IMPLEMENTATION OF BRT CORRIDOR PROJECT FROM AMBEDKAR NAGAR TO DELHI GATE,
SUBHEAD: ANNUAL MAINTENANCE CONTRACT FOR STREET LIGHTS ON BRT CORRIDOR FOR YEAR 2014-15

BID DOCUMENTS

Part-1: Invitation for Bid (IFB)
Part-2: Instructions to Bidders (ITB)
Part-3: General Conditions of Contract (GCC)
Part-4: Special/Additional Conditions of Contract (SCC)
Part-5: Technical Specifications
Part-6: Bill of Quantities (BOQ)
Part-7: Tender Drawings
Invitation for Bid (IFB)

1. Delhi Integrated Multi-Modal Transit System Limited (hereinafter called DIMTS/Employer) has been entrusted with the responsibility of Maintenance of BRT Corridor from Ambedkar Nagar to Delhi Gate, New Delhi. DIMTS, on behalf of Transport Department, GNCTD, invites sealed bids from eligible competent Bidders with sound technical and financial capabilities and meeting the eligibility criteria under single stage two envelope bidding system for “Implementation Of BRT Corridor Project from Ambedkar Nagar to Delhi Gate, Subhead: Annual Maintenance Contract for Street Lights on BRT Corridor for year 2014-15.”

2. The salient features of work and Bid process are as given below:

<table>
<thead>
<tr>
<th>Approximate cost of work</th>
<th>Rs. 93.15 Lac (Rupees Ninty Three Lacs Fifteen Thousand Only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Security amount</td>
<td>Rs.1,86,300/- (Rupees One Lac Eighty Six Thousand Three Hundred Only)</td>
</tr>
<tr>
<td>Time Period of Maintenance</td>
<td>12 months</td>
</tr>
<tr>
<td>Bidding documents on sale</td>
<td>From 10.06.2014 to 19.06.2014 (between 11:00 hrs to 16:00 Hrs) on working days.</td>
</tr>
<tr>
<td>Date of Pre-Bid meeting</td>
<td>16.06.2014 at 15:00 Hrs.</td>
</tr>
<tr>
<td>Date &amp; time of Submission of Bid</td>
<td>20.06.2014, Upto 15:00 Hrs,</td>
</tr>
<tr>
<td>Date &amp; time of opening of Technical Bid</td>
<td>20.06.2014 at 15:30 hrs</td>
</tr>
<tr>
<td>Authority and place for purchase of bidding documents, seeking clarifications</td>
<td>General Manager (Services), DIMTS Ltd., 1&lt;sup&gt;st&lt;/sup&gt; Floor, Maharana Pratap I.S.B.T., Kashmere Gate, Delhi-110006 Ph: 011-43090263 E-mail : <a href="mailto:tn.rai@dimts.in">tn.rai@dimts.in</a></td>
</tr>
</tbody>
</table>

3. A complete set of bidding documents may be purchased by interested bidders on submission of a written application to the above office, and upon payment of a non-refundable fee of Rs.2,000/- (Rupees Two Thousand only) in the form of Demand Draft (from any scheduled Bank in favour of DIMTS Ltd. payable at Delhi) during working hours from
10.06.2014 to 19.06.2014 (between 11:00 hrs to 16:00 Hrs) on working days (except Saturday, Sunday & Holidays).

The bidding documents can also be downloaded from DIMTS’ website www.dimts.in or the website of Transport Deptt. i.e. http://www.delhi.gov.in/wps/wcm/connect/DoIT_Transport/transport/home. Bidders using downloaded documents should submit the cost of Bid documents (in the form mentioned above) at the time of submission of Bids.

The eligibility shall be assessed on Bidders fulfilling the “Qualifying Criteria” as given in Instructions to Bidders (ITB).

4. All Bids must be accompanied by Bid security of the amount specified for the work in para 2 above in the form of Demand Draft or Fixed Deposit Receipt of a Scheduled Commercial bank/Post office based in India duly pledged in favour of DIMTS Ltd. The Bid Security shall remain valid for 30 days beyond the validity period of the Bid.

5. All Bids must be submitted to the GM (Services), Delhi Integrated Multi-Modal Transit System Limited, 1st Floor, Maharana Pratap ISBT Building, Kashmere Gate, Delhi-110006 upto 15:00 hrs on 20.06.2014.

6. At any time prior to the deadline for submission of Bids, DIMTS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Bid documents by issuing addendum. Such an amendment in the form of an addendum will be posted on DIMTS website. The Bidders have to keep a vigil on DIMTS’ website for the same & they shall have no claim whatsoever for any ignorance in such case.

7. The Technical Bids will be opened at 15:30 hrs on 20.06.2014 in the presence of Bidder’s representatives who choose to attend. In the event of the specified date of Bid submission/opening being declared a holiday for DIMTS, the bids shall be received/opened on the next working day.

8. The “Financial Bids” of the bidders whose technical packages have been determined responsive and fulfill the evaluation & qualification criteria will be opened on the date to be intimiated later.

9. All matters arising from this Bid will have jurisdiction of courts in Delhi.

GM (Services)
Delhi Integrated Multi-Modal Transit System Limited
1st Floor, Maharana Pratap ISBT Building,
Kashmere Gate, Delhi-110006
Part - II

Instructions to Bidders (ITB)
INSTRUCTIONS TO BIDDERS (ITB)

1 GENERAL

1.1 INTRODUCTION

Delhi Integrated Multi-Modal Transit System Limited (hereinafter called DIMTS/Employer) has been entrusted with the responsibility of Maintenance of BRT Corridor from Ambedkar Nagar to Delhi Gate, New Delhi. DIMTS, on behalf of Transport Department, GNCTD, invites sealed bids from eligible competent Bidders with sound technical and financial capabilities and meeting the eligibility criteria under single stage two envelope bidding system for “Implementation of BRT Corridor Project from Ambedkar Nagar to Delhi Gate, Subhead: Annual Maintenance Contract for Street Lights on BRT Corridor for year 2014-15.” (hereinafter referred to as the project).

The Bid documents consist of four volumes, along with their annexure, appendices, addenda and errata, if any, as described below:

- Part 1: Invitation for Bid (IFB)
- Part 2: Instructions to Bidders (ITB)
- Part 3: General Conditions of Contract (GCC)
- Part 4: Special/Additional Conditions of Contract (SCC)
- Part 5: Technical Specifications (TS)
- Part 6: Bill of Quantities (BOQ)
- Part 7: Tender Drawings (TD)

Bids shall be prepared and submitted in accordance with the instructions given herein.

1.2 Key Relevant information and address for purchase of documents, correspondence and submission of Bid are provided in IFB. More details are as follows:

(a) Period for which the Bid is to be kept valid is 60 days from the deadline date of submission of Bid

(b) Time for commencement of work shall be 7 days from the date of issue of “Letter of acceptance”.

(c) Time Period of Maintenance shall be 12 Months from the date of commencement of work.

1.3 The works under this Contract shall be carried out in accordance with the bidding documents constituting the contract.

2.0 GENERAL ELIGIBILITY REQUIREMENTS

2.1 This invitation to Bid is open only to eligible competent Bidders with sound technical and financial capabilities and meeting the eligibility criteria as given in Annexure-1 of Instructions to Bidders.

2.2 Each Bidder shall submit only one Bid for the work. No joint venture/ consortium are permitted. The Bidder who submits more than one Bid or a Bid submitted by a joint venture/ consortium shall be disqualified.
2.3 -deleted-

2.4 To qualify for award of Contract, the Bidders shall submit a written power of attorney authorizing the signatory (ies) of the Bid to commit the Bidder. In case of Foreign Bidders, Power of Attorney(s) and Board Resolutions confirming authority on the persons issuing the Power of Attorney for such actions, shall be submitted duly notarized by the notary public in the country of origin and stamped by the Indian Embassy / High Commission.

2.5 Each page of Bid shall be signed by the authorized signatory of the Bidder.

2.6 Cancellation or creation of a document such as Power of Attorney, Partnership deed, Constitution of firm etc., which may have bearing on the Bid/contract shall be communicated forthwith in writing by the Bidder to DIMTS.

2.7 Each Bidder will be required to confirm and declare in the Bid submittal that they have not engaged in any fraudulent and corrupt practice as defined in Clause 37 of Instructions to Bidders and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract.

3.0 COST OF BIDDING

3.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid.

4.0 SITE VISIT

4.1 Any site information given in this Bid document is for guidance only. The Bidder is advised to visit and examine the Site of Works and its surroundings at his/their responsibility, risk and cost and obtain for himself on his own responsibility, all information that may be necessary for preparing the Bid and entering into a Contract.

4.2 The Bidder shall be deemed to have inspected the Site and its surroundings beforehand and taken into account all relevant factors pertaining to the Site in the preparation and submission of his Bid.

5.0 BID DOCUMENTS

5.1 CONTENTS OF BID DOCUMENTS

The Bidder is expected to examine carefully all the contents of the Bid documents from Part 1 to Part 7 including instructions, conditions, forms, terms, specifications and drawings and take them fully into account before submitting his offer. Failure to comply with the requirements as detailed in these documents shall be at the Bidder’s risk. Bids, which are not responsive to the requirements of the Bid documents, will be rejected.

6 CLARIFICATION ON BID DOCUMENTS

6.1 While all efforts have been made to avoid errors in the drafting of the Bid documents, the Bidder is advised to check the same carefully and seek clarifications within the scheduled period. No claim on account of any errors detected in the Bid documents shall be entertained.

6.2 A Bidder requiring any clarification of the Bid documents including any error or mismatch in the Bid documents, may notify Deputy General Manager(Services), DIMTS in writing within the specified time as indicated in IFB. DIMTS will respond in writing to any request for clarification received in writing from Bidders. Written copies of the
DIMTS’ response will be posted on DIMTS’ website. The Bidders have to keep a vigil on DIMTS website for the same & they shall have no claim whatsoever for any ignorance in such case.

7.0 AMENDMENT TO BID DOCUMENTS

At any time prior to the deadline for submission of Bids, DIMTS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Bid documents by issuing addendum. Such an amendment in the form of an addendum will be posted on DIMTS website. The Bidders have to keep a vigil on the DIMTS website for the same & they shall have no claim whatsoever for any ignorance in such case.

Without prejudice to the order of preference as specified in General Conditions of Contract, the provisions in such addenda shall take priority over the Invitation for Bid and Bid Documents issued previously. Bidders should acknowledge receipt of such addenda and list them in the Bid submittal.

In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, DIMTS may, at its discretion, extend the deadline for the submission of Bids in accordance with Sub-clause 18.1.

PREPARATION OF BIDS

8.0 LANGUAGE OF BID

The Bid, and all correspondence and documents related to the Bid shall be in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate certified translation of the relevant passages in the English language, in which case, for purposes of interpretation of the Bid, the English translation shall prevail.

9.0 DOCUMENTS COMPRISING THE BID

The Bid shall be submitted in two parts, namely “Technical Bid” and “Financial Bid”.

9.1 TECHNICAL BID

The technical bid, clearly labeled as “TECHNICAL BID”, shall comprise the following:

(a) Bid Security in original in a separate sealed envelope,

(b) Attested Copy of Power of Attorney (in favour of the Authorised Signatory of the Bidder)

(c) All required General, Technical and Financial Information/Details/Documents in/as per prescribed forms T-1 to T-13 along with supporting documents, as indicated in forms:

   Form T-1: General Information about Bidder
   Form T-2: Structure & Organization of Bidder’s firm
   Form T-3: Details of Annual Turnover
   Form T-4: Deleted
   Form T-5: Details of works/contracts of similar nature executed during last 7 years
   Form T-6: Deleted
Form T-7: Resources (Personnel) proposed for the project
Form T-8: Resources (Plants & Equipments) proposed for the project
Form T-9: Proposed Site Organization chart with assignment of each key staff member (identified by name), duration & timing together with clear description of the responsibilities of each key staff member within the overall work programme.
Form T-10: Brief report on understanding and comprehension of the work involved, general approach and methodology including such detailed information as deemed relevant & work programme.
Form T-11 & T-12: Information regarding litigation history, debarment or abandonment of any work by Bidder
Form T-13: Affidavit

(d) Attested copy of the registration certificate and clearance certificate under Delhi VAT Tax Act, 2005 is required to be submitted. As per Delhi VAT Act, the party who is executing work in Delhi has to have registration with DVAT authorities of Delhi. If a Bidder from outside Delhi intends to participate in Bid, he can be permitted provided he gives an undertaking to the effect that he will get himself registered with Delhi VAT authorities, in the event of issue of Letter of acceptance to the Bidder and shall submit registration number before claiming first payment. In the absence of registration detail with Delhi VAT Department, first payment shall not be released.

(e) Bid documents from Part 1 to Part 7 except Part 6 (BOQ) with each page duly signed and stamped.

(f) Copy of valid Electrical License issued by Electrical Inspector, Govt. of NCT of Delhi, for electrical works.

(g) Copy of papers of owning of Hydraulic platform Tower Wagon of 13 mtr.(approx.) working height.

9.2 FINANCIAL BID
9.2.1 The financial bid, clearly labeled as “FINANCIAL BID” will contain the following duly filled in:
   i. Form of Bid and Appendix to Bid
   ii. Bill of Quantities

9.2.2 The financial proposal should be separately completed, each page duly signed and stamped and submitted in a separate sealed envelope. The prices shall be entered at the prescribed place in the Form of Bid and the BOQ enclosed. These prices should include all costs associated with the contract.

9.3 Documents to be submitted by the Bidder under technical and financial packages have been described under the respective Clauses 9.1 and 9.2. This list of documents has been prepared for the convenience of the Bidder and any omission on the part of the Employer shall not absolve the Bidder of his responsibility of going through the various...
clauses in the Bid Documents including the specifications and to submit all the details specifically called for (or implied) in those clauses.

9.4 The documents forming part of Bid shall be separately sealed and marked in accordance with sealing & marking instructions.

10.0 BID PRICE

The Contract shall be for the whole works as described in scope of work. The Bidder shall fill in rates and prices for all items of Works described in the Bills of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting. The Bid prices shall be governed by relevant clauses of General Conditions of Contract and shall be subject to limitations of Special/Additional Conditions of Contract and nothing extra which is not included in the contract price shall be payable.

10.1 The Bidder is required to quote for all the items in the BOQ. If the Bidder fails to quote rate against any item(for which quantity has been provided) of bill of quantities, the same will not be paid for by DIMTS when executed and shall be deemed to have been included by the Bidder in the rates and prices for other items in the bill of quantities.

The rate for each item shall be reasonable and not unbalanced. Should DIMTS come across any unbalanced rates, it may require the Bidder to furnish detailed analysis to justify the same. If after its examination, DIMTS still feels the rates to be unbalanced, it may ask the Bidder for additional Performance Guarantee or other safeguards to protect DIMTS’ interest against financial loss failing which, his Bid shall be liable to be rejected by DIMTS and DIMTS may award the Contract to any other Bidder.

10.2 The Bidder shall keep the contents of his Bid and rates quoted by him confidential.

10.3 The Bidder shall utilize Indian labour, staff and materials to the maximum extent possible in execution of Works.

10.4 The Bidder should quote his rates inclusive of all taxes, duties, royalties, VAT etc. All duties, taxes, royalties and other levies payable by the Contractor under the contract, or for any other cause as of the deadline for submission of the Bids, shall be included in the rates and prices and the total Bid price submitted by the Bidder and the evaluation and comparison of Bids by DIMTS shall be made accordingly.

11.0 CURRENCIES OF THE BID

11.1 Bid prices shall be quoted in Indian Rupees only. All payments including advances, if any shall be made only in Indian Rupees.

BID VALIDITY

12.1 The Bid shall remain valid and open for acceptance for a period of 60 days from the deadline date for submission of Bid as indicated in IFB.

12.2 In exceptional circumstances, prior to expiry of the original Bid validity period, DIMTS may request the Bidders for a specified extension in the period of validity in writing or by Tele-fax. A Bidder may refuse the request without forfeiting his Bid security. A Bidder agreeing to the request, shall not be required or permitted to modify his Bid but will be required to extend the validity of his Bid security correspondingly.

13.0 BID SECURITY

13.1 The Bidder shall furnish with his Bid, a Bid security in form of Bank Draft in favour of DIMTS Ltd. payable at New Delhi from a Scheduled Commercial Bank based in India
or Fixed Deposit Receipt of a Scheduled Commercial bank /Post office based in India duly pledged in favour of DIMTS Ltd. for the amount mentioned in Invitation for Bid (IFB). The Bidsecurity shall remain valid for 30 days beyond the validity period of the Bid.

13.2 The Bid Security shall be submitted in a separate envelope superscribed “Bid security for ---- (Name of Work as mentioned under Clause 1.1 of Instructions to Bidders) “.

13.3 Any Bid not accompanied by an acceptable Bid security will be summarily rejected.

13.4 The Bid securities of unsuccessful Bidders shall be discharged/returned by the Employer as promptly as possible, but not later than 30 days after the expiration of the period of Bid validity.

13.5 The Bid security of the successful Bidder shall be returned upon the Bidder executing the Agreement after furnishing the required performance guarantee as per the contract.

13.6 The Bid security shall be forfeited:
   a. if a Bidder withdraws his Bid during the period of Bid validity, or
   b. if the Bidder does not accept the correction of his Bid price in terms of Clause 27.0, or
   c. in the case of a successful Bidder, if he fails to :
      i. Furnish the necessary performance guarantee for performance.
      ii. Enter into the Contract within the time limit specified.
      iii. Commence the works with seven days of issue of Letter of Acceptance or as directed

13.7 No interest will be payable by the Employer on the Bid security amount cited above.

14.0 Conditions, Qualifications, Deviations etc: The Bidder shall submit his Bid without any conditions, deviations etc to the Bid documents. Bid submitted by any Bidder which contains any deviations or conditions beyond the provisions in Bid documents shall not be evaluated/ considered and shall be summarily rejected as non responsive.

15.0 PRE- BID MEETING(S)

15.1 The Bidder or his authorized representative is invited to attend a pre-Bid meeting which will take place at DIMTS Ltd., 1st Floor, Maharana Pratap ISBT Building, Kashmere Gate, Delhi-110006as mentioned in IFB.

15.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage by the prospective Bidders.

15.3 The Bidder is instructed to submit its queries in writing. All such queries should reach DIMTS at least one day prior to the date of the meeting by post/fax/e-mail.

15.4 Minutes of the pre-Bid meeting, including the text of the questions raised and the responses given together with any response prepared after the meeting, will be transmitted to all Bidders and also posted on DIMTS’ web site. Any modification of the Bid documents which may be considered necessary as a result of the pre-Bid meeting shall be made by DIMTS exclusively through the issue of an Addendum pursuant to Clause 7 of Instructions to Bidders and not through the minutes of the pre-Bid meeting.
15.5 Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

16 FORMAT AND SIGNING OF BIDS

16.1.1 If the Bid is submitted by a proprietary firm it shall be signed by the proprietor above his full name and the full name of his firm with its current address.

16.1.2 If the Bid is submitted by a firm in partnership, it shall be signed by a partner holding the power of Attorney for the firm. A certified copy of the Partnership deed and power of attorney shall accompany the Bid. Alternatively, it shall be signed by all the partners.

16.1.3 If the Bid is submitted by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for the firm. A certified copy of the power of attorney shall accompany the Bid.

16.2 All amendments/corrections/overwriting shall be initialised by the authorised signatory.

16.3 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

17.0 SEALING AND MARKING OF BIDS

17.1 The Bidder shall submit his Technical and Financial bids in two sets one marked “Original” and the other marked “Copy” (Copy can be photocopy of ‘original’). In the event of discrepancy between them, the original shall prevail.

17.2 Sealing and Marking of Bids

17.2.1 The bidder shall submit the Bid in two parts, the Technical Bid and the Financial Bid. Each part of the Bid shall be sealed in separate envelopes and the two sealed envelopes shall be sealed in an outer envelope. The Bid envelopes shall be marked as follows:

A) Inner Envelope containing Technical Bid shall be super scribed with the identification “Technical Bid for the work ______________ [Name of Work]” and shall indicate the name and address of the bidder

Further, this envelope marked ‘Technical Bid’ shall contain the following documents:

a) Bid Security in a separate sealed envelope marked “Bid Security”

b) Documents listed at para 9.1: One set of these documents shall be submitted in a sealed envelope and shall be marked ‘ORIGINAL’.

c) Both the envelopes as mentioned in “a” & ‘b’ above shall be kept in one envelope, marked “Technical Bid”, and sealed.

B) Inner Envelope containing Financial Bid shall be superscribed with the identification “Financial Package for the work ______________ [Name of Work]” and shall indicate the name and address of the Bidder

Further, this inner envelope marked ‘Financial Bid’ shall contain the documents listed in para 9.2 in 1 setina sealed envelope and shall be marked ‘ORIGINAL’.

C) Outer Envelope:
(i) The inner envelopes marked as ‘Technical Bid’ and Financial Bid’ shall be enclosed in an outer envelope and sealed.

(ii) The outer envelope shall be
   a) addressed to DIMTS at the following address:
      To,
      GM (Services)
      Delhi Integrated Multi-Modal Transit System Limited
      1st Floor, Maharana Pratap ISBT Building,
      Kashmere Gate, Delhi-110006
   b) superscribed with the identification “Bid for the work ______________[Name of Work, Contract]” and indicate the name and address of the Bidder.

17.2.2 If the outer envelope is not sealed and marked as above, DIMTS will assume no responsibility and shall not be held liable for any misplacement or premature opening of the Bid.

17.3 No responsibility will be accepted by the Employer for the misplacement or premature opening of a Bid, not sealed or marked as per aforesaid instructions.

18.0 SUBMISSION OF BIDS

18.1 Bids should be submitted at the following address:

   GM (Services), Delhi Integrated Multi Modal Transit System Ltd., 1st Floor, Maharana Pratap I.S.B.T., Kashmere Gate, Delhi-110006 upto the time & date as indicated in Invitation for Bid.

   The Employer may, at his discretion, extend the submission date for Bid.

   Bids, as sealed above, shall be submitted in person to GM (Services), DIMTS. The Employer cannot take any cognizance and shall not be responsible for delay in transit.

19.0 LATE BIDS

19.1 Any Bid received after the deadline prescribed for submission of Bids will not be accepted.

20.0 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BIDS

20.1 Except as permitted by these instructions, the Bidder shall not make any alteration, erasure or obliteration to the text of the documents prepared by the Employer and submitted by the Bidder with or as a part of his Bid.

20.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the clause 18.1 of this Instruction to Bidders, with the outer and inner envelopes additionally marked “MODIFICATION” or “WITHDRAWAL” as the case may be.

20.3 No modifications shall be permitted after the deadline for submission of the Bids. Withdrawal of the Bid after deadline for submission of Bids but prior to the period of Bid validity shall result in forfeiture of the Bid Security.

BID OPENING AND EVALUATION

21.0 BID OPENING
21.1 DIMTS will open the outer envelope of all the Bids received for the work (except those received late) containing the sealed technical package and the sealed financial package and announce the names of (i) Bidders, (ii) Bidders who have submitted modification of technical/financial packages, and (iii) Bidders who have given notice for withdrawal of their Bids in the presence of Bidders or their representatives who choose to attend Bid opening on the date and time mentioned in the IFB. In the event of specified date of Bid opening being declared as a holiday for DIMTS, the Technical Package will be opened at the appointed time and location on the next working day.

21.2 Bidders for which acceptable notice of withdrawal has been submitted pursuant to Clause 20 shall not be opened and shall be returned.

21.3 Envelopes marked Technical Bid shall be opened first. Bidder’s names, ‘Modification of Technical Bid’, the presence/or absence of Bid Security, the amount and validity of Bid Security furnished with each Bid and such other details, as DIMTS may consider appropriate will be announced by DIMTS at the opening.

21.4 The Bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.

21.5 The sealed envelope containing the Financial Bid shall not be opened at this stage.

22. EXAMINATION, EVALUATION AND DETERMINATION OF RESPONSIVENESS OF TECHNICAL BID

22.1 Prior to evaluation of Technical Bid, DIMTS will determine whether the Bid is accompanied by the Bid Security in the required form, amount and validity.

22.2 If the Bid Security furnished does not conform to the amount and validity period as specified in the Instructions to Bidders and has not been furnished in the form specified in Clause 13, the Bid shall be rejected by DIMTS as non-responsive and the Technical Bid and the sealed Financial Bid will be returned to the Bidder.

22.3 Subject to confirmation of the Bid Security by the issuing bank, the Technical Bid accompanied with valid Bid Security will be taken up for further evaluation. In case, the Bank does not confirm the issuance of Bid Security, the Bid shall be rejected as non-responsive.

22.4 Prior to the detailed evaluation of technical bid, the Employer will determine whether each Bid is responsive to the requirements of the Bid documents. For the purpose of this Clause, a responsive Bid is one, which conforms to all the terms, conditions and specifications of the Bid documents without material deviation or reservation which include exceptions, exclusions & qualifications. A material deviation or reservation is one which affects in any substantial way the scope, quality, performance or administration of the works to be undertaken by the Bidder under the Contract, or which limits in any substantial way, the DIMTS's rights or the Bidder’s obligations under the Contract as provided for in the Bid documents and / or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids at reasonable price.

22.5 The Technical Bid will be checked to ascertain whether the Bid has been properly signed and all the details/documents as indicated in para 9.1 have been submitted.

22.6 The Technical Bid shall be further evaluated for determining the eligibility of the Bidder as per the evaluation & qualification criteria given in Annexure-1.
22.7 If the Technical Bid is not substantially responsive and does not fulfill the evaluation & qualification criteria, it will be rejected by DIMTS and will not subsequently be made responsive by any subsequent correction or modification or withdrawal of the non-conforming deviation or reservation. However, DIMTS reserve the right to ask any clarification from Bidders for details submitted with technical package if it so desires during the technical evaluation.

23. Technically qualified Bidders shall be intimated by registered post/fax/e-mail about the date, time and place of opening of Financial Bid. In the event of the specified date being declared a holiday for DIMTS, the Financial Bid will be opened at the appointed time and location on the next working day.

24 The Financial Bid of those Bidders whose Technical Bid is determined to be non-responsive pursuant to Clause 22 shall be returned unopened to the Bidders.

25. OPENING OF FINANCIAL BIDS

25.1 DIMTS will open the envelope marked ‘Financial Bid’ (including ‘Modifications pursuant to Clause 20), in presence of the Bidders (whose Technical Bid is found to be substantially responsive) or their representatives who choose to attend on the date intimated to such Bidders.

25.2 The names of the Bidders whose Technical Bid is found to be substantially responsive, the Bid prices, the total amount of each Bid, any discount, ‘modifications of Financial Bid and such other details, as DIMTS may consider appropriate will be announced by DIMTS at the opening of the Financial Bid.

25.3 The Bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.

26. Examination of Financial Bid and Determination of Responsiveness of Financial Bid

26.1 DIMTS will determine responsiveness of each Financial Bid with respect to Priced Bill of Quantities, Technical Specifications, Drawings and other relevant requirement of Bid documents.

26.2 A substantially responsive Financial Bid is one which conforms to all the terms, conditions and specifications of the Bidding documents.

26.3 If the Financial Bids is not substantially responsive, it will be rejected by DIMTS and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

27. CORRECTION OF ERRORS

27.1 Financial Bids determined to be substantially responsive will be checked by DIMTS for any arithmetic errors. Arithmetic errors will be rectified on the following basis:-

i) If a discrepancy is found in the rate in figures and in words, the rate in words shall govern and the amount shall be worked out accordingly.

ii) If the amount of an item is not worked out by the Bidder or it does not correspond with the rates written either in figures or in words, then the rates quoted by Bidder in words shall be taken as correct and amount worked out accordingly.

iii) Where the rates quoted by Bidder in figures and words tally but the amount is not worked out correctly, the rates quoted by Bidder will, unless otherwise proved, be taken as correct and not the amount.
iv) if there is a discrepancy between the total Bid amount and the sum of total costs per item, the sum of the total costs per item shall prevail and the total Bid amount will be corrected.

27.2 The amount stated in the Form of Bid will be adjusted by DIMTS in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount of Bid, his Bid will be rejected, and his Bid Security may be forfeited in accordance with Clause 13.

28. EVALUATION AND COMPARISON OF FINANCIAL BIDS

28.1 DIMTS will evaluate and compare only those Financial Bids which are determined to be substantially responsive.

28.2 In evaluating the Financial Bids, DIMTS will determine for each Financial Bid the evaluated Bid Price by adjusting the Bid Price as follows:-

a) making any correction for errors pursuant to Clause 27;

b) making appropriate adjustments to reflect any price modifications offered in accordance with Clause 20.

28.3 The estimated effect of the price adjustment provisions of the General/Special Conditions of Contract to be applied during the period of implementation of the Contract, shall not be taken into account in Bid evaluation

28.4 If the Bid of the successful Bidder is seriously unbalanced in relation to DIMTS’ estimate of the cost of the items of the Works to be performed under the Contract, DIMTS may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the execution methods and schedule proposed. After evaluation of the price analysis, DIMTS may require that the amount of the performance guarantee set forth in Clause 35 be increased up to an additional 5 (five) per cent of the contract price or as decided at the expense of the successful Bidder to protect DIMTS against financial loss in the event of default of the successful Bidder under the Contract.

28.5 A Bid, which contains several items in the Bill of Quantities which are unrealistically priced low and which could not be substantiated satisfactorily by the Bidder, may be rejected as non-responsive.

29 CLARIFICATION OF BIDS

29.1 To assist in the evaluation of Bid, DIMTS may, at his discretion, ask any Bidder to authenticate the correctness of the information/details furnished by him in his Bid. Such request by DIMTS and the response by Bidder shall be in writing, but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by DIMTS in the evaluation of the Bids in accordance with Clause 27.

29.2 Subject to Sub Clause 29.1, no Bidder shall contact DIMTS on any matter relating to his Bid from the time of Bid opening to the time contract is awarded.

29.3 Any attempt by the Bidder to influence Bid evaluation, Bid comparison or decisions for contract award may result in the rejection of his Bid.

30 PROCESS TO BE CONFIDENTIAL
30.1 Except the public opening of Bid, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.

30.2 Any effort by a Bidder to influence DIMTS in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of contract, may result in the rejection of the Bidder’s Bid.

AWARD OF CONTRACT

31 AWARD CRITERIA

31.1 Subject to Clause 32, DIMTS will award, the Contract to the Bidder, whose Bid is responsive & fulfills qualification criteria, complete, in accordance with the Bid documents, and whose Evaluated Bid Price is determined to be the lowest.

32 EMPLOYER’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

Notwithstanding Clause 31, DIMTS reserves the right to accept or reject any Bid, and to annul the Bid process and reject all Bids, at any time prior to award of Contract, or to divide the Contract between/amongst Bidders without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for the DIMTS’ action.

33 NOTIFICATION OF AWARD

33.1 Prior to the expiry of the period of Bid validity, DIMTS will notify the successful Bidder by telegram or Tele-fax, to be confirmed in writing by registered letter/courier, that his Bid has been accepted. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall name the sum which DIMTS will pay to the Contractor in consideration of the execution, completion, maintenance and guarantee of the works by the Contractor as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Contract Price'). The "Letter of acceptance" will be sent in duplicate to the successful Bidder, who will return one copy to DIMTS duly acknowledged and signed by the authorized signatory, within one week of receipt of the same by him. No correspondence will be entertained by DIMTS from the unsuccessful Bidders.

33.2 The Letter of Acceptance will constitute a part of the contract.

33.3 Upon "Letter of acceptance" being signed and returned by the successful Bidder as per Clause 33.1, DIMTS will promptly notify the unsuccessful Bidders and discharge / return their Bid securities.

34 The successful Bidder shall submit the following documents within a period of 14 days from the date of issue of the Letter of Acceptance:

(a) Performance Guarantee

(b) Power of Attorney(s) and Board Resolution (In case of Foreign Partners, to be duly notarized by notary public and stamped by the Indian Embassy/High Commission) in case of any change than submitted along with Bid submittals.

35 PERFORMANCE GUARANTEE

35.1 Within 14(Fourteen) days of the issue of the Letter of Acceptance, the successful bidder shall deliver to DIMTS, a Performance Guarantee for an amount equivalent to 5% (five
percent) of the Contract Price plus additional security for unbalanced bids in accordance with Sub Clause 28.4 and relevant Conditions of Contract.

35.2 The performance guarantee to be provided by the successful Bidder in favour of DIMTS Ltd. shall be either

(a) in the form of Demand Draft of any Nationalized/Scheduled Indian Bank payable at New Delhi/Delhi in favour of DIMTS Ltd.

(b) or in the form of Government Securities or Fixed Deposit Receipts of any scheduled Indian Bank duly pledged in favour of DIMTS Ltd.

(c) or in the form of Bank Guarantee from any Nationalized Indian Bank/any RBI approved Scheduled Indian Bank. The format of Bank Guarantee shall be in accordance with the format of Performance Guarantee attached as part of Instructions to Bidders (Form B).

35.3 The performance guarantee shall be valid upto a period of 60 days beyond the end of completion period.

35.4 Failure of the successful bidder to comply with the requirements of Clause 35 and 36 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security including restriction on future participation in DIMTS’ projects for a period as may be decided by DIMTS.

36 SIGNING OF AGREEMENT

After confirmation of issuance of performance security by the issuing bank, DIMTS will direct the successful bidder to attend DIMTS’ office on a date determined by DIMTS for signing the Form of Agreement.

37. CORRUPT OR FRAUDULENT PRACTICES

37.1 DIMTS will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. DIMTS will blacklist and declare the firm ineligible, either indefinitely or for a stated period of time, to apply for a contract by DIMTS Ltd.

i) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and

ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive DIMTS of the benefits of free and open competition.
# INDEX - PROFORMA OF FORMS & EVALUATION CRITERIA

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<td>A</td>
</tr>
<tr>
<td>ii. Form of Agreement</td>
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## 2. PROFORMA OF FORMS FOR TECHNICAL PACKAGE

<table>
<thead>
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<td>T-3</td>
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<td>T-4</td>
</tr>
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<td>T-5</td>
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</tr>
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<td>T-11 &amp; T-12</td>
</tr>
<tr>
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<td>T-13</td>
</tr>
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</table>

## 3. EVALUATION CRITERIA

ANNEXURE-1

## 4. SCOPE OF WORK & SITE INFORMATION

ANNEXURE-2
FORM A

(To be stamped in accordance with the Stamp Act of the Country of Issuing Bank)

FORM OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE

(Refer Clause 35.0 of “Instructions to Bidders”)

To,

The Delhi Integrated Multi-Modal Transit System Limited
1st Floor, Maharana Pratap ISBT Building,
Kashmere Gate,
Delhi-110006

WHEREAS, _____________________ (Name and address of the Contractor) (hereinafter called “the Contractor”) has undertaken, in pursuance of his bid dated ______(date) to execute the _______[Name and brief description of contract/work] (hereinafter called the “Contract”) and the bid of Contractor has been accepted by the _______________[ Name of Employer] vide letter of acceptance No._________ dated ________.

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Contractor such a bank guarantee.

NOW THEROF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._______(Rupees _________)[Amount of Guarantee in words and figures], such sum being payable in the type of currency in which contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of __________[Amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. The Bank will deliver the money required by you immediately on demand without delay and demur and without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to you any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.
We further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed thereunder or of any of the contract documents, which may be made between you and the Contractor, shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this bank guarantee shall not be affected by any change in the constitution of the Contractor or of the Bank.

This Guarantee will remain valid and in force upto __________ [Date]¹. 

Notwithstanding anything contained herein above, our liability under this guarantee is restricted to Rs.______(Rupees _____________) and the guarantee shall remain valid till __________. Unless a claim or a demand in writing is made upon us on or before __________ all our liability under this guarantee shall cease.

DATE __________

SIGNATURE OF THE ISSUING AUTHORITY OF THE BANK __________________
SEAL OF THE BANK _____________________
ADDRESS OF THE BANK ___________________

IN THE PRESENCE OF

SIGNATURE OF THE WITNESS ________________

NAME AND ADDRESS OF THE WITNESS ________________________

¹ Upto 90 days after end of contract period.

Note: Bidders are not required to fill/complete this form at the time of Bid Submission.
FORM B

FORM OF CONTRACT AGREEMENT

(Refer Clause 35 & 36 of “Instructions to Bidders”)

This Agreement is made at New Delhi on the ___________ day of ___________ 2012 Between Delhi Integrated Multi Modal Transit System Ltd., 1st Floor, Maharana Pratap I.S.B.T., Kashmere Gate, Delhi-110006 (hereinafter called “the Employer” of the one part) and _________________ (Name of Contractor) (Address of Contractor) _________________ of ________________ hereinafter called “the Contractor” of the other part.

Whereas the Employer is desirous that (** certain Goods and Services should be provided and) the Works should be executed, viz. ---------- (Name of work) hereinafter called “the Works” and has accepted a Tender by the Contractor for the execution and completion of such works (** as well as guarantee of such works) and the remedying of defects therein. NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   (a) Invitation For Bid (IFB)
   (b) Instructions to Bidders (ITB)(Including Annexures)
   (c) Special/Additional Conditions of Contract (SCC)
   (d) General Conditions of Contract (GCC)
   (e) Technical Specifications
   (f) Tender Drawings
   (h) Bill of Quantities
   (i) Form of Tender with Appendix
   (j) Letter of acceptance (LOA)
   (k) Addendums issued, if any
   (l) Any other item as applicable

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works by **_________ and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Total Contract Price of **Rs _________________ being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from.
as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

6. The Courts at Delhi/ New Delhi shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Contractor
Signature of the authorized official
Name of the official
Stamp/Seal of the Contractor
SIGNED, SEALED AND DELIVERED
By the said
__________________________ Name
____________________________
on behalf of the Contractor in the presence of:
Witness ________________
Name ________________
Address__________________

For and on behalf of the Employer
Signature of the authorized official
Name of the official
Stamp/Seal of the Employer
By the said
__________________________ Name
____________________________
on behalf of the Employer in the presence of:
Witness ________________
Name ________________
Address__________________

Note:
* To be made out by the Employer at the time of finalisation of the Form of Agreement.
** Blanks to be filled by the Employer at the time of finalisation of the Form of Agreement.
*** TO BE DELETED IF NOT APPLICABLE
FORM T-1

GENERAL INFORMATION

All Bidders are requested to complete the information in this form. Nationality information to be provided for all owners or Bidders who are partnerships or individually owned firms.

<table>
<thead>
<tr>
<th>Nationality of Owners (*)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>1.</td>
</tr>
<tr>
<td>2.</td>
</tr>
<tr>
<td>3.</td>
</tr>
</tbody>
</table>

(*) To be completed by all owners of partnerships or individually owned firms.

1. Name of firm

2. Head office Address

3. Telephone | Contact

4. Fax | E-mail

5. Place of incorporation / registration | Year of incorporation registration
## STRUCTURE & ORGANISATION

1. **Name & Address of the Bidder**

2. **Telephone No. /Telex No. /Fax No.**

3. **Permanent Account No.(attach copy of PAN.)**

4. **Employees Provident Fund Account No.**

5. **Legal status of the Bidder**  
   (attach copies of original Document defining the legal status).
   
   a) An Individual  
   b) A proprietary firm  
   c) A firm in partnership  
   d) A limited company or Corporation

6. **Particulars of registration with various Government bodies**  
   (attach attested photo-copy).

<table>
<thead>
<tr>
<th>Organization/Place of registration No.</th>
<th>Registration No. &amp; Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Names and Titles of Directors &amp; Officers with designation to be concerned with this work.</td>
<td></td>
</tr>
<tr>
<td>Designation of individuals authorized to act for the organization.</td>
<td></td>
</tr>
<tr>
<td>Whether the Bidder is a share holder or partner of any firm enlisted in DIMTS or any other Department.</td>
<td></td>
</tr>
<tr>
<td>Whether the Bidder or any of his partners or share holders is / are members of the Indian Parliament or any State Legislature or relative of any of officers in Delhi Integrated Multi Modal Transit System. If Yes, name and particulars of such officer along with the relationship to the Bidder / partner.</td>
<td></td>
</tr>
<tr>
<td>Name of partners with their respective shares in the firms (attested copy of partnership deed to be enclosed) and affidavit of sole proprietorship in case of individual Bidder.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Question</td>
</tr>
<tr>
<td>---</td>
<td>-------------------------------------------------------------------------</td>
</tr>
<tr>
<td>12.</td>
<td>Was the Bidder ever required to suspend work for a period of more than six months continuously after you commenced the work? If so, give the name of the project and reasons of suspension of work.</td>
</tr>
<tr>
<td>13.</td>
<td>Has the Bidder or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.</td>
</tr>
<tr>
<td>14.</td>
<td>Has the Bidder or any of his constituent partners or share holders has ever been black-listed or removed from the approved list of contractors, or demoted to a lower class or orders passed banning / suspending business with the applicant etc. by any Organization in the past. If so give details.</td>
</tr>
<tr>
<td>15.</td>
<td>In which field of Electrical Engineering the Bidder has specialization and interest?</td>
</tr>
<tr>
<td>16.</td>
<td>Give details of tower wagon, maintenance vehicle, other tools &amp; testing instruments like cable fault location equipment.</td>
</tr>
<tr>
<td>17.</td>
<td>Give details of your experience in electrical projects especially street light erection or maintenance projects.</td>
</tr>
<tr>
<td>18.</td>
<td>Whether the Bidder or his constituent partners or share holders are in any capacity near relatives (*) of any employee in DIMTS. If Yes, name and designation of officer in DIMTS to whom the Bidder or his constituent partners or share holder is a near relative.</td>
</tr>
<tr>
<td>19.</td>
<td>Whether the Bidder or any office partners/Directors retired as an Engineer of Gazetted rank or as any Gazetted Officer employed in Engineering Administrative duties in the Engineering Departments of the Delhi Administration and/or DIMTS during the last two years. If Yes, name of such partners/Directors including last designation held in DIMTS or Engineering Department, of Delhi Govt (Applicable only for limited companies and partnership firms).</td>
</tr>
</tbody>
</table>

(*) That includes wife, husband, partners, grand-parents, children, grand children, brothers, sisters, uncles, aunts, cousins, and their corresponding in-laws.
ANNUAL TURNOVER DATA

Name of Bidder:

<table>
<thead>
<tr>
<th>Turnover Details</th>
<th>Financial Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>(in Indian rupees)</td>
<td>2013-14</td>
</tr>
<tr>
<td>Turnover from Electrical work only</td>
<td></td>
</tr>
</tbody>
</table>

Note:

1. The audited balance sheets for the last three years shall be submitted. In case the balance sheet does not clearly show the turnover from electrical works only, a certificate from Chartered Accountant certifying turnover from electrical works out of total turnover shall be submitted.

2. In case of turnovers in foreign currency, the figures are to be given in relevant currency and Figures in INR may be worked out as per SBI BC selling rates prevalent at that time, clearly indicating the calculations.
Form T-4

DELETED
**Details of Contracts of Similar Nature and Complexity Completed during the current financial year 2014-15 or last Seven years**

**Name of Bidder.**
Bidder should provide information to demonstrate that they meet the requirements stated in the Qualification/Evaluation Criteria.

*Use separate sheet(s) for each Contract as per following format.*

<table>
<thead>
<tr>
<th>1.</th>
<th>Contract Number of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Name of Contract</td>
</tr>
<tr>
<td></td>
<td>Country</td>
</tr>
</tbody>
</table>

| 2. | Name of Employer |

| 3. | Employer's address (Give telephone and fax no.) |

| 4. | Nature of works and special features relevant to the Contract for which the Applicant wishes to Bid |

<table>
<thead>
<tr>
<th>5.</th>
<th>Work executed as: (tick one)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Prime contractor</td>
</tr>
<tr>
<td></td>
<td>Partner in a Joint Venture</td>
</tr>
</tbody>
</table>

| 6. a) | Value of the total contract |
|       |                             |
|   b)  | Amount of work sub-contracted by the firm |

| 7. a) | Value of similar work, if the similar work, as described in bid documents, is only a part of a bigger project: Certificate from Employer indicating the cost of similar work out of the total project cost of bigger project. |
|       |                             |
|   b)  | Date of award               |

| 8. | Scheduled Date of Completion |

<table>
<thead>
<tr>
<th>9.</th>
<th>Contract duration (years and months)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>--------- years --------- months</td>
</tr>
</tbody>
</table>

| 10. | Actual Date of Completion |

| 11. | Narrative Description of Project: Type of project, details of works, any other feature, if any. |

| 12. | Time Overrun, if any and whether without levy of compensation/penalty, with levy of compensation/penalty or levy of compensation/penalty not decided |

| 13 | Employer’s certification regarding quality of work: Very Good/Good/Fair/Poor |

| 14 | Name, Address, Contact No. of any officer of Employer (not below the rank of Executive Engineer/Project Manager) to whom any reference may be made |

**NOTE:** Experience/Completion certificate from Employer (issued by an officer not below the rank of Executive Engineer or equivalent), covering the above details i.e. incorporating clearly the name of Contractor, name of the work, Contract value, billing amount, date of commencement of works, scheduled date of completion, actual date of completion, satisfactory performance of the Contractor, Quality of works executed (Very Good/Good/Fair/Poor), Time overrun if any (whether without levy of compensation/penalty, with levy of compensation/penalty or levy of compensation/penalty not decided), etc. and other relevant information must be submitted. Further, documentary proof in form of copy of agreement, completion certificate etc. in support of information given above must be submitted for each project. Otherwise the project experience shall not be considered for evaluation.
Form T-6

DELETED
RESOURCES PROPOSED FOR THE PROJECT – PERSONNEL

The figures indicated below are the minimum number of Project-Personnel required

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Sector</th>
<th>Minimum no. of Project-Personnel required</th>
<th>Min. Educational Requirement / Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Engineer</td>
<td>1</td>
<td>Graduate in Electrical Engineering with minimum 1 year experience / Diploma in Electrical Engg. with minimum 03 years overall experience.</td>
</tr>
<tr>
<td>2</td>
<td>Electrical Supervisor</td>
<td>2</td>
<td>ITI in Electrical / wireman license with minimum 05 years experience.</td>
</tr>
<tr>
<td>3</td>
<td>Others (give details)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

We confirm to deploy project-personnel as per the above mentioned minimum requirement and also confirm to deploy manpower over and above the minimum numbers indicated above, as required for timely implementation of project.

Signature of Bidder  
Name of Firm  
Date
RESOURCES PROPOSED FOR THE PROJECT - PLANTS & EQUIPMENTS

The figures indicated below are the minimum number of equipment required.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Type of equipment required for the work</th>
<th>Minimum No. of units of equipment required for the work</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tower Wagon (hydraulic platform 13mts (approx.)</td>
<td>01</td>
</tr>
<tr>
<td>2</td>
<td>Cable fault detecting Machine</td>
<td>01</td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

We confirm to deploy resources as per the above mentioned minimum requirement and also confirm to deploy plants & equipments over and above the minimum numbers indicated above, for timely implementation of the project as per technical specifications.

Signature of Bidder
Name of Firm
Date
PROPOSED SITE ORGANISATION

A. SITE ORGANISATION CHART

B. NARRATIVE DESCRIPTION OF SITE ORGANISATION CHART

C. DESCRIPTION OF RELATIONSHIP BETWEEN HEAD-OFFICE AND *SITE MANAGEMENT

* Indicate clearly distribution of authority and responsibility between Head Office and Site Management.
**Litigation/Arbitration History**

**Name of Bidder**

Bidder, should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

<table>
<thead>
<tr>
<th>Year</th>
<th>Award FOR or AGAINST Bidder</th>
<th>Name of Project</th>
<th>Name of client, cause of litigation/Arbitration and matter in dispute</th>
<th>Disputed amount (current value)</th>
<th>Actual Awarded Amount</th>
</tr>
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</tbody>
</table>

Note: 1. In case of amounts in foreign currency, the figures are to be given in relevant currency and Figures in INR may be worked out as per SBI BC selling rates prevalent at that time.
INFORMATION REGARDING CURRENT LITIGATION, DEBARRING / EXPELLING OF BIDDER OR ABANDONMENT OF WORK BY BIDDER

1 (a) Does the Bidder has consistent history of litigation/ arbitration awarded against him. ..........Yes/No
(b) If yes, give details

2 (a) Has the Bidder been debarred/blacklisted by any Organisation in India as on the date of application, except on account of reasons other than non-performance, such as rescinding of joint venture due to most experienced partner of joint venture pulling out, court directions leading to breaking up of a joint venture before start of work. ..........Yes/No
(b) If yes, give details

3 (a) Has the Bidder abandoned any contract work in India ..........Yes/No
(b) If yes, give details

4 (a) Has the Bidder ever been declared bankrupt during the last 5 years ..........Yes/No
(b) If yes, give details, including present status

5. Has the Bidder been debarred by DIMTS, by DIMTS or any Government or Semi Government Organization as on the date of application ..........Yes/No

Note: If any information in this schedule is found to be incorrect or concealed, Bid will be summarily rejected.
FORM T-13

AFFIDAVIT*

I,________________ S/o Sh. ______________ authorized representative of M/s __________ with its office at ______________ solemnly affirm and declare as under on behalf of the firm:-

1. I/We is/are submitting Bid for _______(Name of project)

2. I/We, the undersigned, do hereby certify that all the statements as contained in the Bid and annexures thereto are true and correct.

3. I/We, the undersigned, also hereby certify that neither our firm M/s __________ nor any of its constituent partners have abandoned any work/contract awarded to us for which the reasons are attributable to the non-performance of the contractor.

4. I/We, the undersigned, also hereby certify that no criminal proceedings are pending/ongoing in any court of law regarding any project executed by our firm.

5. I/We, the undersigned, also hereby certify that our firm has not been debarred/blacklisted by DIMTS or any Government or Semi-Government Organization.

6. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by DIMTS to verify this statement or regarding my (our) competence and general reputation.

7. I/We, the undersigned, understand and agree that further qualifying information may be requested, and agrees to furnish any such information at the request of DIMTS.

[Deponent]
Signed by an Authorized Officer of the Bidder
Title of Officer
Name of Bidder
Date

VERIFICATION

I/We, the above named deponent do hereby solemnly affirm that the information contained in para 1 to 7 above are true and correct as per my knowledge and records and nothing material has been concealed therefrom.

Verified on ______ , 2014 at ________.

[Deponent]

* To be given on Non-judicial stamp paper of Rs.10/- duly signed by authorized notary.
1. **Qualification/Eligibility Criteria for Technical Package**

The evaluation of Technical Package will be based on Bidders meeting all the following minimum pass/fail criteria regarding their general and particular experience, financial position, personnel and equipment capabilities and other relevant information furnished by the Bidder:

1.1 **Experience**

The Bidder shall provide documentary evidence that it has successfully/satisfactorily completed (without levy of liquidated damages):

At least one work of similar nature costing at least 80% of the estimated cost of work put to tender or two works of similar nature costing at least 50% of the estimated cost of work put to tender or three works of similar nature costing at least 40% of the estimated cost of work put to tender during the current financial year 2014-15 or last seven years (years to be considered shall be 2013-14, 2012-13, 2011-12, 2010-11, 2009-10, 2008-09, 2007-08) For this purpose, ‘cost of work’ shall mean gross value of the completed work including the cost of materials supplied by the Employer /Client, but excluding those supplied free of cost.

Similar work means the work of supply & erection, renovation or maintenance of any high voltage electrical system or low voltage electrical distribution system including street lighting.

For these, the certificate of satisfactory completion from Employer shall be submitted along with the application incorporating clearly the name of Contractor, name of the work, Contract value, billing amount, date of commencement of works, scheduled date of completion, actual date of completion, satisfactory performance of the Contractor, Quality of works executed (Very Good/Good/Fair/Poor), Time overrun if any (whether without levy of compensation/penalty, with levy of compensation/penalty or levy of compensation/penalty not decided and any other relevant information.

The works may have been executed by the Applicant as prime contractor or as member of joint venture or as sub-contractor. In case a project has been executed as Joint Venture by two or more firms, weightage towards experience in the project would be given to JV partners in proportion to their participation in the Joint Venture.

In case the similar work, as described above, is only a part of a composite/bigger project, the certificate from Employer should also indicate the cost of similar work out of the total project cost of composite/bigger project

**Base Year and Escalation**
Following enhancement factors have to be used for updating the cost of works executed to bring to a common base:

<table>
<thead>
<tr>
<th>Year</th>
<th>Multiplying factor</th>
</tr>
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<tbody>
<tr>
<td>2013-14</td>
<td>1</td>
</tr>
<tr>
<td>2012-13</td>
<td>1.07</td>
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<tr>
<td>2011-12</td>
<td>1.14</td>
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<tr>
<td>2010-11</td>
<td>1.23</td>
</tr>
<tr>
<td>2009-10</td>
<td>1.32</td>
</tr>
<tr>
<td>2008-09</td>
<td>1.41</td>
</tr>
<tr>
<td>2007-08</td>
<td>1.51</td>
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</tbody>
</table>

Applicant should incorporate the above enhancement factors to the actual amount of the works executed by them clearly indicating the calculations.

In case the financial figure and value of completed works are in foreign currency, the above enhanced factors will not be applied. Instead, actual amount in the foreign currency shall have to be converted into equivalent Indian Rupees (INR) at the State Bank of India BC selling rate as on the date two weeks prior to the last date of submission, clearly indicating the calculations.

1.2. **Turnover**

The Bidder shall have achieved, during last three years (years to be considered shall be 2013-14, 2012-13 & 2011-12) an average updated annual turnover from electrical works of at least 30% of the estimated cost of work put to tender.

The audited balance sheets for the last three years shall be submitted. The Bidder must demonstrate the current soundness of the Bidder's financial position, and indicate its prospective long-term profitability. If deemed necessary, DIMTS shall have the authority to make inquiries with the Bidder's bankers. In case the balance sheet does not clearly show the turnover from electrical works only, a certificate from Chartered Accountant certifying turnover from electrical works out of total turnover shall also be submitted.

1.3 **DELETED**

1.4 Deleted

1.5 **Personnel capabilities**

The Bidder shall supply general information on the management structure of the firm and shall make provision for suitably qualified personnel to fill the key positions/support staff/office staff as required during contract implementation for timely implementation of works.

Requirement of minimum Key personnel with qualification and experience is given in FORM T-7 of “Instructions to Bidders”. The Bidder shall give an
undertaking (in the FORMAT of FORM T-7) to provide personnel for these positions satisfying the qualification and experience requirements.

1.6 **Equipment capabilities**

The bidder should have a Hydraulic platform Tower Wagon of 13 mtr. (approx.) working height on firm/his name.

A general list of minimum requirement of major plant and machinery required for the project is given in form T-8 of “Instructions to Bidders”. The Bidder shall give an undertaking (in the FORMAT of FORM T-8) to provide all the plant and machinery required for timely implementation of project.

1.7 **Electrical License**

The bidder should have Electrical license to work in Delhi.

1.8 **Litigation History**

The Bidder should provide accurate information about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Bidder will result in failure of the application.

1.9 **Disqualification**

Even though the Bidder meets the above criteria, he is subject to be disqualified if Bidder has:

- made misleading or false representation in the forms, statements and attachments submitted; or

- any criminal proceedings are pending/ongoing in any court of law regarding any project executed by the Bidder.

- has been debarred/blacklisted by DIMTS or any Government or Semi Government Organization.

- records of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the Bidder, inordinate delays in completion, consistent history of litigation/arbitration awarded against the Bidder or any of its constituents or financial failure due to bankruptcy, etc.

- shown poor performance in any of the works at DIMTS.

- any near relative posted in DIMTS in any capacity (any breach of this condition by the bidder would render him liable to be debarred for taking up works in DIMTS). The near relatives include wife, husband, partners, grandparents, children, grand children, brothers, sisters, uncles, aunts, cousins,
and their corresponding in-laws.

- Is under a declaration of ineligibility for corrupt or fraudulent practice

2. **Joint Ventures/Consortium**: Joint Ventures/Consortiums are not allowed to bid for the project.
ANNEXURE-2

SCOPE OF WORK & SITE INFORMATION

Section-A : Site Information

1. SITE INFORMATION

1.1 Work Site

1.1.1 The project site is located in the National Capital Territory of Delhi.

1.1.2 The Contractor shall plan his works keeping in view restriction of approach and availability of space and time.

1.2 GENERAL CLIMATIC CONDITIONS

1.2.1 The area in which the work lies is mostly plain terrain.

1.2.2 The highest and lowest temperatures in general range from 45 degree Celsius to 3 degree Celsius.

1.2.3 Summer season is from April to June and winter season is from November to March.

1.2.4 The mean average annual rainfall in the area over a five-year period is of the order of 735 mm, a good portion of which is concentrated during July to mid September, when about 75% of the annual rainfall occurs.

1.2.5 Delhi experiences extreme climatic conditions and Bidders must acquaint themselves about the same before submitting the Bid. The Employer shall in no way be responsible on this account.

The above site information is being made available to Bidders in good faith and Bidders are advised to obtain relevant information, as may be considered necessary by them, before quoting for the bid. No claims whatsoever on account of any discrepancy in the above information shall be admissible to Bidders.

Section-B : Scope of Work

1. Objective

The objective of the contract is to maintain 100% street lighting on the BRT corridor from Ambedkar Nagar to Delhi Gate and the rectification of defects appearing in the works in the manner and to the standards and within the time stipulated by the Contract. In full recognition of this objective, and with full acceptance of the obligations, liabilities and risks which may be involved, the Contractor shall undertake the execution of the Works.

2. SCOPE OF WORKS

The work under this contract shall be carried out in accordance with the various documents constituting the contract and shall consist of various salient items for the Maintenance of Street Lighting in BRT Corridor from Ambedkar Nagar to Delhi Gate in Delhi with a total length of approx. 14.5kms.

2.1 Traffic Management/Traffic Safety/Work Area Safety: The Contractor shall carry out the Works so as to minimize disruption to road and pedestrian traffic. The Contractor shall prepare his traffic management plan based on his proposed execution methodology in co-ordinate with DIMTS and in conjunction with Delhi Traffic Police. He shall comply strictly with the approved plan during execution of his works. Development of traffic management/diversion plans/schemes & traffic safety plans and its approval from Delhi Traffic Police & other local authorities shall be the responsibility of the Contractor. Development of work area safety plans as per the provisions of contract and
its implementation at site. Traffic barricades with blinkers, reflective tapes, road delineators, traffic cones, portable signage, reflective lights and other necessary traffic signage should be provided wherever required as per detailed plans, as required and as directed by DIMTS/Traffic Police. Temporary traffic diversion for smooth flow of traffic will be provided during execution of work including necessary traffic signs, repairs to diverted route/services lanes if required. Properly equipped Traffic marshals shall be deployed for the period of diversion to guide the road users and to avoid traffic congestion (deployment of guards for safety of work area etc. shall be the responsibility of contractor and nothing shall be paid for this). Restoration of diverted route in original condition etc. shall be done by Contractor. All works/activity shall be considered incidental to work and nothing extra shall be paid to contractor in this regard.

2.2 The scope of works shall also include but not limited to the following incidental activities:
   a. Site clearance as specified or as directed;
   b. All aspects of quality assurance, including testing of materials and other components of the work, as specified or as directed;
   c. The scope of work includes working under all conditions at site, moisture, water, weather etc., diversion/pumping/bailing out of water, if required.
   d. In terms of the provisions of the relevant conditions of contract, complying with all safety & environmental protection guidelines at site during the period. Protection & safety of existing structures in or within the vicinity the execution area.
   e. Liaison with other government departments whenever required.
   f. Temporary diversions during execution.

The above mentioned activities shall be considered incidental to work and nothing extra shall be paid to contractor in this regard.

2.3 Damage to any Luminary or pole or any other equipment:

Any damage/loss due to storm, theft etc. shall be repaired/replaced/provided by contractor at his own cost. However, in case of any accident, the cost of repair or replacement will be born by DIMTS.

2.4 Safety Measure:

Safety of passerby, equipment and other infrastructure is your responsibility and be adequately taken care of.

3. ENVIRONMENTAL CONSIDERATIONS

All provisions and conditions contained in the Bid documents and other statutory provisions regarding environmental protection, safety & health shall be strictly complied with and shall be incidental to work.

4. STANDARDS

(1) Equipment, materials and systems shall be designed, manufactured and tested in accordance with the latest issue of International and/or National codes and standards. The Contractor shall submit copies to the DIMTS of all codes and standards used for the work.

(2) Reference to standards or to materials and equipment of a particular manufacturer shall be regarded as followed by the words “or equivalent”. The
Contractor may propose alternative standard materials, or equipment that shall be equal to or better than those specified. If the Contractor for any reason proposes alternatives to or deviations from the specified standards, or desires to use materials or equipment not covered by the specified standards, the Contractor shall apply for the consent of the DIMTS. The Contractor shall state the exact nature of the change, the reason for making the change and relevant specifications of the materials and equipment in the English language. The decision of the DIMTS in the matter of quality will be final.
Part - III

General Conditions of Contract
CONDITIONS OF CONTRACT

Definitions

I. The Contract means the documents comprising the tender and acceptance thereof and the formal agreement executed between DIMTS and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by DIMTS and all these documents taken together, shall be deemed to form one contract.

II. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-

(i) The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted, or additional.

(ii) The Site shall mean the BRT Corridor from Ambedkar Nagar to Delhi Gate on which work of Maintenance of Street Lighting System is to be executed under the contract.

(iii) The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the authorized representatives/employees of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assigns of such individual, firm or company.

(iv) DIMTS Representative means the Engineer/Officer of DIMTS who shall supervise and be in charge of the work.

(v) Government shall mean the Government of National Capital Territory of Delhi or Government of India as the case may be.

(vi) Accepting Authority shall mean the Managing Director cum CEO, DIMTS Ltd.

(vii) Excepted Risks are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by DIMTS/Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to DIMTS's faulty design of works.

(viii) Tendered value means the value of the entire work as stipulated in the letter of acceptance.

III. Scope and Performance

Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

IV. Headings and Marginal notes to these General Conditions of Contract shall not be
deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

V. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Bill of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

VI. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

VII Discrepancies and Adjustment of Errors

The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

In the case of ambiguities or discrepancies, the priority of the documents forming the contract shall be as follows:

(i) The Contract Agreement
(ii) The letter of acceptance
(iii) The Tender
(iv) Special/Additional Conditions of Contract
(v) General Conditions of Contract
(vi) The Technical Specifications
(vii) Drawings if any
(viii) Priced Bill of Quantities
(ix) Any other document forming part of contract as may be specified in the contract agreement.

If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

Any error in description, quantity or rate in Bill of Quantities(BOQ) or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
CLAUSES OF CONTRACT

1. **Performance Guarantee**

1.1 The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount for his proper performance of the contract agreement (not withstanding and/or without prejudice to any other provisions in the contract) within 10 days from the date of issue of letter of acceptance. This period can be further extended by DIMTS up to a maximum period of 15 days on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of DIMTS. This security shall be in the form of Demand Draft of any Nationalized/Scheduled Indian Bank payable at New Delhi/Delhi (in case the guarantee amount is less than Rs.1,00,000/-); or in the form of Government Securities or Fixed Deposit Receipts of any scheduled Indian Bank or in the form of Bank Guarantee from any Nationalized Indian Bank/any RBI approved Scheduled Indian Bank. The format of Bank Guarantee shall be strictly in accordance with the format of Performance Security as provided in the bid document.

1.2 The performance security shall be valid up to a period 60 days beyond the end of completion period. In case the period of one year of Maintenance work gets extended due to any reason, the contractor shall extend performance guarantee to cover such extended time of maintenance work. The performance guarantee shall be returned to Contractor (without any interest) after 60 days from the end of completion period or till final bill has been paid whichever is later.

1.3 DIMTS shall not make a claim under the performance guarantee except for amounts to which DIMTS is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract) in the event of:

(a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event DIMTS may claim the full amount of the Performance Guarantee.

(b) Failure by the contractor to pay DIMTS any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by DIMTS.

(c) In the event of the contract being determined or rescinded under any of provisions of the agreement, the performance guarantees shall stand forfeited in full and shall be absolutely at the disposal of DIMTS.

2. **Recovery of Security Deposit**

The successful bidder (hereinafter called the contractor) shall permit DIMTS at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running bill. Such deductions will be made and held by DIMTS by way of Security Deposit.

All compensations or the other sums of money payable by the contractor to DIMTS under the terms of this contract may be deducted from his security deposit or from any sums which may be due to or may become due to the contractor by DIMTS on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions, the contractor shall within 10 days make good or replenish any sum or sums which may have been deducted.

The security deposit as deducted above will be released after 90 days after the completion of contract period.
3. **Damages/ Disincentive for Performance below 100% -**

The required efficiency for maintenance of street lighting shall be 100%. DIMTS directs that full maintenance charges may be paid for 100% performance. Performance less than 100% shall be disincentive for the agency according to the following table:

<table>
<thead>
<tr>
<th>Performance Level achieved</th>
<th>Disincentive</th>
<th>Example</th>
</tr>
</thead>
<tbody>
<tr>
<td>Between 95-100%</td>
<td>1% for each percentage in shortfall to achieve target of 100%.</td>
<td>Actual performance 97% disincentive 100-97= 3%</td>
</tr>
<tr>
<td>Between 90-95%</td>
<td>1.5% for each percentage in shortfall to achieve target of 95%.</td>
<td>Actual performance 92% Disincentive 5+4.5= 9.5%</td>
</tr>
<tr>
<td>Below 90%</td>
<td>2% for each percentage in shortfall to achieve target of 90%.</td>
<td>Actual performance 80% Disincentive 12.5+20=32.5%</td>
</tr>
</tbody>
</table>

DIMTS engineer can inspect at any time during the month and determine performance level along with contractor. The determination of efficiency will be done on the basis of reports generated by GPRS based street light monitoring system already installed in the BRT corridor. In case of non working of this system, the efficiency will be determined on the basis of joint inspection to be carried out by DIMTS along with Contractor’s representative. In case Contractor’s representative is not present the report as recorded by DIMTS shall be final and binding on the contractor. Performance level for a particular inspection will be calculated by dividing the number of healthy points to total points multiplied by 100. For example if total points are 1000, functional points are 900. The performance level will be 90%. The average of the number of inspections viz performance level will be calculated to determine monthly average performance level for levy of disincentive. If required, Performance level will be determined by weighted average of reports of both GPRS system and joint inspection reports.

3.1 **Daily Reporting** :

The Contractor will submit daily report in the morning through email or phone to DIMTS representative regarding availability of functional/ non functional points in the previous night and approximate time required to repair the defective points.

3.2 **Monthly Reporting** :

The contractor will submit a monthly report in detail about the number of points attended during the month, type of problems encountered and suggestions to avoid the repetition of problems in future.

3.3 **The contractor is required to make each light point functional within a period of maximum 24 hrs from the time the same is brought to the notice of the contractor during joint inspection. In case any light point is not functional beyond the maximum time limit of 24 hrs, additional disincentive of Rs.1000/- per light point per day or part thereof will be levied.**

4. **When Contract can be Determined**

4.1 Subject to other provisions contained in this clause, DIMTS may, without prejudice to its any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or
otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

a. If the contractor having been served by DIMTS a notice in writing to rectify, reconstruct or replace or maintain any defective maintenance work or that the work is being performed in an inefficient or otherwise improper or un-workmanlike manner fails to comply with the requirement of such notice for a period of seven days from the date thereof.

b. If the contractor has, without reasonable cause, suspended the maintenance work or has failed to proceed with the work with due diligence so that in the opinion of DIMTS (which shall be final and binding) he will be unable to perform work by the scheduled dates for completion and continues to do so after a notice in writing of seven days from DIMTS.

c. If the contractor fails to maintain the work within the stipulated time or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by DIMTS.

d. If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by DIMTS.

e. If the contractor shall offer or give or agree to give to any person in service of DIMTS, or to any other person on its behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for DIMTS.

f. If the contractor shall enter into a contract with DIMTS, in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to DIMTS.

g. If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

h. If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

i. If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

j. If the contractor assigns, transfers, sublets (engagement of labour on a piecework basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer,
sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of DIMTS.

k. If the work is not started by the contractor as given in the Letter of Acceptance.

4.2 When the contractor has made himself liable for action under any of the cases aforesaid, DIMTS shall have powers:

(i) To determine the contract as aforesaid (of which termination notice in writing to the contractor by DIMTS shall be conclusive evidence). Upon such determination, the Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited.

(ii) To award the work to another contractor after giving notice to the contractor to measure up the work already executed (if any) within given timeframe as may be specified by DIMTS. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process, if any, for the maintenance work.

4.3 In the event of above courses being adopted by DIMTS, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until DIMTS Representative has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

5. In case, the work cannot be started due to reasons not within the control of the contractor within 7 days of award of contract, either party may terminate/close the contract. In such eventuality, the Performance Security of the contractor shall be refunded but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

6 Contractor liable to pay Compensation even if action not taken under Clause 4: In any case in which any of the powers conferred upon DIMTS by Clause-4 hereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of DIMTS exercising all or any of the powers vested in it under the preceding clause it may, if it so desires, after giving a notice in writing to the contractor, take possession of (or at the sole discretion of DIMTS which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of DIMTS) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by DIMTS, whose certificate thereof shall be final, and binding on the contractor, or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice). In the event of the contractor failing to comply with any such requisition, DIMTS may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor's risk in all respects and the certificate of DIMTS as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

7 Time and Extension for Delay
The time allowed for execution of the Maintenance Works as specified or the extended time in accordance with these conditions, as the case may be, shall be essence of the Contract. The execution of the works shall commence within the time period as mentioned in the letter of acceptance. If the Contractor commits default in commencing the execution of the work as aforesaid, DIMTS shall, without prejudice to any other right or remedy available in law or under the contract, be at liberty to forfeit the bid security / performance guarantee absolutely.

8.1 The contractor shall set up a 24 hr centralized Maintenance service centre & bring tower wagon of working height of approx. 13 meters.

8.2 If the work(s) be delayed by any of the force majeure events as below -

(i) riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods

(ii) abnormally bad weather, or

(iii) serious loss or damage by fire, or

(iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or

(v) delay on the part of other contractors or tradesmen engaged by DIMTS in executing work not forming part of the Contract, or

(vi) any other cause which, in the absolute discretion of DIMTS is beyond the Contractor's control, then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to DIMTS but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of DIMTS to proceed with the works.

8.3 To prepare preventive maintenance schedule for feeder/service pillars, other light fittings including general cleaning of lamps and follow the same.

9 Measurement of work done

DIMTS shall, except as otherwise provided, ascertain and determine the value of the work done in accordance with the contract.

All measurement of all items having financial value shall be entered in Measurement Book and/or level field book so that a complete record is obtained for all maintenance works performed under the contract.

All measurements and levels shall be taken by DIMTS's Representative from time to time during the progress of the work. The Contractor or his authorized representative can remain present at the time of measurement.

If the contractor or his authorized representative does not remain present at the time of such measurements or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded by DIMTS's Representative shall be deemed to be accepted by the Contractor.

The contractor shall without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements.

DIMTS or his authorized representative may cause either themselves or through another officer of DIMTS to check the measurements recorded jointly or otherwise as
aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till the completion of the contract.

10 Computerized Measurement Book

DIMTS shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract. All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size so that a complete record is obtained of all the items of works performed under the contract.

11. Payment on Intermediate Certificate to be regarded as Advances

The payment will be done in subsequent month for work done in previous month. The contractor shall submit the bill for previous month. DIMTS shall arrange to get the bill verified by its authorized representative certifying the sum to which the contractor is considered entitled by way of monthly payment at such rates as decided by DIMTS. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Contractor to DIMTS.

All such monthly payments shall be regarded as payment by way of advances against final payment only. 5% will be deducted towards security deposit in addition to disincentive for performance below 100%.

12 Completion Certificate and Completion Plans

DIMTS has right to extend the maintenance work for a period of three months at the same rates if somehow the new contractor has not been awarded the work. As soon as the work has been awarded to new contractor, the present contractor will give the full system in healthy condition to the new contractor. Thereafter the contractor will be given the completion certificate so that security/performance guarantee release can be processed.

13. Contractor to keep Site clean

When the repairs and maintenance of works are carried out, the site has to be kept clean. All tools & tackles have to be removed from the site. Even Tower wagon has to be removed from site & parked at a proper place.

14. Commencement Plans to be submitted by the Contractor

The contractor shall submit the list of workers, supervisors & engineer who have to do the maintenance job, the list of tools & tackles including Tower Wagon & Maintenance Vehicle. The material required for maintenance for a period of at least one month has to be kept in store all the times.

15. Payment of Final Bill

The final bill shall be submitted by the contractor in the same manner, as specified for interim bills, within two months of physical completion of the work or within one month of the date of the final certificate of completion furnished by DIMTS whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by DIMTS, will, as far as possible be made within the
period specified herein under, the period being reckoned from the date of receipt of the bill by DIMTS.

16. **Materials to be provided by the Contractor**

The contractor shall, at its own expense, provide all materials, required for the works.

DIMTS’ Representatives shall have full powers to get the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, DIMTS’ Representatives shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may be caused to such materials. DIMTS’ Representatives shall also have full powers to acquire other proper materials to be substituted therefor and in case of default, DIMTS’ Representatives may cause the same to be supplied and all costs which may require such removal and substitution shall be borne by the Contractor.

The contractor shall at all times ensure that the materials supplied by him are of the best quality and brand as contained in the paras above. In case of failure on the part of the contractor to adhere to the quality of material supplied or in case of any doubt about the quality of the material DIMTS’ reserves the right to reject such material and instruct the contractor to replace such materials or procure the same at the risk and cost of the contractor.

17. **Variable prices**

The contractor will not be given escalation in quoted rates under any condition. The rates quoted shall remain firm for the contract period or extended period if any.

18. **Deviations/ Variations, Extent and Pricing**

If there is any deviation or variation in quantities due to any reason whatsoever the contractor will have to accept the same for maintenance purpose. If the rate or price is not included in the tender it will be determined by taking market rate for material used and minimum wages as per relevant govt. rules. However, contractors profits and overheads will be taken as 15% as mentioned in Appendix to Bid.

19. **Foreclosure of contract due to Abandonment or Reduction in Scope of work**

If at any time after acceptance of the tender, DIMTS shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the, whole or any part of the works to be carried out, DIMTS shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim for compensation or otherwise whatsoever, on account of any loss of profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

20. **Suspension of Work**

(i) The contractor shall, on receipt of the order in writing of DIMTS (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as DIMTS may consider
necessary for any of the following reasons:
(a) on account of any default on the part of the contractor or;
(b) for proper execution of the works or part thereof for reasons other than the
default of the contractor; or

The contractor shall during such suspension, properly protect and secure the
works to the extent necessary and carry out the instructions given in that behalf by
DIMTS.

No payment shall be made to the contractor during such period of suspension
and the contractor shall neither claim nor have any right for any payment during
such suspension of work due to reasons attributable to the contractor.

21. **Action in case Work not done as per Specifications**

All works under or in course of execution or executed in pursuance of the contract,
shall at all times be open and accessible to the inspection and supervision of DIMTS or
any organization engaged by DIMTS for Quality Assurance, and the contractor shall, at
all times, during the usual working hours and at all other times at which reasonable notice
of the visit of such officers has been given to the contractor, either himself be present to
receive orders and instructions or have a responsible agent duly accredited in writing,
present for that purpose. Orders given to the Contractor’s agent shall be considered to
have the same force as if they had been given to the contractor himself.

If it shall appear, that any work has been executed with unsound, imperfect, or
unskillful workmanship, or with materials or articles provided by him for the execution of
the work which are of unsound or inferior quality than that contracted for or otherwise
not in accordance with the contract, the contractor shall immediately replace such
material(s).

In such case DIMTS may not accept the item of work at the rates applicable under the
contract but may accept such items at reduced rates as DIMTS may consider
reasonable during the preparation of on account bills or final bill if the item is so
acceptable without detriment to the safety and utility of the item and the structure or he
may reject the work outright without any payment and/or get it and other connected
and incidental items rectified, or removed and re-executed at the risk and cost of the
contractor. Decision of DIMTS to be conveyed in writing in respect of the same will be
final and binding on the contractor.

22. **Contractor Liable for Damages, defects during maintenance period**

If the contractor or his working people or servants shall break, deface, injure or destroy
any part of work in which they may be working, or any pole, road, road kerb, enclosure,
water pipe, cables, drains, electric or telephone post or wires, trees, grass or
grassland, or cultivated ground contiguous to the premises on which the work or any
part is being executed, or if any damage shall happen to the work while in progress,
from any cause whatever or if any defect, shrinkage or other faults appear in the work
within the period specified otherwise of its completion shall have been given by DIMTS
as aforesaid arising out of defect or improper materials or workmanship, the contractor
shall upon receipt of a notice in writing on that behalf make the same good at his own
expense or in default DIMTS shall cause the same to be made good by other workmen
and deduct the expense from any sums that may be due or at any time thereafter may
become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof.

23. Contractor to Supply Tools & Plant etc.
The contractor shall provide at his own cost all materials, tools, tackles & plants for proper execution of work. In addition to this, appliances, implements, Tower wagon, plants, ladders, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of DIMTS as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by DIMTS at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

24. Labour Laws to be complied by Contractor
24.1 During continuance of the contract, the Contractor and his Subcontractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep DIMTS indemnified in case any action is taken against DIMTS by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If DIMTS is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications / bye-laws / acts / rules / regulations including amendments, if any, on the part of the Contractor, DIMTS shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by DIMTS.

The employees of the Contractor and the Sub-contractor shall in no case be treated as the employees of DIMTS at any point of time.

List of some major Labour Laws applicable to establishments engaged in construction works are given in Annexure A-1 for reference purpose. However, the said list is merely indicative and the Contractor shall also comply with all/any other law that may be applicable.

The contractor and sub contractors shall comply with the safety and welfare provisions as detailed in Annexure A-II.

24.2 Recovery of Compensation paid to Workmen
In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, DIMTS is obliged to pay compensation to a
workman employed by the contractor in execution of the works, DIMTS will recover from
the contractor, the amount of the compensation so paid; and, without prejudice to the
rights of DIMTS under sub-section (2) of Section 12, of the said Act. DIMTS’ shall be at
liberty to recover such amount or any part thereof by deducting it from the security
deposit or from any sum due by DIMTS to the contractor whether under this contract or
otherwise.

24.3 Claims on account of violation of Labour Laws:
If, as a result of any instructions, directions or decisions from the concerned authorities
or claim or application made under any of the labour laws or regulations due to
violation of labour laws by Contractor, DIMTS has to pay any money, such money shall
be deemed to be money payable by Contractor to DIMTS. In case of failure on part of
Contractor to repay this money to DIMTS within seven days of demand made by
DIMTS, DIMTS shall be at liberty to recover such amount or any part thereof by
deducting it from the security deposit or from any sum due to the contractor whether
under this contract or otherwise. DIMTS shall not be bound to contest any claim made
against it under any of the labour laws.

24.4 The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970,
and the Contract Labour (Regulation and Abolition) Central Rules, 1971 and under
any/all other labour statutes as may be required there under, before the
commencement of the work, and continue to have a valid license until the completion of
the work .

24.5 No labour below the age of fourteen years shall be employed on the work.

24.6 The contractor shall pay to labour employed by him either directly or through sub-
contractors, wages not less than fair wages as defined in the Contractor's Labour
Regulations or as per the provisions of the Contract Labour (Regulation and Abolition)
Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him. Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly.

24.7 The contractor shall indemnify and keep indemnified DIMTS against payments to be
made under and for the observance of the laws aforesaid and the Contractor's Labour
Regulations.

24.8 The laws aforesaid shall be deemed to be a part of this contract and any breach thereof
shall be deemed to be a breach of this contract.

24.9 The contractor shall ensure that no amount by of commission or otherwise is deducted or
recovered from the wages of workmen.

24.10 In respect of all labour directly or indirectly employed in the work for the performance of
the contractor's obligations under this contract, the contractor shall at his own expense
arrange for the safety provisions as per Safety Code framed from time to time and shall
at his own expense provide for all facilities in connection therewith.

24.11 In respect of all labour directly or indirectly employed in the works for the performance of
the contractor's part of this contract, the contractor shall comply with or cause to be
complied with all the rules framed by Government from time to time for the protection of
health and sanitary arrangements for workers employed by him.

24.12 The contractor(s) shall at his/their own cost provide his/their labour with the following
facilities:
(a) Sufficient quantity of potable water for drinking and other purposes.
(b) The contractor shall make necessary arrangements for keeping the working area sufficiently lighted to avoid accidents to the workers.

24.13 DIMTS may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employment who may be incompetent or misconducts himself and the contractor shall forthwith comply with such requirements.

24.14 The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.

25 **Employment of Skilled/Semi Skilled workers**

The contractor shall, at all stages of work deploy skilled/semi skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/National Institute of construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to DIMTS for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from DIMTS. Failure on the part of contractor to obtain approval of DIMTS or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of DIMTS as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

26. **Work not to be sublet/Action in case of insolvency**

The contract shall not be assigned or sublet without the written approval of DIMTS and if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any officer of DIMTS in any way relating to his office or employment, or if any such officer shall become in any way directly or indirectly interested in the contract, DIMTS shall have power to adopt the course specified in Clause 5, hereof in the interest of DIMTS and in the event of such course being adopted, the consequences specified in the said Clause shall ensue.

27. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of DIMTS without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

28. **Changes in firm's Constitution to be intimated**

Where the contractor is a partnership firm, the previous approval in writing of DIMTS shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the
contract shall be deemed to have been assigned in contravention hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause.

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of DIMTS/DIMTS's Representative who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

29. Settlement of Disputes & Arbitration

29.1 Amicable Resolution
(a) Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in clause (b) below.
(b) If either party considers any action of other party to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days refer the matter to the Managing Director & CEO or his nominee, for amicable settlement. Upon such reference, both the Parties shall meet at the earliest mutual convenience and in any event within fifteen (15) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within thirty (30) days of such meeting between the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 29.2 below.

29.2 Arbitration
a) Procedure
Subject to the provisions of Clause 29.1, any Dispute, which is not resolved amicably, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. Such disputes shall be referred to the Sole Arbitrator to be appointed or nominated by the Managing Director & CEO, DIMTS. The Party invoking the arbitration clause shall give a notice of its intention to proceed for the arbitration. Such notice shall provide details for the claims along with the amount therefor. If within 30 (thirty) days of receipt of such notice/intimation, Managing Director & CEO of DIMTS fails to appoint an arbitrator, the Party seeking appointment of arbitrator may take further steps in accordance with Arbitration Act.

b) Neither party shall be entitled to bring a claim for arbitration, if it is not filed within four months of the following:-
(i) Of the date of completion of the work as certified by DIMTS. Or
(ii) Of the date of abandonment of the work or breach of contract under any of its clauses. Or
(iii) Of its non-commencement or no resumption of work within 7 days of written notice for commencement or resumption as applicable. Or
(iv) Of the cancellation, termination or withdrawal of the work from the contractor in whole or in part and/or revision or foreclosure of the contract. Or
(v) If the claim pertains to rates or recoveries introduced in the final bill, the reference to the Arbitrator shall be made within four months from the date of
payment of the final bill to the contractor or from the date a registered notice is sent to the contractor to the effect that his final bill is ready by the Engineer-in-Charge (whose decision in this respect shall be final and binding) whichever is earlier.

c) Interest on Arbitration Award
Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period, till the date on which the award is made.

d) Jurisdiction of Courts
Where recourse to a Court is to be made in respect of any matter, the court at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes between the parties.

e) English Language
The language of arbitration shall be English and the Award shall be a speaking award.

f) Performance during Arbitration
Pending the submission of and/or decision on a dispute and until the arbitration award is published the Parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

g) Costs
Each of the Parties to this Agreement shall bear their own respective costs for Arbitration and shall not raise any claim in respect thereof as against the other Party. The fees, if any, of the arbitrator and other expenses incurred by Arbitrator shall be shared in equal proportion by both the parties and shall be paid before the award is made and published.

(m) No Suspension of Work on Account of Arbitration:
The reference to Arbitration shall proceed not withstanding that the Works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, Engineer and the Contractor shall not be altered by reasons of arbitration being conducted during the progress of the Works. Neither party shall be entitled to suspend the work or part of the work to which the dispute relates on account of arbitration and payments to the Contractor shall continue to be made in terms of the Contract.

30. **Contractor to indemnify DIMTS against Patent Rights.**
The contractor shall fully indemnify and keep indemnified DIMTS against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against DIMTS in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise from, provided that the contractor shall not be liable to indemnify DIMTS if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by DIMTS in this behalf.

31. **Lump sum Provisions in Tender.**
When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this
contract for such items, or if the part of the work in question is not, in the opinion of
DIMTS payable of measurement, DIMTS may at his discretion pay the lump-sum amount
entered in the estimate, and the certificate in writing of DIMTS shall be final and
c conclusive against the contractor with regard to any sum or sums payable to him under
the provisions of the clause.

32. **Action where no Specifications are specified.**

In the case of any class of work for which there is no such specifications, such work shall
be carried out in accordance with the Bureau of Indian Standards Specifications. In case
there are no such specifications in Bureau of Indian Standards, the work shall be carried
out as per manufacturers' specifications. In case there are no such specifications as
required above, the work shall be carried out in all respects in accordance with the
instructions and requirements of DIMTS.

33. **With-holding and lien in respect of sums due from contractor.**

(i) Whenever any claim or claims for payment of a sum of money arises out of or under the
contract or against the contractor, DIMTS shall be entitled to withhold and also have a lien
to retain such sum or sums in whole or in part from the security, if any deposited by the
contractor and for the purpose aforesaid, DIMTS shall be entitled to withhold the security
deposit, if any, furnished as the case may be and also have a lien over the same pending
finalization or adjudication of any such claim. In the event of the security being insufficient
to cover the claimed amount or amounts or if no security has been taken from the
contractor, DIMTS shall be entitled to withhold and have a lien to retain to the extent of
such claimed amount or amounts referred to above, from any sum or sums found payable
or which may at any time thereafter become payable to the contractor under the same
contract or any other contract, if any, with DIMTS pending finalisation of adjudication of
any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or
retained under the lien referred to above by DIMTS will be kept withheld or retained as
such by DIMTS till the claim arising out of or under the contract is determined by the
arbitrator(if the contract is governed by the arbitration clause)or by the competent
court,as the case may be, and that the contractor will have no claim for interest or
damages whatsoever on any account in respect of such withholding or retention
under the lien referred to above and duly notified as such to the contractor. For the
purposeof this clause, where the contractor is a partnership firm or a limited
company, DIMTS shall be entitled to withhold and also have alien to retain towards
such claimed amount or amounts in whole or in part from any sum found payable to
any partner/limited company as the case may be, whether in his individual capacity or
otherwise.

(ii) DIMTS shall have the right to cause an audit and technical examination of the works
and the final bills of the contractor including all supporting vouchers, abstract, etc., to
be made after payment of the final bill and if as a result of such audit and technical
examination any sum is found to have been overpaid in respectof any work done by the
contractor under the contract or any work claimed to have been done by him under the
contract and found not to have been executed, the contractor shall be liable to refund
the amount of over-payment and it shall be lawful for DIMTS to recove the same from
him in the manner prescribed in sub-clause (i) of this clause orin any other manner
legally permissible; andif it is found that the contractor was paidless than what was
due to him under the contract in respect of any work executed by him under it, such
amount shall be duly paid by DIMTS to the contractor, without any interest thereon
whatsoever.
Provided that DIMTS shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between DIMTS on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by DIMTS.

34 **Lien in respect of claims in other Contracts.**

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by DIMTS against any claim of DIMTS in respect of payment of a sum of money arising out of or under any other contract made by the contractor with DIMTS.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by DIMTS will be kept withheld or retained as such by DIMTS or the Government or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be, and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

35. **Supply of Water**

The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the condition that the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of DIMTS.

35.1 **Departmental water supply, if available.**

Water will not be made available to the contractor by DIMTS.

36. **Contractor’s Superintendence, Supervision, Technical Staff & Employees**

(i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper execution of the obligations under the contract.

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to DIMTS, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualification and experience shall not be fewer than as specified in Appendix to Bid. DIMTS shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of DIMTS shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from DIMTS and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any maintenance activity is in progress and also
present himself/themselves, as required, to DIMTS and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site at all times during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/checked measurements/test checked measurements. The representative(s) shall not look after any other work. In the event of absence of any of the representative(s) for more than two days, Substitutes duly approved by DIMTS in similar manner as aforesaid shall be provided by the Contractor.

If DIMTS, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a suitable recovery, equivalent to minimum wages of such supervisor (non-refundable), shall be deducted from the contractor monthly bill and the decision of DIMTS as recorded in the site order book and measurement recorded, checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable Principal technical representative and/or other technical representative(s), such appointed persons are not effectively present or are absent for more than two days without duly approved substitute being deployed or do not discharge their responsibilities satisfactorily, DIMTS shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) along with every on account bill/final bill and shall produce evidence if at any time so required by DIMTS.

(ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

DIMTS shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by DIMTS to be undesirable. Such person shall not be employed again at works site without the written permission of DIMTS and the persons so removed shall be replaced as soon as possible by competent substitutes.

37. Levy/Taxes payable by Contractor.

(i) All taxes in respect of this contract shall be payable by the contractor except Service tax which shall be reimbursed on actual paid basis on submission of tax paid voucher.

38. Conditions for reimbursement of levy/taxes if levied after receipt of tenders.
(i) All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the Constitution (46th Amendment Act, 1982), if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of DIMTS (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.

(ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of DIMTS and further shall furnish such other information/document as may be required from time to time.

(iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (Forty Sixth Amendment Act 1982), give a written notice thereof to DIMTS that the same is given pursuant to this condition, together with all necessary information relating thereto.

39. **Termination of Contract on death of contractor (in case of an individual).**
Without prejudice to any of the rights or remedies under this contract, if the contractor dies, DIMTS shall have the option of terminating the contract without compensation to the contractor.

40. **If the Relation Working in the Department.**
The contractor shall not be permitted to tender for works in DIMTS if he has any near relative posted in DIMTS in any capacity (any breach of this condition by the bidder would render him liable to be debarred for taking up works in DIMTS).
The term "near relatives" means wife, husband, parents and grandparents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

41. **Damage to advertisement kiosks/ fittings:**
To ensure that the Advertisement kiosks/ fittings fastened to the street light poles, if any, are not disturbed or damaged. Any damage or loss to the same shall be the liability of the contractor.

42. **Apprentices Act Provisions to be complied with.**
The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and DIMTS may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

43. **Release of Security Deposit after Labour clearance**
As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to DIMTS. Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer.

44. **Miscellaneous provisions**
   i) Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
   ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
iii) The Contractor shall notify DIMTS of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

iv) The Contractor shall be responsible for all obligations towards DIMTS/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.

v) The Contractor shall at all times indemnify and keep indemnified DIMTS against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

vi) The Contractor shall at all times indemnify and keep indemnified DIMTS against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by the Contractor’s employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor.

vii) The Contractor shall at all times indemnify and keep indemnified DIMTS against any and all claims by Employees, Workmen, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.

viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.

ix) It is acknowledged and agreed by all parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Contractor for any engagement in service or employment in any capacity in any office or establishment of the DIMTS.

45. **Laws Governing the Contract:**

   This contract shall be governed by the Laws of India for the time being in force. The Courts at Delhi/ New Delhi shall have the exclusive jurisdiction.
Annexure-AI

List of major Labour Laws applicable to establishments engaged in Maintenance work

Workmen Compensation Act, 1923
Payment of Gratuity Act, 1972
Employees' PF and Miscellaneous Provisions Act, 1952
Maternity Benefit Act, 1951
Contract Labour (Regulation and Abolition) Act, 1970
Minimum Wages Act, 1948
Payment of Wages Act, 1936
Equal Remuneration Act, 1979
Payment of Bonus Act, 1965
Industrial Disputes Act, 1947
Industrial Employment (Standing Orders) Act, 1946
Trade Unions Act, 1926
Child Labour (Prohibition and Regulation) Act, 1986
Inter-State Migrant Workmen's (Regulation of Employment and Conditions of Service) Act, 1979
The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 and the Cess Act of 1996
The Factories ACT. 1948.
SAFETY CODE

Safety Provisions for labour to be employed by the Contractor

All necessary personal safety equipment as considered adequate by the Engineer shall be available for use of persons employed on the Site and maintained in a condition suitable for immediate use; and the Contractor shall take adequate steps to ensure proper use of such equipment by those concerned.

The Contractor shall comply with all the precautions as required for the safety of the workmen.

(i) All workmen at site shall be provided with safety helmets and yellow/orange jackets. Workmen required on site during night hours shall be provided with fluorescent yellow jackets with reflective lopes.

(ii) Workers employed on poles for any job, shall be provided with protective footwear, protective goggles, safety belts and rubber hand gloves.

(iii) Those engaged in handling any material, which is injurious to the eyes, shall be provided with protective goggles.

(iv) Those engaged in welding works shall be provided with welder's protective eye-shield.

(v) Tower Wagon shall be provided for workmen for all work that cannot safely be done from the ground. When a ladder is used, an extra labourer shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable foot-holds and hand-holds shall be provided on the ladder, which shall be given an inclination not steeper than 1/4 to 1.

(vi) Safe means of access shall be provided to all other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 metres in length. The width between side rails in a rung ladder shall in no case be less than 30 cm for ladders up to and including 3 meters in length. For longer ladders the width shall be increased at least 6 mm for each additional 30 cm of length. Spacing of steps shall be uniform and shall not exceed 30 cm.

(vii) Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor shall provide all necessary fencing and lights to protect the public from accidents and shall be bound to bear the expenses of defending every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the Contractor be paid to compromise any claim by any such person.

a) No electric cable or apparatus, which is liable to be a source of danger other than a cable or apparatus used by operators, shall remain electrically charged.

b) All practical steps shall be taken to prevent danger to persons employed by DIMTS, from risk of fire or explosion.
(viii) Use of Tower Wagon and tackle including their attachments, anchorage and supports shall conform to the following:
These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good working order be regularly inspected and properly maintained.
(ix) Motors, gearing, transmission, electric wiring and other dangerous parts of Tower Wagon shall be provided with efficient safeguards; hoisting appliances shall be provided with such means as will reduce the risk of accident during descent of load to the minimum. Adequate precautions shall be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, working apparel such as gloves, sleeves and boots, as may be necessary, shall be provided. Workers shall not wear any rings, watches and carry keys or other material which are good conductors of electricity.
(x) All ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.
(xi) These safety provisions shall be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work location. Persons responsible for ensuring compliance with the Safety Code shall be named therein by the Contractor.
(xii) To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the Engineer or his Representative.
(xiii) Notwithstanding anything contained in conditions above, the Contractor shall remain liable to comply with the provisions of all acts, rules, regulations and bylaws for the time being in force in India and applicable in this matter.

The Contractor shall be responsible for observance, by his sub-contractors, of all the foregoing provisions.
Labour welfare Provisions

(i) First Aid:
At every workplace, there shall be maintained in readily accessible place first aid appliances including an adequate supply of sterilized dressings and sterilized cotton wool as prescribed in the Factory Rules of the State in which the work is carried on. The appliances shall be kept in good order and, in large work places; they shall be placed under the charge of a responsible person who shall be readily available during working hours.

(ii) Accommodation for Labor:
The Contractor shall during the progress of the work provide, erect and maintain necessary temporary living accommodation and ancillary facilities for labour at his own expense to standards and scales approved by the Engineer.

(iii) Drinking Water:
In every workplace, there shall be provided and maintained at suitable places easily accessible to labour, a sufficient supply of cold water fit for drinking. Where drinking water is obtained from an intermittent public water supply each workplace shall be provided with storage tanks where drinking water shall be stored.

(iv) Provisions of shelters during rest:
At every workplace, there shall be provided, free of cost, some place for rest for use of men and women labour.

(v) Awareness and Education of HIV/AIDS
The contractor shall provide/carryout HIV/AIDS awareness and training program to its labour and management, at least twice per year during the maintenance period.

(vi) Child Labour Prohibition
The contractor shall not employ Child Labour for any works or in any manner under the Contract at any time. In the event that the Contractor uses child labour, DIMTS may terminate the Contract.

(vii) Amendments:
DIMTS may, from time to time, add to, or amend these Rules and issue such directions as it may be considered necessary for the proper implementation of these Rules or for the purpose of removing any difficulty, which may arise in the administration thereof.
Part - 4

Special / Additional Conditions of Contract
Special / Additional Conditions of Contract

1. INSURANCE TO BE TAKEN BY THE TENDERER AND EMPLOYER TO BE INDEMNIFIED

1.1 Insurance of Works

The contractor shall effect contractor’s all risk insurance policy (CAR policy) in the joint names of DIMTS and the contractor, the name of the former being placed first in the policy, covering the following:

1.1.1 The Works at the contract price together with the materials for incorporation in the works at their replacement value.

1.1.2 All plants, machinery and equipment and other things brought to the site by the contractor at their replacement value.

The insurance shall be against all losses or damages from whatever causes, other than excepted risks, as defined in Clause II (vii) of Conditions of Contract, for which the contractor is responsible under the Contract. The insurance cover shall be for the period of contract and also for the period of maintenance, for loss or damage arising from a cause prior to commencement of the period of maintenance, and for any loss or damage, occasioned by the contractor in the course of any operations carried out for the purpose of complying with his obligations during maintenance contract period.

Such insurance shall be effected with an insurer and with terms approved by DIMTS. The contractor shall produce the policy or policies and the receipts for payment of the current premiums.

1.2 Third Party Insurance

Before commencing the execution of the Works, the contractor shall insure against the liability for any material or physical damage, loss or injury which may occur to any property or life including that of DIMTS or to any person, including any employee of DIMTS, by or arising out of the execution of the works or in the carrying out of the Contract. The sum insured will be for Rs. 10 lakhs, such insurance shall be effected with an insurer and in terms approved by DIMTS. The contractor shall produce before the Engineer-in-charge the policy or policies of insurance and the receipts of payment of the current premiums.

This third party insurance can either be included in the CAR policy or taken separately.

1.3 Workmen’s Insurance

DIMTS shall not be liable for any payment in respect of any damages or compensation payable according to law in respect or in consequence of any accident or injury or loss of life to any workman or other person in the employment of the contractor or any subcontractor.

1.4 Recovery from the contractor

Without prejudice to the other rights of DIMTS against the contractor in respect of such default, DIMTS shall be entitled to deduct from any sums payable to the contractor the amount of any damages, compensation costs, charges and other expenses paid by DIMTS and which are payable by the contractor under this clause.
1.5 Extension of time
The contractor, in case of rebuilding or reinstatement, shall be entitled to such extension of time for completion as the Engineer-in-charge may deem fit, but shall, however not be entitled to reimbursement by DIMTS of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.

1.6 Period of Policies
All the insurance covers mentioned above shall be kept alive during the complete period of the contract including maintenance period.

1.7 Damage to Persons and Property – DIMTS to be Indemnified
The contractor shall indemnify DIMTS against all losses and claims in respect of injuries or damage to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, except any compensation or damages for or with respect to:

1.7.1 The permanent use or occupation of land by the works or any part thereof.
1.7.2 The right of DIMTS to execute the works or any part thereof on, over, under, in or through any land.
1.7.3 Injuries or damage to persons or property resulting from any act or neglect of DIMTS, his agents, servants or other contractors, not being employed by the contractor or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents, such part of the compensations as may be just and equitable having regard to the extent of the responsibility of DIMTS, his servant or agent or other contractor, for the damage or injury.
Part - 5

Technical Specifications
Technical Specifications

GENERAL

Unless otherwise specified, all items contained in BOQ will be executed as per relevant BIS and CPWD Specifications. Some of the reputed makes/brands are specified in List of recommended makes below. Where no makes/brand names are suggested, the bidders will seek specific approval of the Engineer for using a particular make/brand.

TECHNICAL SPECIFICATION FOR GI OCTACONAL STREET LIGHTING POLES

Design:

The polygonal pole structure shall be designed to sustain basic wind speed of 47 m/sec, with 3 sec gust and measured at a height of 10 meters. The safety factor for wind load in ultimate limit state shall be taken as 1.5. The structure shall conform to IS 875-Part3:1987 relating to wind load on structures and also conform to BSEN 40-1:1992 relating to general construction.

The grade of steel used shall be 5-355 as per BSEN-10025 or equivalent Indian Standards. Manufacturing of poles shall be done out of Manufacturer supplies straight sheet to eliminate deformity due to decoiling of rolls.

Pole Shaft:

The pole shaft shall have polygonal (octagonal/hexagonal) cross section and shall be continuously tapered with single longitudinal welding. There shall not be any circumferential welding. The welding of pole shaft shall be done by submerged arc welding process. The base plate shall be fixed by welding to the pole shaft at two locations i.e. from inside and outside.

Bending of the sheet into polygonal shape shall be done through a CNC controlled, Laser aligned single blade bending process.

Foundation accessories will be as per IS 1367.

Door Opening:

Polygonal poles shall have door of suitable size at the elevation of 2500mm from the baseplate. The door shall be flush with locking facility. The pole shall be additionally reinforced with a welded steel section, so that the section at door is unaffected and undue bucking of the cut section is prevented.
Galvanization:

The poles shall be single dip, hot galvanized as per IS: 2629/IS 2633/IS 4759 standards with minimum coating thickness of 65 microns.

Base Flange:

The base plate shall be fabricated from steel plate free from laminations and mounted on RCC Foundation laid as per the drawing.

SPECIFICATION FOR STREET LIGHT FITTINGS

SCOPE:

The specification covers all pole mounted type street light fittings suitable for 150/250/400 watt HPSV (Tubular) or Metal halide lamps.

HOUSING:

The housing should be pressure die cast made of LM6 aluminium alloy.

MOUNTING: The luminaire should have both vertical (direct on pole) and lateral (side entry) mounting by means of spigot (diameter options from 42 to 70mm).

LAMP & REFLECTOR:

The lamp compartment should be totally sealed to satisfy IP66 (dust tight & water jet proof) class of ingress IP 66 protection. The lamp compartment should house the electrochemically brightened Aluminum Reflector, it should be covered with a Curved Toughened Glass Bowl which is safe and sturdy. The optical system should consist of POT(precision optic technology) reflector of anodised and brightened aluminium with ribs on it to have better light distribution. The lamp housing should be provided with flexible lamp positions to facilitate use of luminaire on varying road widths. The glass cover being permanently sealed from the bottom the luminaire should have top maintenance facility for lamp replacement. The restriking time for sodium vapour lamps should be less than 1 minute and for MH lamps up to 2 minutes.

CONTROL GEAR: The control gear consisting of Ballast, Capacitor, Ignitor should be mounted on a gear tray which is fixed on the top of the cover to ensure ease in maintenance and safe operations in adverse environment conditions. All electrical accessories have to be prewired upto the terminal block with proper sleeving.
BALLAST:

The ballast should be orthocyclically wound with higher quality enameled copper wire. Insulation paper should be used for better protection for lamp starting pulse and should be of open construction type.

IGNITOR:

The ignitor should be of semi-parallel ignition system with power consumption of <0.5 w and a maximum peak voltage of 4.5kv for reliable lamp ignition and operation throughout life, ignitor should be able to handle large load capacitance (2000pf to 2500 pf) Ignitor should be designed in such a way that it senses the lamp voltage and stop operations after ignition of lamps (stop circuit is provided).

CAPACITOR:

A minimum power factor of 0.95 isto be maintained.

AESTHETICS:

The Luminaire should be sleek in shape and elegant in its looks with different colour – options.

The fittings should conform to IS -- 2149 (latest) and IEC 598/ENEC60598 in respect of general & safety requirements. The Contractor/Supplier shall furnish Test Certificate from an approved test house for the protection clause IP — 66.

SPECIFICATIONS FOR STREET LIGHT SERVICE PILLAR (OUT DOOR TYPE)

Sheet Steel Pillar box to be used as Street lighting service Pillar and suitable for the installation on road side having the following specifications.
System: 415V, 3 Phase, 50 Hz, a.c. System

Construction:

(a) It should be robust in construction and capable of withstanding the vibration normally experienced due to vehicular traffic.
(b) The cubicle should be fabricated out of sheet of steel of thickness not less than 3.15 mm (10 SWG). In accordance with Indiab Standard.
(c) Hinged doors should be provided front and rear to enable installation and inspection of cable connection and other equipments.
(d) The canopy shall be given necessary slope for rain water to flow away.
Apron should be of angle iron ISA 50x50x6 frame covered with removable 12 SWG S. sheet on all sides.

Design: The cubical will be required to be mounted on brick cement, concrete plinths by the road side or in central verge and shall suitable for mounting of the feeder pillar.

Angle Iron Stand: It should be of angle iron ISA 75x75x6 of not less than 450 mm height to afford a strong supporting structure to the shell.

Weather proofing and ventilation: The canopy projects over the sides and doors and its sides are lower than the top of side sections of the shell. The side section are folded U to form a water drawing channel at its joints with doors and back section. The angle section from strong stopper to the doors, which makes the shell inaccessible to rain water. This also gives a slight gap (3.0 mm) between the side and canopy to facilitate ventilation. Louvers in adequate numbers at the bottom of the side sections of the shell.

Accessibility: The doors on front as well as the back can be opened and locked only by special keys and visual indication of lock and latch in the open of cables can be carried out at the back as required and inspection/ removal/ replacement of fuses can be carried out from the front side.
In addition two G.I. pad locks, lock 50 mm one in front and one in hack doors should be welded in the shutter and will be in lock, position by fixing its neck portion in the eye fixed on the other sides.

Bus-Bar: The inter connection between Incomer MCCB, MCB’s should be solid aluminium conductor cable/ copper conductor wire.

(a) MCCB: Shall confirm to IS 13947 (Part II) IEC- 947 (2) in all respect with rotary handle, overload setting of 80% to 100%. (b)MCB’s: Shall be of ‘B’ series 10 KA rupturing capacity and shall confirm to IS 8828-1978.

Earthing: Provision for double earthing of the cubical shall be made by means of two galvanized iron bolts and nuts and washer of size 38 mmx2 mm on either side of the apron at suitable place. However two galvanized bolts arid nuts should be connected internally with the hole of an earthing strip to make continuous earthing of service pillar.

Finishing: The teat material used in the construction of shell should have undergone a vigorous rust proofing, degreasing and de-scaling process. After material treatment, the cubical should be
powder coated with blue color paint. The painting should be such that it can withstand to weather conditions for out-door installation for a period of 5 years without any deterioration/rusting. This should be guaranteed by the supplier.

In addition to the above, the following is also to be included:

(i) The built locking arrangement comprising of vertical round bar should be provided as is generally provided in steel almirah along with handle.
(ii) The door-handle should be rectangular in shape and made out of 12 mm MS round.
(iii) 'U' channels provided on front and rear side of the canopy should be of minimum 20 mm width.

The upper top of the cubicle will have projection all around to prevent rain falling directly and complete with rubber gasket all around the two doors. The lower part will be made of angle frame with removable cover on the front side.

The hosing will be complete with the following:
Aluminium bus-bars of 200 Amp for 3 phase to be connected to incoming and outgoing ckt's. The bus-bars will be taped with insulating PVC tape and colour will be red, yellow and blue. The three bus-bars ends of the bus-bars to be bent. The neutral bus-bar of 100 Amp shall be provided. 3 insulated Backelite fire barriers of 5 mm thickness between incoming outgoing ckt's. Barriers between phases are also to be provided. 3 Nos. earthing bolts are to be fixed at suitable place to clamp with bolts for holding out-going cables.

NOTE: The drawing must be got approved before supply.

SPECIFICATION FOR L.T CABLES

GENERAL
L.T. Cables shall be supplied, inspected, laid tested and commissioned in accordance with drawings, specifications, relevant Indian Standards specifications and cable manufacturer’s instructions. The cable shall be delivered at site in original drums with manufacturer’s name clearly written on the drums. The recommendations of the cable manufacturer with regard to jointing and sealing shall be strictly followed.

MATERIALS
The L.T. Power cables shall be XLPE insulated PVC sheathed type aluminium conductor armoured cable conforming to IS: 7098: 1988 (Part-I) with up to date amendments where as control cable shall be XLPE insulated and PVC sheathed copper conductor armoured unarmoured cable conforming to IS:7098 (Part-I) 1988.
INSTALLATION OF CABLES
Cables shall be laid directly in ground, pipes, masonry ducts, on cable tray, surface floor/ceiling etc. as indicated on drawings and/or as per the direction of Engineer-In-Charge. Cable laying shall be carried out as per CPWD specifications.

INSPECTION
All cables shall be inspected at site and checked for any damage during transit.

JOINTS IN CABLES
The Contractor shall take care to see that the cables received at site are apportioned to various locations in such a manner as to ensure maximum utilisation and avoiding of cable joints. This apportioning shall be got approved from Engineer-In-Charge before the cables are cut to lengths.

LAYING CABLES IN GROUND
Cables shall be laid by skilled experienced workmen using adequate rollers to minimize stretching of the cables. The cable drums shall be placed on jacks before unwinding the cable. With great care it shall be unrolled on over wooden rollers placed in trenches at intervals not exceeding 2 metres. Cables shall be laid at depth of 0.75 metres below ground level. A cushion of sand total of 250mm shall be provided both above and below the cable, joint boxes and other accessories. Cable shall not be laid in the same trench or alongside a water main.

The cable shall be laid in excavated trench over 80mm layer of sand cushion. The relative position of the cables, laid in the same trench shall preserved. At all changes in direction in horizontal and vertical planes, the cables shall be bent smooth with a radius of bent not less than 12 times the diameter of cables. Minimum 3 metre long loop shall be provided at both end of cable.

Distinguishing marks may be made on the cable ends for identifications of phases. Insulation tapes of appropriate voltage and in red, yellow and blue colours shall be wrapped just below the sockets for phase identifications.

EXCAVATION & BACK FILL
All excavation and back fill required for the installation of the cables shall be carried out by the Contractor in accordance with the drawings and requirements laid down elsewhere. Trend shall be dug true to line and grades. Back fill for trenches shall be filled in layer not exceeding 150mm. Each layer shall be properly rammed and consolidated before laying the next layer.

The Contractor shall restore all surface, roadways, sidewalks, kerbs wall or the works cut by excavation to their original condition to the satisfaction of the Engineer-In-Charge.

TESTING OF CABLES
Prior to installation, burying of cables, following tests shall be carried out. Insulation test between phases, phase & neutral, phase & earth for each length of cable.
a. Before laying.
b. After laying.
c. After jointing.

On completion of cable laying work, the following tests shall be conducted in the presence of the Engineer-In-Charge.
a. Insulation Resistance Test (Sectional and overall).
b. Continuity Resistance Test.
c. Earth Test.

All tests shall be carried out in accordance with relevant Indian Standard code of practice and Indian Electricity Rules. The Contractor shall provide necessary instruments, equipments and labour for conducting the above tests & shall bear all expenses of conducting such tests.

**List of recommended makes**

The following make for the items given below shall be used:-

i) HPSV/ MH/ CDMT Lamps of 150W/250W/400W Philips

ii) Luminaries: 150W Keslec Shreder MC3/ Philips –Velocity

iii) Luminaries: 400W Keslec Shreder MC3/ Philips -Velocity

iv) Zebra Light Luminaries: 250W Keslec Shreder- Saturn Zebra or equivalent

v) MCB/MCCB/Contactor Siemens/ L&T/ Havells/ Legrand

vi) Cables CCI/ Finolex/ Skytone/ Havells/ Polycab

vii) Wire Finolex/ Skytone/ Havells/Polycab

viii) Timer Legrand- Astro Timer

ix) Choke/ ignitor/ capacitor Philips

x) GI Octagonal Poles Bajaj, Surya, Paruthi

In case of any deviation of makes prior approval of the same shall be obtained as per terms and conditions of the Tender document. Sufficient quantity of all materials should be kept by the contractor in his stock.
Part 6

Bill of Quantities
Form of Bid and Appendix to Bid
FORM OF BID
(Reference: Section 1-Instruction to Bidders)

Name of the contract:-

The General Manager (Services),
Delhi Integrated Multi-Modal Transit System Ltd.,
1st Floor, Maharana Pratap I.S.B.T. Building,
Kashmere Gate, Delhi-110006

Dear Sir,

1. Having examined the Instructions to Bidders, Conditions of Contract, Appendix to Bid, Specifications, Bill of Quantities, and Addenda for the execution of the above named works, we, the undersigned, offer to execute and complete such works and remedy any defects therein in conformity with the Conditions of Contract, Appendix to Bid, Specifications, Bill of Quantities, and Addenda for the sum of Rs……………./-

2. We acknowledge that the Appendix to Bid forms part of our Bid.

3. We undertake, if our Bid is accepted, to commence the Works on Site within the period stated in the Appendix to Bid hereto after receipt of an order of the Engineer’s notice to commence and to maintain the whole of the Work of one year comprised in the Contract within the period.

4. If our Bid is accepted, we will furnish Performance Security/(ies) in the form, as specified in bid documents, in accordance with the Conditions of Contract.

5. We agree to abide by this Bid for the period of 60days (Ninety days) after the last date for submission of bids, and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extension thereof.

6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereto, shall constitute a binding contract between us.

7. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this ........................ Day of ...........................................2014

Signature...........................................................................
In the capacity of ..............................duly authorized¹ to sign Bid for and on behalf of ..............................
Address (in block capitals) ..............................................................................................
Name of Witness.............................................................
Occupation of the Witness................................................
Address of Witness..........................................................
Signature of Witness ..........................................................

¹Certified copy of Power of Attorney/Authorization for signature shall be furnished by the Contractor in accordance with Clause 20 of Instruction to Bidders(Section 1)
## Appendix to Bid

<table>
<thead>
<tr>
<th>S. No.</th>
<th>GCC Clause No.</th>
<th>Items</th>
<th>Particular Condition for this Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3</td>
<td>Damages/ Disincentive for Performance below 100%</td>
<td>Authority for deciding compensation for delay : MD &amp; CEO, DIMTS Ltd</td>
</tr>
<tr>
<td>2</td>
<td>7</td>
<td>Duration of contract</td>
<td>12 Months from date of commencement</td>
</tr>
<tr>
<td>3</td>
<td>11</td>
<td>Payment of Intermediate Certificates</td>
<td>Payment will be made on monthly basis.</td>
</tr>
<tr>
<td>4</td>
<td>16</td>
<td>Materials supplied by DIMTS</td>
<td>No material shall be supplied by the DIMTS</td>
</tr>
<tr>
<td>5</td>
<td>16</td>
<td>Materials to be provided by Contractor</td>
<td>All material to be provided by contractor. The contractor should maintain one month requirement as stock with him always, so that no light should remain off for more than 24 hrs.</td>
</tr>
<tr>
<td>6</td>
<td>18</td>
<td>Determination of market rates</td>
<td>Contractor’s profit and overheads 15% shall be applied while determining market rates on the basis of cost of material &amp; labour at site</td>
</tr>
<tr>
<td>7</td>
<td>21</td>
<td>Action in case work not done as per specifications- Authority to accept work at reduced rates</td>
<td>MD &amp; CEO, DIMTS Ltd.</td>
</tr>
<tr>
<td>8</td>
<td>36</td>
<td>Contractor’s Superintendence, Supervision, Technical Staff &amp; Employees</td>
<td>Project Manager/Project Engineer, Electrical Supervisor should be qualified and have adequate experience in maintenance of electrical system as indicated in the Instructions to Bidders. Electrician should have ITI certificate with adequate experience in maintenance of electrical system.</td>
</tr>
</tbody>
</table>
Bill of Quantities
PREAMBLE

1. The Bill of Quantities shall be read in conjunction with the instructions to Bidders, General Conditions of Contract, Appendix to Bid, Technical Specifications and, Schedules, Annexure and Addenda.

2. The quantities given in the Bill of Quantities are estimated and provisional and are given to provide a common basis for binding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Employer and valued at the rates and prices as the Employer may fix within the terms of the Contract.

3. The rates and prices bid in the priced Bill of Quantities, expect insofar as it is otherwise, provided under the Contract, include all constructional plant, labour, supervision, materials, all temporary works and false works, erection, maintenance, insurance, establishment and over head charges, profit, taxes and duties together with all general remedy of any defects except the Service Tax (if applicable) which shall be reimbursed on actual paid basis on submission of invoice.

4. The rates and prices shall be quoted entirely in Indian Rupee Currency.

5. The rate or price shall be entered both in figures and works against those items in the Bill of Quantities, for which the quantities are given. The cost of items against which the Contractor has failed to enter a rate or price shall be deemed to have been covered by other rates and prices entered in the Bill of Quantities. However, rates are not to be quoted against those items for which quantities are not given.

6. The whole cost of complying with provisions of the Contract shall be deemed to have included in the items provided in the priced Bill of Quantities.

7. General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering rates or prices against each item in the priced Bill of Quantities.

8. The method of measurement of completed work for payment shall be in accordance with the requirements as stated in the individual sections of the Technical Specifications.

9. Errors will be corrected by the Employer for any arithmetical errors pursuant to clause 27 of the Instructions to Bidders.
# ABBREVIATIONS

<table>
<thead>
<tr>
<th>Abbreviations</th>
<th>For</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rs or RS</td>
<td>Indian Rupees</td>
</tr>
<tr>
<td>LS or L.S or SUM</td>
<td>Lump Sum</td>
</tr>
<tr>
<td>Nr. or No. or Nos.</td>
<td>Number(s)</td>
</tr>
<tr>
<td>Lm or LM or lm</td>
<td>Linear Metre</td>
</tr>
<tr>
<td>M</td>
<td>Metre</td>
</tr>
<tr>
<td>KM or km</td>
<td>Kilometre</td>
</tr>
<tr>
<td>Hct. Or Hct</td>
<td>Hectare</td>
</tr>
<tr>
<td>m² or sq.m or sqm</td>
<td>Square Metre</td>
</tr>
<tr>
<td>m³ or cum or cu.m or Cum</td>
<td>Cubic Metre</td>
</tr>
<tr>
<td>cc. or c³ or cu.cm or cucm</td>
<td>Cubic Centimetre</td>
</tr>
<tr>
<td>cum. Km. Or cum km</td>
<td>Cubic Metre Kilometre</td>
</tr>
<tr>
<td>KG or kg or Kg</td>
<td>Kilogram</td>
</tr>
<tr>
<td>mt or t or T or tone</td>
<td>Metric Tonne</td>
</tr>
<tr>
<td>HP</td>
<td>Horse Power</td>
</tr>
<tr>
<td>IRC</td>
<td>Indian Roads Congress</td>
</tr>
<tr>
<td>IS</td>
<td>Indian Standard</td>
</tr>
<tr>
<td>P.O.L. or POL</td>
<td>Petroleum, Oil &amp; Lubricants</td>
</tr>
</tbody>
</table>
## Bill of Quantities

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Length of BRT corridor on which the streetlights to be maintained</td>
<td>Total length is 14.5 KM from Ambedkar Nagar to Delhi Gate.</td>
</tr>
<tr>
<td>2.</td>
<td>Street Light Points</td>
<td>Street light Network including fixtures, poles, cabling, service pillars (feeder pillars) provided on the corridor.</td>
</tr>
<tr>
<td>3.</td>
<td>Service Pillars or distribution panels</td>
<td>Service pillars have been installed at about every one KM on both sides of the road.</td>
</tr>
<tr>
<td>4.</td>
<td>Preventive Maintenance</td>
<td>It should be done as per relevant ISI code and as per IS 1944 (part I &amp;II) 1970 code of practice for lighting of public thorough fares as mentioned at Appendix D of General Specification for Electrical works (Part-I Internal), 2005 as relevant to external EI works and Appendix –C of General Specification of External works, 1994, and as per ISI Code for poles. It shall be done as per any other Indian Standards or international code.</td>
</tr>
<tr>
<td>5.</td>
<td>Maintenance During Night</td>
<td>Due to traffic rush in BRT Corridor, it is possible that contractor may not be able to bring tower wagon during day time for maintenance jobs. In that case contractor may have to attend such maintenance job which requires Tower Wagon during night i.e. 11 PM to 5AM.</td>
</tr>
<tr>
<td>6.</td>
<td>Damaged Poles</td>
<td>If any pole is damaged due to any accident, FIR shall be filed by the contractor in the nearest police station. Contractor should shift the damaged pole / arm / light fixture as directed by DIMTS.</td>
</tr>
<tr>
<td>7.</td>
<td>Prevention of electricity theft</td>
<td>Take all necessary measures to prevent theft of electricity from the Street Light poles / feeder pillars and other related points.</td>
</tr>
</tbody>
</table>
A. Poles:

<table>
<thead>
<tr>
<th>S. No</th>
<th>Description of poles</th>
<th>Maintenance required</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Octagonal poles with single over hang / double overhang arms with two fittings at 12 Mtr / 6mtr height, with integrated connector box containing MCB, neutral link &amp; earth terminal &amp; opening for cables</td>
<td>General cleaning as routine maintenance including tightening of MCB terminals or replacement of MCB’s in case of damage or short circuit. Shifting of any accidental damaged pole from site to store for which report to be filed in police station by contractor.</td>
</tr>
<tr>
<td>II</td>
<td>Semi High mast octagonal poles as above with suitable arrangement for 3 nos flood light luminaries at road junction/ crossings containing 3 nos 5 Amp MCBS</td>
<td>Zebra light poles are already painted black &amp; yellow will require paint once in contract period at the discretion of DIMTS.</td>
</tr>
<tr>
<td>III</td>
<td>Octagonal poles with single / double over hang arms with integrated connector box containing MCB neutral link &amp; earth terminal.</td>
<td>In case of High Mast, lowering the lantern carriage for maintenance etc as per the instruction of Engineer in Charge.</td>
</tr>
<tr>
<td>IV</td>
<td>Octagonal poles with single / double over hang arms with two fittings at 10 Mtr / mid height, with integrated connector box containing MCBs, neutral link &amp; earth terminal &amp; opening for cables</td>
<td></td>
</tr>
<tr>
<td>V</td>
<td>Zebra light pole with 1.5 meter bracket with integrated connector box containing MCB, neutral link &amp; earthing terminal</td>
<td></td>
</tr>
<tr>
<td>VI</td>
<td>High mast octagonal pole 25 Mtr with suitable arrangement for 8 nos flood light luminaries at road junction/crossings</td>
<td></td>
</tr>
</tbody>
</table>
### B. Luminaries

<table>
<thead>
<tr>
<th>S. No</th>
<th>Description</th>
<th>Wattage of luminaries &amp; mounting</th>
<th>Maintenance required</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>400 watt, HPSV (High pressure sodium vapour) Light fitting with choke, ignitor and capacitor mounted on above 12 m / 6 m high pole on top</td>
<td>Routine maintenance like general cleaning, tightening of connection etc including replacement of any part during breakdown or fused lamps.</td>
<td></td>
</tr>
<tr>
<td>II</td>
<td>400 watt, Flood Light fitting with choke, ignitor and capacitor on Junction high mast.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>III</td>
<td>150 watt MH (Metal Hallide) fitting complete with switchgear mounted on 12 m / 6 m poles at 6 meter height on bracket</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IV</td>
<td>150 watt HPSV (High pressure sodium vapour) fitting with complete switchgear mounted on above 12 m / 10 m high pole on bracket</td>
<td></td>
<td></td>
</tr>
<tr>
<td>V</td>
<td>250 watt MH (metal Hallide) luminaire or CDMT (Creamic Discharge metal tube) with complete switch gear on above 6 meter high poles with 1.5 meter zebra bracket</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VI</td>
<td>Decorative fittings (Wing Lights)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### C. Cables

<table>
<thead>
<tr>
<th>S. No</th>
<th>Description</th>
<th>Quantity</th>
<th>Maintenance to be carried out</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>2 core 25 sq mm armoured PVC aluminium cable</td>
<td>75,000 meters</td>
<td>Routine &amp; any breakdown. Replacement due to damage in such a way that too many joints are avoided.</td>
</tr>
<tr>
<td>2.</td>
<td>Street light service pillars with Auto control timer, conductor, HRC fuses &amp; MCB etc</td>
<td>40 nos</td>
<td>Routine &amp; any breakdown. In case of Breakdown the part should be replaced with same make or the reputed make.</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Quantity</td>
<td>Details</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------------------------------</td>
<td>------------</td>
<td>-------------------------------------------------------------------------</td>
</tr>
<tr>
<td>3</td>
<td>3.5 core 95 sq mm aluminium conductor cable armoured in ground covering with sand &amp; brick</td>
<td>2,800 meters</td>
<td>Routine &amp; any breakdown. Cable to be replaced with same make or reputed make.</td>
</tr>
<tr>
<td>4</td>
<td>8 SWG G.I wire for earth connection to poles &amp; feeder pillars</td>
<td>32,000 meters</td>
<td>Routine &amp; any breakdown. GI wire to be used of same make or reputed makes.</td>
</tr>
<tr>
<td>Type of Pole</td>
<td>No. of Poles</td>
<td>400 Watt</td>
<td>150 watt</td>
</tr>
<tr>
<td>----------------------</td>
<td>--------------</td>
<td>----------</td>
<td>----------</td>
</tr>
<tr>
<td>12 Mtr Pole</td>
<td>254</td>
<td>254</td>
<td>254</td>
</tr>
<tr>
<td>6 Mtr pole+ variation</td>
<td>336</td>
<td>10</td>
<td>336</td>
</tr>
<tr>
<td>Zebra Light Pole</td>
<td>67</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Semi High Mast</td>
<td>9</td>
<td>27</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>666</strong></td>
<td><strong>291</strong></td>
<td><strong>590</strong></td>
</tr>
<tr>
<td>Total No. of points</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**MOOLCHAND TO DELHI GATE**

<table>
<thead>
<tr>
<th>Type of Pole</th>
<th>No. of Poles</th>
<th>400 Watt</th>
<th>150 watt</th>
<th>250 watt</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 Mtr Pole</td>
<td>342</td>
<td>451</td>
<td>230</td>
<td></td>
</tr>
<tr>
<td>6 Mtr pole</td>
<td>428</td>
<td></td>
<td>428</td>
<td></td>
</tr>
<tr>
<td>6 Mtr variation pole</td>
<td>21</td>
<td>21</td>
<td>137</td>
<td></td>
</tr>
<tr>
<td>10 Mtr Pole</td>
<td>86</td>
<td></td>
<td>60</td>
<td>81</td>
</tr>
<tr>
<td>Zebra Light Pole</td>
<td>85</td>
<td></td>
<td></td>
<td>85</td>
</tr>
<tr>
<td>Semi High Mast</td>
<td>23</td>
<td>69</td>
<td></td>
<td></td>
</tr>
<tr>
<td>High Mast 25 mtr</td>
<td>1</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wing Light</td>
<td>37</td>
<td></td>
<td>37</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>963</strong></td>
<td><strong>549</strong></td>
<td><strong>892</strong></td>
<td><strong>166</strong></td>
</tr>
<tr>
<td>Total No. of points</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total No. of Poles</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total No. of Points</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total No. of Poles = 1,689

Total No. of Points= 2,555
## Bill Of Quantity

**Sub:** Implementation of BRT Corridor Project from Ambedkar nagar to Delhi Gate  
**SH:** Annual Maintenance Contract for Street light in BRT Corridor for year 2014-15.

<table>
<thead>
<tr>
<th>S.NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>Rate in Figures (Rs.)</th>
<th>Rate in Words (Rs.)</th>
<th>AMOUNT (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>PART-I</strong> Maintenance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Maintenance of Street light poles, high mast, zebra light poles, light fixtures, lamps, chokes, ignitor, cables, wires, MCB's, earthing, earthing strip, earth wire, Service Pillar (Feeder Pillar) including all accessories such as MCB, MCCB's bus bars, HRC fuses, rewirable fuses, contactor, timers, connector, wires, glands, thimbles etc. except accessories of street light monitoring system, as per the instruction of Engineer in Charge. The rate includes painting of zebra light poles once in a year or part thereof, cleaning of poles, feeder pillars, light fixtures, replacement of worn out wires cables, accessories including pilferage/theft if any, cost for arranging Tower wagon for maintenance, cable fault locator equipment and all required tools are to be arranged during maintenance as required.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>For one year 2014-15 (street light points 2555 x 12)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>30660</td>
</tr>
<tr>
<td></td>
<td><strong>Total Part-I</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Part-II</td>
<td>Unit Rates for Accidental items</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.0</td>
<td>Supplying, installing, testing &amp; commissioning of 12mtr long single dip Galvanised steel octagonal poles with welded base plate (320x320x20mm) integrated connector box inside the pole containing two no. 5A MCB, Neutral link and earth terminal i/c transportation, handling, marking etc. as per specification and drawings.</td>
<td>each</td>
<td>30</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.0</td>
<td>Supplying &amp; installing testing &amp; commissioning of 6mtr long single dip Galvanised steel octagonal pole with welded base plate (220x220x12mm) integrated connector box inside the pole containing one no. 5A MCB, Neutral link and earth terminal i/c transportation, handling and marking etc. as per specification and drawings.</td>
<td>each</td>
<td>32</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.0</td>
<td>Supplying &amp; installing 12mtr long single dip Galvanised steel Semi High Mast octagonal poles with welded base plate (370x370x25mm) integrated connector box inside the pole containing three no. 5A MCB, Neutral link and earth terminal i/c transportation, handling, and marking etc. as required with suitable arrangement for mounting 3 nos. flood lights luminaires at road junction/ crossing as per specifications and drawings.</td>
<td>each</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.0</td>
<td>Supply, installation, testing and commissioning of single dip galvanized steel double over hang 1.5m brackets at top of 12 Mtr pole as per specs of BRT corridor complete with all fixing arrangements as required.</td>
<td>each</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.0</td>
<td>Supply, installation, testing and commissioning of single dip galvanized steel single over hang brackets at top of 12 Mtr pole as per specs of BRT corridor complete with all fixing arrangements as required.</td>
<td>each</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.0</td>
<td>Supply, installation, testing and commissioning of single dip galvanized steel single over hang brackets for 150watt fixture at 6mtr height on pole as per specs of BRT corridor complete with all fixing arrangements as required.</td>
<td>each</td>
<td>52</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.0</td>
<td>Supply, installing and energising The zebra poles are been designed using shaft of 100mm square section and shall be continuously welded with the single longitudinal weld. The poles shaft shall be welded with the base plate of size 300mm X 300mm X 20mm thickness with the provision for fixing 4 foundation bolts of size M20. The zebra lighting pole shall have door at the elevation of 500mm from the base plate. The door shall be vandal resistance and shall be flushed with the exterior surface and shall have suitable locking arrangement. The pole shall be adequately strengthened at the location of doors to compensate for the loss in section. The pole section will be 6 mtrs height and 1.5 mtrs overhang bracket of 4mm thick MS square section. The pole shall be having a junction box with 32 Amps, 4 way heavy duty connector fixed inside. The pole shall be washed primered and painted in golden yellow colour with black painted strips. Height of pole is 6mtrs G.I with 1.5mtrs bracket complete set as above.</td>
<td>each</td>
<td>8</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>8.0</td>
<td>supply &amp; drawing 2.5 sqmm single core copper wire 2 nos. inside the GI Octagonal pole from connector box to the HPSV fitting including connections with thimbles as reqd. in 12m pole at 12m height.</td>
<td>set</td>
<td>70</td>
<td></td>
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<tr>
<td></td>
<td>Description</td>
<td>Unit</td>
<td>Quantity</td>
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<tr>
<td>9.0</td>
<td>supply &amp; drawing 2.5 sqmm single core copper 2 nos. wire inside the pole from connector box to the fixture at 6m height including connections with thimbles as reqd. fo.</td>
<td>set</td>
<td>130</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>10.0</td>
<td>supply &amp; drawing 2.5 sqmm single core copper 6 nos. wire inside the Semi High Mast pole from connector box to the HPSV fitting including connections with thimbles as reqd. in 12m pole for 3 nos. luminaires.</td>
<td>set</td>
<td>1</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>11.0</td>
<td>Providing and laying in position 1:2:4 reinforced cement concrete foundation, for 12 mtr high Octagonal pole, of size 650mm(L)X650mm(W)X 2200mm deep i/c excavation of earth, providing, cutting, bending and placing in position reinforcement as per drawing and providing pipe for cable entry and exit as required and providing and fixing of foundation bolts as required and as per specification &amp; drawing on ground surface including back filling and cleaning extra earth/ malba.</td>
<td>set</td>
<td>4</td>
<td></td>
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</tr>
<tr>
<td>12.0</td>
<td>Providing and laying in position 1:2:4 reinforced cement concrete foundation, for 6 mtr high Octagonal pole, of size 650mm(L)X650mm(W)X 1800 mm deep i/c excavation of earth, providing, cutting, bending and placing in position reinforcement as per drawing and providing pipe for cable entry and exit as required and providing and fixing of foundation bolts as required and as per specification &amp; drawing on ground surface including back filling and cleaning extra earth/ malba.</td>
<td>set</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S.No.</td>
<td>Description</td>
<td>Quantity</td>
<td>Unit</td>
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<tr>
<td>13.0</td>
<td>Providing and laying in position 1:2:4 reinforced cement concrete foundation, for 12 mtr high mast Octagonal pole, of size 650mm(L)X650mm(W)X 2200mm deep i/c excavation of earth, providing, cutting, bending and placing in position reinforcement as per drawing and providing pipe for cable entry and exit as required and providing and fixing of foundation bolts as required and as per specification &amp; drawing on ground surface including back filling and cleaning extra earth/ malba.</td>
<td>each 1</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>14.0</td>
<td>Providing and laying in position 1:2:4 reinforced cement concrete foundation, for 6 mtr high Zebra Pole, of size 650mm(L)X650mm(W)X 1800 mm deep i/c excavation of earth, providing, cutting, bending and placing in position reinforcement as per drawing and providing pipe for cable entry and exit as required and providing and fixing of foundation bolts as required and as per specification &amp; drawing on ground surface including back filling and cleaning extra earth/ malba.</td>
<td>each 2</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>15.0</td>
<td>Supply, installing and energising 400 W HPSV Street Light Fittings dust , moisture &amp; insect proof with IP-66 protection, complete with choke, ignitor, capacitor etc with 400 W HPSV Neon-T Lamp on existing 12 Mtr poles including transportation &amp; connection etc.</td>
<td>each 50</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>16.0</td>
<td>Supply, installing and energising 150W MH Street Light Fittings dust , moisture &amp; insect proof with IP-66 protection, complete with choke, ignitor, capacitor etc with 150 W MH Lamp on existing 12 Mtr poles &amp; 6 mtr poles at 6mtr height including transportation &amp; connection etc.</td>
<td>each 70</td>
<td></td>
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<tr>
<td></td>
<td>Description</td>
<td>Unit</td>
<td>Quantity</td>
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<tr>
<td>17.0</td>
<td>Supply, installing and energising of flood light fitting with 1x400 watt HPSV lamp, dust, moisture &amp; insect proof with highly polished anodised aluminium reflector, toughned glass cover and complete with switchgear including 400 w HPSV lamp etc on existing 12m Mast.</td>
<td>each</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18.0</td>
<td>Supply, installation and energisation of 250W Zebra Light Fixture (IP-66) made out of cast aluminium supporting ring, colored aluminium upper hemisphere, lower clear PMMA lower hemisphere provided with black strips, integral control gear and equipped with specially made dispersive reflector to provide maximum lighting in a plain perpendicular to the roadway center line. Reflector to be made out of special grade pre anodized aluminium sheet. Complete optical unit to provide a maximum contrast against the surrounding complete with 250W CDMT lamp.</td>
<td>each</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19.0</td>
<td>Supplying, laying, testing &amp; commissioning of 6SWG GI wire on surface or recess</td>
<td>M</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20.0</td>
<td>Supplying and laying of 2 core 25mm2 armoured pvc aluminium cable 1.1kv grade ISI marked in existing HDPE/RCC pipe and connecting the cable in the pole with connector box as reqd.</td>
<td>M</td>
<td>500</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21.0</td>
<td>Supplying and laying of 4 core 95mm2 armoured XLPE aluminium cable 1.1kv grade ISI marked in existing HDPE/RCC pipe and connecting the cable in the pole with connector box as reqd.</td>
<td>M</td>
<td>50</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22.0</td>
<td>Supply of 4” dia HDPE DWC pipe</td>
<td>M</td>
<td>150</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23.0</td>
<td>Laying of 4”dia HDPE DWC pipe with manual excavation and back filling</td>
<td>M</td>
<td>150</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>24.0</td>
<td>Supply and fixing of CG box cover on existing fixture 400w/150w as required.</td>
<td>each</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25.0</td>
<td>Providing &amp; fixing of following items in the existing 400 W HPSV Street Light Fittings including dismantling, transportation etc as required.</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>a) HPSV Lamp 400W</td>
<td>each</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Choke 400 W suitable for HPSV Lamp 400W</td>
<td>each</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) Ignitor suitable for HPSV Lamp 400W</td>
<td>each</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26.0</td>
<td>Providing &amp; fixing of following items in the existing 150 W MH Street Light Fittings including dismantling, transportation etc as required.</td>
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<td></td>
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</tr>
<tr>
<td></td>
<td>a) MH Lamp 150W</td>
<td>each</td>
<td>15</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Choke 150 W suitable for HPSV Lamp 150W</td>
<td>each</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) Ignitor suitable for MH Lamp 150W</td>
<td>each</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>27.0</td>
<td>Providing &amp; fixing of following items in the existing 250 W MH Zebra Light Fittings including dismantling, transportation etc as required.</td>
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<tr>
<td></td>
<td>a) CDMT Lamp 250W</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>each 5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Choke 150 W suitable for CDMT Lamp 250W</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>each 5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) Ignitor suitable for CDMT Lamp 250W</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>each 5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>28.0</td>
<td>Credit for old damaged octagonal poles 12 Mtr. height i/c dismetalling &amp; transportation of pole as required.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>each 31</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>29.0</td>
<td>Credit for old damaged poles 06 Mtr. height i/c dismetalling &amp; transportation of pole as required.</td>
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<td></td>
<td></td>
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<tr>
<td></td>
<td>each 40</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td><strong>Total Part-II</strong></td>
<td></td>
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</tr>
<tr>
<td></td>
<td><strong>Total Part-I + Part-II</strong></td>
<td></td>
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</tbody>
</table>
Part 7 – Tender Drawings
### OCTAGONAL POLE 6 MTR WITH FOUNDATION

<table>
<thead>
<tr>
<th>Length of pole (in mtr)</th>
<th>Top Dia (in mm)</th>
<th>Bottom Dia (in mm)</th>
<th>Base plate (in mm)</th>
<th>Foundation bolt size (in mm)</th>
<th>Plate thickness (in mm)</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.00</td>
<td>70</td>
<td>130</td>
<td>220x220x12</td>
<td>4x20 dia</td>
<td>3 mm</td>
</tr>
</tbody>
</table>
Octagonal Pole 12 Mtr with Foundation.

<table>
<thead>
<tr>
<th>Length of pole (in Mtr)</th>
<th>Top Dia (in mm)</th>
<th>Bottom Dia (in mm)</th>
<th>Base plate (in mm)</th>
<th>Foundation bolt size (in mm)</th>
<th>Plate thickness (in mm)</th>
</tr>
</thead>
<tbody>
<tr>
<td>12.00</td>
<td>90</td>
<td>240</td>
<td>320x320x20</td>
<td>4x25 dia</td>
<td>3 mm</td>
</tr>
</tbody>
</table>
METHOD OF PIPE EARTHING

NOT TO SCALE

1. GROUND LEVEL
2. WIRED MESS FURNACE
3. MUD LAYER 40mm x 20mm
4. BRICK MASONRY
5. 40mm DIA G.I. PIPE
6. CHARCOAL / COKE LAYER
7. SALT LAYER
8. SPRING WASHER
9. 12mm DIA HOLE
10. G.I. NUTS
11. G.I. WASHERS
12. EARTHWIRE SOLDERED TO LUG

NOTE: THE MESS FURNACE AS SHOWN AROUND THE G.I. PIPE SHALL BE ADOPTED ONLY WHEN BOTH COKE AND CHARCOAL IS TO BE USED IN OTHER CASES.

ALTERNATE LAYER OF CHARCOAL COKE AND SALT

ALL DIMENSIONS ARE IN CM (OTHER DIMENSIONS SHOWN)