/organization/state vide Annexure to schedule V of the Delegation of Financial Power Rules, 1978 as amended from time to time or as per applicable delegation of financial power rules as approved and amended time to time by the competent authority of the buyer organization.

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687753866125

अनुबंध तिथि | Contract Generated Date : 19-Aug-2025

बोली/आरप/पीबीपी संख्या | Bid/RA/PBP No.: GEM/2025/B/6348360

संगठन विवरण | Organisation Details

प्रकार | Type : Central Autonomous
मंत्रालय | Ministry : Ministry of Urban Development
विभाग | Department : URBAN DEVELOPMENT DEPARTMENT
संगठन का नाम | Organisation Name : Delhi Development Authority
कार्यालय क्षेत्र | Office Zone : North West Delhi

खरीदार विवरण | Buyer Details

पद | Designation : CHOHAL SINGH
संपर्क नंबर | Contact No. : -
ईमेल आईडी | Email ID : chohal.singh245@dda.gov.in
जीएसटीआईएन | GSTIN : -
पता | Address : OFFICE OF DY. DIRECTOR HORTICULTURE DIVISION 8, B-2 JANAKPURI DELHI, West Delhi, DELHI-110058, India

वित्तीय स्वीकृति विवरण | Financial Approval Detail

आईएफडी सहमति | IFD Concurrence : Yes
प्रशासनिक अनुमोदन का पदनाम | Designation of Administrative Approval : PC Horticulture
वित्तीय अनुमोदन का पदनाम | Designation of Financial Approval : PC Horticulture

भुगतान प्राधिकरण विवरण | Paying Authority Details

Role : PAO
भुगतान का तरीका | Payment Mode : Offline
पद | Designation : VIKAS KUMAR
ईमेल आईडी | Email ID : vikas.kumar401@dda.gov.in
जीएसटीआईएन | GSTIN : 07AAALD0031A1Z7
पता | Address : CSC MARKET SANJAY ENCLAVE JAHANGIRPURI, North West delhi, DELHI-110088, India

परिचाली विवरण | Consignee Details

क्र.सं. S.No	परिचाली नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : - ईमेल आईडी Email ID : chohal.singh245@dda.gov.in जीएसटीआईएन GSTIN : - पता Address : OFFICE OF DY. DIRECTOR HORTICULTURE DIVISION 8, B-2 JANAKPURI DELHI, West Delhi, DELHI-110058, India	Horticulture Service – Manpower Based Model - Maintenance of Garden/Lawn/Field/Nursery/Park, As per NIT Documents; General Maintenance of Plant (Mowing, Strimming, Laying, Sweeping, Watering, Weeding), Applying Fertilizers, Applying Pesticides, Trimm.. Horticulture Service – Manpower Based Model - Maintenance of Garden/Lawn/Field/Nursery/Park, As per NIT Documents; General Maintenance of Plant (Mowing, Strimming, Laying, Sweeping, Watering, Weeding), Applying Fertilizers, Applying Pesticides, Trimm..

सेवा प्रदाता विवरण | Service Provider Details

जैन विक्रेता आईडी | GeM Seller ID : LUG5250013027780
कंपनी का नाम | Company Name : MAHA VEER CONSTRUCTION CO.
संपर्क नंबर | Contact No. : 08383827174
ईमेल आईडी | Email ID : ranagroup78@gmail.com
पता | Address : F 29, JEEWAN PARK, UTTAM NAGAR DK MOHAN GARDEN, NEW DELHI, West Delhi, DELHI-110059, -
एमएसएमई पंजीकरण संख्या | MSME Registration number : UDYAM-DL-10-0036906
जीएसटीआईएन | GSTIN : 07AHLPR0706L1Z3 (R)

खरीदार द्वारा सत्यापित एमएसएमई स्थिति | MSME Status as verified by buyer : Verified

एमएसएमई सामाजिक श्रेणी | MSE Social Category : General
एमएसएमई लिंग श्रेणी | MSE Gender : Male

* जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

सेवा विवरण | Service Details

सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 01-Sep-2025

सेवा समाप्ति तिथि | Service End Date : 31-Aug-2026

श्रेणी नाम | Category Name : Horticulture Service – Manpower Based Model

बिलिंग चक्र | Billing Cycle: monthly

विवरण Description		Number of Resources	Percentage of service charge on monthly cost (Inclusive of GST)
Type of Horticulture service	Maintenance of Garden/Lawn/Field/Nursery/Park, As per NIT Documents		
Scope of Work	General Maintenance of Plant (Mowing, Strimming, Laying, Sweeping, Watering, Weeding), Applying Fertilizers, Applying Pesticides, Trimming & Pruning, Landscaping, Cleaning & Painting of Potted Plants, As per NIT Documents		
Profiles	Gardner (Mali)		
Skill Category	Unskilled		
Educational Qualification	Not required		
Experience	0 to 3 Years		

Certifications/Training/ Membership	Not required	24	3.85
Total Area In Sqm.	372000		
Total no. of working days in a month	26		
Bonus (In % of Basic Pay)	0		
EDLI (In % of Basic Pay)	0		
EPF ((In % of Basic Pay)	0		
ESI (In % of Basic Pay)	0		
Monthly Wage/ Remuneration	20358		
Non Mandatory compliance 1 (Absolute Value / Amount)	203.58		
Non Mandatory compliance 2 (Absolute Value / Amount)	540.67		
Non Mandatory compliance 3 (Absolute Value / Amount)	0		
Provident Fund (In % of Basic Pay)	0		
Deployment of Machines In months	12		
Contract Period in Months	12		
कुल रकम (रुप) Total Amount (Formula) : ((((Monthly Wage/ Remuneration)+(ESI (In % of Basic Pay)+EPF ((In % of Basic Pay)+Provident Fund (In % of Basic Pay)+EDLI (In % of Basic Pay)+Bonus (In % of Basic Pay))* (Monthly Wage/ Remuneration)/100)+Non Mandatory compliance 1 (Absolute Value / Amount)+Non Mandatory compliance 2 (Absolute Value / Amount)+Non Mandatory compliance 3 (Absolute Value / Amount))*1.18*Number of Resources*Contract Period In Months)*(1+Percentage of service charge on monthly cost(Inclusive of GST/100))			
ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)		7447487.1	
कुल ऐडऑन मूल्य Total Addon Value(INR)		0	
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)		7447487.1	
अतिरिक्त जानकारी Additional Details			
• DESIGNATION : Gardner			
• Title for Non Mandatory compliance 1 : Water Charges			
• Title for Non Mandatory Compliance 2 : Sunderis V/c T&P			
• Title for Non Mandatory Compliance 3 : NA			
श्रेणी नाम Category Name : Horticulture Service – Manpower Based Model			
बिलिंग चक्र Billing Cycle: monthly			
विवरण Description		Number of Resources	Percentage of service charge on monthly cost(Inclusive of GST)
Type of Horticulture service	Maintenance of Garden/Lawn/Field/Nursery/Park, As per NIT Documents	1	3.85
Scope of Work	General Maintenance of Plant (Mowing, Strimming, Laying, Sweeping, Watering, Weeding), Applying Fertilizers, Applying Pesticides, Trimming & Pruning, Landscaping, Cleahing & Painting of Potted Plants, As per NIT Documents		
Profiles	Supervisor		
Skill Category	Skilled		
Educational Qualification	Secondary		
Experience	7 to 10 Years		
Certifications/Training/ Membership	Supervisor Certification as per NSQF or equivalent		
Total Area In Sqm.	372000		
Total no. of working days in a month	26		
Bonus (In % of Basic Pay)	0		
EDLI (In % of Basic Pay)	0		
EPF ((In % of Basic Pay)	0		
ESI (In % of Basic Pay)	0		
Monthly Wage/ Remuneration	25506		
Non Mandatory			

compliance 1 (Absolute Value / Amount)	255.06		
Non Mandatory compliance 2 (Absolute Value / Amount)	0		
Non Mandatory compliance 3 (Absolute Value / Amount)	0		
Provident Fund (in % of Basic Pay)	0		
Deployment of Machines in months	12		
Contract Period in Months	12		

कुल राशि (रुप) | Total Amount (Formula) :

(((((Monthly Wage/ Remuneration)+(ESI (in % of Basic Pay)+EPF ((in % of Basic Pay)+Provident Fund (in % of Basic Pay)+EDLI (in % of Basic Pay)+Bonus (in % of Basic Pay))* (Monthly Wage/ Remuneration)/100)+Non Mandatory compliance 1 (Absolute Value / Amount)+Non Mandatory compliance 2 (Absolute Value / Amount)+Non Mandatory compliance 3 (Absolute Value / Amount))*1.18*Number of Resources*Contract Period in Months)*(1+Percentage of service charge on monthly cost(inclusive of GST/100))

ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)	378820.51
कुल ऐडऑन मूल्य Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)	378820.51

अतिरिक्त जानकारी | Additional Details

- DESIGNATION : Gardner Supervisor
- Title for Non Mandatory compliance 1 : Water Charges
- Title for Non Mandatory Compliance 2 : NA
- Title for Non Mandatory Compliance 3 : NA

अनुबंध की राशि | Amount of Contract

सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	7826307.61
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एसएलए विवरण | SLA Details

Service Level Agreement
for
Horticulture Service - Manpower Based Model

1. Agreement Overview

This Agreement represents a Special Terms and Conditions (STC) and Service Level Agreement (SLA) between the Buyer and Horticulture Service Provider. The purpose of this agreement is to facilitate implementation of Horticulture Service – Manpower Based Model on the Buyer's premises or any other premises designated by Buyer. This Agreement outlines the scope of work, Buyer's obligations, special terms and conditions related to Service delivery and payment of Services for mutual understanding of the stakeholders. The Agreement remains valid till completion of scope of Services or end of Contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.

The Services Contracts placed through GeM shall be governed by following set of Terms and Conditions:

- General terms and conditions for Services;
- Service Specific STC of the Services Contracts shall include the Service level agreement (SLA) for the Service;
- BID / Reverse Auction specific ATC.

The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersedes GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and Service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider.

2. Objectives and Goals

The objective of this agreement is to ensure that all the commitments and obligations are in place to ensure consistent delivery of Services to Buyer by Service Provider. The goals of this agreement are to:

- Provide clear reference to Service ownership, accountability, roles and responsibilities of both parties.
- Present a clear, concise and measurable description of Services offered to the Buyer.
- Establish terms and conditions for all the involved stakeholders, It also includes the actions to be taken in case of failure to comply with conditions specified.
- To ensure that both the parties understand the consequences in case of termination of Services due to any of the stated reasons.

The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified on mutual consent of the stakeholders.

3. Parties to Agreement

The main stakeholders associated with this agreement are below-

- Buyer:** Buyer is responsible to provide clear Instructions, approvals and timely payments for the Services availed
- Service Provider:** Service Provider is responsible to provide all the required Services in timely manner. Service Provider may also include Seller, any authorized agents,

assignees, successors and nominees as described in the agreement.

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses Service level/ deductions in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders have read and understood the same before signing the document.

4. Scope of Services

The scope of services requires the Service Provider/Service Provider to provide Horticulture Services which encompasses rendering services to maintain and develop a garden, plantation and keep the property green using appropriate services depending upon the Buyer's requirement. The Service Provider would be required to provide enough and qualified manpower, capable of supporting the functioning of the project/ department in a manner desired by the Buyer. The services shall be rendered as per the agreement signed between the parties which may be required for one or more locations.

Buyers of this service will have the option to choose the desired manpower based on type of function, educational qualification, work experience, skill categories as per their requirement. Buyer will also provide additional details like duration of requirement, number of manpower required etc. Service Providers will quote price as per the given service parameters.

5. Terms and Conditions

5.1 Buyers Obligations

1. The Buyer shall assign a point of contact for the Service Provider, who shall manage and co-ordinate all the Service Provider related issues/requirements.
2. The Buyer shall define penalties, feedbacks, comprehensive SLA, etc. to ensure the timely and quality delivery of Service.
3. In case of any change in the Applicable Law with respect to taxes and duties, then the remuneration and reimbursable expenses payable to the Service Provider shall be increased or decreased accordingly by the Buyer under this Contract.
4. The Buyer shall provide water and power required for the Works free of cost at one point. However, the Service Provider shall arrange distribution of the same at its own cost and charges.
5. Buyer should provide free access to all parts of designated area (Garden/Lawn/Field/Nursery/Park) for the purpose of development, maintenance, inspection, treatment or surveillance as per the scope of work.
6. In case, the Buyer has not included consumables in the Contract, then Buyer shall provide consumable materials as and when required for the work, such as good earth, manure, fertilizers, insecticides, pesticides, seasonal seeds, seedling and plants.
7. The Buyer shall monitor standard of Service with respect to delay in delivery, damage to property during delivery, use of unapproved technique and chemicals and manpower to deliver the Service.
8. The Buyer through its authorized representative, reserves the right of altering the specifications of works of adding to or omitting any items of work or of having portions of the same carried out in the premises by others and such alterations and variations shall not violate this Contract.
9. The Buyer shall also arrange necessary gate/ entry pass to Buyer's premise/ designated premise for the manpower.
10. The Buyer should provide space for storage of machinery, tools, consumables, chemicals and any other equipment to the Service Provider.
11. The Buyer shall make necessary arrangements for use of basic facilities like water pots/ machines, washrooms etc. for manpower working at Buyer's premise/ designated premise.
12. The Buyer must immediately report to the designated representative of the Service Provider/onsite supervisor in case of any problems, complaints, incidents during the Contract period including any form of inappropriate behavior/ improper uniform by staff.
13. Price Variation Clause:

"It is advisable to include Price Variation Clause in the long term Contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the Service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term Contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

5.2 Service Provider Obligations

1. Service Provider shall ensure the level of Service required is of the highest professional standard and shall deliver the Service within stipulated time frame as agreed in the Contract. The delay in execution of Service shall attract penalties.
2. The Service Provider must ensure that the paths, fountains and other hard landscape features or structures, and furniture in the Buyer's premises, including electrical fittings and lights etc. are not damaged in any manner while carrying out landscape operations.
3. Except supply of free water by the Buyer in the designated area (Garden/ Lawn/ Field/ Nursery/ Park), all other inputs like fertilizer, sapling, seeds and all tools and implements used for growing flowers and plantation or for cutting grass and removing weeds, are to be supplied by the Service Provider and disposing off the wastes are to be borne by the Service Provider.
4. The Service Provider must engage one full time supervisor who preferably should be an experienced horticulturist.
5. The Service Provider shall ensure that all maintenance works related to the deployed machinery and tools will be carried out in off duty hours to minimize productivity losses.
6. The Service Provider should issue identity badges (as per approved format) to all his staff being engaged to carry out the work including the supervisor.
7. The Service Provider will depute one person from its own establishment for monitoring of the work and verification of daily attendance of the workers deployed by the Service Provider at the premises of the Buyer. The said deputed person will report to the designated officer of the Buyer for further conformation on daily basis or as per Buyer requirement. Further, such deputed person will be available as and when required for any verification.
8. The Service Provider shall be responsible for proper maintenance of all registers and records, make regular and full payment of labor charges/ salaries and other payments as per labor laws under minimum wages act and payment of wages.
9. The Service Provider shall have all the necessary permits/ licenses/ clearances/ certificates under the CIBRC and other applicable laws for use of insecticides/pesticides as part of the Service.
10. The Service Provider shall cover its personnel for personal accident and death whilst performing the duty and the Buyer shall own no liability and obligation in this regard.
11. The Service Provider shall take comprehensive Insurance cover, including third party unlimited liability, to insure against loss, damage, death or injury which may occur to any physical property or to any person which may arise out of the performance of the Contract or the machinery and equipment deployed by Service Provider. The Buyer shall not assume any liability in this regard.
12. The Service Provider will be responsible for the conduct and discipline of the manpower deployed by him at the Buyer's designated premises responsible for any breaches/violations committed by the persons.
13. During Sunday & other holidays, the Service Provider must deploy essential staff to ensure minimal maintenance, particularly for watering of pots and maintenance of nursery.
14. In case of exigency, Service Provider shall deploy the required number of staff beyond normal duty hours if directed so to carry out the works within the scope of agreement.
15. The Service Provider must ensure that unnecessary wastage of water does not occur at any time and must protect the irrigation fittings etc. from any damage due to mishandling or digging in the designated area (Garden/ Lawn/ Field/ Nursery/ Park). Any damage to existing irrigation system shall be made good by the Service Provider at his cost.

16. The Service Provider is obligated to use chemicals only certified by WHO, Central Insecticides Board and Bureau of Indian Standards (BIS)
17. The Service Provider shall be responsible for safe disposal of left Pesticides/ Fertilizers/ Other chemicals or other gardening materials or leftovers/other garbage produced in gardening, as per the norms of the user department/ local administration. Standard universal precautions to be followed while handling Pesticides/ Fertilizers/ Other chemicals used.
18. The Service Provider shall not appoint any Sub-Service Provider for the work assigned to him.
19. Service Provider shall be responsible for making good to the satisfaction of the Buyer any loss or any damage to all structures and properties within the park premises. If such loss or damage is due to fault and/or the negligence or willful acts or omission of the Service Provider, his employees, agents, representatives or sub- Service Providers, he shall make good the loss as assessed by the Buyer. In such a case, the Service Provider will be liable to replace the item at his own cost or the Buyer shall have the right to recover the loss from the Service Provider's monthly bill. The decision of the Buyer in this matter will be final.
20. The Service Provider must ensure timely payment of monthly salaries and all statutory entitlements to deployed manpower in compliance with the applicable laws and then submit the monthly bill along with documentary proofs (Invoice, Attendance Sheet, Salaries Payment Proof, etc.) for release of the payment from the Buyer.

5.3 Other Terms & Conditions (If Applicable)

Development and maintenance works

1. Plant materials shall be well formed and shaped true to type, and free from disease, insects and defects such as knots, windburn, injuries, abrasion or disfigurement.
2. All plant materials shall be healthy, sound, and vigorous, free from plant disease, insect pests or their eggs, and shall have healthy, well-developed root systems.
3. All plants shall conform to the requirements specified in the plant list, except that plants larger than specified may be used if approved but use of such plants shall not increase the Contract price.
4. Care shall be taken that the plant sapling when planted is not buried deeper than in the nursery, or in the pot.
5. Planting should not be carried out in waterlogged soil.
6. Replace the plants mortalities in case of natural plant death and due to negligence but not be held responsible to replace any plant/ tree/ grass/ mortality against damage done by natural calamities such as earthquake, Fire, Flood, and storm.
7. Topsoil or good earth shall be a friable loam, typical of cultivated topsoil of the locality containing at least 2% of decayed organic matter (humus). It shall be taken from a well-drained arable site. It shall be free of subsoil, stones, earth clods, sticks, roots or other objectionable extraneous matter or debris. It shall contain no toxic material.
8. The Service Provider will prepare and maintain flower beds, seasonal and perennial both and grow all varieties of summer and winter season flowers in the respective months. The flowerbeds should be thoroughly dug and prepared at least 3 to 4 weeks before actual plantation. Actual schedule of plantation of winter and summer seasonal flowers will vary as per the specific directions of the Buyer.
9. Newly planted trees must be held firmly although not rigidly by staking to prevent a pocket forming around the stem and newly formed fibrous roots being broken by mechanical pulling as the tree rocks.
10. Tree pits shall be dug a minimum of three weeks prior to backfilling. The pit sizes shall be as specified further herein. It shall be replaced with soil mixture as specified further herein. While digging the pits, the top- soil up to a depth of 30 cm may be kept aside, if found good (depending upon site conditions) and mixed with the rest of the soil. If the soil is bad below, it shall be replaced with the soil mixture as specified further herein. The bottom of the pit shall be forked to break up the subsoil.
11. No tree pits shall be dug until final tree positions have been pegged out for approval.
12. Positions of shrubs (to be planted) should be marked out in accordance with the planting plan. When shrubs are set out, precautions should be taken to prevent roots drying. Planting holes (of sizes as specified further herein) should be excavated for longer shrubs. Polythene and other non-perishable containers should be removed, and any badly damaged roots carefully pruned.
13. All areas to be planted with shrubs shall be excavated, trenched to a depth of 600 mm, refilling it with finely mixed good garden soil and excavated earth (after breaking the clods and mixing with sludge in the proper ratio. Backfill soil should be firmed as filling proceeds, layer by layer, care being taken to avoid damaging the roots.
14. Watering is to be done according to weather and stage of growth of plant. The Service Provider should allow for the adequate watering of all newly planted trees and shrubs immediately after planting and he shall during the following growing seasons, keep the plant material well-watered. Care must be taken to avoid over watering, however.
15. The maintenance of lawn should include weeding, trimming and pruning of grass by mowing with grass cutting machines, top dressing, using of manure, fertilizers, spraying of insecticides, pesticides, fungicides, weedicides, sweeping and watering etc. and patch work by planting the doh grass where dead.
16. The maintenance of trees, shrubs and creepers should include: the maintenance of all trees, shrubs and creepers by their manuring, watering hoeing, pruning and trimming, replacement of old dead one by one and to ensure enough supply of air and water. Circular diaries around the tree trunk are to be prepared. The creepers across wall are to be provided support by rope and other trees and shrubs by bamboo sticks as required.
17. The maintenance of hedges should include: their watering, hoeing of channels, pruning and trimming and replacing old and dead plants by planting the new saplings/cuttings dead/uprooted plants etc.
18. The Service Provider will trim/cut out the Hedges every month. The required frequency will be determined by the Buyer based upon the seasonality and may vary as per Buyer's directions.
19. Upon completion of planting work under the Contract all trees should be trimmed/pruned, and all injuries repaired where necessary. The amount of trimming/pruning shall be limited to the minimum necessary to remove dead or injured twigs and branches and to compensate for the loss of roots.
20. The Service Provider will mow the grass at regular intervals, i.e. at least once every after 15 days (twice in a month) or as stipulated by the Buyer and should not be allowed to over grow under any circumstances. The cutting of grass is required to be mowed up to soil level (1" growth) from soil level.
21. Organic manure shall be used wherever possible to maximize nutrient recovery.
22. Periodic / frequent and regular checks to be carried out for pests and diseases and in the event of infestation, prompt spraying of appropriate pesticide/fungicide etc. should be done in accordance with the manufacturer's instructions or as per the direction.
23. Service Provider should adhere to periodicity of spraying chemicals e.g. insecticides, pesticides, herbicides etc.
24. Weeds shall be removed with their roots and dumped away from planted areas. In some seasons, more weeding will be necessary, and weeding should be continued until areas are weed free. Only selective weed killers approved by Buyer in charge/competent authority shall be applied if desirable.
25. Light garden sweeping, removal and disposal of garden refuse and cut grass to a dumping place approved by the Buyer in charge/competent authority. No grass/ refuse to be left over night in the garden area.
26. Booming and cleaning of entire horticulture area including surrounding area on daily basis is assumed in scope of work.
27. The Service Provider shall place potted plants in the rooms and areas, as may be necessary for beautification of the Buyer's Premises including ornamental plants in lobbies, corridors, office rooms, reception rooms, waiting halls etc., as designated by Buyer in charge/competent authority of the Buyer, for which Service Provider would be entrusted with maintenance of horticulture work
28. The Service Provider will whitewash/Terracotta's of all the trees up to the height of 4 feet and 2 feet respectively once in a month, or as per the directions of the Buyer.
29. During special occasions such as Independence Day, Republic Day and any other major national/state holiday, the Service Provider will be responsible for floral decoration of the office.
30. Existing vegetation that is mentioned to be retained or as per direction should be protected from damage and maintained in good and effective conditions.
31. Service Provider should adhere to the descriptions and development conditions/guidelines for different varieties of fruits, flower and vegetables crops as prescribed by The Indian Institute of Horticultural Research (a subsidiary of Indian Council of Agricultural Research), including growth duration, soil type, seasonality, yield potential, blooming or harvesting cycles etc., for planning and implementing of horticultural practices ([Ref-https://www.iihr.res.in/varieties](https://www.iihr.res.in/varieties))

1. Collection, handling, segregation, transportation and disposal of waste may cause environmental degradation and nuisance. To prevent it, waste must be handled and disposed properly. As such, collection, handling, segregation, transportation and disposal of all waste shall be strictly managed by the Service Provider and all related costs shall be borne by him.
2. Training of staff should be undertaken by the Service Provider in order to increase awareness of waste management issues.

Safety, Security and Compliance

1. The Service Provider should deliver the Service within stipulated time frame as agreed in the Contract.
2. The supervisor and workers should be certified and should have valid license to perform such Service.
3. A mandatory, detailed contingency plan(s)/evacuation plan during the period chemical spraying and in the event of overdose of chemical spraying shall be provided by the Service Provider.
4. Inspection of quality by supervisors during the execution of Service by the staff should be regularized/ periodic.
5. The Service Provider shall employ only adult trained, efficient and responsible staff with good health and sound mind for providing required Services.
6. The manpower deployed for the Development and Maintenance of Horticultural Work should be enough, qualified and trained to carry out the Contracted scope of work and have the knowledge of safety procedures.
7. The Service Provider should ensure that his staff use proper safety measures while performing their duties to avoid any accidents
8. Smoking and chewing tobacco etc. is strictly prohibited during working hours. Any of the deployed staff for horticulture Services found smoking/chewing in the Buyer's premises shall be removed immediately and shall not be deployed again over the Contract duration.
9. The Service Provider shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed. The Buyer shall, in no way be responsible for settlement of such issues whatsoever.
10. No deployed manpower shall be allowed to stay in the Buyer's premise unnecessarily after working hours without Buyer's permission.
11. The personnel deployed shall undergo medical examination at the expense of the Service Provider to ensure that they are free from any communicable diseases and furnish medical examination certificate as and when called for by the Buyer.
12. The staff provided by the Service Provider shall not be deemed employees of the Buyer hence the compliance of the applicable labor laws and acts, i.e. the Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour (Regulation & Abolition) Central Rules, 1971 and other relevant laws will be the sole responsibility of the Service Provider and Buyer will in no way be responsible for any violation or liabilities in this regard
13. The Service Provider would be bound by the conditions about police verification of the deployed staff and their medical fitness. A verification report in respect of all the personnel of Service Provider from the concerned police station of concerned residential areas should be submitted and also list of employees with biodata of each employee posted to the Institute along with photo and thumb impression should be handed over to the designated officer of Buyer. Any changes should be informed immediately.

Defined Timelines

1. Service Provider shall adhere to the timelines in the Schedule of Work/Scope of Work provided by the Buyer in the Contract for carrying out the horticultural Service.
2. The daily normal working hours would be stipulated by Buyer and may vary as per the Buyer's directions and actual requirements.

Service Assumptions

1. The Service Provider shall not sublet any part of the Contract and shall be responsible and liable to deliver the Services as per the Contract.
2. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules and Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Buyer Department.
3. Only authorized staff of the Service Provider will be allowed entry at the premises of the Buyer on production of identity badge.
4. The Garden/Lawn/Field/Nursery/Park premises are the property of the Buyer and Service Provider is only permitted to enter and manage the premises as long the Contract remains valid.
5. Guarding/maintaining the Service Provider's machinery at Buyer's premises shall be the responsibility of Service Provider.
6. Service Provider will not use his machinery (when deployed at Buyer premises) or Buyer's machinery for any personal use or for any other activity not related to the scope of work under the Contract.
7. The Service Provider will be responsible for providing fresh flowers, where necessary, to the office rooms, lobbies, corridors, reception halls etc. as well as for the various events and functions organized directly by the Buyer.
8. The cost of the Contract shall be valid for initial Contract period. No price escalation, other than minimum wages revision, shall be entertained by the Buyer during the period.
9. Any violation of Contractual obligations by the Service Provider shall attract penalties, before imposing a deduction, the Buyer will provide 3 days prior notice to the Service Provider to make its representation. The Service Provider confirms and agrees that deduction whenever becomes payable, shall be deducted by the Buyer from the payments due to the Service Provider.

6. Payment Terms and Conditions

- 6.1 Payment shall be made once the Service Provider submits the invoice online on GeM alongwith other relevant documents and after generation of Service Delivery Acceptance Certificate (SDAC) by consignee for the submitted invoice.
- 6.2 All deductions (if applicable) will be accounted/deducted during SDAC generation before making the payments. Payment will be made through bank transfer only and in no circumstance cash/ cheque payment will be made.

7. Deductions / LD

In case of non-compliance of the standards of the Services to be provided as per this agreement, the Buyer would be at liberty to levy such deduction and terminate the Contract as per the conditions detailed out below:

Breach of SLA is defined as performance lower than requisite performance in this Agreement. The following conditions shall specify breach of Contract and Buyer shall have the right to immediately terminate the Contract and can also lead to blacklisting of Service Provider

1. Cumulative penalties reach 10% of the Contract value
2. Repeated breach of SLAs beyond 3 instances in the entire Contract period.
3. SubContracting or outsourcing of the Contract, in part or whole

Sr. No.	Description	Deduction for Breach			Remarks
		1 st Instance	2 nd Instance	3 rd Instance	

1.	Non-compliance of the Service Provider with respect to Scope of Work/Schedule of Work and Service Provider Obligations as per SLA	2% of monthly billing with cumulative deduction not exceeding 10% of the monthly bill	3% of monthly billing with cumulative deduction not exceeding 10% of the monthly bill	Contract may be cancelled in case of i) the cumulative deductions rise to 10% of the Contract value ii) repeated breach of any SLA beyond 3(three) instances as per Buyer discretion.
2.	Non-performance of the Service Provider with respect to with respect to Services Standards and Outcomes	2% of monthly billing with cumulative deduction not exceeding 10% of the monthly bill Immediate payment of Damages equivalent to the value of the article damaged/lost/theft and replacement of the same	3% of monthly billing with cumulative deduction not exceeding 10% of the monthly bill Immediate payment of Damages equivalent to the value of the article damaged/lost/theft and replacement of the same.	Contract may be cancelled in case of i) the cumulative deductions rise to 10% of the Contract value ii) repeated breach of any SLA beyond 3(three) instances as per Buyer discretion.
3.	Damage to Buyer's assets or equipment, caused by the Service Provider's staff	Immediate payment of Damages equivalent to the value of the article damaged/lost/theft. Replacement of damaged asset within 2 days	Immediate payment of Damages equivalent to the value of the article theft/ lost/ damaged. Replacement of employee within 2 days/ cancellation of Contract as decided by the Buyer depending on the gravity of the act.	Cancellation of the Contract with cancellation charges @ 10% of the order value
4.	Indiscipline/Breach of Code of Conduct i.e. quarreling, abusing, etc. between the Service Provider's staff, causing disturbance in the premises, use of intoxicants (alcohol, drugs smoking or eating tobacco in the premises during working hours etc.)	Rs. 150/- Warning/ counselling of staff as decided by the Buyer depending on the gravity of the act	Rs. 300/- Immediate replacement of employee within 2 days as decided by the Buyer	Rs. 500/- Immediate replacement of employee within 2 days as decided by the Buyer Deduction amount may vary at the Buyer's discretion depending on severity of default
5.	Absence/ non functionality of any required equipment	Rs. 150/- per day Warning Issued by Buyer	Rs. 300/- per day	Rs. 500/- per day Deduction amount may vary at the Buyer's discretion depending on severity of default
6.	In case of sub Contracting or outsourcing of the Contract, in part or whole.	Immediate replacement within 2 days/ cancellation of the Contract with cancellation charges @ 10%, as decided by the Buyer depending on the gravity of the act.	Cancellation of the Contract with cancellation charges @ 10% of the Contract value	Cancellation of the Contract with cancellation charges @ 10% of the Contract value

8. Amendment to Contract

During Service delivery period some conditions may occur when the Buyer and/ or Service Provider may require to amend the Contract, some of such conditions may be as followed-

8.1 Amendment of the Contract after event of Force Majeure: A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrongdoing, predictable/seasonal rain and any other events specifically excluded in the clause). In case of occurrence of such event which has affected either party directly to perform the agreed Services, the Contract can be amended. However, cause, evidence and nature of such effect shall be notified to the other party.

8.2 Amendment in statutory variations: All statutory variations leading to increase in the cost of the Contract will be debited to the Buyer accounts.

9. Termination of Contract

The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons:

9.1 Mutual consent: The Contract may be terminated based on mutual consent in case the Services are no longer required. Termination based on mutual consent will not attract any deductions or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.

9.2 Breach of Contractual obligations: The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14(fourteen) days after receiving notice requiring it to do so.

9.3 Breach of SLAs: The Contract may also be terminated by the Buyer if i) the cumulative deductions rise to 10% of the Contract value ii) repeated breach of any SLA beyond 3(three) instances as per Buyer discretion.

However, termination of this Contract shall not affect any accrued rights or remedies of either party.

10. Service Formula

Total Cost = ((((\$basic)+(\$esi+\$epf+\$p_f+\$edli+\$bonus)*(\$basic)/100)+\$c_1+\$c_2+\$c_3)*1.18*\$quantity*\$duration)*(1+\$percentage/100)

Where,

\$basic = Monthly Wage/Remuneration,

\$esi = ESI (in % of Basic Pay),

\$epf = EPF (in % of Basic Pay),

\$p_f = Provident Fund (in % of Basic Pay),

\$edli = EDLI (in % of Basic Pay),

\$bonus = Bonus (in % of Basic Pay),

\$c_1 = Non Mandatory compliance 1 (Absolute value/Amount),

\$c_2 = Non Mandatory compliance 2 (Absolute value/Amount),

\$c_3 = Non Mandatory compliance 3 (Absolute value/Amount),

\$quantity = Number of Resources,

\$duration = Contract period in months

*****End of Document*****

अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार | Additional Required Data/Document(s): Buyer

1. If you want to add additional conditions in addition to standard SLA then please upload approval from competent authority.: [click here](#)

अतिरिक्त डेटा/दस्तावेज़: विक्रेता | Additional Data/Document(s): Seller

1. Certificate (Requested in ATQ): [click here](#)
2. Experience Certificate As Required By Buyer: [click here](#)
3. Compliance With Labour Laws As Required By Buyer: [click here](#)

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	HDFC Bank
ईपीबीजी प्रतिशत (%) ePBG Percentage(%)	5.00
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा The bidder shall furnish ePBG as applicable as per bid's terms and conditions	

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

- 1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATQ), as applicable
- 1.3 All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of Issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2.2 Forms of EMD and PBG:

Bidders can also submit the EMD with Payment online through RTGS / Internet banking in Beneficiary name

Sr. AO/CAU/Hort/DDA

Account No.

01201110000010

IFSC Code

HDFC0000120

Bank Name

HDFC Bank

Branch address

GF-01, 02, 03 Laxmi Deep Building, Laxmi Nagar District Centre, Vikas Marg, Delhi - 110092

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

2.3 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file.](#)

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Note: This is system generated file. No signature is required.