

**AGRICULTURAL PRODUCE MARKETING COMMITTEE**

**(Market Of National Importance)**

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

**TENDER DOCUMENT**

**FOR**

**N/W: Providing 11 drivers possessing license to drive Heavy Transport Vehicles like tippers, loaders, water tanker etc. at APMC, Azadpur.**

**AGRICULTURAL PRODUCE MARKETING COMMITTEE**  
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**New Office Complex, NFM- Ph.-II, Sarai Pipal Thalla, Azadpur, Delhi-33.**

**I N D E X**

**N/W: Providing 11 drivers possessing license to drive Heavy Transport Vehicles like tippers, loaders, water tanker etc at APMC, Azadpur.**

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**Certified that this N.I.T. contains pages 1 to 24 only in chronological order**

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

**NOTICE OF E-TENDERING**

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

S.No.	Tender ID	Name of Work	Estimated Cost/ Earnest money (In Rupees)	Last Date/ Time of Receipt of Tenders
1	2017_APMC_133054_1	<b>Providing 11 drivers possessing license to drive Heavy Transport Vehicles like tippers, loaders, water tanker etc at APMC, Azadpur</b>	<b><u>28,87,194/-</u></b> 58000/-	28/08/2017 upto 1300Hrs.

Date of release of tender through e-procurement solution: 14/08/2017

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

***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 (IInd Call)**

Item rate tender is invited through Delhi Govt. e-procurement website <https://delhi.govtprocurement.com> on behalf of the Secretary, APMC (MNI), Azadpur thereafter referred as Secretary by Executive Engineer(C) APMC, Azadpur for under mentioned work from specialized/Registered agencies. **(Joint Venture firms are not permitted)**

**Estimated Cost:- Rs. 28,87,194/-**

**Earnest Money : - Rs. 58000/-**

**Period of Contract: 12 months**

**N/W: Providing 11 drivers possessing license to drive Heavy Transport Vehicles like tippers, loaders, water tanker etc at APMC, Azadpur.**

**2. Tender Information:**

Tender ID Number	
Date of Issue of Tender Documents online	14/08/2017
Tender Closing date & time	28/08/2017 on 1300hrs
Tender Opening date & time (Technical Bid)	28/08/2017 on 1500hrs

**3.** An Earnest Money Deposit (EMD) of **Rs.58000/- (Rupees Fifty Eight thousand only)** should be remitted by RTGS/NEFT Challan in favour of APMC, Azadpur, Account No.50276843057 of Allahabad Bank, Azadpur, IFSC Code: **ALLA0210711**, MICR Code: **110010004**. **EMD will be considered if deposited in 1<sup>st</sup> call.**

**4.** The initial period of contract would be **one year** from the date of award; and the APMC, Azadpur would reserve the right to extend the period of contract for a further period of **one year** in public interest on the same terms and conditions.

**5. TECHNICAL BID:**

Documents to be uploaded in the Technical Bid:

- (i) Scanned copy of the following documents:
  - a. Copy of RTGS/NEFT Challan for Rs.58000/- (Rupees Fifty eight Thousand only) towards EMD remitted. **EMD will be considered if deposited in 1<sup>st</sup> call.**
  - b. Registration of GST.

- c. Valid EPF registration with EPFO
- d. Valid ESI registration
- e. Bidders PAN Card.
- f. Scanned copy of canceled cheque of the agency for refund the EMD
- g. Checklist for technical bid to be filled by agency.
- h. Duly filled by Agency as per Annexure-II
- i. An Undertaking regarding disbursement of salaries of employees on minimum wages.

[See Format in **Annexure-I.**]

**NOTE:**

1. No Financial Bid/ Rate shall be given under Technical Bid. In case, if any agency upload Financial Bid/ Rate with above Technical Bid documents, the tender shall be treated as invalid and would not be considered for Technical Evaluation.
2. 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.

6. Tender documents consisting of Terms & Conditions, scope of work and quantities of the work to be done and the set of terms and conditions of contract to be complied with by the contractor from whose tender may be accepted and other necessary documents can be seen in the office of the Executive Engineer(C), APMC, Azadpur between **1100 hours to 1500 hours** from 14/08/2017 to 26/07/2017 every day except on Holidays.
7. Tender document is also available on web site <http://delhi.govtprocurement.com>, where they are to be finally up-loaded.
8. Submission of tender through e-procurement will be stopped on 28/08/2017 at **13.00** hours and only technical bid will be opened on the same day at **15.00** hours and result of technically qualified tenders will be displayed on web site <http://delhi.govtprocurement.com>.
9. **The successful bidder will be required to furnish performance guarantee of 5% (Five Percent) of the awarded amount within the period of 10 days.** This guarantee shall be in the form of Banker's cheque/Demand Draft/ Fixed Deposit Receipts/Bank Guarantee (see format **Annexure - III**) of any scheduled bank.
10. If the performance guarantee given by the successful bidder is in the form of Bank Guarantee, then it shall be valid further upto a period of 1 year 3 month from the stipulated date of start of the work. Further, the successful bidder shall also be required to submit an undertaking (See Formate **Annexure IV**) along with this performance guarantee that the same shall be revalidated in case the contract is further extended. In case the successful bidder fails to extend the bank guarantee/ performance guarantee as and when desired by APMC, Azadpur, then APMC shall be at liberty to encash the same.

11. In case the contractor fails to deposit the said performance guarantee within the prescribed period as stated in point no. 11 above including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.
12. The APMC, Azadpur does not bind itself to accept the lowest or any other tender, and reserves to itself the authority to reject any or all of the tenders received without assigning any reason.
13. The APMC, Azadpur reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the quoted rates.
14. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited, and the tenders submitted by the contractor who resort to canvassing are liable to be rejected.
15. 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 Official and Officer's in the Delhi Agricultural Marketing Board (DAMB) or APMC, Azadpur. Any breach of this condition by the contractor would render rejection of his tender.
16. The tender for the works shall remain open for acceptance for a period of **One Hundred Twenty (120) days** from the date of opening of the **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 APMC shall, without prejudice to any other right or remedy, be at liberty to forfeit **100%** of the said earnest money as aforesaid. **Further, the tenderer shall not be allowed to participate in the re-tendering process of the work.**
17. This Notice Inviting Tender (NIT) 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:
  - a. The NIT, all the documents including scope of work, General/ Special conditions, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
18. The contractor shall quote his rates keeping in mind the terms & conditions, special conditions etc. and nothing shall be payable extra whatsoever unless otherwise specified. If the tenderer 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.

19. The APMC shall deduct Income Tax and any other applicable taxes on the value of work done from each bill of the contractor as per prevailing Government orders. In lieu of above, the APMC shall issue a TDS certificate to the contractor, in relevant form.
20. The deposition of corresponding amount of EPF & ESI of Drivers shall be mandatory for contractor and actual proof of payment/challan shall be submitted along with bills.
21. The tenderer shall ensure to submit his offer only through E- tendering process.

**Executive Engineer(C)**

For & on behalf of SECRETARY

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

**TENDER**

I/We have read and examined the Notice Inviting Tender, scope of work, Special conditions, and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work within the time as specified in NIT , schedule of quantities and in accordance in all respects with the instructions in writing as are provided for, and in respects in accordance with, such condition so far as applicable.

I/We agree to keep the tender open for **One Hundred Twenty (120)** days from the date of its opening of tender and not to make any modification in its terms and conditions.

A sum of Rs. 58000/- has been submitted through RTGS as earnest money. If I/ We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the Secretary, 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 shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said Earnest Money Deposit and the performance guarantee absolutely, otherwise the said Earnest Money Deposit shall be retained by him towards Security Deposit to execute all the works referred to in the tender documents.

**Further, I/we agree that in case of forfeiture of Earnest Money Deposit or both Earnest Money Deposit and Performance Guarantee. 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 APMC/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*

**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, for a sum of Rs.....\*\* Rupees.....\*\*).

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

i)

ii) .....\*\*

iii)



Date: .....\*\*

For & on behalf of the Secretary, APMC \_\_\_\_\_

Signature.....\*\*  
Designation: Deputy Secretary (Security)

### **SCOPE OF WORK OF THE CONTRACT**

1. 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 appended herewith. Nothing extra whatsoever shall be given except the agreed rates.
2. The contract shall be valid for one year which can be extended on mutual consent for another one year.
3. The drivers must possess valid license from Transport Authority, Delhi to drive Heavy Transport Vehicles like Tippers, Loaders etc.
4. The drivers must have knowledge of the type of vehicles i.e. loaders, tippers, water tanker etc. Each driver should have undergone 15 days refresher course from the authorized institutions notified by Govt. of NCT of Delhi such as AAI, Ashok Leyland, Burari, IRTA, Okhla etc.
5. The successful tenderer shall have to deposit the Performance Guarantee amount @ 5% of total tendered amount in shape of demand draft/FDR/ Bank Guarantee in favour of APMC, Azadpur, Delhi along with proof of driving licenses from Transport Authority, Delhi and 15 days refresher course certificate.
6. The drivers shall have to perform their duty in unhygienic conditions. Nothing extra shall be paid in this connection.
7. The payment will be made as per the actual attendance of the drivers.
8. The agency is constrained to provide 90% drivers to remain on duty daily. If the agency fails to do so, an amount of Rs.500/- will be deducted for each absent day per driver.
9. In case of overtime which the drivers have to perform in emergency, the rate shall be paid as per the labour enactments.
10. One rest day per week and National & Gazetted holidays shall be allowed to the contractor.
11. The agency shall provide dresses nameplate, shoes etc. to the driver as per rule.
12. The Agency shall be responsible to provide immediate replacement against any driver who is not available on his duty more than three days.
13. The drivers shall be available at all the time as per their duty roster and they shall not leave their place of duty without prior permission of the officer concerned.
14. The drivers shall work under overall supervision and direction of administration of workshop of the department/ as per the direction of Engineer-in-charge.
15. The agency shall not engage any sub-contractor or transfer the contract to any other person in any manner.
16. In case of any mishap/accident involving driver engaged through this contract, the agency only shall have to face the litigation & other disputes related to the driver.
17. In case of any dispute or difference, the award of the Arbitrator to be appointed by the Secretary, APMC, Azadpur, Delhi only will be final and binding and the court at Delhi /New Delhi shall only have the jurisdiction over the same.
18. The contractor shall abide by the provisions of minimum wage Act, 1970 and other laws in this regard as are applicable to him.
19. The drivers shall be deployed on sanitation vehicles i.e. loaders, tippers, water tanker, mini-dumpers etc. and other vehicles of APMC, Azadpur Delhi.
20. As per labour act, the ESI and Provident Fund of the drivers appointed by the agency is responsibility of the contractor.
21. Agreement shall be executed with the successful tenderer. The tender form along with terms & conditions shall form part of agreement.
22. The agency shall provide the drivers within 10 days of date of written orders to commence the work.
23. The tender for the work shall remain open for acceptance for a period of 120 days from the date of opening of financial Bid. If any tenderer withdraws his tender before the said period or makes any modifications in the terms & conditions of the tender which are not acceptable to the department, then the department shall without prejudice to any other right or remedy, be at a liberty to forfeit the entire Earnest Money.

24. Canvassing whether directly or indirectly, in connection with tender is strictly prohibited and the tenders submitted by the conwater tanker who resort to canvassing are liable for rejection.
25. Any tender in which any of the prescribed conditions are not fulfilled or is incomplete in any respect is liable to be rejected.
26. The strength of drivers engaged through this contract may decrease or increase as and when required. In case the performance of the agency is not found satisfactory the contract shall be cancelled by the department by giving one month notice.
27. In the event of any complaint regarding non-performance or not rendering the services properly, a proportionate amount shall be deducted from the running bill of agency. The decision of Secretary, APMC, Azadpur on this account shall be final.
28. The agency shall have to maintain all the records such as attendance register, site order book, complaint register and other relevant records as may be necessary and submit photo state copies of the same along with monthly running bills. These records shall remain available for inspection of any officer of APMC, Azadpur authorized by Secretary, APMC, Azadpur.
29. Competent authority, APMC, Azadpur reserves the right to accept or reject any or all tenders without assigning any reason thereof.

## TERMS AND CONDITIONS OF THE CONTRACT

- 1 The Drivers provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc. The list of staff going to be deployed shall be made available to the Department and if any change is required on part of the Department fresh list of staff shall be made available by the agency after each and every change.
- 2 The Drivers provided shall be minimum 10<sup>th</sup> passed or equivalent from any Board/ Institution of India.
- 3 Maximum age limit should less then 50 years and in any case no driver should beyond 55 years
- 4 The nature of engaging of drivers shall purely on contractual basis and they shall not claim for seniority, regularization of service on permanent basis in the department at any point of time.
- 5 A token penalty @ 10% in each major damage/ defect will be recovered from the agency.
- 6 The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and (Contract Labour (Regulation & Abolition Act 1970), EPF/ESI and various other Acts as applicable from time to time with regard to the Drivers engaged by him for works. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the Department and to the Labour department.
- 7 As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month. Giving particulars of the employees engaged for the Department works, is required to be submitted to the Department. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time Department is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract with RPFC, with an advice to RPFC, duly furnishing particulars of personnel engaged for the Department.
- 8 In the event if ESI/EPF pertaining to the employees engaged by the agency / contractor is not deposited by the agency (proof of having it deposited shall required to be submitted to the department within 30 days along with the annexure against whom the ESI/EPF have been deposited). In such event the same shall be done by the department for which a penalty of Rs. 5000/- per default shall be deducted from the RA Bills of the agency.
- 9 The antecedents of Drivers deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to the department.
- 10 The Contractor will maintain a register on which day to day deployment of personnel will be entered. While raising the bill, the deployment particulars of the personnel engaged during each month, should be shown. The Contractor has to given an undertaking (on the format), regarding

payment of wages as per rules and laws in force, while submitting the Bill.

- 11 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.
- 12 Under the terms of their employment agreement with the Contractor the Drivers shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.
- 13 That in the event of any loss occasioned to the Department, as a result of any lapse on the part of the contractor which will be established after an preliminary/summarily enquiry conducted by the Department, the said loss can be claimed from the contractor up to the value of the loss. The decision of the Secretary, will be final and binding on the agency.
- 14 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.
- 15 The contractor shall be responsible to maintain all property and equipment of the Department entrusted to it.
- 16 The contractor will deploy supervisor as per the need given by the Department. The supervisor shall be required to work as per the instructions of Department.
- 17 **The personnel engaged by the contractor shall be dressed in neat and clean uniform (including proper name badges), failing which a penalty of Rs.100/- per default per person may be imposed by department and habitual offenders in this regard shall be removed. The penalty on this account shall be deducted from the Contractor's bills.**
- 18 The personnel engaged have to be extremely courteous with very pleasant mannerism and should project an image of utmost discipline. The Department shall have right to have any person moved 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.
- 19 The eight hours shift generally will be from 1000 hrs. to 1800 hrs. But the timings are changeable and shall be fixed by the Department from time to time depending upon the requirements. Prolong 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.
- 20 The personnel will have to report to the Department's workshop at least 15 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by the Department and mark their attendance in bio- metric system

- 21 The decision of Secretary Shall be final and binding:-
- (a) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence.
- (b) In case any public complaint is received attributable to misconduct/misbehaviour of contractor's personnel, a penalty or 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 system immediately.**
- 22 The contractor shall ensure that its personnel shall not at any time, without the consent of the Department in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the Department and shall not disclose to any information about the affairs of Department.
- 23 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.
- 24 **The Agency shall provide details of SB A/c of each and every personnel deployed under this Contract to the APMC.** Agency will raise the bills along with the copy of the proof of payment of wages to workers made through ECS in the SB A/c and payment of ESI and PF contribution of the personnel engaged in the complex for the said services. The agency will also submit the ECR, copy of e-challan through which PF has been deposited of related to this particular work itself. No General Challan of company in this respect will be acceptable.
- 25 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.
- 26 During the course of contract, if any contractor's personnel are found to be indulging in any
- 27 corrupt practices causing any loss of revenue to the Department, the Department shall be at liberty to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.
- 28 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 of 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/Contractor's employee and any sums so paid shall be recoverable by the Department from the contractor.
- 29 If any money shall , as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid 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 from money due to the contractor or from the Performance Security.
- 30** 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.
- 31** Drivers engaged by the contractor shall not take part in any staff union and association activities.
- 32** The Department shall not be responsible for providing residential accommodation to any of the employee of the contractor.
- 33** The Department shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Department does not recognize any employee employer relationship with any of the workers of the contractor.
- 34** If as a result of post payment audit any overpayment is detected 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.
- 35** The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over when ever required by the Department etc.
- 36** **The contractor shall disburse the wages to its staff deployed in the Department in every month through ECS in their Saving Bank account and statement of salary disbursement with ECS list duly verified by bank giving full details of employees shall be submitted to the Department along with the bill. Subsequently, while depositing of next month bill the agency shall require to enclose Bank Statement of having cleared the ECS amount in respective Saving Bank Account.**
- 37** Service Tax/ Provident Fund shall be reimbursed only after submission of proper document of having it deposited with the concerned department and also an undertaking that the service tax being claimed from APMC has been deposited with the concerned department.
- 38** **Every employee so engaged by the contractor shall wear uniform and a badge wearing his/her name, while on duty. The said uniform and badge shall be provided by the contractor at his own cost. The contractor shall provide uniform dress code to the employees engaged by him in APMC.**
- 39** The staff engaged by the contractor shall be available as per their duty roster and shall not leave their place without the prior permission of the authorized officer of the Department.
- 40** The contractor shall not engage any such sub contractor or transfer the contract to any other person in any manner.
- 41** The contractor shall be responsible for any sort of accident / mis-happening occurred during the working hour. All liabilities arising due to accident / mis- happening or death of any staff of the

contractor or any person while on duty shall be borne by the contractor.

- 42** On revision of the minimum wages by the Govt. of NCT of Delhi, the incremental/decremental wages will be provided to the labour by the agency. The same would be reimbursed/ recovered by the department after submission of proof having paid the respective rate of wages, as detailed below:-

**L1 = Minimum wage rate at the time of submission of Tender.**

**L2 = Minimum revised wage rates (current rates)**

**Amount to be re-imbursed/ recovered = (L2-L1) x No.of persons deployed**

- 43** The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970 and Delhi Works Contract Act (wherever applicable).
- 44** The APMC (MNI) Azadpur 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 APMC.
- 45** In case the Contractor fails to carry out the work satisfactorily even after pointing out the deficiencies, the APMC reserves the right to get the work carried out from any 3<sup>rd</sup> party at the risk and cost of the contractor. The payment so made to the 3<sup>rd</sup> party shall be deducted from the payment to be made by the APMC to the contractor.



**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 evidencing filing of returns every year and shall keep the Department 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 joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the APMC (MNI) Azadpur, Government of NCT of Delhi.
  - (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.
  - (c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.

**JURISDICTION OF COURT**

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any,

**AGRICULTURE PRODUCE MARKETING COMMITTEE**  
**(MARKET IF NATIONAL IMPORTANCE )**  
**OFFICE COMPLEX, PH. II. NFM, SARAI PIPAL THALLA, AZADPUR, DELHI 110033.**

Checklist for technical Evaluation

S.No	Information to provide	To be filled by the Tenderer	For office use
01	Financial Strength (Annual Turnover)		
02	Performance of Contract(Quality)		
03	Personal and Establishment (No. of Supervisory staff, trained Civilian/ Ex-Military/ Ex-Paramilitary personnel.		
04	No of years in operations		
05	No of man power on Roll		
06	Quality related marks (ISO)		
07	Valid labour license of labour dept.		
08	Any Other Relevant Information		

Note: Photocopy of all necessary document duly self attested must be attached for verification of the information provided above.

Signature of the contractor with Seal

**UNDER TAKING**

To,  
Secretary,  
APMC Azadpur

Name of the firm/Agency \_\_\_\_\_

Name of work: **Providing 11 drivers possessing license to drive Heavy Transport Vehicles like tippers, loaders, water tanker etc at APMC, Azadpur**

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. This contract 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 : \_\_\_\_\_

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

Affix P.P.Size recent photograph of Prospective bidder.
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1	Cost of tender	:	NIL
2	Due date of tender	:	
3	Opening time and date of tender	:	
4	RTGS detail of Earnest money deposited	:	
5	Name, address of firm/Agency and Telephone numbers	:	
6	Registration No. of the Firm/Agency	:	
7	E-mail Address	:	
8	Name, Designation, Address and Telephone No. of Authorized person of firm/ Agency to deal with	:	
9	Please specify as to whether Tenderer is sole proprietor /Partnership firm. Name and Address and telephone No. of Director/ Partner should specified	:	
10	Copy of PAN card issued by Income Tax Department and copy of previous three Financial Year's Income Tax Return.	:	
11	Provident Fund Account No.	:	
12	ESI Number	:	
13	License number under Contract Labour (R&A)Act	:	
14	Details of experience if Any	:	
15	Valid TIN number issued by Trade and Tax Department	:	
16	Any other information	:	

**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/ ourselves to abide by them.

(Signature of the bidder)  
Name and Address with seal

## ANNEXURE-III

**14.0 FORM OF BANK GUARANTEE BOND FOR PERFORMANCE GUARANTEE**

1. In consideration of the SECRETARY, APMC (MNI) Azadpur (hereinafter called "Secretary") 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") 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 APMC (MNI) Azadpur (herein after called "APMC") an amount not exceeding Rs. .... (Rupees .....only) on demand by APMC.

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, 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 for-bearance, 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. Notwithstanding 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).

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

**Schedule of Quantities (Financial Bid)**

N/W.: Providing 11 drivers possessing license to drive Heavy Transport Vehicles like tippers, loaders, water tanker etc at APMC Azadpur.

S No.	Description of Item	Quantity	Unit	Rate per month per driver (Rs.)	Total Amount for 12 months (Rs.)
1	<b>Providing drivers possessing license to drive Heavy Transport Vehicles like tippers, loaders, water tanker etc</b> 11 nos. per day for 12months (11x12=132)	132	month		

**Note:- The quoted rate per month shall be inclusive of all charges, including contribution towards ESI, PF, Gratuity, Bonus, Substitutes. It shall also include cost of training and uniform, etc. besides contractor liabilities of fulfillment of all statutory obligation of the contractor under minimum wages act, contract labour (Regulation) act and other related acts.**

- (i) The grand total figure would be used for evaluation of lowest tender.
- (ii) The rate quoted will be for eight hours per person per day. If the minimum wages is revised by the Government of NCT of Delhi, the incremental wages, if applicable, will be provided by the Agency and re-imbursed by the Department as per the terms and conditions of the Tender.
- (iii) The quoted rates shall be inclusive of all applicable taxes as may be levied by the Government from time-to-time, **(except Service Tax, which would be payable over and above the quoted amount as applicable).**
- (iv) Income tax as per Income tax rules will be recovered from the gross amount of the bill.
- (v) The offers/bids which are not in compliance of Minimum Wages Act and any other Labour laws will be treated as invalid.

**DECLARATION**

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

Signature of the contractor with Seal

**Witness:**

**Signature of the agency**