

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

Name of Work: Removal of garbage from dhallows of new subzi mandi, new fruit market, Kela siding and Okhla Sub Yard.

ITEM RATE TENDER AND CONTRACT FOR WORKS

INDEX

S. No.	Description	Page No.
1.	NOTICE OF E-TENDERING & Through Box	2
2.	Press Notice	3
3.	General Terms and Condition for e-tendering	4
4	TERMS AND CONDITIONS	6
5	Tender Form for Box Tendering	11
6	Schedule of Quantities	12

This NIT contains 12 pages marked as Sl. No. 1 to 12

**Executive Engineer,
APMC, AZADPUR**

AGRICULTURAL PRODUCE MARKETING COMMITTEE
(MARKET OF NATIONAL IMPORTANCE)
NEW OFFICE COMPLEX, NEW FRUIT MARKET PHASE-II,
SARAI PIPAL THALLA, AZADPUR, DELHI-110033.

No. F. 86/APMC/AS(S)/NSC/06/Part /

Dated :-

NOTICE INVITING TENDER

Office of the AGRICULTURAL PRODUCE MARKETING COMMITTEE, (MARKET OF NATIONAL IMPORTANCE) , Azadpur, New Delhi invites Sealed tenders for collection of fruit and vegetable waste/ garbage from the Azadpur market yard ,sub yard Kela siding, Azadpur and Sub-yard Okhla from registered firms / registered with VAT/companies having experience of collecting waste/garbage & other material every day through e-tendering or through box by purchasing the tender from engineering division at the cost of Rs. 1000/-

S. No.	NAME OF WORKS	Estimated Cost (Rs.)	Earnest Money (Rs.)	Cost of Tender (Rs.)	Duration of period	Last date issue of Tender Papers	Last Date of receipt & opening of Technical Bid/ Financial Bid
1.	Removal of garbage from dhallows of new subzi mandi, new fruit market, Kela siding and Okhla Sub Yard	1,97,10,000/-	400000/-	1000/- (Only for Box tender)	One year	02/02/2012	04/02/2012/ 07/02/2012

The earnest money as indicated shall have to be deposited by the tenderers along with in the shape of Bank Draft or Call deposit receipt in favour of APMC, Azadpur. The tenderers must mention on their envelopes the name of the work and details of the earnest money etc. Tenders of the contractors, who do not deposit the earnest money in the prescribed manner, shall be summarily rejected.

The tender forms and other contract conditions can be obtained from the office of the undersigned by the parties themselves or their representative duly authorized on Rs. 10/- stamp paper on any working day upto the last date of issue of tenders as indicated above till 1.00 P.M. on furnishing receipt of tender cost to be deposited in Cash (non-refundable).

The tender documents including schedule of quantities and other details of work can be seen in the office of the undersigned on any working day before applying for the issue of tender.

The NIT can be seen on web-site www.apmcazadpurdelhi.com.

The agencies downloading tender from e-tendering from website i.e. <https://govtprocurement.delhi.gov.in> will have to submit offers in two packet system consisting earnest money in the shape of Demand Draft/Pay order in favour of APMC,Azadpur Delhi alongwith certificates in support of eligibility in one envelop Marked 'A' while tender form/price bid shall be placed in another envelope subscribed as annexure 'B'. 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. The price bid of agencies which does not qualify in eligibility criteria shall not be opened and decision of competent authority shall be final and binding upon all parties. APMC reserves the right to reject any or all the tenders without assigning any reason

EXECUTIVE ENGINEER

PRESS NOTICE

AGRICULTURAL PRODUCE MARKETING COMMITTEE

(Market Of National Importance)

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

Name of Work: Removal of garbage from dhallows of new subzi mandi, new fruit market, Kela siding and Okhla Sub Yard

Estimated Cost : **Rs. 1,97,10,000/-**

Earnest Money : **Rs. 400000/-**

Tender of cost for Box tender : **1000/-**

Date of release of tender through e-procurement solution : **20/01/2012**

Last date of sale of Box tender : **02/02/2012**

Last Date/Time for receipt of tenders
through e-procurement solution and Box tendering: **04/02/2012 upto 14.30 hrs.**

Tender ID No. :

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

The tenderer shall also submit the following documents :-

1. **Scanned copy of Earnest Money. However, Earnest Money in original is to be submitted in the office of** Secretary, APMC, New Office Complex, NFM- Ph.-II, Sarai Pipal Thalla, Azadpur, Delhi-33.

2. **Scanned** copy of Registration certificate of the firm.

3. **Scanned** copy of PAN Number as issued by Income Tax Department.

4. **Scanned** copy of Five years Experience certificate and satisfactory performance certificate from the concerned employers.

5. **Scanned** copy of the certificate of annual turnover for Rs. 200.00 Lac per annum for last three years and certified copy of Balance sheet.

6. **Scanned** copy of partnership Deed/Memorandum of Articles of association as in case of Private Ltd/ Limited Companies.

7. **Original mode of Earnest Money and attested copies of Certificate/documents as stated above shall have to be submitted to the Secretary, APMC, Azadpur in sealed envelope with name of work written on the envelope up to 14.30Hrs on dated 04/02/2012.** Failure to furnish the original mode of earnest money and all relevant documents on the due date and time will entail rejection of bid.

8 Online Tender Bid shall consist of tender form and Schedule of Quantity.

9. The tenders can be uploaded on website upto 14.30 hours on 04/02/2012

9 (i) The **Technical Bids** will be opened online on **04/02/2012 at 15.00 hours** for scrutiny by the Executive Engineer, APMC, New Office Complex, NFM- Ph.-II, Sarai Pipal Thalla, Azadpur, Delhi-33. The technical bids will be evaluated against the specified parameters/ criteria and the result of technical evaluation will be displayed on the website <https://govtprocurement.delhi.gov.in> which can be seen by all the bidders who participated in the Tenders.

9 (ii) The **Financial Bids** shall be opened after opening of the Technical Bid 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 financial bid shall be opened in respect of successful tenderer in technical bid on 07/02/2012 at 3.00PM. If any of the above dates happens to be holiday, the next working day will be considered for all purposes. Conditional tender shall not be considered.

Tender shall be valid for 60 days form the date of opening of Financial bid. APMC reserves

the right to reject any or all tenders without assigning any reason.

(EXECUTIVE ENGINEER)

The tenderer shall also submit the following documents :-

1. Self attested copy of Earnest Money. However , Earnest Money in original is to be submitted in the office of the Secretary, APMC, Azadpur .
2. Self attested copy of Registration certificate of the firm.
3. Self attested copy of PAN Number as issued by Income Tax Department.
4. Self attested copy of Five years Experience certificate and satisfactory performance certificate from the concerned employers.
5. Self attested copy of the certificate of annual turnover for Rs. 200.00 Lac per annum for last three years and certified copy of Balance sheet.
6. Self attested copy of partnership Deed/Memorandum of Articles of association as in case of Private Ltd/ Limited Companies.
7. Original mode of Earnest Money and attested copies of certificate/documents as stated above shall have to be submitted to the Secretary, APMC, Azadpur along with the tender documents.
Failure to furnish the original mode of Earnest Money and all relevant documents on the due date and time will entail rejection of bid.
8. If date of opening the tender happens to be holiday , the next working day will be considered with out giving any notice for the opening the tender. Conditional tender shall not be considered.
9. Further details can be seen at website www.apmcazadpurdelhi.com.

(EXECUTIVE ENGINEER)

AGRICULTURAL PRODUCE MARKETING COMMITTEE
(MARKET OF NATIONAL IMPORTANCE)
NEW OFFICE COMPLEX, NEW FRUIT MARKET PHASE-II,
SARAI PIPAL THALLA, AZADPUR, DELHI-110033.

TERMS AND CONDITIONS

Before submitting tenders, the tenderer shall inspect the site from where they have to collect the garbage i.e. Dahallows, Kela siding, open auction site/ railway platform etc.

1. The tenderer shall have to make arrangements to lift the fruit and vegetable waste / garbage generated every day at principal yard as well as sub- yards collected at Dhallows.
2. The fruit and vegetable waste/ garbage is to be removed by the tenderer everyday on as is where basis. On an average 100-125 tonnes fruit and vegetable waste /garbage generated in the principal market as well as yard/sub-yards everyday. The tenderer who are interested to lift the fruit and vegetable waste/garbage generated in the Mandies free of cost through their own sanitation fleets/vehicles can lift the garbage free of cost. In case any agency is not agreed to lift the garbage by their own fleet and dumping the same free of cost they should also quote the rates for lifting the garbage in rupees per tones.
3. The tenderer has to arrange appropriate vehicles at their own level for removal of garbage from dhallows. Transportation of the same up to their desired destination at their own cost. The tenderer should lift the fruit and vegetable waste / garbage and other materials from all Dhallows/collection points in New Subzi Mandi, Azadpur, Kela siding (Azadpur sub-yard), Cement Godown, Azadpur, New Fruit Market Phase-I, phase-II, Azadpur ,Fruit & Vegetable Market, Okhla Sub yard. The tenderer will show the “0” (Zero) level cleaning of Dhallows and use of required insecticides everyday. During the peak season of Mausambi , banana, orange, Cauli Flower etc, fruit and vegetable waste /garbage shall be collected everyday directly from the auction site also.
4. The tenderer should have its own place/workshop for parking and repair of vehicles. The APMC shall not provide any space for the same. The tenderer shall maintain their vehicles in their own workshop(s). The vehicles to be used should have fitness certificate from the Transport Authority. No claim can be raised on APMC on account of fuel, lubricates, wages etc. or repair of vehicles of vehicles or removal of fruit and vegetable waste/garbage.
5. The tenderer will be required to submit a detailed operational plan with complete details of movable and immovable infrastructure and the place where the fruit and vegetable waste /garbage will be dumped.

6. The tenderer shall remove the fruit and vegetable waste/garbage from the principal market site, Dhallows, Kela siding, open auction site/railway platform etc in all weather condition and no excuse shall be considered for not removing the fruit and vegetable waste/garbage even for a day.
7. The tenderer shall be exclusively responsible for any sort of accident occurred during and transportation of garbage 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.
8. All legal formalities / matters relating to employees, labour which shall be engaged by the tenderer, the tenderer shall be fully responsible for all the formalities as per rules & time to time instructions by the APMC, GNCT of Delhi, Govt. of India or any Hon'ble Court of India.
9. All tenderer who are providing similar kind of services for at least last three consecutive years will indicate their annual turn over for last three years as per their books of accounts and yearly return file to Income Tax Department. The documentary proof shall be produced to APMC, Azadpur. .
10. All liabilities arising out of accident or death of staff of tenderer while on duty shall be borne by the tenderer.
11. The tenderer 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 APMC, Azadpur and shall not divert any responsibility to APMC, Azadpur.
12. The tenderer shall be responsible to maintain all property and equipment of the APMC, Azadpur if entrusted to it. Any damage or loss caused by tenderer's persons to the APMC, Azadpur in whatever shape would be recovered from the tenderer in addition to other legal action. The decision of Secretary, APMC on quantum of damages shall be final and binding.
13. That in the event of any loss occurred to the APMC, as a result of any lapse on the part of the tenderer which will be established after an enquiry conducted by the APMC, the said loss can be claimed from the contractor up to the value of the loss. The decision of the Secretary, APMC will be final and binding on the tenderer apart from other legal action.
14. The tenderer shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act, EPF, ESI and various other Acts as applicable from time to time with regard to the personnel engaged by the contractor for the APMC.

15. The tenderer will not sublet or transfer the contract given by APMC. In case of any change in their constitution they will seek the approval from APMC prior to change. APMC have the right to accept the change or not to accept the change.
16. Any liability arising out of any litigation (including those in consumer courts) due to any act of tenderer or their personnel shall be directly borne by the tenderer including all expenses/fines. The tenderer their personnel shall attend the court as and when required.
17. 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 tenderer to any of the worker/employee of the tenderer, such money shall be deemed to be payable by the tenderer to the APMC within seven days. The APMC, Azadpur shall also entitle to recover the amount from the contractor from Security of the tenderer or will ask for the payment directly by the tenderer, if any declaration by the labour court or any other court or in case of any lapse found on the part of tenderer by the APMC, Azadpur.
18. The tenderer should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act, 1970 and Delhi Works Contract Act. (Wherever applicable) and inform with document to APMC, Azadpur timely. In case registration with any other department / authorities is required the agency will comply as per rules.
19. The tenderer shall not employ any person below the age of 18 years and above the age of 50 years.
20. Only physically fit personnel shall be deployed for duty by the tenderer.
21. In case any amount payable to the APMC by the tenderer the same shall be recovered by the APMC from the security deposited by the tenderer or under section 113 of DAMP® Act, 1998 apart form other action for violating the contract shall be taken.
22. The contract will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employees as when as asked for. The payment to all the employees engaged by the contractor shall be made by the contractor as per direction of Labour Department or any other concerned Department.
23. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of APMC & the tenderer. 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 Secretary, APMC, Azadpur with in 60 days.
24. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time. The cost of Arbitration shall be borne by the respective parties in equal

proportions as decided by Arbitrator. During the pendency of the arbitration proceeding, the agency shall not suspend the work/service to which the dispute relates on account of the arbitration. Arbitration proceedings will be held at Delhi/New Delhi only.

25. The courts at Delhi/New Delhi shall have the exclusive jurisdiction for trial all disputes, if any, arising out of this agreement between the parties.
26. All types of wastes shall be cleared and collected from the dhallows/garbage Collection point or any such point created by APMC, Azadpur.
27. All the equipment, vehicles for collection for garbage shall be covered during the transportation of garbage from the market to dumping site and to maintain a healthy environment in the area.
28. The tenderer shall deploy the vehicles/machinery for the removal of garbage in two shift and if required in third shift also. The time to removal the garbage may be changed in view of arrival in mandi and only after consultation with Assistant Secretary (Sanitation).
29. The tenderer shall deploy the drivers on the vehicles who have the license for heavy vehicles.
30. The period of this contract is one year. The extension beyond one year will be considered on the basis of satisfactory execution of work. Extension can be considered only after request given by agency for extension on same rate & same terms & conditions.
31. All waste collection vehicles shall be thoroughly cleaned and disinfected by the tenderer.
32. The automobile vehicle/all other vehicles shall be fitted with CNG/authorized fuel.
33. The tenderer shall comply with all the provisions of the laws regarding deployment of staff under the contract including labour Act. The Workmen's Compensation Act and the provisions of the MSW (M&H) Rules 2000. It shall be the liability and responsibility of the contractor to implement the provisions of these acts and any order passed by any Hon'ble court.
34. The tenderer shall deposit Rs. 10.00 lacs as security which will be deposited by the tenderer who will quote the lowest rate before award of work. The same security deposit amount shall be released after satisfactory completion of work as well as party have no dues to be paid to the department.
35. Secretary, APMC has all the rights to reconsider /add/delete any terms and conditions of the contract without any notice to the tenderer, even prior to give contract.
36. The legal Jurisdiction for purpose of any matter in this tender/contract shall be the Hon'ble courts of Delhi, only.
37. APMC has right to cancel the contract by giving a notice before 1 (one) month.

38. It shall be duty of the tenderer who shall have a compost plant to complete all legal formalities at his own with MCD or NDMC, DDA or any other civic agency, electricity department, Department of environment etc. APMC will not be held responsible in case any violation of law by the agency. The tenderer have to dump the garbage in SLF of MCD or his own site. MCD SLF charges (i.e. dumping charges) shall be born by the tenderer.
39. It shall be the duty of tenderer to lift the garbage daily from the market i.e in all seven days of the week without fail. In case if the tenderer will not lift the garbage at any day, the contract shall be terminated with out assigning any reason and security deposited shall be forfeited immediately. The tenderer will ensure at zero level removal of garbage from all dhallows and collecting point.
40. For any loan/advances/ subsidy from any bank and department the APMC will not issue any guarantee and NOC in the matter.
41. The tenderer shall be liable and responsible to provide all the benefits viz. Provident Fund, ESI, Bonus, Gratuity, Leave etc. to the labour/ staff engaged by him. 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 seven days of close of every month.
42. The tenderer must have annual turn over of Rs. 200 Laks per annum for last three year & tenderer have to submit the copy of balance sheet also.

AGRICULTURAL PRODUCE MARKETING COMMITTEE
OFFICE COMPLEX : MNI : NFM
SARAI PIPAL THALA : AZADPUR : DELHI – 110033

TENDER FORM FOR COLLECTION OF FRUIT AND VEGETABLE
GARBAGE/WASTE FROM AZADPUR MARKET YARD AND SUBYARDS.
(Only for Box Tender)

1. Cost of tender : Rs.1000/-(non-refundable)
2. Due date of tender :- : _____
3. Opening time and date of tender : _____
4. Name, address of firm/Agency and Telephone numbers :- : _____
5. Registration No. of the Firm/Agency. : _____
6. .Name, Designation, Address and Telephone : _____
No. of Authorized person of firm/ agency to deal with
7. Please specify as to whether Tenderer is sole: _____
proprietor /Partnership firm. Name and Address and telephone No. of Director/ Partner should specified. : _____
8. Copy of PAN card issued by Income Tax Department and copy of previous three Financial Year's Income Tax Return. : _____
9. Provident Fund Account No. : _____
10. ESI Number : _____
11. Licence number under Contract Labour (R&A)Act. If any. : _____
12. Details of Bid Security deposited (a) : Rs. _____

Affix duly
Attested P.P.Size
recent Photograph
of Prospective
bidder

(Rupees in words also)

(b) FDR No. or DD No. or Bank Guarantee in favour of : _____

(c) Date of issue :

(d) Name of issuing authority :

13. Details of transport / machinery attached.

14. Any other information :

15.. Declaration by the bidder :

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

(Signature of the bidder)
Name and Address with seal

AGRICULTURAL PRODUCE MARKETING COMMITTEE
(Market Of National Importance)

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

Estimated Cost: - Rs. 1,97,10,00/-

EMD Rs. 400000/-

Time of completion: - one year

NAME OF WORK: Removal of garbage from dhallows of new subzi mandi, new fruit market,
Kela siding and Okhla Sub Yard

S.NO.	Description of Item	QTY.	UNIT	RATE (In Figure & Words)	AMOUNT
1.	Removal of garbage from dhallows by tippers and loaders and take away by the agency on SLF of MCD or his own site	32850	M.T.		

Jr. Engineer

Asstt. Engineer

Executive Engineer

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