

Name of work : Up-gradation of Street Lights on various PWD Roads under DHC ND/Central, New Delhi (SH:- Replacement of old HPSV Street Light Fittings with Energy Efficient LED Street Lights, Flood Lights and LED Strips at ISBT Kashmere Gate to Mall Road Chowk and Chandgiram Akhara to I.P. College Red Light).

Sr. No.	Description	Page No.
1	Information and instructions for bidders for e-tendering to be posted on website	2-4
2	List of documents to be scanned and uploaded within the period of bid submission	5
3	Instructions to Contractors	7
4	Form CPWD-6 – Notice Inviting Tenders	8-12
5	Forms CPWD-7/8	13-15
6	Performa of Schedules (A to F)	16-22
7	Integrity Agreement	23-26
8	Form of earnest money (Annexure-A)	27-28
9	Form of performance security bank guarantee bond (Annexure-B)	29-30
10	Affidavit (Annexure-C)	31
11	Schedule of quantities	32-33
12	Terms and Conditions For Street Light Works	34-36
13	List Of Acceptable Makes	37

NIT No.: **216/EE(E)/PWD/DHC & ND/Central/2019-20** containing 1 to 37 pages is hereby approved for **Rs. 73,05,495/-** (Rupees Seventy Three Lakhs Five Thousand Four Hundred Ninety Five only)

Assistant Engineer (E)-P
PWD DHC & ND/Central

Executive Engineer (E)
PWD DHC & ND/Central,
Ground Floor, MSO Bldg.,
Delhi-110002

C =	AE (E)-P,	EE(E), DHC & ND/Central	Page 1
I =			
O =			

**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING FORMING PART OF
BID DOCUMENT AND TO BE POSTED ON WEBSITE
(Short Term Notice inviting tender in open bid)**

The Executive Engineer (E), PWD DHC & ND/Central, Ground Floor, MSO Bldg., New Delhi-110002 invites on behalf of President of India, Online **Percentage rate tenders** from **eligible contractors of composite category of CPWD & those of appropriates list of MES, BSNL, Railway and other state Govt. Department dealing with building and Roads and other experienced non registered contractors, who satisfy the criteria of execution of similar works, Provided they meet Eligibility Criteria, as stipulated in the NIT:- of the following work (s):-**

NIT No.	Tender ID No.	Name of work & location	Estimated cost put to bid	Earnest Money	Period of completion	Last date & time of Submission of bid	Last date and time for submission of bid / original EMD, copy of receipt of deposition of original EMD submitted and other documents as specified in the bid	Time & date of opening of bid
1	2	3	4	5	6	7	8	9
216/EE(E)/PWD/DHC & ND/Central/2019-20	2019_PWD- 1	Up-gradation of Street Lights on various PWD Roads under DHC ND/Central, New Delhi (SH:- Replacement of old HPSV Street Light Fittings with Energy Efficient LED Street Lights, Flood Lights and LED Strips at ISBT Kashmere Gate to Mall Road Chowk and Chandgiram Akhara to I.P. College Red Light).	Rs. 7305495/-	Rs. 146110/-	10 (Ten) Days	07/11/2019 upto 6.15 PM	07/11/2019 upto 6.15 PM	07/11/2019 upto 6.30 PM

- Certificate of GST Registration, Valid Electrical license, Certificate of Work Experience**
(In case of non CPWD registered contractor), Receipt of deposition of original EMD, other documents, as specified in the NIT shall be scanned and uploaded to the e-Tendering website within the period of bid submission.
- Condition for non CPWD registered contractor/bidder
 - Those on the appropriates list of MES, BSNL, Railway and other state Govt. Department dealing with buildings and Roads and other experienced non registered contractors, who satisfy the criteria of execution of similar works, Provided they meet Eligibility Criteria, as given below:-
 - They should submit completion Certificate of having completed similar work in central Govt. Department/State Govt. Department/Central Autonomous Bodies/State Autonomous

C =	AE (E)-P,	EE(E), DHC & ND/Central	Page 2
I =			
O =			

Bodies/Central Public Sector Undertaking/ State Public Sector Undertaking/Reputed Private Sector, During the last Seven years ending previous day of last date of submission of bids.

(a) Three similar work each of value not less than 40% of the estimated cost

OR

(b) Two similar work each of value not less than 60% of the estimated cost

OR

(c) One similar work each of value not less than 80% of the estimated cost

(Similar work shall means: - “ Street light Work) ”

3. The Price bid will be opened of only those tenderers, who are eligible, as per eligible criteria put to this tender.

4. The completion certificates issued by the competent authority not below the rank of Executive Engineer-in-charge of work. The completion certificate must clearly indicate:- (a) The date of completion of work. (b) Nature of work (c) Value of work (d) That the work has been completed satisfactorily (e) Full address of Client officer issuing certificate and location where work is executed.

5. The original Receipt of Treasury Challan/Deposit at Call receipt of a schedule bank/ fixed deposit receipt of a schedule bank/demand draft of a schedule bank against EMD shall be deposited either in the office of the Executive Engineer (E), PWDDHC&ND/Central, New Delhi or sub division/division office of any Assistant/Executive Engineer, PWD/CPWD, Delhi within the period of Bid submission. The EMD receiving Assistant/Executive Engineer shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed (enclosed) uploaded by tender inviting AE/EE in the NIT. Before the date of closing of the bids, copy of Earnest Money, receipt of deposition of original EMD and Registration in Appropriate class in CPWD duly signed by the firms alongwith other required mandatory documents are to be scanned and uploaded in the Technical Bid of the Tender. Failure to furnish the original Receipt of Treasury Challan/ Deposit at Call receipt of a schedule bank/fixed receipt of a schedule bank/fixed deposit receipt of a schedule bank/demand draft of a schedule bank alongwith other papers will entail rejection of bid and black listing

6. Earnest Money can be paid in the form of Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt drawn in favour of **The Executive Engineer (E), PWD EMD M-451, Ground Floor, MSO Bldg., New Delhi**, and shall be scanned and uploaded to the e-tendering website within the period of bid submission. The original EMD should be deposited either in the office of the Executive Engineer (E), PWDDHC&ND/Central, New Delhi or sub-division/division office of any Assistant/Executive Engineer, PWD/CPWD, Delhi within the period of Bid submission. The EMD receiving Assistant/Executive Engineer shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed (enclosed) uploaded by tender inviting AE/EE in the NIT. This receipt shall

C =	AE (E)-P,	EE(E), DHC & ND/Central	Page 3
I =			
O =			

also be uploaded to the e-tendering website by the intending bidder upto the specified bid submission date of time.

7. The tender documents can also be seen on our website <https://govtprocurement.delhi.gov.in/> ID No _____.

Executive Engineer (E),
PWD DHC & ND/CENTRAL
Ground Floor, MSO Bldg,
New Delhi.

C =	AE (E)-P, EE(E), DHC & ND/Central	Page 4
I =		
O =		

List of documents to be scanned & uploaded within the period of the bid submission.

1. Scanned copy of Treasury challan / demand draft / pay order or banker's cheque / deposit at call receipt / FDR against EMD.
2. Copy of registration of enlistment in appropriate category in CPWD and revalidation of Enlistment
3. Copy of experience certificate of similar work for non CPWD contractors
4. Certificate of registration of GST and Acknowledgement of up to date filed return.
5. For GST Registration of other state, undertaking must be uploaded for submission of Delhi GST registration before release of payment.
6. Valid Electrical License.
7. Copy of receipt for deposition of original EMD to Sub division/division office of any Assistant/ Executive Engineer, PWD/CPWD, Delhi. **(The EMD documents shall only be issued from the place in which the office of receiving Sub division/division office is situated).**

Executive Engineer (E)
PWD DHC & ND/Central,
Ground Floor, MSO Bldg.,
Delhi-110002

C =	AE (E)-P,	EE(E), DHC & ND/Central	Page 5
I =			
O =			

INSTRUCTIONS TO CONTRACTOR

Name of Work:- Up-gradation of Street Lights on various PWD Roads under DHC ND/Central, New Delhi (SH:- Replacement of old HPSV Street Light Fittings with Energy Efficient LED Street Lights, Flood Lights and LED Strips at ISBT Kashmere Gate to Mall Road Chowk and Chandgiram Akhara to I.P. College Red Light).

The contractor submitting the tender should read the schedule of quantities, additional conditions, additional specifications, particular specifications and other terms and conditions given in the NIT and drawing. The tenderer should also read the General Conditions of Contract for CPWD **Works 2014** and amended modified up to last date of submission of bids, which is available as Government of India Publications; however provisions included in the tender document shall prevail over the provisions contained in the standard form. The set of drawings and NIT shall be available with the **Executive Engineer (E), PWD DHC & ND/Central, Ground Floor, MSO Bldg., New Delhi-110002..** The contractor should also visit the site of work and acquaint himself with the site conditions before tendering. The following conditions, which already form part of the tender conditions, are specially brought to his notice for compliance while filling the tender. They are requested to comply following instructions.

The successful tenderer shall be required to submit a Performance Guarantee of 5% (Five Percent) of the agreement amount within **03 days** of issue of letter of acceptance. This period can be further extended by Engineer-in-Charge upto a maximum period of **01 day** on the written request of the contractor.

GST etc. as applicable shall be borne by the contractor himself. The contractor shall quote his rates considering all such taxes.

Executive Engineer (E)
PWD DHC & ND/Central,
Ground Floor, MSO Bldg.,
Delhi-110002

C =	AE (E)-P,	EE(E), DHC & ND/Central	Page 6
I =			
O =			

**GOVERNMENT OF NCT OF DELHI
PUBLIC WORKS DEPARTMENT
SHORT TERM NOTICE INVITING TENDER**

1. The Executive Engineer, PWDDHC&ND/Central, New Delhi on behalf of the president of India, invites online **Percentage rate** Tenders through e-procurement portal from approved and **eligible contractors of composite category of CPWD or those of appropriates list of MES, BSNL, Railway and other state Govt. Department dealing with building and Roads and other experienced Non registered contractors, who satisfy the criteria of execution of similar works,** Provided they meet Eligibility Criteria as stipulated in the NIT for the following work:- Up-gradation of Street Lights on various PWD Roads under DHC ND/Central, New Delhi (SH:- Replacement of old HPSV Street Light Fittings with Energy Efficient LED Street Lights, Flood Lights and LED Strips at ISBT Kashmere Gate to Mall Road Chowk and Chandgiram Akhara to I.P. College Red Light).
- 1.1 The work is estimated to Cost **Rs 7305495/-**. This estimate, however, is given merely as a rough guide.
 - 1.1.1 Condition for non CPWD registered contractor/bidder
 - i) Those on the appropriates list of MES, BSNL, Railway and other state Govt. Department dealing with buildings and Roads and other experienced non registered contractors, who satisfy the criteria of execution of similar works, Provided they meet Eligibility Criteria, as given below:-
 - ii) They should submit completion Certificate of having completed similar work in central Govt. Department/State Govt. Department/Central Autonomous Bodies/State Autonomous Bodies/Central Public Sector Undertaking/ State Public Sector Undertaking/Reputed Private Sector, During the last Seven years ending previous day of last date of submission of bids.
 - (a) Three similar work each of value not less than 40% of the estimated cost
OR
 - (b) Two similar work each of value not less than 60% of the estimated cost
OR
 - (c)** One similar work each of value not less than 80% of the estimated cost
- (Similar work shall means: - “ Street light Work) ”**
- 1.3 The completion certificates issued by the competent authority is not below the rank of Executive Engineer in –charge of work. The completion certificate must clearly indicate:- (a) The date of completion of work. (b) Nature of work (c) Value of work (d) That the work has been completed satisfactory (e) Full address of Client officer issuing certificate and location where work is executed.
2. For qualification bid the participating contractors should upload signed copy of following documents through e-procurement portal within period of bid submission:-

C =	AE (E)-P,	EE(E), DHC & ND/Central	Page 7
I =			
O =			

1. Scanned copy of Treasury challan / demand draft / pay order or banker's cheque / deposit at call receipt / FDR against EMD.
 2. Copy of registration of enlistment in appropriate category in CPWD and revalidation of Enlistment
 3. Copy of experience certificate of similar work for non CPWD contractors
 4. Certificate of registration of GST and Acknowledgement of up to date filed return.
 5. For GST Registration of other state, undertaking must be uploaded for submission of Delhi GST registration before release of payment.
 6. Valid Electrical License.
 7. Copy of receipt for deposition of original EMD to Sub division/division office of any Assistant/ Executive Engineer, PWD/CPWD, Delhi. (The EMD documents shall only be issued from the place in which the office of receiving Sub division/division office is situated).
3. Agreement shall be drawn with the successful tenderer on prescribed Form No. CPWD 8, which is available as a Govt. of India Publication. Tenderer shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.
 4. The time allowed for carrying out the work will be **10 (Ten) 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.
 5. The site for the work is available.
 6. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except standard general conditions of contract form can be seen on website www.govt.procurement.delhi.govt.in.
 7. The original Receipt of Treasury Challan/Deposit at Call receipt of a schedule bank/ fixed deposit receipt of a schedule bank/demand draft of a schedule bank against EMD shall be deposited either in the office of the Executive Engineer (E), PWDDHC&ND/Central, New Delhi or sub-division/division office of any Assistant/Executive Engineer, PWD/CPWD Delhi within the period of Bid submission. The EMD receiving Assistant/Executive Engineer shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed (enclosed) uploaded by tender inviting AE/EE in the NIT. Before the date of closing of the bids, copy of Earnest Money, receipt of deposition of original EMD and Registration in Appropriate class in CPWD duly signed by the firms alongwith other required mandatory documents are to be scanned and uploaded in the Technical Bid of the Tender. Failure to furnish the original Receipt of Treasury Challan/ Deposit at Call receipt of a schedule bank/fixed receipt of a schedule bank/fixed deposit receipt of a schedule bank/demand draft of a schedule bank alongwith other papers will entail rejection of bid and black listing
- (i) Earnest Money can be paid in the form of Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt drawn in favour of **The**

C =	AE (E)-P,	EE(E), DHC & ND/Central	Page 8
I =			
O =			

Executive Engineer (E), PWD EMD M-451, Ground Floor MSO Bldg., New Delhi... and shall be scanned and uploaded to the e-tendering website within the period of bid submission. The original EMD should be deposited either in the office of the Executive Engineer (E), PWDDHC&ND/Central, New Delhi or sub-division/division office of any Assistant/Executive Engineer, PWD/CPWD Delhi within the period of Bid submission. The EMD receiving Assistant/Executive Engineer shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed (enclosed) uploaded by tender inviting AE/EE in the NIT. **This receipt shall also be uploaded to the e-tendering website by the intending bidder upto the specified bid submission date of time.**

A part of earnest money is acceptable in the form of Bank Guarantee also. In such case, 50% of earnest money or Rs. 20 lac, whichever is less, will have to be deposited in shape prescribed above, and balance in shape of Bank Guarantee of any Scheduled Bank which is to be scanned and uploaded by the intending bidders.

This receipt shall also be uploaded to the e-tendering website by the intending bidder upto the specified bid submission date and time.

C =	AE (E)-P,	EE(E), DHC & ND/Central	Page 9
I =			
O =			

Receipt of deposition of original EMD (Receipt No. / date)	
Name of Work :-	Up-gradation of Street Lights on various PWD Roads under DHC ND/Central, New Delhi (SH:- Replacement of old HPSV Street Light Fittings with Energy Efficient LED Street Lights, Flood Lights and LED Strips at ISBT Kashmere Gate to Mall Road Chowk and Chandgiram Akhara to I.P. College Red Light).
1. NIT No	/EE(E)/PWD DHC & ND/Central/2019-20
2. Estimated Cost Rs.	7305495/-
3. Amount of Earnest Money Deposit .Rs.	146110/-
4. Last date of submission of bid	07/11/2019
(*To be filled by NIT approving authority at the time of issue of NIT and uploaded alongwith NIT)	
1. Name of contractor	#
2. Form of EMD	#
3. Amount of Earnest Money Deposit	#
4. Date of submission of EMD	#
<p style="text-align: right;">Signature, Name and Designation of EMD Receiving officer (EE/AE(P)/AE/AAO) Alongwith Office stamp (# to be filled by EMD receiving EE)</p>	

Tender I.D. NO. 2019_PWD_ - 1 Mobile no of Bidder :-

8. Tenders will be received through E-tendering by **the Executive Engineer (E), PWDDHC&ND/Central, New Delhi** upto 06.15 PM on **07/11/2019** and will be opened by him or his authorized representative in this office on the same day and on **07/11/2019** at 6.30 PM.
9. The bid submitted shall become invalid, if :-
- The bidder is found ineligible.
 - The bidder does not deposit original EMD with sub-division/division office of the Assistant/Executive Engineer, CPWD/PWD (The EMD document shall only be issued from the place in which the office of receiving Sub-divisional/divisional office is situated).
 - The bidder does not upload all the documents (including GST registration) as stipulated in the bid document including the copy of receipt for deposition of original EMD.
 - If any discrepancy is noticed in the documents, as uploaded at the time of submission of bid.
 - Scanned copies of documents are illegible (not readable).
 - If a tenderer does not quote any percentage above/below on the total amount of the tender of any section/sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
10. The contractor, whose tender is accepted, will be required to furnish performance guarantee of 5% (Five percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at call receipt of any scheduled bank/ Bankers's Cheque of any scheduled bank/ Demand draft of any scheduled

C =	AE (E)-P,	EE(E), DHC & ND/Central	Page 10
I =			
O =			

bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities 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. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.

The Contractor whose bid is accepted will also be required to furnish either copy of applicable license/registrations or proof of applying for obtaining labour license, registration with EPFO, ESIC and BOCW Welfare Board and programme chart (Time and Progress) with the period specified in schedule F).

11. The description of the work as follows: **As per Schedule of work attached.**
Copies of other drawings and documents pertaining to the works will be open for inspection by the tenderers at the office of the above-mentioned officer.

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials tools & plants, water, electricity, access facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

12. The competent authority on behalf of the President of India does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of any reason. All tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate /rebate is put forth by the tenderer, shall be summarily rejected.

The public enterprises who avails benefits of the purchase preference should be subjected to adequate penalties for cost overruns etc.

13. 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.

C =	AE (E)-P,	EE(E), DHC & ND/Central	Page 11
I =			
O =			

14. The competent authority on behalf of the President of India reserves to himself the right to accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted
15. The contractor shall not be permitted to tender for works in the CPWD Circle (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted officer in the Central Public Works Department or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
16. No Engineer of Gazette rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of two years after his retirement from Govt. Service without previous permission of the Govt. 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 Govt. of India as aforesaid before submission of the tender or engagement in the contractor's service.
17. The tender for the work shall remain open for acceptance for a period of Fifteen (15) days from the date of opening of tenders. 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 Govt. shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.
18. The 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 C.P.W.D. Form 8.

Executive Engineer (E),
 PWD DHC & ND/CENTRAL
 Ground Floor, MSO Bldg,
 New Delhi

C =	AE (E)-P,	EE(E), DHC & ND/Central	Page 12
I =			
O =			

GOVERNMENT OF NCT OF DELHI
PUBLIC WORKS DEPARTMENT
(Percentage Rate Tender & Contract for Works)

STATE: DELHI CIRCLE : C&ND
 BRANCH : E & M DIVISION : PWD DHC & ND/Central
 ZONE : CE(E)-M SUB-DIV. : PWD, M-4512

Tender for the work of:- Up-gradation of Street Lights on various PWD Roads under DHC ND/Central, New Delhi (SH:- Replacement of old HPSV Street Light Fittings with Energy Efficient LED Street Lights, Flood Lights and LED Strips at ISBT Kashmere Gate to Mall Road Chowk and Chandgiram Akhara to I.P. College Red Light).

- (i) To be submitted online by **07/11/2019** hours on **6.15 PM** to
Executive Engineer (E),
 PWD DHC & ND/Central, Ground Floor, MSO Bldg., New Delhi-110002
 upload at <https://govtprocurement.delhi.gov.in>.
- (ii) Eligibility Bid to be opened online in presence of bidders who may be present
 at **6.30 PM** on **07/11/2019** in the office of
Executive Engineer (E), PWD DHC & ND/Central, Ground Floor, MSO Bldg., New Delhi-110002

Issued to: Draft NIT

Signature of officer issuing the documents.....

Designation.....

Executive Engineer (E)
 PWD DHC & ND/Central,
 Ground Floor, MSO Bldg.,
 Delhi-110002

Date of Issue.....

C =	AE (E)-P,	EE(E), DHC & ND/Central	Page 13
I =			
O =			

TENDER

I/We have read and examined the notice inviting tender, schedule A, B, C, D, E & F specifications applicable, drawings & designs, general rules and directions, conditions of contract, clauses of contract, special conditions, schedule of rate & other documents and rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in clause 11 of the conditions of contract and with such materials as are provided for, by, and in respect in accordance with, such conditions so far as applicable.

We agree to keep the tender open for **Thirty (30)** days from the date of opening of price bids and not to make any modification in its terms and conditions.

A sum of **Rs. 146110/-** is hereby forwarded in cash / receipt treasury challan / deposit at call receipt of a scheduled bank / fixed deposit receipt of scheduled bank / demand draft of a scheduled bank / bank guarantee issued by a scheduled bank as earnest money. If I/we, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.

, if I/we fail to commence work as specified, I/We agree that President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said performance guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

Further, I/ We agree that in case of forfeiture of earnest money & performance guarantee as aforesaid, I/We shall 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 PWD / CPWD in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the engineer-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, drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated:
Witness

Signature of Contractor
Postal Address

Address:
Occupation

C =	AE (E)-P,	EE(E), DHC & ND/Central	Page 14
I =			
O =			

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 President of India for a sum of Rs.(Rupees.....).

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

- (a)
- (b)
- (c)

For & on behalf of President of India

Signature

Designation

Dated:

C =	AE (E)-P, EE(E), DHC & ND/Central	Page 15
I =		
O =		

PROFORMA OF SCHEDULES

SCHEDULE 'A'

Schedule of quantities (Enclosed.)

As per Schedule of work attached.

Page No. 32-36

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

S.No.	Description Of item	Qty.	Rates in figures & words At which the material will be charged to the contractor	Place of Issue
1	2	3	4	5

--NIL--

SCHEDULE 'C'

Tools and plants to be hired by the contractor.

S. No.	Description	Hire charges per day.	Place of Issue
1	2	3	4
		NIL	

SCHEDULE 'D'

Extra schedules for specific requirements / documents for the work, if any. - NIL

SCHEDULE 'E'

Reference to General Conditions of contract.

Tender for the work of : Up-gradation of Street Lights on various PWD Roads under DHC ND/Central, New Delhi (SH:- Replacement of old HPSV Street Light Fittings with Energy Efficient LED Street Lights, Flood Lights and LED Strips at ISBT Kashmere Gate to Mall Road Chowk and Chandgiram Akhara to I.P. College Red Light).

Estimated cost of work : **Rs. 7305495/-**

Earnest Money : **Rs. 146110/-**

Performance Guarantee : 5% of tendered value

Security Deposit : 2.5% of tendered value

SCHEDULE 'F'

C =	AE (E)-P,	EE(E), DHC & ND/Central	Page 16
I =			
O =			

GENERAL RULES & DIRECTIONS :

Officer inviting tender	:	EE (Elect.) PWD DHC & ND/Central
Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3	:	See clause - 12 below

Definitions:

2 (v) Engineer –in – charge	EE (Elect.) PWD DHC & ND/Central
2 (viii) Accepting Authority	EE (Elect.) PWD DHC & ND/Central
2 (x) Percentage on cost of materials and labour to cover all over heads and profits.	15%
2 (xi) Standard Schedule of Rates.	DSR 2016-E (Internal and External)
2 (xii) Department	PWD, Delhi
9 (ii) Standard CPWD, Contract Form	GCC-2014 CPWD form 8, as modified & amended upto the last date of submissions of bid

Clause 1

- (i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance **03 days**
- (ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above **01 day**

Clause 2

Authority for fixing compensation under clause 2 **SE (C&ND)**

Clause 2 A

Whether Clause 2 A shall be applicable **No**

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start **04 days**

Miles Stone(s) as per table given below:-

C =	AE (E)-P,	EE(E), DHC & ND/Central	Page 17
I =			
O =			

TABLE OF MILE STONES (S)

S. No.	Description of Milestone (Physical)	Time allowed (from date of commencement)	Amount to be with held in case of non achievement of mile stone

Time allowed for execution of work

10 (Ten) Days

Authority to decide:

(i) Extension of time

EE (Elect.) PWD DHC & ND/Central

(ii) Rescheduling of mile stones

SE (C&ND)

(iii) Shifting of date of start in case of delay in handing over of site

SE (C&ND)

Clause 6 or 6 A

Clause applicable – (6 or 6A)

6A

Clause 7

Gross work to be done together with net payment adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment.

Rs. 50,00,000/-

Clause 7A

Whether Clause 7A shall be applicable :

Yes, No running Account bill shall be paid for the work till the applicable labour licenses, registrations with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-charge)

Clause 10A

List of testing equipment to be provided by the contractor at site lab

As per requirement at site and as per direction of Engineer-in-charge

Clause 10 B (ii)

Whether Clause 10 B (ii) shall be applicable

No

Clause 10 C

Component of labour expressed as percent of value of work -

XY=20%

C =	AE (E)-P,	EE(E), DHC & ND/Central	Page 18
I =			
O =			

Clause 10 CA

SI No.	Material covered under this clause	Nearest Materials (other than cement, reinforcement bars, the structural steel and POL) for which All India Wholesale Price Index to be followed:	Based Price and its corresponding period of all the Materials covered under clause 10 CA*
1			
2		NIL	
3			
4			

* Base price and its corresponding period of all the materials covered under clause 10 CA is to be mentioned at the time of approval of NIT. In case of recall of tenders, the base price may be mentioned by adopting latest base price and its corresponding period.

Clause 10 CC

Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column:

12 Months

Schedule of component of other Materials, Labour etc. for price escalation.

Component of civil (except materials covered under clause 10CA) /Electrical construction value of work:-

Xm.....%

Component of Labour-
expressed as percent of total value of work.

Y.....%

Not
Applicable

(Note: Xm% should be equal to (100) – (materials covered under clause 10CA i.e. Cement, Steel, POL and other material specified in clause 10CA + Component of Labour)

Clause 11

Specifications to be followed
for execution of work

CPWD General Specifications for
Electrical Works, Part-I (Internal) -
2013, Part-II (External) 1995, as
amended up to date & as per terms and
conditions attached.

Clause 12:

Type of work: Original Works

12.2 & 12.3	Deviation limit beyond which clauses 12.2 & 12.3 shall apply for the foundation work	30%
12.5	(i) Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except items mentioned in earth work sub head in DSR and related items)	30%

C =	AE (E)-P,	EE(E), DHC & ND/Central	Page 19
I =			
O =			

Clause 16

Competent Authority for
deciding reduced rates.

SE (C&ND)

Clause 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site:-

- i
- ii
- iii



**As per requirement at site and as
per direction of Engineer-in-Charge**

Clause 19

The contractor shall obtain a valid license under the contract labour (R&A) Act, 1970: and the contract labour (Regulation & Abolition) Central Rules, 1971 before the Commencement of the work & continue to have a valid license until the completion of the work. The contractor shall also comply with provisions of the inter-state Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979

Clause 19 L

The E.S.I. & E.P.F. Contribution on the part of employer in respect of this contract shall be paid by the contractor. This contribution on the part of employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis. The applicable & eligible amount of E.P.F. & E.S.I. shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided the same are in order.

Clause 25

Constitution of Dispute Redressal Committee (DRC)

(A) For total claims more than Rs. 25 Lacs.

Chairman	:	Chief Engineer (East-Maint.), PWD
Member	:	Director (Works), O/o E-in-C, PWD
Member	:	One Superintending Engineer (Other than under whose jurisdiction work falls) – to be decided by the Chairman.

(B) For total claims upto Rs. 25 Lacs.

C =	AE (E)-P,	EE(E), DHC & ND/Central	Page 20
I =			
O =			

Chairman : **Director (Works), O/o E-in-C, PWD**
Member : **Ex. Engineer (E), DHC & ND/Central PWD**
Member : **Executive Engineer (To be decided by SE in charge)**

Executive Engineer (E), in charge of the work shall present the case before DRC, but will not have any part in decision making.

Clause 36 (i)

Requirement of Technical Representative(s) and recovery Rate

S. No	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical/ Technical/ Representative)	Minimum Expenditure	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36 (i)	
						Figure	Word
1.	Graduate Engineer	Electrical / Mechanical	Principle Technical Representative	2 years	1	Rs. 15,000/- P.M	Rs. Fifteen thousand only

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.

Diploma holder with minimum 10 year relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.

Clause 42

- (i) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2014 with upto date correction slips issued upto previous day of last date of online submission of bids.
- (ii) Variations permissible on theoretical quantities:
 - a) Cement for works with estimated cost put to tender more than Rs 5 lakh 2% plus/minus
 - b) Bitumen for all works. 2.5% plus only & nil on minus side
 - c) Steel Reinforcement and structural steel sections for each diameter, section and category. 2% plus/minus
 - d) All other materials. Nil

C =	AE (E)-P,	EE(E), DHC & ND/Central	Page 21
I =			
O =			

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

S. No.	Description of item	Rates in figures and works at which recovery shall be made from the Contractor	
		Excess beyond permissible variation	Less use beyond permissible variation
1.			
2.		NIL	
3.			

Assistant Engineer (E)-P
PWD DHC & ND/Central

Executive Engineer (E)
PWD DHC & ND/Central,
Ground Floor, MSO Bldg.,
Delhi-110002

C =	AE (E)-P,	EE(E), DHC & ND/Central	Page 22
I =			
O =			

**TO BE SIGNED BY THE BIDDER AND SAME SIGNATORY COMPETENT/AUTHORIZED TO SIGN
THE RELEVANT CONTRACT OF BEHALF OF CPWD.**

INTEGRITY AGREEMENT

This Integrity Agreement is made at.....on this.....day of.....20.....

BETWEEN

President of India represented through Executive Engineer,....., (Name of Division)
CPWD,.....(Hereinafter referred as the
(Address of Division)
‘Principal/Owner’, which expression shall unless repugnant to the meaning or context hereof include its
successors and permitted assigns)

AND

.....
(Name and Address of the Individual/firm/Company)
Through..... (Hereinafter to as the
(Details of duly authorized signatory)
“Bidder/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its
successors and permitted assigns)

Preamble

WHEREAS the Principal /Owner has floated the Tender (NIT No.....) (hereinafter
referred to as **“Tender/Bid”**) and intends to award, under laid down organizational procedure, contract for
.....
(Name of work)
hereinafter referred to as the **“Contract”**.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules,
regulations’, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and
Contractor (s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity
Agreement (hereinafter referred to as **“Integrity Pact”** or **“Pact”**), the terms and conditions of which shall also
be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, Therefore, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows
and this Pact witness as under:

Article 1: Commitment of the Principal/Owner

- 1) The Principal /Owner commits itself to take all measures necessary to prevent corruption and to observe
the following principles:
 - a) No employee of the Principal/Owner, personally or through any of his/her family members, will in
connection with the Tender, or the execution of the Contract, demand, take a promise for or accept,
for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal/Owner will, during the Tender process treat all bidder(s) with equity and reason. The
Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s)

C =	AE (E)-P, EE(E), DHC & ND/Central	Page 23
I =		
O =		

the same information and will not provide to any Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

- c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards and report to the Government/Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(S)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(S)/Contract(s) will not use improperly, (for the propose of completion or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives of India, if any. Similarly Bidder(s)/Contractor(s) of India Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender on behalf of one manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per Performa enclosed) any and all Payment he has made is committed to or intends to make to agents brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder (s)/Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged**

C =	AE (E)-P,	EE(E), DHC & ND/Central	Page 24
I =			
O =			

documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage t justified interest of other and/or to influence the procurement process to the detriment of the Government interest.

- 5) The Bidder (s)/Contractor (s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any right that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right.

- 1) If the Bidder/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**
- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determine the contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code IPC/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same law enforcing agencies for further investigation.

Article 4: Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken for banning of business dealing/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
- 3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own direction, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

C =	AE (E)-P,	EE(E), DHC & ND/Central	Page 25
I =			
O =			

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub- vendors.

Article 6 Duration of the Pact

This Pact being when both the parties have legally signed it. Expires for the Contractor/Vendor 12 (Twelve) Month after the completion of work under the contract or till continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claims is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, CPWD.

Article 7- Other Provisions

- 1) This pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** of the Principal/Owner, who floated the tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership of a consortium, this pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provision of this Pact turn out to be invalid, the reminder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity agreement/Pact any action take by the Owner/Principal in accordance with this **Integrity Agreement/Pact or interpretation thereof shall not be subject to arbitration.**

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1.
(Signature, name and address)

2.
(Signature, name and address)

Place:

Dated :

C =	AE (E)-P,	EE(E), DHC & ND/Central	Page 26
I =			
O =			

FORM OF EARNEST MONEY (BANK GUARANTEE)

WHEREAS, contractor..... (Name of contractor) (hereinafter called "the contractor") has submitted his tender dated (date) for the construction of (name of work) (hereinafter called "the Tender")

KNOW ALL PEOPLE by these presents that we (name of bank) having our registered office at (hereinafter called "the Bank") are bound unto (Name and division of Assistant Engineer) (hereinafter called "the Engineer-in-Charge") in the sum of Rs..... (Rs. in words) for which payment will and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this day of20... .

THE CONDITIONS of this obligation are:

- 1) If after tender opening the contractor withdraws his tender during the period of validity of tender (including extended validity of tender) specified in the form of tender;
- 2) If the contractor having been notified of the acceptance of his tender by the engineer-in-charge:
 - a) fails or refuses to execute the form of agreement in accordance with the Instructions to contractor, if required; OR
 - b) fails or refuses to furnish the performance guarantee, in accordance with the provisions of tender document and Instructions to contractor, OR
 - c) fails or refuses to start the work, in accordance with the provisions of the contract and Instructions to contractor, OR
 - d) fails or refuses to submit fresh bank guarantee of an equal amount of this bank guarantee, against security deposit after award of contract.

We undertake to pay to the Engineer-in-Charge up to the above amount upon receipt of his first written demand, without the Engineer-in-Charge having to substantiate his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date* after the deadline for submission of tender as such deadline is stated in the instructions to contractor or as it may be extended by the engineer-in-charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

C =	AE (E)-P,	EE(E), DHC & ND/Central	Page 27
I =			
O =			

DATE

SIGNATURE OF THE BANK

WITNESS

SEAL

(SIGNATURE, NAME AND ADDRESS)

*Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.

C =	AE (E)-P, EE(E), DHC & ND/Central	Page 28
I =		
O =		

FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND

1. In consideration of the President of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement. No. _____ dated _____ made between _____ and _____ (Hereinafter called "the said contractor(s)") _____ for the work _____ (hereinafter called "the said agreement") having agreed to production of a irrevocable bank guarantee for Rs. _____ (Rupees _____ only) as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement, we _____ (indicate the name of the bank) (hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs. _____ (Rupees _____ only) on demand by the Government.

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 the Government stating that the amount claimed as 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, the said bank further undertake to pay to the Government 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 performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till engineer-in-charge on behalf of the government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We _____ (indicate the name of the bank) further agree with the Government that The Government 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 agreement or to extend time of performance 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 the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to

C =	AE (E)-P,	EE(E), DHC & ND/Central	Page 29
I =			
O =			

the said contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or 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 the Government in writing.
8. This guarantee shall be valid upto _____ unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rs. _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the _____ day of _____ for
 _____ (indicate the name of bank).

AFFIDAVIT

I / We have submitted a bank guarantee for the work _____

(Name of work)

Agreement No. _____ dated _____ from _____ to _____

(Name of the Bank with full address) _____

the Assistant Engineer _____

(Name of Division) with a view to seek exemption from payment of security deposit in cash. This bank

guarantee expires on _____ I / We undertake to keep the validity of the bank guarantee intact

by getting it extended from time to time at my / our own initiative upto a period of _____

months after the recorded date of completion of the work or as directed by the engineer-in-charge.

I / We also indemnify the Government against any losses arising out of non – encashment of the bank guarantee if any.

Note :- The affidavit is to be given by the executants before a first class Magistrate

C =	AE (E)-P,	EE(E), DHC & ND/Central	Page 31
I =			
O =			

Schedule Of Work

Name of work :- Up-gradation of Street Lights on various PWD Roads under DHC ND/Central, New Delhi (SH:- Replacement of old HPSV Street Light Fittings with Energy Efficient LED Street Lights, Flood Lights and LED Strips at ISBT Kashmere Gate to Mall Road Chowk and Chandgiram Akhara to I.P. College Red Light).

S.No.	Description of Item	Qty		Rate	Unit	Amount
1	<p>Supplying, installation, testing & commissioning of energy efficient 200 Watts LED street light luminaries complete with accessories and suitable size clamp, nut bolt on the existing street light pole with help of tower wagon including connection with 1.5 sq mm FRLS PVC insulated copper conductor single core cable complete etc. The LED luminaries should confirm to the following technical specifications :-</p> <p>a. High natural white power LED of Nichia/Osram/Cree/Philips with LM 80 test report.</p> <p>b. Life span of LED's used should be greater then 50,000 hours output.</p> <p>c. Colour rendering index(CRI)>80%</p> <p>d. Colour temperature of luminaries shall be 4000°K</p> <p>e. LM -79 test report of fittings</p> <p>f. Power factor>0.95</p> <p>g. System Efficiency > 120 lumen/watt</p> <p>h. Operating voltage 140 Volts to 270 Volts</p> <p>i. Total Harmonic distortion <10%</p> <p>j. LED drive current 350 MA to 1000 MA</p> <p>k. LED drive efficiency>85%</p> <p>l. Housing :- Pressure Aluminum die Cast(thermal and impact resistance = IK-07</p> <p>m. Ingress Protection - IP : 66</p> <p>n. Safety :- As per IEC 60598/IS 10322</p> <p>o. Front cover :- It should be equipped with distortion free, clear heat resistant toughened, UV stablized glass / poly carbonate cover in the front.</p> <p>p. Driver specifications :- 140-270 Volts universal Electronic driver with internal surge protection of minimum 5 KV</p> <p>q. Operating temperature :- 10°C to + 50°C</p> <p>r. Optics:- PMMA lens for uniform distribution</p>	450	Nos	14949.00	Each	6727050.00
2	Supplying, installation, testing & commissioning of energy efficient LED flood light luminaries of system wattages 200 watt complete with mounting brackets and accessories on the existing lantern of High Mast with help of tower wagon including connections complete as required. The LED luminaries should confirm the following technical specifications:-					

C =	AE (E)-P,	EE(E), DHC & ND/Central	Page 32
I =			
O =			

	a) Type of LED: High power LEDs Nichia / Osram / Cree / Philips b) driver efficiency >85% c) System Efficacy >120lm/w d) color Index(CRI) Ra>70 e) Color Temperature (CCT) Cool white:4000°K f) Input Voltage. 140-270V AC g) Frequency Range 50-60Hz h) Power Factor(PF) > 0.90 i) Surge protection = 5.0KV j) Total Harmonic Distortion(THD)< 10% k) Working Environment 0°C to 50°C;10%-90%RH l) Working lifetime: >50000hrs m) IP Rating :- IP66 n) Housing and finish:-epoxy powder coated die cast aluminum housing with elegantly designed heat sink for efficient thermal management and to excellent corrosion resistant, cable gland P49 is provided at cable entry cover & high quality toughened glass.	30	Nos	14616.00	Each	438480.00
3	Supplying, installation, testing & commissioning of good quality LED flexible strip light showing tri colour (National Flag) of suitable length each for fixing on the existing 10 to 12 meters height street light pole (above 2 meters of ground level and upto 8 meter height of pole) complete with suitable electronic driver of IP-65 protection with the help of suitable PVC tie/clips including connection, testing etc. complete etc as required for fifteen days alongwith less credit for old dismantled material under buy back arrangement.	215	Jobs	651.00	Job	139965.00
	Total Rs.					7305495.00

Assistant Engineer (E)P
PWD DHC & ND/CENTRAL
Ground Floor, MSO Bldg
New Delhi.

Executive Engineer (E),
PWD DHC & ND/CENTRAL
Ground Floor, MSO Bldg,
New Delhi.

C =	AE (E)-P,	EE(E), DHC & ND/Central	Page 33
I =			
O =			

TERMS AND CONDITIONS FOR Street Light WORKS

Name of Work:- Up-gradation of Street Lights on various PWD Roads under DHC ND/Central, New Delhi (SH:- Replacement of old HPSV Street Light Fittings with Energy Efficient LED Street Lights, Flood Lights and LED Strips at ISBT Kashmere Gate to Mall Road Chowk and Chandgiram Akhara to I.P. College Red Light).

1. The work shall be carried out in accordance with the CPWD general specifications for electrical works Part-I (Internal 2005) & Part-II (External of 1995) as amended upto date. All installations shall comply with the requirement of Indian Electricity rules 1956, as amended upto date.
2. The contractor should be capable of deploying labour and material simultaneously, as per the requirement.
3. All the materials to be used on the work shall be got approved from the Engineer-in-charge or his authorized representative before start of the work. The rejected material shall have to be replaced by the contractor at his own cost and the same should be removed from the site immediately.
4. All the debris due to electrical work shall have to be removed immediately by the electrical contractor, as soon as the same occurs for which nothing extra shall be paid.
5. The work shall be treated as completed when all the defects are removed to the entire satisfaction of Engineer in charge. Department will take over the installation only after work is completed and responsibility of contractor for security of the same will continue till then.
6. All repair works shall be neatly carried out to match with original finish and all damage done during execution of electrical work shall be responsibility of the electrical contractor and the same will have to be made good immediately by him to the entire satisfaction of Engineer in charge and nothing extra shall be paid on this account.
7. The contractor is bound to sign the site order book, as and when required by the Engineer in charge and carryout the instructions recorded therein.
8. Before quoting their rates, the tenderer should visit the site, so as to acquaint themselves of the site conditions.
9. All hidden work shall be carried out in presence of Engineer in charge or his representatives.
10. The power connections/earth connections to main switches/DB's etc shall be done with proper thimbles for which nothing extra shall be paid on this account.
11. The standard copper conductor wire/aluminum UG cable shall be terminated in main switch DB's duly crimped with thimbles/lugs for which nothing extra shall be paid.

C =	AE (E)-P,	EE(E), DHC & ND/Central	Page 34
I =			
O =			

12. Nothing extra shall be paid on account of idle labour & inter connection etc.
13. The work shall be carried out in close co-ordination with other agencies like civil wing of this department.
14. Bad workman ship is liable to be rejected.
15. The contractor shall make his own arrangement for storing the materials and watch and ward at his own cost as also for the installation till the completion and handing over.
16. The contractor shall make his own arrangement at his own cost for all general and electrical tools and plants required for the work.
17. The wiring, cable and conduit routes shall be marked first at site and got approved from the Engineer-in-Charge before the commencement of the actual work.
18. The work shall ordinarily be carried out according to the drawings supplied, as applicable with the schedule of work at the time of award of work, subject to any change made by the Engineer-in-Charge as applicable in new construction works.
19. All the earth continuity conductor shall be connected to metal board/box/panel by means of suitable lugs. No extra payment will be made for loop circuit except the earth wire used alongwith circuit wiring etc.
20. Proper temporary electric connections shall have to be provided for maintaining electrical supply to the building during the progress of work without any extra cost with no hindrance to civil progress of work.
21. The tender with any condition including conditional rebates shall be rejected.
22. The contractor is also advised to get familiar with the nature of work, before quoting the rates to assess the location and quantum of work.
23. The dismantled material (as specified in Item No. 3 of SOQ) shall be taken away by the contractor, for which necessary credit has been made in the SOQ and other dismantled material (not specified in Item No. 1 & 2 of SOQ) shall be deposited at JE(E) Store for which nothing extra shall be paid towards cartage charges.
24. The intending tenderer will provide warranty of 5 Years for LED luminaries(as per manufacturer standard practice) for satisfactory working after completion of work, as per manufacturer standard practice.

C =	AE (E)-P,	EE(E), DHC & ND/Central	Page 35
I =			
O =			

25. Terms of Payment:-

The following percentage of contract rates shall be payable against the stages of work shown therein:

Sr. no.	Stage of work	LED Street/flood light Luminaries
i)	After initial inspection (wherever specified) and delivery at site in good condition on pro-rata basis	70%
ii)	On completion of pro-rata installation	20%
iii)	On testing, commissioning and handing over	10%

26. The Department reserve the right to get the LED luminaries tested from NABL accredited LAB.
27. The contractor shall offer the inspection of LED luminaries at manufacturer's work, if required by Engineer-in-charge.
28. **This work is very urgent nature of work and has to be completed within ten days positively.**
29. **The security deposit shall be refunded to the contractor @ 20% per annum in five installments after completion of defect liability period and warranty/guaranty period of 5 Years.**

Assistant Engineer (E)P
PWD DHC & ND/CENTRAL
Ground Floor, MSO Bldg
New Delhi.

Executive Engineer (E),
PWD DHC & ND/CENTRAL
Ground Floor, MSO Bldg,
New Delhi.

C =	AE (E)-P,	EE(E), DHC & ND/Central	Page 36
I =			
O =			

LIST OF ACCEPTABLE MAKES

Name of work : Up-gradation of Street Lights on various PWD Roads under DHC ND/Central, New Delhi (SH:- Replacement of old HPSV Street Light Fittings with Energy Efficient LED Street Lights, Flood Lights and LED Strips at ISBT Kashmere Gate to Mall Road Chowk and Chandgiram Akhara to I.P. College Red Light).

1	Energy efficient LED street/flood light luminaries	Trilux/Philips/Lighting Technology/Osram/Halonix/Havells
2	LED flexible strip light	As per approval of Engineer in charge

- Note :-**
1. The contractor should got the model no and sample of the above mentioned items approved from the Engineer in charge before dispatch of material.
 2. The makes of other accessories which are not mentioned shall be, as per manufacturer/OEM standard practice or As per approval of Engineer in charge.

Assistant Engineer (E)P
PWD DHC & ND/CENTRAL
Ground Floor, MSO Bldg
New Delhi.

Executive Engineer (E),
PWD DHC & ND/CENTRAL
Ground Floor, MSO Bldg,
New Delhi.

C =	AE (E)-P, EE(E), DHC & ND/Central	Page 37
I =		
O =		