

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 :- Supply of Refrigerated/normal Drinking water through
water trolleys/ water tank at Kela Siding Azadpur**

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

I N D E X

Name of Work:- Supply of Refrigerated/normal drinking water through water trolleys/ water tank at Kela Siding Azadpur.

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Certified that this N.I.T. contains pages 1 to 21 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	Last Date/ Time of Receipt of Tenders
1		Supply of Refrigerated/normal drinking water through water trolleys/ water tank at Kela Siding Azadpur	<u>10,43,918/-</u> 20900/-	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

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

Name of Work :- Supply of Refrigerated/normal drinking water through water trolleys/ water tank at Kela Siding Azadpur. .

2. Tender Information:

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

3. The **period of contract** shall be valid for a maximum period of 12 months from the date of start as defined in schedule 'F'.

4. Eligibility Criteria

- i) An Earnest Money Deposit (EMD) of **Rs.20900/- (Rupees Twenty thousand and Nine hundred 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**.
- ii) The bidder should have latest withdrawal certificate of MCD. However, the agency shall have to provide valid withdrawal license within 15 days of issue of LOI.
- iii) He should have an experience of similar work i.e. for providing refrigerated / normal water through water trolleys/steel tanks to Govt. Deptt. Of Delhi or PSU.
- iv) The agency should have valid PAN card.
- v) An affidavit on non judiciary stamp paper of Rs. 50/- should be given by the bidder that he will disburse salary of helper deployed on trolley on the basis of minimum wages notified by the Delhi Govt. and thereafter revised time to time.
- vi) List of machinery / no. of available trolleys/steel tanks at present in good condition.
- vii) Registration Certificate, if any.
- viii) Details of their's water and refrigerating arrangements.

5. TECHNICAL BID:

Documents to be uploaded in the Technical Bid:

- (i) Duly filled Technical Bid as per Annexure II.
- (ii) Scanned copy of the following documents:
 - a. An Earnest Money Deposit (EMD) of **Rs.20900/-** (Rupees Twenty thousand and Nine hundred 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**.
 - b. Bidders PAN Card.
 - c. Experience certificate as per Eligibility Criteria in Para 5(III), Page No. 4 .
 - d. The list of machinery / no. of available trolleys/steel tanks at present in good condition
 - e. Registration Certificate (if any).
 - f. An undertaking regarding self declaration that firm has not been blacklisted or abandoned.
 - g. An undertaking regarding disbursement of salaries of employees on minimum wages.
 - h. Details of water and refrigerating arrangements.
 - i. **Others documents if any**

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.

3. 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 agency from whose tender may be accepted and other necessary documents can be seen in the office of the Executive Engineer, APMC, Azadpur between **1200 hours to 1500 hours** upto 28/08/2017 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 tenderers will be displayed on the web site <http://delhi.govtprocurement.com>.
9. The financial bids of only eligible tenderers who have **uploaded EMD and other documents and has got verified documents from original to the satisfaction of competent authority of APMC**

and who have technically qualified shall only be opened within one month in the office of Executive Engineer, APMC, Azadpur.

10. The successful bidder 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 Banker's cheque/Demand Draft/ Fixed Deposit Receipts/Bank Guarantee of any scheduled bank.
11. 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 **12 Months** from the stipulated date of start of the work. Further, the successful bidder shall also be required to submit an undertaking 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.
12. In case the agency 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 agency shall be forfeited automatically without any notice to the agency.
13. **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 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.**
14. A tenderer shall be deemed to have full knowledge of the site of work whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
15. The tenderer shall be responsible for arranging and maintaining at his own cost all tools & plants, and required machinery, water, electricity access, facilities for workers and all other services required for executing the work.
16. Submission of a tender by a tenderer implies that he has read this NIT 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 by him & local conditions and other factors having a bearing on the execution of the work.
17. 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.
18. 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.
19. The APMC (MNI), 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.
20. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited, and the tenders submitted by the agencies who resort to canvassing are liable to be rejected.

21. The agency 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 (DAMB) or APMC, Azadpur. Any breach of this condition by the agency would render rejection of his tender.
22. The agency shall give a list of both, Gazetted and non-gazetted DAMB/ APMC employees related to him.
23. 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 agency for a period of two year after his retirement from Government service, without the previous permission of Vice Chairman (DAMB) in writing. This contract is liable to be cancelled and Performance Guarantee forfeited if either the agency or any of his employees is found at any time to be such a person who had not obtained the permission of the Vice Chairman, DAMB as aforesaid before uploading of the tender or engagement in the agency's service.
24. The tender for the works shall remain open for acceptance for a period of **(90) Ninety 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.**
25. This Notice Inviting Tender (NIT) shall form a part of the contract document. The successful tenderer / agency 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, Terms & conditions, 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 CPWD **Form - 8** i.e. General Conditions of Contract for CPWD works (edition 2014) as modified and corrected upto the last date of uploading of the tender. [**Note:** In case of any difference / ambiguity between English & Hindi versions, English version shall prevail.]
26. The agency shall quote his rates keeping in mind the terms & conditions of the NIT 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.

27. The **APMC shall deduct Income Tax and any other applicable taxes on the value of** work done from each bill of the agency as per prevailing Government orders. In lieu of above, the APMC shall issue a TDS certificate to the agency, in relevant form.
28. In the tender document, the word “CPWD” shall be read as “APMC, Azadpur”, wherever exists.
29. **The tenderer shall ensure to submit his offer only through E- tendering process.**

Executive Engineer, APMC (Azadpur)

For & on behalf of SECRETARY

INSTRUCTIONS TO TENDERERS FOR SUBMISSION OF TENDER:

The Agency submitting the tender should read the scope of work, schedule of quantities and other terms and conditions given in the NIT. The agency should also visit the site of work and acquaint himself.

GUIDELINES / PROCEDURE TO BE FOLLOWED IN 'E'- PROCUREMENT SOLUTION

1. **Payment of cost of Tender documents:** - The collection of cost of Tender documents is dispensed away with, as there is no physical supply of tender documents and also to have absolute anonymity of the bidders participating in e-procurement solution. The bidders can view / download the tender documents, from the **<https://govtprocurement.delhi.gov.in>**.
2. **Submission of Bids:** The bidders who are desirous of participating in 'e' procurement shall submit their price bids in the standard formats prescribed in the Tender documents, displayed at **<https://govtprocurement.delhi.gov.in>**. The bidder should upload the scanned copies of all the relevant certificates, documents etc., in the **<https://govtprocurement.delhi.gov.in>** in support of their price bids. The bidder shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.
4. **Only scanned and uploaded documents through E-tendering 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**
5. The documents uploaded by the bidders shall be got verified from originals opening of the tender in the office of Engineer-in-charge.
6. **Price Bid Opening:** The Price Bids will be opened online by the Executive Engineer at the specified date & time and the result will be displayed on the **<https://govtprocurement.delhi.gov.in>** which can be seen by all the bidders who participated in the tenders.
7. **Processing of Tenders:** The concerned officer/officers will evaluate and process the tenders as done in the conventional tenders and will communicate the decision to the bidder online.
8. **Payment of Performance Guarantee:** The successful bidder shall submit irrevocable performance guarantee of 5% (Five percent) of the awarded amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract
9. **Participation of Bidders at the time of opening of bids:** Bidders can come at the place of opening of bids (electronically) as done in the conventional tender process or may see the result online.

Executive Engineer
APMC

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, 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 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 tender and not to make any modification in its terms and conditions.

A sum of Rs 20900/- in the form of fixed deposit / Pay order/demand draft of a scheduled bank issued in favour of , **APMC, Azadpur**. Xerox copy of the above is to be scanned and uploaded along with the tender and the original fixed deposit / Pay order/demand draft of a scheduled bank shall be deposited in sealed envelope with name of work and due date written on the envelope, in the office of Secretary, APMC,New Office Complex, NFM- Ph.-II, Sarai Pipal Thalla, Azadpur, Delhi-33.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another agency 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/ APMC Azadpur 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:

*
Signature of Agency
Postal Address
*
*
10

Occupation:

Telephone No:

Telephone No.

Fax

Email

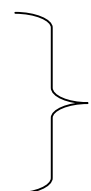
** To be filled in by the agency*

4.0 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 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 (C)

**** To be filled in by the Executive Engineer, APMC, Azadpur**

SCHEDULES

SCHEDULE 'A'

Schedule of Quantities: - Attached

SCHEDULE 'B'

Schedule of materials to be issued to the agency:

Sl. No.	Description of Item	Quantity	Rates in figures & words at which the material will be charged to the agency	Place of Issue
1	2	3	4	5
-----All materials to be arranged by the agency him self-----				

SCHEDULE 'C'

Tools and Plants to be hired by the agency

.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: **NIL**

SCHEDULE 'E'

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

---NOT APPLICABLE---

SCHEDULE 'F'

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

N/W :- Supply of refrigerated Normal water through water trolleys steel tanks at NSM, NFM and Kela Siding Azadpur. .

Earnest Money : **Rs. 20900/-**

Performance Guarantee : **5% of awarded value of work.**

GENERAL RULES AND DIRECTIONS

Officer Inviting Tender : **Executive Engineer, APMC, Azadpur**

Definitions:

2(v) Officer-in-charge : **Executive Engineer (C)**

2(vi) Engineer-in-charge : **Executive Engineer (C)**

2(vii) Accepting Authority : **Secretary**

2(viii) Standard Schedule of Rates : **Market rate**

2(ix) Department : **APMC : Azadpur**

9(x) Standard APMC contract Form : **CPWD 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 : **5 days**

(ii) Maximum allowable extension beyond the period provided in (i) above : **2days**

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start : **7 days**

Period of contract : **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 : **Monthly bills**

last such payment for being eligible to interim payment.

Clause 10 B (ii) : Not Applicable

Clause 10 C : Not Applicable

Clause 10 CA
Materials covered under this clause : Not Applicable

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

Clause 16
Competent Authority for : **Secretary**
Deciding reduced rates

SCOPE OF WORK AND SPECIAL CONDITION OF CONTRACT

1. Water filled trolleys/steel tanks shall be provided by the agency from 6.00 A.M. to 6.00 P.M. However, in case if the timings of trolley are required to be changed from 6.00 A.M. or 6.00 P.M., it shall be communicated in writing to the agency and agency shall adhere to the revised timings schedule of the APMC.
2. The bidder should have latest license/ withdrawal certificate of MCD. However, the agency shall have to provide valid withdrawal license within 15 days of issue of LOI.
3. The APMC reserves the right to check the trolley for its water quality and quantity in the morning hours during entering to APMC complex and the quantity so measured shall be final and binding to the agency for the payment purpose. However, the quality can be checked at any time in between the supply hours.
4. In case a single bidder do not qualify the criteria of the deptt. w.r.t. no. of trolleys/steel tanks (certified by MCD) to be arranged for supply of water as per contract condition then deptt. shall be at liberty to award the contract to multiple agencies at the lowest tendered/ negotiated rates for this work.
5. The trolleys/steel tanks deployed in the complex shall be given a unique identification number (printed over the trolley) to the satisfaction of Engineering in charge and while entering the complex, a printed gate pass shall be issued to each trolley. This gate pass should be available with the trolley during supply hours as per the contract. The record of such gate passes shall have to be maintained by the agency and should be enclosed with running bill.
6. Similarly, a printed gate pass shall be issued to the tanker while entering in the APMC, Azadpur complex for refilling of refrigerated or normal water in the trolleys/steel tanks. This should be available with the tanker for checking during supply hours and these gate passes shall required to be enclosed along with the running bills.
7. The agency shall be fully responsible for quality/ quantity of water i.e. it should be fit for domestic use and should be as per standard laid down in the BIS code of practices. In case, the sample taken from the water trolley during supply hours fails to meet the BIS standards after having been tested through any Govt. lab or DJB lab, in that case, a penalty of Rs. 50,000/- shall be imposed and action as deemed fit by the competent authority shall be initiated including criminal proceedings.
8. The person deployed on the trolleys/steel tanks (one person on two tanks) should be available all the time during contract period for maintaining trolley pump, potassium solution for washing of glasses, up keepment of trolley/tank neat/tidy for proper supply of water. In the event, if any person is found absent from the trolley then recovery @ Rs. 500/- shall be made during that particular day and the decision of Engineer-in charge shall be final and binding.
9. The agency shall provide the water to the consumer through glasses only and will not allow / fill the bottle / jug etc. from these trolleys/steel tanks. In the event, if it is noticed that any helper operating trolley has violate this term, the agency shall be fined for minimum Rs. 100/- per default of such trolley.
10. APMC, Azadpur is in process to create permanent arrangement of water piasos / water vending machines / water ATMs and this process may take at least 4-5 months therefore, the Engineer in charge reserves the right to discontinue the arrangement of water trolley even after 5-6 months and the agency shall have no claim on this a/c whatsoever it may be.
11. The agency shall be bound to abide by all the instructions of Engineer in charge in controlling the water supply through trolley in terms of its quality / quantity and deployment so as to economize and avoid misuse of water.
12. Supplier shall make proper arrangement for washing and disinfections of glass tumbler with bleaching powder or potassium permanganate solution.
13. Water trolleys/steel tanks shall be maintained in proper hygienic conditions at all times. The supplier shall depute one person for each Trolley.
14. The Ice shall not be added to water for cooling purposes.
15. In case the supplier fails to supply the refrigerated water on any day, APMC shall make alternate arrangement from the readily available sources at the cost of supplier to be recovered from security deposits/bills.

16. The water shall be supplied free of charge to market users & on each trolley the following words shall be clearly written "FREE SERVICE REFRIGERATED WATER FROM A.P.M.C AZADPUR DELHI" in English in bold letters or " , - i t , e- I t } k j k f u " d i h u s d s i k u h d h v k i t r t " in Hindi.
17. The trolleys/steel tanks are to be positioned at the place identified by the Executive Engineer.
18. The trolley should occupy by a person who shall supply water to the market functionaries. If the trolleys/steel tanks are found without waterman, penalty of Rs. 500/- per day shall be levied. The decision of the Secretary APMC, Azadpur shall be final on this account.
19. The number of trolleys/steel tanks and place of deployment may vary as per requirement from time to time.
20. 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.
21. In the event of any dispute between the labour deputed by the agency or with any local trader it shall be responsibility of the agency for liasing with police authorities.
22. In case any public complaint is received attributable to misconduct/ misbehaviors of agency's personnel, a penalty or Rs.500/- for each such incident shall be levied. Further the concerned agency's personnel shall be removed from the system immediately.
23. The tenderer shall be exclusively responsible for any sort of accident occurred during and transportation of water Trolley to decided destination. The tenderer shall also responsible for implementation of all labour related laws, vis-à-vis labour and staff deployed by the tenderer.
24. The agency shall indemnify 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 agency.
25. The agency shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over, whenever required by the Department.
26. The agency shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The agency shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the agency in respect thereof, which may arise.
27. The tenderer shall deploy the water trollies for drinking purpose from 6 AM to 6 PM or as per direction of EIC. The time to supply of water trolles may be changed in view of arrival in Mandi and only after consultation with E.E (Civil).
28. The staff deployed by the agency shall not accept any gratitude or reward in any shape.
29. The agency shall have his own Establishment/ set up/ mechanism/ Training institute for provide training aids to his workers at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
30. Under the terms of their employment agreement with the agency 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 agency.
31. That in the event of any loss occasioned to the department, as a result of any lapse on the part of the agency which will be established after an preliminary/summarily enquiry conducted by the department, the said loss can be claimed from the agency up to the value of the loss. The decision of the Secretary APMC, Azadpur will be final and binding on the agency.
32. The agency shall do and perform all such 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.
33. The department shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly contactor reserves the right to change the staff with prior intimation to the department.
34. The agency 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 the department.

35. Any liability arising out of any litigation (including those in consumer courts) due to any act of agency's personnel shall be directly borne by the agency including all expenses/ fines. The concerned agency's personnel shall attend the court as and when required.
36. In case some additional and special 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 or on mutual settled terms.
37. Agency shall not sub-contract the work to any other agency and shall be ready to work at any hour depending on the requirement of APMC.
38. **If the agency 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.**
39. During the course of contract, if any agency's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the department, the APMC shall be entitled to terminate the contract forthwith duly forfeiting the agency's Performance Guarantee.
40. In the event of default being made in the payment of any money in respect of wages of any person deployed by the agency 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 agency, make payment of such claim on behalf of the agency to the said Labour Authorities and any sums so paid shall be recoverable by the department from the agency.
41. 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 agency to the department within seven days. The department shall be entitled to recover the amount from the agency by deduction from money due to the agency or from the Performance guarantee.
42. Staff engaged by the agency shall not take part in any staff union and association activities.
43. The department shall not be responsible for providing residential accommodations to any of the employee of the agency.
44. The department shall not be under any obligation for providing employment to any of the worker of the agency after expiry of the contract. The department does not recognize any employee employer relationship with any of the workers of the agency.
45. 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.
46. The agency shall maintain/repair the water trolleys/steel tanks /machinery etc at their own cost.
47. All liabilities arising due to accident/miss happening or death of any staff of the agency or any person while on duty shall be borne by the agency.
48. 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.

OBLIGATION OF THE AGENCY:

i. The agency shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The agency shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the employer fully indemnified against liability of tax, interest, penalty etc. of the agency 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 V.C. (DAMB)
- 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 proceedings and currency of contract, neither party shall be entitled to suspend the work/ service to which the dispute relates on accounts of the arbitration and payment to the agency shall continue to be made in terms of the contract.
- d. Arbitration proceedings will be held at Delhi/ New Delhi only.

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

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 undertake that neat and clean environment of the department shall be ensured by 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**(Market Of National Importance)****New Office Complex, NFM- Ph.-II, Sarai Pipal Thalla, Azadpur, Delhi-33.**Affix P.P.Size
recent
photograph
of Prospective
bidder.**TENDER FORM FOR PROVIDING SUPPLY OF WATER TROLLEYS/STEEL TANKS**

1	Cost of tender	:	NIL
2	Due date of tender	:	
3	Opening time and date of tender	:	
4	EMD	:	
5	Name, address of firm/Agency and Telephone numbers	:	
6	Name, Designation, Address and Telephone No. of Authorized person of firm/ Agency to deal with the department	:	
7	E-mail Address	:	
8	Registration No. of the Firm/Agency	:	
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 in Supply of Water Trollyes	:	
15	Valid TIN number issued by Trade and Tax Department	:	
16	Details of machinery/Equipment owned by the bidder	:	
17	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

AGRICULTURAL PRODUCE MARKETING COMMITTEE

MARKET OF NATIONAL IMPORTANCE

NEW OFFICE COMPLEX, NFM- PH-II, SARAI PIPAL THALLA, AZADPUR, DELHI-33

Estimated Cost:10,43,918/-

EMD:20900/-

Times:12 Months

Financial Bid

Name of work:- Supply of Refrigerated/normal Drinking water through water trolleys/ water tank at Kela Siding Azadpur.

S No.	Description of Item	Qty	Unit	Rate per MT (Rs.)	Total Amount (Rs.)
1	Supply of refrigerated drinking water through water trolleys/ water tank of capacity 60 gallons per trolley (minimum) at Kela Siding Azadpur, as per requirement complete in all respects as per direction of EIC. 10 trolleys per day from April to October (i.e. 214 days x 10 = 2140 trolles)	2140	Each		
2.	Supply of Normal drinking water through water trolleys/ water tank of capacity 60 gallons per trolley (minimum) at Kela Siding Azadpur, as per requirement complete in all respects as per direction of EIC. 5 trolleys per day from November to March (i.e. 151 days x 5 = 755 trolles)	755	Each		

Notes :

- (i) Payments shall be made by the APMC as per the terms and conditions of the Tender Documents.
- (ii) The quoted rate shall be inclusive of all applicable taxes as may be levied by the Government from time-to-time.
- (iii) Income tax as per Income tax rules will be recovered from the gross amount of the bill.
- (iv) Water shall be required to be available all the time during the contracted hours
- (v) Agency shall provide the water trolleys/steel tanks as per scheduled of department.

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 agency with Seal