

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

Name of Work: Supply of heavy duty 750 mm sweep wall mounting Air- circulator fans for sheds at NFM Azadpur.

**TENDER AND CONTRACT
FOR
SUPPLY OF MATERIALS**

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**Executive Engineer (E),
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

Sealed item rate tenders in two bid system are invited on behalf of Secretary, Agricultural Produce Marketing Committee for the following work.

Name of work:- **Supply of heavy duty 750 mm sweep wall mounting Air- circulator fans for sheds at NFM Azadpur.**

Estimated cost:- **Rs. 15,95,800=00**

Earnest money:- **Rs. 32000=00**

Time of compln:- **20 days**

Cost of Tender Paper:- **Rs. 500/-**

Last date of Sale of Tenders: **8.06.16 till 1:00.p.m**

Date of receipt of tenders:- **10.06.16**

Detailed NIT and Tender Documents are available on website www.delhigovt.nic.in and www.apmcazadpurdelhi.com.

Sd/-
Executive Engineer(E)
APMC, AZADPUR

NOTICE INVITING TENDERS

1. Sealed item rate tenders in two bid system are invited for the work “**Supply of heavy duty 750 mm sweep wall mounting Air- circulator fans for sheds at NFM Azadpur**” on behalf of Secretary, Agricultural Produce Marketing Committee, Azadpur from the Manufacture or Authorized dealers of companies of Almonard, Pailot, Crompton, Havells ,Khaitan,Usha brand brand air circulator fans.
2. **Estimated Cost: Rs 15,95,800/-**
3. **Earnest Money: Rs. 32,000/-**
4. Contract documents consisting of the detailed plans, complete specification the edition of quantities of the various classes of work to be done, and the set of conditions of contract to be complied with by the person whose tenders may be accepted, which will also be found printed in the form of tenders, can be seen/purchased at the office of Executive Engineer(E) APMC, New Office Complex, NFM- Ph.-II, Sarai Pipal Thalla, Azadpur between the hours of 11.00 a.m. and 4.00 p.m. every day except on Saturday, Sundays and public holidays.
5. The firms are advised to enclosed attested copies of relevant document, i.e Authority Dealer letter, PAN No., valid works contract tax clearance certificate and works contract tax registration from sales, tax depts, failing which their application shall be rejected.
6. Desirous companies/authorized Dealer/firms may obtain the tender from and other terms & condition on request in writing from the office of the undersigned on any working day upto the last date of issue of tender indicated above till 1:00 pm on furnishing of receipt of tender cost to be deposited in cash (non refundable) and Earnest money as specified above.
7. Issue of tender form will be stopped at 1.00 p.m. two day before the date fixed for the opening of tenders.
8. **The document can also be down loaded from Delhi Govt. website www.delhigovt.nic.in and www.apmcazardpurdelhi.com.up to 13.00 hours on 10.06.16 . However in that case, the cost of tender and earnest money in the form of D.D/FDR from schedule Bank in favor of APMC AZADPUR, New Delhi shall be enclosed along with technical bid.**
9. The agencies downloading tender papers from website will have to submit offers in two packet system consisting earnest money along with certificates in support of eligibility in one envelop Marked ‘A’ Technical Bid, while tender form/price bid shall be placed in another envelope subscribed as annexure ‘B’ Financial Bid. Both these above sealed envelopes shall be kept in separate bigger size sealed packet mentioning name of work, NIT No. and due date of opening otherwise tenders shall be treated as invalid & rejected.
10. Tenders which should always be placed in sealed cover with the name of work written on the envelopes will be received in the office of the Secretary, APMC, New Office Complex, NFM- Ph.-II, Sarai Pipal Thalla, Azadpur, Delhi-33 upto **3.00 p.m.** on **10.06.2016** .
11. The tenders shall be opened on the same day at **3.00 p.m** in the presence of tenderers or their authorized representatives who may like to attend.
12. The **Technical Bids** will be opened on **10.06.16** at **15.00 hours** for scrutiny by the Executive Engineer (E), APMC Azadpur and **Financial Bids** shall be opened later on, 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.
13. Earnest money **Rs. 32,000/-** -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 favor 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.

14. The contractor, whose tender is accepted will be required to furnish by way of security deposit for the due fulfillment of his contract, such sum as will amount :

- i) **Performance Guarantee**

The contractor shall submit an irrevocable PERFORMANCE GUARANTEE of 5% (five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement.

- ii) **Security deposit**

The person/persons whose tenders(s) may be accepted (herein after called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 10% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. The security amount will also be accepted in cash or in the shape of Govt. securities. Fixed deposit receipt and guarantee bonds of scheduled banks and State Bank of India will also be accepted for this purpose confirmatory advice is forthcoming from the Reserve Bank of India.

15. Conditional tender shall not be considered.
16. Agreement shall be drawn with the successful tenderer on prescribed Form No. CPWD 9-, 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.
17. The time allowed for supply the material will be **20 days** 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.
18. APMC reserves the right to reject any or all tenders without assigning any reason.
19. 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.
20. 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.
21. 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.
22. The contractor shall not be permitted to tender for works in the DAMB/APMC (responsible for award and execution of contracts) in which his near relative is posted as JAO/AAO/Account officer 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 DAMB or in the APMC . Any breach of this condition by the contractor would result in rejection of the tender submitted by him.
23. No Engineer of gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of Delhi/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.

24. 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.
25. 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 9** - Corrected / modified upto date.

Signature of Executive Engineer

APMC, Azadpur*

For & on behalf of Secretary APMC, Azadpur

* To be filled by Executive Engineer

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

**TENDER AND CONTRACT
FOR
SUPPLY OF MATERIALS
(Central P.W.D. Code. Paragraph 89)**

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All supplies proposed to be obtained by contract will be notified in a form of invitation to tender floated on website and signed by the Executive Engineer.
2. This form will state the supplies to be made as well as the date for Submitting and opening tenders and the time allowed for carrying out the work, also the amount of the earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tender and the percentages, to be deducted from bill s copies of the Specifications and any other documents required in connection with the work, signed for the purpose of identification by the Executive Engineer shall also be open for inspection by the contractor of the office of the Executive Engineer
3. Receipts for payment made to a firm, must also be signed by the several partners except where the contractors are described in their tender is a firm, which case the receipt must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the schedule of quantities stating at what rate he is willing to undertake each item of the work. Tenders which purpose alteration in the work specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions of any sort will be liable to rejection, Tender shall have the name of the work to which they refer written outside the envelope.
5. The Executive Engineer or duly authorized assistant, will open tenders in the presence of any intending contractors who may be present at time, and will enter the amounts of the several tenders in a Comparative Statement in a suitable form, in the event of tender being accepted a receipt for the earnest money forward therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign, copies of the specification and other documents mentioned in rule
6. In the event of a tender being rejected the earnest money forwarded with such unaccepted under shall there upon returned to the contractor making the same.
- 7.. The contractor, whose tender is accepted, will be required to furnish:-

i) Performance Guarantee

The contractor shall submit an irrevocable 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.

ii) **Security Deposit**

The person/persons whose Tender(s) may be accepted (herein after called the contractor) shall permit Govt. at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 10% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the Tendered value of the work. The security deposit will also be accepted in cash or in the form of Government securities, Fixed Deposit Receipts. Performance Security may be accepted as Bank Guarantee of Scheduled Banks and State Bank of India. In case a fixed deposit receipt of any Bank is furnished by the contractor to the APMC, Azadpur as part of the Security Deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the APMC to make good the deficit.

Note:-

- 1) The contractor is to deliver the materials on or before the time period mention in the Tender. Failing which he shall be subject to pay or allow one percent on the total amount of the contractors every day nor exceeding ten days that he shall exceed his time as and for liquidated damages.
- 2) In every case in which the payment or allowance mentioned in clause 2 shall have incurred for then consecutive days, the Executive Engineer shall have the power to annul the contract and or have the supply completed at the contractor's risk and expenses without any further notice to him and the contractor shall have no claim to compensation for any loss that he may incur in any case.
- 3) If the contractor shall be hindered in the supply of the materials so as to necessitate an extension of the time allowed in this tender he shall apply in writing to the Executive Engineer, the contractor shall not claim exempted on from the fine line leviable under clause 2. For the completion of the rest of the works the contractor shall be entitled such extension of time as may be determined by the Engineer-in-charge.
- 4) The contractor shall give to the Executive Engineer (hereinafter called the Engineer-in-charge) of his intension of making delivery of materials and on the materials being approved as receipt shall be granted to him by the Executive Engineer or his assistant and not no material will be considered as delivered until so approved.

- 5) On the completion of the delivery of materials the contractor shall be furnished with a certificate to that effect by the Executive Engineer (thereafter contractor shall Engineer-in-charge) but the delivery will not be considered complete until the contractor shall have re-conveyed all reject materials and shall have the approved materials stocked or placed in such positions as he pointed out to him.
- 6-A If at any time after the commencement of the supplies the **Secretary APMC,Azadpur** shall for any reason what so ever not require the whole thereof as specified in the tender to be supplied the Executive Engineer shall in addition to his power to annul the contract in case of default on the part of the contractor, have power to terminate all liability of the **Secretary APMC,Azadpur** there under at any time after giving due notice in writing to the contractor of his desire to do so, in the event of such a notice being given.
 - (a) The Executive Engineer shall be entitled to direct the contractor to complete the supply of the material which are ready for delivery up to the expire of the notice and thereafter to cease their supply, all the articles or supplies received and accepted up to that date shall be paid for at the tender rate, and.
 - (b) The contractor shall have no claim to any payment or compensation what-so-ever on account of any profit or advantage which he might have derived in consequence of the full execution of the contract but which he did not obtain owing to its premature termination or for any loss which he might have sustained on this account.
8. The materials shall be of the best description and in strict accordance with the specification and the contractor shall receive payment for such materials only as are approved and possessed by the Engineer-in-charge.
9. In the event of the material being considered by the Engineer-in-charge to be inferior to that described in the specifications, the contractor shall on demand in writing forthwith remove the same at his own charge and cost and in the event of his neglecting to do so within such period as may be named by the Engineer-in-charge that office may have such rejected material remove at the contractor's risk and the expenses incurred being liable to be deducted from any due or which may become due to the contractor.
- 10 . The contractor/seller hereby declares that the goods stores articles sold or to be sold to the Govt. under this contract shall be of the best quality (and markship) and shall be strictly in accordance with the specifications and particular contained mentioned in clause 8 here of and the contractor seller hereby guarantees that the said goods/stores articles shall continue to conform to the description and quality for a period of three months shall the date of delivery of the said goods/stores/articles to the Engineer-in-charge and that not with standing the fact that the Engineer-in-charge may have inspected and on approved the said good articles be discovered not be confirm to the description and quality aforesaid or to have deteriorated (and the decision of the Engineer-in-charge in that behalf will be final and conclusive a binding on the parties the Engineer-in-charge will be entitled to reject the said good/stores/articles or such portion there of as may be discovered not to confirm to the said description and quality. On such rejection the goods articles stores will be at the seller's risk and the provisions contained in the clause 9 hereof shall mutatis mutandis apply to the removal of the goods/stores/articles rejected under this clause. The contractor/seller shall if

called upon to replace the said good/stores/articles or such portion thereof as has been rejected by the Engineer-in-charge or otherwise the contractor/seller shall pay to the Govt. such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Gov. in that behalf under this contract or otherwise.

11. No material shall be brought to site or delivery on Sundays without the written permission of the Engineer-in-charge.
12. This contract shall not be sublet without the written permission of the Executive Engineer. In the event of the contractor subletting his contract without such permission he shall be considered to have thereby committed a breach of contract, and shall forfeit his security deposit and shall have no claim for any compensation for any loss, that may have collected or engagement entered into.
13. The Security Deposits of Contractor shall not be refunded before the expiry of the twelve months after the issue of certificate final or otherwise of completion of supply or till the final bill has been prepared and passed, which ever is later.
14. **The Officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest tender.**

Contractor.....

Executive Engineer (E)

LIST OF APPROVED BRANDS

1. **Almonard**
2. **Havells**
3. **Pilot,**
4. **Crompton**
5. **Khaitan**
6. **Usha**

Terms & Conditions

- (i) The rates quoted should be inclusive of inclusive of Sales Tax, Octroi Royalties, Cess, Taxes and other levies and duties on the price of the materials and nothing extra on this amount shall be payable by the department.
- (ii) The payment shall be made against the delivery in full quantity and no advance payment shall be made for any supplies to be obtained by the deptt.
- (iii) Material should be genuine make and in good condition.
- (iv) Material is required at F.O.R destination at F&V market Azadpur. Any cartage, carriage, loading, unloading shall be borne by the supplier.
- (v) **The firm shall supply necessary Guarantee Card and test certificates of the fans, carried out at the manufacture premises and shall stand guarantee for a period of one year against any manufacturing defect.**
- (vi) The bidder shall not assign or sublet this contract in full or part thereof to any other agency.
- (vii) The contract of supply can be terminated at any time, if supplies are not made to the satisfaction of the Engineer in charge.
- (viii) The bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport of the materials in good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage.
- (ix) The APMC reserves the right to accept or reject any tender or all tenders without assigning any reason thereof.
- (x) The conditional tender shall not be accepted.

AGRICULTURAL PRODUCE MARKETING COMMITTEE**(Market Of National Importance)****New Office Complex, NFM- Ph.-II, Sarai Pipal Thalla, Azadpur, Delhi-33.****Schedule of Quantities****N. O. W:- Supply of heavy duty 750 mm sweep, wall mounting Air- circulator fans for sheds at NFM Azadpur.**

S.No.	Description of Item	QTY.	UNIT	RATE	AMOUNT
1	Supply of heavy duty, 750 mm (30"), sweep wall mounting, Air- Circulator fans, single speed ,3 Aluminum single piece blade, double ball bearing 90 degree oscillation vertical adjustment from 22 degree to 45 degree with sturdy close mesh guard , powerful motor of 250 watt , speed 1400 RPM (minimum), air delivery 370 Meter cub / minute(minimum) , suitable for single phase 230 volts (+/- 10%), 50 Hz AC Supply	200	Nos.		

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

