



**Replacement of existing public lights alongwith Comprehensive operation and maintenance for Six Zones (Civil Line Zone, City & SP Zone, Karol Bagh Zone, Keshavpuram Zone, Rohini Zone & Narela Zone) under jurisdiction of MCD including unauthorized areas for a period of 10 years.**

## DISCLAIMER

1. The information contained in this Request for Proposal document ("RFP") or any subsequent information, whether verbally, documentary or any other form; by or on behalf of the Authority or any of its employees or advisers to the prospective Bidders, is provided on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is neither an agreement nor an offer by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with the information that may be useful to them in the formulation of their Bids (the "Bid") pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. For the avoidance of doubt, in case a Bidder places reliance on any aforesaid assumptions, assessments, statements, data and information furnished by the Authority and/or its consultants in this RFP or any subsequent information as mentioned above including but not limiting to any project report etc. then the same shall not in any manner bind/make liable the Authority and/or its consultants, employees or representatives, to indemnify the Bidder in respect of any loss/damage/costs whatsoever arising out of or in connection with such reliance placed by the Bidder on the aforesaid assumptions, assessments, statements, data and information.
3. Information provided in this RFP to the Bidders may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
4. The possession or use of this RFP in any manner contrary to any applicable law is expressly prohibited. The Bidder shall inform themselves concerning and shall observe any applicable legal requirements. The information does not purport to be comprehensive or to have been independently verified. Nothing in this RFP shall be construed as legal, financial or tax advice.
5. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bids. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.
6. No exemption, of whatsoever nature, shall be applicable to MSME/ Startup firms.

7. The Authority, its employees, consultants and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP including but not limited to the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.
8. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP.
9. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
10. The issue of this RFP does not imply that the Authority is obligated to select a Bidder or to appoint the Successful Bidder, as the case may be, for Project and the Authority reserves the right to reject all or any of the Bids at any time without assigning any reasons whatsoever and in case of declaration of a Successful Bidder at any time before award of the work/issuance of LoA to the Successful Bidder.
11. The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee/ advisor/ representative of the Authority or to any other person in a position to influence the decision of the Authority for showing any favour in relation to this RFP or any other contract, shall render the Bidder to such liability/penalty as the Authority may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security/ Earnest Money Deposit.
12. Arbitration clause from General Condition of Contract (GCC) of MCD, which is part of this RFP stands deleted vide MCD office order No. 27/Addl. Comm. (Engg.)/MCD/2022 dated 22.06.2022.
13. Laws of the Republic of India are applicable to this RFP. The courts at Delhi shall have exclusive jurisdiction in all matters arising out of or relating to this RFP.

## A. Introduction:

During the period between 2012 and 2022 when three Corporations existed, the public lighting based on HPSV were upgraded with energy efficient LED lights under separate agreements under ESCO Model. Currently, there are nearly 3.12 lacs public lights (including 0.8 lacs public lights installed in unauthorized area) under jurisdiction of these six zones (Civil Line Zone, City & SP Zone, Karol Bagh Zone, Keshavpuram Zone, Rohini Zone & Narela Zone) of MCD. The Zone-wise approximate details of public lights are reproduced as follows:

S. N.	Zone	20 W	35 W	40 W	45 W	60 W	70 W	72 W	90 W	120 W	140 W	150 W	160 W	400 W	Total No. of Lights
1	CLZ	991		5981		7587	15065	266	13	189		2846	2440		35378
2	KPZ	321	205	5214	381	7181	27302	632		156	188	9040			50620
3	RZ			6164	668	3844	23251	54	35	189	20	3439	3889		41553
4	NZ			6528		9707	33300		24	231		6294			56084
5	CSPZ	66	64	6901		4464	12214			44		529	920		25202
6	KBZ	275	87	5967	0	2925	11908	0	0	26	0	250	2087		23525
No. of lights		1653	356	36755	1049	35708	123040	952	72	835	208	22398	9336		232362
Unauthorized area (HPSV Lights)							48000					30000		2000	312362

The tentative year wise installation of aforementioned LED lights is as under: -

Year/Zone	CLZ	KPZ	RZ	NZ	CSPZ	KBZ	Total
Up to 2019	29519	38753	36404	45193	21713	19988	191570
2020	502	2264	186	1309	948	177	5386
2021	267	338	803	122	200	117	1847
2022	1442	2107	252	1440	130	309	5680
2023	446	2410	2380	4589	658	195	10678
2024	2452	2169	1408	3404	1217	1435	12085
2025	750	2579	120	27	336	1304	5116
Total	35378	50620	41553	56084	25202	23525	232362

## B. Project Objective:

Replacement of existing public lights along with Comprehensive operation and maintenance for Six Zones (Civil Line Zone, City & SP Zone, Karol Bagh Zone, Keshavpuram Zone, Rohini Zone & Narela

Zone) under jurisdiction of MCD including unauthorized areas for a period of 10 years extendable further for 02 years on per point basis.

### **C. Scope of Work:**

The scope of work essentially consists of following: -

1. The successful bidder alongwith scheduled replacement of existing lighting fixtures with more efficient ILMS based smart LED fittings, group control feeder Panels etc. shall comprehensively operate and maintain the whole public light infrastructure from the 10<sup>th</sup> day of issuance of work order including, supply lines from DISCOM meter/ Switching Point till light fixtures, pole box/window including accessories like MCB, connectors, earthing etc. in Civil Line Zone, City & SP Zone, Karol Bagh Zone, Keshavpuram Zone, Rohini Zone & Narela Zone of Municipal Corporation of Delhi (MCD) on per point basis for a period of ten years extendable further for 02 years on per point basis. Out of total approx. 312362 nos. of public lights, 232362 lights are LED lights and approx. 80,000 nos. of lights are conventional HPSV lights. However, the no. of LED Streetlights may vary due to continued installation.
2. The successful bidder shall start work for phase wise replacement of LED public lighting fixtures in parallel with aforementioned comprehensive O&M from the 10<sup>th</sup> day of issuance of work order. The LED lights under all zones proposed in this tender are currently under operation, maintenance contract with M/s Havells and TPDDL. Hence, the zonal maintenance & operation of LED lights will be handed over to successful bidder after completion of existing work. The HPSV lights in unauthorized areas are currently under operation & maintenance by respective DISCOMs (TPDDL / BRPL) through DSIIDC / I&FC and the same will be handed-over to the successful bidder 'as on where basis' for further O&M alongwith its replacement with smart LED lights in phased manner.
3. Upon contract award and the handover of zonal maintenance and operations for existing LED lighting infrastructure, the successful bidder shall immediately assume full control of all Group level Feeder Control operations and server access from the outgoing contractors, M/s Havells & TPDDL and HPSV lights in unauthorized areas through DSIIDC / I&FC. The bidder shall be solely responsible for ensuring seamless service continuity and the uninterrupted execution of automated streetlight scheduling etc. The existing CCMS based operation & monitoring system will be maintained by the successful bidder till the replacement by ILMS Fixtures with required communication network so as to monitor web-based functionality of existing streetlights. The successful bidder shall ensure extra manpower/ T&P etc. for switching (manually or remotely)/ functionality as an exigency measure to be taken as per the directions of Engineer-in-Charge.
4. The lighting fixture shall include fixtures installed on MS/GI poles, DISCOM concrete poles and walls etc. in public streets and parks etc. All such lights shall be maintained through this contract. If any further work is required to be taken for smooth & safe operation of system, it shall be taken up by bidder without any extra financial burden on MCD. The supply line for these fixtures includes cables (underground/ overhead) / DISCOM AB Bundle conductors. The conductor from pole box to fixture through poles shall also be in the scope of the bidder.
5. The contractor shall install its own ILMS / control panels on all Streetlight / switching points including laying of network cable, if required, to ensure that all the public lights are connected.
6. For future installation of additional streetlights, a tentative provision of 15000 nos. streetlights per year irrespective of wattages have been considered in this tender and the successful bidder shall supply & install only ILMS-based Smart LED streetlights with dimmable drivers having the

same specifications and compatible with the communication technology adopted by the successful bidder in order to have uniformity and a common monitoring network. Whereas, all other ancillary work like: Poles installation, Cabling, Earthing and Switchgears etc. except Smart LED Streetlights will be done by MCD through separate contracts. The successful contractor shall be paid for these extra points per point per month on agreement rate. The required modification whatsoever required for integration, remote operation & monitoring of the system will be done by the successful bidder for remaining contract period.

7. The existing LED public lights either already installed or under installation are non-smart and under warranty period. All such existing non-ILMS LED public lights, irrespective of their warranty status, will be replaced with ILMS-enabled Smart LED Street lights to achieve the objective of remote monitoring and improved operational efficiency through-out the contract period.
8. The Contractor shall replace all existing public lighting with high-efficiency, ILMS-integrated smart LED fittings. The bidder may utilize industry-standard communication protocols (e.g., powerline with ethernet network based IOT feature, LoRaWAN, or Zigbee) but must ensure that the chosen network is hacker-proof, ensuring data privacy and optimized for minimal data latency. All mandatory security certification, Orders, Guidelines from GoI in this regard are required to followed in true letter and spirit with undertaking to MCD in this regard.
9. Prior to full-scale deployment, the Contractor must conduct Area-Wise Proof of Concept (PoC) trials to validate system performance in his own interest. To minimize public inconvenience, the replacement of luminaires and control feeder panels must be executed circuit-wise, with new control feeder panel installed in proportion to the light replacements so as to minimize public inconvenience.
10. The order of replacement shall be from older to newer. The milestone for the replacement shall be as follows:

Survey & light replacement schedule	1 <sup>st</sup> Year post survey		2 <sup>nd</sup> year		3 <sup>rd</sup> year
First 3 months - survey	6 months	6 months	6 months	6 months	6 months
Minimum replacement lights	80,000 Nos. unauthorized area HPSV lights	25% of existing LEDs'	25% of existing LEDs'	25% of existing LEDs'	25% of existing LEDs'

It is further stipulated that all the lights will be converted into ILMS lights within a period of 2.5 years starting from the date of completion of survey of the streetlights. All the survey will itself be completed within 03 months from the date of award of work. After survey, the tentative Bar-Chart will be submitted to the Engineer-in-Charge. The Streetlights under replacement will be exempted from functionality %, subjected to prior intimation by the agency. However, the agency will be required to execute meter-wise replacement to avoid public inconvenience.

Replacement of fittings shall be done as per below table:

Existing wattage (Watts)	LED Street Lights										LED Flood Lights			HPSV Street Lights		HPSV Flood Lights
	20	35	40	45	60	70	72	90	120	140	150	160	70	150	400	

Indicative wattage (W) of LED lights with lumen efficacy $\geq 135$ lm/watt	20	30	30	30	45	45	45	45	90	100	100	100	30	45	100
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10. Following points are also to be covered by successful bidder:

- i. The contractor shall establish control rooms with MIS which will provide real time data of the functionality of lights to MCD and the same shall be put in public domain. Likewise, the complete data of complaint handling will also be transferred to MCD server on real time basis and from there it will be put on public domain. The application for pushing the aforesaid data on real time basis in MCD server and putting the same in public domain will be developed and provided by the contractor to MCD along with the source code for being maintained at the level of MCD without any additional payment.
- ii. All the street lights shall be geo tagged and the data will be shared with MCD.
- iii. Any poles in dangerous condition shall be dismantled by the contractor only with prior permission of Executive Engineer (Elect.) of concerned Zone of MCD and shall be handed over to MCD and the network shall be restored promptly. Provision of new pole in place of damaged pole is not in scope of contractor.
- iv. The new fittings to be installed should provide minimum system illumination of  $\geq 135$  lumens / watt.
- v. The quoted price shall include the buyback cost of dismantled fittings and CCMS panels etc. which shall be disposed off by the contractor in environment friendly manner.
- vi. The project would be audited by a third-party agency alongwith testing and quality assurance of Lights etc. The expenses on this account shall not be more than 1.298% plus GST or actual, whichever is lower, of the contractual amount. Any IIT / NIT / similar institutions engaged in third party checking, may be engaged by MCD. This expenditure shall be borne by the successful bidders. In case the total expenses on this account are less than 1.298%, then the saving will be recovered from the bidder's payout. Charges for material testing in labs shall be borne by contractor. Rates shall be quoted accordingly.
- vii. It is to be noted that the quoted and accepted rates on per point per month basis shall remain constant throughout the contract period of 10 years. No escalation on account of increase in wages, cost of material shall be paid to the bidder. This shall prevail over any other clause/ point in the contract in case any contradictions whatsoever. Accordingly, clause 10C & 10CC are not applicable.
- viii. The existing streetlight fixtures, CCMS panels etc. till their replacement, smart streetlight fixtures alongwith ILMS & control panel infrastructure, streetlight network etc. will remain the property of MCD. The successful bidder will be solely responsible for their functionality, protection and legal proceedings on any account till the end of contract or extended contract period. After completion of contract agreement entire Streetlighting infrastructure alongwith full access to the web-based application for operation of entire system will be of MCD property and the successful bidder shall hand-over the entire system to MCD or to someone (after completion of this project work) as advised by MCD in 100% working condition except routine wear & tear and aging of installations at no any kind of extra cost to MCD.
- ix. Any missing light in an existing streetlight network shall be replaced by the successful bidder with adequate wattage of streetlight of the same specification and its integration with adopted control & Monitoring system.

11. The bidder will establish a Complaint Handling System and physical central control room for lodging any complaints through toll free numbers, WhatsApp, SMS & website. Any application (Mobile/ Web base) or other automation required for real time updating of data of complaint registration, resolution, new installation and provide the data to MCD in the required format. The software developed by the successful bidder shall be handover to MCD after completion of contract period with source of the application.
12. Bidder shall maintain proper record of fixtures repaired and replaced on daily basis.
13. The successful bidder shall get details of various street light complaint modes written on each and every pole.
14. It is further clarified the fixtures are installed on poles of varying heights up to 16 Mtr. which include High Mast/ Semi High Mast/ GI/ MS Poles/ PCC Poles etc.
15. The bidder shall provide real-time data regarding the functioning of light fixture in the desired format as & when requested by MCD. The bidder shall also provide the full access of all the data (offline/online) to MCD. Operating cost will be in the scope of bidder.
16. Any equipment / machinery / tools / storage /material or what so ever required for the implementation of the project and to achieve the timelines / benchmarks is in the scope of the bidder.
17. The maintenance Contract can be extended further by the mutual consent of both the Parties.
18. The comprehensive maintenance contract of ten years covers all maintenance spares and consumables, any manufacturing defects, any damage or malfunctioning of LED Light fixtures on account of high voltage, storage, unauthorized handling, accidents and thefts. If the light is stolen, then bidder has to provide new light on free of cost basis for which suitable insurance has to be taken by the successful bidder. Rates should be quoted accordingly.
19. The bidder shall provide all actual real time data for every Streetlight through ILMS through Control Panel regarding the light fixtures i.e. functionality, load, units consumed, working hours, downtime log, energy savings etc. or any other data as required by the Nodal officer of MCD. The real-time monitoring shall be linked through web-application to MCD web-page and same shall be put-up in public domain for monitoring.
20. In order to avoid manipulation of captured data the data in cloud server shall be protected as per prevailing guidelines issued in this regard. CERT-IN security Certification should be provided as specified by prevailing norms / procedures. The location of server should be in India and data should be shared with MCD on monthly basis.
21. The bidders shall comply with the applicable standards protecting secrecy of Data and hacking proof network in respect of streetlights, , communication protocol etc. and ensure to comply up-to-date directions / certifications form Govt. of India and best industrial practice in this regard. Delhi being a national Capital region and highly sensitive area, the protection of communication protocol from any kind of hacking, trespassing etc. that may affect operations of Streetlight shall be ensured by the successful bidder and to give undertaking with details to MCD.
22. The bidder shall widely advertise Complaint center numbers, through newspapers once in every month for first three months and also through suitable means for convenience of general public.
23. The bidder shall be responsible for timely switching ON & OFF of the street lights as per time schedule given by Engineer in Charge from time to time.
24. It will be the responsibility of the bidder to ensure the prevention of theft of electricity from the street/ SHML/ Park light poles / street light network and if noticed, will take action as per prevailing law. MCD will not bear any kind of losses on this account.

25. In case of failure of remote operation, switching On/ Off of the street light will be executed by the bidder manually under the written intimation to MCD and rectified in time bound manner.
26. The bidder shall execute modification whatsoever required in network or switching panels for implementation of this project. MCD shall not bear any additional cost in this account.
27. The successful bidder shall indemnify MCD from any losses on any account during the execution & maintenance period after take over the street light network till the handing over back to MCD or its authorized representative.
28. The bidder has to setup office cum maintenance center with required skilled manpower, necessary spares, vehicles, tower wagon, tools, machinery and sufficient storage space, as required, from where proper maintenance of street light network will be ensured. The list of the same shall be submitted by the successful bidder to Engineer- In-Charge and same shall be modified / amended as per the instructions / approval of MCD, if required.
29. The contractor shall establish and operate a centralized Control Room integrated with MIS, serving as the Control, Operation, Monitoring and Complaint Centre, with adequate toll-free helpline numbers under the supervision of a Nodal Officer deputed by the bidder. The center shall function on a 24x7 basis throughout the contract period, and all costs towards its establishment, operation, maintenance, and utilities shall be borne by the bidder. The system shall provide real-time data on the functionality of lights and complaint handling to the MCD server, which shall also be made available in the public domain. The bidder shall develop and provide the required application, along with its source code, to enable real-time data transfer and its maintenance at the MCD level.
30. The successful bidder shall execute modification whatsoever required in network or switching / metering panels for implementation of this project. MCD shall not bear any additional cost in this regard.
31. The bidder shall carry out the work as per provisions / guidelines of CPWD manual amended up-to- date and shall comply the provision of Indian Electricity Rule 1956 & applicable standards.
32. Few of the points that are to be followed are as under:
  - a) Joints with old wire are not permitted. This will be the responsibility of the successful bidder to replace the old wire with new copper wire from LED fixture to Pole Box if so required.
  - b) Pre-assembly, if any, erection, testing and commissioning of all the equipment.
  - c) Operation & Maintenance of the Street Light System, where in all responsibility from the switching point control Panels to the Lighting Point, UG Cables, Overhead Street light conductor, Junction Boxes, Connecting Cables, cost of GSM connectivity, payment of bills of sim card connections, Switchgear etc. or what so ever is required, shall be covered within the scope of Bidder for the project. Connections of SIM cards for Group level Feeder Control shall be applied by bidder in his name.
  - d) Each LED light fixture & Group level Feeder Control must be cleaned at least once in every year throughout the contract period.
  - e) It must also be ensured that the Group level Feeder Control is housed in a lockable enclosure to avoid any mis-happening/sabotage by any miscreants.

#### **D. Confidentiality**

Neither of the Parties shall, at any time, before the expiry or termination of this Contract / Agreement, without the consent of the other party, divulge or suffer or permit its officers, employees, or agents to divulge to any person (other than to any of their respective officers or

employees who require the same to enable to carry out their duties properly), any information relating to the negotiations concerning the operations, contracts, commercial or financial arrangements of affairs of the other Party or any proprietary information of the other Party.

**E. Conflict of Interest**

A bidder shall not have a conflict of interest (Conflict of Interest) that affects the Bid Process. Any bidder found to have a Conflict of Interest will be disqualified. A bidder may be considered to have a Conflict of Interest if the bidder:

- a) Controls, is Controlled by or is under common Control with any of the other Bidders; or
- b) receives or has received any direct or indirect subsidy, grant, loan, subordinated debt or other funded or non-funded financial assistance from any of the other Bidders; or
- c) has hired or appointed the same legal, financial or technical advisor as those hired by any of the other Bidders; or
- d) has a relationship with any of the other Bidders, directly or through common third parties, that puts them in a position to have access to information that may have an influence on the Application of one or more of such Bidders, or influence the decisions of the Authority regarding the Bid Process; or
- e) Submits more than one Application for the Project either individually or through an Associate. This will result in the disqualification of all such Applications submitted by the Bidder and/or its Associate; or
- f) Has participated directly or through an Associate as a consultant or advisor in the preparation of the design of or technical specifications for the Project.

**F. Instructions to the bidders: -**

- a) From the time of Bid opening to the time of contract award, if any Bidder wishes to contact the MCD on any matter related to the Bid, he should do so in Writing. Any effort by a Bidder to influence the MCD in respect of Bid evaluation, bid comparison or Contract of Award, will result in the rejection of the Bidder.
- b) Incomplete bids/ Bids with conditional offers are liable for rejection.
- c) All information called for should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a “nil” or “no such case” entry should be made in that column. If any particulars/query is not applicable in case of the bidder, it should be stated as “not applicable”. The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bid being summarily disqualified.
- d) Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialing, dating and rewriting. Pages of the eligibility criteria document are numbered. Additional sheets, if any added by the contractor, should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
- e) References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the bidder should be signed by an officer not below the rank of Executive Engineer or equivalent.

- f) The bidder may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of eligibility criteria document unless it is called for by the Employer.
- g) MCD does not issue any Road Permit.
- h) The work is to be performed in accordance with the Service Level Agreement (SLA) as provided in the tender documents and the agency has to deploy manpower and machinery accordingly.
- i) The benefit of energy saving due to change of lights with higher luminous efficacy and dimming will accrue to MCD. The bidder will not be eligible for claiming refund / benefit of saving through dimming or installation of higher efficacy light fixtures.
- j) The dimming of light will not be permitted at critical places such as intersections, busy traffic points and colony entry/exit gates and lower wattage lights etc. However, in order to take care of any changes in dimming requirements during contract period, the bidder will have to provide all lights with ILMS provisions.
- k) The bidder / manufacturer of lights should have manufacturing facility in India.
- l) The cloud server for data storage should be located in India.

#### **G. Amendment to Tender Documents**

A pre-bid meeting for the instant work shall be held in MCD office at notified date and time before last date of submission of tenders. MCD may in its absolute discretion, but without being under any obligation to do so, can amend or supplement the information in this TENDER document.

- a) At any time prior to the deadline for the submission of tenders, the MCD may, for any reason, whether at his own initiative or in response to a clarification or query raised by a prospective bidder(s), modify the tender documents by issuing an addendum.
- b) Any addendum issued shall be part of the Tender documents and shall be communicated only through website <https://etenders.gov.in/eprocure/app> & shall form part of tender document.
- c) All documents issued for the purpose for tendering and any amendments issued accordance shall be deemed as incorporated in the Tender.
- d) In order to afford bidder(s) reasonable time to take the Addendum into account, or for any other reason, MCD may at its discretion, extend the date of receipt of tender.

#### **H. Eligibility criteria**

1. For determining the eligibility of Bidder, following shall apply:

- a. Bidder is a company incorporated under the Companies Act, 1956/2013.

OR

Bidder is an entity who is either an individual, a sole proprietorship or a partnership firm registered under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008.

OR

Any Bidder in JV/ Consortium/ Associates having not more than two entities. An international Bidder can also participate in the Bid only through JV/ Consortium/ Associates having one of

the partners mandatorily to be an Indian entity. In all such cases, the original figures in the relevant foreign currency and the Indian Rupee equivalent thereof must be given. The exchange rate(s) shall be as applicable on date of completion mentioned in experience certificate for a completed work, or date up to which the experience certificate has been issued in case of ongoing works. For all other aspects exchange rate will be as applicable on the last date of submission of bid.

- b. The bidder which has been blacklisted/ debarred in any of the Central/ State Govt. dept./ Board/ Corporation/ PSUs/ Municipalities as on the last day of submission of bids, shall not be eligible to submit its bid. The bidder shall be required to furnish an affidavit on Rs. 100 stamp paper duly notarized to be uploaded by the bidder that there is no such bar imposed and existing as on the last day of submission of bids as per format provided in Appendix 1.
- c. A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Authority shall be entitled to forfeit and appropriate the Bid Security/ Earnest Money Deposit or equivalent amount from the Performance Security, as the case may be, as mutually agreed genuine pre- estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of Authority, including consideration of such Bidder's Bid (the "Damages"), without prejudice to any other right or remedy that may be available to Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
  - i. the Bidder, or its Associate (or any constituent thereof) and any other Bidder or its Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956/2013.
  - ii. a constituent (which includes Promoter, Director, Shareholder, Partner, Agent, representative etc.) of such Bidder is also a constituent of another Bidder; or
  - iii. such Bidder or its Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder or its Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder or its Associate thereof; or
  - iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
  - v. such Bidder, or any Associate thereof, has a relationship with another Bidder, or Associate directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or
  - vi. such Bidder or Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project; or
  - vii. Such Bidder or Associate thereof has appointed any official of the Authority, Technical Advisors of Authority for the Project, Legal Advisors of Authority for the Project, Financial Advisors of Authority for the Project, dealing with the Project, within a period of 1 year from the date of award of the Project to that Bidder.

- d. A Bidder shall be liable for disqualification and forfeiture of Bid Security/ Earnest Money Deposit if any legal, financial or technical adviser of Authority in relation to the Project is engaged by the Bidder or its Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Agreement. In the event any such adviser is engaged by the Successful Bidder or Operator, as the case may be, after issue of the LOA or execution of the Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Agreement and without prejudice to any other right or remedy of Authority, including the forfeiture and appropriation of the Bid Security/ Earnest Money Deposit or Performance Security, as the case may be, which Authority may have thereunder or otherwise, the LOA or the Agreement, as the case may be, shall be liable to be terminated without Authority being liable in any manner whatsoever to the Successful Bidder or Operator for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder or its Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP document for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.
2. Bidders who fulfill the below mentioned eligibility criteria are allowed to participate in this process:
- (a) Should have satisfactorily completed or substantially completed the works as mentioned below during the last Seven years ending last day of the month previous to the one in which tenders are invited : -
- Three similar completed works each costing not less than Rs. 54,70,01,280 /-  
OR  
Two similar completed works each costing not less than Rs. 82,05,01,920/-  
OR  
One similar completed work costing not less than Rs. 109,40,02,560 /-

Similar work shall mean “Works of replacement and /or installation and/or maintenance of public lights.” For arriving at cost of similar work, the value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to previous day of last day of submission of tenders.

Substantially completed works (As per Manual for Procurement of Works, 2nd Edition 2025, Deptt. of Expenditure, Ministry of Finance, GOI)

Substantially completed works “means an ongoing work in which payment equal to or more than 90% of the present contract value has been made to the contractor in that ongoing contract, and the work or a major part of it is in a usable condition for its intended purpose. No proceedings for termination on account of the contractor’s default should be pending in such cases. The Engineer-in-Charge or equivalent shall issue a certificate of substantial completion containing two parts. Part-1 shall contain both the financial value of the work executed and certified for payment as a percentage of total current contract value, and Part-2 shall contain “certificate of functional completion of the work or a major part of it”. To remain valid for prequalification or tender evaluation, such certificates should have been issued within sixty

days prior to the date of invitation of the tender.

For bidders possessing ESCO experience: -

If the bidder has completed or is currently carrying out similar work on ESCO Model, in that case his earnings/annuity on account of energy savings shall be considered for evaluating the bid with respect to above required work experience costing criteria. In such case, the value of work shall be considered for the completed years of the running contract. Certificate regarding satisfactorily work completion of completed years (in ESCO bidders only) should be certified by an officer not below the rank of Executive Engineer/Project Manager or equivalent.

- (b) The sole bidder or at least one of the Members of Consortium/Joint Venture needs to be light manufacturer having minimum average annual turnover of Rs. 250 Crore from manufacturing of light fixtures during the last three years. The value of annual turnover figures shall be brought to current value by enhancing the actual turnover figures at simple rate of 7% per annum. The sole bidder or at least one of the Members of Consortium/Joint Venture should have manufacturing facility of light fixtures in India and should utilize their own product only for execution of this project.
- (c) Should have had Average Annual Financial Turnover of Rs. 410,25,09,600/- during the last three years ending 31st March 2025 (Scanned copy of Certificate from CA with Unique Document Identification Number (UDIN) to be uploaded). The value of annual turnover figures shall be brought to the current value by enhancing the actual turnover figures at simple rate of 7% per annum.
- (d) The sole bidder or at least one of the Members of Consortium/Joint Venture should have manufacturing facility of light fixtures in India and should utilize their own product only for execution of this project.
- (e) The bidder should not have incurred any loss (profit after tax should not be negative) in more than two years during available last five consecutive balance sheets (standalone financial statement), duly certified and audited by the Chartered Accountant with Unique Document Identification Number (UDIN).
- (e) The bidder should have a Bankers certificate from Commercial Bank for at least Rs. 547,00,12,800/- certified by his bankers or the bidder should submit Networth Certificate of minimum Rs. 136,75,03,200/- issued by certified Chartered Accountant.
- (f) The bidders shall have to furnish an affidavit as under:- I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in MCD in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee. (Scanned copy to be uploaded at the time of submission of bid)
- (g) In addition to above, the participant should pay online tender cost of Rs. 1,770/- & EMD of Rs. 13,87,50,520/-.
- (h) As per MCD Circular No. Addl. Comm(Engg.)/MCD/2026/D-88 dated 18.03.2026, issued in pursuance of CPWD OM No. DG/Manual-2024/20 dated 27.02.2026 (Modification in Para 5.2 of CPWD Works Manual 2024), the following provisions shall be applicable:

a. PG shall be 5% of the Estimated cost put to tender (ECPT) or contract amount whichever is higher, or as prescribed from time to time, to be submitted in the form as prescribed in GCC.

Performance Guarantee shall remain valid for a minimum period of six months beyond the date of completion of all contractual obligations as per GCC. In case of contracts where supplementary agreement is drawn, the fresh PG shall be obtained from the contractor @ 5% of the amount of the supplementary agreement or as prescribed from time to time. The PG received against the original work shall be released as per contract conditions.

b. A bid will be treated as abnormally low if the quoted bid amount is less than 80% of the estimated cost put to tender.

c. Requirement of Additional Performance Guarantee (APG): In case of abnormally low bids as defined above, the bidder shall be required to submit Additional Performance Guarantee (APG) in addition to Standard Performance Guarantee (PG). The amount of Additional Performance Guarantee (APG) shall be equivalent to the difference between the 80% amount of ECPT and quoted amount. (e.g. if ECPT is A and quoted amount is 0.7A then amount of APG shall be  $(0.8A - 0.7A)$ ). The Additional Performance Guarantee (APG) shall be in the prescribed format of Performance Guarantee and has to be submitted within the time frame prescribed for submission of Performance Guarantee. The other terms and conditions of release etc. of APG shall be same as that of PG.

However, the performance guarantee can be submitted annually for a particular year before start of work for that period. The applicable Performance Guarantee shall remain valid for a minimum period of six months beyond the date of completion of all contractual obligations as per GCC.

In case supplementary agreement is drawn, the fresh PG shall be obtained from the contractor @ 5% of the amount of the supplementary agreement or as prescribed from time to time. The PG received against the original work shall be released as per contract conditions.

Bank Guarantee can also be submitted for amount as required in any of the following form: (i) Banker's Cheque of a Commercial Bank (ii) Account Payee Demand Draft of a Commercial Bank (iii) Fixed Deposit Receipt (FDR) of a Commercial Bank (iv) Insurance Surety Bonds (v) e- Bank Guarantee from a Commercial Bank.

- (i) Out of total earnest money deposit (EMD) of Rs. 13,87,50,520/-, Rs. 20.00 Lacs shall be submitted in online mode. Balance amount shall be in the form of bank guarantee or e-bank guarantee in favor of Commissioner, MCD issued by commercial bank and should be scanned and uploaded alongwith technical bid. The bank guarantee should be valid upto 180 days or more from last date of submission of bids. Original of the same should be submitted in tender box kept at office of E.E. (Elect.) CLZ, Lucknow Road, Timarpur New Delhi-110054 on or before the last date and time of bids submission.

- (j) List of Documents to be scanned and uploaded within the period of bid submission:

- I. Certificates of Work Experience.
- II. Certificate of Financial Turnover from CA.
- III. Banker's Certificate or Net Worth Certificate
- IV. Any other Document as specified in the NIT
- V. GST registration Certificate, if already obtained by the bidder. If the bidder has not obtained GST registration as applicable, then he shall scan and upload following undertaking along with bid documents. "If work is awarded to me, I/we shall obtain GST registration certificate as applicable within one month from the date of receipt of award letter or before release of any payment by MCD, whichever is earlier, failing which I/we shall be responsible for any delay in

payments which will be due towards me/us on account of the work executed and/or for any action taken by MCD or GST department in this regard".

(h) The bidder should enclose an affidavit in his technical bid that he is not debarred / blacklisted from participating in tenders by any Government or private organization / company. The format of affidavit shall be as follows:

#### **I. For bidders possessing ESCO experience**

1. If the bidder has completed or is currently carrying out similar work on ESCO Model, in that case his earnings/annuity on account of energy savings shall be considered for evaluating the bid with respect to above required work experience costing criteria. In such case, the value of work shall be considered for the completed years of the running contract.
2. Certificate regarding satisfactorily work completion of completed years (in ESCO bidders only) should be certified by an officer not below the rank of Executive Engineer/Project Manager or equivalent.

#### **J. Consortium / Joint Venture**

If the bidder is a Consortium / Joint Venture, then the Consortium / Joint Venture shall comply with the following conditions:

- A. The bid submitted by the Consortium / Joint Venture should contain the required information for both Consortium / Joint Venture Members and a brief description of their roles and responsibilities.
- B. Any member can be authorized to act as the Lead Member. This authorization shall be granted by a power of attorney signed by the other Consortium / Joint Venture Member and submit it to the MCD, as part of their Application. The Lead Member shall represent the Consortium / Joint Venture during the Bidding Process; and, if the Consortium / Joint Venture is declared as the Selected Bidder, during the implementation of the Project.
- C. The Consortium / Joint Venture Members are required to enter into a binding and enforceable agreement and submit it to the MCD, as part of their application.
- D. The Consortium / Joint Venture Members shall undertake that they shall be jointly and severally responsible and liable for meeting all of the Selected Bidder's obligations in relation to the Project until incorporation of the Project.
- E. Change in the composition of a Consortium / Joint Venture will not be permitted until the completion of the contract unless the change in composition is in accordance with Clause "Conflict of Interest".

#### **K. Verification and Disqualification**

- (a) Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP document and the Bidder shall, when so required by Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification by

Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of Authority thereunder.

- (b) Authority reserves the right to reject any Bid and appropriate the Bid Security/ Earnest Money Deposit if:
- (c) at any time, a material misrepresentation is made or uncovered, or
- (d) The Bidder does not provide, within the time specified by Authority, the supplemental information sought by Authority for evaluation of the Bid.
- (e) Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Price Bids have been opened and the lowest bidder gets disqualified/ rejected, then Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of Authority, including annulment of the bidding process.
- (f) In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, including the Contract thereby granted by Authority, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Operator either by issue of the LOA or entering into of the Agreement, and if the Successful Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP document, be liable to be terminated, by a communication in writing by Authority to the Successful Bidder or the Operator, as the case may be, without Authority being liable in any manner whatsoever to the Successful Bidder or Operator. In such an event, Authority shall be entitled to forfeit and appropriate the Bid Security/ Earnest Money Deposit or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to Authority under the RFP document and/ or the Agreement, or otherwise.
- (g) The Authority at its discretion can disqualify the Bidder without any further correspondence, as non-responsive, if,
- (h) Technical and/or price bid is not submitted online in the manner as prescribed and is not in conformity with the terms and provisions of this RFP.
- (i) Price Bid submitted in physical form.
- (j) Bid Security/ Earnest Money Deposit do not conform to the provisions set forth in this RFP or is not submitted.
- (k) The Bidder engages in any fraudulent practices defined in RFP.
- (l) A bidder submits or participates in more than one bid under this RFP.
- (m) Bidder is debarred or blacklisted in India by a Central Govt. organization/ State Govt. organization/ any Municipal Corporation/ ULBs etc. and such debarment/ blacklisting is subsisting on the Bid Due Date. In case, the Bidder is using Technical Capacity and Financial Capacity of their Associate, such Associate should also not be debarred or blacklisted in India by a Central Govt. organization/ State Govt. organization/any Municipal Corporation/ ULBs etc. and such debarment/ blacklisting is subsisting on the Bid Due Date.
- (n) The Bidder or any of its Associates has been categorized as a willful defaulter, insolvent or non-performing asset or bankrupt by any lender, in accordance with applicable laws.
- (o) The Authority reserves the right to seek information and evidence from the Bidders with respect to their continued eligibility at any time during the Bidding Process and each

Bidder undertakes to promptly provide all the information and evidence requested by the Authority and the Bidder has failed to furnish the information and evidence sought by the Authority.

- (p) Any of the directors of the Bidder or its Associate has a criminal history or has been convicted by any court of law for any of the offenses under any Indian laws.
- (q) Any criminal proceeding is pending in any court of law in India against any of the directors and if any such proceeding culminates into conviction.
- (r) Bidders may specifically note that while evaluating the Bid, if it comes to Authority's knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in distorting competitive price discovery or delaying the processing of Bid, then the Bidders so involved are liable to be disqualified under this Bidding Process as well as future bids at the sole discretion of the Authority.

#### **L. Bidder Inspection of Sites**

The Bidder is deemed to have visited the sites and familiarized himself of the conditions and restrictions under which the work will be executed.

- a) The omission of any details shall not relieve the bidder of his prima facie obligation and responsibility under the Contract to carry out and successfully complete the Maintenance works.
- b) The Bidder is advised that it is his sole responsibility to ascertain for himself the extent of work that is required to be done in site and to generally obtain his own information on all matters affecting directly or indirectly the execution of the whole works involved in the contract to the complete satisfaction of the Engineer.
- c) The Bidder shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the condition of the poles/brackets and condition of wires (so far as is practicable), the form and nature of the site, the quantities and nature of the work and materials necessary for the completion and maintenance of the works and means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his tender.
- d) The bidder shall be deemed to have satisfied himself before tendering as to the corrections and sufficiency of his tender for the work and of the rates and prices quoted in the schedule of works/items/quantities, or in Bill 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 proper completion and comprehensive maintenance of the works. No extra charges consequent on any misunderstanding.

#### **M. Fraud and corrupt practices**

- a) The Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, Authority may reject the Bid, withdraw the

LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Operator, as the case may be, if it determines that the Bidder or Operator, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, Authority shall be entitled to forfeit and appropriate the Bid Security/ EMD or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to Authority under the RFP document and/ or the Agreement, or otherwise.

- b) Without prejudice to the rights of Authority hereinabove and the rights and remedies which Authority may have under the LOA or the Agreement, or otherwise if a Bidder or Operator, as the case may be, is found by Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Operator shall not be eligible to participate in any tender or RFQ/RFP issued by Authority during a period of 2 (two) years from the date such Bidder or Operator, as the case may be, is found by Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
  - a) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
  - b) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under Clause 2.2.1(d), engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of Authority in relation to any matter concerning the Project;
  - c) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - d) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
  - e) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
  - f) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and

fair competition in the Bidding Process.

#### **N. PRE-BID CONFERENCE**

- a) Pre-Bid conference of the Bidders shall be convened at the designated date, time, and place. A maximum of two representatives of prospective Bidders shall be allowed to participate on production of authority letter from the Bidder.
- b) During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of Authority. Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive Bidding Process.

#### **O. MISCELLANEOUS**

- a) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- b) Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- c) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- d) consult with any Bidder in order to receive clarification or further information;
- e) retain any information and/ or evidence submitted to Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
- f) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- g) It shall be deemed that by submitting the Bid, the Bidder agrees and releases Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the RFP document, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- h) The work shall be inspected through Third Party Quality Assurance Agency (TPQAA). The charges of all such inspection shall be borne by the contractor as per No. Addl. Comm. (Engg.)/ MCD/ D-41 dated: 17.02.2023. The comments / observations of the 3<sup>rd</sup> party shall be binding on the contractor as decided by the department. Fee / charges taken by the external laboratory sample testing charges shall be borne by the contractor as per the circular No. S.E. (Plg.)/ 2022-23/ D-45 dated: 26.07.2022. In addition, if the work is inspected/ checked by any other Govt. agency like CTE etc., the observation of the agency will be binding on the Operator for compliance and/or rectification as required, nothing extra will be paid on that account.
- i) The General Conditions of Contract (GCC) of MCD will be applicable and are part of this NIT.
- j) No conditional tender will be accepted in any way. Tenderer with any conditions including conditional rebate shall be rejected rightly however tenders with unconditional rebate will be acceptable.

- k) Any type of damages to Govt./ Private properties, accident with the equipment or staff on duty or any other person will be borne by the contractor. MCD stands indemnified in this respect by the contractor, for which the bidder has to submit an indemnity bond on stamp paper of Rs. 100/- as per APPENDIX 2 within 7 days from the issue of LOA.
- l) The bidders have to ensure compliance of all applicable statutory norms and registration with respective authorities as required.

## **P. EVALUATION OF BIDS**

An online bid in dual bid System will be adopted for evaluating the Proposals. The TENDER document can only be downloaded online from <https://etenders.gov.in/eprocure/app> and not available manually. Anyone can download this TENDER document. The interested agencies/firms which are not registered in online tendering with MCD shall have to register itself first and then only they can participate in the bids. The procedure for registration can be seen at <https://etenders.gov.in/eprocure/app> or [www.mcdonline.gov.in](http://www.mcdonline.gov.in).

Technical Bid will be carried out prior to opening of Financial Bid. Financial Bid will be opened of qualifying bidders in technical bid.

### **1. TECHNICAL BID:**

The Technical Proposals would be opened first and the detailed submitted by the bidders will be evaluated in the following manner:

- (a) The eligibility criteria will first be scrutinized and the bidder's eligibility for the work is determined.
- ### **2. Financial Bid (rate should be quoted percentage above/below tendered amount): - The quoted rate should include the followings but not limited to:**
- (a) Cost of material/equipment and services.
  - (b) All charges for containers and packing.
  - (c) All Charges necessary to effect free delivery of material/equipment and other T & P items at the work site including loading and un- loading of Equipment at site.
  - (d) All charges such as freights, insurance, customs, excise clearing charges etc.
  - (e) GST as applicable or any other tax, levies, cess etc.on equipment/T & P's covered in scope of work.
  - (f) Erection Charges in respect of all items required to complete the entire work under each item.
  - (g) Warranty and maintenance support of the complete system.
  - (h) The bidder shall be fully responsible for all kind of theft in the project.
  - (i) Testing in factory & site tests on equipment's and accessories and commissioning charges and charges for the type/routine tests on equipment and Accessories shall be borne by the bidder.
  - (j) All charges on A/c of deliverables in the scope of bidder as defined in various clauses of tender document.
  - (k) Cost on account of safety measures and improvement of system if required.
  - (l) All the dismantled material shall be property of bidder & shall be buyback by bidder. Rates shall be quoted accordingly.
- It is up to the wisdom of bidder as to how to do costing for most competitive bid.

## Q. Financial Bid

Name of Work: Replacement of existing public lights along with Comprehensive operation and maintenance for Six Zones (Civil Line Zone, City & SP Zone, Karol Bagh Zone, Keshavpuram Zone, Rohini Zone & Narela Zone) under jurisdiction of MCD including unauthorized areas for a period of 10 years

NIT No:

Dated:

S No.	Particulars	Quantity	Unit	Rates light / month (in Rs.)	Amount (in Rs) (for 10 years)
1	Phase wise replacement of existing street lights with ILMS (intelligent Light Monitoring System) Smart LED Street lights along with comprehensive operation and maintenance for a period of 10 years (including supply lines from meter to light fitting, pole box/window including accessories, earthing etc.) complete as required (including GST@ 18%) (per point per month)	455,83,440	Light - months	300	1367,50,32,000/-

1.

- g) The above quoted price are inclusive of all applicable taxes, duties, Levies, Cess, loading / unloading / installation and commissioning, lodging & boarding, travel expenses etc.
- h) The bidder should compulsorily quote as per price-bid format for which separate analysis / reasonable estimation of all heads should be done by the bidder before quoting the rates in the financial bid. Any contravention may lead to rejection of offer submitted.
- i) If there is a discrepancy between words and figures, the amount written in words will prevail.
- j) Any other item as required for O&M of the system for reliable and efficient operation to be provided within the quoted price.
- k) The selection of the bidder will be done on the technically acceptable and L-1 (Lowest One) price basis.
- l) The prices as per quoted bid shall remain firm throughout the contract period. Clause 10C & 10CC shall not be applicable in this contract.

## R. OPENING OF FINANCIAL BID

After evaluation of applications, a list of short-listed agencies will be prepared. Thereafter the financial bids of only the qualified and technically acceptable bidders shall be opened. The bid shall remain valid for a period of 120 days from the date of opening of technical bids.

## S. Award Criteria

1. The MCD reserves the right, without being liable for any damages or obligation to inform the bidder, to:

- (a) Amend the scope and value of contract to the bidder.
  - (b) Reject any or all the applications without assigning any reason.
2. Any effort on the part of the bidder or his agent to exercise influence or to pressurize the employer would result in rejection of his bid. Canvassing of any kind is prohibited.

#### **T. Payment Terms**

- (a) The bidder will submit monthly bills in the form of meter-wise daily functionality report for entire streetlights in a zone on monthly basis to the Engineer-in-Charge and copy to respective zonal Executive Engineers.
- (b) The bills will be submitted within 15<sup>th</sup> of every month. In case of delay in submission of bills, MCD shall not be liable to pay interest etc. However, MCD will make all efforts to ensure payment in stipulated timeline.
- (c) In order to include safeguard for ensuring timely payment to the successful bidder over the large contract period an ECROW account will be created.
- (d) Applicable GST, Income Tax and Labour Cess shall be deducted from the bills of the successful bidder. Certificates to the same effect will be issued to the successful bidder for their official purposes.
- (e) The successful bidder shall submit a certificate duly certified by CA that the bidder has comply the relevant provisions of the ESI, EPF & MP Act, 1952 as applicable against the period of work for which demand / bills are raised. The successful bidder shall also submit relevant documents for the same as & when demanded by MCD. Otherwise MCD shall withhold the payment due as per the provisions of the ESI, EPF & MP Act, 1952 for ensuring compliance of this Act by the bidder.
- (f) In case, there is some deviation in the quantities of LED fixture vis-à-vis TENDER quantities found in initial survey and otherwise, the payment shall be made on actual basis during any point of time during the contract.
- (g) Frequency shall be monthly for submission of invoices.
- (h) Savings on account of dimming, higher luminous efficacy will not be considered for any kind of refund to the successful bidder.

#### **U. Additional Conditions:**

- a) General Conditions of Contract of MCD with all amendments up to date shall be applicable.
- b) The work shall be carried out strictly in accordance with CPWD Specification 2005 Part-I (Internal) & 1994 Part-II (external) both amended up to date and in accordance with the Indian Electricity Rule 1956 and Indian Electricity Act 1910 amended up to date.
- c) Successful bidder, on whom letter of award is placed, is to ensure all safety guidelines, rules and regulations, labour laws etc. Successful bidder shall indemnify MCD for any accident, injury met by its labour, employee or any other person working for him or general public. Any compensation sought by its labour, employee or any other person working for him or general public either during operation of work order or at any stage later on, shall be paid by successful bidder solely as per settlement. MCD has no role to play in this matter. In case, any dispute arises out of these conditions, the directions / decisions / settlements by court, the full compensation amount shall be borne by the successful bidder. If the successful

bidder does not abide by this condition, MCD reserves the right to pay the aggrieved party directly and the same shall be recovered from the payouts of the successful bidder.

- d) All employees / workman engaged by the successful bidder to work on this project shall not have any claim regarding engagement / employment by MCD sitting the plea that they worked for and on behalf of MCD. They shall purely be the employees / workman of the successful bidder only.
- e) Quoted rates are all inclusive i.e. cost of material, Labour, Taxes, duties, levies, charges for the item contingent to the work etc.
- f) The prices as per quoted bid shall remain firm throughout the contract period. Clause 10C & 10CC shall not be applicable in this contract.
- g) Successful bidder shall indemnify MCD on A/c of any losses to the successful bidder if occurs during the Contract.
- h) No conditional tender will be accepted.
- i) Any kind of advance shall not be payable to bidder.
- j) The Successful bidder shall not vertical sublet the work without prior approval of the Engineer –in – charge.
- k) The contractor has to carryout excavation of trenches for cables & pipe laying in a fixed time frame in close coordination with Engineer in Charge. It will be the responsibility of the contractor to carry out the excavation of trenches with in target period utilizing all possible resources.
- l) Contractor shall make his own arrangement for watch & ward and safety of his men, material, vehicle etc. and nothing extra shall be paid by the department on this account.
- m) The work shall be carried out as per CPWD general specifications for electrical work amended up-to- date shall comply with provision of Indian Electricity Rule 1956 and in accordance with any modification/ indication hereunder and in the schedule of quantity, relevant BIS shall be followed in all cases. Specifications not covered in the general specification of CPWD shall be governed by relevant IS specifications. In case ISI specifications are also not available, the decision of the Engineer-In-charge given in writing based on acceptable sound Engineering Practice and local usage shall be final and binding on the contractor.
- n) The contractor will furnish necessary certificate /documents in support of genuineness / conformity to ISS of materials / items used at site as & when desired by the department.
- o) Notwithstanding the schedule of quantities, all items of inter-related work considered necessary to make installation complete and operative deemed to be included and shall be provided by the contractor at no extra cost.
- p) The Engineer in charge will be at liberty to get the work inspected through the C.T.E. or any other agency appointed by the Govt. or MCD and the result of their findings will be binding on the contractor.
- q) All works necessary for installations of equipment's such as making of Opening in the walls/floors either of RCC or brick masonry etc. and restoring them to original conditions and finish, Civil, Plumbing, Electrical etc., after modifying/altering/extending the existing work is included within the scope of the work to be done by the Successful bidder.
- r) All material brought by the Successful bidder for use on work shall have to be of good quality. The same has to be got approved from the Engineer-in-Charge before using the same on the work. No claim for defective material brought by the Successful bidder and not

approved by the Engineer-in-Charge shall be entertained.

- s) No T&P will be supplied by the department. All T&P required for execution of work shall be brought by Successful bidder at his own cost and nothing extra shall be paid on this account.
- t) If technical specification of any item is not specified in the contract anywhere, the relevant IS shall be applicable for that material.
- u) The contractor shall arrange all T&P required for upkeep and routine maintenance etc.
- v) A Bidder shall be disqualified if it is determined by the MCD at any stage of bidding process that the Bidder has made misleading or false representation in the form, statements and attachments in the proof of the qualification requirements. The bidders shall also be disqualified if it fails to continue to satisfy the Qualifying Criteria during any stage of the evaluation process. Supplementary information or documentation regarding qualifications maybe sought from the Bidder at any time and must be so provided within reasonable timeframe as stipulated by the MCD.
- w) The bidders are advised to inspect the site to ascertain the nature and limitation of the site, across thereto, local facilities and all matters affecting the rates and execution of the work. The bidder shall be deemed to have full knowledge of the site and construction/work as required to be carried out by him, whether or not, he actually inspects them.
- x) The cost of preparing the proposal including a visit to the Site or office etc. will not be reimbursed as a direct cost of the assignment & MCD is not bound to accept any of the proposals submitted.
- y) Any accessories/item which may not have been mentioned in the specification but are required for satisfactory commissioning of the work shall be deemed to be included in the contract and shall be provided by the bidder without extra charges later on.
- z) The authority reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected.
- aa) Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the MCD will in no case shall be responsible or liable for these costs.
- bb) The Bid should be submitted by the Bidder in whose name the bid document has been issued and under no circumstances it shall be transferred / sold to the other party.
- cc) The MCD reserves the right to request for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of the MCD, the data in support of Tender requirement is incomplete.
- dd) The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the Bid Documents and site requirements. Failure to furnish all information required in the Bid Documents or Submission of a Bid not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid. However, the MCD decision in regard to the responsiveness and rejection of bids shall be final and binding without any obligation, financial or otherwise, on the MCD.
- ee) The bidder will have to produce invoice/gate pass of the manufacturer for major items of material to be installed against supply & erection of work for genuineness of the material.
- ff) The Bidder shall not assign or sublet the contract without written approval of the officer sanctioning the contract.
- gg) In case due to change in technology, the supplied product is not available during warranty/ maintenance period than the improved version of product can be used in

warranty/maintenance period with same or improved parameters or the combination thereof after written communication of Engineer-In-Charge without any extra cost & on same terms and conditions.

- hh) The Bidder shall be deemed to have examined the Bid document, to have obtained his own information in all matters whatsoever that might affect carrying out the works in line with the Scope of Work specified in the document at the offered rates and to have satisfied himself to the sufficiency of his Bid. The bidder shall be deemed to know the scope, nature and magnitude of the work and requirement of materials, equipment, tools and labour involved, wage structures and as to what all works he has to complete in accordance with the Bid documents irrespective of any defects, omissions or errors that may be found in the Bid documents.
- ii) The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Contractor, for an amount not less than the Contract Price of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War risks and strikes.
- jj) Transportation, Demurrage Wharf age, Etc.: Contractor is required under the Contract to transport the Goods to place of destination defined as Site. Transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Contractor, and the related cost shall be included in the Contract Price.
- kk) If it is found that the materials supplied are not of the right quality or not in accordance with our specifications (required by us) or received in damaged or broken conditions, not satisfactory owing to any reason of which MCD shall be the sole judge, MCD shall be entitled to reject the materials, cancel the contract and buy its requirement from the open market / other sources and recover the loss, if any, from the successful bidder reserving to ourselves the right to encash the Performance Bank Guarantee, furnished by the successful bidder against the contract. The successful bidder shall make his own arrangements to remove the rejected material within a fortnight of instruction to do so. Thereafter material will lie entirely at the successful bidder's risk and responsibility and storage charges, along with any other charges applicable, will be recoverable from the successful bidder.
- ll) MCD reserve the right to accept or reject any quotation in full or in part without assigning any reason thereof.
- mm) The bidder should not have been black-listed by any Central / State Government or Public Sector Undertakings. If at any stage of tendering process or during the currency of the contract, any suppression / falsification of such information is brought to the knowledge, MCD shall have the right to reject the proposal or terminate the contract, as the case may be, without any compensation to the tenderer & forfeiture of bid security/EMD/CPG.
- nn) All works shall be carried out in accordance with relevant statutory Acts, Rules, Regulations, Standards, Specifications and Safety Codes, both statutory and those specified by the bureau of Indian Standard related to this work in particular this work shall comply the followings:
  - a. Regulations under factory Act.
  - b. Regulations under Indian Electricity Act.
  - c. Workman's compensation Act.
  - d. Regulations under Provisions of Contract Act and central rule.
  - e. Regulations under Delhi Pollution Control Act.

- f. Confirmation to CPWD General Specifications for Electrical works.
  - g. Conformity with Local Fire Regulations and rules.
  - oo) In case of damage of light fittings or breaking of glass or burning of fitting or blackening of light fitting etc., it shall be responsibility of bidder to replace that light with running light of same wattage at no extra cost. Rates shall be quoted accordingly.
  - pp) If there is theft of any street light or accessories or Group level Feeder Control box, then it shall be responsibility of bidder to replace that equipment with running equipment at no extra cost. Bidder may take insurance policy for that purpose in his name. Rates shall be quoted accordingly.
- The successful bidder shall start the work within 10 days of award of work.

#### **V. Functionality, SLA / Performance level benchmark and related penalties:**

1. The complete real-time functionality data / Metering parameters along with complaint log, captured through ILMS / Group level Feeder Control and complaint handling mechanism shall be transferred on MCD's server and the same will be in public domain through link on MCD website.
2. The Functionality requirement:
  - A. The accountability with respect to functioning of streetlights will be fixed by prescribing benchmark at each Group level Feeder Control rather than at Zonal level. So, 98% of streetlights in each Group Feeder Control should be functional. Then full monthly payment shall be payable to the successful bidder as an incentive. If the functionality is below 98% in a month, the payment for non-functional streetlights will not be made for the entire month. Further, a penalty calculated at the awarded rate for all non-functional streetlight in that Group Feeder Control shall also be imposed.
  - B. All Group level Feeder Control must be functional; in case of any non-functionality of Group level Feeder Control it must be attended within 48 hours otherwise penalty @ 500 per day per Group level Feeder Control will be levied. The non-functionality is not limited to auto switching only but also includes miscommunication of data in the dashboard.
  - C. Penalty for non-attending the streetlight complaint / fault after 48 hours is Rs. 100/- per non-functional light per day per default irrespective of overall monthly Group level Feeder Control / Circuit wise performance.
  - D. Starting of failure period for record will be based on the report from ILMS / Group level Feeder Control / Complaint Handling system or forwarding the complaint by MCD authorized representative on dedicated help line nos. & E-mail address of Centralized Control, Monitoring & complaint center established by Contractor / complaint generated by the centralized MIS whichever is earlier.
  - E. The Contractor must keep adequate quantities of spare lights, accessories or any other equipment/material what so ever is required in order to enable speedy replacement and achieving the desired performance benchmark of LED light fixtures.
  - F. Further, in case Contractor is not able to deliver the performance / progress of work as per scheduled timelines, MCD reserves the right to get the work done at the risk & cost of Contractor.

3. Penalty in case of fewer or no replacement of fittings, ILMS and Group level Feeder Control by bidder:

In case of fewer or no replacement of fittings, ILMS and Group level Feeder Control by bidder, the penalty shall be imposed on bidder on monthly basis wherein L is difference of load (kW), D is duration, H is burning hours per day and T is applicable tariff at that time.

Delay of days in replacement	Load Variation (in KW)	Unit Loss (@ H =11.5 hours)	Penalty
D Days	$L = (\text{No. of Proposed Lights to be installed in a month} - \text{Actual No. of Lights replaced in the month}) * (\text{Difference in Load (kW) of existing fitting and new fitting})$	Unit Loss = $(L * H * D)$	$T * (L * H * D) * 1.25$

4. Service Level Agreement (SLA) for Server Uptime & Penalty

a. Uptime Requirement - The “Service Provider” shall ensure that the application, server infrastructure, database, APIs, and all associated services remain available with a minimum uptime of 99.9% on a monthly basis, excluding scheduled maintenance.

b. Definition of Uptime - Uptime shall be calculated as per the following formula:

$$\text{Uptime (\%)} = [(\text{Total Time} - \text{Downtime}) / \text{Total Time}] \times 100$$

Where:

- Total Time = Total number of hours in the relevant calendar month
- Downtime = Total time during which the system is unavailable or inaccessible to end users

c. Scope of Downtime - Downtime shall include, but not be limited to:

- Application/service unavailability
- Server or virtual machine failure
- Database inaccessibility or failure
- API/service endpoint failure
- Network/connectivity issues at hosting level
- Authentication/payment gateway integration failure (if applicable)

Partial service disruption affecting critical functionalities shall also be treated as downtime.

d. Exclusions from Downtime - The following shall be excluded from downtime calculations:

- Scheduled maintenance with prior written approval of the Department, with at least 48 hours’ notice
- Emergency maintenance with prior intimation and approval
- Force Majeure events (as defined in the contract)

Scheduled maintenance shall not exceed 4 hours per month and shall preferably be carried out during non-peak hours (*Day time*).

e. Measurement & Reporting - SLA shall be measured on a monthly basis (calendar month)

- The Service Provider shall provide:

- Monthly uptime reports
- Incident logs and downtime details
- The Department reserves the right to:
  - Validate uptime through its own monitoring tools
  - Use third-party audit/monitoring systems

f. Penalty / Liquidated Damages (LD) - In case the Service Provider fails to meet the prescribed uptime SLA, penalties shall be levied as follows:

Monthly Uptime Achieved	Penalty (as % of Monthly Payment)
≥ 99.9%	Nil
≥ 99.0% and < 99.9%	2.5 %
≥ 98.0% and < 99.0%	5 %
≥ 97.0% and < 98.0%	7.5 %
< 97.0%	10 %

g. Maximum Cap on Penalty

- Total penalties shall not exceed 10 % of the total payment
- In case of continuous breach of SLA for three (3) consecutive months, the Department reserves the right to:
  - Issue notice for corrective action
  - Invoke Performance Bank Guarantee (PBG)
  - Terminate the contract

h. Response and Resolution Time (Support SLA)

Severity Level	Description	Response Time	Resolution Time
Critical	Complete system down	15 minutes	2 hours
High	Major functionality impacted	30 minutes	4 hours
Medium	Partial service degradation	2 hours	1 working day
Low	Minor issue / query	1 working day	3 working days

i. Escalation Mechanism - The Service Provider shall maintain a defined escalation matrix (L1, L2, L3 levels), which shall be shared with the Department and updated from time to time.

j. Compliance - Failure to comply with SLA requirements shall attract penalties as defined above and may also lead to contract review, suspension, or termination as per the terms and conditions of the Agreement.

“The Service Provider shall ensure high availability through redundancy, load balancing, and disaster recovery mechanisms. The uptime of Disaster Recovery (DR) environment shall also be considered in SLA compliance. Any failure of core services including database, APIs, or integration layers shall be treated as system downtime.”

5. Discrepancies and Adjustment of Errors:

In the case of discrepancy between the conditions described in this tender, the following

order of preference shall be observed:

- Description of schedule of quantities.
- Technical Specifications.
- Special conditions
- General Conditions of Contract.
- Indian Standard Specifications as per relevant IS
- Other international standard.
- Good Engineering Practices.

If there are varying or conflicting provisions made in any one documents forming part of contract, the tender approving authority will be the deciding authority with regards to the intension of the document and his decision shall be final and binding on the Successful bidders.

## **W. Dispute Resolution**

Any dispute, difference or controversy of whatever nature regarding the validity, interpretation, implementation or the rights and obligations arising out of, or in relation to, or howsoever arising under or in relation to this work between the Parties, and so notified by either Party to the other Party (the "Dispute") shall subject to the dispute resolution procedure set out in this Article. It is specially clarified here that in case of any ambiguity regarding the works, the practices existing at the time of submission of the proposal as per Good Industry Practice would prevail.

### **(a) Direct discussion between Parties**

Any Dispute that may arise between both the parties shall be first submitted for direct discussion between the Parties. For this purpose, the notice of Dispute (the "Notice of Dispute") sent by one Party to the other Party shall be considered as invitation for direct discussion, and it should specify a reasonable time and venue for the conducting of negotiation proceedings. In addition, the Notice of Dispute shall specify the basis of the Dispute and the amount claimed. In the direct discussion proceedings, each Party shall be represented by their representatives/officials or employees with sufficient knowledge and authority over the subject matter of the Dispute in order to have a meaningful discussion. At the discussion proceedings, the Party that has given the Notice of Dispute shall present an offer of settlement, which may form the starting point of discussions between the two Parties during the discussion proceedings. Failing which the matter shall be dealt as per GCC of MCD amended to date.

### **(b) Arbitration or Adjudication: Arbitration clause is not applicable in instant tender.**

### **(c) Performance during Dispute: Performance of this work shall continue during the settlement of any Dispute under this Article. The provisions for dispute settlement shall be binding upon the successors, assigns and any trustee or receiver or either the MCD or the "Successful Bidder".**

## **X. TECHNICAL SPECIFICATIONS**

- i. Technical specifications of LED Smart street light fixture should be as per latest applicable CPWD SR E&M. At present CPWD DSR E&M 2025 is applicable with following specifications.

LED Smart Street light fixture, powder coated pressure die cast aluminium (System. System lumen efficacy  $\geq 135$  lm/Watt).

Supplying, installation, Testing & Commissioning of Smart Street light LED fixture, powder coated pressure die cast aluminium body with built in or separate driver as per the requirement ( < 700ma), Input voltage: 140-270 Volt AC, frequency 50/60 hz, Operating temp range -5 °C to 50 °C, internal surge protection of 5 KV L,N,E as per IEC 61000-4-5, Driver efficiency >85%,THD < 10% as per IEC 61000-3-2, P.F. $\geq 0.95$ , IP-66, IK08, CRI  $\geq 70$ , under voltage and over voltage protection, EMI- EMC as per CISPR-15, lenses for beam angle as per IESNA type I/II/III as per the width of the road and the project requirement., suitable to fit in up to 65mm dia pipe, life time of minimum 50000 Burning Hours with 70% of initial Lumen maintained till life ends as per LM80 extrapolation IES TM-21-11 report, CCT 3000°K / 4000°K / 5700°K /6500°K (As per ANSI Bin), Maximum power consumption should not more than the specified rating and Fixture shall be of relevant BIS standard complete in all respect i/c external connections with 1.5 sq.mm FRLS/HFFR, PVC insulated copper conductor single core cable and earthing etc. as required with Minimum 5 year OEM warranty. System lumen efficacy  $\geq 135$  lm/Watt output . LM79 & LM80 Test report and all testing required for LED fixtures as per BIS shall be submitted. Shape size and CCT shall be as approved by Engineer-in-Charge as per requirement. (Thermal management: heat sink of aluminium housing such that LED junction temperature shall not rise above 90°C) Smart inbuilt controller shall have following features.

1. Control and monitor LED luminaries with bi directional control (Status, Fault, Alarm, dimming level, wattage, energy)
2. To measure voltage, current, power, power factor, apparent energy, active energy, operating hours
3. Inbuilt ambient light sensor, motion sensor based on Passive Infra Red (PIR).
4. Wi-Fi LoRA / Zigbee / Powerline with ethernet network based IOT feature as per site requirement or engineer in charge.
5. Should be controlled through auto/ manual
6. Programmable level of not less than 48 different light intensity settings,
7. Inbuilt repeater & relay signals function to other controllers

ii. Fixing arrangement / Focusing of the Street Lights:

Bidders should make suitable provision/adaptors/adjustment in LED street lights housing suitable on bracket/pole top of existing Pole infrastructure during installation/ replacement/ maintenance to ensure that major portion of light from Street Light is reasonably focused on to the center of the road and not outside the road. Charges for the tiltable adaptor shall be included in the quoted price. Any supplies without this adaptor shall be rejected.

iii. Tilt-able adapter for adjustment of boom angle (0° - 90°) which shall fit to any size of the arm. Supplies without tilt able adaptor, mounted on light housing, shall be rejected.

iv. Pole entry/Retro Fitting: suitable for fixing in existing lighting pole with bracket and locking bolt & Nut.

v. Wiring Connections: Considering the frequent connection/wire joint failures, in case of Street Lights connected to Overhead Aluminum Conductors of supply network in the past from some of the locations in general, special focus is required to be given in this regard to avoid high number of connection/joint failures which may lead to high number of non-glowing lights on this account and associated maintenance issues (delays and cost) which are avoidable.

Successful bidder shall obtain the details of existing wiring arrangement i.e., either use of aluminum wire from O/H conductor to Street Light or aluminum wire from O/H conductor jointed to copper wire from Street Light. Successful bidder is advised to decide, based on their experience, information and assessment on the connection arrangement, between LED Lights to overhead aluminum conductors of supply network, to be adopted. The probability of connection/joint failures in the place of each type of existing connection arrangement, considering the issues such as susceptibility of aluminum wire to snapping, possibility of corrosion failures of aluminum wires in areas wherever applicable, reported problem with aluminum to copper joints, etc. may be considered before finalizing the connection arrangement. LED street lights shall be supplied pre-fitted with SPD from factory along with the suitable wire, glands, crimped ferrules/thimbles/connectors (for Copper-to- Copper connections) and bi-metallic connectors on supply/ phase jumper- side as per the connection arrangement decided by the successful bidder.

- vi. The Luminaire casing shall carry MCD labels in MCD approved requisite sizing as to ensure clear visibility from the ground level below the light (i.e. from a vertical distance of 6-12 M).
- vii. Each Street Light casing shall be provided with a unique serial number to be engraved or embossed on the enclosure of LED Street Light.
- viii. NABL accredited lab report as per as per IEC/ES: 62262:2002 or International Lab of equivalent accreditation supporting the same shall be furnished by the manufacturer. (Impact resistance  $\geq$  IK07).
- ix. Variation in Driver output (Voltage & Current) at 110 V and 320 V w.r.t values at rated Voltage of 240V shall be within permissible limits as per IS: 16104 (Cl: 7.2).
- x. All raw materials shall confirm to the National Lighting Code SP72: 2010.
- xi. Software
  - A web-based / mobile based software package with a detailed information dashboard.
  - Ability to show the status of each light on the dashboard.
  - Inter-operability of all support services.
  - Ability to schedule and switch ON/OFF, dimming controllers remotely through the dashboard.
  - Reports in form of matrix as well as graphical representation Incorporate logics to determine fault detection at switching point level and power thefts and execute a user defined Standard Operating procedure to aid in issue remediation.
  - Feed-in raw data to the central repository. The development/change in the program/schedulers to feed-in data to MCD central repository is in the scope of bidders.
  - Dedicated server either on cloud or on-premises with sufficient resources to process and feed-in the data in a timely and regular manner without any fail.
  - Dedicated IT SPOC of successful bidder will work in co-ordination with MCD's nodal person to sync data with MCD central repository.
  - MCD may get the bidders IT system audited for security/compliance at any time during the currency of the contract.
- x. Hardware
  - Server uptime should be minimum 99.99% with disaster backup and sufficient storage

capacity and processing power to ensure stable operation of lights throughout the contract period. Maintenance of the server and software is the responsibility of the Successful Bidder.

All general Conditions of Contract for MCD Works (as amended to date) shall be applicable.

**Y. SPECIAL CONDITIONS OF CONTRACT:**

- (i) The contractor shall submit an irrevocable Performance Guarantee at specified percentage of the contractual amount as mentioned in Schedule 'E' in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer- in- Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Bank. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Corporation as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Corporation to make good the deficit.
- (ii) The Performance Guarantee shall be submitted by the contractor on format as per GCC and shall be initially valid up to the one year plus minimum six months beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.
- (iii) The Engineer-in-Charge shall make a claim under the performance guarantee except for amounts to which the Commissioner, MCD is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
  - (a) Failure by the contractor to extend the validity of the Performance Guarantee year-wise as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
  - (b) Failure by the contractor to pay Commissioner, MCD 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 Engineer- in-Charge.
- (iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Commissioner, MCD
- (v) The dismantled material shall be the property of contractor. Rates shall be quoted accordingly by the contractor.
- (vi) The clauses 2, 10C & 10 CC of GCC- 2024 are not applicable.
- (vii) Circular regarding Participation of Contractors registered with CPWD, state PWDs & Urban Local bodies in E- Tendering Process of MCD Vide Circular no- ADC/Engg(HQ)/MCD/2023/D-215 dated 21-2-2023 and its addendum vide No. ADC/Engg(HQ)/MCD/2023/D-2810 dated 28-

12-2023 is applicable.

- (viii) Circular vide no. D/EE(P)-III/2024-25/260 dated 04.11.2024 regarding amendments in GCC of MCD is applicable.
- (ix) Circular regarding guidelines for taking disciplinary action against contractors vide no. Addl. Comm. (Engg)/MCD/2024/D-19 dated 23.01.2024 is applicable.
- (x) Circular regarding performance security/ Guarantee vide no. SE (Plg.)-II/2023-24/D-61 dated 19.09.2023 is applicable.
- (xi) Circular issued vide circular no.CA-cum-FA/DCA(F&G)-II/MCD/2025/D-41 regarding mandatory submission of GST Tax invoice for work executed is applicable.
- (xii) Engineer-in-Charge reserves the right to witness and get the testing of any material delivered at site from designated labs or from any other independent NABL Accredited labs (if not available in designated labs) to ensure the specifications of material as per tender, in addition to the tests recommended by QC deptt. The contractor shall pay the cost of testing and hence rates should be quoted accordingly.
- (xiii) The Engineer in charge will be at liberty to get the work inspected through the C.T.E. or any other agency appointed by the Govt. or Municipal Corporation of Delhi and the result of their finding will be binding on the contractor.
- (xiv) The Companies manufacturing LED luminaries shall comply with Electronics & IT goods (requirement for compulsory registration) order 2012 amended up to date. The contractor/agency will submit necessary documents in this regard for the LED manufacturer proposed to be installed.
- (xv) In compliance of Engineering Department of circular No. D/471/EE(P)-III dated 22.02.06. 1% (one percent) labor cess is to be deducted from contractor's bill on each bill. For deducting one percent cess a weight age of one percent on composite value of the work is to be added while working out the justification of rates.
- (xvi) The MCD General Conditions of Contract 2024, issued vide Circular No. D/EE(P)-III/2024-25/260 dated 04.11.2024, along with all up-to-date amendments, shall be applicable. However, in accordance with Circular No. D/EE(P)-IV/MCD/2025-26/01 dated 15.07.2025, Clause 7 (Payment Clause) and Clause 9 of the CPWD General Conditions of Contract 2023 shall prevail over the corresponding provisions of the MCD GCC 2024.
- (xvii) Mobilization period for taking up operation & maintenance of complete public lights for all six zones will be upto 30 days from the date of issue of work order.
- (xviii) The LED lights under all zones proposed in this tender are currently under operation, maintenance contract with M/s Havells and TPDDL. Hence, the zonal maintenance & operation of LED lights will be handed over to successful bidder after completion of existing work. Whereas the conventional HPSV lights in unauthorised colonies / areas are under operation & maintenance with area DISCOM through DSIIDC as well as I&FC and shall be takeover "As on Where Basis" by the successful bidder.

## APPENDIX 1 – FORMAT FOR AFFIDAVIT

(To be on non-judicial stamp paper of appropriate value as per Stamp Act)

We [including any of our Associate], hereby declare that as on Bid Due Date:

- a. the Bidder & any of its Associate, their directors or key personnel have not been barred or included in the blacklist by any of the Central/ State Govt. dept./ Board/ Corporation/ PSUs/ Municipalities as on the last day of submission of bids.
- b. We undertake that, in case, any information provided in relation to this affidavit is found incorrect at any time hereafter, our Bid / LoA / agreement (if executed) would stand rejected / recalled / terminated, as the case may be.

.....

Signature and Name of the authorized signatory of the Bidder

.....

(Signature of Notary Public)

Place: .....

Date: .....

## APPENDIX 2 - INDEMNITY BOND

*(To be on non-judicial stamp paper of Rs. 100/- or appropriate value in accordance with the Stamp Act of the place of execution.)*

This Deed of Indemnity executed by [Name of Contractor/Company] having its registered office at [Address] (hereinafter referred to as the 'Indemnifier' or 'Contractor') which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives, and assignees in favour of [Name of Government Department/Entity], having its office at [Address] (hereinafter referred to as the 'Indemnified' or 'Purchaser').

### WHEREAS

1. The Indemnified has awarded a contract/work order bearing reference No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called the 'ORDER') for [Title of the Work] to the Contractor.
2. The Contractor has agreed to execute the work as per the terms and conditions stipulated in the Order.
3. The Contractor indemnifies the Purchaser against any loss, damage, or claims arising from labor accidents, breach of statutory obligations, or material handling during the execution of the contract.

### NOW THIS DEED WITNESSETH AS UNDER

1. The Contractor hereby indemnifies and holds harmless the [Name of Government Entity] from any and all claims, damages, costs, or expenses arising from any injury or accident to the staff / labourers employed by the Contractor during the execution of the work.
2. The Contractor agrees to pay all dues, taxes, and claims that may arise due to the negligence, omission, or commission of the Contractor or its employees.
3. The Contractor warrants that they will comply with all labor laws (PF, ESI, Minimum Wages) and will indemnify the Government against any liability arising from non-compliance.
4. This bond shall remain in force until the final completion and acceptance of the work.

IN WITNESS WHEREOF, the Indemnifier has set their hands and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Signature of Contractor/Authorized Signatory)

[Name & Designation]

[Seal]

Witnessed By:

1. \_\_\_\_\_ (Name S/o \_\_\_\_\_, Permanent address)
2. \_\_\_\_\_ (Name S/o \_\_\_\_\_, Permanent address)