

AGRICULTURAL PRODUCE MARKETING COMMITTEE

(Market Of National Importance)

New Office Complex, NFM- Ph.-II, Sarai Pipal Thalla, Azadpur, Delhi-33.

**Name of Work: OPERATION & MAINTNENANCE OF BOOSTER PUMPS
SUBMERSIBLE PUMPS AND MAINTENANCE OF WATER SUPPLY
SYSTEM IN NSM, NFM PHASE-I & II, AZADPUR**

ITEM RATE TENDER AND CONTRACT FOR WORKS

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**Executive Engineer,
APMC, AZADPUR**

AGRICULTURAL PRODUCE MARKETING COMMITTEE
(Market Of National Importance)
New Office Complex, NFM- Ph.-II, Sarai Pipal Thalla, Azadpur, Delhi-33.

NOTICE OF E-TENDERING

Item rate e-tenders are invited for the under mentioned works on behalf of Secretary, Agricultural Produce Marketing Committee, Azadpur and opened online in the office of Secretary, APMC, Azadpur.

S.No.	Tender ID	Name of Work	Estimated Cost/ Earnest money (In Rupees)	Last Date/ Time of Receipt of Tenders
3.		OPERATION & MAINTNENANCE OF BOOSTER PUMPS SUBMERSIBLE PUMPS AND MAINTENANCE OF WATER SUPPLY SYSTEM IN NSM, NFM PHASE-I & II, AZADPUR	<u>28,87,938/-</u> 57800/-	23/06/2018 upto 1300Hrs.

Date of release of tender through e-procurement solution: 08/06/2018

Further details can be seen at website <https://govtprocurement.delhi.gov.in>

**Executive Engineer,
APMC, AZADPUR**

NOTICE INVITING TENDER

Sealed item rate e-tenders are invited for the under mentioned work on behalf of Secretary, Agricultural Produce Marketing Committee, Azadpur from the approved eligible contractors of CPWD, MES, MCD, DDA, NDMC, P&T, Railways, DJB and Irrigation & Flood Control who have adequate past experience of the works for similar nature and completed successfully atleast three works of similar nature and magnitude equivalent to the 40% of the estimated cost or two works of 50% of estimated cost or one work of 80% of estimated cost as during the last seven years. The tenders will be opened in the office of the Secretary, APMC, New Office Complex, NFM- Ph.-II, Sarai Pipal Thalla, Azadpur, Delhi-33, in the presence of tenderers or their authorized representatives who may like to attend.

Name of Work: “OPERATION & MAINTNENANCE OF BOOSTER PUMPS SUBMERSIBLE PUMPS AND MAINTENANCE OF WATER SUPPLY SYSTEM IN NSM, NFM PHASE-I & II, AZADPUR

Estimated Cost : **Rs. 28,87,938/-**

Earnest Money: Rs. 57800/-

1.2 1. The tenderer shall also submit the following documents:

- (i) Scanned copy of **Earnest Money**. However, Earnest Money in original is to be submitted in the office of **Secretary, APMC, New Office Complex, NFM- Ph.-II, Sarai Pipal Thalla, Azadpur, Delhi-33** as mentioned in the Para 7 below.
- (ii) Scanned copy of **GST Number**.
- (iii) Scanned copy of **PAN Number** as issued by Income Tax department
- (iv) Scanned copy of Valid **Registration Certificate** of appropriate category.
- (v) Scanned copy of experience certificates issued by the concern department.

Original mode of Earnest Money and self attested copies of Certificate/documents as stated above shall have to be submitted to the Secretary, APMC, Azadpur in sealed envelope with name of work written on the envelope up to 14.30Hrs on dated 23/06/2018. **Failure to furnish the original mode of earnest money and all relevant documents on the due date and time will entail rejection of bid.**

2. Online Tender Bid shall consist of tender form and Schedule of Quantity.

3. The tenders can be uploaded on website **upto 13.00 hours** on **23/06/2018**

3 (i) The **Technical Bids** will be opened online on **23/06/2018** at **15.00 hours** for scrutiny by the Executive Engineer, APMC, New Office Complex, NFM- Ph.-II, Sarai Pipal Thalla, Azadpur, Delhi-33. The technical bids will be evaluated against the specified parameters/ criteria and the result of technical evaluation will be displayed on the website <https://govtprocurement.delhi.gov.in> which can be seen by all the bidders who participated in the Tenders.

3 (ii) The **Financial Bids** shall be opened after opening of the Technical Bid for those tenderers who fulfill the eligibility criteria and the required documents found in order under Technical bid, otherwise the Financial bid shall not be opened. If any of the above dates happens to be holiday, the next working day will be considered for all purposes. Conditional tender shall not be considered..

3(iii) Tender shall be valid for 90 days form the date of opening of Financial bid. APMC reserves the right to reject any or all tenders without assigning any reason.

4. Agreement shall be drawn with the successful tenderer on prescribed Form No. CPWD 8, which is available as a Govt. of India Publication. Tenderer shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.
5. The time allowed for carrying out the work will be 12 Months from the date of start as defined in schedule 'F' or from the first date of handing over of the site,
6. The site for the work is available or the site for the work shall be made available in parts as specified below.
7. Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the office of the **Executive Engineer, APMC, Azadpur**, between hours of **11.00 AM & 04.00 PM** everyday except on Sundays and Public holidays. Tender documents, excluding standard form, can be downloaded from the website <https://govtprocurement.delhi.gov.in> free of cost and shall be uploaded on website alongwith the following: -

Earnest money **Rs. 57800/-** in the form of fixed deposit / Pay order/demand draft of a scheduled bank issued in favour of , **APMC, Azadpur**. Xerox copy of the above is to be scanned and uploaded along with the tender and the original fixed deposit / Pay order/demand draft of a scheduled bank shall be deposited in sealed envelope with name of work and due date written on the envelope, in the office of Secretary, APMC, New Office Complex, NFM- Ph.-II, Sarai Pipal Thalla, Azadpur, Delhi-33. Failure to furnish the fixed deposit of a scheduled bank/ Pay order/demand draft of a scheduled bank will entail rejection of bid.

8. Tenders will be received through e-tendering only.
9. The contractor, whose tender is accepted, will be required to furnish performance guarantee of 5% (Five percent) of the tendered amount within the period specified in Schedule 'F'. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at call receipt of any scheduled bank/ Bankers's Cheque of any scheduled bank/ Demand draft of any scheduled bank/Pay order of any scheduled bank or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.
10. Copies of other drawings and documents pertaining to the works will be open for inspection by the tenderers at the office of the above-mentioned officer.
Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.

11. The competent authority does not bind himself to accept the lowest or any other tender and reserves to himself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
12. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
13. The competent authority reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
14. The contractor shall not be permitted to tender for works in the CPWD / PWD Circle (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Public Works Department or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
15. No Engineer of gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of two years after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractors service.
16. The tender for the works shall remain open for acceptance for a period of 90 (ninty) days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, which ever is earlier or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the APMC shall, without prejudice to any other right or remedy, be at liberty to forfeit entire the said earnest money as absolutely.
17. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work sign the contract consisting of: -
 - a) The notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - b) Standard. P.W.D. **Form 8** - Corrected / modified upto date.

Signature of Executive Engineer
APMC, Azadpur

*
For & on behalf of Secretary APMC, Azadpur

AGRICULTURAL PRODUCE MARKETING COMMITTEE
(Market Of National Importance)
New Office Complex, NFM- Ph.-II, Sarai Pipal Thalla, Azadpur, Delhi-33.

Item Rate Tender & Contract for Works

Tender for the work of: **OPERATION & MAINTNENANCE OF BOOSTER PUMPS SUBMERSIBLE PUMPS AND MAINTENANCE OF WATER SUPPLY SYSTEM IN NSM, NFM PHASE-I & II, AZADPUR .. .**

- (i) To be uploaded on website by **13.00 hours** on **23/06/2018**
- (ii) To be opened online in the office of **Secretary, APMC, New Office Complex, NFM- Ph.- II, Sarai Pipal Thalla, Azadpur, Delhi-33:**
- i. Technical Bid at 15:00 Hrs. on 23/06/2018 and financial Bid shall be opened after Technical Bid**

TENDERER

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F. Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for Ninty (90) days from the due date of submission thereof and not to make any modifications in its terms and conditions.

If I/we fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said Secretary, APMC, Azadpur or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail to commence work as specified, I/we agree that Secretary, APMC, Azadpur or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the work referred to in the tender documents upon the terms and conditions contained or referred to therein and to vary out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in **Clause 12.2** and **12.3** of the tender form. Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the retendering process of the work.

I/We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated **.....

Witness:**

Address:**

Occupation:**

**

Signature of Contractor
Postal Address

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Secretary, APMC, Azadpur for a sum of Rs.* _____ (Rupees* _____)

The letters referred to below shall form part of this contract Agreement:-

- a)* For & on behalf of the Secretary, APMC,
 - b)* Azadpur
 - c)* Signature * _____
- Dated* Designation: Executive Engineer

* To be filled by EE

** To be filled by Contractor

SCHEDULES

SCHEDULE 'A'

Schedule of quantities (Enclosed.) **As per schedule attached.**

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

S.No.	Description Of item	Quantity	Rates in figures & Words at which the material will be charged to the contractor	Place of Issue
1	2	3	4	5

NIL

SCHEDULE 'C'

Tools and plants to be hired to the contractor.

S.No.	Description	Hire charges per day.	Place of Issue
1	2	3	4

NIL

SCHEDULE 'D'

Extra schedules for specific requirements / documents for the work, if any.

NIL

SCHEDULE 'E'

Schedule of component of Cement, Steel, Other Materials, Labour etc. for price escalation.

NIL

SCHEDULE 'F'

Reference to General Conditions of contract.

OPERATION & MAINTNENANCE OF BOOSTER PUMPS SUBMERSIBLE PUMPS AND MAINTENANCE OF WATER SUPPLY SYSTEM IN NSM, NFM PHASE-I & II, AZADPUR .

Estimated cost of work. **Rs. 28,87,938/-**

- (i) Earnest Money **Rs. 57800/-** /-
- (ii) Performance Guarantee = 5% (five percent) of the tendered value.
- (iii) Security Deposit : 5% (five percent) of the tendered value.

GENERAL RULES & DIRECTIONS:

Officer inviting tender

Executive Engineer,

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3 See below. **APMC,Azadpur**

Definitions:

2 (v) **Engineer –in – charge** **The Executive Engineer, APMC,Azadpur**

2 (viii) **Accepting Authority** **Secretary, APMC,Azadpur**

2 (x) Percentage on cost of materials and labour to cover all overheads and profits. 15%

2 (xi) Standard Schedule of Rates. DSR 2014 with upto date correction slips.

2 (xii) Department **APMC, Azadpur**

9 (ii) Standard PWD Form **PWD form 8**, as modified & corrected upto date.

Clause 1

- i) Time allowed for submission of performance guarantee from the date of issue of letter of acceptance, in **10 days**.
- ii) Maximum available extension beyond the period as provided in (i) above, in **7 days**.

Clause 2

Authority for fixing Compensation under Clause 2. **Secretary, APMC,Azadpur**

Clause 5

Time allowed for execution of work : 12 Months (**through out the year**)

Authority to give fair and reasonable extension of time for completion of work. **Secretary, APMC,Azadpur**

Clause 7

Gross work to be done together with net payment/ adjustment of advances for Material collected, if any, since the last such payment for being eligible to interim payment.

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Clause 10 A

Listing of testing equipment to be provided by the contractor at site lab.

..... **As per site requirement**

Clause 10 B (ii)

Whether Clause 10 B (ii) shall be applicable No

Clause 10 CA Not Applicable

Clause 10CC N/A

Clause 11

Specifications to be followed for execution of work.

CPWD specification 2009 with upto date correction slips and Manufacturer specification.

Clause 12

12.2 & 12.3) Deviation limit beyond which clause 12.2 & 12.3 shall apply **30 %**.
for building work

12.5) Deviation limit beyond which clause 12.2 & 12.3 shall apply for **100%** foundation work

Clause 16

Competent Authority for Deciding reduced rates

Executive Engineer,
APMC, Azadpur

Clause 18

List of mandatory machinery, Tools & plants to be deployed by the contractor at site:-

..... **As per site requirement**

Clause 36

(i) Minimum qualifications & Experience required for Principal Technical Representatives.

- (a) For works with estimate cost put to tender more than
 - i) Rs.10 lakhs for civil work
 - ii) Rs.5 lakhs for elec/mach works

Graduate or retired AE possessing at least recognised diploma

(b) For works with estimated cost put to

tender

- i) More than Rs.5 lakhs but less than Rs.10 lakhs for civil works Recognised Diploma holder
- ii) More than Rs.1 lakhs but less than Rs.5 lakhs for Elect/Mech works Recognised Diploma holder

(ii) Discipline to which the Principal Technical Representative should belong.

Civil/Elect.

(iii) Minimum experience of works.

5 Years

(iv) Recovery to be affected from the Contractor in the event of not fulfilling provision of clause 36 (i)

**Rs.25,000/-per month for graduate.
Rs.15,000/- per month for diploma holder.**

Clause 42

i) (a) Schedule/ statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2014 printed by CPWD with up to date correction slips..

ii) Variations permissible on theoretical quantities.

(a) Cement for works with estimated Cost put to tender not more than Rs. 5 Lakhs. : 3% plus/ minus.

For works with estimated cost put to Tender more than Rs. 5 lakhs. : 2% plus / minus

b) Bitumen All works. : 2.5% plus only & nil on minus side.

c) Steel Reinforcement and structural steel sections for each diameter, section and category : 2% plus / minus

d) All other materials : Nil

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

Sl. No.	Description of Item	Rates in figures and words at which recovery shall be made from the Contractor. Rates in schedule 'B' plus 10% in case materials issued by the Department.	
		Excess beyond permissible variation.	Less use beyond the permissible variation.
1.	Cement	} Nil	
2.	Steel reinforcement		
3.	Structural sections		
4.	Bitumen issued free		
5.	Bitumen issued at stipulated fixed price.		

CONDITIONS OF WORK EXECUTION

1. GENERAL CONDITIONS AND SPECIFICATIONS.

- 1.1. Subject to the nomenclature of the item and the specification indicated hereafter, the work, in general shall be carried out in accordance with the CPWD specifications 2009 volume 1 to volume II, and manufacturer specification and read with correction slips issued upto the date of receipt of tenders and relevant IS codes.
- 1.2. Wherever reference to any Indian Standard specifications occurs in the document relating to this contract, the same shall be inclusive of all amendments issued thereto or revisions thereof, if any, upto the date of receipt of tender.
- 1.3. Before commencement of the work, the contractor shall correlate nomenclature of the item with all the relevant architectural and structural drawings to satisfy himself that the information available there-from is complete and unambiguous. The figures and the written dimensions of the drawing shall supercede the measurement by scale. The contractor submits for approval of Engineer-in-charge his workshop drawings and the sample of the work to be performed under the specified items of work before actually commencing the mass execution of work under the item. Nothing extra shall be payable on this account.
- 1.4. The discrepancy in the drawing issued, if any, shall be brought to the notice of the Engineer-in-charge for immediate decision before execution of the work. The contractor, alone, shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and incomplete information and no claim, whatsoever, shall be entertained on this account.
- 1.5 In the event of any difference or discrepancy in the description of any item or its specifications, the same shall be resolved in the following sequence and decision of the Engineer-in-charge shall be conclusive, final and binding on the contractor.
 - o The nomenclature of the item shall take precedence over all and anything stated elsewhere.
 - o The conditions and specifications attached to the tender document shall take preference over the provisions of CPWD specification 2009 (Vol 1 to II) with upto date correction slip, relevant IS codes and manufacturer specification.
 - o The CPWD specification 2009 vol. 1 to II shall take precedence over provisions of relevant IS codes.
 - o In case, it is not possible to resolve the issue with the help of tender documents the provision of relevant IS codes shall be relied upon.
 - o In case, it is not possible to resolve the issue with the help of any of the above documents, the decision and direction of the Engineer-in-charge shall be followed for execution and completion of any item of work.

2. SITE INSPECTION

- 2.1 The tenderer shall acquaint himself with the proposed site of work, its sub-soil strata, underground water table and its approach roads before quoting his rate.
- 2.2 If for any reasons, any part of the site is not available temporarily for some time or part of the work under the contract, the agreed construction schedule shall be suitably modified and contractor shall diligently divert his men and materials to utilize them profitably and no claim of damages whatsoever shall be entertained on this account. However, the contractor shall be allowed extension of time for completing the work as deemed fit by the competent authority.

3. ARRANGEMENTS FOR WORK EXECUTION

3.1 ELECTRICITY

The contractor shall make his own arrangement for obtaining electric connections required for execution of work and make necessary payments directly to the electricity department concerned and nothing extra shall be payable on this account.

3.2 WATER

- 3.2.1 The contractor shall make his own arrangement for water suitable for construction.

3.2.2 The water for construction work, if drawn from underground source, shall be got tested quarterly from the laboratory approved by the Engineer-in-Charge to ensure its suitability for construction. The charges for these tests and related arrangement shall be borne by the contractor. In the event of the water found unsuitable for construction, the contractor shall make alternative arrangement for suitable water to the satisfaction on the Engineer-in-Charge.

3.3 INSTRUMENTS/EQUIPMENTS

The contractor shall provide at his own cost instruments suitable for surveying, weighing and measuring purpose at the site of the work as may be necessary for execution of the work.

All tools, plant and machinery provided by the contractor shall, even brought to the site, be deemed to be exclusively intended for construction and completion of this work and the contractor shall not remove the same or any part thereof without the consent of the Engineer in charge.

3.4 CONSTRUCTION WORKERS WELFARE CESS

1% of gross value of work done shall be deducted from each bill as Construction Workers Welfare Cess. The tender rates shall deemed to include this cess.

4.0 MATERIAL TO BE PROCURED BY CONTRACTOR

4.1 All material to be incorporated in the work shall be in accordance with the specification laid down. The tenderer shall use the materials bearing ISI Certification Mark unless otherwise specified or allowed in writing by the Engineer-in-Charge. Any material banned by the department shall not be used in the work.

4.2 The contractor shall submit to the Engineer-in-Charge samples of all materials for approval. These approved samples shall be preserved and retained in the custody of the Engineer-in-Charge as standards of materials till the completion of the work. The cost of such samples shall be borne by the contractor and nothing extra shall payable on this account over the Agreement rates.

4.3 The contractor shall be required to get necessary tests carried out on materials/ work from an approved laboratory as per the direction of the Engineer-in-Charge.

4.4 In case any material/work is found sub – standard the same shall be rejected by the Engineer-in-Charge and the same shall be removed from the site of work within 48 hours, failing which the same shall be got removed by the Engineer-in-Charge at the risk and the cost of the contractor without giving any further notice and time.

5.0 TESTING OF MATERIALS

5.1 In order to ensure quality of work during its execution, the Engineer-in-Charge may require samples for mandatory or routine testing of materials. All cost of these samples, their packaging, conveyance from the site to the testing laboratory and return, shall be borne by the contractor.

5.2 Even ISI marked material may be subjected to quality test at the discretion of the Engineer-in-Charge. Whenever ISI marked materials are brought to the site of work the contractor shall, if required by the Engineer-in-Charge, furnish Manufacturer's test certificate or test certificate from approved testing laboratory to establish that the materials produced by the contractor, satisfy the provision of relevant IS codes. However cement/steel will be necessarily tested before start of work and will not be used till test certificates are obtained and approved by Engineer-in-Charge.

5.3 All Testing charges shall be borne by the contractor.

6.0 MEASUREMENT

The work shall be executed and measured in metric system. The metric dimensions given in the schedule of quantities and drawing etc. shall be followed. The dimensions in FPS units (wherever indicated, are for guidance only). The drawings shall not be measured to scale and only dimension indicated in figures shall be followed.

7.0 RATES

7.1 The contractor shall be responsible for completing the work and for satisfying all terms and conditions of the Contract without any extra payment over his quoted rates unless otherwise specified. The contractor shall quote his rates for various items of work accordingly and no claim

whatsoever shall be entertained for any incidental work involved in the execution of the work as per the nomenclature of the item and the specification indicated in the tender documents.

- 7.2 Subject to the nomenclature of the item as per schedule of quantities, the specifications indicated in the tender documents, the rates quoted shall include cost of all materials including royalty and taxes if any, labour, sundry inputs, execution of the work at all heights, level, in all shapes and for all leads, lifts and depth including scaffolding etc., overhead charges and contractor's profit.
- 7.3 The rates shall be inclusive of making design, pattern and execution of work as per Architectural and Structural drawings.
- 7.4 The rates shall be inclusive of making any holes in walls/RCC work for fixing any framework and making good the structure to its original shape and finish.
- 7.5 The rates shall be inclusive of working under water and adverse conditions and including pumping out or bailing out water, unless otherwise specified in the nomenclature. This will include water encountered from any source such as rains, floods, any other cause whatsoever and including sub-soil water.
- 7.6 The rates shall be inclusive of cost of cement slurry used over base surface of concrete work for old work for better bond with the under layer unless otherwise specified in the nomenclature of the item. Such use of cement slurry shall not be considered for working out the theoretical consumption of cement quantity.

8.0 CO – ORDINATION WITH OTHER CONSTRUCTION AGENCIES

- 8.1 Other agencies doing works related with this project will also simultaneously execute the work and the contractor shall afford necessary co-ordination for un-hindered completion of this sub-work.
- 8.2 The contractor shall leave necessary holes, opening etc. as may be directed by the Engineer-in-Charge for laying, burring or fixing, conduits, pipes, boxes, hooks, fans etc. Conduits for electrical wiring/cable will be laid in a way that leave enough space for concreting and do not adversely affect the structural members.
- 8.3 The contractor shall continue to maintain watch and ward to safeguard the Govt. property in his possession until the same is formally handed over as per direction of the Engineer-in-Charge. Nothing extra over agreement rates shall be paid on this account.

9.0 SECURITY AND SAFETY MEASURES

- 9.1 The contractor shall take care of all safety precautions pertaining to construction of the works, such as excavation, trenching, blasting, demolition, provision of scaffolding, ladder, working platforms, gangways, mixing asphalted materials, electric arc/gas welding, use of hoisting and construction machinery. He shall be governed by relevant provisions of CPWD safety code and as directed by the Engineer-in-Charge and nothing extra shall be payable on this account.
- 9.2 On account of security consideration, some restrictions may be imposed by the security staff on the working and / movement of men and materials etc. the contractor shall be bound to follow all such restrictions / instructions and he shall organize his work accordingly.
- 9.3 The contractor shall take all precautions to avoid accident by exhibiting necessary caution boards day and nights; speed limit boards red flag, red lights and providing barriers. He shall be responsible for all damages and accidents caused to existing/new work due to negligence on his part. No hindrance shall be caused to traffic during the execution of the work.
- 9.4 The contractor shall be responsible for the watch and ward of the buildings, safety of all fittings and fixtures including sanitary and water supply fitting and fixtures against pilferage and breakage during the period of installation and thereafter till the building is physically handed over to the department.
- 9.5 In order to indemnify the department for any claim on account of damage to the adjacent properties/structures he shall insure against such claim that may arise out or due to work done by him before commencement of the actual work and nothing extra shall be paid on this account.
- 9.6 The contractor shall take all preventive measures against any damage caused by rain, snowfall, floods or any other natural calamity, whatsoever during the execution of the work. The contractor shall be fully responsible for any damage to the Govt. property and to the work for which the

payment has been advanced to him under the contract. The contractor shall maintain an insurance policy against damage to the work executed for an amount at least equal to the payment received by him against the work done. Nothing extra shall be payable to the contractor for maintaining such insurance policy.

10.0 COMPLIANCE TO GOVT. REGULATIONS AND BUILDING BYE LAWS

10.1 The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges, which he may be liable.

10.2 The contractor shall give due notice to Municipal, Police and / or other authorities that may be required under the law/rules under force in the area and obtain all requisite license for temporary obstructions/enclosure and pay all charges which may be liable on account of his execution of the work under the agreement. Nothing extra shall payable on this account.

10.3 “Provision for labour camp:

The contractor shall have to make his own arrangement for housing facilities for staff and labour away from construction site and shall have to transport the labour to and fro between construction site and labour camp at his own cost. No labour huts will be allowed to be constructed at the project site except a few temporary sheds for chowkidars and storekeepers. The decision about how many huts can be allowed for chowkidars and storekeepers at project site shall rest with the Engineer-in-charge and the contractor shall have no claim on this account.”

10.4 Contractor shall have registration of construction workers under the Delhi Building & Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the rules frame thereunder with the Delhi Building & Other Construction Workers’ Welfare Board.

11. Security Deposit Deduction.

A sum @ 5% of the gross amount of the bill shall be deducted from each running bill of the contractor, till the sum alongwith the sum already deposited as earnest money amounts to security deposit @ 5% of the tendered amount of the work.

OFFICE MEMORANDUM
No. DGW/CON/202
ISSUED BY AUTHORITY OF DIRECTOR GENERAL OF WORKS

Nirman Bhawan, New Delhi
10/09/2004

dated

Existing	Modified
Contractor shall procure 33 grade (conforming to IS 269) or 43 grade (conforming to IS: 8112) ordinary Portland cement, as required in the work, from reputed manufacturer of cement, having a production capacity of one million tones per annum or more, one million tones per annum or more, such as ACC L&T, J.P. Rewa, Vikram Shri Cement, Birla Jute and cement corporation of India etc. as approved by Ministry of Industry, Govt of India and holding license to use ISI certification mark for their product whose name shall be got approved from Engineer-in-charge. Supply of cement.	The contractor shall procure 33 grade (conforming to IS 269_ or 43 grade (conforming to IS:8112) ordinary Portland cement, as required in the work, from reputed manufacturer of cement, having a production capacity of one million tones or more , such as ACC, L&T, J.P. Rewa, Vikram shri Cement, Birla Jute and cement corporation of India etc. i.e. agencies approved Ministry of Industry, govt. of India and holding license to use ISI certification mark for their project. The tender accepting also submit a list of names of cement manufactures, which they propose to use in the work. The tender accepting authority reserves right to accept or reject name(s) of cement manufacture(s), which the tenderer proposed to use in the work. No change in the tendered rates will be accepted if the tender accepting authority does not accept the list of cement manufactures, given by the tenderer, fully or partially, supply of cement.....

Chief Engineer of Zones are to change the brand in the condition for cement depending upon availability in local market. If needed. Instruction in this respect can be issued by them at regular intervals.

The name of cement manufactures should be finalized after taking into consideration the suggestion of contractors during a perbid meeting

For smaller value works, where perbid meeting is not necessary, the NIT approving authority shall have to specify the approved names.

Similar conditions for cement of other types like slag cement etc. may be incorporated wherever required by the NIT approving authority by providing for relevant BIS codes, suitable brands of cement and technical circulars issued by the department.

Superintending Engineer (C & M)

Issued from file No. CSQ/CM29 (4)/2004

SPECIAL TERMS & CONDITIONS

1. The contractor shall arrange all T & P required for the successful running and maintenance of equipment/plant.
2. The contractor will maintain attendance register of the staff which will be checked by JE (C)/AE (C)/any higher authority.
3. The Engineer-in-Charge reserves the right to ask the contractor to remove any of the staff without assigning any reason. What so ever the decision of the Engineer-in-charge will be final and binding on the contractor.
4. The contractor shall inform the department about the working of the staff on duty once in a week. The department shall have the right to inspect the daily attendance record of the staff on duty.
5. The contractor shall responsible for giving all the facilities to the staff employed by him including fair wages and any workman compensation on account of any accident, if occurred. Nothing extra shall be paid by the department
6. The work shall be carried out in accordance with CPWD specification and to the entire satisfaction of the Engineer-in-charge.
7. The contractor shall depute the skilled operator through out the year.
8. The contractor shall provide skilled staff to maintain the unit/plumbing work & labour for cleaning purpose regularly through out the year.
9. On expiry of contract, the complete installation shall be handed over to department by the contractor in working order, with genuine parts.
10. Department reserves the right to cancel the AMC at any time without assigning any reason.
11. In case of any dispute, the decision of Secretary, APMC, will be final.
12. The payment to the contractor shall be made on quarterly basis or at suitable intervals but not less than one calendar month on the submission of bill by the contractor.
13. The contractor will maintain water supply of piaos/chiller round the clock i.e 24x7 days.
14. Proper records of complaint received and attended shall be maintained by the contractor. All complaint is to be attended promptly and any delay shall be viewed as lapse on the part of the contractor.
15. The contractors are advised to visit the market for study the scope of Work and nature of service before quoting of rates against the Tender. No claim of improper knowledge or no knowledge regarding work shall be acceptable. The additional manpower if required for any emergent work, shall also be provided by contractor without any extra charge.
16. The Agency shall not assign or sublet the work or any part of it to any person without having the permission of the Deptt.
17. The AMC contractor shall deposit the defective/retrieved material with JE in-charge in case he directs to do so.
18. Contractor shall ensure that on first of every month all the fitting and fixtures installed/under AMC contract are in working condition and for this he shall maintain register of fitting and fixtures and shall obtain a certificate from AE of satisfactory working of fixtures of each and every location. This certificate shall require to be enclosed along with bill in case few fitting and fixtures are not working on first of every month then decision of recovery and amount on this account as worked out by AE shall be final and binding. However, the recovery shall be subject to approval by Engineer-in-charge.
19. For the purpose of work, the Contracting Agency shall engage persons above 18 years of age only and who are found suitable, on the basis of police verification report. No minor workman would be permitted in any case.
20. The Contractor shall be responsible for providing safety measures and amenities as required under law/rule/nature of work to workmen engaged by him for purpose of maintenance and under no circumstances shall the APMC be held liable for any injury cases etc, due to negligence in providing

the safety measures to personnel engaged by it. For compensation, if any, payable to a member of his workforce the liability shall lie with the Contractor as per the law.

21. The staff deployed by the Contractor for the said activity of maintenance under the agreement of the Contractor shall not indulge in such activities as which are per prejudicial to the interest of Govt. Property inside the Market. The Contractor shall be responsible for any damage or loss of Govt. property inside the market, caused by the persons engaged by him under the Contract. In case the persons engaged by the Contractor indulge in such activities as are prejudicial to the interest of the deptt or result in loss to the property, the Institute will have the right to debar the entry of such persons into the market and take any such measures for realizing the cost of damages from the Contractor apart from withholding the amount payable to the Contractor under the Contract till the realization of the cost of damage.
22. The Deptt shall have the right to rescind the Contract, modification, alteration of the Terms and Conditions of the Contract.
23. The Contracting Agency will have to pay comply with the provision of Minimum Wages Act & Payment of Wages Act wages/salaries as per Equal Remuneration Act of the Govt. of India & Delhi. State Government as in force or enforced from time to time. Besides this engagement of workers should be in accordance with all the relevant labour laws. Contracting Agency shall comply with the provision of the Contract labour (Regulation and Abolition) Act, 1970, and any modification thereof. Any other law relating to labour legislation and rules made there under from time to time as applicable must be complied with.
24. Risk and Costs – In case of failure of the Contracting Agency to perform the Contract satisfactorily the same will be cancelled at his risk and cost and a Fresh Contract will be entered into at the risk and cost of the defaulting Contracting Agency.
25. If the contractor fails to repair or replace the defective Equipment/ Item, the Deptt will be free to get the same repaired/replaced from the market and its cost will be adjusted from the Contractor's Performance Security.

Penalty Clause

26. The agency will be bound to complete the maintenance work/complaint assigned to him/his representative, strictly as per the time given by the site in-charge for that particular work. Any breach of Terms of Contract may result in termination of Contract, deduction of amount as decided by Secretary APMC Azadpur or any other action as deemed fit. Decision of the Secretary APMC Azadpur, with regard to such deductions will be final.
27. APMC reserves the right to terminate the Contract on account of poor workmanship, failure to mobilized site, noncompliance of work, delay in progress of work, violation of any Contract provision by Contracting Agency.
28. In case if agency fails to deploy the manpower as per schedule or if the manpower is absent on any day/time recovery of per person as per following rate shall be made:-

Supervisor	- 2000/- per day
Pump operator	- 1000/- per day
Khallsi/helper	- 800/- per day

Decision of engineer-in-charge in this regard shall be final and binding.
29. If at any time it is noticed that contractor is making default and not attending the maintenance regularly, in that case following penalty / action against the contractor shall be taken as per below:-

- I. First 10 defaults: - The penalty amount shall be Rs. 5,000/- per default.
- II. From 11th default and up to 25th default: - Rs. 10,000/- each default.
- III. From 25th default and up to 35th default:- His performance guarantee shall be forfeited.
- IV. After 35th default: - His security deposit shall be forfeited and he shall be debarred from tendering in APMC/DAMB upto 5 years and shall also be processed for black listing in the department wherever he's enlisted.

Action under the clause shall be taken only when Engineer –in- Charge or his representative has conveyed that maintenance work to carry out, in writing/or electronically/digitally and shall enclose the same, while effecting recovery from the bill. Decision of Secretary in this regard shall be final and binding.

30. If due to violation of the Terms and Conditions of the Contract by the Contractor, the Deptt shall have the right to rescind the Contract without any notice to the Contractor and shall recover the damages along with the penalty.

31. Agency shall have required to attend complained Conveyed to him either through SMS or e-mail or through latter, within 24 hours, in case he fails to attend he shall be penalized for default as brought under the relevant clause of agreement. Decision of secretary in this regard shall be final and binding. No claim whatsoever on this account shall be entertain.

EXECUTIVE ENGINEER (C)

Signature of contractor with seal

CORRECTION SLIP

- i) Wherever, there is a reference of CPWD officers it shall construed to mean officers and other staff of Agricultural Produce Marketing Committee as applicable therein.
- ii) The reference of government in the tender form shall constructed to means Agricultural Produce Marketing Committee in connection with payments or other contractual implications. For all acts and regulations the reference of Govt. and the orders of government shall be followed.
- iii) The contractor shall obtain a valid licence of the enrolment in Delhi Labour Welfare Board regarding contribution/statutory Deposit u
- iv) nder the Bombay Labour Welfare Fund Act, 1953 as extended to NCT of Delhi. Contractor shall deposit all the statutory dues with the Delhi Labour Welfare Board directly.
- v) In addition to Clearance Certificate from Labour Officer as per clause-45 of the General conditions of the Contract. The contractor has to produce a clearance certificate from “Welfare Commissioner. Delhi Labour Welfare Board for getting the Security Deposit of the work refunded.

EXECUTIVE ENGINEER
Agricultural Produce Marketing Committee

FAIR WAGES SCHEDULE

The latest minimum fair wages schedule as in force in Delhi Admn. At the time of opening of tender shall be applicable

AGRICULTURAL PRODUCE MARKETING COMMITTEE

(Market Of National Importance)

New Office Complex, NFM- Ph.-II, Sarai Pipal Thalla, Azadpur, Delhi-33.

Name of work: -OPERATION & MAINTNENANCE OF BOOSTER PUMPS SUBMERSIBLE PUMPS AND MAINTENANCE OF WATER SUPPLY SYSTEM IN NSM, NFM PHASE-I & II, AZADPUR

S. No.	Description of Item	Quantity	Unit	Rate	Amount
1	Cleaning of under ground water tank of (11,25,000ltrs. + 70,000 Ltrs. = 11,95,000ltrs.) capacity i/c cleaning of walls/ surface by heigh pressure jet, sludge removed by vacuum cleaner, chlorination of tank, vacuum cleaning and UV lite treated complete in all respect as per direction of engineer-in-charge	2	Job		
2.	<p>Operation & maintenance of pumps, DG set and maintenance of CI/GI water line including accessories as detailed below:-</p> <p>a) Operation and maintenance of booster pumps 30 HP – 3 nos.</p> <p>b) Operation and maintenance of submersible pumps 5 HP-4 No.</p> <p>c) Operation and maintenance of Air cooled diesel generator set including Diesel (62.5 KVA)- 1 No.</p> <p>d) Disinfection/maintenance of CI/GI water lines i/c fittings</p> <p>i) 150mm dia CI pipe line 6500 (approx.)</p> <p>ii) 200mm dia CI pipe line 50 mtr. (approx.)</p> <p>iii) 250mm dia CI pipe line 1000 mtr. (approx.)</p> <p>iv) 80mm dia GI line 2200 mtr. (approx.)</p> <p>v) 100mm dia GI pipe line 600 mtr. (approx.)</p> <p>vi) Old CI/GI pipe line 500 mtr. (approx.) at gate, office,old pump house line etc.</p> <p>e) Maintenance of all accessories i/c fire hydrant gate valves, sluice valves, pressure release valves i/c material all tools and plants etc.</p> <p>f) Supply and mixing of bleaching powder and chlorine as per IS code etc or as required as per direction of engineer-in-charge complete.</p> <p>g) Repair and making good the pucca area excavated for maintenance for repair of water supply of line by supplying</p>	12	Per Months.		

	<p>and providing cement concrete/CC blocks for excavated area by lanes, roads or chambers which is required for maintaining the lines i/c disposal of rubbish out side APMC premises complete in all respect as per direction of engineer-in-charge.</p> <p>h) Repair and making good pucca area excavated.</p>				
	Total				

I/we have read the conditions of contract carefully and am/are ready to carry out the same job at the rate mentioned against each item of the above mentioned schedule.

Signature of the contractor with Seal