

DELHI DEVELOPMENT AUTHORITY
HORTICULTURE DIVISION NO. I

No. F. 3(1)/Hort. I/DDA/08-09/

883

Dt: 29-12-08

To

M/S Vivek Enterprises

Q.No.350, Pkt.-3, Sector-19, Dwarka,
New Delhi.

Subject: M/o Recreational complex T/bad.
SH: M/o Developed lawn i/c all features.

Dear Sir,

Your item rate tenders dated 20.11.08 for the above noted work has been accepted on behalf of DDA at your Quoted item rate as under:-

1. E. Cost: Rs. 575324/- (M. Five Lacs Seventy Six Thousand Three Hundred - Twenty Four only).
2. Item rate: As per schedule attached.
3. T. Amount : Rs. 604800/- (M. Six Lacs Four Thousand Eight Hundred - only).
4. Percentage: 4.94% above.

5. Performance Guarantee No. 173634 dt. 18.12.08 Rs. 30500.00
Your negotiation letter No. III dt. 17.12.08 will also form the part of the Agmt.

You are requested to attend the Office to sign the Agreement on stamp paper worth Rs. 50/- only within seven days from the date of issue of this letter. Please note that, if you fail to attend the Office of the undersigned within seven days the acceptance of the work is liable to be withdrawn and Earnest Money shall be forfeited.

You are also requested to contact Shri Sansar Singh A.D.-III of this Division to start the work at once. Please note that the time allowed for carrying out the work as entered in the tender shall be reckoned from the 10th day after the date of issue of this letter.

Time allowed for execution of the work shall be 12 Months

Yours faithfully,

Dy. Director
Hort. Div. No. I/DDA

Copy to:-

1. The Chief Engineer, SEZ, DDA.
2. Commissioner (Sale Tax), Bikriker Bhawan, New Delhi.
3. Labour Commissioner, Rajpur Road, Delhi.
4. Director, Hort. (South), DDA.
5. The Income Tax Officer, Room No. 214, C.R. Building.
6. Accounts Officer (W)-I/DDA.
7. Sr. Accounts Officer, CAU/SEZ/DDA.
8. Asstt. Dir./Hort. I/Sub. Div. No. III.
9. D. A., Hort. Div. No. I, DDA.
10. Head Clerk, Hort. Div. No. I, DDA. He is directed to issue site order Book and M. A. S. Register to concerned A.D./Hort. I.
11. E. E. (Q.C.)-I/DDA.
12. Original Agreement.
13. Work File. 14. Director (System), DDA.

Dy. Dir. (Hort.) I/DDA.

DELHI DEVELOPMENT AUTHORITY
HORTICULTURE DIVISION N.C.I.

Name of Work :- M/o Recreational Complex Tuglakabad.

SH-1/- Developed Lawn area i/c all features.

576324-25
E. Cost. Rs. 523406 = 00
E. Money. Rs. 115386 = 00
Security Rs. 5% on Tender Amount.
Time. 12 Months

S. No	Description of Items	Qty.	Rate.	Unit.	Amount.
1.	Complete maintenance of park with entire garden features i/c				

lawn, Trees and shrubs within the lawn and Job like moving of lawn, weeding, hoeing, watering of lawn and plants cutting of hedge, pruning of trees and shrubs, sweeping of path, parking, rain shelter, sotre disposal of garden refuse generated during the whole day working at specified place, spreading of good earth, cowdung manure, Jamuna sand, Red Bazri, application of Chemical fertilizer,, insecticides/pesticides, preparation of annual beds, plantation of seedling and replacement of casualties of plants, and look after the area during day and night etc. All complete as per direction of Officer in Charge. (The materials like good earth, cowdung manure, Jamuna sand and red bazri, chemical fertilizer insecticide / pesticides shall be paid separately by the department.

12 Month Rs. 50400/- P/Month

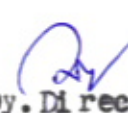


Rs. 504800.00

Rs. 504800.00

Dy. Director
Hort. Div. No. 1/55A.

Condition :-

1. The work should be done at site.
2. The work should be done as per specification.
3. No T & P will be issued to Contractor .
4. The rates should be quoted i/c all taxes, cartage etc.
5. The under signed has reserve the right to reject all or
6. lowest tender with out assigning any reason .
6. The qty can be increase -decrease as per actual site requirement .
7. The work should be done within stipulated period .


Dy. Director
Hort. Div. No. I/DDA



DELHI DEVELOPMENT AUTHORITY
HORTICULTURE DIVISION No.—I

Name of work:- M/O Recreational Complex Tuglakabad.

S.H.:- M/o Developed lawn i/c all features .

TERMS AND CONDITIONS

1. The work shall be executed as per specification at site.
2. NO T & P shall be issued by the department. All the arrangement for T & P items shall be made by the contractor.
3. The rate shall be quoted including all taxes and cartage etc.
4. The under signed has reserve the right to reject to all or lowest tender with out assigning any reason.
5. It is presumed that mortality casualty of plants shall be zero percent. However in case Any casualty occurs the same shall be replaced with in 7 days sufficient height of other plants by the contractor free of cost.
6. The contractor should maintain attendance and other record of the man power engaged By him required under law and must observe all the formalities under the labour act.
7. All labour liabilities will be bear by the contractor during maintenance period D.D.A. Will not have any responsibility of the deployed labour .
8. D.D.A. is not responsible for any litigation with labour in the court of law and contractor Will settle the matter on his risk and cost.
9. D.D.A. will not pay any compensation to the labour of any miss-happening has been Occurred during the execution of the work.
10. If any material is rejected shall be removed from the site with in a week time, failing Which the same shall be removed by the department and it will at the cost of the contractor And the department will not be responsible for any loss or damage during the process.
12. No man power shall be engaged below 18 year of age.
13. The instruction of the departmental staff are to be carried out properly. In case of any Difference of opinion / interpretation of specifications and condition the matter is to be Referred by the contractor to the Engineer in charge for his decision. Which shall be final And binding.
14. The department shall be at liberty to discontinue/cancel the agreement by giving one week Notice without assigning reason there of decision of D.H.(S) shall be final and binding on the contractor for which no claim on any account shall be entertained by the department.
15. It shall be primary responsibility of contractor to maintain the lawn, plants in good and Healthy condition. The whole garden should be maintain as net, clean and maintain to Its optimum level throughout the year.
16. Department shall not be responsible for any injury partial or death of any worker at site Due to accident or malfunctioning of the equipment or by negligence of staff as well as there Shall not be any accommodation etc. for the labour.
17. All the material like good earth, C.D.M. J. sand, chemical fertilizer , insecticide & pesticide Seasonal seeds, and plants for new plantation will be issued by the department as and when Required.


18. No payment will be made to the contractor for damage caused by rain or other natural calamities During the execution of the work and no such claim on this account will be entertained.
19. The contractor must go acquainted with the proposed site for the works and study specifications And condition carefully tendering. The work shall be executed as per drawn by the Engineer In charge.
20. All incident charge of any kind whatsoever including cartage, storage, cutting and wastage etc. Shall be borne exclusively by the contractor and no claim to be entertained to this effect.
21. The contractor will be have to work as per programme of the Deptt. And no claim what so Ever will be entertained to this effect.
22. The contractor must be available at site of work whenever officer in charge or undersigned Will visit the site.
23. The contractors shall be all necessary precaution to avoid accident. He shall be responsible For all damages and accidents caused due to negligence on his part during the execution of Work. No such claim will be entertained by D.D.A.
24. The agreements of water for plants and lawn etc. shall be made by the department.
25. The field staff are to be engaged as per yard stick for reference is given below.

(A) Complete M/o lawn : 1 Mali for maintenance of 1 acre lawn.

(B) 1 M/M + 1 B/M / helper for moving 20acre lawn.

(C) M/o hedge 1 Mali for 12000 rft. Hedge.

(D) Sweeping of path/ parking etc.- 1 unit for 5576 sqm.


Dy. Director
Hort. Div. No. I / D.D.A.
