

TENDER DOCUMENT

FOR

N/W :- Outsourcing of Sanitation Services at MNI (NFM) Azadpur Delhi.

S.H. :- Cleaning, Sweeping, Scavenging including collection of Garbage to Dhallows including cleaning of pias and urinals of NFM Azadpur.

Executive Engineer,
APMC, Azadpur

INDEX

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S.H. :- Cleaning, Sweeping, Scavenging including collection of Garbage to Dhallows including cleaning of piaos and urinals of NFM Azadpur.

S. No.	Particulars	Page No.
1.	Cover page & Index	: 1-2
2.	Notice Inviting Tender (Form APMC-6)	: 3
3.	Instructions to Tenderers for submission of tender	: 14
4.	Item Rate, Tender and contract of work (Form APMC-8)	: 18
5.	Schedules & Schedule-F	: 22
6.	Scope of work of the contract	: 26
7.	Terms & Conditions of contract	: 31
8.	Additional Conditions	: 37
9.	General Conditions	: 40
10.	Special Conditions	: 43
11.	Performa for Performance Sanitation/ Bank Guarantee Bond & Affidavit (Annexure- I to V)	: 46-53
12.	Form A1 to form A8	54-61
13.	Schedule of Quantities	: 62-63

Certified that this N.I.T. contains pages 1 to 63 only in chronological order

**Executive Engineer
APMC, Azadpur**

AGRICULTURAL PRODUCE MARKETING COMMITTEE AZADPUR

1. NOTICE INVITING TENDER

Item rate tender is invited in two bid system through Delhi Govt. e-procurement website <https://delhi.govtprocurement.com> on behalf of the Secretary, APMC, Azadpur for under mentioned work from specialized agencies or registered agencies for sanitation services. (Joint Venture firms are not permitted)

N/W :- **Outsourcing of Sanitation Services at MNI (NFM) Azadpur Delhi.**
S.H. :- **Cleaning, Sweeping, Scavenging including collection of Garbage to Dhallows including cleaning of piaos and urinals of NFM Azadpur.**

The work is estimated to cost :- Rs.1,83,50,876/-

1. Pre Qualification and Eligibility Criteria

NOTE:- (All documents mentioned under 1.1 and 1.2 are required to be uploaded with bids by the agencies for qualification under technical bids)

1.1 Three similar completed works each costing not less than **40% of estimated cost**
or

Two similar completed works each costing not less than **50% of estimated cost**
or

One similar completed work costing not less than **80% of estimated cost.**

(i). The eligible contractor must have executed at least one similar work (either part of above or a separate one) with some Central/State Govt./Central Autonomous body/ Central Public Sector undertaking. Experience shall be submitted in the format mentioned at Form-A8.

(ii) The average annual financial turn over should be at least **50% of estimated cost** during immediate last 3 consecutive financial year period ending 31st March, 2018 of the previous financial year.

Similar work means "The work of external cleaning, scavenging and with or without disposal of garbage"

Please note the work experience of housekeeping services shall not be treated as “similar work”.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum calculated from the date of completion to last date of receipt of application for tenders.

- (iii) Solvency Certificate of the amount equal to 40% of the estimated cost of the work. (This solvency certificate should be obtained from the Nationalised Bank exclusively for this work.)**
- iv) Agency should not have incurred any loss in more than 2 years during the last 3 years ending 31.03.2018. As a documentary proof agency shall upload Chartered Accountant certified profit & Loss statement of immediate last 3 consecutive financial year period ending 31st March, 2018.**

1.2 Technical & Financial bid shall be up-loaded, simultaneously. But documents required for Technical Bid shall only be uploaded under **Technical Bid Part** and Financial Bid shall only be uploaded under **Financial Bid Part** (as per the attached financial bid document hereunder) and both these bids shall be uploaded through E-tendering with scanned & self attested copies of

- (i) An Earnest Money Deposit of Rs.3,67,100/- (Rs. Three Lakh Sixty Seven Thousand One Hundred only) should be remitted by RTGS/NEFT Challan in favour of APMC, Azadpur, A/c No.50276843057 of Allahabad Bank Azadpur, IFSC Code. ALLA0210711, MICR Code. 110010004. Scanned copy of Challan shall be uploaded.**
- (ii) Work experience certificates*.**
- (iii) PAN card.**
- (iv) Registration with Provident fund deptt. indicating the employment of trained manpower to provide sanitation services as per schedule of this work.**
- (v) GST Registration Number.**
- (vi) ESI Registration Number**
- (vii) The list of equipments for cleaning, sweeping, scavenging and disposal. The equipments should either be owned by the agency or they should be on lease basis. A proper documentation in support of ownership or lease MOU hold shall require to be attached.**

- (viii) Proof of specialized agency or Registration certificate of having firm registered for sanitation work.
- (ix) Affidavit on non-judicial stamp paper of Rs. 50/- regarding non execution of similar work on back to back basis. (On prescribed performa of NIT)
- (x) Affidavit regarding Self declaration that firm has not blacklisted or abandoned on a Stamp Paper of Rs. 50/- as per details in NIT.
- (xi) Undertaking on Non judicial stamp paper of Rs.50/- regarding disbursement of salaries of employees on minimum wages engaged on contract.
- (xii) **Form A1 to A8 dully filled as per page 55 to 61 and Annexure –I and II as per page 52 to 54 on the basis of which the marks shall be assigned to the agency during technical evaluation of the case. Please note in case if the forms duly filled are not attached with the tender submission, then his bid is likely to be rejected and may not be considered for evaluation.**

Note :- (1) Agency shall enclose/upload all requisite papers/ under taking (on non judicial stamp paper of Rs. 50/- each dully notarized). In the event of failure to enclose/upload above, bid of the participating firm shall not be considered for Technical Evaluation.

(2) No Financial Bid/ Rate be given under Technical Bid. In case if any agency upload financial Bid/ rate with above Technical Bid documents, his bid shall not be considered for Technical Evaluation and his tender shall be invalid.

- ❖ The tenderer shall require producing definite proof of Experience from the appropriate authority, in line with the above eligibility criteria and it should be to the satisfaction of competent authority of having satisfactorily completed similar work of magnitude specified above. Work executed with private sector, be supported by TDS certificates and letter from the PSU.
- ❖ Only scanned and uploaded documents through E-tender process shall be considered for eligibility. No other document later on submitted manually shall be considered. The tenderer shall have no claim on this account afterwards.

- 1.1** “I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in DAMB and its APMCs in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Officer-in-charge shall be free to forfeit the entire amount of Earnest Money Deposit/ Performance Guarantee.”
- 1.2** Agreement shall be drawn with the successful tenderer on prescribed Form which is available with APMC Azadpur office. Tenderer shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.
- 1.3** **The period of contract for carrying out the work shall be TWELVE Months** from the date of start as defined in schedule “F” or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
- 1.4** The site for the work is available.
- 1.5** Tender documents consisting of scope of work, Terms, Condition, schedule of quantities of the work to be done are available and can be seen in the office of the Executive Engineer, APMC, Azadpur between 11.00 **hours** to **15.00 hours** from 12/07/2018 to 21/07/2018 every day except on Holidays. Tender documents is *available on web site* <http://delhi.govtprocurement.com>
- 1.6** Tenderer shall submit the EMD in favour of APMC, Azadpur of Rs. **3,67,100/-** through RTGS as per following detail:
- a)** Name of the Bank: Allahabad Bank, Azadpur Branch
 - b)** A/c No. : 50276843057
 - c)** IFSC code.: ALLA0210711
 - d)** MICR Code: 110010004
- 1.7** The tenderer shall scan copy of the UTR of Earnest Money Deposit through RTGS and other documents, as required above and then upload the same scanned copies, duly signed by him owning responsibility for their’s correctness / authenticity in support of their eligibility, along with the tender at web site <http://delhi.govtprocurement.com>

1.8 Submission of tender through e-procurement will be stopped on 0000000 at **13.00** hours and only technical bid will be opened on the same day at **15.00** hours *and result of technically qualified tendered will be displayed on web site <http://delhi.govtprocurement.com> which can be seen by all the tenderers who participated in the process. The financial bids of only technically qualified bidders shall be opened. The criteria for technical evaluation has been endorsed further in the document for reference of bidders.*

1.9 The Contractor, whose tender is accepted, will be required to furnish performance guarantee of **5% (Five Percent)** of the awarded amount within the period specified in **Schedule 'F'**. This guarantee shall be in the form of Deposit at call receipt of any scheduled bank/Banker'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. This Bank Guarantee shall be valid further upto six months of stipulated date of completion of the work. Also shall require to submit an affidavit along with this performance guarantee that the PG shall be revalidate in the event if the contract is further extended. Failure to extend the bank guarantee/performance guarantee as and when desired by officer-in-charge, he shall be at liberty to encash the same.

1.10 **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**

1.11 **The description of the work is as follows :**

Engagement of Sanitation agency for Cleaning, Sweeping, Scavenging of Lanes, Bye-Lanes, Auction platform/ shed, Footpath, Roads of NFM, APMC, Azadpur (Area-53000 sq mtr) including Collection of Garbage from these Spots and Dumping to Dhallows of NFM, APMC, Azadpur.

1.14 Copies of 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 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 like traffic congestions etc. which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site of work and sanitary landfill sites of MCD or its authorized landfills sites near to the concerned APMC 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, and required machinery, 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 of conditions at which stores, tools, plant, machinery etc. will be required to him & local conditions and other factors having a bearing on the execution of the work.

1.15 The competent authority on behalf of APMC, Azadpur does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of any reason. All tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.

1.16 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.

1.17 The competent authority on behalf of APMC 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.

1.18 Security Deposit upto 5% of awarded amount shall be deducted from the running accounts bill of the contractor. This shall be released after three months of satisfactory completion of the contract including extended period, if any.

1.19. The contractor shall not be permitted to tender for works in the APMC, Azadpur in which his near relative is posted as an officer in any capacity. 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 DELHI AGRICULTURAL MARKETING BOARD OR APMC. Any breach of this condition by the contractor would render him rejection of his tender.

1.20 The contractor shall give a list of both Gazetted and non-gazetted DAMB/ APMC employees related to him.

1.21 No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the APMC is allowed to work as a contractor for a period of two year after his retirement from Government service, without the previous permission of the Secretary, APMC, Azadpur in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the SECRETARY, APMC Azadpur as aforesaid before uploading of the tender or engagement in the contractor's service.

1.22 The tender for the works shall remain open for acceptance for a period of **ninety (90) days** from the date of **opening of financial bid**. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.

1.23 **Further, the tenderer shall not be allowed to participate in the re-tendering process of the work.**

1.24 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 **30 days** from the stipulated date of start of the work, sign the contract consisting of: -

PWD(6) notice inviting tender, scope of work, General and special condition, PWD (8) form, schedule of work, specification of diagram including all correction slips/modified edition(2014) up to date of uploading of tender.

1.25 The contractor shall quote his rates keeping in mind the terms & conditions, particular specifications and special conditions etc. and nothing shall be payable extra whatsoever unless otherwise specified. If the tendered does not quote the rate for any item, leaving the space blank, whatsoever, it will be presumed that the tenderer has loaded the cost of this/ these item(s) on other item(s), and he will execute this /these items at zero cost, and the tender will be evaluated accordingly.

1.26 In case of any difference / ambiguity between English & Hindi versions, English version shall prevail.

1.27 The **department shall deduct Income Tax and other applicable taxes on the value of work done from each bill of the contractor as per prevailing Government orders.** In lieu, the department shall issue a certificate of deduction of the tax at source to the contractor, in relevant form.

1.28 The department **shall deduct Labour Cess @1% on the value of work done** from each bill of the contractor as per prevailing Government instructions/orders.

1.29 In the tender document, the word “CPWD” shall be read as “APMC, Azadpur” wherever exists.

1.30 The tenderer shall ensure to submit his offer only through E- tendering process.

Executive Engineer
[For & on behalf of SECRETARY, APMC, Azadpur]

2.0 **CRITERIA FOR TECHNICAL EVALUATION OF THE BIDS FOR PRE-QUALIFICATION**

2.1 The tenderer shall submit his tender under two-bid system where the technical bid and financial bid shall be evaluated separately.

2.2 After evaluation of technical bids, financial bids of the eligible agencies shall be opened and there shall be 100% weightage of financial bids.

2.3 A substantially **responsive bid** shall be one that meets the requirements of the bidding documents in **totality i.e. by following the procedures as laid down in document** . The technical bid not meeting the minimum requirements as per the tender documents shall be rejected and their's financial bid shall not be evaluated/ opened.

- (I) The responsiveness of bid, i.e; receipts of duly filled, signed and accepted bid documents in complete form, including Authorization letter.
- (II) Receipts of valid EMD with requisite amount in acceptable format.
- (III) Documents in proof of meeting the minimum eligibility criteria.
- (IV) Any other documents as required to support the responsiveness of the bidder, as per tender.

2.4 The bidder who qualified in the technical evaluation stage shall only be called for opening of financial bids. Client shall intimate the bidders, the time/venue for the **financial Bid opening**.

2.5 **Bidder shall be assigned marks out of total 100 marks against each attributable as specified below:-**

	Attributes	Evaluation
(a)	Financial strength (20 marks)	
	(i) Average annual Turnover 16 marks	(i) 60% marks for minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) – on pro-rata basis
	(ii) Solvency Certificate 4 marks	
(b)	Experience in similar (20 marks)	
	Class of works	i) 60% marks for minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more

		In between (i) & (ii) – on pro-rata basis
(c)	Performance of works (Quality) (10 marks)	
	(i) Very Good (ii) Good (iii) Satisfactory/ Fair (iv) Poor	10 07 05 00
(d)	Personnel and Establishment (Max. 05 marks)	
	i) Sanitary Inspector with 5 years experience (ii) Supervisor iii) Foreman	2 marks for each upto Max. 4 Marks 1 mark for each upto Max. 2 marks 1 mark for each upto Max. 2 marks
(e)	Plant & Equipment (Max. 20 marks)	
	(i) Loader /JCB (ii) Truck / Dumpers (iii) Skid loader (iv) Super sucker machine (v) Vacuum mechanical road Sweeping Machine (vi) water tanker (vii) Tractor trolley (viii) Sewer jetting machine Note: In case of leased plant and equipments, 50% marks for each and maximum shall be awarded against each equipment.	1 mark for each upto Max. 2 marks 1 mark for each upto Max. 5 marks 1 mark for each upto Max. 2 marks 2 marks for each upto Max. 2 marks 2 marks for each upto Max. 3 marks 1 mark for each upto Max. 2 marks 1 mark for each upto Max. 2 marks 1 mark for each upto Max. 2 marks

(f)	No. of years in operations in the same field	(Max. 05 marks)
	i. 5 years	3 marks
	ii. More than 5 yrs & upto 10 yrs	4 marks
	iii. More than 10 yrs	5 marks
(g)	No. of manpower on roll with ESI/ EPF No.	(Max. 15 marks)
	(i) Upto 200	08 marks
	(ii) More than 200 & upto 400	12 marks
	(iii) More than 400	15 marks
(h)	Quality related marks	(Max. 05 marks)
	i. ISO (less than 3 yrs)	03 marks
	ii. ISO (3-6 yrs)	04 marks
	iii. ISO (more than 6 yrs)	05 marks

NOTE: BASIC MINIMUM CRITERIA FOR ELIGIBILITY FOR SHORLISTING

- 1) To become eligible for short listing the bidder must secure at least 50% marks in each column and 70% marks in aggregate.
- 2) The agency who will not submit solvency as per NIT condition shall be disqualified.
- 3) The agency who will not submit EMD shall be disqualified.
- 4) The agency who will not fulfill the minimum experience criteria shall be disqualified.
- 5) Agency who will not fulfill the minimum turnover criteria area shall be rejected in technical bids. Agency shall submit proper document as a proof duly authenticated by CA in respect of their annual turnover for qualification in technical Bid.
- 6) Profit & Loss statement fully authentic shall be submitted along turnover otherwise shall be disqualified.

6.0 INSTRUCTIONS TO TENDERERS FOR SUBMISSION OF TENDER:

- 6.1** Tenderer, who shall propose any alteration in the scope of work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other condition of any sort **including conditional rebates, will be summarily rejected forthwith.**
- 6.2** The tenderer shall have to give self-declaration and a certificate that the firm has not been blacklisted or abandoned any work in the past in/ by any of the Government Organization /Public Sector/Hospital/Reputed Private Organization. The declaration/ certificate shall be submitted along with the tender in the event if it is found that the tenderer has submitted wrong information in this regard his tender shall be summarily rejected and department can also initiate action against the firm for furnishing wrong information.
- 6.3** The contractor shall quote his rates keeping in mind the scope of work; terms and conditions, additional and special conditions etc. and nothing shall be payable extra whatsoever unless otherwise specified beyond this quoted rates of the contractor.
- 6.4** In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney should be produced with the tender and it must be disclosed that the firm is duly registered under the Indian Partnership Act, 1952.
- 6.5** The contractor shall get himself registered as per section-7 of the Building and other construction workers (Regulation of Employment and conditions of service) Act, 1996 and all the workers employed on the work shall be registered as beneficiary as per section-12 of the said before release of payment.
- 6.6** The contractor shall properly maintain register of beneficiaries, health register, register of wages/ muster roll and report of accident as per various forms under the Delhi Building and Other Construction Workers (Regulation of Employment and conditions of service) Rules, 2002.

- 6.7** The tenderer may also go through General Condition of Contract 2010 with upto date correction slip of CPWD which is available as Govt. Publication with reputed book agency. However the word CPWD in the document may be read as APMC and the word President of India may be read as Secretary, APMC. Moreover may also be read/interpret ate in conjunction with this document.
- 6.8** The bidder shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages the bidder shall inform to Secretary APMC concerned.
- 6.9** In case the bidder has any doubt about the meaning of anything contained in the Tender document ,he shall seek clarification from the office of Secretary, APMC not later than one week before submitting his bid. Any such clarification, together with all details on which clarification had been sought, will be copied to all bidders without disclosing the identity of the bidder seeking clarification. All communications between the bidder and Department shall be carried out in writing.
- 6.10** Except for any such written clarification by the Department, which is expressly stated to be an addendum to the tender document issued by the office of Executive Engineer, APMC, Azadpur, no written or oral communication ,presentation or explanation by any other employee of DAMB/APMCs shall be taken to bind or fetter the Department under the contract.

7.0 Provision of ESI/EPF which shall required to be maintained by bidder.

- a. The Safai Karamchhari engaged by the agency for providing the services to the APMC shall at all times and for all purposes be the employee of the agency as per provisions of relevant act and labour laws. The agency shall be solely responsible for providing all fringe benefits to such employee namely ESI, EPF, Uniform & wages as per provisions of the laws applicable for such purpose from time to time. The agency will furnish a certificate to this effect every month to the Officer-in-charge failing which the APMC/DAMB shall have the right to with hold the payment. The rate quoted by contractor includes amount of EPF and ESI which is payable by contractor.
- b. EPF/ESI as applicable towards employee and employers contribution from time to time will be deposited by the agency with the concerned department. The quoted rate of contractor shall be deemed to include all the taxes what so ever and nothing on this account shall be payable to contractor over and above his quoted price.
- c. In the event if ESI / EPF pertaining to the employees engaged by the agency / contractor, is not deposited by the agency & the contractor fails to remit employee/ employer's contribution towards PF Subscription. within the stipulated time Department is entitled to recover the equal amount from any money due or fall due to the contractor under this agreement or any other contract and a penalty of Rs.25,000/- shall also be debit to the contractor.
- d. The contractor shall abide/comply with all the relevant labour laws and statutory requirements covered under Labour Act, Minimum wages and (Contract Labour Regulation & Abolition Act 1970), EPF, ESI and various other acts etc. as applicable from time to time with regard to the sanitation personnel engaged by him under the contract. It will be the responsibility of the contractor to provide details of manpower deployed by him, to APMC and also to the Labour Department of Delhi Government.

- e. As far as EPF is concerned, it shall be the duty of the contractor to get PF/EPF code number allotted by RPFC against which the PF/EPF subscription, deducted from the payment of labour engaged and equal employer's amount of contribution should be deposited with the respective PF/EPF authorities within 7 days of heavy mode such deduction, giving particulars of the employees engaged for the department works, is required to be submitted to the Department without fail.

- f. The contractor will maintain a register on which day to day deployment of labour will be entered. While raising the bill, the deployment particulars of the labour engaged daily, shift wise should be shown. The contractor shall give an undertaking (on the format), regarding payment of wages as per rules and laws in force.

**AGRICULTURAL PRODUCE MARKETING COMMITTEE
AZADPUR**

STATE : DELHI

DIVISION : APMC, Azadpur

8.0 ITEM RATE TENDER & CONTRACT FOR WORKS

Tender for the work of

**N/W :- Outsourcing of Sanitation Services at MNI (NFM) Azadpur Delhi.
S.H. :- Cleaning, Sweeping, Scavenging including collection of Garbage to
Dhallows including cleaning of piaos and urinals of NFM Azadpur**

- (i) To be submitted *through e-procurement solution* by 13.00 hours on ___/07/2018 to Executive Engineer, APMC, Azadpur through **web site** <http://delhi.govtprocurement.com>
- (ii) To be opened in presence of tenderers who may be present *either at the place of opening of tenders (electronically) on ___/07/2018 at 15.00 hours.*

Released to website <http://delhi.govtprocurement.com>
at Tender I.D. No. _____

Signature of officer releasing
the documents

.....**

Designation :
Date of Release: ___/07/2018

Executive Engineer

TENDER

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

I/We hereby tender for the execution of the work specified by the permission to them of VC , DAMB within the time specified in Schedule "F", viz., schedule of quantities and in accordance in all respects with the instructions in writing referred to in Rule-I 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 condition so far as applicable.

I/We agree to keep the tender open for **ninety (90)** days from the date of its opening of financial bid and not to make any modification in its terms and conditions.

A sum of Rs. 3,67,100/- has been deposited as EMD through RTGS in favour of APMC, Azadpur, A/c No.50276843057 of Allahabad Bank Azadpur, IFSC Code. ALLA0210711, MICR Code. 110010004.

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 VC , DAMB 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 works referred to in the tender documents upon the terms and conditions contained or referred to 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 and Performance Guarantee in original to APMC, Azadpur as aforesaid, I/we may be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, If such a violation comes to the notice of Department, then I/we shall be debarred for tendering in DAMB in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Officer-in-charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents 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 authorised to communicate the same or use the information in any manner prejudicial to the safety of the APMC.

Dated*

Witness:

Address:

Occupation:

Telephone No:

*
Signature of Contractor
Postal Address
*
*
*
Telephone No.
Fax
Email

**** To be filled in by the contractor***

10.0

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 letter referred to below shall form part of this contract agreement:-

i)

ii)**

iii)



For & on behalf of the Secretary, APMC_____

Date:**

Signature.....**

Designation: **Executive Engineer**

**** To be filled in by the Executive Engineer**

11.0 SCHEDULES

SCHEDULE 'A'

Schedule of Quantities: - Attached at page 61 to 62

SCHEDULE 'B'

Schedule of materials to be issued to the contractor:

Sl. 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
-----All materials to arrange by the contractor him self-----				

SCHEDULE 'C'

Tools and Plants to be hired from the department

No	Description	Hire charges per day	Place of issue
1	2	3	4
-----NIL-----			

SCHEDULE 'D'

Extra schedule for specific requirements / documents for the work, if any

List of plants & machinery owned by the agency or on lease basis.

SCHEDULE 'E'

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

N/A

SCHEDULE 'F'

Reference to General conditions of contract :- { General conditions of contract 2014 }

N/W :- Outsourcing of Sanitation Services at MNI (NFM) Azadpur Delhi.
S.H. :- Cleaning, Sweeping, Scavenging including collection of Garbage to Dhallows including cleaning of piaos and urinals of NFM Azadpur.

Estimate cost of Work : **Rs. 1,83,50,876/-**
Earnest Money : **Rs. 3,67,100/-**
Performance Guarantee : **5% of tendered value of work.**
Security Deposit : **5% of tendered value of work**

GENERAL RULES AND 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**

Definitions:

2(v) Officer-in-charge : **Executive Engineer**
2(vi) Engineer-in-charge : **Executive Engineer**
2(vii) Accepting Authority : **Vice Chairman, DAMB**
2(viii) Standard Schedule of Rates : **Market rate**
2(ix) Department : **APMC, Azadpur**
9(x) Standard APMC contract Form : **APMC form 8 – (2014 edition), as modified and corrected upto the last date of uploading of tender.**

Clause 1

- (i) Time allowed for submission of Performance guarantee from the date of issue of letter of acceptance } : **10 days**
- (ii) Maximum allowable extension beyond the period provided in (i) above } : **7days**

Clause 2

Authority for fixing compensation under clause 2. : **Vice Chairman, DAMB**

Clause 2A

Whether Clause 2A shall be applicable : **Not Applicable**

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start : **15 days**

Time allowed for execution of work : **Twelve Months (12 months)**

Clause 6, 6A

Clause applicable (6 or 6A) : **6A Applicable**

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. : **Monthly bills**

Clause 10 B (ii)

Whether Clause 10 B (ii) shall be applicable? : **No**

Clause 10 C : **Applicable**

Clause 10 CA

Materials covered under this clause : **Not Applicable**

Clause 10 CC:

Clause 10CC to be applicable in contracts with stipulated period of completion exceeding 18 months : **Not Applicable**

Clause 16

Competent Authority for Deciding reduced rates : **Vice Chairman, DAMB**

Clause 36

Minimum technical staff* required to deploy at site office for smooth execution of agreement:

S. No.	Description	Min. No.	Minimum Qualification	Minimum wages per month
1.	Chief Sanitary Inspector/ Sanitary Inspector	1 no.	Diploma of Sanitary Inspector including minimum experience of 5 years in the field of external sanitation work	Rs. 30,500/-
3.	Computer Operator	1 no.	Should have computer knowledge to work on MS-Office	Rs. 20,000/-

* The above deployment shall be for APMC Azadpur for smooth execution of the agreement.

12.0 SCOPE OF WORK OF THE CONTRACT

The following scope of work shall be involved which shall be required to clean/ perform on daily basis:-

- i.** Cleaning of roads footpath lanes, by lanes, auction platform, shed areas of NFM, APMC Azadpur.
- ii.** Cleaning of SW drains (open/covered, saucer drains) , gully traps, sewerage system of NFM, APMC Azadpur.
- iii.** Washing and Cleaning of all areas of Market yard i/c urinal blocks (18 nos.), water pias (10 Nos.) electric service station, high mask light, workshop, Submersible pump (4nos.) and maintenance of water supply system, gully traps, gratings, bell mouth, gully chambers to avoid filth in and around the area.
- iv.** Repair, maintenance & replacement of gully traps, gratings, manholes covers, bell mouth, wherever they are dismantled/ damaged/ so as to avoid entry of garbage into the SW drains/manhole and also to avoid accident.
- v.** Safe carriage/transportation of garbage by covering the transportation vehicle with tarpaulin sheet or as per guide lines of concerned department.
- vi.** Disinfection of dhallow, saucer drain and area around open drains, bell mouth, gully chambers, grating, gully traps, open channels by sprinkling of lime/DDT power or any chemical so as to maintain hygienic condition at dhallow and other open areas.
- vii.** All required T & P like brooms, bamboos, spades, handcart, wheelbarrow, skid steer loader, mini dumper, JCB, loader, dumper, hiva, water jetting tanker super sucker machine, sewer jetting machine etc shall be provided by the contractor when and wherever they are required so as to provide maximum time bound output. The rates of such machines are deemed to be included under tendered rates of the agency. The agency shall be bound to deploy the machinery as per requirement at site or as per the direction of Engineer-in-Charge.
- viii.** The rate of the agency shall include the work defined under scope of work and shall also be read in conjunction with terms, conditions, additional conditions, schedule of quantities, specifications appended herewith. Nothing extra whatsoever shall be given except the agreed rates.
- ix.** Agency shall establish the site office within the premises of APMC AZADPUR for effective maintenance of sanitation work. Simultaneously the agency will depute the required Manager / Sanitary Inspector along with necessary technical and Computer operator for supervision and execution of agreement. The Sanitary Inspector of the agency shall be required to be available at site for 24 hours so as to receive the instruction of department as well to look after the successful sanitation work. **Failure to deploy the indicated staff under schedule-**

‘F’ the recovery @ twice the minimum salary indicated shall be recovered from RA Bills.

- x.** The Officer-in-charge shall furnish a certificate of deployment of this technical staff at site office while forwarding the bill for payment.
- xi.** Comprehensive cleaning, sweeping, scavenging of lanes, bye-lanes, platforms, footpaths and roads, drains (Big & small) of entire including collection of garbage and its disposal to the Dhallows and thereafter to the sanitary landfill site of MCD or its authorized landfill sites. The agency shall be at liberty to dispose-off the garbage directly to SLF site of MCD.
- xii.** **He shall deploy the following minimum Safai Karamcharies and supervisor on all the 30/31 days of the month as the case may be (of aged between 18 to 45 years) to clean and removal of garbage in APMC’s for which the tender of this work is being submitted:**

i.	NFM, APMC Azadpur-all roads, lanes, by-lanes, auction platforms/sheds and footpaths of other location like in and around urinal blocks/ Sulabh sauchalya/ toilet blocks area in and around ESS water, piaos etc.	53 nos. unskilled (safai karamcharies) and 2 nos. of semi skilled worker i.e. supervisor in proper dress.
2.	Disposal of garbage of NFM, APMC Azadpur. from site collection upto Dhallow.	DO

- xiii.** Contractor shall deploy required nos. of labour, quantity of T&P like brooms, bamboos, spades, handcart, wheel barrow, skid steer loader, mini dumper, JCB, Loader, Dumper, Hiva, water jetting tanker, super sucker machine / sewer jetting machine etc etc for successful execution of this work. He shall make available the machinery as and when required so as to provide the maximum output, keeping in view the normal functioning of APMC and necessary adjustment shall be made in deployment of machinery without disturbing activities of mandi.
- xiv.** APMC requires cleaned area of complex 24X7 and Zero level of garbage in complex and Dhallows for this all necessary arrangements and inputs should be considered by the agency while quoting his rates w.r.t requirement of labour & machinery. Nothing extra beyond the quoted rates shall be payable to the agency on this a/c. The payment shall be considered on the basis of sq mtr area cleaned by agency.
- xv.** The contractor shall ensure that all the area are well maintained by regular cleaning through manual or mechanical means. The performance of drainage system shall be rated and

computed per month by Sanitary Inspector /AE and Engineer-in-Charge on the basis of day-to-day maintenance record.

- a) For this, Sanitation supervisor and representative of Secretary shall maintain a daily book/ register giving their remarks of satisfaction for each & every SW drain of the NFM, APMC Azadpur.
 - b) On the basis of so computed report for the entire month the SI & Secretary shall propose the amount to be release against cleaning and scavenging of SW drains.
- xvi.** The storm water drains are containing dirty water/sewerage water of the area as such the contractor shall have suitable labour to clean all these drains at no extra payment shall be released on a/c of foul conditions etc.
- xvii.** The agency shall clean and scavenge the area around gulli traps, gratings, bell-mouth, manhole covers, gulli chambers, cleaning of sump wells, the garbage so collected from these locations shall be disposed off to Dhalows NFM Azadpur, he will ensure that the collected garbage is not put in SW drains by the Safai Karamcharies.
- xviii.** The agency shall replace the covers / frame of gulli traps, gratings, manhole covers, bell-mouth covers, chambers etc. immediately if the same are removed / dismantled / broke / theft from its location. Also he shall repair the manhole covers / grating covers / its frame in the event if it has been damaged by the movement of trucks.
- xix.** Immediately on award of work the agency shall bring few quantities of each like covers / frames of manhole, gully trap cover, bell mouth cover etc. at site and the challan of such material at site shall be handed over to Officer-in-charge who shall keep the account in MAS register.
- xx.** Officer-in-charge/ Engineer-in-charge while forwarding the bill of the contractor shall enclose all requisite documents viz daily book, site order book, register etc complete and in case the agency failed to carryout cleaning work in terms of the contract condition recovery shall be made/proposed with approval of Secretary.
- xxi.** The agency shall disinfect the dhallaos after bringing it to zero level at least twice in a day including wet / filth areas of APMC AZADPUR by sprinkling gammexane, DDT powder or any other chemical required to keep hygienic condition. (The chemical brought at site shall be maintained in MAS register of department for which the challans shall be submitted by the agency.)

- xxii.** Details of daily cleaned area and labour deployed dully verified by the concerned supervisor and vetted by the representative of Officer-in-charge shall be required to enclosed with RA Bill for verification by accounts that the minimum labour shown in the tender document for deployment has whether been deployed or not.
- xxiii.** **For the purpose of payment, the area of footpath, auction platform/sheds, lanes, bye-lanes, roads, loading/unloading area, drains(Big & small) on cleaning and sweeping shall only be measured and paid. No other area of APMC shall be measure for payment. As cleaning & sweeping is deemed to be include in the area of lanes, bye-lanes, footpaths and roads.**
- xxiv.** In the event of any dispute between the labour deputed by the sanitation agency or with any local trader it shall be responsibility of the agency for liasning with police authorities.
- xxv.** Agency shall be responsible for corrective and preventive maintenance and upkeep of routine operations.
- xxvi.** The Agency shall intimate in writing the daily deployment of Safai Karamcharies / Supervisor for record of the APMC. In the event if it is noticed that the staff deployed is less than the indicated above the necessary recovery @ double the rate of minimum wages shall be effected from the RA Bills.
- xxvii.** It shall be a responsibility of the agency to keep the entire area of APMC , NFM, Azadpur neat & clean 24 x 7. In the event if it is noticed that the area is not properly clean the Officer-in-charge shall be at liberty to impose penalty and decision of Secretary, APMC AZADPUR on the quantum of penalty shall be final and binding.

xxviii. The following records & register shall be maintained as per direction of the

Officer-in-charge:-

- i. Duty chart / labour deployment chart daily
- ii. MAS register
- iii. Visitor's Inspection register
- iv. Supervisor daily book / register showing the detail of daily work carried out under their area
- v. Lost or found register
- vi. Site order book
- vii. Complaint register
- viii. Register indicating the area checked by SI as per schedule.

xxix. The nos. of skilled / unskilled worker shown under above para of scope of work are minimum and in case if more nos. of labours are required to clean and sweep the area to the satisfaction of the department, it shall be responsibility of the agency to provide the same and nothing extra shall be paid to the agency on account of deployment of such extra labour however in case if the labour deployed are less to the minimum indicated in that case the recovery twice the rate of minimum wages shall be effected.

xxx. Walky-Talky/Mobile shall be provided to the supervisors deployed at APMC NFM, Azadpur site simultaneously two sets shall also be provided to supervisor of Sanitation Engineering branch.

13.0 13.0 TERMS AND CONDITIONS OF THE CONTRACT

- i. **All the un skilled and semi-skilled workers shall mark there attendance on bio matric system installed at APMC Azadpur. Payment of the bill shall be made strictly on the basies on the attendance register on bio matric system.** No payment shall be released for the workers who have not register their bio- matric attendance for that period. The contractor has to give an undertaking (on the format), regarding payment of wages as per rules and laws in force.
- ii. **The market yard of Azadpur shall remain closed on every Sunday 10 AM to 5 PM.** Accordingly special sanitation driv shall be carried out by the contractor to maintain sanitation services through men power and machine
- iii. All liabilities arising out of accident or death or what so ever while on duty shall be borne by the contractor. The sanitation staff shall not accept any gratitude or reward in any shape.
- iv. Contractor should ensure that adequate supervisory staff is deployed to ensure optimum performance of the said sanitation services in accordance with the prevailing assignment instructions agreed upon between the parties. In order to exercise effective control & supervision over staff deployed by him, the sanitation/ supervisory staff will move in their areas of responsibility during working hours.
- v. All necessary reports/information will be supplied immediately as & when required. The agency shall maintain proper liaison with MCD/APMC & DAMB & keep up dated them with important issues.
- vi. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the department and shall not knowingly lend to any person or company any of the effects of the department under its control.
- vii. The contractor shall have his own Establishment/ set up/ mechanism/ Training institute for provide training aids to sanitation workers at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

- viii. Under the terms of their employment agreement with the contractor the sanitation staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the contractor.
- ix. In case it is established that department has incurred any loss, as a result of any act/lapse on the part of the contractor or his staff, the said loss can be recovered from the contractor. The decision of the Officer-in-charge will be final and binding on the agency in this regard.
- x. The contractor shall do and perform all such sanitation services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the department may issue from time to time and which have been mutually agreed upon between the two parties.
- xi. The department shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly contractor reserves the right to change the staff with prior intimation to the department.
- xii. **The personnel engaged by the contractor shall be dressed in neat and clean uniform (including proper name badges), including all safety equipment viz helmet etc failing which invites a penalty of Rs. 100/- per default, per person and habitual offenders in this regard shall be removed. The penalty on this account shall be deducted from the contractor's bills.**
- xiii. The personnel engaged should be courteous & pleasant mannerism in dealing with traders / visitors and should be disciplined. The department shall have right to have any person removed in case of staff complaints or as decided by representative of the Department if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.

- xiv. **The eight hours shift generally will be from 0600 hrs. to 1400 hrs., 1400 hrs. to 2200 hrs. and 2200 hrs. to 0600 hrs. But the timings of the shift shall be flexible & shall be revised by the APMC from time to time depending upon the requirements. Duty hours more than 8 hrs. at a stretch shall not be allowed. No payment shall be made by the Department for double duty, if any.**
- xv. **Contractor / Agency shall ensure that cleaning and removal of malba from APMC site is carried out daily he shall ensure that the deployed labour is not absent or forms cartel / union or goes on strike. It shall be an absolute responsibility of the agency to pacify and ensure execution of agreement smoothly.**
- xvi. **If such situation arises, where contractor failed to control his deployed labour and intends to take APMC at ransom or boycott the cleaning sweeping and removal of garbage from APMC site under any circumstance / situation. The department shall be free to levy a penalty @ one% of the estimated cost.**
- xvii. The decision of Secretary, APMC, Azadpur shall be final and binding (To operate this penalty Executive Engineer, APMC shall forward the case to competent authority enclosing necessary correspondence exchanged detailed report of situation and with recommendation of quantum of penalty).
- xviii. In case any area is left uncleaned on any day, **a penalty equal to double the payment on that a/c for** that particular day shall be levied by the department and the same shall be deducted from the contractor's bills.
- xix. **In case any public complaint is received attributable to misconduct/ misbehavior of contractor's personnel, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further, the concerned contractor's personnel shall be removed from the department immediately.**

- xx. In case the contractor fails to commence/ execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, Department reserves the right to impose the penalty as applicable in the tender document thus agreement.
- xxi. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/ fines. The concerned contractor's personnel shall attend the court as and when required.
- xxii. In case some additional and special sanitation services is required for some particular area on some specific occasion, agency shall be bound to carry out such directed works by Officer-in-charge and the same shall be paid to the agency on pro-rata basis.
- xxiii. Agency shall not sub let the work to any other contractor and shall be ready to work at any hour depending on the requirement of APMC.
- xxiv. **If the contractor is a partnership firm of two or more persons, all such persons shall be jointly and severally liable to the department for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The constitution of firm/ partnership shall not be altered without the approval of the department.**
- xxv. During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the department shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.
- xxvi. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the department may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the department from the contractor.

- xxvii. If any money is payable as the result of any instructions from the Labour Authorities or claim or application made under any of the Labour laws, or Regulations, by the department, such money shall be deemed to be payable by the contractor to the department within seven days. The department shall be entitled to recover the amount from the contractor by deduction payment due to the contractor.
- xxviii. The contractor shall indemnify and hold the department harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/ services under the contract provided by the contractor.
- xxix. **The contractor shall ensure to provide the female sanitation safai karamcharies in any shift as and when required in the premises as per the direction of Officer-in-charge.**
- xxx. Sanitation staff engaged by the contractor shall not take part in any staff union and association activities.
- xxxi. The department shall not be under any obligation for providing employment to any of the worker of the contractor after expiry of the contract. The department does not recognize any employee employer relationship with any of the workers of the contractor.
- xxxii. If any post payment is detected as a result of audit overpayment in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the Department from the agency.
- xxxiii. The contractor shall provide the copies of relevant record during the period of contract or otherwise even after the contract is over whenever required by the Department etc.
- xxxiv. The contractor shall **disburse the wages to its staff deployed in the Department every month through ECS or by account payee cheque** and statement of salary disbursement with their cheque nos. shall be submitted to Department along with bill, subsequently, during receiving of next bill the agency shall require to enclose Bank Statement of having cleared all ECs/ A/c payees cheques.

- xxxv. The contractor should have round the clock control room service in APMC along with quick response teams to deal with emergent situations.
- xxxvi. The staff engaged by the contractor shall be available all 24 hours as per their duty roster and they shall not leave their place without the prior permission of the authorized officer of the Department. Adequate supervision will be provided by the contractor to ensure correct performance of the said sanitation services in accordance with the prevailing assignment instructions agreed upon between two parties.
- xxxvii. The contractor has to arrange appropriate vehicles/machinery at their own cost for sanitation work and also use required chemical and insecticides everyday
- xxxviii. The contractor shall maintain/repair the vehicles/machinery etc at their own cost.
- xxxix. All the vehicles/machinery etc deployed by the contractor shall be registered from the Transport Department.
- xl. No extra claim can be raised on APMC on the account of fuel, lubricant. Tyre, spare-parts etc by the contractor in addition to mentioned in price bid.
- xli. No plea shall be considered for not cleaning any area/place even for a day.
- xlii. The contractor shall be responsible for any sort of accident /miss happening occurred during the working hour.
- xliii. All liabilities arising due to accident/miss happening or death of any staff of the contractor or any person while on duty shall be borne by the contractor.
- xliv. All type of waste /garbage shall be cleaned and dumped at dhallows/garbage collecting point or any such point created by APMC.
- xlv. The contractor shall deploy the loader operator who have the license from Delhi Transport Department.
- xlvi. The manpower and machinery shall be available 24 hours for sanitation work

14.0 ADDITIONAL CONDITIONS

- a) The Vice Chairman, DAMB on the advice of Secretary, APMC / Chairman, APMC shall be at liberty to terminate this contract at any time before the expiry period of the contract by giving one month written notice. If at any stage, it is noticed that the agency is not performing / giving output as per the required clause of agreement and to the satisfaction of Secretary, APMC. The decision of SECRETARY, APMC, Azadpur in this regard shall be final and binding and the issue would not be contestable by the agency.
- b) The machinery shall be required to deploy as per the direction of Officer-in-charge so as to carry out effective and quality sanitary services / condition and in the event if it is noticed that the agency has not deployed the required machinery the necessary recovery on account of non deployment of such machinery shall be made from the contractor.
- c) The Department / APMC shall not be liable to pay interest on delayed payment for the reasons, which are beyond his control.
- d) In case the work entrusted / assigned to the Contractor is not satisfactory the Contractor shall be liable to carry out to fulfill the same and in default his assigned work will be got done by a third party and the payment made thereof shall be deducted from the dues as payable to him.
- e) **In case department has any spare / idle machinery and contractor is short in such case the department can extend help to deploy such machinery on this work by the agency on hire charges fixed by the department on monthly basis. Such machinery may be provided without oil / diesel / lubricants, day-to-day maintenance, driver and shall be on as & where basis. However, it shall be responsibility to run & maintain such machinery with utmost care. Any loss / damage occurred to the machinery given on hire charges shall be recoverable from the agency.**
- f) **The contract period of this work is for twelve month from the date of commencement.**

- g)** If after submission of the tender the wages of labour increases or decreases as a direct result of the coming into force of any fresh law or statutory rule or order during the stipulated period of this contract including extension, if any, the increase / decrease of minimum labour wages as circulated by Govt. of Delhi shall be reimbursed / recovered accordingly.
- h)** This increase/ decrease shall be reimbursed/ recovered by the Engineer-in-charge on the basis of increase or decrease of wages of labour coming into force as per fresh law or statutory rule order. As per clause 10(c) of CPWD. **However coefficient of labour shall be governed in terms of estimate of the work or less deployment than estimate.**
- i)** This reimbursement/ recovery shall be governed as per Clause-10C of CPWD Form-7 / 8 appended under agreement of this work. The officer-in-charge may call books of accounts and other relevant documents from the agency / contractor to satisfy himself about reasonability of increase in wages and accordingly whether such increase has been delivered or paid to the workmen's or not. This escalation due to increased minimum wages labour shall only be paid on quarterly basis.
- j)** The contract shall be operated/executed by the agency / contractor and in case if the authority has been delegated to operate in that event the power of attorney duly registered indicating the acts and deeds to operate shall be specified and handed over to the Engineer-in-charge / Officer-in-charge.
- k)** In case there are any deviation/extra work the same shall be decided in terms of the provision of Works Manual of CPWD. Such deviation/extra work should have the prior approval of Secretary, APMC Azadpur.
- l)** The certification of the cleaning day to day shall be recorded by the officer not below the rank of CSI and this shall be conveyed to the engineer-in-charge on daily basis.
- m)** The agency shall ensure that JCB/ loader or any other machinery while working do not damage the roads or any other area in the complex, in case, it happens, then agency shall make good the same at his own cost.

n) The area can be checked any time by concerned Officer during the day however following schedule in general shall be adhered and agency / authorized representative should be available during this period:-

(i) 10.00 A.M. to 11.00 A.M.

(ii) 2.00 P.M. to 3.00 P.M.

(iii) 5.00 P.M. to 6.00 P.M.

15.0 GENERAL CONDITIONS

15.1.1 BID OPENING

The authorized representatives of the Department will open the Pre-qualification / Technical Bids in the presence of the Bidders or of their representatives who wishes to attend at the appointed place and time:

- i. The bid of any bidder who has not complied with one or more of the conditions will be summarily rejected.
- ii. Conditional bids will also be summarily rejected.
- iii. Financial bids of only the technically qualified bidders will be opened in the presence of qualified bidders. On the date and time fixes by the committee which shall be intimated in advance.

15.2 Right to accept any Bid and to reject any or all Bids:-

- i. The Secretary, APMC, Azadpur (Government of NCT of Delhi) is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.
- ii. The Secretary, APMC, Azadpur (Government of NCT of Delhi) may terminate the contract if it is found that the agency is black listed on previous occasions by any of the Departments/Institutions/Local Bodies/ Municipalities/ Public Sector Undertakings, etc.
- iii. The Secretary, APMC, Azadpur (Government of NCT of Delhi), may reject the Bid in the event that the Bid is accepted but the successful bidder fails to furnish the performance Security or fails to execute the contract agreement.

15.3

AWARD OF CONTRACT

- i. The office of APMC, Azadpur , Government of NCT of Delhi, will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
- ii. The Office of APMC, Azadpur Government of NCT of Delhi, will communicate the successful bidder by facsimile confirmed by letter transmitted that his bid has been accepted. This letter (hereinafter and in the condition of contract called the “Letter of acceptance”) shall prescribe the amount which department will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.
- iii. The successful bidder will be required to execute a contract agreement within a period of 30 days from the date of issue of Letter of acceptance.
- iv. The successful bidder shall be required to furnish a **Performance Security @ 5% of awarded cost of the work within 15 days of issue of “Letter of acceptance”** in the shape and form of instrument explained in earlier chapters of this tender document.
- v. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Earnest Money Deposit.

15.4 OBLIGATION OF THE CONTRACTOR:

- i. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements as evidence of filing of returns every year and shall keep the employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

ii. Dispute Resolution

- a. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by the joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Secretary, APMC, Azadpur.
- b. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

iii. JURISDICTION OF COURT

The courts at Delhi/ New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

iv. Expression of authorities

- i. The Engineer-in-charge and office incharge referred herein shall be Executive Engineer of APMC, Azadpur.
- ii. Workman means any person employed by the contractor directly or indirectly to do any skilled or unskilled, supervisory, technical or clerical work.
- iii. Fair wages means the minimum wages notified under the provision of the minimum wages act of Delhi Govt.
- iv. The word CPWD, PWD written under general of contract -2014 may be read as APMC / DAMB.

16.0 **SPECIAL CONDITIONS**

In respect of order passed by the Hon'ble High Court of Delhi in W.P.(C) 5232/2007 titled "National Campaign for Dignity & Rights of Sewerage & Allied Workers Versus MCD & Others", the following special conditions will be strictly implementation while undertaking the work of sewage cleaning at the place of work:

- a) All necessary personal safety equipment & protective gears as stipulated be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned before the worker is allowed to enter.
- b) Entry for workers in the sewer line/ manholes shall not be allowed except under supervision of JE / SPM and responsible authorized representative of the contractor.
- c) Before entry, presence of toxic gases be tested by inserting wet lead acetate paper which changes colour in presence of such gases and give indication of presence.
- d) Presence of oxygen is verified by lowering a detector lamp into the man hole. In case, no oxygen is found inside the sewer line, workers should be sent only with oxygen kit.
- e) The workers engaged for cleaning the manholes/ sewers should be properly trained before allowing working in the manholes.
- f) The workers are employed in sewer and manholes shall be provided with protected gears like gum boots, helmets, gloves, PVC protective body suits, gas mask with oxygen cylinder, torch and safety belt with rope.
- g) The worker should not be allowed to work inside the manhole continuously. He should be given rest intermittently.
- h) Air blowers should be used for flow of fresh air through the manholes. Whenever called for portable air blowers should be used for ventilating the manholes.
- i) The workers shall be issued an Employed Card in form-14 of the CL(R&A) central rules 1971 within three days of the employment of the worker by the contractor.

- j) The worker shall be got medically examined before the commencement of work and at a regular interval and fortnight free of cost and copies of medical records shall be furnished in the office of Manager (CT).
- k) The worker diagnosed with medical disease that is medically not suitable for cleaning of sewer manholes as per the advice of doctor, shall not be permitted to be deployed on such type of works.
- l) During the executing of the work, if a worker is diagnosed with disease due to the cleaning of sewer/ manholes work, the treatment of the disease shall be given free of cost.
- m) Compensation shall be paid by the respondent and recoverable from the contractor, if permissible in law, to all the workmen suffering from any occupational disease, ailment or accident in accordance with the provisions of the worker men's compensation Act, 1923.
- n) On the death of any worker (at site during execution of contract) including any contract worker, an immediate ex-gratia solarium of Rs. One lacs with liberty to recover the same from contractors.
- o) To ensure payment of all statutory dues such as provident fund, gratuity and bonus to all the sewer workers, including contract workers, as applicable law.
- p) To provide restroom and canteens including therein first-aid facilities, safe drinking water, washing facilities, latrines and urinals, shelters crèches as per applicable model rules.
- q) A proper record of all the happening in the site order book shall be maintained which shall include:-
- a. Provision of safety equipment to the contractor.
 - b. The date about pre-inspection of sewer line before entering.
 - c. Training to safety workers.
 - d. Use of safety workers.
 - e. Barricading of working site.
 - f. History card of sewer workers and equipments.
 - g. Daily record of work performed.

17.0 Payment / measurement modalities for the contract.

- i. The storm water drains lines(open or covered) shall require to be clean on daily basis to avoid stagnation of filth & garbage either by way of manual or by mechanized cleaning. However, the payment on this account shall be made once in a year in terms of clause 10 of page no.25 of NIT document.
- ii. Cleaning, sweeping and disposal of garbage shall be minimum 2 times daily that in 2 shifts and shall provide zero level cleaning of area and dhallow. However, the rates to carry out the work in 2 shifts are deemed to be included in the tendered rates of the agency.
- iii. The agency shall clean the entire of the complex of NFM except between shed no. 16 & Kissan Bhawan , between shed no. 16 to 17 between Shed No. 17 & 18 and between shed no. 18 & 19, road from Gate no. 5A towards Shed No. 19. The agency shall clean all roads, footpaths, covered/auction platforms, road berms, shed area and steps of platforms, drains etc all complete **however, he shall only be paid the area of road, footpath loading unloading area and berms only and the cost of labour deployment on other locations shall be deemed to be included in the area of road, footpath and berms so measured. But in the event of non cleaning of other areas abutting to the road/ footpath/berms, the contractor shall not be paid the measurement of such road/footpath/berms. Moreover in this context NIT document controlling the payment on this a/c may also be read through.**

(ON A STAMP PAPER OF Rs.50/-)
UNDER TAKING

To,
Secretary,
APMC _____

Name of the firm/Agency _____

Name of the tender _____ Due date : _____

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and understood myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum wages Act, Contract Labour Act and other statutory provisions like provident Fund Act, ESI Bonus, Gratuity , Leave , Relieving Charges, Uniforms and Allowances thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act amended by the Government time to time and shall be fully responsible for any violation.
4. I/We shall provide trained sanitation workers.
5. I/We do hereby under take that neat and clean environment of the department shall be ensured by our Agency, as well as any other point considered our Agency . Our Sanitation Service shall be covered under “ Fidelity Bond” through insurance Agency for minimum sum of Rs. _____ Lakhs(Rupees _____) . The Insurances charges for Fidelity Bond shall be paid by me/us. The loss on account of theft, if any, shall be recoverable from me /us through fidelity bond.

(Signature of the Bidder)

Name : _____

Address : _____

**AGRICULTURAL PRODUCE MARKETING COMMITTEE
AZADPUR**

TENDER FORM FOR PROVIDING SANITATION SERVICES

1. Cost of tender : Rs.NIL
- Affix duly Attested
P.P.Size recent
Photograph of
Prospective bidder.
2. Due date of tender :-
3. Opening time and date of tender : _____
4. Name, address of firm/Agency and Telephone numbers :- : _____
5. Registration No. of the Firm/Agency. : _____
6. Name, Designation, Address, email and Telephone : _____
No. of Authorized person of firm/ : _____
Agency to deal with : _____
7. Please specify as to whether Tenderer is sole proprietor /Partnership firm. Name and Address and telephone No. of Director/ Partner should specified. : _____

8. Copy of PAN card issued by Income Tax Department and copy of previous three Financial Year's Income Tax Return. : _____
9. Provident Fund Account No. : _____
10. ESI Number : _____
11. License number under Contract Labour (R&A)Act for 100 person in sanitation work : _____
12. Details of experience in sanitation work : _____
13. Valid TIN number issued by Trade and Tax Department : _____

14. Details of Bid earnest money :

(a) Amount :- Rs. _____

(Rupees in words also)

15. Details of ISO Certification :

16. Any other information :

17. Declaration by the bidder :

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ four selves abide by them.

(Signature of the bidder)
Name and Address with seal

AGRICULTURAL PRODUCE MARKETING COMMITTEE, AZADPUR**Area wise scope of work**

Detail of area	Scope of work
Entire area of roads, lanes, by-lanes, auction platforms/sheds and footpaths of other location like in and around urinal blocks/ Sulabh sauchalya/ toilet blocks area in and around ESS water, pias etc.	<p data-bbox="980 485 1479 884">Daily Cleaning / scavenging, housekeeping, collecting of garbage, loading & unloading of garbage & dumping of same from site / Dhallow of NFM Azadpur i/c cleaning of drains / saucer drain and removal of sludge and filth. Also repair, replacement and maintenance of damaged manhole covers, bell mouth, gully traps etc. and replacement of damaged covers etc.</p> <p data-bbox="980 884 1479 1031">Disposal of garbage from Site to dhallow shall be the responsibility of outsourced agency i/c disinfection of dhallow etc..</p>

Executive engineer, APMC, Azadpur

ANNEXURE-IV

FORM OF BANK GUARANTEE BOND FOR PERFORMANCE GUARANTEE

In consideration of the SECRETARY, APMC, Azadpur (hereinafter called "Secretary, APMC") having agreed to exempt (Hereinafter called the said contractor(s) from the demand under the terms and conditions of Tender No. invited for the work of

.....
(Hereinafter called "The said tender") part earnest money for compliance of his obligations in accordance with the terms and conditions of the said tender, on production of a irrevocable Bank Guarantee for Rs. (Rupees only), we (indicate the name of the bank) (hereinafter referred to as "the Bank) hereby undertake to pay to DAMB an amount not exceeding Rs. (Rupeesonly) on demand by DAMB.

2. We (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure. merely on a demand from APMC stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However. our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees..... only).

3. We (indicate the name of the bank) the said bank further undertake to pay to APMC any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the said tender and that it shall continue to be enforceable till all the dues of APMC under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till Secretary, APMC on behalf of APMC_____ certified that the terms and conditions of the said tender have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.

5. We (indicate name of the bank) further agree with APMC that APMC shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender or to extend time of tender by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by APMC against the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said tender and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of APMC or any indulgence by APMC to the said contractor(s) or by any such matter of thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of APMC in writing.

8. This guarantee shall be valid upto unless extended on demand by APMC. Not withstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees

..... only) and unless a claim in writing is lodged with us within TWELVE Months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Date the day of for

.....
(indicate the name of Bank).

AFFIDAVIT

I/We have submitted a Bank Guarantee for the work

(Name of work)

Agreement No. dated from
.....
.....

(Name of the Bank with full address)

to the Dy. Secretary..... with a view to seek exemption from
payment of Security Deposit/performance guarantee in cash. This bank guarantee expire on
..... I/We undertake to keep the validity of the bank guarantee intact by
getting it extended from time to time at my/our initiative upto a period of
..... months after the recorded. date of completion of the work or as
directed by the Officer-in-charge.

I/We also indemnify APMC against any losses arising out of non-encashment of the bank guarantee,
if any.

Note: The affidavit is to be given by the executants dully notarized.

**PARTICULARS IN RESPECT OF WORK COMPLETED/EXECUTED
(DURING LAST 7 YEARS)**

(ONLY SIMILAR PROJECTS)

S. No.	Name of the work/ project location	Owner or sponsoring organization	Cost of work in crores of rupees	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation/ arbitration cases pending/ in progress with details*	Name of address/ telephone number of officer to whom reference may be made	Remarks
1									
2									
3									
4									

Note:-

- i.** Agency shall also submit the certificate of satisfactory completion of the work from the respective client along with the copy of award letter/ work order.
- ii.** Details enclosed without completion certificate issued by the competent authority shall be treated as Nil experience.
- iii.** Only completed works shall be counted/ considered for eligibility.

Certified that above information is correct.

Signature of Agency

PROJECTS UNDER EXECUTION OR AWARDED

(ONLY SIMILAR PROJECTS)

S. No.	Name of the work/ project location	Owner or sponsoring organization	Cost of work in crores of rupees	Date of commencement as per contract	Stipulated date of completion	Upto date percentage progress of work	Slow progress if any and reasons thereof	Name and address/ telephone number of officer to whom reference may be made	Remarks
1									
2									
3									
4									

Note:-

- i) Agency/ Firm shall also submit the award letter / work order from the respective clients
- ii) This shall only be required to acceptance the strength of staff.

Certified that above information is correct.

Signature of Agency

DETAILS OF PROFESSIONALS/ PERSONALS WITH AGENCY

S. No.	Design.	Total Number	Number available for the work(s) this work	Name	Qualification (Please furnish proof of qualification)	Professional experience and details of work carried out	How these would be involved in this work	Remarks
1	2	3	4	5	6	7	8	9

Note:-

- iv.** Each page of the CV shall be signed by the individual and authorized representative of the sub-consulting firm.

Signature of agency

LIST OF SAFAI KARAMCHARIES AVAILABLE WITH THE FIRM

S.No.	Name	Father's name,	Whether regular with the firm or temporary	Age	Years with the Firm

Signature of the agency/ firm

FINANCIAL TURNOVER OF THE FIRM

Financial year	Amount of turnover
2017-2018	
2016-2017	
2015-2016	

Note : Agency/ Firm shall submit proof in support of the Financial turnover (Balance Sheet duly certified by CA of the firm and the Certificate in this regard i/c copies of TDS) alongwith profit & loss statement .

Signature of Agency

PARTICULARS OF LITIGATION / ARBITRATION CASES

S.No.	Name of the project under litigation	Period of Litigation	Outcome of Arbitration	Remarks

Signature of Agency

FORM-A7

**DETAIL OF EQUIPMENT LIKELY TO BE USED IN CARRIED OUT
OF THE WORK**

S.No.	Name of Equipment	Nos.	Capacity or type	Age	Condition	Ownership status			Current Location	Remarks
						Presently owned	Leased	To be purchased		
1	2	3	4	5	6	7	8	9	10	11
i) Loader /JCB										
(i) Truck / Dumpers										
(ii) Skid loader										
(iii) Super sucker machine										
(iv) Vacuum mechanical road										
Sweeping Machine										
(v) water tanker										
(vi) Tractor trolley										
(vii) Sewer jetting machine										

PERFORMANCE REPORT OF WORK

1. Name of work/project & location
2. Agreement No.
3. Estimated Cost
4. Tendered Cost
5. Date of Start
6. Date of Start
 - i) Date of Completion
 - ii) Actual date of completion
7. Amount of compensation levied for delayed completion, if any
8. Amount of reduced rate items, if any
9. Performance Report
 - 1) Quality of work Very Good/ Good/Fair/Poor
 - 2) Financial Soundness Very Good/ Good/Fair/Poor
 - 3) Technical Proficiency Very Good/ Good/Fair/Poor
 - 4) Resourcefulness Very Good/ Good/Fair/Poor
 - 5) General Behavior Very Good/ Good/Fair/Poor

Date:

Executive Engineer or Equivalent

SCHEDULE OF QUANTITIES

Estimated Cost: Rs. 1,83,50,876/-
Earnest Money Deposit- Rs. 3,67,100/-
Period of Contract- 12 Months

N/W :- Outsourcing of Sanitation Services at MNI (NFM) Azadpur Delhi.
S.H. :- Cleaning, Sweeping, Scavenging including collection of Garbage to Dhallows including cleaning of piaos and urinals of NFM Azadpur.

S. No.	Description	Qty	Unit	Rate	Amount
1	Cleaning, sweeping and scavenging of lanes, bye-lanes, foot path, roads of NFM, cement godown area and link road of Azadpur etc. With manual or mechanical means i/c collection of garbage from these location and its disposal up to the constructed dhallo within the market premises with all lead and lift through hand carts, mini dumpers etc. With a provision of 53 nos. Of unskilled & 2 nos. Of semi-skilled workers/ supervisor to clean/ sweep/ collection of garbage up to dhallows of NFM, Azadpur including sprinkling of lime DDT power or any chemical etc. at the location directed by engineer –in – charge/Sanitary staff so as to maintain the hygienic conditions at dhallo, footpath, roads berms, in and around opening of gratings, gully traps etc. Of entire NFM APMC, Azadpur as per requirement with area as follows:- I. Shed no. 1 to 18 of NFM, Ph. I & II except between shed no. 16 & Kissan Bhawan , between shed no. 16 to 17 between Shed No. 17 & 18 and between shed no. 18 & 19, road from Gate no. 5A towards Shed No. 19. II. Cement Godown Area III. Link Road, Footpath of NFM (Total area of 53,000.00 sqm.)	19,345.00	1,000sqm.		
2.	Cleaning, disilting and scavenging of area around gully traps, gratings, manholes, bell mouth, gully chambers i/c cleaning of drains (pipe/open drain and channels) to avoid water stagnation/ fifth in and around the gratings/ openings i/c replacement of defective /dismantled/ unavailable grating/cover etc. i/c repair to damaged manholes/ gully traps frames by deploying necessary labour so as to make the smooth surface for placing the traps/covers/ gratings.	6,897.00	Per mtr.		
3	Washing and cleaning 22 nos. of urinal blocks and 17 nos. Piaos i/c cleaning of drainage system, gully grating up to connecting manholes, walls and floors tiles, with cleaning within 2 meters periphery of urinals blocks and piaos i/c cleaning of overheads water tanks of piaos etc. complete in all respect as per direction of sanitary Staff. 62	12	Month		
4	Operation and maintenance of submersible pumps (5nos.) i/c GI water Supply line from overhead tanks to connecting urinals with accessory, electric panels etc. for				

Note:- All taxes, duties i/c GST, Excise duties and service tax etc. as applicable shall be paid by the contractor him self.. The quoted rate of contractor shall be deemed to include all the taxes what so ever and nothing on this account shall be payable to contractor over and above his quoted price.

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.