

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

**Name of Work: Operation and maintenance of all type of electrical fixtures,  
High Mast, pump sets, D.G.Set i/c whole network of electrical panels  
and accessories at F & V Market Okhla.**

**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 INVITING TENDER

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

S. No.	Name of Works	Estimated Cost/ Earnest Money (Rs.)	Date of release of tender through website	Last date & time for receipt of tenders	<u>Tender ID No</u> Tender No
1	Comprehensive AMC and operation of Central chiller plants / Air conditioning system for Office Building at NFM Ph. II Azadpur.	10,50,507/= 21,010/=	04/05/2018	16.05.18	
2	Operation and maintenance of all type of electrical fixtures, High Mast, pump sets, D.G.Set i/c whole network of electrical panels and accessories at F & V Market Okhla.	15,93,354/= 31,870/=	04/05/2018	16.05.18	
3	Dismantling, Repairing, re-erection & Commissioning of 20 meter high mast lighting Tower existing at NSM/NFM Azadpur.	7,75,200/= 15,504/=	04/05/2018	18.05.18	
4	SITC of self priming sewage pump sets along with all accessories at NFM Azadpur.	11,18,012/= 22,360/=	04/05/2018	18.05.18	

The other details of the above tenders may please be seen on the website

<https://govtprocurement.delhi.gov.in>

**Executive Engineer (E)**  
**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 who have adequate past experience of the works for similar nature(AMC works) and completed successfully atleast three works of similar nature and magnitude equivalent to the 40% of the estimated cost or two works of 60% of estimated cost or one work of 80% of estimated cost as during the last seven years in central Govt. / State Govt. / Central Govt. autonomous bodies . 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 and maintenance of all type of electrical fixtures, High Mast, pump sets, D.G.Set i/c whole network of electrical panels and accessories at F & V Market Okhla.**

**Estimated Cost : Rs. 15,93,354 =00**

**Earnest Money: Rs. 31,870=00**

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 5 below.
  - (ii) Scanned copy of **GST Registration Certificate**.
  - (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 Valid **Electrical contractor license**.
  - (vi) Scanned copy of Registration **in ESI and EPF**.
  - (vii) Scanned copy of **experience certificates** issued by the concern department.
  - (viii) Original mode of Earnest Money and 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 14.30 Hrs on dated **16.05.18**. 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 bidder shall sign on all the statements, documents, certificates uploaded by him owning responsibility for their correctness/authenticity.
4. The tenders can be uploaded on website **up to 14.30 hours on 16.05.18**
5. (i) The **Technical Bids** will be opened online on **16.05.18** 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.
  - (ii) The **Financial Bids** shall be opened after opening of the Technical Bid only 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.

Tender shall be valid for 90 days form the date of opening of Financial bid.

2. 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.

3. The time allowed for carrying out the work will be **12 Month** 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.
4. The site for the work is available or the site for the work shall be made available in parts as specified below.
5. Tender forms can be downloaded from website up to **14.30 hours on 16.05.18** .  
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. 31,870=00** in the form of Deposit at Call receipt of a scheduled bank/ fixed deposit receipt of a scheduled bank/ 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 Receipt of Deposit at Call receipt of a scheduled bank/ fixed deposit receipt of a scheduled bank/ 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 original Receipt of Treasury Challan / Deposit at Call receipt of a scheduled bank/ fixed deposit receipt of a scheduled bank/ demand draft of a scheduled bank will entail rejection of bid.
6. Tenders will be received through e-tendering only.
7. 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.
8. 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.
9. The competent authority does not bind him self 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.

10. 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.
11. 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.
- 12.. 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.
13. 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 contractor's service.
- 14 The tender for the works shall remain open for acceptance for a period of **90 (Ninety)** 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.
- 15.. APMC reserves the right to reject any or all tenders without assigning any reason.
- 16.. 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      \* To be filled be Executive Engineer

***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 and maintenance of all type of electrical fixtures, High Mast, pump sets, D.G.Set i/c whole network of electrical panels and accessories at F & V Market Okhla.**

- (i) To be uploaded on website by **14.30 hours** on **16.05.18** .
- (ii) To be opened online in the office of **Secretary, APMC, New Office Complex, NFM- Ph.-II, Sarai Pipal Thalla, Azadpur, Delhi-33:**
- (iii) **Technical Bid at 15:00 Hrs. on 10.05.18 and financial Bid shall be opened after evaluation of 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 ninety (90) days from the due date of submission thereof and not to make any modifications in its terms and conditions.

A sum of **Rs. 22,150=00** has been deposited in Receipt Treasury Challan/Deposit at call Receipt of a Scheduled Bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank as earnest money. 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)\*

b)\*

c)\*

Dated\* .....

For & on behalf of the Secretary, APMC,  
Azadpur

Signature \* \_\_\_\_\_

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.

**Name of Work: Operation and maintenance of all type of electrical fixtures,  
High Mast, pump sets, D.G.Set i/c whole network of electrical panels  
and accessories at F & V Market Okhla.**

- (i) Estimated cost of work= **Rs 15,93,354 =00**
- (ii) Earnest Money= **Rs. 31,870 =00**
- (iii) Performance Guarantee = 5% (five percent) of the tendered value.
- (iv) Security Deposit= 5% (five percent) of the tendered value.

#### **GENERAL RULES & DIRECTIONS:**

Officer inviting tender  
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.

**Executive Engineer (E),  
APMC, Azadpur**



**Definitions:**

2 (v) Engineer –in – charge	<b>The Executive Engineer(E), APMC,Azadpur</b>
2 (viii) Accepting Authority	<b>Secretary, APMC,Azadpur</b>
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 up to date correction slips.
2 (xii) Department	<b>APMC,Azadpur</b>
9 (ii) Standard PWD Form	<b>PWD form 8</b> , 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**

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. N/A

**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 Vol I to VI 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 for building work **30 %.**

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

**Clause 16**

Competent Authority for Deciding reduced rates Executive Engineer(E), **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
  - ii) More than Rs.1 lakhs but less than Rs.5 lakhs for Elect/Mech works
 Recognised Diploma holder  
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. 20,000/-per month for graduate.  
Rs. 10,000/- per month for diploma holder.**

Executive Engineer(E)  
Agricultural Produce Marketing Committee

**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 under 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.
- iv) 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.

**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

Executive Engineer(E)  
Agricultural Produce Marketing Committee

**LIST OF APPROVED MAKE**

1. Lamp	Philips, Bajaj, Crompton,
2. Choke	Philips, Bajaj, Crompton,
3. Ignitor	Bajaj, Crompton, Philips, Havell's,
4. Aluminium Cable	Havell's, KEI, Plaza, Finolex
5. Pole Box	sintex
6. Change over Switch	C & S, Havell's, L & T, ABB, Standard
7. Incandescent lamp	Surya, Bajaj, Philips, Osram
8. MCB	Crabtree, Legrand, ABB, L & T, C & S
9. MCCB	Havell's, Legrand, ABB, L & T, C & S
10. Switch/Socket	Anchor, Cona
11. Copper Wire/Cable	Plaza, Havell's, Polycab, KEI, Finolex
12. Aluminium Lugs	JV 14, Action, Dowell's
13. Timer	L & T, Hager, Crabtree, Siemens, Schneider
14. Contactor	L & T, Schneider, GE, Hager, C & S
15. Steel Wire Rope	Usha Martin, Knew Martin, Mahadev, Indef, Tufropes

Executive Engineer(E)  
Agricultural Produce Marketing Committee

**List of Installation.**

1.	250 watt HPSV fitting	= 62 nos.
2.	150 watt HPSV fitting	= 40 nos.
3.	400 watt Metal halide fitting on high mast	= 44 nos.
4.	70 watt Metal halide fitting	= 127 nos.
5.	125 K.V.A DG set with AMF panel	= 01 no
6.	15 H.P Booster Pump with panel	= 02 nos.
7.	3 HP Submersible pump with panel	= 02 no
7.	1 H.P Submersible pump with control panel	= 01 no

Executive Engineer(E)  
Agricultural Produce Marketing Committee

## Terms & Conditions

1. The contractors are advised to read all general term-conditions and Special term-conditions of contract carefully before quoting of rates against the Tender.
2. **The activities of DAMB/APMC Gazipur is exempted from service tax as per circular No.157/8/2012/ST dated 27.04.12 issued by Ministry of Finance, Govt of India, Hence no service tax shall be payable/reimburse to any contractor/Firm.**
3. The contractor shall take over all the installation and fittings from the deptt./working contractor and will be responsible for their safety.
4. The contractor shall be responsible for any damage to the pumps, Gen. set. fittings and fixtures etc. due to mishandling or due to negligence on the part of operator .
5. The attendance register of the staff, log book for each pumping set and gen.- set duly signed by operational staff, complaint register, MAS register and record of maintenance work carried out ,shall be maintain by contractor and the same shall be available at site 24 hours for checking by JE (E)/AE (E)/ .
6. The contractor shall be responsible to maintain the lights, pumping set and gen. set in perfect running condition.
7. The contractor has to arrange all T & P required for the successful running and maintenance of the equipment.
8. The contractor shall have to depute additional skilled labour to attend the fault beyond the competency of staff deployed for which nothing extra shall be paid.
9. Electrical tools and tools required for the preventive maintenance/minor and major repair etc. by operation staff of the contractor shall have to be arranged by the contractor and nothing extra shall be paid on this account
10. All the equipments will be maintained neat and clean.
11. The running of the pumps, Gen. Set shall suit the requirement of the market for which the running may be required round the clock.
12. The Engineer-in-charge reserves the right to ask the contractor to remove any of the staff if requires without assigning any reason. Whatsoever, decision of the Engineer-in-charge will be final and binding on the contractor.
13. The contractor has to give a list of the staff to be employed their bio data/particular, to the department and in case of any change in staff should be intimated accordingly to the Engineer-in-charge.
14. The contractor shall be responsible for giving all the facilities to the staff employed by him including fair wages and any workman compensation on account of any accident etc. For this purpose the contractor shall be liable to comply with the requirement of the labor laws.etc.

15. The contractor shall employ qualified manpower at the site. He shall be responsible for observing the statutory requirements laid down by the local bodies or any other authority. If any loss/damage is caused to the department on account of the default from the contractor's side; then the same shall be borne by the contractor.
16. The work shall be carried out as per CPWD general specifications for electrical works and also as per Indian Electricity Rule as amended up to date and to the full satisfaction of the Engineer-in-charge.
17. Department reserves the right to cancel the A.M.C. at any time without assigning any reason
18. On expiry of contract, the complete installation shall be handed over by contractor in working order with genuine parts.
19. The contract period can be extended mutually for another two years after the empowered officer has recorded personal quality satisfaction certificate.
- 20. Watch & ward round the clock shall be the responsibility of the contractor. Any loss due to theft / pilferage / damage etc shall be borne by the contractor.**
21. The payment of the contractor shall be made on quarterly / monthly basis or at suitable intervals but not less than one calendar month on the submission of the bill by the contractor.
22. Co-ordination/fallow-up/complaining etc. with BSES/NDPL is to be kept by firm in case of failure /fault in supply/fluctuation in voltage etc. The contractor shall also intimate the Engineer-In-Charge about the major break down/repairs to be carried by BSES/NDPL.

**Signature of Contractor**

**E.E(E)**



## **Special Terms and Conditions of the Contract**

1. 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.
2. The Agency shall not assign or sublet the work or any part of it to any person without having the permission of the Deptt.
3. The contractor shall raise a demand to AE for issuance of material required for maintenance in writing.
4. In case there is delay in issuance of material at the level of AE, it must be indented in writing otherwise delay on the part of contractor shall be presumed and thus shall be liable for penalty as referred in para of penalty clause.
5. The AMC contractor shall deposit the defective/retrieved material with AE in-charge in case he directs to do so.
6. Necessary recovery as agreed shall be made from the bills of contractor against the replaced material. In case, if at any time it is noticed by Engineer-in-charge that the replaced item was not necessary to replace and could have been used with slight repair, in that event Engineer-in-charge shall be at liberty to recover the complete amount of that item on which supply has been received and contractor shall have no claim on that amount.
7. 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.
8. 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.
9. 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.
10. 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.

11. The Deptt shall have the right to rescind the Contract, modification, alteration of the Terms and Conditions of the Contract.
12. The workers employed on the above work by the Contractor shall be under the sole and whole Control of the management of the Contractor and for all purposes, they will be the employees of the Contractor only. The persons engaged by the Contractor against the Contract shall not have any right/claim whatsoever for direct recruitment of permanent employment in the Deptt.
13. 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.
14. The APMC shall not be responsible for making any payment to ESI, Provident Fund etc. for the employees engaged by the tenderer/contractor . The Contracting Agency will have to comply with all rule regulation of the Govt of India & Delhi State Government in this regard.
15. 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.
16. 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

17. 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.
18. 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.

19. 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:-  
Wire man/Pump operator - 600/- per day  
Khallsi/helper - 500/- per day  
Decision of engineer-in-charge in this regard shall be final and binding.
20. 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 11<sup>th</sup> default and up to 25<sup>th</sup> default: - Rs. 10,000/- each default.  
(iii) From 25<sup>th</sup> default and up to 35<sup>th</sup> default:- His performance guarantee shall be forfeited.  
(iv) After 35<sup>th</sup> 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.
21. **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.**
22. **Agency shall have required to attend complained Conveyed to him either through SMS or e-mail or through letter, 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.**

**Signature of Contractor**

**Executive Engineer(E)**

## ***AGRICULTURAL PRODUCE MARKETING COMMITTEE***

### **Schedule of Quantities**

**NAME OF WORK: Operation and maintenance of all type of electrical fixtures, High Mast, pump sets, D.G. Set i/c whole network of electrical panels and accessories at F & V Market Okhla.**

S.No.	Description of Item	Qty	Unit	Rate	Amount
<b>PART-A</b>					
1.	Providing skilled staff round the clock and T&P required for a period of one year for repair maintenance & operation of all type of electrical fixtures, pumps-sets , DG Set, electrical panel, feeder pillar, cable network and other accessories ( as per list enclosed) installed at F&V market Okhla. The material for electrical fixtures & panels, cables etc shall be issued by deptt, however minor items i.e nuts, bolts, screws, PVC Tape etc as required at site, shall be arranged by contractor at his own cost.	12	Month		
2	Providing diesel for operation of one number 125 KVA capacity D.G Set i/c cartage from petrol pump to F & V Market Okhla etc. As required	60	Hour		
3	Comprehensive annual maintenance contract of following installation i.c repair/ replacement of all major / minor parts in pump sets and control panels as required.	12	Month		
a.	15 HP Booster pump set with control panel. 02 Nos.				
b.	3 HP Submersible pump set with control panel. 02 Nos.				
4	Taking out of defective submersible pump-set and re-installation of repaired pump-set in the bore well along with all pipes, submersible cable etc from a depth of approx 30 mtrs as required.	1	Job		
5	Supplying of following genuine & approved ISI marked material as and when required during contract period of one year. The price should be inclusive of all taxes, cartage etc. and should be valid for one year.				
5.1	Metal Halide Lamps single Ended Tubular clear 70 Watt	141	Each		
5.2	Metal Halide Lamps single Ended Tubular clear 250 Watt	25	Each		
5.3	Metal Halide Lamps single Ended Tubular clear 400 Watt	25	Each		
5.4	Open construction HID Ballast for HPSV/MH 70 Watt	75	Each		
5.5	Open construction HID Ballast for HPSV/MH 250 Watt	15	Each		
5.6	Open construction HID Ballast for HPSV/MH 400 Watt	20	Each		
5.7	Igniter suitable for 70-400 Watt HPSV/MH Lamps	100	Each		

5.8	Lamp Holder threaded entry for 70/250/400 Watt	40	Each		
5.9	Open construction vacuum impregnated (VPIT) Copper wound Ballast suitable for 40 Watt FTL	15	Each		
5.10	Tube light starter 36/40 watt	20	Each		
5.11	Tube light 36/40 watt	15	Each		
5.12	LT Power cables armoured Aluminium conductor 2 x 10 sq. mm	25	Mtr.		
5.13	LT Power cables Un-armoured Aluminium conductor 2 x 6 sq. mm	25	Mtr.		
5.14	Timer FM1/Quartz Weekly 240 VAC Base/DIN Mounting	02	Each		
5.15	Power Contactor - D Model (3 Pole AC & DC control) 40 amps.	02	Each		
5.16	6 amps. to 32 amps. Rating, SP MCB, "C" curve, 10 KA breaking capacity.	20	Each		
5.17	6 amps. to 32 amps. Rating, DP MCB, "C" curve, 10 KA breaking capacity.	20	Each		
5.18	Isolator 63 Amp 2 pole	2	Each		
5.19	Isolator 63 Amp 4 pole	2	Each		
5.20	MCCB 125 Amp.,36 KA, 4 pole	2	Each		
5.21	MCCB 200 Amp.,36 KA, 4 pole	1	Each		
5.22	1.5 sq. mm ISI marked, FRLS PVC insulated, single core copper conductor cable	180	Mtr.		
5.23	2.5 sq. mm ISI marked, FRLS PVC insulated, single core copper conductor cable	180	Mtr.		
5.24	4 sq. mm ISI marked, FRLS PVC insulated, single core copper conductor cable.	180	Mtr		
5.25	6 pin 15/16 & 5/6 amps socket outlet, piano type ISI marked.	15	Each		
5.26	S.P. 15/16 amps, one way switch, piano type ISI marked	5	Each		
5.27	S.P. 5/6 amps, one way switch, piano type ISI marked	15	Each		
5.28	Laying of cable of all sizes on surface/races in existing RCC / HDPE pipe etc. as required	50	Mtr.		
5.29	Rewinding of Ceiling Fans 48" & 56"	5	Each		
5.30	Re-winding wall Fan 24"	5	Each		
5.31	Re-winding Exhaust. Fan 12" & 24"	5	Each		
5.32	SINTEX side Hinged door Box 170X170X105 mm with 2 Aluminium bus bar and clamp with nut bolts etc.	5	Each		
	<b>Total of Part-A</b>				
	<b>PART –B (recoverable / dismantled / retrieved items)</b>				
1	Following item/items are likely to be retrieved during maintenance &				

	AMC Contract shall be issued the items required for maintenance by the department. However recovery @ the tendered rate shall be made from the contractor bill against the / defective part.				
1.1	Metal Halide Lamps single Ended Tubular clear 70 Watt	141	Each		
1.2	Metal Halide Lamps single Ended Tubular clear 250 Watt	25	Each		
1.3	Metal Halide Lamps single Ended Tubular clear 400 Watt	25	Each		
1.4	Open construction HID Ballast for HPSV/MH 70 Watt	75	Each		
1.5	Open construction HID Ballast for HPSV/MH 250 Watt	15	Each		
1.6	Open construction HID Ballast for HPSV/MH 400 Watt	20	Each		
1.7	Igniter suitable for 70-400 Watt HPSV/MH Lamps	100	Each		
1.8	Lamp Holder threaded entry for 70/250/400 Watt	40	Each		
1.9	Open construction vacuum impregnated (VPIT) Copper wound Ballast suitable for 40 Watt FTL	15	Each		
1.10	Tube light starter 36/40 watt	20	Each		
1.11	Tube light 36/40 watt	15	Each		
1.12	LT Power cables armoured Aluminium conductor 2 x 10 sq. mm	25	Mtr.		
1.13	LT Power cables Un-armoured Aluminium conductor 2 x 6 sq. mm	25	Mtr.		
1.14	Timer FM1/Quartz Weekly 240 VAC Base/DIN Mounting	02	Each		
1.15	Power Contactor - D Model (3 Pole AC & DC control) 40 amps.	02	Each		
1.16	6 amps. to 32 amps. Rating, SP MCB, "C" curve, 10 KA breaking capacity.	20	Each		
1.17	6 amps. to 32 amps. Rating, DP MCB, "C" curve, 10 KA breaking capacity.	20	Each		
1.18	Isolator 63 Amp 2 pole	2	Each		
1.19	Isolator 63 Amp 4 pole	2	Each		
1.20	MCCB 125 Amp.,36 KA, 4 pole	2	Each		
1.21	MCCB 200 Amp.,36 KA, 4 pole	1	Each		
1.22	1.5 sq. mm ISI marked, FRLS PVC insulated, single core copper conductor cable	180	Mtr.		
1.23	2.5 sq. mm ISI marked, FRLS PVC insulated, single core copper conductor cable	178	Mtr		
1.24	4 sq. mm ISI marked, FRLS PVC insulated, single core copper conductor cable.	180	Mtr		
1.25	6 pin 15/16 & 5/6 amps socket outlet, piano type ISI marked.	15	Each		
1.26	S.P. 15/16 amps, one way switch, piano type ISI marked	5	Each		
1.27	S.P. 5/6 amps, one way switch, piano type ISI marked	15	Each		

1.28	Burnt out winding of ceiling fans 48 & 56	5	Nos.		
1.29	Burnt out winding wall Fan 24"	5	Nos.		
1.30	Burnt out winding Exhaust. Fan 12" & 24"	5	Nos.		
1.31	SINTEX side Hinged door Box 170X170X105 mm with 2 Aluminium bus bar and clamp with nut bolts etc.	5	Each		
	<b>Total of Part-B</b>				
	<b>Grand Total = (Part A - Part B)</b>				

Asstt. Engineer (E)

Executive Engineer (E)

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 if any