

PUBLIC WORKS DEPARTMENT
INDEX

Name of Work: **Maint. & Elect. Consumption charges of street lighting on PWD Roads under NWED, Delhi. (SH: Hiring and Operating tractor mounted PTO pump set under North West Electrical Division, PWD, Delhi).**

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NOTICE INVITING TENDER

Name of work:- Maint. & Elect. Consumption charges of street lighting on PWD Roads under NWED, Delhi. (SH: Hiring and Operating tractor mounted PTO pump set under North West Electrical Division, PWD, Delhi).

NIT No. :- 09/EE(E)/NWED/PWD/2026-27

Estimated Cost :- Rs. 82,74,420/-

Earnest Money :- Rs. 1,65,488/-

Security Deposit :- ₹ 2.5% of Tender Value

Performance Guarantee:- 5% of Tendered value & imposition of EPG is applicable
Enhanced performance guarantee
(1) If quoted value is ≥ 0.75 times of ECPT then EPG= 0
(2) If quoted value is < 0.75 times of ECPT then EPG = $0.75 \times \text{ECPT} - \text{quoted value}$.

Time allowed :- 03 (Three) Months

This NIT approved for Rs. 82,74,420/- (Rs. Eighty Two Lakh Seventy Four Thousand Four Hundred and Twenty Only).

Certified that the NIT contains Page No. 01 to 56

Assistant Engineer (E)-P
North West, Elect. Divn. PWD

Executive Engineer (E)
North West, Elect. Divn., PWD
ISBT, Kashmere Gate,
Delhi-110006

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**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING
FORMING PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE**

The Executive Engineer (E), North West, Elect. Div., PWD, ISBT, Kashmere Gate, Delhi-110006, Telephone:- 23863892, E-Mail:- eepwddelhim353@gmail.com on behalf of President of India invites online percentage rate tender in **single bid system** with two covers i.e. Eligibility Criteria followed by financial bid from **approved and eligible CPWD enlisted contractors of appropriate class & category and those of appropriate list of MES, BSNL, Railways and other state Govt. Departments dealing with buildings and roads and other experience contractors** for the following work:-

S. No.	NIT No.	Name of work & location	Estimated cost	Earnest Money	Stipulated Period of Completion of work (in months)	Last date & time of online submission of bid, Original EMD, copy of receipt for deposition of original EMD & another document as specified in the NIT	Time & date of opening of bid
1	2	3	4	5	6	7	8
1	09/EE(E)/NWED/PWD/2026-27	Maint. & Elect. Consumption charges of street lighting on PWD Roads under NWED, Delhi. (SH: Hiring and Operating tractor mounted PTO pump set under North West Electrical Division, PWD, Delhi).	Rs. 82,74,420/-	Rs. 1,65,488/-	03 (Three) Months	29.05.2026 Up to 3:00 P.M. on	29.05.2026 Upto 3:30 P.M. on

* To be filled in by EE,

The enlistment of the contractor should be valid on the last date of submission of the tender. In case only last date of submission is extended, the enlistment of contractor should be valid on the original date of submission of tender.

Contractors who fulfilled the following requirement shall be eligible to apply. Joint ventures are not accepted.

1. Eligibility Criteria :-

- (i) **Criteria of eligibility for CPWD as well as non-CPWD contractors & experience contractors:-**

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- A. The contractor shall have the following work experience criteria of completed works in last seven years ending previous day of last date of submission of tenders:

Three similar works each of value not less than 40% of ECPT

or

Two similar works each of value not less than 60% of ECPT

or

one similar work of value not less than 80% of ECPT

The value of executed work shall be brought to current costing level by enhancing the actual value of work at simple rate of seven percent per annual calculated from the date of completion to the last date of submission of bids.

Similar work means: - "Providing services of Rotary Lobe pump with Tractor".

- B. Additional Criteria for Non-CPWD contractors & experience contractors mentioned in as given below: -**

- i. Average Annual Financial turnover should be at least 30% of the estimated cost during the immediate last three financial year ending 31st March, 2025 (to be submitted as per Form-A from last 5 years) (Scanned copy of Certificate from CA to be uploaded).
- ii. Profit /loss statement showing that the firm has not incurred any loss in more than two year during the last seven years ending 31st March, 2025.
- iii. Bankers Certificate or Net worth Certificate: Bankers Certificate of the amount equal to 40% of the Estimated Cost put to tender (ECPT) (should not be older more than one year from the last date of submission of bid) As per **Form B** (Scanned copy of original to be uploaded).

OR

Net worth certificate of minimum 10% the estimated cost put to tender issued by certified Chartered Accountant-As per **Form B-1**.

2. Applicant has to deposit Earnest Money of **Rs. 1,65,488/-** in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (for balance amount as prescribed) from any of the Commercial Bank. (drawn in favour of **Executive Engineer (E), PWD EMD M-353, Delhi**) along with tender document.
3. But the bid can only be submitted after **depositing of original EMD either in the office of Executive Engineer inviting tender or division office of any Executive Engineer, PWD within the period of tenders submission and uploading the mandatory scanned documents such as Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (for balance amount as prescribed) from any of the Commercial Bank towards EMD in favour of Executive Engineer as mentioned in NIT, receipt for deposition of original EMD to division office of any Executive Engineer (including NIT issuing EE/AE), PWD** and other documents as specified.
4. The contractor submitting the tender should read the schedule of quantities, additional conditions, additional specifications, particular specifications, CPWD- 6 and other terms and conditions given in the NIT and drawings. The bidder should also read the General Conditions of Contract for CPWD Works 2023 (Maintenance Works) and along with up-to-date correction slips or latest edition as applicable with all

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amendments/ modifications upto 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 **in the office of Executive Engineer (E), North West, Elect. Div., PWD, ISBT, Kashmere Gate, Delhi-110006**. The contractor should also visit the site of work and acquaint himself with the site conditions before tendering. He should only submit his tender if he considers himself eligible and he is in possession of all the required documents. The following conditions, which already form part of the tender conditions, are specially brought to his notice for compliance while submitting the tender online. They are requested to comply following instructions.

- (a) Tenders with any condition including that of conditional rebates shall be rejected forthwith.
- (b) Up to date GST, Labour-cess etc. as applicable shall be borne by the contractor himself. The contractor shall quote his rates considering all such taxes and hence their quoted rates should be inclusive of all the tax components.
- (c) It will be obligatory on part of the Contractor/ Bidder to tender for and sign the tender documents for all the component parts. The department reserves right to accept tender in full or in part without assigning any reasons.
- (d) The successful bidder shall be required to submit a **Performance Guarantee (PG) of 5% (Five Percent)** of the tendered amount within 7 days of issue of letter of intent. This period can be further extended by Engineer-in-Charge up to a maximum period of 3 days on the written request of the contractor and with late fee as defined in Schedule F.
- (e) Enhanced Performance Guarantee (EPG) in case of abnormally low bids: A bid shall be treated as abnormally low if the quoted bid price is more than 25% below the estimated cost put to tender (ECPT). In cases of abnormally low bids, the bidder shall be required to submit an Enhanced Performance Guarantee in addition to the standard Performance Guarantee (PG) as per the following structure:

Percentage Below ECPT	Additional Enhanced Performance Guarantee to be submitted
25% or below	Amount equivalent to the difference between the 25% less amount of ECPT and quoted rate

NOTE: - The EPG shall be in the same format of standard PG.

5. The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
6. Information and Instructions for bidders posted on web site shall form bid document.
7. The bid documents consisting of plans, specifications, the schedule of quantities of various types of works to be done and the set of terms and conditions of the contract to be complied with the contractor whose bid may be accepted and other necessary documents can be seen **in the office of Executive Engineer (E), North West, Elect. Div., PWD, ISBT, Kashmere Gate, Delhi-110006** between office hours every day except on Sunday and public holidays or can be seen on website **<https://govtprocurement.delhi.gov.in>**
8. 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

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to be complied with and other necessary documents can be seen and downloaded from website <https://govtprocurement.delhi.gov.in> free of cost.

9. The intending bidder must have valid class-III digital signature to submit the tender. On opening date, the contractor can login and see the tender opening process. After opening of tenders, he will receive the competitor's tender sheets.
10. Contractor can upload documents in the form of JPG format and/or PDF format.
11. Certain modifications may be required. Addendum / Corrigendum shall be uploaded by the Engineer-in-Charge, if felt necessary by him, which shall form part of tender document.
12. The bidders are advised to visit the site before submitting his bid to have more clarity about the site conditions and availability of space for execution of the work.
13. Integrity pact of the tender document shall be signed between Engineer-in-Charge and the successful bidder after acceptance of the tender.
14. After submission of the bid the Bidder can re-submit revised bid any number of times but before last time and date of submission of bid as notified. The bidder can submit revised bid only online on tendering website. The intending bidders are not allowed to modified / revised bid by physical document or physical communication whatsoever.
15. While submitting the revised bid, Bidder can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
16. The department reserves the right to reject any prospective application without assigning any reason thereof and to restrict the list of qualified bidders to any number deemed suitable by it, if too many bids are received satisfying the minimum laid down criteria.
17. This work requires engaging more than 20 nos. of labours /workers and therefore all necessary licenses such as Labour license, EPFO and ESI, BOCW welfare registration etc., shall be taken by contractor within the time limits as prescribed under Clause 1 of Schedule- 'F'.
18. The documents to be physically submitted shall be page numbered and each page shall be signed by authorized signatory.
19. Contractor shall not divert any advance payments or part thereof for any other purpose other than needed for completion of the contracted work. All advance payments received as per terms of the contract (i.e., mobilization, secured against materials brought at site, secured against plant & machinery and/or for work done during interim stages, etc.) are required to be re-invested in the contracted work to ensure advance availability of resources in terms of materials, labour, plant & machinery needed for required pace of progress for timely completion of work.
20. All efforts will be made to make the running account bills payment within 15 days of submission of the bill in correct shape and form. However, due to any reason if the running account bills payment could not be made, the contractor cannot claim any interest on the amount claimed in the running bills and hindrance on account to delay in payment.
21. The safety and security of the completed buildings is the responsibility of the contractor till they are handed over to the client department. After completion of the work, the taking over process may take time and the responsibility of the buildings including all fixtures and fittings is the complete responsibility of the contractor and nothing extra shall be payable on this account.

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22. The contractor has to make his own arrangements for labour camp outside the site at his own cost.
23. In case of reduction in scope of work no claim on account of reduction in value of work, loss of expected profit, consequential over heads etc. shall be entertained.
24. GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the contractor and PWD will not entertain any claim whatsoever in respect of the same.
25. The bidder should have sufficient number of Technical and Administrative employees for the proper execution of the contract. The bidder shall have to submit a list of these employees stating clearly how these would be involved in this work with in 15 days award of work.
26. If any information furnished by the applicant is found to be incorrect at a later stage, he shall be liable to be debarred from tendering/taking up of works in PWD. The department reserves the right to verify the particulars furnished by the applicant independently.
27. The bidder should not have been barred/black listed by the Central/State Government, or any entity controlled by it, from participating in any tender, and the bar subsists as on the Bid Due Date, such bidder would not be eligible to submit the BID.
28. The tenderer (s) shall associate with himself, specialized agencies of the appropriate eligibility to components of specialized nature of items/ work of major component listed below individually. Such works shall be got executed only through associated agencies specialized in these fields. If the tenderer(s) himself fulfills the eligibility criteria laid down for associated specialized agencies, and he wants to execute work himself then he will have to satisfy Engineer-in-Charge that he himself had carried out such specialized similar work of required magnitude during last 7 years directly without subletting and take written approval before commencing with the work. The tenderer(s) whose tender is accepted shall indicate the name(s) of his associated specialized agencies those fulfilling the eligibility criteria laid down below as early as possible and within 15 days of award of work for the approval of the Engineer-in-charge whose decision shall be final and binding.
29. The successful bidder shall have to associate the specialized agencies / firms for carrying out each specialized sub heads separately. Eligibility criteria for each of specialized Sub Head are as mentioned in NIT.
30. The bidder should be financially sound and should not have applied or undergoing Corporate Debt Restructuring (CDR) and/or undergoing insolvency resolution proceedings as per the Insolvency and Bankruptcy code, 2016 on the last date of submission of bid. The firm to submit an undertaking as specified in **Annexure-“F”** by way of affidavit to this effect along with relevant documents.
31. The bidder should not have been blacklisted/debarred from any Government, Semi Government organizations e.g. CPWD, PWD, Railway authority etc. and Municipal Corporations. In case Firms debarment/blacklisting is still valid, he shall not be permitted for participation of bid i.e. their debarment/ blacklisting period is over on the last date of receipt of bid.
32. The contractors shall have to submit an affidavit that he has not been debarred/blacklisted to participate in a tender by any PSUs/ Semi Govt./Govt. organization as on date.
33. The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.

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34. This information and instructions for bidder(s) posted on website shall form part of bid document.
35. Bidders are advised to keep visiting the above-mentioned website from time to time (till the deadline for bid submission) for any updates in respect of the tender documents, if any. Failure to do so shall not absolve the applicant of his liabilities to submit the applications complete in all respect including updates thereof, if any. An incomplete application may be liable for rejection.
36. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the PWD Delhi website.
37. On opening date, the contractor can login and see the bid opening process. Bidders shall be required to submit the bids in two envelopes.

Envelope-1:- Documents related to eligibility criteria / Technical Bid.

Envelope-2:- Financial bid.

Envelope 1:-

The Eligibility Bid shall be opened first. Eligibility related documents shall be evaluated and parties qualified/disqualified by the competent authority.

Envelope 2:-

Financial bid of qualified bidders shall then be opened at notified time, date and place in the presence of bidders or their representatives. The time and date of opening of financial bid shall be communicated to the qualified bidders at a later date.

38. Contractor can upload documents in the form of JPG format and PDF format.
39. **Contractor must ensure to quote percentage rate on complete estimated cost of work in figures and words.**

In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0" (Zero).

Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).

However, if a bidder does not quote any percentage above/below on the total amount of the tender or any section/sub-head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest bidder.

40. The bidders are advised to inspect and examine the site & its surroundings and satisfy themselves before submitting their tender. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent upon any misunderstanding or otherwise shall be allowed.

The quoted rate shall be inclusive of all taxes, Royalty, Octroi, GST etc. payable. No reimbursement shall be made for taxes paid like GST etc. It is mandatory to fill details/upload scanned copies of all the documents as stipulated in the bid document. If such document is not uploaded his bid will become invalid and processing fee shall not be refunded.

41. If the contractor is found ineligible after opening of bids, his bid shall become invalid.
42. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.
43. After submission of the bid the agency can re-submit revised bid any number of times but before last time and date of submission of bid as notified.

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44. Affidavit as per provision for Confirming similar work done by the contractor themselves (except specialized work) and not executed by back to back subletting by another firm.
45. **The bid submitted shall become invalid if:**
- (i) The bidder is found ineligible after opening of bid.
 - (ii) The bidder does not deposit and upload original EMD with Division office of any Executive Engineer (including NIT issuing EE/AE), CPWD or PWD Delhi (The EMD document shall only be issued from the place in which the office of receiving division is situated.)
 - (iii) The bidder does not upload deposit copy of receipt for deposition of original EMD.
 - (iv) The bidder does not upload all the documents (including GST registration or declaration) as stipulated in the bid document.
 - (v) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of tender opening authority.
 - (vi) If a bidder quotes nil rates against each item in item rate tender or does not quote any percentage above / below on the total amount of the tender or any section / sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest bidder.
 - (vii) It is mandatory to fill details/upload scanned copies of all the documents as stipulated in the bid document. If such document is not uploaded his bid will become invalid and processing fee shall not be refunded.
 - (viii) In case EMD submitted/uploaded by the bidder is not in proper form, the bidder will be responsible for rejection of bid even if receipt of same has been issued by any receiving division office.
46. The bid of only those contractors will be opened who's all the documents mentioned in the NIT are uploaded. Further details can be seen at:
<https://govtprocurement.delhi.gov.in>

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List of Documents to be scanned and uploaded within the period of bid submission:

- a) Earnest money in the form of Insurance Surety Bonds. Accounts Payee Demand Draft or banker's Cheque or Fixed Deposit Receipt (FDR), or Bank Guarantee including e-Bank Guarantee (for balance amount as prescribed) from any of the Commercial Bank Drawn in favor **Executive Engineer (E), PWD EMD M-353, Delhi** 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 Executive Engineer inviting bids of division office or any Executive Engineer, CPWD/PWD within the period of bid submission. The EMD receiving Executive Engineer (including NIT issuing EE/AE) shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format (enclosed as **Annexure-A**) uploaded by the tender inviting EE in the NIT (**Required for both CPWD & Non-CPWD Contractors**).
- b) Copy of receipt for deposition of original EMD issued from division office of any Executive Engineer, CPWD/PWD Delhi. (**Required for both CPWD & Non-CPWD Contractors**).
- c) Valid contractor's registration/enlistment order (**for enlisted CPWD contractors only**)
- d) GST Registration Certificate of the State in which the work is to be taken up, if already obtained by the bidder.
If the bidder has not obtained GST registration in the State in which the work is to be taken up, or as required by GST authorities then in such a case the bidder shall scan and upload following under taking along with other bid documents.
"If work is awarded to me, I/we shall obtain GST registration Certificate of the State, in which work is to be taken up, within one month from the date of receipt of award letter or before release of any payment by CPWD/PWD whichever is earlier, failing which I/We shall be responsible for any delay in payments which will be due towards me/us on a/c of the work executed and/or for any action taken by CPWD/PWD or GST department in this regard.(Required for both CPWD & Non-CPWD Contractors).
- e) Completion Certificate of work experience issues **not below the rank of Executive Engineer for other experience contractor as Form "D"**. (**Required for CPWD & Non-CPWD Contractors**).
- f) Financial information for last five years as **Form "A"** (**Required Non-CPWD Contractors only**). (Scanned copy of Certificate from CA to be uploaded).
- g) Banker's certificate as **Form "B"** or Net worth certificate as **Form "B1"** (**Required for Non-CPWD Contractors only**).
- h) Undertaking by contractor on his letter head in the following format: (**Required for both CPWD & Non-CPWD Contractors**).
"I/We Declare that, I/We have not been Debarred/Blacklisted by Central Government/State Government."
- i) Undertaking in the form of Affidavit on a judicial stamp paper of Rs. 100/- (Attested by Notary Public) as specified in **Annexure-'F' corporate debt restructuring or insolvency (Required for CPWD & Non-CPWD Contractors)**.
- j) PAN as issued by the income tax department (**Required for both CPWD & Non-CPWD Contractors**).

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- k) Acknowledgement of latest due return filed in GST Department. **(Required for both CPWD & Non-CPWD Contractors).**
- l) **Integrity Pact signed by the bidder** in the presence of two witnesses **(Required for both CPWD & Non-CPWD Contractors).**
- m) Affidavit regarding similar work on a stamp paper of Rs. 10/- duly attested by Notary Public
 “I/We undertake and confirm that eligible similar works(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 bidding in 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.”(Scanned copy to be uploaded at the time of submission of bid). **(Required for CPWD & Non-CPWD Contractors)**
- n) The bidders are requested to upload their current correspondence address, phone number & e-mail id for proper correspondence during execution of agreement. **(Required for both CPWD & Non-CPWD Contractors).**
- o) Signed copy of Letter of Transmittal as per NIT **(For CPWD & Non-CPWD Contractor)**
- p) Copy of valid electrical license **or an undertaking that he will associate the electrical contractor having valid electrical License.** **(For CPWD & Non-CPWD Contractor).**
- q) Copy of schedule of Quantity of final bill of similar work. **(Required for CPWD & non-CPWD Contractor only).**

NOTE : All document issued by Chartered Accountants after 01/04/2024 must have UDIN (Unique Document Identification Number (Required for non-CPWD Contractor)).

Assistant Engineer (E)-P
North West, Elect. Divn. PWD

Executive Engineer (E)
North West, Elect. Divn., PWD
ISBT, Kashmere Gate,
Delhi-110006

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RECEIPT OF DEPOSITION OF ORIGINAL EMD

(Receipt No.#..... / Date#.....)

1. **Name of Work:- Maint. & Elect. Consumption charges of street lighting on PWD Roads under NWED, Delhi. (SH: Hiring and Operating tractor mounted PTO pump set under North West Electrical Division, PWD, Delhi)**
2. **NIT No.: 09/EE(E)/NWED/PWD/2026-27.**
3. **ESTIMATED COST:- Rs. 82,74,420/-**
4. **Earnest Money Deposit:- Rs.1,65,488/-**
5. **Last date & Time of submission of Bid: 29.05.2026 at 03:00 P.M.***

Name of Contractor:#

1. **Form of EMD**#

2. **Amount of Earnest Money Deposit**#

3. **Date of submission of EMD**#

.....#
*Signature, Name and Designation of EMD
 receiving officer (EE/AE(P)/AE/AAO) alongwith Officer stamp*

* To be filled by EE inviting tender.

To be filled by EMD receiving EE/AE

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INTEGRITY PACT

To,

**The Executive Engineer (E),
North West, Elect. Div., PWD,
ISBT, Kashmere Gate,
Delhi-110006**

Sub: Submission of Tender for the work of: **Maint. & Elect. Consumption charges of street lighting on PWD Roads under NWED, Delhi. (SH: Hiring and Operating tractor mounted PTO pump set under North West Electrical Division, PWD, Delhi).**

Dear Sir,

I/We acknowledge that Delhi PWD is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed Integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by Delhi PWD. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, Delhi PWD shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

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

INTEGRITY AGREEMENT

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

BETWEEN

President of India represented through **Executive Engineer (E), North West, Elect. Div., PWD, ISBT, Kashmere Gate, Delhi-110006** (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
(Details of duly authorized signatory)

the Individual/ firm/ Company)through..... (Hereinafter referred to as the “**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./EE(E)/NWED/PWD/2026-27** (hereinafter referred to as “**Tender/Bid**”) and intends to award, under laid down organizational procedure, contract for: **Maint. & Elect. Consumption charges of street lighting on PWD Roads under NWED, Delhi. (SH: Hiring and Operating tractor mounted PTO pump set under North West Electrical Division, PWD, Delhi).**

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 witnesses 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.

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- (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) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- (c) The Principal / Owner shall endeavor 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 of the principles herein mentioned or if there be a substantive 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) commit 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 in 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)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and 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 in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian 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 but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another 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 proforma enclosed) any and all payments he has made, is committed to or intends to

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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 mis-representation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
- 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 rights 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(s)/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 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/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of, 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 to law enforcing agencies for further investigation.

Article 4: Previous 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 anti-corruption 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.

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- 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 dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/ Owner may, at its own discretion, revoke the exclusion prematurely.

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

- 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 Subcontractors/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

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

If any claim 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 has 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 or 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 provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 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 taken 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

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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:

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INTEGRITY PACT

To,

.....,

Sub: **NIT No.**/EE(E)/NWED/PWD/2026-27 for the work:- **Maint. & Elect. Consumption charges of street lighting on PWD Roads under NWED, Delhi. (SH: Hiring and Operating tractor mounted PTO pump set under North West Electrical Division, PWD, Delhi).**

Dear Sir,

It is here by declared that Delhi PWD is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the PWD.

Yours faithfully

Executive Engineer (E),
 North West, Elect. Div., PWD,
 ISBT, Kashmere Gate,
 Delhi-110006

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**GOVERNMENT OF INDIA
PUBLICWORKSDEPARTMENT GNCTD
NOTICE INVITING e-TENDER**

CPWD-6 for e-Tendering

The **Executive Engineer (E), North West, Elect. Div., PWD, ISBT, Kashmere Gate, Delhi-110006**, Telephone:- 23863892, E-Mail:- eepwddelhim353@gmail.com on behalf of President of India invites online percentage rate tender in **single bid system** with two covers i.e. Eligibility Criteria followed by financial bid from approved and eligible CPWD enlisted contractors of appropriate class & category and those of appropriate list of MES, BSNL, Railways and other state Govt. Departments dealing with buildings and roads and other experience contractors for the following work :

Name of Work : Maint. & Elect. Consumption charges of street lighting on PWD Roads under NWED, Delhi. (SH: Hiring and Operating tractor mounted PTO pump set under North West Electrical Division, PWD, Delhi)

Estimated cost of the work is **Rs. 82,74,420/-**. This estimate however, is given merely as a rough guide.

1. Eligibility Criteria :-

(i) **Criteria of eligibility for CPWD as well as non-CPWD contractors & experience contractors: -**

(ii) The contractor shall have the following work experience criteria of completed works in last seven years ending previous day of last date of submission of tenders:

Three similar works each of value not less than 40% of ECPT

or

Two similar works each of value not less than 60% of ECPT

or

one similar work of value not less than 80% of ECPT

The value of executed work shall be brought to current costing level by enhancing the actual value of work at simple rate of seven percent per annual calculated from the date of completion to the last date of submission of bids.

Similar work means: - “Providing services of Rotary Lobe pump with Tractor”.

B. Additional Criteria for Non-CPWD contractors & experience contractors mentioned in as given below: -

- i. Average Annual Financial turnover should be at least 30% of the estimated cost during the immediate last three financial year ending 31st March, 2025 (to be submitted as per Form-A from last 5 years) (Scanned copy of Certificate from CA to be uploaded).
- ii. Profit /loss statement showing that the firm has not incurred any loss in more than two years during the last seven years ending 31st March, 2025.
- iii. Bankers Certificate or Net worth Certificate: Bankers Certificate of the amount equal to 40% of the Estimated Cost put to tender (ECPT) (should not be older more than one year from the last date of submission of bid) As per **Form B** (Scanned copy of original to be uploaded).

OR

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Net worth certificate of minimum 10% the estimated cost put to tender issued by certified Chartered Accountant-As per Form B-1.

2. Applicant has to deposit Earnest Money of **Rs. 1,65,488/-** in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (for balance amount as prescribed) from any of the Commercial Bank. (drawn in favour of **Executive Engineer (E), PWD EMD M-353, Delhi**) along with tender document.
3. But the bid can only be submitted after **depositing of original EMD either in the office of Executive Engineer inviting tender or division office of any Executive Engineer, PWD within the period of tenders submission and uploading the mandatory scanned documents such as Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (for balance amount as prescribed) from any of the Commercial Bank towards EMD in favour of Executive Engineer as mentioned in NIT, receipt for deposition of original EMD to division office of any Executive Engineer (including NIT issuing EE/AE), PWD** and other documents as specified.
4. Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD 7(or other Standard Form as mentioned) which is available as a Govt. of India Publication. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
5. The time allowed for carrying out the work will **be 03 (Three) Months** 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 bid documents.
6. The site for the work is available.
7. The tenderer (s) shall associate with himself, specialized agencies of the appropriate eligibility to components of specialized nature of items/ work of major component listed below individually. Such works shall be got executed only through associated agencies specialized in these fields. If the tenderer(s) himself fulfills the eligibility criteria laid down for associated specialized agencies, and he wants to execute work himself then he will have to satisfy Engineer-in-Charge that he himself had carried out such specialized similar work of required magnitude during last 7 years directly without subletting and take written approval before commencing with the work.
8. The contractor, whose tender is accepted, has to submit the willingness and the work experience, in the form of completion certificate, of the executed works by the associate agencies those fulfilling the eligibility criteria in Annexure "E" or Consent letter (Annexure "G") as per the NIT conditions within 04 Days of issue of the letter of acceptance, which shall be verified and approved by the department, if found in order. Afterwards MOU with the associate agencies shall be submitted by the contractor alongwith the PG. If the contractor fails to submit the same with the department in time, A recovery of Rs. 2,000/- per day per specialized E&M component and it shall be made from Ist RA bill / or shall be deposited by the contractor alongwith PG and award letter shall be issued afterwards. In case of delay of more than 10 days, the bid of the lowest tenderer shall be cancelled, EMD submitted by him shall be forfeited and appropriate action shall be taken as per the prevailing CPWD Norms.
9. 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

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Conditions of Contract-2023 along with correction slip, which can be seen at PWD e-tender website (<https://govtprocurement.delhi.gov.in>) free of cost.

10. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
11. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
12. Copy of Enlistment Order and/ other documents as specified in the tender form shall be scanned and uploaded to the e-tendering website within the period of bid submission. However, originals of all the scanned and uploaded documents as specified in press notice shall have to be submitted by the lowest bidder within a week of opening of financial bid physically in the office of tender opening authority. Online bid documents submitted by intending bidders shall be opened only of those bidders, whose EMD and other documents scanned and uploaded are found in order.
13. The bid submitted shall become invalid if:
 - (i) The bidder is found ineligible.
 - (ii) The bidder does not submit EMD
 - (iii) The bidder does not upload scanned copies of all the documents stipulated in the bid document.
 - (iv) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of tender opening authority.
 - (v) If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above / below on the total amount of the tender or any section / sub head in percentage rate tender, the tender shall be treated as in valid and will not be considered as lowest tenderer.
14. The successful bidder shall be required to submit a Performance Guarantee (PG) of 5% (Five Percent) of the tendered amount within 7 days of issue of letter of intent. This period can be further extended by Engineer-in-Charge up to a maximum period of 3 days on the written request of the contractor and with late fee as defined in Schedule F.
15. Enhanced Performance Guarantee (EPG) in case of abnormally low bids : A bid shall be treated as abnormally low if the quoted bid price is more than 25% below the estimated cost put to tender (ECPT). In cases of abnormally low bids, the bidder shall be required to submit an Enhanced Performance Guarantee in addition to the standard Performance Guarantee (PG) as per the following structure :

Percentage Below ECPT	Additional Enhanced Performance Guarantee to be submitted
25% or below	Amount equivalent to the difference between the 25% less amount of ECPT and quoted rate

NOTE:- The EPG shall be in the same format of standard PG.

16. The Performance guarantee & Enhanced Performance 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/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed

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Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.

17. 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.
18. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare board including Provident Fund Code No. if applicable and also ensure the compliance of aforesaid provisions by the sub-contractor if any engaged by the contractor for the said work and Programme Chart (Time and progress) within the period specified in Schedule F.
19. The description of the works as follows: -

Maint. & Elect. Consumption charges of street lighting on PWD Roads under NWED, Delhi. (SH: Hiring and Operating tractor mounted PTO pump set under North West Electrical Division, PWD, Delhi).

Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the site, the means of access to the site, the accommodation they may require and obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid.

20. Bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at their 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 a bid by bidders 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.
21. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
22. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable rejection.
23. In case of Non submission of Hard copies within stipulated time by the lowest bidder and or any discrepancy is noticed between the documents as uploaded at the time of submission of the bid online and hard copies as submitted physically in the office of Executive Engineer, then the bid submitted shall become invalid and the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit the EMD. Further the tenderer shall not be allowed to participate in the retendering process of the work.

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24. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
25. GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same. However, component of GST at time of supply of service (as provided in CGST Act 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extension if any.
26. The contractor shall not be permitted to bid for works in the PWD Circle (Division in case of contractors of Horticulture/Nursery category) responsible for award and execution of contracts, in which his near relative is posted as a 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 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.
27. 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 one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
28. The bid for the works shall remain open for acceptance for a period of 30(Thirty) days from the date of opening of eligibility criteria / Technical Bid further: -
- 28.1 If any bidder withdraws his tenders or makes any modifications in the terms and conditions of the tender which is not acceptable to the department within 7days after opening of tender (excluding the date of opening of tender),

OR

If, after award of work, bidders fail to sign the contractor to submit performance guarantee before the deadline defined in the tender documents, then EMD of the bidder will be forfeited and he will not be allowed to participate in the re-tender of this work.

29. This notice inviting Bid shall form a part of the contract document. The successful bidders/contractor, on acceptance of his bid 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 Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - b) Standard C.P.W.D. Form 7 or other Standard C.P.W.D. Form as mentioned.
30. On opening date, the contractor can login and see the bid opening process. Bidders shall be required to submit the bids in two envelopes.

Envelope-1:- Documents related to eligibility criteria / Technical Bid.

Envelope-2:- Financial bid.

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Envelope 1:-

The Eligibility Bid shall be opened first. Eligibility related documents shall be evaluated and parties qualified/disqualified by the competent authority.

Envelope 2:-

Financial bid of qualified bidders shall then be opened at notified time, date and place in the presence of bidders or their representatives. The time and date of opening of financial bid shall be communicated to the qualified bidders at a later date.

31. For Composite Bids

- 31.1 The Executive Engineer in charge of the major component will call bids for the composite work.
- 31.2 The eligible bidders shall quote rates for all items of major component as well as for all item so minor components of work.
- 31.3 After acceptance of the bid by competent authority, the EE in charge of major component of the work shall issue letter of award on behalf of the President of India. After the work is awarded, the main contractor will have to enter into one agreement with EE in charge of major component and has also to sign two or more copies of agreement depending upon number of EE's/DDH in charge of minor components. One such signed set of agreement shall be handed over to EE/DDH in charge of minor component. EE of major component will operate part A, part B of the agreement. EE/DDH in charge of minor component(s) shall operate Part C along with Part A of the agreement.
- 31.4 Entire work under the scope of composite bid including major and all minor components shall be executed under one agreement.
- 31.5 Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works.
- 31.6 Running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor components shall be made by the Engineer-in-charge of the discipline of minor component directly to the main contractor.
- 31.7 The composite work shall be treated as complete when all the components of the work are complete. The completion certificate of the composite work shall be recorded by Engineer-in-Charge of major component after record of completion certificate of all other components.
- 31.8 Final bill of whole work shall be finalized and paid by the EE of major component. Engineer(s) in charge of minor component(s) will prepare and pass the final bill for their component of work and pass on the same to the EE of major component for including in the final bill for composite contract.
- 31.9 It will be obligatory on the part of bidder to sign the contract document for all components before the first payment is released.
- 31.10 In case of reduction in scope of work no claim on account to reduction in value of work, loss of expected profit, consequential over heads etc. shall be certain.

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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, Delhi 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 cancel the agreement and to forfeit the entire amount of 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 there from 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: #.....

Signature of Contractor #

Witness: #

Postal Address #

Address: #

Occupation: #

To be filled in by the contractor

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ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for an 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*

Dated:*

Designation

.....*

***To be filled in by the Engineer-in-charge**

C = NIL	AE (E)-P, North West Elect. Div
I = NIL	
O = NIL	

SPECIAL CONDITIONS FOR ASSOCIATION OF SPECIALIZED AGENCIES

- The main contractor shall have to meet eligibility criteria or associate other specialized agency(s) (Joint ventures are not accepted) for execution of each of these specialized work(s), who fulfills the eligibility criteria as defined below, within 15 days of issue of letter of intent and also after taking prior approval from the Engineer-in-charge.

ELIGIBILITY CRITERIA FOR SPECIALIZED E&M WORKS

A. For Operation and Maintenance Works:-

Sl. No.	Component of Works	Estimated Cost Rs.	Eligibility
1	Providing services of Rotary Lobe pump with Tractor	82,74,420/-	a) Three similar works each of value not less than 40% of the estimated cost. <p align="center">Or</p> b) Two similar works each of value not less than 60% of the estimated cost. <p align="center">Or</p> c) One similar work of value not less than 80% of the estimated cost. Similar nature works means works of "Providing services of Rotary Lobe pump with Tractor"

[The similar work should be executed during the last 7 years ending previous day of last date of submission of bid.]

[The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to last date of receipt of application for tender.]

- The comprehensive maintenance of following specialized services as listed below, which have to be maintained by OEM / Authorized Service Agents only. The successful bidder should make associate and enter into MOU with OEM / Authorized Service Agents for execution of same & get approved from Engineer-in-Charge.

Specialized work	Eligibility criteria
Providing services of Rotary Lobe pump with Tractor	-NIL-

- In case works are executed in Private Sector, then TDS Certificate for Income Tax for the works executed are also required to be submitted along with detail of works (Applicable for both main & associate firm). Completion Certificate shall be issued by the officer not below the rank of Executive Engineer/Project Manager (Applicable for both main & associate firm).
- However, the main contractor shall also be eligible to carry out himself any or all of the above specialized works without associating any specialized agency provided they fulfill the prescribed eligibility criteria for each of the above specialized work(s).
- The contractor, whose tender is accepted, has to submit the willingness and the work experience, in the form of completion certificate, of the executed works by the associate agencies those fulfilling the eligibility criteria in Annexure "E" or Consent letter (Annexure "G") as per the NIT conditions within 04 Days of issue of the letter of acceptance, which shall be verified and approved by the department, if found in order. Afterwards MOU with the associate agencies shall be submitted by the contractor alongwith the PG and award letter shall be issued afterwards. If the contractor fails to submit the same with the department in

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time, A recovery of Rs. 2,000/- per day per specialized E&M component and it shall be made from Ist RA bill / or shall be deposited by the contractor alongwith PG. In case of delay of more than 10 days, the bid of the lowest tenderer shall be cancelled, EMD submitted by him shall be forfeited and appropriate action shall be taken as per the prevailing CPWD Norms.

5. The main contractor shall have to submit credential such as self-attested copies of Certificates of Work Experience/Completion issued by client department clearly indicating 1. Name of work 2. Scope of Work 3. Agreement No. 4. Estimated Cost 5. Tendered Cost 6. Final Value of Work Done 7. Date of Start 8. Stipulated date of Completion 9. Actual date of completion 10. Nature of the Work/Rating of Transformers & D.G. sets etc. (In case some of above said details are not mentioned in the Completion certificate), self-attested copy of valid Electrical contractor license, GST registration of the proposed associated specialized agencies for verification (if required) and for approval of the department as per eligibility requirement. As per given timeline as above. Main contractor shall also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board of proposed associated specialized agencies along with above documents.
6. Consent letter of such selected associated specialized agencies for association shall also be enclosed in the prescribed format as per **Annexure “G”** along with documents mentioned at Sl. No: 05.
7. After approval of associated specialized agencies by Engineer-in-charge, the main contractor will submit MOU signed with the associated specialized agency as per **“Annexure – D”** in shape of affidavit on stamp paper duly attested by notary in original within 04 Days after issue of approval letter (for associate specialized agency). The MOU shall be signed by both the parties“ i.e. main contractor as 1st party and associated specialized Agency as 2nd party, independently for all specialized work(s).
8. All technical discussions during currency of the contract, shall be attended by the associated specialized agencies and the main contractor. Commercial/Technical submissions for the specialized work(s) shall be signed and submitted by the associate specialized agencies along with the main contractor.
9. The associated specialized agencies and the main contractor shall attend the site during inspection of the work by the Engineer-in-Charge or higher authority.
10. The main contractor shall be entirely responsible and answerable for all the works done by his associated specialized agency regarding their quality, adherence to the laid down specification, terms and conditions, warranty/guarantee etc. as per the agreement and he shall be liable to bear any compensation that may be levied by the department under any of the clauses of the agreement.
11. In the event of the concerned Associated specialized Agency not performing satisfactorily or failure to complete the specialized works(s), the main contractor on written directions of the Engineer-in-charge, shall remove the Associated specialized Agency deployed on the work and shall submit name of new associated specialized Agency as per eligibility criteria mentioned in the NIT to execute the left over specialized work(s) without any loss of time after completion of all formalities mentioned as above in Sl. No. 1, 5&6.
Also, if main contractor wants to change the associated specialized agency during the currency of the contract, he shall submit name of new associated specialized Agency as per eligibility criteria mentioned in the NIT to execute the left-over specialized work(s) after completion of all formalities mentioned as above in Sl. No. 1, 5&6.
12. The main contractor shall be responsible and liable for proper and complete execution of the all works including specialized work(s) and ensure coordination and completion of all associated specialized works.

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13. Running payment for the work shall be made to the main contractor. In case main contractor fails to make the payment to the associated specialized agency(s) by him within 15 days of receipt of each running account payment then on the written complaint of any associated specialized agency(s) for such work, Engineer-in-Charge shall serve the show cause to main contractor and after considering the reply of the same he may make the payment directly to the concerned associated specialized agency(s) for the work as per the terms & conditions of the agreement/M.O.U. drawn between main contractor and associated specialized agency(s) fixed by him, if reply of main contractor either not received or found unsatisfactory. Such payment made to the associated specialized agency(s) shall be recovered by Engineer-in-Charge from the next RA/final bill due to main contractor as the case may be.

** To be filled in By EE

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**INFORMATION REGARDING ELIGIBILITY
LETTER OF TRANSMITTAL**

To

**The Executive Engineer (E),
North West, Elect. Div., PWD,
ISBT, Kashmere Gate,
Delhi-110006**

Sub: Submission of bids for the work of **Maint. & Elect. Consumption charges of street lighting on PWD Roads under NWED, Delhi. (SH: Hiring and Operating tractor mounted PTO pump set under North West Electrical Division, PWD, Delhi).**

Sir,

Having examined the details given in press notice and bid document for the above work, I/we hereby submit the relevant information.

1. I/we hereby certify that all the statement made and information supplied in the enclosed forms A to F and accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we submit the requisite certified solvency certificate and authorize The Executive Engineer (E), North West, Elect. Div., PWD, ISBT, Kashmere Gate, Delhi-110006 to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorize The Executive Engineer (E), North West, Elect. Div., PWD, ISBT, Kashmere Gate, Delhi-110006 to approach individuals, employers, firms and corporation to verify our competence and general reputation.
4. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible similar works:

Name of Work	Certificate from
.....

I/we hereby submit undertaking on structural stability and soundness as per prescribed format form 'F'.

Certificate:

It is certified that the information given in the enclosed eligibility bid are correct. It is also certified that i/we shall be liable to be debarred, disqualified/cancellation of enlistment in case any information furnished by me/us found to be incorrect.

Enclosures:

Seal of bidder

Date of submission:

Signature(s) of Bidder(s)

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FINANCIAL INFORMATION**I. Financial Analysis –**

- (a) Details to be furnished duly supported by figures in balances sheet / profit & loss account for the last seven years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).
- (b) The information supplied shall be the annual turnover on construction work of the bidder in term of the amount billed to client for each year for work in progress or completed.

Financial Year	2020-21	2021-22	2022-23	2023-24	2024-25
Gross Annual turnover on Construction/Maintenance works					
Profit / Loss					

II. Financial arrangements for carrying out the proposed work.

III. Bankers Certificate in Form "B" or Net worth Certificate from Bankers of the bidder in the prescribed Form "B-1".

* Amount to be filled in all columns Loss to be shown in with (-) sign

Signature of Bidder(s).

Signature of Chartered Accountant with Seal with UDI Number.

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FORM 'B'**FORM OF BANKERS' SOLVENCY CERTIFICATE FROM A COMMERCIAL BANK**

This is to certify that to the best of our knowledge and information that M/s./Shri.....having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of Rs.....(Rupees.....).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)
For the bank

- NOTE:(1) Bankers certificate should be on letter head of the Bank sealed in cover addressed to **Executive Engineer (E), North West, Elect. Div., PWD, ISBT, Kashmere Gate, Delhi-110006** tendering authority.
- (2) In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

FORM "B-I"

**FORM FOR CERTIFICATE OF NET WORTH FROM CHARTERED
ACCOUNTANT**

"It is to certify that as per the audited balance sheet and profit & loss account during the financial year....., the Net Worth of M/s(Name & Registered Address of individual/firm/company), as on(the relevant date) is Rs.....after considering all liabilities. It is further certified that the Net Worth of the company has not eroded by more than 30% in the last three years ending on (the relevant date). Unique Document Identification Number (UDIN)....."

Signature of Chartered Accountant

.....

Name of Chartered Accountant

.....

Membership No. of ICAI

Date and Seal

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FORM 'C'

**DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED DURING
THE LAST SEVEN YEARS ENDING PREVIOUS DAY OF LAST DAY OF
SUBMISSION OF TENDERS**

S. No.	Name of work / project and location	Owner or sponsoring organization	Cost of work in crores of rupees	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation /arbitration cases pending/in progress with details	Name and address / telephone number of officer to whom reference may be made	Whether the work was done on back to back basis Yes/No
1	2	3	4	5	6	7	8	9	10

* Indicate gross amount claimed and amount awarded by the Arbitrator Tribunal.

SIGNATURE OF BIDDER(S)

FORM 'C'-1**PROJECTS/WORKS UNDER EXECUTION**

S. No.	Name of work / project and location	Owner or sponsoring organization	Cost of work in crores of rupees	Date of commencement as per contract	Stipulated date of completion	Upto date percentage progress of work	Slow progress if any and reasons thereof	Name and address/telephone number of office to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

SIGNATURE OF BIDDER(S)

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**DETAIL OF WORKS IN SUPPORT OF HAVING SUCCESSFULLY COMPLETED
WITH THE ELEGIBLE WORK OF SIMILAR NATURE AT DEFIND AT PARA-1
PAGE-5 PROPOSED TO BE USED IN THE WORK**

S. No.	Name of work /project and location	Owner or sponsoring organization	Contract value in crore of rupees	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Type of structural system Technology used	Litigation /arbitration cases pending/ in progress with details*	Name and address/telephone number of officer to whom reference may be made	Whether the work was done on back to back basis (yes/no)
1	2	3	4	5	6	7	8	9	10	11
(Signature of Bidder(s))										

* Indicate gross amount claimed and amount awarded by the Arbitrator Tribunal.

FORM 'C-3'

**Calculation of bidding capacity
Details of existing commitments and ongoing works**

S. No.	Name of work / project and location	Owner or sponsoring organization	Contract value in crore of rupees	Date of commencement as per contract	Stipulated date of completion	Upto date percentage progress of work	Remaining work in percentage (100-column 7)	Existing commitment Column 4 x Column 8/100	Name and address/telephone number of officer to whom reference may be made	Remark
1	2	3	4	5	6	7	8	9	10	11
NOT APPLICABLE										

Total (B) =

Maximum turnover in last seven years _____ = Rs.....

Updated value of turnover (A) _____ = Rs.....

No. of years (N) _____ =

Bidding Capacity = $\{[AxNx1.5] B\}$ _____ =

Certificate:

I certify that all the awarded and ongoing works have been included in the above list.

SIGNATURE OF BIDDER(S)

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PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM "C"

1. Name of Work/Project & Location
2. Agreement No.
3. Estimated Cost
4. Tendered Cost
5. Value of Actual work done
6. Date of Start
7. Date of Completion
 - (i) Stipulated Date of Completion
 - (ii) Actual Date of Completion
8. Amount of Compensation levied for delayed completion, if any.
9. Amount of Reduced Rates Items, if any.

Dated :**Executive Engineer or Equivalent
Address & Phone No. :**

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**PROFORMA OF SCHEDULES
(Proforma for E&M Work)**

SCHEDULE 'A'

Schedule of quantities

: Attached (Page no. 57)

SCHEDULE 'B':

Schedule of materials to be issued to the contractor

S. No.	Description of item	Quantity	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 issued to the contractor

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

SCHEDULE 'D'

Extra schedule for specific requirement/documents for the work, if any NIL

SCHEDULE 'E': Schedule of component of other materials, labour, POL etc., for price escalation.

Reference to General Conditions of contract:

General Conditions of Contract for CPWD Works **GCC-2023** for **Maintenance Works amended** as amended/modified up to last date of Submission of bid.

Name of work :

Maint. & Elect. Consumption charges of street lighting on PWD Roads under NWED, Delhi. (SH: Hiring and Operating tractor mounted PTO pump set under North West Electrical Division, PWD, Delhi).

- (i) Estimated cost of work :
(ii) Earnest Money :
(iii) Performance Guarantee :
(iv) Enhanced performance Guarantee:

Rs. 82,74,420/-
Rs. 1,65,488/-
5% (Five percent) of tendered Value.
Amount equivalent to the difference between the 25% less amount of ECPT and quoted rate in case of abnormally low bid (bid if the quoted bid price is more than 25% below the estimated cost put to tender).

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(iv) Security Deposit : 2.5% (Two-point Five percent) of tendered Value.

SCHEDULE 'F'

General Rules & Directions

(i)	Officer inviting tender:	Executive Engineer (E), North West, Elect. Div., PWD ISBT, Kashmere Gate, Delhi-110006
(ii)	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	No Limit

Definition

(i)	Engineer-in-charge	Executive Engineer (E), North West, Elect. Div., PWD ISBT, Kashmere Gate, Delhi-110006
(ii)	Accepting Authority	Executive Engineer (E), North West, Elect. Div., PWD ISBT, Kashmere Gate, Delhi-110006
(iii)	Percentage on cost of materials and labour to cover all overhead and profits	15%
(iv)	Standard Schedule of Rates	CPWD- Delhi Schedule of Rates (E&M) 2025 and Market Rates
(v)	Department	Public Works Department, Govt. of NCT of Delhi.
(vi)	Standard CPWD contract Form	CPWD Form-7 and CPWD Contract form GCC-2023 for Maintenance Works amended upto last date of receipt of tender

Clause 1

(i)	Time allowed for submission of Performance Guarantee, program chart (Time and Progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance	7 days
(ii)	Maximum allowance extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above	5 days

Clause 2

(i)	Authority for fixing compensation under clause 2	Superintending Engineer, North West Maintenance Circle, PWD, Punjabi Bagh Delhi
-----	--	--

Clause 5

(i)	Number of days from the date of issue of letter of acceptance for reckoning date of start	12 (Twelve) days or date of handing over of site whichever is later.
-----	---	---

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TABLE OF MILESTONES

S. No.	Description of Milestone (Physical)	Time Allowed in days (from date of start)	Amount to be with - held in case of non-achievement of milestone.
NOT APPLICABLE			

Time allowed for execution of work:-

03 (Three) Months.

Authority to decide		
(i)	Extension of time	Executive Engineer (E), North West, Elect. Div., PWD ISBT, Kashmere Gate, Delhi-110006
(ii)	Rescheduling of mile stones	Superintending Engineer, North West Maintenance Circle, PWD, Punjabi Bagh Delhi
(iii)	Shifting of date of start in case of delay in handing over of site.	Superintending Engineer, North West Maintenance Circle, PWD, Punjabi Bagh Delhi

Clause 5.1

Part	Portion of site	Description	Time period for handing over reckoned from date of issue of letter of intent.
Part A	Portion without any hindrance	100% site available	Not Applicable
Part B	Portion with encumbrances	100% site available	Not Applicable
Part C	Portion dependent on work of other agencies	100% site available	Not Applicable

Clause 5.2

(i)	Recording hindrance	Online Mode/Physical Mode
-----	---------------------	----------------------------------

Clause 5.4

(i)	Schedule rate of recovery for delay in submission of modified program	Rs.2500/ per week subjected to maximum Rs.1,00,000/-
(ii)	The form of application by the contractor for seeking rescheduling of milestones or seeking extension of time	As per GCC

Clause 6

:

Applicable

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.	Quartey or as decided by Engineer-in-Charge
--	--

Clause 7 A

No Running Account Bill shall be paid for the work till the applicable licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to Engineer-in-charge.

Applicable

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Clause 8A	
Authority to decide compensation on account if contractor fails to submit completion plans	NA

Clause 10A

List of testing equipment to be provided by the contractor at site lab: As Per NIT conditions

**CLAUSE 10B (i)
(Secured Advance)**

Whether clause 10-B(i) shall be applicable	Not applicable
--	----------------

**CLAUSE 10B (ii)
(Mobilization advance)**

Whether clause 10-B(ii) shall be applicable	Not applicable
---	----------------

CLAUSE 10C

Component of labour expressed as percentage of value of work	100%
--	------

Clause 10CA**Not Applicable****CLAUSE 10 (CC):****Not Applicable**

Clause 10CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column	Labour Component = Material Component =
--	--

Clause 11

Specifications to be followed for execution of work:	CPWD General Specifications for Electrical Works Part-I-Internal-2023, Part-II-External-2023, Part-III- Lift & Escalators-2003, Part-IV-Sub Station -2013, Part-IV- Wet Riser and sprinkler system-2020, Part-VI-Fire Detection and Alarm System-2018, Part-VII-D.G.Sts-2013,Part-VIII- Gas Based Fire Extinguishing system-2013, HVAC 2017 & as amended upto date and additional conditions specifications
--	--

Clause 12:	
Type of work:	Maintenance Work
Clause 12: Completion cost of work not to exceed by 1.10 times of tendered amount.	The completion cost shall not exceed 1.10 times of tendered cost.
12.2 & 12.3 Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work	As per OM for Maintenance works issued vide No. Pr.CE(M&F)/E-In-
12.5 (i) Deviation limit beyond which clauses 12.2 & 12.3 shall apply for superstructures work & foundation work (except item mentioned in earthwork sub head in DSR and related items)	C/PWD/7111/dspwd2/53-56, dated 10.01.2024- CD057744891 and No.F.dspwd-2/773-778 dated 25.06.2024 in place of Clause -12

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(ii)	Deviation Limit for items in earth work subhead of DSR or related items.	of GCC of 2023 maintenance works or as per amendments. For Individual Item No Limit
------	--	---

Clause 16

(i)	Competent Authority for deciding reduced rates.	1. Upto 5% of tendered cost- Superintending Engineer, North West Maintenance Circle, PWD, Punjabi Bagh Delhi
-----	---	---

Clause 17

Contractor liable for damages, defects during defect liability period: Defect liability period shall be Twelve (12) months after date of SITC of Item.

Clause 18

List of testing equipment to be provided by the contractor at site : As per requirement of work and direction of Engineer-in-charge

Clause 19:	AS per GCC-2023 amended upto dated.
Clause 19C:	Engineer-in-charge authority to decide penalty for each default i.e. Rs. 2000/-
Clause 19D:	Engineer-in-charge authority to decide penalty for each default i.e. Rs. 1000/-
Clause 19G:	Engineer-in-charge authority to decide penalty for each default i.e. Rs. 200/- per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender.
Clause 19K:	Engineer-in-charge authority to decide penalty for each default i.e. Rs. 2000/-

Clause 25:For all claims & disputes

(Any disputes arising between the parties to this agreement/contract shall be subject to the exclusive jurisdiction of Courts in Delhi only. **(Reference letter No. F.10(31)/2023/PWD-I/Court Matters/4309-17 dt. 21.04.2025)**

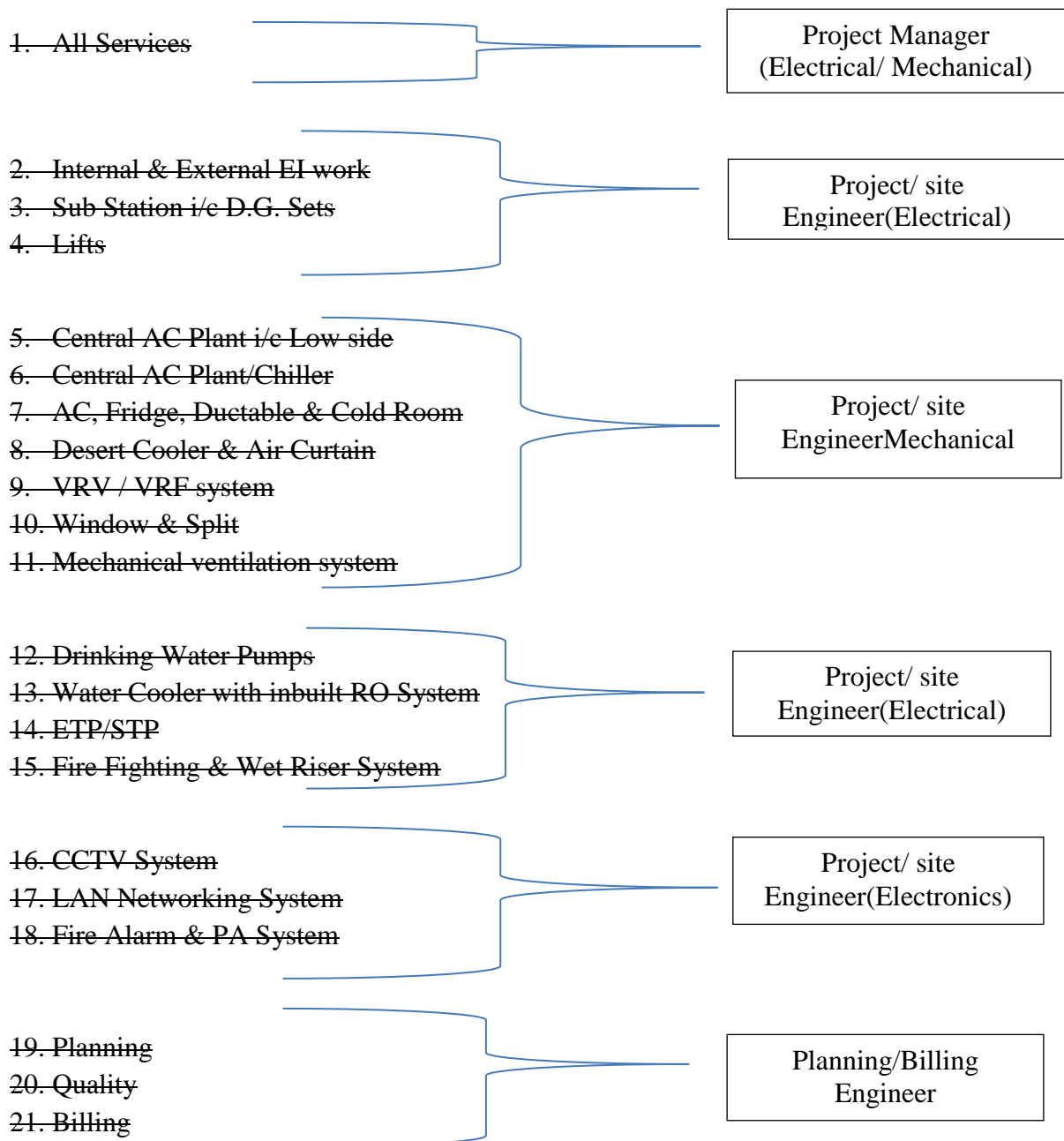
Clause 32**Requirement of Technical Representative(s) and recovery Rate**

S. No.	Requirement of Technical staff		Minimum Experience	Designation of Technical staff	Rate at which recovery shall be made from the contractor in the event of not fulfilling
	Qualification	Number of Technical Staff			
	Not Applicable				

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

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- iii. ~~The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form 16 or CPF deduction issued to the Engineers employed by him) shall produce evidence, if at any time so required, by the Engineer in-charge.~~
- iv. ~~Duties and responsibilities of above mentioned from Sl. No. 01 to 04 along with their duties also performed following actions:—~~
- ~~a. Project Manager will be looking after the whole E&M Services and responsibilities of functioning of such services solely lies with him only under above work & reporting to be done to concerned E-in-Charge as and when desired.~~
 - ~~b. And the rest of technical staffs shall be looking after the entire O&M services as stated below (division of services is indicated below) apart from their regular role and responsibilities and he/she will be regularly report to concerned field official of PWD.~~



~~Compendium of Duties of Technical Staff~~

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The brief duties of technical staff of as given below however, the Engineer in Charge can assign other works as required for execution of the work.

1). Project Manager: Project Manager shall be responsible for ensures the efficient and safe operation & maintenance of E&M services i/c liaisoning and reporting with client dept ,PWD and with their technical staffetc. and is not limited to above.

2). Project/ Site Engineer : The Project/ site Engineer shall supervise and ensures the efficient & safe operation & maintenance of E&M services assigned to him or her with proper inspection, diagnosing and repairing the services i/c preparing Daily/Weekly/Monthly/Quartey/Half Yearly and Yearly Maintenance schedule and shall report to Project Manager. He/She is responsible for resolving the all types of complaints i/c preventive maintenance, troubleshooting's ,repairs ,Installation and commissioning of new materials with safety compliance and maintaining various required registers/recordsfor New materials issued to site & Dismantle materials received from site etc. and is not limited to above.

3).Planning/Billing Engineer: The Planning or Billing engineer shall be responsible for preparing bills as per Schedule F of NIT with measurements , quantity verification with material reconciliation etc. He/She also responsible for collection Invoices/challans/MTC/Salary or Wages of Staff/ESI or EPF etc. and is not limited to above.

Executive Engineer (E)
North West, Elect. Divn., PWD
ISBT, Kashmere Gate,
Delhi-110006

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ANNEXURE -“A”**FORM OF EARNEST MONEY (BANK GUARANTEE)**

WHEREAS, contractor, M/s..... (Name of contractor) (hereinafter called "the contractor") has submitted his tender dated (date) for the work of (name of work) (there in after 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 **Executive Engineer, North West, Elect. Div., PWD ISBT, Kashmere Gate, Delhi-110006** (hereinafter called "the Engineer-in-Charge") in the sum of Rs.-/-(Rs. in words) for which payment well 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 thisday of 20.....

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 **either** up to the above amount **or part thereof** 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.

DATE

SIGNATURE OF THE BANK WITH SEAL

WITNESS

(SIGNATURE, NAME AND ADDRESS)

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

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FORM OF PERFORMANCE SECURITY (GUARANTEE)
BANK GRARANTEE BOND

In consideration of the President of India (hereinafter called “The Government”) having offered to accept the terms and conditions of the proposed agreement between.....*.....and * .. (Hereinafter called “the said Contractor(s)”) for the work*.....(hereafter 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 this obligations in accordance with the terms and conditions in the said agreement.

- 1) We*(hereinafter referred to as “the Bank”) here by (indicate the name of the Bank) Undertake to pay to the Government in amount not exceeding Rs*..... (Rupees.....*.....)
- 2) We*.....do hereby undertake to pay the amounts due and payable (indicate the name of the Bank) Under this Guarantee without any demure, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due 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 raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this preset 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*.....further agree that the guarantee herein contained(indicate the name of the Bank) 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.....*.....further agree with the Government that (indicate the name of the Bank) 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 for bear 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 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.

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- 6) This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
- 7) We.....*.....lastly undertake not to revoke this (indicate the name of the Bank) 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)

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A F F I D A V I T

I/ We have submitted a bank guarantee for the work

(Name of work)

Agreement No. _____ dated _____ from

(Name of the Bank with full address)

to the Executive Engineer _____ with a view to seek exemption from payment of security deposit/performance guarantee 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 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.

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**MEMORANDUM OF UNDERSTANDING [M.O.U] BETWEEN
(Separate for each sub head of E&M Work)**

1] M/S [Name of the firm with full address]
[Henceforth called the main contractor]

And

2] M/S [Name of the firm with full address]
[Henceforth, called Associated Electrical Contractor or Electrical Contractor]

For the execution of E&M Work: **Maint. & Elect. Consumption charges of street lighting on PWD Roads under NWED, Delhi. (SH: Hiring and Operating tractor mounted PTO pump set under North West Electrical Division, PWD, Delhi)**

We state that M.O.U between us will be treated as an agreement and has legality as per Indian Contract Act [amended upto date] and the department [CPWD] can enforce all the terms and conditions of the agreement for execution of the above work. Both of us shall be responsible for the execution of work as per the agreement to the extent this MOU allows. In case of any dispute, either of us will go for mediation/arbitration by the Pr. Chief Engineer, PWD, Delhi & Chief Engineer (North), PWD, Delhi. Any of us may appeal against the mediation/arbitration to the Pr. Chief Engineer, PWD, Delhi his decision shall be final and binding on both of us.

We have agreed as under:

- 1 The Electrical contractor will execute all electrical works in the wholesome manner as per terms and conditions of the agreement. The Electrical contractor shall be paid as per standard procedure followed by the department and the agreement between parties. Any type of internal transaction between the Electrical contractor and the main contractor shall be as per their convenience and mutual understanding without involving the department.
- 2 The Electrical contractor shall be liable for disciplinary action if he failed to discharge the action[s] and other legal action as per agreement.
- 3 All the machinery and equipments, tools and tackles required for execution of the Electrical works, as per agreement, shall be the responsibility of the Electrical contractor.
- 4 The site staff required for the Electrical work shall be arranged by the Electrical contractor as per terms and conditions of the agreement.
- 5 Site order book maintained for the said work shall be signed by the main contractor as well as by the Engineer of the Associated Contractor and by Associated Contractor himself.
- 6 All the correspondence regarding execution of the Electrical work shall be done by the Department with the Associated Contractor with a copy to the main contractor. In case of non-compliance of the provisions of agreement, the main contractor, as well as the associated contractor shall be responsible. The action under clauses 2 and 3 shall be initiated and taken against the main contractor.

* **Name of SH to be indicated by firm**

SIGNATURE OF MAIN CONTRACTOR

SIGNATURE OF ASSOCIATED
CONTRACTOR.

Date:

Date:

Place:

Place:

COUNTERSIGNED BY EXECUTIVE ENGINEER

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WILLINGNESS CERTIFICATE
(Separate for each sub head of E&M work)

Name of work: **Maint. & Elect. Consumption charges of street lighting on PWD Roads under NWED, Delhi. (SH: Hiring and Operating tractor mounted PTO pump set under North West Electrical Division, PWD, Delhi)**

I hereby give my willingness to work as Electrical contractor for the above-mentioned work.

I will execute the work as per specifications and conditions for the agreement and as per direction of the Engineer-in-Charge. Also I will employ full time technically qualified supervisor for the works. I will attend inspection of officers of the department as and when required.

Dated:

SIGNATURE OF MAIN CONTRACTOR
ASSOCIATED
CONTRACTOR WITH

SIGNATURE OF

REGISTRATION DETAILS.

Date:

Date:

Place:

Place:

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UNDERTAKING BY WAY OF AFFIDAVIT

From:

To

**The Executive Engineer (E),
North West, Elect. Div., PWD,
ISBT, Kashmere Gate,
Delhi-110006.**

Name of work:-Maint. & Elect. Consumption charges of street lighting on PWD Roads under NWED, Delhi. (SH: Hiring and Operating tractor mounted PTO pump set under North West Electrical Division, PWD, Delhi)

Dear Sir,

We hereby confirm that we have not applied nor we are under Corporate Debt Restructuring nor under any proceeding for insolvency in National Company Law Tribunal (NCLT) or elsewhere as on the last date of submission of bid.

Thanking you,

<p>.....</p> <p>.....</p> <p>Signature, name and designation of authorized signatory</p> <p>For and on behalf of</p> <p>(Name of the applicant)</p>	<p>.....</p> <p>.....</p> <p>Name of the Statutory Auditor's firm:</p> <p>Seal of the audit firm: (Signature, name and designation and membership No. of authorized signatory)</p>
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Note: This undertaking to be signed by the applicant and to be countersigned by the Statutory Auditor.

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CONSENT LETTER FROM ELIGIBLE ASSOCIATE AGENCY OF SPECIALIZED WORK(S)

Name of work:- **Maint. & Elect. Consumption charges of street lighting on PWD Roads under NWED, Delhi. (SH: Hiring and Operating tractor mounted PTO pump set under North West Electrical Division, PWD, Delhi)**

1. I / We hereby give my consent to associate with M/s, for executing the of work of (Mention specialized work(s)).
2. I / We will execute the work as per specifications and conditions of the agreement and as per directions of the Engineer-in-Charge for the corresponding specialized work(s) till the completion of the work.
3. I / We will be responsible for necessary action to handover the installations and for rectification of defects and repair during the maintenance / warranty period.
4. Also, I / We will employ full time technically qualified Engineer / supervisor for the specialized work(s) component of the work as required for the work and list of same shall be made available to Engineer-in-Charge. I / We will attend inspection of officers of the department as and when required.

Date:

Signature with date of Main Agency/Contractor

Signature with date of Associate
Specialized Agency

Address

Address

1. Witness with address

(From main contractor side)

2. Witness with address

(From associated agency side)

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GENERAL TERMS AND CONDITIONS

Name of Work : Maint. & Elect. Consumption charges of street lighting on PWD Roads under NWED, Delhi. (SH: Hiring and Operating tractor mounted PTO pump set under North West Electrical Division, PWD, Delhi)

1. The work shall be carried out as per CPWD Specifications, as amended upto date
2. Minimum 01 No. Tractor mounted pump with flow rate not less than 200 Cu. Meter per hour or more of adequate HP tractor is available at each location as per direction of Engineer-in-charge and necessary of any other pumps (one or two more as and when required) will be arranged by the contractor during rainy season (contract period). Payment will be made accordingly.
3. The pump shall be adequate HP Tractor PTO driven positive displacement Rotary Lobe Pump of flow rate not less than 200 cum/hour (of Vogel sang/Durrex/ Kirloskar or equivalent make) 100/150 mm dia.
4. The rate quoted shall be inclusive of hire & running charges of Tractors with driver, pump sets, 01 No Skilled person for operation of pump on each tractor, repairs, maintenance of pumps/tractors and other incidental charges which may require to complete the whole operation.
5. Nothing extra shall be paid on any account over and above of the agreement rates of respective items.
6. Log book shall be maintained for the whole period for each tractor mounted pump by the agency and agency shall intimate Engineer-in-Charge, the operation of pumps on daily basis for his verification.
7. Tractor mounted pump once brought shall not be removed from the site without written permission of the Engineer-in-Charge.
8. If the contractor failed to provide Tractor mounted pump on a particular day or the pump is found to be out of order, penalty @ Rs. 25000/- per day per tractor mounted pump shall be imposed.
9. The contractor shall keep the pump/tractor in running condition all the time and maintenance expenditure, if any, shall be borne by the contractor.
10. No. T&P shall be issued by the department.
11. If any condition is submitted by the contractor, which is not as per CPWD General specification/terms and conditions of NIT, his tender is liable to be rejected.
12. Any accident at site during execution of work to the workmen and to the third party shall be responsibility of the contractor and claim if any arises due to such accident shall be on the part of contractor and department shall not entertain any claim in this regard.
13. The contractor shall comply with all the statutory provisions as laid down under various labour Laws/Acts/Rules like minimum wages & welfare measures etc.
14. The contractor shall provide mobile to the tractor driver and intimate contact number/mobile number of himself as well as of the tractor driver to the field staff of PWD as per directions of Engineer-in- charge.
15. The necessary diesel for tractor shall be provided by firm at his own cost and nothing extra shall be paid on this account.
16. Minimum Staff Required :
 - a) Supervisor / Pump Operator – 01 No. in each shift (6 AM to 2 PM, 2 PM to 10 PM and 10 PM to 6 AM)
 - b) Driver – 01 No. in each shift (6 AM to 2 PM, 2 PM to 10 PM and 10 PM to 6 AM)
17. If any staff found absent from duty the following recovery shall be made from the contractor's Bill : -
 - a) Supervisor / Pump Operator / Driver : Rs. 1700 /- Per Person Per Shift

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18. Nothing extra shall be paid to the pump operation on account of working in foul, liquid or mud condition or due to working in odd hours.
19. The contractor shall take adequate safety measures for working on running roads i/c barricade, boards etc. as and wherever required and nothing extra shall be paid on this account.
20. The quoted rates shall be inclusive of GST or any other taxes/ levies. Nothing extra shall be paid on account of GST or any other taxes/levies.
21. The complete system can be deployed (as and when required) at any location (i.e. various underpasses) under North West Electrical Division.
22. The Location of the PTO pump sets has been mention as per inventory. The PTO pumps shall be stationed as per the inventory location or as the decided by the Engineer-in-Charge.
23. The Location of the PTO pumps can be shifted as per the requirement and existence of the work. The Contractor has to shift them on the direction of Engineer-in-Charge. Nothing shall be paid to the contractor in this regard. Hence contractor is advised to cost his rate accordingly.

Assistant Engineer (E)-P
North West, Elect. Divn. PWD

Executive Engineer (E)
North West, Elect. Divn., PWD
ISBT, Kashmere Gate,
Delhi-110006

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Inventory of PTO Tractors		
S. No.	Locations	PTO Tractor
1	Shalimar Bagh RUB	1
2	Haiderpur Drain	2
3	Madhuban Chowk Underpass	1
4	Wazirpur Drain	1
5	Prembari Underpass	1
	Total	6

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North West, Elect. Divn. PWD

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North West, Elect. Divn., PWD
ISBT, Kashmere Gate,
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SCHEDULE OF QUANTITY

Name of Work : **Maint. & Elect. Consumption charges of street lighting on PWD Roads under NWED, Delhi. (SH: Hiring and Operating tractor mounted PTO pump set under North West Electrical Division, PWD, Delhi)**

S.No.	Description of Item	Quantity	Rate	Unit	Amount
1	Providing and Running Tractor PTO driven positive displacement Rotary Lobe Pump of flow rate not less than 200 cum/hour or more enhanced capacity of approved brand with 100/150 mm dia. Suction pipe and delivery pipe having length upto 300 meter, tractor of adequate HP, idling speed 540 rpm scalable to 600 rpm round the clock at site of work for pumping/ bailing out drainage/rainy/storm water/ sump drain/ emergency dewatering of stagnated water of road surface etc., including all incidental charges as and when required including carriage of pump, positioning of pump, engaging driver, operator/skilled Beldar round the clock in three shifts and necessary T & P as required for smooth running of pump complete as per the direction of Engineer-in-Charge. The unit rate is for one pump for one day along with Tractor & Driver and Khallasi in each shift (Day means 24hrs. of a day). The Contractor shall provide Smart Phone to Concerned operator, GPS tracking device with 360 degree Sim based camera installed on tractor & Supervisors and share their number to the department on their letter heads. The contractor will ensure that such mobile numbers remain all the time active till completion of work. Nothing extra shall be paid on this account & if contractor fails to provide and deploy Tractor & pump after direction of Engineer-incharge or his representative compensation of Rs. 25,000/- per day per pump will be recovered from contractor from his payment and location decided by engineer-in-charge. The locations of the pumps has been provided in the inventory in the NIT (Total PTO Pumps 06 Nos. for 90 Days each = 540 Days	540 Days	15323.00	Day	8274420.00
	Total Rs.				8274420.00

Assistant Engineer (E)-P
North West, Elect. Divn. PWD

Executive Engineer (E)
North West, Elect. Divn., PWD
ISBT, Kashmere Gate,
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