# MAHANAGAR TELEPHONE NIGAM LIMITED

**(A Government of India Enterprise)**



**E-TENDER FOR**

Appointment of contractor for laying, installation and commissioning of fiber distribution network in the buildings/societies/complexes etc from 1 st stage splitter to 2nd stage splitter/FTB/FDMS and laying of 1F/2F/6F/12F OF cable from FTB/FDMS/Splitter to subscriber end.

**T.E.No: AGM (MPL)/FTTH/Services /2018-19/01**

##### Cost of Tender Document

##### Rs. 2000/- + GST @ 18% = Rs.2360/-each set

**O/o AGM (MPL),**

**C.S.D. COMPOUND, NETAJI NAGAR, NEW DELHI-110023**

**Instructions to bidders**

**The Tender shall be submitted through e-tendering system on website** [**http://www.tcil-india-electronictender.com**](http://www.tcil-india-electronictender.com) **through TCIL, a Government of India Undertaking. Your offer complete in all respects as per enclosed documents must be submitted latest by 15.00 Hrs of ----------------.**

**The “Instructions to Bidder” and “General (Commercial) Conditions” are applicable for this Tender. However, the clauses mentioned in the “Special Conditions” & “Technical Specifications” will supersede the General (Commercial) Conditions, wherever there is a conflict.**

**Tender bids shall be opened on line at 12.00 Hrs. on next day i.e. -------. The representatives of the bidders may attend the bid opening either online after logging on to the TCIL’s e-Tendering System portal or at MTNL premises along with Letter of authorization for attending bid opening at following address:-.**

Address:

O/O AGM (MPL)

MTNL CSD Compound Netaji Nagar

New Delhi -110023

Phone No. o11-26881552

Email ID: agmmplnws@bol.net.in

**MAHANAGAR TELEPHONE NIGAM LIMITED**

**Office of the Assistant General Manager (MPL)**

**CSD Compound Netaji Nagar**

**New Delhi-110023**



**T.E.No: AGM (MPL)/FTTH/Services /2018-19/01**

**E-TENDER FOR**

Appointment of contractor for laying, installation and commissioning of fiber distribution network in the buildings/societies/complexes etc from 1st stage splitter to 2nd stage splitter/FTB/FDMS and laying of 1F/2F/6F/12F OF cable from FTB/FDMS/Splitter to subscriber end i.e. up to ONT (Optical Network Terminal) and provision for approx. 25000 Nos. of FTTH connections in the buildings/societies/complexes in MTNL, Delhi.

# To

**Ref: Tender Notice No. : AGM(MPL)/FTTH/Services /2018-19/01**

Dear Sir,

Please find enclosed the following bid documents in original to be used for submission of the bid.

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The tender shall be submitted through e-tendering system on website **https://www.tcil-india-electrionictender.com** . Your offer complete in all respects as per enclosed documents must be submitted latest by **15.00 Hrs. of Scheduled date of submission of bid.**

The “Instructions to Bidder” and “General (Commercial) conditions” are applicable for this Tender. However, the clauses mentioned in the “Special Conditions of Contract” & Technical Specifications will supersede the General (Commercial) Conditions.

Tender bids shall be opened on line at **12:00 Hrs. on the Scheduled date of bid opening**. The representatives of the bidders may attend the bid opening either online after logging on to the MTNL's e-procurement portal or at MTNL premises along with letter of authorization for attending bid opening at following address.

Encl: Bid Document

**Asstt. Genl. Manager (MPL)**

CSD Compound, Netaji Nagar,

New Delhi-23.

Email ID: [agmmplnws@bol.net.in](mailto:agmmplnws@bol.net.in)

011-26881552

**Annexure-A**

**Check List**

**This checklist should be the cover page of the original techno-commercial bid.**

While submitting the bid, bidders are required to check/ clearly mention whether they have submitted copies of the following documents or whichever is required as per terms and conditions of the bid document. Reason(s) for non-submission of any document is to be clearly mentioned.

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl. No.** | **ITEM** | **Yes/ No** | **Page No.** |
| **1.** | All the pages of Bid and enclosures are serially numbered and signed by authorized Signatory as per Clause No.15, Section-II of the tender document.  The total no. of pages in the bid to be indicated here. |  | |
| **2.** | The covers of the bids are **properly sealed** as per clause 16, Section-II. | Yes/ No | N.A. |
| **3.** | **Cost of tender document** **or copy of NSIC Certificate/MSME Registration Certificate** as per Clause 5, Section-I has been submitted. | Yes/ No |  |
| **4.** | **Bid Security or copy of NSIC Certificate/ MSME Registration Certificate** as per Clause 13, Section-II has been submitted. | Yes/ No |  |
| **5.** | The **Financial Bid** has been submitted On-Line as per clause 9, 10,11 and 15 of Section-II and the rates have been quoted in accordance with specified format/ details in the Tender Document form as per Section-X Pt-I, Pt-II and Annexure-I . | Yes/ No | Part-B |
| **6.** | **Certificate of incorporation** as per Clause 10 of Section-II has been submitted. | Yes/ No |  |
| **7.** | **Article or Memorandum** **of Association and Certificate of incorporation or partnership deed or proprietorship deed** as the case may be along with subsequent amendments etc. as per Clause 11.1(vi) &(viii) of Section-II has been submitted. | Yes/ No |  |
| **8.** | **Copy of Latest and valid NSIC Certificate/MSME Registration certificate (If applicable)** for the tendered items as per clause No. 11.1(ix) Section-II has been submitted. | Yes/ No |  |
| **9.** | Approval from Reserve Bank of India/SIA in case of foreign collaboration as per Clause 11.1(vii) | Yes/ No |  |
| **10.** | Whether EMD is valid for **180 days** from date of opening of tender. | Yes/ No |  |
| **11** | **General Power of Attorney** in favour of the signatory in case of Partnership firm/ Registered company/ Proprietorship firms **duly notarized** given by all partners in case of Partnership firm, by the Resolution of the Board given by authorized director(s) in case of company and the proprietor in case of proprietorship firm has been submitted as per clause No. 11.1(x) of Section-II | Yes/ No |  |
| **12.** | **A certificate of satisfactory completion of work** as per clause 3.2 and 11.1(iii) of section –II | Yes/ No |  |
| **13.** | Copies of I.T. Returns filed and copies of dully Certified/ Audited Balance Sheet along with Profit and Loss account or Annual Report indicating the required turnover as per table at page no.7, during last three financial years i.e. 2014-15, 2015-16 & 2016-17 and more than **25 Lacs**  during last financial year i.e. 2016-17 as per clause-3 and 11.1(ii), Section-II has been submitted. | Yes/ No |  |
| **14.** | Bid form is filled. See Section VII ( Bid Form and Form-A) Part –I, II &III | Yes/ No |  |
| **15** | Bid validity is **150 days** | Yes/ No |  |
| **16.** | 1. **An undertaking** that the bidder would get himself registered with Competent Authority under The Contract Labour (Regulation and Abolition) Act, 1970, as per clause-11.1(xi),Section-II has been submitted. | Yes/ No |  |
| (b) **An undertaking** that bidder would get himself registered with competent authority under the “The Delhi Building And Other Construction Workers’ Welfare Cess Act, 1996, as per clause-11.1(xii), Section-II has been submitted. | Yes/ No |  |
| **17.** | **An undertaking** to the effect that “I/ We have studied & understood all the terms and conditions as well as work description given in the Tender document and the same are unconditionally acceptable to me/us and I/We agree to abide by the same” as per clause –11.1(xiii), SectiBon-II has been submitted. | Yes/ No |  |
| **18.** | Documentary evidence regarding registration of the firm with EPF/RPF Commissioner along with **an undertaking** as per clause-11.1(xiv), Section-II has been submitted. | Yes/ No |  |
| **19.** | Copy of valid Goods and Service Tax Registration No. (GSTIN) as per clause-11.1(xvi)(a), Section-II, has been submitted Or mention as unregistered dealer. | Yes/ No |  |
| **20.** | If bidder has opted Composition Scheme under GST, a declaration in this regard has been submitted by bidder in bid document as per clause-11.1(xvi) (b), Section-II. | Yes/ No |  |
| **21.** | **A declaration** regarding blacklisting / debarred (format given in **Annexure-D**) as per clause-11.1(xvii)(a) of Section-II has been submitted. | Yes/ No |  |
| **22.** | Information regarding local address (Delhi and/or satellite towns’ viz. Gurugram, Noida, Faridabad & Ghaziabad) with necessary infrastructure to execute the works has been submitted as per clause-11.1(xviii), Section-II. | Yes/ No |  |
| **23.** | Documentary evidence regarding the financial, technical and production capability necessary to perform the contract details as per **Form “A**” as per clause 11.2(i) of section-II has been submitted | Yes/ No |  |
| **24.** | **Relationship certificate** (format given in **Annexure-C**) has been submitted as per clause 11.1(xxi) Section-II. | Yes/ No |  |
| **25.** | **Clause–by-Clause compliance certificate** or declaration/ deviation, if any as per format given at **Annexure-B** has been submitted. | Yes/ No |  |
| **26.** | **ECS Mandate Form** as per format given in Annexure-E has been submitted**.** | Yes/ No |  |
| **27.** | **Pass phrase** for both Technical & Financial bids in separate sealed envelopes has been submitted offline. | Yes/ No |  |
| **28** | A copy of Un priced financial (Section X) Part-I &Part-II **blanked out** has been enclosed with Techno-Commercial bid. | Yes/ No |  |
| **29.** | The MOU (Integrity Pact) pursuant to Clause 11.1 (xxiv) Section II as per format given in Section XV of tender document has been submitted. **If the Contractor is a partnership firm or a consortium, this agreement must be signed by all partners or consortium members.** |  |  |
| **30.** | Self declaration by bidder that he is **aware of Area of Geographical jurisdiction of, all the Seven (7) area GM of MTNL Delhi.** | Yes/ No |  |
| **31.** | EMD will be separate for each area GM(UNIT) applied for. For example if a bidder applied for GM(central) & GM(east) area then his EMD will be 97,000 for GM(central) & 72,000 for GM (east) both EMD will be separately deposited. |  |  |
| **32.** | Integrity pact | Yes/no |  |
| **33.** | Any other document |  |  |

\* Strike out which ever is not applicable.

(Signature of Proprietor/Director/Partner/Authorized Signatory)

(Sh./Smt./Miss.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

**SECTION – I**

**NOTICE INVITING TENDER**

1. **Tender No. : No. AGM (MPL)/FTTH/Services /2018-19/01**

**2 . Due date of Receipt : Up to 15:00 hours on Scheduled date of submission.**

**3. Due date of opening : 12:00 Hours onwards on Scheduled date of opening.**

**4.** On behalf of Executive Director , Mahanagar Telephone Nigam Limited (MTNL) Delhi, on-line Tender under Two-Bid system (Techno-commercial bid & Financial bid) are invited from reputed Indian Registered Companies, fulfilling the qualifying requirements as per details below for laying, installation and commissioning of fiber distribution network in the buildings/societies/complexes etc from 1 st stage splitter to 2nd stage splitter/FTB/FDMS and laying of 1F/2F/6F/12F OF cable from FTB/FDMS/Splitter to subscriber end.

##### i.e. up to ONT(Optical Network Terminal) and provision for approx 25000 Nos of FTTH connections in the buildings/societies/complexes in MTNL, Delhi as per description given below-.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| SL No. | GM(Unit) | No of FTTH Connections | Estimated cost(in Rs) | EMD(in Rs) | Average Turnover(in Rs)in Last Three year | Area co-ordinate officer | |  |
| 1. | Central | 4000 | 96,61,133/- | 97,000/- | 25 Lacs | AGM(plg) of concern GM(unit) | |
| 2. | East | 3000 | 72,45,850/- | 72,000/- |
| 3. | Trans Yamuna | 4000 | 96,61,133/- | 97,000/- |
| 4. | North | 3000 | 72,45,850/- | 72,000/- |
| 5. | West | 3000 | 72,45,850/- | 72,000/- |
| 6. | Bhikaji Cama Place | 4000 | 96,61,133/- | 97,000/- |
| 7. | Nehru Place | 4000 | 96,61,133/- | 97,000/- |
|  | **Total** | **25000** | **6,03,82,082/-say 6.04 Cr** | |  | |

**Note: The above quantities of work are tentative and may change depending upon actual requirement of MTNL, Delhi Unit. No bidder shall have any claim for award of any specific quantity, including quantity indicated in the bid document.**

The Estimated cost of tender is Rs 6.04 Crores.

The eligibility conditions for the bidders are detailed in clause-3 of section-II of tender document.

Bidder may participate for any or all GM(UNIT). The bids must be accompanied with EMD/ Bid Security depending on number of area applied in accordance with above table , in the Shape of Demand Draft drawn on any of the Nationalized/ Scheduled Bank payable at Delhi in favour of Account Officer (Cash) MM CSD netaji nagar, MTNL, New Delhi or in the form of Bank Guarantee issued by any Nationalized/ Scheduled Bank in India, valid for 180 days from the date of opening of bid, in the format as prescribed in section -VIII. One bidder can apply for All GM(unit) or as per their Choice unit,there is no restriction on it but all bids will be separately evaluated .

**Bid security in the form of Demand Draft or Bank Guarantee or copy of valid NSIC Certificate (if applicable) shall be submitted before the scheduled date and time of opening of the bid to AGM(MPL) MTNL CSD Compound Netaji Nagar New Delhi - 110023 without which the bid shall be rejected summarily.**

**A scanned copy of the bid security in the form of Bank Guarantee or Demand Draft/ valid NSIC Certificate/MSME Registration certificate (if applicable) shall be uploaded along with Techno-Commercial bid.**

5. Intending bidders may download the tender document from the website [**http://www.tcil-india-electronictender.com**](http://www.tcil-india-electronictender.com) and the cost of tender document is to be paid in the form of DD / Pay Order of **Rs.2360**/-(including GST @18%) drawn in favour of **Account Officer (Cash),MM, MTNL CSD Compound Netaji Nagar New Delhi- 110023 payable at New Delhi before scheduled date and time of opening of bids.**

The bidders (Small Scale Units) who are registered with National Small Scale Industries Corporation (NSIC) UNDER SINGLE POINT REGISTRATION SCHEME for the tendered items are exempted from payment of document Fee on submission of copy of current valid NSIC certificate. **If the value of procurement is more than their monetary limit, they are not entitled to free tender document.**

The MSEs (Micro & Small Enterprises) units/bidders registered with MSME for the tendered items are exempted from payment of tender document Fee on submission of copy of current and valid MSME

Registration Certificate. **If the value of procurement is more than their monetary limit, they are not entitled to get free tender document.**

6. The scanned copy of the Demand Draft/ Pay Order for Tender Document Fees or NSIC certificate /MSME registration certificate shall be enclosed by the bidder in its bid and Demand Draft or NSIC certificate/ MSME Certificate (if applicable) shall be submitted to **AGM(MPL) CSD Compound Netaji Nagar New Delhi - 110023** before scheduled date and time of opening of the bids **without which, the bid shall be rejected summarily.**.

7. The techno-commercial bids shall be opened on the stipulated date and in case of the date falling on any holidays or in case of unforeseen contingencies, the bids shall be opened on the next working day at the same time without any further notice. The financial bids of only those bidders will be opened at a later date, whose bids are found to be substantially responsive techno-Commercially.

8 .MTNL reserves the right to cancel the tender without assigning any reason.

9. The firm shall give e-mail address in addition to Telephone Numbers and address for correspondence for inclusion in the contract.

**Asstt. Genl. Manager (MPL)**

MTNL CSD Compound, Netaji Nagar,

New Delhi-23.

Email ID: [agmmplnws@bol.net.in](mailto:agmmplnws@bol.net.in)

011-26881552

**SECTION II**

INSTRUCTIONS TO BIDDERS

* 1. **Introduction**

The primary objective of MTNL is setting up state of art GPON based FTTH network. The network is intended to be used for integrating data, voice & video services and shall be the primary source of Internet bandwidth for Corporate, Institutions, Government bodies, retail users and individual customers. MTNL intend to provide bandwidth on demand, Video on Demand, Interactive Video, IPTV (Both SDTV as well as HDTV), POTs, VOIP, leased circuits, VPN and any other services likely to be introduced in future using proposed FTTH network to its customers through a Service Level Agreement (SLA). The Network shall be capable of offering fully managed services to customers & meeting a wide range of customer requirements, including security, quality of service (QOS), and any-to-any connectivity.

* 1. **The Scope of work** :

The scope of work is for laying, installation and commissioning of fiber distribution network network in the buildings/societies/complexes etc from 1 st stage splitter to 2nd stage splitter/FTB/FDMS and laying of 1F/2F/6F/12F OF cable from FTB/FDMS/Splitter to subscriber endi.e. up to ONT and provision for approx 25000 Nos of FTTH connections in the buildings/societies/complexes as per the broad description given under para 1.2.2 below in the buildings identified by MTNL as per its requirement.

* + 1. Broad descriptions for execution of the Installation & Commissioning work will be as follows:

1. **Installation of FDMS with (or without) splitter(s)**
   1. The wall mountable FDMS 48F/24F/12F/6F will be fitted on the wall as required by MTNL. The FDMS shall be fitted on the wall with rawl plugs & screws supplied with the FDMS.
   2. From ground level up to the FDMS, the OF cable shall be laid in the Tuflex Pipe clamped to the wall using rawl plugs and screws. Three clamps per meter will be used.
2. **Installation of 6F/12F FTB (Fibre Termination Box)/ONT/ splitter on the wall**
   1. The 6F/12F FTB will be fitted on the wall as required by MTNL. The FTB shall be fitted on the wall with rawl plugs & screws supplied with the FTB.
   2. The ONT will be fitted on the wall/desk at the subscriber premises as required by the MTNL/subscriber.
   3. In some locations, Splitters/couplers will be required to be installed generally on the wall or in the FDMS. The splitters will have to be fixed on the wall or mounted in the FDMS with screws or any other standard method/ arrangement provided with the splitters/system.
3. **Fitting of PVC pipe on the wall**

Distribution of fiber from ground floor/basement up to the last floor of the block/ building shall be carried out by using the available riser/shaft wherein PVC pipes shall be fitted. The buildings/ blocks where the risers/shafts are not available, PVC pipes shall be fitted on the available wall in such a way that access from these pipes is available for each floor of the building. Spout type circular box (PVC Tee box) shall be provided at each floor to take out the optical fiber cable for that floor. At the corners/ turning locations, PVC bends/corrugated flexible PVC pipe of required length shall be used as bend which will be properly fitted with the rigid PVC pipe through coupler. PVC pipes / corrugated flexible PVC pipe will be fitted on the wall with PVC clamps with base plate using rawl plugs & screws at a distance of every 2 feet (60 cm.). All the items used shall be as per the MTNL specifications.

1. **Fixing of PVC batten on the wall/ceiling**

The PVC batten shall be firmly fixed along the wall/ceiling by using proper size nails/screws of **ISI** quality. The average distance between the nails/screws for fixing the PVC batten will be approx. 30cm. At the turning point, the batten should be fitted in such a way that there should not be any gap and no difficulty in pulling/laying OF cable in it and then covering/locking the batten.

1. **Pulling/laying of 6F BIF cable through PVC pipe/ corrugated PVC pipe or Existing Conduit or using Nails & Hooks/ Clip in the Subscriber / tuflex pipe etc.**

The optical fiber cable shall be laid/ pulled in PVC /Tuflex pipes/corrugated PVC pipe or existing Conduit. The vender should take adequate precaution so that the cable is not damaged during pulling or transportation.6F/12F self supported cable to be used wherever is required.

1. **Laying of OF cable either through PVC Batten or corrugated PVC pipe or Existing Conduit or using Nails & Hooks/ Clip in the Subscriber premises**
   1. The 1F/2F (BIF)/self supported OF cable from the last Fiber Termination Box (FTB/FDMS) of the network shall be laid up to the premises/ house in ½” PVC top locking batten /nails and hooks as per side concerned and type of cable up to the entry point of the flat/ house or up to the subscriber’s room /desk as per the requirement.
   2. In order to maintain the aesthetic of the flat / house during the installation, OF cable shall be laid by using either existing conduit, if feasible or PVC Battens or bare OF cable with nail hook fittings to ensure minimum expose on the visible wall. This shall be done with due consent of the subscriber.
2. **Fusion splicing**
   1. In case of wall mounted FDMS/FTB, the required number of fibers in OF cables will be fusion spliced with the pig tails of the splitter of the FDMS/ FTB.
   2. The OF cable say 6F BIF/Self supported to be terminated in 6F FTB/FDMS will be fusion spliced with pig tail of the FTB/FDMS.
3. **Laying of OF cables by Bucky method / Open Trenching methods**

The OF cables shall be laid by Bucky method / Open Trenching methods in the Group Housing Society Complexes/ DDA pockets & complexes/ Shopping complexes/ small residential areas etc. as per the scheme provided by MTNL.

**Trenchless by Bucky method :-** In trenchless by bucky method, after the horizontal boring a number of 40mm/32mm HDPE pipe lengths in the same bore shall be laid as required by MTNL. The bore size shall be up to 145mm. The item rate per meter of trench less includes horizontal boring, laying of required number of HDPE pipes, jointing of HDPE pipes with coupler and laying of rope in to the pipes to pull the cable. HDPE pipe will be provided by MTNL. Minimum depth of horizontal boring shall be 1.0 M. Reinstatement/ repairing of surface/refilling of the pits will be done by the contractor.

**Open trench: -** OF cable may be laid in open trench. Item rate per meter includes excavation of trench, laying of HDPE pipes and reinstatement of surface/refilling of the trench etc. HDPE pipe will be provided by MTNL.

In exceptional cases where laying of underground cable is not possible due to site constraint from Ist splitter to the IInd splitter/ FTB/FDMS in the block/ building, the distribution of fiber shall be carried out by fitting of PVC pipes on the wall. Such cases will be approved by Area Manager/ DGM (Tx-Plg.).

1. **Pulling of 6F/12F/ under ground/self supported cable in to the HDPE pipe/PVC pipe/existing duct/Tuflex pipe trough**

The underground optical fiber cable shall be laid in HDPE pipe/ PVC pipe/existing duct/ trough. The bidder shall take adequate precaution so that the cable is not damaged during pulling or transportation. Self supported cable to be laied as per requirement.The empty drums will be finally backed to the concerned MTNL store by the bidder without damage. Self supported cable will be used as per requirement.

1. **Fitting and laying of 25 mm Tuflex pipes:**

25 mm tuflex pipes mostly shall be used as to protect the 6F/ 1F/2F/ BIF/ self supported cable and to be fitted/ laid in the commercial buildings/ blocks/ offices inside false ceiling through available tray, runway and wall by PVC tie, clamp depending upon the site constraints.

**Note:- FDMS, FTB, splitter, HDPE pipes, OF cables,ONTs shall be provided by MTNL. Any other material such as PVC pipes with accessories, tuflex pipes, Corrugated flexible PVC pipe, PVC batten, Clamps, rawl plugs, screws for fixing tuflex pipe, Nails/screws, hooks/clips fitting, wire to pull the cable, crimping tool, Fusion splicing machine, drill machine, portable generator set etc. required for successful installation/laying of these items, tools, labour and transportation of store (including loading & unloading) to the work site shall be provided by bidder within the quoted item rate. These items should be as per specifications given under technical specification in tender.**

* 1. Section-VI may be referred for adopting procedure and specifications for laying of OF cables .
  2. The repairing and reinstatement of surface etc shall be done by the contractor to the extent of satisfaction of the RWA ( Resident Welfare Association) of the society/building which are to be included in the rates quoted for various methods of laying of underground OF cable given in Section X (Part-II) .
  3. The permission for execution of the work in the societies/ buildings from RWA/ owner/authorized person will be obtained by the contractor. However MTNL will assist the contractor for obtaining the NOC. The authorization letter to the contractor will be given by MTNL for obtaining the NOC.

The permission from civic authority, if required will be obtained by contractor. However, necessary authorization help will be given by MTNL.

MTNL will also provide the list of societies/buildings where fibers are available to the successful contractor before starting the work and during the work where demand arises.

* 1. For laying of distribution OF network and provisioning of FTTH connections in buildings/societies/Complexes, the survey would be done by the expert team of vendor with the concerned executing officer of MTNL and network diagram will be prepared and submitted by contractor to MTNL for further approval and issue of planning instructions.
  2. After receipt of planning instructions the concerned area executing officer of MTNL will issue the work order for laying of OF network. However, the work order for provision of FTTH connection will be issued by the area concerned as per requirement without any planning instructions.
  3. The contractor will also have to provide the FTTH connections in the societies/ buildings/complexes as per requirement where OF distribution network has already been provided by MTNL.
  4. The contractor will have to execute the work at more than one site simultaneously as per requirement of MTNL.
  5. The contactor will have to receive the store material from the officer in charge of work from their store or centralized store Rohini and will keep in their custody. Transportation of store (including loading & unloading) to the work site shall be provided by contractor with in the quoted item rate. The contractor will be responsible for any loss/ theft of store at their custody. The contractor will also be responsible for any loss/ theft of store material installed at the buildings/societies till the network is made over to MTNL. Any loss and damages will be recovered from the contractor.

1. **DEFINITIONS:**

(a) “The Purchaser” means the Mahanagar Telephone Nigam Limited (MTNL).

(b) “The Bidder” means the individual or firm who participates in this tender and submits its bid.

(c) “The Supplier” means the individual or firm supplying the goods/providing services under the contract.

(d) The Goods” mean all the materials which the supplier is required to use under the contract for installation and commissioning of fibre distribution network of FTTH in buildings/societies/ complexes.

(e) Advance Purchase Order (APO/LOI)” means letter indicating the intention of the purchaser to place Purchase Order/ Letter of intent on the bidder.

(f) “The Purchase Order” means the order placed by the Purchaser on the Supplier, duly signed by the Purchaser and includes all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed to be the contract, which is defined below.

(g) “Contract” means the agreement between MTNL and the successful bidder called Contractor for the execution of the works including supply of all documents to which reference may be made in order to ascertain the rights and obligations of the parties and shall include the Instructions to bidders, General Terms and Conditions of the Contract, Addenda, Supplementary Agreement(s) (if any) as part of the Contract.

(h) “The Contract Price” means the price payable to the supplier under the purchase order for the complete fulfillment and proper performance of its contractual obligations to the satisfaction of MTNL.

(i) “Contract Date” means the date on which the Contract comes into effect in accordance with clause No.32 of Section II.

(j) “Certificate of Acceptance” means the certificate issued by MTNL to the Contractor upon completion of the acceptance tests.

(k) Progress Report” means the reports prepared by the contractor containing details of the progress and implementation of the project as required by MTNL.

(l)“Site” means the place(s) other than the Contractor’s premises, to which the Services are to be delivered and installed.

(m)“Variation Orders” means a written agreement entered between the parties varying the items mentioned in the Schedule of Prices.

(n)“Works” means the jobs undertaken by the Contractor in order to complete the tasks falling within the scope of the Contract.

(o) Commissioning” means successful completion of acceptance testing procedures as may be prescribed by MTNL.

(p)Services means laying, installation and commissioning of fiber distribution network from curb (where the fiber is available in the buildings/societies/complexes) up to the subscriber premises i.e. up to ONT and provision of FTTH connections in the buildings/societies/complexes as per the broad description given under para 1.2.2 in the buildings identified by MTNL as per its requirement.

(q) “GPON” means Gigabit Passive Optical Network.

1. **BIDDER’S ELIGIBILITY CRITERIA:**
   1. The bidder should be Indian Registered Company.
   2. The bidder should have an experience of Installation & provision **of 1000 FTTH** connections in MTNL/BSNL/ DOT/BBNL//Govt PSU/ Any other licensed telecom service provider or combined during last three years.

The certificate of satisfactory completion of work from MTNL/BSNL/DOT/BBNL//Govt PSU/ Any other licensed telecom service provider shall be enclosed with the bid. The certificate shall be issued by an officer not below the rank of DGM in case of MTNL/BSNL and by project incharge/purchase order/work order issuing authority in other cases.

Or

Laying of minimum **30 Km** of optical fibre cable by trenchless/trenching and minimum 20 splicing of OFC cable of 6F/12F/24F/48F/96F in MTNL/BSNL/ DOT/BBNL//Govt PSU/ Any other licensed telecom service provider or combined during last 3 years.The certificate of satisfactory completion of work from MTNL/BSNL/DOT/BBNL/Govt PSU/ Any other licensed telecom service provider shall be enclosed with the bid. The certificate shall be issued by an officer not below the rank of DGM in case of MTNL/BSNL and by project incharge /purchase order/work order issuing authority in other cases.

* 1. The bidder should have average annual turnover as per table at page no 7, last three financial years i.e. 2014-15, 2015-16 & 2016-17 and more than 25 Lacs, during last year i.e., 2016-17 and submit duly audited(if applicable) balance sheet with profit & loss account / Annual Report indicating required annual turnover for the financial years i.e., 2014-15, 2015-16 & 2016-17.For example if a bidder applied for GM(central) then his turn over for 2016-17 must be more than 25 lacs.

3.4 The bidders will have to furnish copy of documentary evidence that they are registered with EPF/ RPF Commissioner. They will also furnish **an undertaking** that within 7 (Seven) days of the close of every month they will submit a statement to the Purchaser showing the recoveries of contributions in respect of employees with certificate that the same have been deposited with EPF/ RPF Commissioner.

3.5 An undertaking is to be furnished by the bidder that he would get himself registered with competent authority under the Contract Labour (Regulation and Abolition) Act 1970 in reference to Purchaser as a principal employer within 15 (Fifteen) days of award of work.

3.6 An undertaking is to be furnished by the bidder that he would get himself registered with competent authority under the “The Delhi Building And Other Construction Workers’ Welfare Cess Act, 1996 in reference to Purchaser as a principal employer within 15 (Fifteen) days of award of work.

3.7 The bidder should have valid PAN No. and copy of the same need to be submitted.

3.8 (a) The bidder should have valid Goods and Service Tax Registration No. (GSTIN) and copy of the same need to be submitted or mention as unregistered dealer.

(b) The bidder has to mention all GST registration numbers to MTNL, where bidder holds multiple GST numbers.

3.9 The bidder should not have been blacklisted/ debarred from any Government or Public Sector Organisation/ Public Bodies/ Municipalities/ GST Authorities, etc. A declaration shall have to be furnished by the bidder in this respect along with the bid as per format given in **Annexure-D**.

3.10 The bidder must submit an undertaking to the effect “That I / We have studied & understood all pthe terms and conditions as well as work description given in the Tender document and the same are unconditionally acceptable to me/us and I/ we agree to abide by the same.”

3.11 The bidder should have a local address (Delhi and/or satellite towns’ viz. Gurugram, Noida, Faridabad & Ghaziabad) with necessary infrastructure to execute the works.

1. **COST OF BIDDING:**

The bidder shall bear all costs associated with the preparation and submission of the bid. The purchaser, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

**5. BID DOCUMENTS:**

* 1. The goods and services required, bidding procedures and contract terms are prescribed in the Bid Document.

The Bid Documents include the following:

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl. No.** | **Title** | **Section** | **Page No.** |
| **1.** | Check List | Annexure-A |  |
| **2.** | Notice Inviting Tender (NIT) | I |  |
| **3.** | Instructions to bidders | II |  |
| **4.** | General (Commercial) conditions of contract | III |  |
| **5.** | Special conditions of contract | IV-A |  |
| **6.** | Schematic Diagrams | IV-B |  |
| **7.** | Schedule of requirements | V |  |
| **8.** | Technical Specifications | VI |  |
| **9.** | Schedule of base rates | Annexure-I |  |
| **Part A: Techno-Commercial Bid** | | |  |
| **10.** | Bid and Form ‘A’ Information to be given by bidders | VII  (Part–I and Part-II |  |
| **11** | Information to be given by bidders | VII(Part-III) |  |
| **12.** | Bid Security Performa | VIII |  |
| **13.** | Letter of Authorization for Attending Bid Opening | IX |  |
| **14.** | Clause-by-Clause compliance and declaration of deviation | Annexure-B |  |
| **15.** | Close Relative Declaration | Annexure-C |  |
| **16.** | Declaration regarding black listing/ debarred. | Annexure-D |  |
| **Part B: Financial Bid** | | |  |
| **17.** | Bid Form and Performa for Bidder’s Quotation | X  (Part–I and Part-II |  |
| **Part C: Documents to be submitted at the time of award of work.** | | |  |
| **18.** | Performa for Performance Bank Guarantee and STORE SECURITY BANK GUARANTEE | XI,XIA |  |
| **19.** | Agreement Performa | XII  (Part–I and Part-II |  |
| **Part-D:** | | |  |
| **20.** | Electronic Clearing Service (Model mandate Form) | Annexure-E |  |
| **21.** | Special instructions to Bidders for e-tendering | XIII |  |
| **22.** | Guidelines of MTNL on Banning of Business Dealings | XIV |  |
| **23.** | MOU for Integrity Pact | XV |  |

* 1. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids which are not substantially responsive to the Bid Documents in every respect may result in rejection of the bid. In respect of interpretation/clarification of each and every clause of this tender and in respect of any matter relating to this tender, the decision of MTNL will be final.

**6. CLARIFICATION OF BID DOCUMENTS**

(a) A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser on line by using the e-tendering website of TCI L [**http://www.tcil-india-electronictender.com**](http://www.tcil-india-electronictender.com) . The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which is received not later than 10 days period to the date of opening of tender. The query (without identifying the source) and clarifications by the Purchaser shall be posted on TCIL’s website for information of all the prospective bidders.

1. Any clarification issued by MTNL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid documents.

(c) The bidders are required to keep a watch on the e-tendering TCIL Web Site [**http://www.tcil-india-electronictender.com**](http://www.tcil-india-electronictender.com) w.r.t. any amendment to the tender document or to clarification to the queries raised by the bidders till a day prior to the opening of the tender. MTNL reserves the right for rejection of bids if the bids are submitted without taking into account these amendments/clarifications. Further bidder will be fully responsible for downloading of the tender document and amendments for their completeness.

**7 AMENDMENT TO BID DOCUMENTS**

* + 1. At any time, prior to the date of submission of bids, the Purchaser may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify/alter any terms & conditions of the bid documents by amendments as long as they are uniformly applied to all.
    2. The amendments shall be displayed on TCIL e-tendering website [**http://www.tcil-india-electronictender.com**](http://www.tcil-india-electronictender.com) and these amendments will be binding on all bidders.
    3. In order to give prospective bidders reasonable time to take the amendments into account while preparing their bids or for any other reason, the Purchaser may, at its discretion, extend the last date / time for the submission of bids.

**8. PREPARATION OF BIDS**

* 1. **Language of Bid:**

The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the bidder and the purchaser shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language but it is to be accompanied by an English translation of its pertinent passage(s) duly signed and verified as true English translation. The responsibility for the correctness of the translation will be solely and completely on the bidder and MTNL shall not be responsible for any loss/likely loss due to error in translation whatsoever. In such cases, for the purpose of interpretation of the bid, the English translation shall only govern.

8.2 **Documents comprising the bid**

The bid prepared by the bidder shall comprise the following components:

(a) Documentary evidence to establish the eligibility in accordance with Clause-3 and Clause-11 indicating that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.

(b) Bid Security furnished in accordance with Clause-13, Section II.

(c) A clause-by-clause compliance of the goods/services offered (Sec. II, III, IV,VI) as per Clause- 12, Section II.

(d) A copy of Un priced financial Bid (Section X) Part-I &Part-II blanked out must be enclosed with Techno-Commercial bid.

(e) Certificates to be submitted in support of eligibility conditions as per clause 3, Section-II of tender document:

(i) Documentary proof of required turn over should be submitted by the Bidder.

(ii) Experience Certificate as per following details:

1. Experience Certificate must be issued by licensed telecom Service Provider / Operator only.
2. Certificate should be on the letter head of the Company containing registered office address of the company.
3. Certificate should indicate the date of issue.
4. Certificate should contain name and designation of the signatory.
5. Certificate should contain Contact Telephone Number or Fax Number or e-mail id of the signatory.
6. Certificate should clearly indicate the number of FTTH connections provided / length of optical fiber cable laid in Kms along with number of splicing.
7. Self-Certificate shall not be considered.
8. All certificates should be valid on the date of submission of the bid. No new certificate will be considered after date of submission of the bid.
9. Certificate regarding blacklisting and debar to be submitted as per format in Annexure-D.
10. A bid form and bid price completed in accordance with Clause-9 & 10, section II
    * 1. **BID FORM:**

The bidder shall complete the Bid form and the appropriate price schedule in the format furnished in the bid documents.

* + 1. **BID PRICES:**
  1. The bidder shall quote the rates as **% (percentage)** **below/above/at par,** of the Schedule of Base Rates at Annexure-I. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
  2. The contract shall remain in force for a period of one year from the date on which first agreement is entered into. The rates finalized shall remain firm and valid for the work order issued during this period of one year.”
  3. If there is any sudden change/reduction in the statutory levies taxes including due to introduction of new Taxes etc. during the contract period the benefit shall be passed on to the purchaser. However, in case of increase in statutory levies, taxes etc. the impact will be borne by the contractor.
  4. Rates shall be quoted in figures and words without any errors, over-writings or corrections.”
  5. **The bidder shall give the total composite price inclusive of, packing, forwarding, freight and insurance or any other incidental charges etc. in case of materials to be supplied , which shall be paid by MTNL. GST will be paid on work amount at applicable rates subject to the condition that the contractor submits an undertaking of depositing the received GST with the respective GST Department*.***
  6. **All taxes except GST (CGST, SGST, UGST and IGST), if any required to be paid on the invoices, shall be borne by the contractor.**
  7. **Where the contractor is registered as a composition dealer under GST Act, it shall declare the same at the time of acceptance of Rate Contract. The contractor shall not levy or impose taxes under GST on invoices.**

11 DOCUMENTS **NEEDED FOR ESTABLISHING BIDDER’S ELIGIBILITY AND QUALIFICATIONS:**

**11.1(i)** Pursuant to Clause 3 & 8.2, the bidder shall furnish, as part of the bid, documents establishing the bidder’s eligibility to bid, and its financial, technical and production capability to perform the contract. Any subsequent correspondence in this regard shall be treated as post tender offer/clarification and shall not be entertained.

(ii) The bidder should give audited (if applicable) balance sheets and audited financial statements for the last 3 years (2014-2015, 2015-16 & 2016-17) for assessing their financial strength in terms of their average turnover as per Table at page no 7.

(iii) A certificate of satisfactory work completion along with copies of Purchase Orders of Installation & provision of at least 1000 connections during the last three years from MTNL/ BSNL/ BBNL/ DOT/ Govt. Department/ PSU/ any other licensed Telecom Service Provider or combined during last 3 years. The certificate shall be issued by an Officer not below the rank of DGM in case of MTNL/ BSNL and by Project In-charge/ Purchase Order/Work Order issuing authority in other cases.

Or

A certificate of satisfactory work completion along with copies of Purchase Orders of Laying of minimum 30 Km of optical fibre cable by trenchless/trenching and minimum 20 splicing of OFC cable of 6F/12F/24F/48F/96F in MTNL/BSNL/BBNL/DOT/Govt. Department/PSU/ Any other licensed telecom service provider or combined during last 3 years.The certificate of satisfactory completion of work from MTNL/BSNL/DOT/BBNL/Govt PSU/ Any other licensed telecom service provider shall be enclosed with the bid. The certificate shall be issued by an officer not below the rank of DGM in case of MTNL/BSNL and by project incharge /purchase order/work order issuing authority in other cases

(iv) Bidder shall furnish the information as per section VII Part II (Form A) & Part-III with necessary infrastructure to execute the works as per Section- V & VI. Local address, Mobile telephone number & landline telephone number/ email id /FAX number to contact must be furnished. The bidder shall furnish documentary evidence that he has the financial, technical and sufficient manpower capability necessary to perform the contract.

1. If any document is not submitted by bidder at the time of submission of bid in support of Bidders Eligibility Criteria, evaluation of bids will be based on available documents in the bid and non submission of documents will be treated as non availability of documents.

. (vi) Certificate of incorporation

(vii) Approval from Reserve Bank of India/SIA in case of foreign collaboration.

(viii) Article and Memorandum of Association or partnership deed or proprietorship deed, as the case may be, along with subsequent amendments etc, if there was/were changes in the constitution of board, partners or proprietors.

(ix) Latest and valid NSIC certificate/ MSME registration certificate for the tendered item in case of NSIC/MSME registered firms.

(x) General Power of Attorney in favour of the signatory in case of Partnership firm/ Registered company/Proprietorship firms **duly notarized** given by all partners in case of partnership firm y the Resolution of the Board given by authorized director(s) in case of company and the proprietor in case of proprietorship firm. Bidders are expected to submit sufficient relevant papers so that MTNL can verify the changes etc. (if any).

(xi) An undertaking that the bidder would get himself registered with Competent Authority under the Contract Labour (Regulation and Abolition) Act, 1970, in reference to Purchaser as a principal employer within 15 (Fifteen) days of award of work.

(xii) An undertaking is to be furnished by the bidder that he would get himself registered with competent authority under the “The Delhi Building And Other Construction Workers’ Welfare Cess Act, 1996 in reference to Purchaser as a principal employer within 15 (Fifteen) days of award of work.

(xiii) An undertaking to the effect “That I / We have studied & understood all the terms and conditions as well as work description given in the Tender document and the same are unconditionally acceptable to me/us and I/ we agree to abide by the same.”

(xiv) Documentary evidence regarding registration of the bidder with EPF/ RPF Commissioner along with **an undertaking** that within 7 (Seven) days of the close of every month the firm will submit to Purchaser a statement showing the recoveries of contributions in respect of employees with certificate that the same have been deposited with EPF/ RPF Commissioner.

(xv) The bidder should have valid PAN No. and copy of the same need to be submitted.

(xvi)(a) The bidder should have valid Goods and Service Tax Identification Number (GSTIN) and copy of the same need to be submitted or mention as unregistered dealer. If bidder has opted Composition Scheme under GST, it should be clearly mentioned by bidder in bid document.

In case the bidder intend to supply goods and services from multiple state locations then Goods and Services Tax Identification Number (GSTIN) of all the states where from the supplies are planned to be made should be provided.

(b) In case the bidder is registered under composite scheme, then bidder has to submit declaration to this effect along with bid document. After submission of bid, if bidder either become ineligible for composition scheme (Business turnover cross the specified limit as mentioned under GST ACT) or voluntarily opt out of composition scheme then he should submit such declaration to MTNL immediately on occurrence of this event along with proof of approval from GST authorities in this regard.

(xvii)(a) A declaration that the bidder has not been blacklisted/ debarred from any Government or Public Sector Organization/ Public Bodies/ Municipalities/ GST Authorities, etc. (as per format given in **Annexure-D**.

(b) In case the supplier gets black-listed during the tenure of MTNL contract, then in such cases the vendor will indemnify to MTNL for any loss of eligible GST credit as quoted in the bid. Further in such cases MTNL reserve the right to revise the unit price in such a manner that total cost to MTNL post GST creditable amount remain the same after taking into account the loss of GST eligible credit amount.

(xviii) Information regarding local address (Delhi and/or satellite towns’ viz. Gurugram, Noida, Faridabad & Ghaziabad) with necessary infrastructure to execute the works as per Section-VII (Part-I and Part-II).

(ii)Mobile telephone number & landline telephone number/ email/ FAX number to contact 24X7 must be furnished in section (VII) Part II.

(xix) Declaration regarding any deviation/ Compliance (clause by clause) certificate is to be submitted as per annexure B.

(xx) EMD details and mode of submission of EMD.

(xxi) Close relation declaration as per **Annexure – C**

(xxii) Documents as per Eligibility Criteria given in Clause no.3 of Section-II.

(xxiii) A Self Declaration that the bidder is **aware of the Area of jurisdiction of, Area GM(unit) applied for.**

(xxiv) The tender is covered under the Integrity Pact Programme. The bidders participating in the tender shall sign an MOU with the Purchaser as per the MOU document given in Section XVII of the tender document. The bidders can send their grievances to the Independent External Monitors through the Nodal Officer on the following address:

DE (Pers), MTNL, CO

Nodal Officer-Independent External Monitoring Cell (IEMC)

6th Floor, Mahanagar Door Sanchar Sadan,

9, CGO Complex, Lodhi Road, New Delhi-110003.

Tel. No. 011-24322529, Fax No. 011-24325576, E-Mail: [noiemc@bol.net.in](mailto:noiemc@bol.net.in)

e-mail addresses of IEMs are given below:

1. [dhruv6650@gmail.com](mailto:dhruv6650@gmail.com), 2. [vinod102000@yahoo.co.in](mailto:vinod102000@yahoo.co.in), 3. alka.sirohi@gmail.com

11.2(I) The bidder shall furnish documentary evidence that he has the financial, technical and sufficient manpower capability necessary to perform the contract (details to be submitted as per **Form “A”**).

(ii)The bidder shall submit Annual Report and/ or a certificate from its Bankers as evidence that he has financial capability to perform the contract.

12 **DOCUMENTS FOR ESTABLISHING GOODS/SERVICES ELIGIBILITY AND CONFORMITY TO BID DOCUMENTS.**

* 1. Pursuant to Clause 8.2(c), the bidder shall furnish as part of his bid, documents establishing the conformity of Bid Documents to all goods and services which the bidder proposes to provide under the contract, by clearly indicating ‘complied’ or ‘not complied’. No ambiguity in compliance should be there in the bids.

12.2 The documentary evidence of the ‘goods and services’ shall be to the purchaser’s satisfaction and the bidder shall state that they will comply with all conditions specified in technical specs. and other conditions of this tender.

* 1. A clause-by-clause compliance on the purchaser’s Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder. In case there is no deviation, **“NIL” deviation statement** shall be given as per **Annexure-B.** A bid without clause-by-clause compliance of the Technical Specifications (Section VI), Commercial Conditions (Section III) and Special Conditions (Section IV) shall not be considered. Further, wherever specifications indicate a specific parameter to be met, vendor shall indicate the actual value of the parameter.

1. **BID SECURITY**
   1. Pursuant to clause 8.2(b), the bidder shall furnish, as part of his bid, a bid security in the form of Bank Guarantee **as per Table at page no 7**. Valid for 180 days from the date of opening of tender. The bidders (small scale units) who are registered with National Small Scale Industries Corporation UNDER SINGLE POINT REGISTRATION SCHEME are exempted from payment of bid security up to the amount equal to their monetary limit. In case of bidders having monetary limit as “NO LIMIT”, “WITHOUT LIMIT”, or “MORE THAN Rs. 50 LAKHS”, the exemption will be limited to Rs.50,00,000/- (Rupees Fifty Lakh) only. A proof regarding current registration with NSIC for the TENDERED ITEMS will have to be attached along with the bid. For details of return/adjustment and forfeiting refer to clause 13.5, 13.6 and 13.7 below.

The MSEs (Micro & Small Enter prises) units/bidders registered with MSME bodies shall be given exemption from payment of Bid Security deposit provided the tendered item is listed in the Registration Certificate of MSME, subject to following:-

(a) A proof regarding current registration for the tendered items will have to be attached along with bid.

(b) The enlistment certificate issued by MSME bodies should be current & valid on the date of opening of bid.

The scanned copy of the bank guarantee for bid security shall be enclosed by the bidder in its bid and original copy of bank guarantee shall be submitted to **AGM(MPL) CSD Compound Netaji Nagar New Delhi - 110023** before scheduled date and time of opening of the bids.

13.2 The bid security is required to protect the Purchaser against the risk of bidder’s conduct, which would warrant the forfeiture of the security, pursuant to para 13.7.

13.3 The bid security shall be in the form of a Bank Guarantee Valid for 180 days from the date of opening of tender as per enclosed format issued by a Scheduled Bank of India in favour of the Purchaser.

13.4 A bid not secured in accordance with Para 13.1 and 13.3 shall not be opened by the Purchaser as it is non-responsive and the bid will be returned unopened.

13.5 The bid security of the unsuccessful bidder will be returned as promptly as possible, but not later than 45 days after the placement of firm Purchase Order by the purchaser or on expiry of the Bid-validity pursuant to clause 14 whichever is earlier.

13.6 The successful bidder’s bid security will be discharged upon the bidder’s acceptance of the Advance Purchase Order (APO)/LOI satisfactorily pursuant to the clause 31 and furnishing the performance security.

13.7 The bid security **will be forfeited by MTNL Delhi Unit under any one or all of the following circumstances**:

1. If a bidder withdraws his bid during the period of validity specified by the bidder on the Bid form
2. In the case of a successful bidder, if the bidder fails to sign the contract and furnish performance security in accordance with clause 31 & 32.
3. If any case of false statement and/ or submission of false/ forged/ tempered/ manipulated document by the Bidder are detected.

(d) If any case of Cartelization is detected.

(e) If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity:

(i) Fails or refuses to execute the Agreement (as detailed in Section XII) within the stipulated time.

**Or**

(ii) Fails or refuses to furnish the Performance Security, in accordance with clause 4 Section III.

Note:-In all of the above cases, i.e. 13.7 (a) to 13.7 (e), the bidder will not be eligible to participate the tenders for same item for one year from the date of issue of LOI/APO. The bidder will not approach the court against the decision of MTNL in this regard.

13.8 No interest whatsoever will be paid on the EMD/Bid Security while it is in the custody of MTNL DELHI UNIT.

1. **PERIOD OF VALIDITY OF BIDS:**

14.1Bid shall remain valid for 150 days after the date of bid opening prescribed by the Purchaser, pursuant to clause 20. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

14.2 In exceptional circumstances, the Purchaser may request in writing the bidder’s unqualified/unequivocal consent for extension(s) to the period of bid validity. The request and the responses there-to shall be made in writing. The bid security provided under Clause 13 shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. The bidder accepting the request and granting extension will not be permitted to modify his bid.

1. **FORMATS AND SIGNING OF BID:**

The Bid shall be typed or printed, number sequentially and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. An index of various documents and page no. where it is available, shall be given .The letter of authorization shall be indicated by written power-of-attorney. The copy of power of attorney shall be enclosed along with the bid and original power of attorney shall be submitted along with Bid Security to **AGM(MPL) CSD Compound Netaji Nagar New Delhi - 110023**

**16 SEALING AND MARKING OF BIDS**

16.1 Bids along with documents as indicated in clause 7 shall be submitted online in the format prescribed by MTNL. The supporting documents shall be suitably mapped along with the format.

16.2 Tender Opening: Tender will be opened online by the designated tender opening committee of MTNL on the schedule date and time of opening of the bids. The representative of the bidders may attend the bid opening either online after logging on to the TCIL's ETS portal or at MTNL premises along with letter of authorization for attending bid opening at the office of **AGM(MPL) CSD Compound Netaji Nagar New Delhi - 110023**.

**17. SUBMISSION OF BIDS**

17.1 Bids must be submitted by the bidder online not latter than 15:00 hrs. on due date.

17.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause-7 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the deadline as extended.

17.3 The bidder shall submit his bid offer against a set of bid documents downloaded by him for all or some of the systems/ equipment as per requirement of the Bid Documents. He may include alternate offer, if permissible as per the bid. However not more than one independent and complete offer shall be permitted from the bidder.

17.4 Bidder must check basic system requirement to bid online in TCIL ETS portal in ‘Help/ Support’ link.

**18. LATE BIDS**

E-Tendering system is date and time locked. The system will not accept any bid after the scheduled date and time of submission of the bids.

**19. MODIFICATIONS AND WITHDRAWAL OF BIDS**

19.1 The bidder may modify or withdraw its bid after submission prior to the deadline prescribed for submission of bids.

19.2 Subject to clause 21, no bid shall be modified subsequent to the deadline for submission of bids.

**20. OPENING OF BIDS BY PURCHASER**

20.1 The purchaser shall open bids at scheduled time and date. The bidder’s representatives (maximum two) who choose to be physically present at MTNL premises shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening.

20.2 If the date fixed for opening of bids, is subsequently declared as holiday by MTNL, a revised date of opening will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

**21. CLARIFICATION OF BIDS**

To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be on line. However, no post bid clarification at the initiative of the bidder shall be entertained.

**22. PRELIMINARY EVALUATION WILL BE DONE GM (UNIT) WISE**

22.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any arithmetical errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

22.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. If the bidder does not accept the correction of the errors, his bid shall be rejected.

22.3 Prior to the detailed evaluation pursuant to clause 23, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The purchaser’s determination of bid’s responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

22.4 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

22.5 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn’t constitute a material deviation, provided such waiver doesn’t prejudice or affect the relative ranking of any bidder.

22.6 If a firm quotes ‘Nil’ charges/ consideration, the bid shall be treated as non- responsive and will not be considered”.

**Note:** A firm may quote ‘Nil’ charges for certain item(s) in the break up, but must have a financial consideration at over all bid level.

**23. EVALUATION OF TECHNO-COMMERCIAL BIDS-(BIDS WILL BE EVALUATED GM(UNIT) WISE)**

23.1 The details of financial strength and experience of the bidders shall be examined to determine whether the bidders meet the qualification in accordance with the criteria specified in Clause 3 & 11 above.

23.2 The bids that do not meet all the requirements may be rejected.

23.3 A detailed evaluation of techno-commercial bids of all substantially responsive bids will be carried-out and a list of technically and commercially acceptable bids will be made.

**24. OPENING & EVALUATION OF PRICE BIDS-(BIDS WILL BE EVALUATED GM (UNIT) WISE)**

24.1 The price bid of the technically and commercially acceptable bidders will be opened in the presence of bidder's representative(s) who choose to attend on the date and time of opening of price Bid.

24.2 The bidder's name, bidder quoted final price for project available in Section X (Part-II) shall be announced at the time of opening of price bids.

**25 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS**

25.1 The purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.

25.2 The bidders shall be required to offer the schedule of prices in the prescribed bid form and Performa for bidders quotation at Section-X Part- I & II as **% (percentage)** of the Schedule of Base Rates at Annexure-I **FOR EACH GM (UNIT) SEPERATELY** . The ranking of eligible bidders will be determined per GM(unit) area wise at the lowest quoted rates as % (percentage) of the Schedule of Base Rates at Annexure-I (excluding GST credit-eligible amount).

**CONTACTING THE PURCHASER:**

26.1 Subject to clause 21, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time, the contract is awarded, or at any other time and in the event of its being so established by MTNL, the bidder’s tender may be cancelled.

26.2 Any effort by a bidder to modify his bid or influence the Purchaser, in the Purchaser’s bid evaluation, bid comparison or contract award decisions, may result in the rejection of the bid.

**27. Deleted**

**28. AWARD of Contract:**

* 1. The purchaser may consider placement of order for commercial services on those bidders whose offers have been found technically, commercially and financially acceptable and whose services have been type approved/ validated by the purchaser or its authorized agency/agencies. **The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.**

28.2 MTNL shall have the sole discretion in deciding the distribution of quantity among technically, commercially and financially eligible bidders based on the merit of each case. In the instant case distribution of work is proposed to be done among three bidders in each area GM(unit) in the ratio of 50:30:20, whereby L-1 bidder will be given 50%,L-2 will be given 30% and L-3 bidder will be given 20% at L-1 rate/ Countered offer rate / Negotiated rate. In case of non-acceptance by L-2 or L-3 bidder, the counter offer will be sent to next bidders downwardly in the ranking. In case of non-acceptance by these L-1 bidder shall get 100% of tendered quantity for which L-1 bidder would be bound to accept.

* 1. In case of 2 eligible bidders in each area GM(unit), L-1 shall get 70% and L-2 shall get 30%. In case of single bidder, L-1 shall get 100% of the tendered quantity.

**Note: The quantum of work mentioned in Section I of Tender Document is tentative and may change depending upon actual requirement of MTNL, Delhi Unit. No bidder shall have any claim for award of any specific quantity, including quantity indicated in the bid document.**

28.4 If there is more than one bidder found to be eligible at any position then ranking of all the bidders shall be re-casted and re-determined first by the lowest quoted rate and then by the maximum turnover during of the firm during the financial years i.e. 2014-15, 2015-16, 2016-17. However, the number of bidders for ordering purpose shall remain 3 only.

28.5 The allocation of work (depending on the ranking of bidder) by the Purchaser will be final and not challengeable. It is clarified that the allocation of work (including any quantity/portion of work) and site/location shall be exclusively determined by the Purchaser without reference to any request or preference of the Contractor in respect thereof.

Purchaser reserve its right to distribute the quantity at any position in case of pooling up or clustering at one position or cartel formation.

28.6 Any attempt of cartelisation will be very seriously viewed and any such move, of which Purchaser will be the Sole Judge, shall entail summary disqualification of the bidders concerned, their EMD/ Bid Security shall be forfeited and they shall be debarred from future participation in MTNL tenders.

* 1. Post tender negotiations are restricted to L-1 bidder only.

**29. PURCHASER’S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD OR PLACING ORDERS:**

1. MTNL will have the right to increase or decrease up to 25% of the value of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.
2. In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing venders, the purchaser reserves the right to place repeat order up to 50% of the value of goods and services contained in the running tender /contract within a period of twelve months from the date of placement of APO at the same rate or a rate negotiated (downwardly) with the existing venders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.
3. Further if required, an additional order for 50% of the value of the goods & services limited to 100% of the value of goods and services contained in the running tender/contract contract within a period of twelve months from the date of placement of APO may be placed on the existing vendors at the same rate or a rate negotiated (downwardly) considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

**30. PURCHASERS’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

The Purchaser 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 to contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of the Purchaser’s action.

**31. NOTIFICATION OF AWARD (ISSUE OF APO/LOI):**

31.1 The issue of **APO/LOI** shall constitute the intention of the Purchaser to enter into contract with the bidder.

31.2 The bidder shall within 14 days of issue of the APO/LOI, give his acceptance along with performance security in conformity with section XI of the bid document and as per the format specified by the purchaser .

**32. SIGNING OF THE CONTRACT:**

32.1 **Within three (3) days** of deposit of the Performance Security, the successful bidders will have to sign the Agreement as per SECTION-XII.

32.2 .The CONTRACTOR will have to bear all relevant expenses in connection with signing of the Agreement

**33. ANNULMENT OF LETTER OF INTENT:**

Failure of the successful bidder to comply with the requirement of clause 32 above shall constitute sufficient ground for the annulment of the acceptance of the bid and forfeiture of the bid security in which event the Purchaser may make the offer to any other bidder at its discretion or call for new bids.

**34.** While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents.

**Non-compliance to any one of these clauses shall result in outright rejection of the bid.**

1. Any bid, unless exempted specifically, not accompanied by required Bid Security or insufficient amount of BID SECURITY or with shorter validity period.

ii) Any effort by a bidder to influence the purchaser in the bids evaluation, bid’s comparison or contract award decision may also result in rejection of the bid.

iii) Any bid in which rates have not been quoted in accordance with specified formats / details as specified in Tender Document.

iv) Any bid received without DD/ Pay Order towards the tender cost.

v) Any bid with shorter validity period.

vi) A bid without clause-by-clause compliance or declaration of deviation (if any) as per Annexure-B.

vii) Any bid without the documentary evidence of experience as required vide in eligibility clause no.3.2 ,Section-II.

viii) Before outright Rejection of Bid by Bid opening team for Non Compliance of any of the provisions mentioned in clause i) above and clause 2(ii) Section-IVA of NIT though, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition, if any.

**35.** Purchaser reserves the right to disqualify the supplier for a suitable period who habitually failed to carry out the work in time. Further, the contractor whose Goods/ services do not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the purchaser.

**36.** Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

**37.** The bidder should give a certificate that none of his/her near relative is working in the units as defined below where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and MTNL will not pay any damage to the company or firm or the concerned person.

The company or firm or the person will also be debarred for further participation in the concerned unit.

The near relatives for this purpose are defined as: -

1. Members of a Hindu undivided family.

(b) They are husband and wife.

(c) The one is related to the other in the manner as father, mother, son(s) & Son’s wife (daughter in law), Daughter(s) and daughter’s husband (son in law), brother(s) and brother’s wife, sister(s) and sister’s husband (brother in law).

**Certificate to be submitted in the Format as per Annexure-C.**

1. AWARDING and its execution of work of Laying of Optical fiber distribution network and provisioning of FTTH connections in the buildings/societies/ complexes.
2. On the basis of rates finalized through this Tender, executing units of MTNL Delhi will issue work order for each work or more than one work together for **Laying of Optical fibre distribution network and provisioning of FTTH connections in the buildings/societies/** **complexes** in GM Areas. Work Order will be controlled by an officer not below the rank of Sub-Divisional Engineer.
3. The CONTRACTOR will carry out the various phases of **Laying of Optical fibre distribution network and provisioning of FTTH connections in the buildings/societies/** **complexes** as per the standards laid down in Section-VI. The work will be awarded to the contractor in phases by the Area concerned.
4. **Contractor’s** Firm or Concern will have to be registered under section 7 of Labour Legislation Act, 1970 if / when the contractor engages more than the specified number of Labourers in a day, as per the aforesaid section.
5. All works shall at all times be open for supervision, inspection and measurement by the Concerned SDE/DE and the officers of Acceptance Testing Unit and no work done by the CONTRACTOR shall be accepted without such supervision, inspection and measurement.
6. For recording the measurement of any work done by the CONTRACTOR, the prescribed Measurement Books of the MTNL will be used.
7. The MTNL reserves the right to suspend any of the scheduled item / items of work temporarily or permanently.
8. The decision of MTNL for quantum of work shall be final and not challengeable by contractor.
9. The Contractor shall be obliged to execute any of the work assigned to them for which the rates are approved by MTNL.

39. On acceptance of the tender, the name of the accredited representative(s) of the Contractor, who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated to the Engineer-in-Charge as well as to concerned Area D.E./ Area Manager. Their attested photograph along with specimen signatures, 5 (five) copies duly attested by the contractors will also be given to concerned Area D.E./ Area Manager after the work is allotted to the contractor by MTNL.

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**SECTION - III**

**GENERAL CONDITIONS OF CONTRACT**

1. **APPLICATION:**

The general conditions shall apply in all contract made by the Purchaser for the procurement of goods/services.

1. **STANDARDS:**

The goods/services supplied under this contract shall conform to the standards mentioned in the Technical Specifications.

1. **PERFORMANCE SECURITY**
   1. The supplier shall furnish performance security to the purchaser for an amount equal to 5% of the value of work within 14 days from the date of issue of APO/LOI by the Purchaser. The suppliers (small scale units) who are registered with National Small Scale Industries Corporation UNDER SINGLE POINT REGISTRATION SCHEME are exempted from payment of performance security up to the amount equal to their monetary limit. In case of suppliers having monetary limit as “NO LIMIT’, WITHOUT LIMIT’, or “MORE THAN Rs. 50 LAKHS”, the exemption will be limited to Rs.50,00,000/- (Rupees Fifty Lakh) only. A proof regarding current registration with NSIC for the TENDERED ITEMS will have to be attached along with the bid.
   2. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier’s failure to complete its obligations under the contract.

In case of adjustment of any amount from performance security with respect to supplier’s failure in performance of contractor or deficiency in performance of contract then, Supplier shall raise a credit note to MTNL. In case supplier fails to raise credit note in time then MTNL shall be authorised to raise a invoice / debit note to vendor against such adjusted amount plus applicable GST. Such credit/debit note shall be issued before September 30th of following end of financial year in which such supply was made.

* 1. The performance Bond shall be in the form of Bank Guarantee issued by a scheduled Bank valid **upto 2 years (Two)** and in the form provided in Section XI of this Bid Document.
  2. The performance security Bond will be discharged by the Purchaser after completion of the supplier’s performance obligations including any warranty obligations under the contract.

3.5 No interest will be paid on the Security Deposit while it is in the custody of Purchaser.

1. **PERFORMANCE GUARANTEE/ SECURITY DEPOSIT FOR STORE**

An additional bank guarantee (BG) for Rs. 50,000{per GM(unit)wise} to cover up the assets / stores which MTNL provide to contractors during execution of project, shall be submitted by the contractors within 21 days of signing of the contract separately.However if the damage/loss of stores more than 50,000/-,excess amount will be recovered from PBG area wise. This shall be valid for 18 months and shall be returned/ revoked only after clearance is given by unit officers of the area in which contractor have performed the job. This BG will be submitted in the office of the DGM (area) nominated by area G.M. (unit) and this BG will be kept valid for the period of contract (including Extension Period if any) by the concerned DGM (area). Additional bank guarantee will be provided by the contractor in the format given in Section –XI-A.

1. **ACCEPTANCE PROCEDURE / INSPECTIONS AND TESTS:**

5.1 Inspection and testing shall be as per provisions in the Technical Specifications.

5.2 Acceptance testing of all the items of work will be performed by MTNL as per MTNL guidelines. The test schedule will be mutually decided between contractor & MTNL,

5.3 The Acceptance test shall be carried out by team appointed by Area GM.

5.4 When the performance tests (A/T) called for have been successfully carried out, the MTNL Officer in charge will Take Over the network. After completion of successful A/T of the network laid in the societies/buildings/ complexes, the contractor will provide three sets of hard copy and one soft copy of the actual end to end laid diagram of the network provided in the societies/ buildings/ complexes showing locations of FDMS with splitters, FTB installed, splitters, details of OF cable laid, details of trench/trenchless done, PVC / HDPE/ Tuflux pipe laid, corrugated pipe laid & splicing details, etc.

5.5 Purchaser shall have the right to inspect and test the goods for their conformity to the Specifications. If required purchaser may test goods on sample basis from the standard testing lab prescribed by the Govt. of India as per Indian Standard (I S) as mentioned under clause 1 of Section VI for PVC conduits/pipes, accessories, corrugated flexible pipes, Tuflex pipes, PVC battens and fitting materials which have to be supplied and used by the contractor before and during the execution of work under the item mentioned in Annexure-I. The cost of the testing shall be borne by the vender.

5.6 Should any inspected or tested goods/services fail to conform to the specifications, the Purchaser may reject them and the contractor shall either replace the rejected goods/services or make all alterations necessary to meet specification requirements free of cost to the Purchaser.

5.7 Notwithstanding the pre-supply tests and inspections prescribed in Clause 5.1 to 5.2 above, the goods and accessories on receipt in the Purchaser's premises (site of work) will also be tested, during and after installation before "take over" and if any goods or part thereof are found defective, the same shall be replaced free of all costs to the purchaser at site as laid down in clause 5.5 below, within such time so as not to delay the commissioning.

5.8 If any goods or any part thereof, before it is taken over under 5.6, be defective or fails to fulfil the requirements of the contract, the officer in charge of work shall give the contractor notice setting forth details of such defects or failure and the contractor, shall make the defective goods, or alter the same to make it comply with the requirements of the contract. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so within this time, the Purchaser reserves the right to reject and replace at the cost of the supplier the whole or any portion of the goods as the case may be. Also any additional cost arising due to such delay shall be borne by the contractor. This shall also include the cost of extra stay of inspection team etc. The cost of any replacement made by the purchaser or additional cost referred above shall be deducted from the amount payable to the supplier.

5.9 Nothing in clause 5 shall in any way release the supplier from any warranty or other obligations under this contract.

1. **DELIVERY AND DOCUMENTS:**
   1. Delivery of the goods/services shall be made by the supplier in accordance with the terms specified by the purchaser in its Schedule of requirements and in the Special Conditions. The goods shall remain at the risk and responsibility of the supplier until commissioning has been completed. The vendor shall fully responsible for the goods / material to be installed by the vendor as per the scope of the work.
   2. The delivery of the goods/ Services shall commence as specified and be completed within time schedule specified in Work Order and this along with completion of whole work as per schedule shall be essence of the contract.
   3. **THE PERIOD OF CONTRACT AND PROVISION OF EXTENSION**

**A. Period of Contract:**

The contract shall remain in force for a period of one year from the date on which first agreement is entered into. The rates finalized shall remain firm and valid for the works during this period of one year. MTNL shall reserve the right to terminate the contract at any time during the currency without assigning any reason by giving 30 days notice in writing to the contractor at his last known place of business. The contractor shall not claim any compensation for such termination.

**B. Provision of Extension**

(I) The contract can be extended up to 1 year at the discretion of MTNL at the existing terms & conditions. However, the existing rates will be applicable for all the Work Orders issued prior to the date of opening of financial bid of new tender, and this will be binding on the part of the contractor. Period of PBG will have to be extended during the extension period.

(II) For all Work Orders issued on or after the opening of financial bids of the new tender, lower of the two rates, i.e. existing rate and rates finalized in the new tender, will be applicable and this will be on the basis of mutual consent. However, L-1 bidder of new tender who,, if already an existing contractor shall be bound to execute all the work orders issued after opening of financial bids without demur at lower of the two rates i.e. existing rates and rates finalised in the new tender.

1. **WARRANTY:**

7.1 The supplier shall warrant that the stores to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the stores, inadequate quantity of material to meet stores requirements, inadequate contact protection, and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for / and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date) twelve months after the stores have been taken over.

7.2 If it becomes necessary for the Supplier to replace or renew any defective portion(s) of the stores under this clause, the provisions of the clause mentioned in the tender document shall apply to the portion(s) of the stores so replaced or renewed or until the end of the above mentioned period **of twelve months**, whichever may be later. If any defect is not remedied by the supplier within a reasonable time, the Purchaser may proceed to get the defects remedied from other supplier etc., at the supplier’s risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.

7.3 Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.

1. **PAYMENT TERMS:** 
   1. Payment shall be made in Indian Rupees. Payment terms shall be as follows:
   2. 90% of the cost of Services along with Creditable taxes as applicable on successful completion of installation, commissioning and A/T.
   3. 10% of the cost of Services after 6 months of successful completion of installation, commissioning and A/T.
   4. Payment will be made after installation, commissioning and acceptance testing of work and on submission of bills through the Divisional Engineer in triplicate duly supported by the work certificate issued by the Sub Divisional Engineer and countersigned by Divisional Engineer.
   5. **While submitting the bills the contractor shall also submit: -**

**(i) An undertaking that “I will pay GST (CGST/SGST/IGST/UTGST) to the respective GST Department.”**

**(ii) Proof of deposit of “EPF/ESI of previous month(s) for the labourer employed”.**

**(iii) Proof of deposit of GST (CGST/SGST/IGST/UTGST) of previous month(s) to the respective GST Department.**

* 1. All payments for works relating to laying of cables etc will be made as per the relevant category indicated in Annexure-I as approved by MTNL. The length of cable laid excluding the length of cable left as overlap for future joints to be taken up by MTNL Delhi. Such overlap lengths will be indicated in the Measurement Book but excluded from the chargeable length of cable laid.
  2. The MTNL will pay to the CONTRACTOR for the work which the CONTRACTOR was called upon by any Authorized Officer on behalf of the MTNL and which was satisfactorily done by the CONTRACTOR at the rates as approved by MTNL as per Section-VI (Annexure-I). For this purpose the CONTRACTOR must submit his/their bill to the SDE/DE of MTNL Delhi unit for the items of work done by him / them against a particular Work order within 30(thirty) days .
  3. (a)The payment to Contractor’s will be subject to deduction of tax deducted at source of bill (s), the purchaser will deduct Income Tax (TDS) as applicable or as may be fixed by the Government of India from time to time on the gross amount of each bill passed for payment in accordance with the provision of Clause 194-C of Income Tax Act, 1973 as amended from time to time. In addition to this purchaser will also deduct all other applicable Taxes implemented by Govt. of India/ Delhi Govt., at the **applicable rate** from the amount of each bill passed for payment.

(b) Payment of GST shall be released on production of necessary supporting documents i.e. GST invoice. If the supplier fails to furnish necessary supporting documents i.e. GST invoice, the amount pertaining to such Duties/Taxes will not be paid. Tax amount will be payable to the supplier only after supplier declares the details of the invoices in its GSTR-1 and GSTR-3 and the same is reflected in GSTR-2A of MTNL on GSTN portal.

(c ) Wherever domestic reverse charge is applicable on MTNL or in case vendor is un-registered under GST Act, vendor shall not charge tax on invoice. It shall be the liability of MTNL to pay tax under reverse charge mechanism.

(d) No payment of GST shall be made to those bidders, who are either not registered for GST or who are registered under Composition Scheme of GST.

(e) If status of a bidder who was initially registered on GST under Composition Scheme at the time of submission of financial bid, subsequently his status changes to normal GST registered vendor any time during the period of contract, under such circumstance, his unit price will be discounted by the applicable Tax rate as applicable under the composition scheme. In such cases if the vendor furnishes necessary supporting documents regarding GST payment and which is also GST credit eligible amount to MTNL in such cases the GST payment will be reimbursed.

(f) Entire payment of invoice shall be paid by MTNL only after the credit of the GST portion in the invoice is selected in the GSTN portal i.e. the outward return in GSTR 1 is uploaded by the supplier by 10th of the subsequent month and duly reflected in MTNL account on GSTN portal.

* 1. The CONTRACTOR may use form ACE-10, to prepare his bills but for bills prepared by him/ them the payment is subject to submission of documents along with A/T report and made over to end user provided they comply with the following conditions (Documents):-

(a) The bills be submitted in triplicate, all copies being signed by the CONTRACTOR. The three copies must be marked ‘Original’, Duplicate’ and ‘Triplicate’ respectively.

(b) Details of the quantity and nature of each item of work done.

(c ) The dates of commencement and completion of the work. Measurement Book should be duly signed by the CONTRACTOR at the time of measurement and he will attach completion report duly signed by the SDE/DE based on the measurement book.

(d) The number and date of the Work Order must be mentioned.

**Note: MTNL shall not be liable for payment of any interest on any bill outstanding for payment.**

**9. PRICES:**

9.1(i) (a) Prices charged by the contractor for services performed under the contract shall not be higher than the prices quoted by the Contractor in his Bid or in the PO

(b) In the case of revision of non-Creditable Statutory Levies/Taxes during the finalization period of tender, the Purchaser reserves the right to ask for reduction in the prices. However, no increase shall be permitted.

(ii) (a)The rates finalized shall remain firm and valid for the work order issued during the period of contract. Increase and decrease of non- Creditable Taxes will not affect the price during this period. The revision of Creditable Taxes (both increase & decrease) shall be allowed while reimbursing the same due to change in tax rate as per Government orders.

(b)Any increase in taxes and other statutory non creditable duties/ levies including due to introduction of new Taxes etc. during extension period shall be to the contractor’s account. However benefit of any decrease in these taxes/ duties shall be passed on to the Purchaser by the contractor. The revision of Creditable duties (both increase & decrease) shall be allowed while reimbursing the same during extension period.

9.2 (i) The bidder/ contractor should furnish the correct HSN classification under GST in the Price Schedule. If the credit for Duties and Taxes under CGST Act read with ITC rules is found to be not admissible at any stage subsequently owing to wrong furnishing of HSN code or any other reason, then the The bidder/ contractor will refund such non-admissible amount, if already paid along with penalty and interest, if any charged by the concerned authority.

* 1. In case the Duties & Taxes which are non- Creditable as per the quotes indicated in the Price Schedule by the The bidder/ contractor and subsequently at any stage it is found that Credit for such Duties & Taxes is admissible as per CGST Act read with ITC rules, then the The bidder/ contractor is to submit necessary documents in this regard which may enable the purchaser to avail the Input credit provided such credit is still available for the amount so paid as per CGST Act read with ITC rules. However, in case the input Credit is not available for this amount, then the the bidder/ contractor will refund the amount equivalent to such Duties & Taxes if already paid to them.
  2. The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct HSN code from the GST authority where the HSN code furnished against the particular tendered item by different bidders differs from each other or the same is found apparently not furnished in accordance with GST notifications.

**10 CHANGE IN ORDERS:**

* 1. The purchaser may, at any time, by a written order given to the supplier, make changes within the general scope of the contract in any one or more of the following:

Drawings, designs or specifications, where goods to be furnished under the contract are to be specifically manufactured for the purchaser;

The method of transportation or packing;

The place of delivery; or

The services to be provided by the supplier.

* 1. If any such change causes an increase or decrease in the cost or the time required for the execution of the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the supplier for adjustment under this clause must be made within thirty days from the date of receipt of the change in order.

1. **SUB-CONTRACTS:**
   1. The bidder/the supplier cannot assign/transfer and sub-contract its interests/obligations under the contract without the prior written permission of the purchaser.
   2. The supplier shall notify the Purchaser in writing of all sub contracts awarded under this contract if not already specified in his bid. Such notification, in his original bid or later shall not relieve the supplier from any liability or obligation under the contract.
2. **DELAYS IN THE SUPPLIER’S PERFORMANCE**
   1. Delivery of the Goods and performance of the services shall be made by the Contractor in accordance with the time schedule specified by the purchaser in its work order. In case the work is not completed in the stipulated period, as indicated in the Work Order, purchaser reserves the right either to short close /cancel this Work order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to complete the balance work at the risk and cost of the defaulting vendor.
   2. Delay by the contractor in the performance of its delivery obligations shall render the Contractor liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages and/or termination of the contract for default.
   3. If at any time during the performance of the contract, the contractor encounters condition impending timely performance of service, the supplier shall promptly notify to the Purchaser in writing the fact of delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier’s notice, the Purchaser shall evaluate the situation and may at its discretion extend the period of performance. The decision regarding extension shall be communicated within two weeks of the receipt of request.
   4. If the services are not completed in the extended period, the work order shall be short-closed and penalties will be imposed
3. **PROGRESS REPORT**

The contractor shall, at its own costs, compile, prepare and submit on time, periodical progress reports (weekly or as required by MTNL) on the physical progress of work, of all individual work orders issued by MTNL.

1. **LIQUIDATED DAMAGES/ Penalties :** 
   1. The date of Installation & Commissioning stipulated in the work order should be deemed to be the essence of the contract and Installation & Commissioning must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, installation & commissioning is delayed after expiry of the period mentioned in the work order, without prior concurrence of the purchaser, such installation & commissioning will not deprive the purchaser of his right to recover liquidated damage under clause 14.3 mentioned below
   2. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.
   3. **For works/Services**

(I) If the contractor desires an extension of time (without LD) for completion of the work due to reasons beyond its control, it shall apply in writing to the concerned DE within 3 days from the date of occurrence of such hindrance/reason for a particular Work Order.

(a).The DE can waive off the LD up to a maximum period of **10** days in case he is fully satisfied with the reasons for delay.

(b). In case DE is of the opinion that waiver of LD is justified for more than 10 days, approval of concerned DGM shall have to be taken.

The decision of DE/DGM/GM will be final and binding in this regard.

(II) **Delay in Start:** If the contractor fails to start the work within the specified period as per W.O., without any valid reason, LD shall be levied @ Rs.500/- for each day of delay.

(III) **Delay in Execution/Completion:** If the contractor fails to execute the work within the specified time schedule as per W.O. or during the extended period LD shall be levied @ Rs 1000/- for each day of delay.

* + 1. LD shall be levied by DE to a maximum of 12% of respective W.O. (amount payable to contractor ) **excluding GST** and will be recorded on the bill.
    2. If the contractor fails to redress the trench properly i.e. ramming and consolidation of the trench and removing of surplus earth, road spoils within 48 hours of the completion of the work, then a penalty at the rate of 20% of the excavation of trenching charge on pro-rata basis shall be recovered straightway from the bill.
    3. The cable laying/pulling has to be done by using jack, failing which a penalty of Rs.500/- will be imposed on each such occasion.
    4. Test pits/trench should be restored immediately after completion of work. The contractor will be wholly responsible for any damage to life & property of any person due to delay in restoration work. If the pits are not restored as per specifications of local bodies in time, penalty of Rs. 1000/- per day for first day and Rs. 500/- per day for each subsequent day shall be imposed.
    5. In cases of damage to the existing cable (PIJF/OF) penalty (recovery) of Rs 2000/- shall be imposed per case.
    6. **In case of damage to the OF cable/any passive equipment/component, the cost of the cable/ passive equipment/component damaged plus 20% overhead charges shall be recovered as penalty from the contractor. In this regard, decision of MTNL shall be final and binding on the contractor to pay.**
    7. In case of damage to ducted PIJF/OF cable, the cost of full cable length plus 20% overhead charges shall be recovered from the contractor.
    8. The LD charges/penalties shall be recovered from the amount due to the contractor in the same or other W.O. or from the Security Deposit or from any other amount payable to the contractor by MTNL.

The Purchaser reserves the right to recover the Liquidated Damages from the Invoices raised by the supplier. To facilitate recovery of Liquidated Damages, the Credit Note shall be issued by the supplier, failing which the purchaser shall adjust the amount to be recovered from the pending payments by issuing an invoice/debit note for the corresponding amount, at the risk and cost to the supplier including applicable GST, if any.

**Delay Register:**

For the purpose of imposing LD/penalty, record of delays/ penalty details shall be maintained in a register called “Delay Register”. All the entries should be signed by SDE/DE and the Contractor. In case the contractor does not sign, a registered notice is to be sent to him in this regard and it will be treated as deemed to be signed by the contractor in the Delay Register.

**15 FORCE MAJEURE:**

* 1. If at any time, during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this Contract be prevented or delayed by reason of:
     1. Any war or hostility
     2. Acts of the public enemy, civil commotion, sabotage, explosions,
     3. Effects of floods, epidemics, quarantine restrictions,
     4. General Strikes and Bandhs,
     5. Acts of God.

Hereinafter referred to as EVENT, neither party shall, by reason of such EVENT, be entitled to terminate this Contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance provided notice of happening, of any such EVENT is given by either party to the other within seven (7) days from the date of occurrence of the EVENT.

* 1. Work and deliveries under this Contract shall resume as soon as practicable after such EVENT come to an end or cease to exist. The decision of the MTNL as to whether the situation has become normal or not, shall be final and conclusive.
  2. However, if the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such EVENT for a period exceeding sixty (60) days, either party may, at his/their option, terminate the Contract.
  3. The Contractors will not be responsible for delays, which may arise on account of reasons beyond their control. The decision of G.M. (MM) shall be the final in this regard. Strikes by contractors’ labour on account of any dispute between the contractors and their labour as to wages or otherwise will not be deemed to be a reason beyond the contractors’ control and the contractors shall be responsible for any loss or damage, which MTNL may suffer on this account.

1. **TERMINATION FOR DEFAULT:**
   1. The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the contractor, terminate this contract in whole or in part.

If the contractor fails to deliver any or all of the goods/services within the time period(s) specified in the Contract, or any extension there of granted by the Purchaser pursuant to Clause 15 above.

If the contractor fails to perform any obligation(s) under the Contract; and

If the contractor, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

* 1. In the event of Purchaser terminates the contract in whole or in part, pursuant to clause 16, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods/services similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods/services. However, the supplier shall continue performance of the contract to the extent not terminated. The purchaser may, without prejudice, on the happening of any of circumstances, to its other rights under law or the contract provided elsewhere, purchase the balance quantity of the goods/services at the risk and cost of the supplier and look to him for the payments thereof and can also claim a set off of any dues payable under the contract to the supplier against his any dues under the contract or any previous contract.
  2. If the contract gets terminated for default, the PBG/Security Deposit will get forfeited and the contractor shall not be eligible to participate against the Tender in question in MTNL Delhi unit for a period as decided by the Competent Authority.
  3. **Blacklisting of Contractor:**

Blacklisting of contract shall be done in case of either and/or the following events:

(i) Any breach by the Contractor of any of the terms & conditions or refusal to carry out the work.

(ii) If any fraud or fraudulent motive is detected in the Contractor’s actions with the MTNL and / or;

(iii) If the Contractor demands undue changes not stipulated in the Contract and/or;

(iv) If any person connected with the MTNL or any official drawing salary from the MTNL becomes in any way interested in the Contract and/or;

(v) If the Contractor himself or any of his servants be guilty of fraud or attempt fraud in connection with the Contract or offer any bribe or gratuity to any person connected with the MTNL or to any official drawing salary from the MTNL and / or;

(vi) If the Contractor employs any outside agent or sublets the Contract or any right to payment there under without the written consent of the concerned DGM of MTNL.

In case the contractor is blacklisted, its PBG & Security Deposit will get forfeited and the contractor shall not be eligible to participate in any of the Tender in MTNL Delhi unit for a period as decided by the Competent Authority.

1. **TERMINATION FOR INSOLVENCY:**

The Purchaser may at any time terminate the contract by giving written notice to the contractor, without compensation to the contractor, if the contractor becomes unwilling, bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**18.DISPUTE RESOLUTION, ARBITRATION, APPLICATION LAW AND JURISDICTION**

The parties shall Endeavour to resolve any dispute the agreement through mutual discussions and negotiations.

However, if, after thirty (30) days from the commencement of such negotiations the efforts to resolve all or any dispute through negotiations fails, then, such dispute of difference, whatsoever arising between the parties in respect of this Agreement shall be referred to Arbitration, unless the matter is time barred as per the limitation Act, in accordance with the following provisions.

1. Matters to be arbitrated upon shall be referred to the sole Arbitrator where the total value of claims does not exceed Rs.20 crores. Beyond the claim limit of Rs.20 crores there shall be three Arbitrators.
2. For this purpose the Purchaser shall publish a panel of Arbitrator, meeting the requirement of the Arbitration and Conciliation Act as amended from time to time consisting of eminent persons having wide experience in Telecom, Telecom Finance Civil and Electrical fields. This panel will be of servings or retired officers of Government Departments or of Public Sector Undertakings of the rank of Joint Secretary to Govt. of India or above.
3. For the disputes to be decided by the sole Arbitrator, the party invoking the Arbitration Clause shall submit a list of three Arbitrators from the aforesaid Panel alongwith the letter invoking the Arbitration. The other party shall convey its consent for one of the said Arbitrators from the said list within 15 days of receipt of such request.
4. For the disputes to be decided by a panel of three Arbitrators, the party invoking the Arbitration Clause shall submit a one name from the aforesaid Panel, as its Nominees alongwith the letter invoking the Arbitration. The other party shall convey the name of its nominee from the aforesaid panel to the Party invoking the Arbitration, within 15 days of receipt of such request Both the nominated Arbitrators shall nominate a third Arbitrator from the aforesaid Panel, who shall act as the presiding Arbitration.
5. The Arbitration and conciliation Act,1996, as amended from time to time, and its rules made thereunder shall be applicable. The Arbitration proceedings shall be held Delhi/Mumbai only.
6. In the event of such as Arbitrator(s) to whom the matter is originally referred. being vacating his office or neglecting his work of being unable to act for any reason whatsoever, the new Arbitrator(s) shall be appointed after following the procedure as enumerated hereinabove. The person(s) so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
7. The Arbitration proceedings shall be in English language.
8. The law of land as promulgated/ modified/amended as replaced from time to time shall governed this agreement, The agreement shall be subject to exclusive jurisdiction of courts at New Delhi/Mumbai.
9. No person other than the Empaneled Arbitrators of MTNL shall be appointed as an Arbitrator to adjudicate the dispute.

2. In all agreement /contracts to be entered into by MTNL with any other Central PSU or Central Government Department/organization in respect of any of the matter pertaining to any of the sections/units of MTNL including Civil/Electrical, if there is to be an Arbitration agreement then such Arbitration agreement shall be as agreement to refer the dispute to the Permanent Machinery of Arbitration in the aegis of the Ministry of DPE, Government of India. The draft agreement to this effects will be as follow:-

**ARBITRATION**

“In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to the arbitration under clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary /Additional Secretary, when so authorised by Law Secretary, whose decision shall bind the parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator”

**19. SET OFF:**

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the MTNL or any other person(s) contracting through the MTNL and set off the same against any claim of the Purchaser or MTNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or MTNL or such other person(s) contracting through the MTNL.

In case of Set off the claims by purchaser from dues of contractor against any other contract, the Purchaser reserves the right to recover the claims from the Invoices raised by the contractor for which the Credit Note shall be issued by the contractor, failing which the purchaser shall adjust the amount to be recovered from the pending payments by issuing an invoice/debit note for the corresponding amount, at the risk and cost to the contractor including applicable GST, if any.

20. The bidders, who are given Work Orders, must give the details of the progress of work done against all the Work Orders every week on very first working day of the following week to Executive Officer, Controlling unit and the concerned Planning Branch of MTNL.

21 The bidder should furnish the name of his collaborator (if applicable), brand name, model no. and type of the products offered in this tender. The technical literatures of the products should also be submitted. No change in either technology or product shall be permitted after opening of bids.

22 MTNL reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any bidder/contractor has been found to have committed misconduct and also to suspend business dealings pending investigation.

23 INDEMNITY

The contractor shall except if and so far as the Contract provides otherwise, indemnify the MTNL against all losses and claims in respect of injuries or damage to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution of the works and against all claims, proceedings, damages, costs charges and expenses whatsoever in respect of or in relation thereto except any compensation or damages for or with respect to: -

(a) The permanent use or occupation of land by the Works or any part thereof.

(b) The right of the MTNL to execute the Works or any part thereof on, over, under in or through any land.

(c) Injuries or damage to persons or property which are the unavoidable result of the execution of the works in accordance with the Contract.

(d) Injuries or damage to persons or property resulting from any act or neglect of the MTNL, his agents, servants or other contractors, not being employed by the Contractor, or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the Contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the MTNL, his servants or agents or other contractors for the damage or injury.

**24. Equal Remuneration Act of 1976**

This Equal Remuneration Act of 1976, amongst others, casts obligation on the Employer to pay same remuneration to the male and female employees of the same category and not to make any discrimination in this respect. The provisions of said act are to be complied by contractor.

* + - 1. The contractor shall not employ any person below the age of 14 years. No female labour shall be employed in the limits of cantonment area.

26 LIABILITY FOR LABOUR AND/OR PERSONNEL ENGAGED BY THE CONTRACTORS

(i) All labour and/or Personnel employed by the contractors shall be engaged by them as their own employees/workmen in all respects implied or expressed.

(ii) The responsibility to comply with the provisions of the various Labour Laws of the country such as Factories Act, 1948, Workmen’s Compensation Act 1923, Employees Provident Act 1952, Maternity Benefit Act 1961, Contract Labour (Regulation & Abolition) Act 1970, Payment of Wage Act 1936, the Minimum Wages Act 1948, Payment of Gratuity Act 1972, Equal Remuneration Act 1976 or any other Act, Bonus Act 1965 to the extent they are applicable to their establishment /works/workmen will be that of the contractors. Contractor should comply with these acts scrupulously. In the event of violation or default to do so, It may lead to

1. Termination of Contract.

(b) Recovery of outstanding made from the security or any payment.

(iii) MTNL shall be fully indemnified by the contractors against all payments, claims and liabilities whatsoever incidental or direct, arising out of or for compliance with or enforcement of the provisions of the above said Acts or similar other Enactments of the country as they are at present or as they would stand modified from time to time, to the extent they are applicable to the establishments/works in MTNL.

(iv) The Divisional Engineer concerned shall have the right to deduct from any money due to the Contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit or believed to be for the benefit of the workers, non -payment of wages or of deductions made from his or their wages, etc. which are not authorized or justified by the terms of the contract or non-observance of the Rules, Regulations and or Acts or by way of fulfillment of any obligations on the part of the contractors for strict observance of the provisions of the aforesaid Laws.

**27 COMPENSATION FOR DAMAGE**:

27.1 Any loss or damage of Departmental Stores while in the custody of the CONTRACTOR shall have to be made by the CONTRACTOR.

27.2 If during execution of Cable Laying by Trenching and buckey method , installation and commissioning of distribution network & provision of FTTH connections, as mentioned in clause 1.2 of Section-II or on completion thereof,

(a) Any damage is caused to any existing underground service lines, telephone cables including cables being laid,

1. There is damage caused to any property of a third party.
2. Injury / loss occurs to any person because of any lack of proper precaution on the part of the CONTRACTOR.

The CONTRACTOR will be ‘held responsible for the same and the contractor has to compensate for such damage / injuries / losses.

27.3 In case the MTNL has to incur any expenditure to repair such damages or to compensate for such injuries / losses, the amount plus 5%(five percent only) processing charge, will be recovered from the dues/bills of the CONTRACTOR or from the Security Deposit or both.

* 1. In every case, in which by virtue of the Provisions of Workmen’s Compensation Act, the MTNL is obliged to pay Compensation to a workman employed by the CONTRACTOR in charge of execution of the Cable Laying by Trenching and Trenchless Technology, installation and commissioning of distribution network & provision of FTTH connections, the MTNL will be entitled to recover from CONTRACTOR the amount of compensation so paid plus 5% (five percent only) processing charge.

1. **GST Invoice:**

Tax Invoice terms:

1. All the details of contractor (name, address, GSTIN/ unregistered contractor, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.
2. Invoice/DN/CN/Supplementary invoice/Receipt Voucher need to be issued in compliant format and timely within the time prescribed under GST law.
3. In case of any deficient supply/ service, MTNL shall convey the same within a reasonable time to enable the contractor to issue credit note and take tax adjustment. In case contractor fails to raise credit note in time then MTNL shall be authorised to raise a debit note against such L.D. charges plus applicable GST. Such credit/debit note shall be issued before September 30th of following end of financial year in which such supply/service was made.
4. It would be the responsibility of the contractor to declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to MTNL on account of default by the contractor, the same would be recovered by MTNL from the contractor along with applicable interest and penalty, if any.
5. Registered location of the both the parties i.e. MTNL and contractor should be mentioned in the agreement with GSTIN No. Further, contractor should raise invoices at the registered premise of MTNL for availing the credit.
6. MTNL could at any time instruct the contractor to raise its invoices at a particular location of MTNL
7. The contractor should raise invoices at the registered premise of MTNL for availing the credit and ensure that the place of supply/service as per GST law is same as registered premise. It shall be the responsibility of contractor to raise invoice within the prescribed timelines.
8. **GST compliances**
   1. It is the responsibility of the contractor to ensure that outward supply return (GSTR-1) would be filed correctly. If not, then cost i.e. taxes, interest and/or penalty would be borne by contractor.
   2. Reporting of correct outward supply by contractor in the outward return (GSTR-1) is the responsibility of the contractor. The contractor needs to ensure the following points:
      1. Uploading appropriate invoice details on the GSTN within the stipulated time;
      2. Issuing GST compliant invoice / CN/ DN. PO/ Work Order issued by MTNL should be referred by contractor for capturing information on the invoice.
      3. The contractor needs to pay the entire self-assessed tax on timely basis.
      4. Where invoice not uploaded or incorrect upload of invoicing detail on GSTN by contractor then credit on such invoice will be given provisionally subject to matching. So, acceptance of changes made by MTNL on GSTN on account of non-upload or incorrect upload of details on GSTN w.r.t. the mis-match are required to be accepted by contractor within the time limit prescribed under the GST law. It should be noted that in case contractor does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit , interest paid and penalty levied,(if any) would be recovered from the contractor.
      5. In case of mismatch because of contractor’s fault, prompt amendments must be made by the contractor else contractor would be required to indemnify MTNL for the losses of credit and interest paid due to mis-match.
9. The contractor to issue all necessary documentation and perform all necessary compliances for MTNL to be eligible to claim the input tax credit of GST tax to them. In case MTNL is unable to claim the input tax credit, the amount w.r.t. GST charged by the contractor would be recovered from the contractor along with any applicable interest and/or penalty if any as applicable by GST law.
10. A self-declaration along with evidence that the bidder/ contractor is not black listed by GST authorities. In case the contractor gets black-listed during the tenure of MTNL contract, then following indemnity clause No. 30 shall be applicable to ensure that no loss of credit is borne by MTNL due to a default of contractor.
11. **Tax Indemnity clause**

MTNL has the right to recover tax loss suffered by it due to any mis-declaration on invoice by the contractor along with any applicable interest and/or penalty if any as applicable by GST law.

1. **Movement of goods**

It shall be contractor’s (registered under GST) responsibility to issue GST compliant E-way bill for movement of goods by way of supply or otherwise.

As per GST law, E-way bill (wherever applicable) along with prescribed documents are to be carried by the person-in-charge of conveyance. In case contractor fails to issue E-way bill (wherever applicable) due to non-compliance or default or due to lack of diligence on his part, it shall indemnify MTNL for the consequential loss suffered by it, if any till the supplies are delivered in good condition.

In case of movement of goods other than by way of supply (for instance return of goods sent by MTNL at contractor’s premises for repairs) from contractor’s premises to the registered premises of MTNL, vendor/contractor shall be required to move goods under a GST compliant delivery challan.

In case of procurement from unregistered vendor/ contractor, the contractor is required to select the transporter who can issue an E-way bill (wherever applicable) as per GST law.

**32. PAYMENT OF TAXES**

The CONTRACTOR shall be responsible for and pay all taxes, levies, duties, assessments and deductions of every nature required by law in connection with the provision of works / services under this Agreement, and hereby indemnifies, defends and holds harmless MTNL and their respective shareholders, directors, officers, employees and agents, from any and all liability that may become due on account of any alleged non-payment of any or all of such taxes, levies, duties, assessments, or deductions, including, among other things, any penalties and interest thereon assessed by any federal, state or local government authority against MTNL and all costs and expenses including attorney's fees incurred in defense of any such assessment. Notwithstanding anything in the foregoing to the contrary, in no event will MTNL be responsible for any taxes based on the CONTRACTOR’S net income or gross receipts, or other such taxes based on the CONTRACTOR doing business in any particular jurisdiction.

**33. LIMITATION OF LIABILITY**

* 1. Neither MTNL nor any of its respective officers, directors, shareholders, employees, consultants or agents shall have any liability whatsoever for any losses or expenses of any nature suffered by the CONTRACTOR, its employees, workmen/allocated personnel’s, agents or representatives arising directly or indirectly from any act or omission of the CONTRACTOR or its employees, workmen/allocated personnel’s, agents or representatives hereunder.
  2. Neither MTNL nor any of its respective officers, directors, shareholders, employees, consultants, subcontractors or agents shall have any liability whatsoever for any injury to the CONTRACTOR, its employees, workmen/allocated personnel’s, agents or representatives suffered while providing works/services under this agreement.

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**Section-IV A**

**SPECIAL CONDITIONS OF CONTRACT**

1.The special conditions of contract shall supplement the 'Instructions to the Bidders' as contained in Section II & "General (Commercial) Conditions of the Contract' as contained in Section III and **wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section III.**

2.

(i)The bank guarantee for bid security as prescribed in clauses **13** of Section II of the bid document shall be submitted before the scheduled date & time of opening of bids in a separate cover. The bank guarantee so submitted shall be as per the format given in Section VIII on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its telephone number and FAX number. This cover should be super scribed as **“BID** SECURITY FOR TENDER No. AGM (MPL)/FTTH/Services/2018-19/1 Issued on ……...

(ii)In case where the document of bid security is not submitted in the manner prescribed under clause 2 (i) above, the Techno-commercial and financial offers SHALL NOT BE OPENED AND THE BID SHALL BE REJECTED UNOPENED.

(iii)Bids along with requisite documents shall be submitted on-line before the due date and time for submission of bids .Further; the bidder shall also submit a hard copy of the similar bid along with requisite documents before the due date and time of submission of bids. In case of non-functioning or malfunctioning of e-tendering system, the hard copies of bids would be considered. In such an event any discrepancy between the hard copy and soft copy submitted on-line, the soft copy shall govern or prevail. In case hard copies of bids along with the requisite documents are not filed and soft copies are not obtained due to non functioning and malfunctioning of e-tendering system then it will be treated as a case of non-bidding.

(iv)In case at any stage, if it is found that the document in support of qualification to tender conditions is forged or tampered with or manipulated to take undue advantage, then the concerned bidder shall be liable for forfeiture of Bid Security or Performance Security and/or debarring/ blacklisting from participation in any of the tenders of MTNL for at least one year.

3. The Small Scale Industries registered with National Small Scale Industries Corporation (NSIC) for the tendered item under single point registration scheme and desirous of claiming concessions available to such units inclusive of bid security should submit their latest NSIC certificates and documents in respect of their monetary limit and financial capability duly certified by NSIC.

The MSEs (Micro & Small Enter prises) units/bidders registered with MSME bodies shall be given exemption from payment of Bid Security deposit provided the tendered item is listed in the Registration Certificate of MSME, subject to following:-

(a) A proof regarding current registration for the tendered items will have to be attached along with bid.

(b) The enlistment certificate issued by MSME bodies should be current & valid on the date of opening of bid.

4.Technical bid shall be opened and examined first and financial bids of only techno commercially eligible bidders shall be opened on later date.

5. A copy of Un priced Financial Bid (**blanked out )** should form part of techno- commercial bid as per Section X Part-I.& Part-II

6.In case of any discrepancy between original and other copies of the bids, the contents and Details available in original copy of the bid will prevail.

7.In case of any discrepancy between words and figures, the amount indicated in words will prevail.

8.It may be noted that if there is any discrepancy in the NIT published in news paper and eligibility, terms & conditions stipulated in the tender document, the terms & conditions mentioned in tender document will prevail.

9.The complete eligibility shall be considered only at the time of evaluation of techno-commercial bids. Even opening of financial bid also does not confer any special right on the bidder to claim for award of contract or work order.

10.Canvassing in any form is forbidden and will be a disqualification.

11.The genuineness of all the papers is the responsibility of the vendor. If at a later date, even after placement of P.O. it is found that any paper is not O.K. the contract is liable to be terminated and further action will be taken as per Rules.

12.If any fraud or misappropriation of funds /materials is detected at any stage, the contract is liable to be terminated and further action will be taken as per Rules.

13.Different firms or Companies having any common Partner(s) or Director (s) are not permitted to Quote for more than one offer. In case more than one offer received from such bidders, than all such offers except-with lowest quote shall be rejected summarily.

14.Bidders are required to submit Bank Account Details as per ECS (Model Mandate Form) enclosed as

Annexure-I.

15.The lowest price/counter offered price shall be given for ordering.

16.Any increase in taxes and other statutory duties /levies after the expiry of the delivery date shall be to the contractor account. However benefit of any decrease in duties/levies shall be passed on to the purchaser by the contractor.

17.In case more than one offer for tendered work is received from the same bidder then all such offers except with the lowest quote shall be rejected summarily.

18.The expected volume of work given in the tender in Section-V is based on pure approximation and is furnished as general information to the tenderer for quoting the rates. MTNL will not be responsible for any loss or profit due to any increase or decrease in volume of work.

**19. The bidders shall submit a hard copy of the bid also before due date and time of submission of the bids. The hard copy shall be referred only in case TCIL e-Tendering System does not function properly. In the event of any discrepancy between the hard copy and the soft copy submitted online, the soft copy shall govern/prevail.**

20 **Acceptance Testing:** - Procedure for Acceptance Testing shall be as per the following -

20-1 Purchaser reserves the right to appoint any testing authority including its own. A/T team for carrying out Acceptance testing of the network and its network elements. The acceptance test schedule generally covers the following:

* 1. Checking, cabling and wiring along with fittings.
  2. Checking components and materials on sample basis.
  3. Functional test on individual passive equipment /network.
  4. Test of services / features.
  5. Capacity test/ quality testing.

20.2 The Acceptance Testing schedule comprises in two parts:

* 1. **The material supplied by the contractor:**

The contractor will supply the supporting documents/ factory test reports to meet all specifications from the manufacturer/laboratory for each of the items before starting the work as per specifications given the section- VI of the NIT.

* 1. **The installation work done by the contractor:**

The acceptance test schedule will be provided by the MTNL. This will cover all the tests as per the scope of works envisaged under clause 1.2.2 of Section-II/ section- VI of the NIT for various item of works and the functional tests such as Power check and splicing loss etc.

20.3 The bidder shall make available the testing equipments/ material etc. required for carrying out the acceptance tests as per the schedule.

20.4 The contactor will carry out the tests and inspections of passive equipment, accessories and network prepared , before offering for A/T, in coordination with the installation unit of MTNL as per the procedure and Pro forma provided by purchaser in due course during and after installation/ commissioning before “taking over”.

20..5 Any components failing during the acceptance tests shall be replaced immediately at no extra cost to the Purchaser at site by the contractor. Should it fail to do so, the purchaser reserves the discretion to reject and replace at the cost of the supplier the whole or any portion of components as the case may be, which is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.

20.6 In case, bidder has not quoted the cost for some of the items, it will be presumed that cost of such items is covered and is part of some other subsystem and no extra amount is payable by purchaser. In the evaluation of bids, cost of such item shall be taken as ‘nil’ while the same shall be made available to purchaser as per requirement without any additional cost.

20.7 The successful bidder will be required to supply all material/goods required to make the network operative (even if it is not shown in the Schedule of requirement).

20.8 The purchaser shall have the right to use the itemized cost for expansion of network. The bidders should not quote two different prices for the same item in their offers.

21 CONFIDENTIALITY**:**

Vendor and the MTNL shall treat all documents/data/software or part of them, which one may provide party to the other, as strictly confidential and maintain secrecy for the same.

Vendor and MTNL shall not publish, disclose any information about, make available or otherwise dispose of the document/ data/ software or any part or parts thereof to any third party, directly or indirectly without prior written consent of the other party to this agreement.

Vendor and the MTNL shall restrict access to the documents/ data/ software only to those of their employees to whom it will be felt necessary and relevant for this service and shall draw the provision of this undertaking to the personal attention of those of its employees to whom access to the document/data/software will be granted.

**22 Delivery Schedule:**

**For the Services as envisaged under clause 1.2.2 of Section-II:**

Installation of FTTH Network, Acceptance testing and making over/taking over the network in societies/buildings and provision of tentative ordered quantity of FTTH connections should be completed within the stipulated time i.e. with in One year after signing of the agreement. Depending upon the field conditions/ requirements and NOCs obtained by the successful Contractor, the delivery schedule for the various items of works given under of Section-V will be decided by MTNL at the time of execution of work.

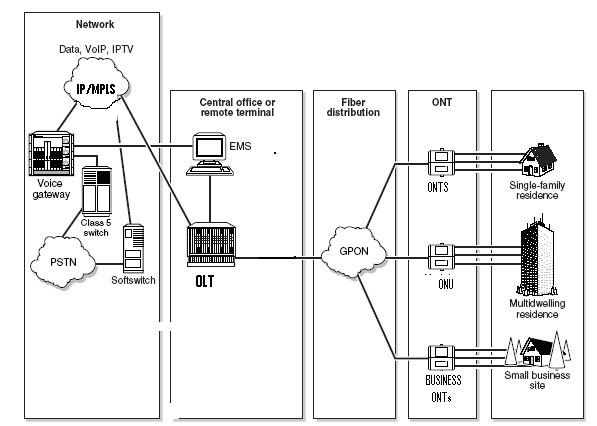
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**Section IV B**

**Introduction**

* 1. The FTTH network to be laid by the contractor in the societies/ buildings/ complexes etc up to the subscriber premises shall be utilized for providing FTTH connections with GPON technology.
     + 1. **Broad Network Architecture:** The broad network architecture planned to be used in the current tender is given below.

**Proposed Network Diagram (Fig 1)**



* + - 1. Schematic diagrams for various scenarios









**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

##### SECTION- V

**T.E.No: AGM (MPL)/FTTH/Services /2018-19/01**

**Scope of Work**

For Appointment of contractor for laying, installation and commissioning of fiber distribution network in the buildings/societies/complexes etc from 1 st stage splitter to 2nd stage splitter/FTB/FDMS and laying of 1F/2F/6F/12F OF cable from FTB/FDMS/Splitter to subscriber end.

i.e. up to ONT (Optical Network Terminal) and provision for approx. 25000 Nos of FTTH connections in the buildings/societies/complexes in MTNL, Delhi.

|  |  |  |
| --- | --- | --- |
| SL No. | GM(UNIT) | No of FTTH Connections |
| 1. | Central | 4000 |
| 2. | East | 3000 |
| 3. | Trans Yamuna | 4000 |
| 4. | North | 3000 |
| 5. | West | 3000 |
| 6. | Bhikaji Cama Place | 4000 |
| 7. | Nehru Place | 4000 |
|  | **Total** | **25000** |

**Note: The above quantities of work are tentative and may change depending upon actual requirement of MTNL, Delhi Unit. No bidder shall have any claim for award of any specific quantity, including quantity indicated in the bid document. The payment shall be done on the actual work done.**

**1. Paying authority :- CAO of concerned area GM(unit)**

**2. Bill passing authority :- SDE/DE of concerned area unit where work order has been executed.**

**3. Inspection of work:- A/T team of concerned GM (unit)**

##### SECTION VI

##### TECHNICAL SPECIFICATIONS

**1. Specifications of various types of PVC conduits/pipes and accessories, corrugated flexible pipes, Tuflex pipes, PVC battens and fitting materials which have to be supplied and used by the contractor before and during the execution of work under the item mentioned in Annexure- I**

**A. Plain Ended / socket Ended PVC rigid conduits/pipes**

**Purpose**: PVC rigid conduits/pipes of sizes 25mm &, 40mm will be fitted on the wall of the building/blocks and shall be used to protect the BIF/indoor/ outdoor optical fiber cable laid in these pipes.

**Specifications**

1. PVC conduits shall be as per IS: 9537(Part3) 1983 (Reaffirmed 2001) with latest amendment & its related mentioned IS numbers “for specification for PVC conduits for electrical installation”.

2. PVC conduits shall be manufactured in accordance with international standards ISO 9001-2000 for which the manufacture should be duly accredited.

3. **Dimensions**

PVC pipe classified as **medium** with following dimensions as specified in the IS shall be supplied.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Nominal size of PVC Conduits** | **Outside diameter** | **Inner diameter** | **Wall thickness** | **Classification** |
| 25mm | 25 | 21.4 | 1.80 | **Medium** |
| 40mm | 40 | 35.4 | 2.30 | **Medium** |

1. **Type of PVC conduits**

PVC conduits 40mm will be **Plain Ended i.e. without socket ended**. Where as PVC conduits 25 mm shall be **socket ended** at one side.

5. **Length of Conduits**

Standard length of PVC conduits shall be 3 meter as specified in the IS.

1. **General requirement**
2. The internal and external surface of the PVC pipe shall be smooth, clean and free from grooving and other effects for quick laying and easy drawing of cables.
3. The colour of the pipes shall be **light Grey/Ivory/white.**
4. Each pipe shall be clearly and indelibly marked with manufacture’s name or trade mark, size, length, standard mark and information relating to classification etc as per IS standard.

**B. PVC Spout type Circular Box three ways with PVC front cover (PVC Tee)**

**Purpose:** PVC Spout type circular box 3 way will be fitted in between the PVC rigid pipes for distribution of fiber to each floor of the building.

**Specifications**

1. Spout type circular box 3 ways with front PVC cover shall be as per Indian Standard IS: 3419- 1988 (reaffirmed 2001) with latest amendment & its related mentioned IS numbers.
2. Spout type circular box 3 ways shall be manufactured in accordance with international standards ISO 9001-2000 for which the manufacture should be duly accredited.
3. The design of Spout type circular box 3 ways shall be as per the diagram (D) of table 9 on page 10 of the said IS.
4. The inner diameter of spouts of Spout type circular boxes of sizes 25mm and 40mm shall be such that it should be properly fitted over the outer surface of the supplied PVC rigid conduits of nominal outer diameter 25mm, 40mm respectively (Item A).
5. **Dimensions**

The dimensions of 25 mm spout type box shall be as specified in the said IS. However since the dimensions of 40mm spout type box have not specified in said IS, so the size & dimensions etc. of 40mm spout type boxes shall be such that it should be properly fitted over the outer surface of the supplied PVC rigid conduits of nominal outer diameter 40mm similar to that in the case of 25mm box. All other specifications shall be as per IS.

1. **Wall thickness**

Wall thickness of the two type of Spout type circular boxes 3 way shall be as mentioned in table given below in order to meet the requirement as set out above.

|  |  |  |
| --- | --- | --- |
| Size | 25mm | 40mm |
| Minimum Wall thickness of the box | 1.6 | 2.3 |

1. **Cover**

The cover of the spout type circular box should be made of the same material and specification as the box and shall have minimum thickness equal to wall thickness of the box as specified above and fitted to the box with screws (Refer IS: 4218). The diameter of the cover of the box shall be equal to the external diameter of the box

8. **General Requirement**

1. The internal and external surface of the box shall be smooth, clean and free from grooving and other effects for quick laying and easy drawing of cables.

b.Easy to fit over the pipes and no threading is required

c.The colour of the spout type boxes shall be **light Grey/Ivory/white** same as per the colour of PVC pipes.

**C. Corrugated flexible PVC pipes**

**Purpose:** Corrugated flexible PVC pipes shall be used as long bends at the Turns/corners of the walls depending upon the local constraints and jointed with the rigid PVC pipes through Slip type PVC Couplers. Corrugated flexible PVC pipes mostly shall be used as to protect the 6F/ 1F BIF and to be fitted/ laid inside false ceiling along the tray, runway and wall depending upon the local constraints.

**Specifications**

1. Corrugated flexible PVC pipes shall be as per Indian Standard IS: 9537(Part 4)- 1983 (reaffirmed 1996) & its related mentioned IS numbers 2001 with latest amendment if any.
2. The corrugated flexible PVC pipes shall be manufactured in accordance with international standards ISO 9001-2000 for which the manufacture should be duly accredited.
3. **Dimensions**

PVC pipe classified as **medium** with following dimensions as specified in the IS shall be supplied.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Nominal/ Outside diameter of PVC corrugated flexible pipe | Tolerance on Outside diameter | Inside diameter of PVC corrugated flexible pipes | Length of the coils | Reference |
| 25mm | -0.4mm | 18.3 mm | 50m | IS: 9537 (Part 4) – 1983 (reaffirmed 1996) |
| 40 mm | -0.4mm | 31.2 mm | 50m | IS: 9537 (Part 4) - 1983 (reaffirmed 1996) |

1. **General Requirement**
2. The internal and external surface of the box shall be smooth, clean and free from grooving and other effects for quick laying and easy drawing of cables.
3. The pipe should be flexible, twistable in vertical and axial direction.
4. The colour of the flexible pipes shall be **light Grey/Ivory/white** same as per the colour of rigid pipes.

d. Each length shall be clearly and indelibly marked with manufacture’s name or trade mark, size, length, standard mark and information relating to classification etc. at regular interval of about 1 metre

**D. PVC Slip type coupling Bends**

**Purpose:** PVC slip type coupling bends will be fitted in between the PVC rigid pipes at the corners/turns.

**Specifications**

1. PVC slip type coupling bends shall be as per Indian Standard IS: 3419- 1988 (reaffirmed 2001) with latest amendment if any & its related mentioned IS numbers.
2. PVC slip type coupling bends shall be manufactured in accordance with international standards ISO 9001-2000 for which the manufacture should be duly accredited
3. The design and dimensions shall be as per the diagram table 5 on page 6 of the said IS.
4. The inner diameter of PVC slip type coupling bends of sizes 25mm and 40mm shall be such that it should be properly fitted over the outer surface of the supplied PVC rigid conduits of nominal outer diameter 25mm and 40mm respectively (Item A).

1. **Inner Diameter**

The inner diameter of collar of PVC slip type coupling bends shall be as given below.

|  |  |  |
| --- | --- | --- |
| **Nominal Size** | **Inner diameter of collar** | **Reference** |
| 25mm | 25.1mm +.3 - 0 | In IS: 3419- 1988 (reaffirmed 2001) with latest amendment |
| 40mm | 40.1mm +.4 - 0 | In IS: 3419- 1988 (reaffirmed 2001) with latest amendment. |

1. **General Requirement**
2. The internal and external surface of the bends shall be smooth, clean and free from grooving and other effects for quick laying and easy drawing of cables.
3. Easy to fit over the pipes and without threading.
4. The colour of the bends shall be light **Grey/Ivory/white** same as per colour of PVC pipes.

**E. PVC Slip Type Coupler**

**Purpose:** PVC slip type coupler will be used for coupling the PVC rigid pipes and also in between PVC corrugated flexible pipe and PVC rigid pipes at bends/turns.

**Specifications**

1. PVC slip type coupler shall be as per Indian Standard IS: 3419- 1988 (reaffirmed 2001) with latest amendment if any & its related mentioned IS numbers.
2. PVC slip type coupler shall be manufactured in accordance with international standards ISO 9001-2000 for which the manufacture should be duly accredited.
3. The design and dimensions shall be as per the diagram table 1 on page 3 of the said IS.
4. The inner diameter of the collar of PVC slip type couplers of sizes 25mm, 40mm and 50mm shall be such that it should be properly fitted over the outer surface of the supplied PVC rigid conduits of nominal outer diameter 25mm and 40mm respectively (Item A).
5. **Inner Diameter of collar**

The inner diameter of collar of PVC slip type coupler shall be as mentioned below.

|  |  |  |
| --- | --- | --- |
| **Nominal Size of coupler** | **Inside diameter of collar** | **Reference** |
| 25mm | 25.1mm +.3 - 0 | In IS: 3419- 1988 (reaffirmed 2001) with latest amendment |
| 40mm | 40.1mm +.4 - 0 | IS: 3419- 1988 (reaffirmed 2001) with latest amendment |

6**. General Requirement**

a. The internal and external surface of the coupler shall be smooth, clean and free from grooving and other effects for quick laying and easy drawing of cables.

b.Easy to fit over the pipes and without threading.

c. The colour of the coupler shall be **light Grey/Ivory/white** same as per the colour of PVC pipes.

**F. PVC Battens**

**Purpose:** The PVC battens 1/2” (12mm) shall be used to protect the BIF cable at the subscriber premises for providing the FTTH connection.

**Specifications**

1. The PVC battens shall be as per Indian Standard IS: 14927 (Part I ) – 2001 with latest amendment if any and its related mentioned IS numbers.
2. The PVC battens shall be manufactured in accordance with international standards ISO 9001-2000 for which the manufacture should be duly accredited.
3. **Dimensions**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Size** | **Internal cross section mm2** | **Outer Width mm** | **Outer Height mm** | **Wall thickness mm** | **Reference** |
| 12x12 mm | 119.5 | 12.0 + 0.2 | 12.0 + 0.2 | 1.2 | IS: 14927 (Part 1) – 2001 |

1. **Length of Battens**

The length of the battens will be minimum 2 metre as prescribed in the IS specifications.

**General Requirement**

1. The PVC cover of the batten should fit properly in to the PVC batten‘s base and it should be locked properly after laying the cable through the batten.
2. The internal and external surface of the batten shall be smooth, clean and free from grooving and other effects for quick laying and easy drawing of cables.
3. The colour of the PVC batten shall be light white or ivory.
4. Each length shall be clearly and indelibly marked with manufacture’s name or trade mark, size, length, standard mark etc as per IS standard.
5. **Tuflex pipe (Thermoplastic Textile reinforced flexible hoses )**

**Purpose:** The Tuflex pipe with nominal bore size 25mm (inner diameter), 20mm (inner diameter) and 25 mm (inner diameter) shall be used to protect the optical fiber cable laid in these pipes.

**Specifications**

* 1. The Tuflex pipe shall be as per Indian Standard IS: 12585 – 1988 with latest amendment and its related mentioned IS numbers.
  2. The Tuflex pipe shall be manufactured in accordance with international standards ISO 9001-2000 for which the manufacture should be duly accredited.
  3. Tuflex pipe of type 1 with working pressure 0.6 MPa shall be supplied.
  4. **General requirement**
  5. The internal and external surface of the pipe shall be smooth, clean and free from grooving and other effects for quick laying and easy drawing of cables.
  6. Each pipe shall be clearly and indelibly marked with manufacture’s name or trade mark, type, bore size, length, Quarter & year of manufacture, standard mark and information relating to classification ie working pressure etc.

**H. U Clamps**

**Purpose**: U clamps with rawl plugs & screws shall be used for fitting the PVC pipes on the wall. TEC GR forU Clamps with rawl Plugs & Screws is not available.

**Specifications:**

**PVC U clamp with Base Plate for 25mm/40mmPVC pipes**

1. It is made of high impact PVC. Indian Standard IS: 3419 - 1988 (reaffirmed 2001)” for fittings for rigid non metallic conduits” shall be followed for general requirement and method of testing of the clamps to ensure the quality of the product supplied.
2. The internal diameter of the 25mm and 40mm U Clamps should be such that the clamps shall be able to hold firmly 25 mm and 40mm PVC pipes respectively.
3. The PVC base plate should be tightly screwed with PVC U clamp with Pan Philip/star head machine screws made of high quality mild steel. The screws should be hot dip galvanized. The dimensions of the Pan Philip/star head machine screws will be according to the size of the side holes.
4. The shape of the hole provided at the centre of the base plate of the clamp should be such that it gives adequate play (adjustment to left or right) to the clamp to align the pipe straight on the wall. The dimensions of center hole should be such that the CSK head screws of size 10x38 mm can easily be inserted and hold the head of the screw on the base plate so that the base plate is firmly fixed on the wall by tightening the screw.
5. The depth of side holes & centre holes shall be equal to the depth of the base plate.
6. The colour of the Clamp with base plate shall be of **light grey/Ivory/white** colour same as the colour of the PVC conduits supplied. These will have neat finish and free from any sharp edges.

**Note**: MTNL reserves the right to test on sample basis from the standard testing lab prescribed by the Govt. of India as per Indian Standard (IS) as mentioned under clause 1 item A to H of Section VI of PVC conduits/pipes, and accessories, corrugated flexible pipes, Tuflex pipes, PVC battens and fitting materials which has to be supplied and used by the contractor before and during the execution of work under the item rates as per section V. The cost of the testing shall be borne by the vender.

**I. Screws and Rawl Plug**

**Purpose:** The screw with rawl Plug will be used for fitting the base plate of PVC U clamp with the wall .

**Specifications of Screw 10x38 mm**

The screw should be made of mild steel, 38 mm long, sharp pointed end, full thread and CSK head of 10mm diameter with a slot minimum 1.4mm x 1.4mm deep. The screw should be hot dip galvanized.

**Specifications of 40mm rawl plug**

The rawl plug 40mm long with head diameter of 10 mm shall be used for easy & convenient fixing of screw into the wall. The material used shall be Low Density Poly Ethylene (LDPE) plastic. The design of the rawl plug should be such that it should be firmly fitted in the wall for which it should have number of projections on the periphery on whole length and the screw 10x38mm should be tightly screwed in it for which the hole should be of appropriate size and have projections inside.

1. **Specifications & procedure for cable laying methods**

**2.1 Trenchless by bucky method**

In trenchless by bucky method, after the horizontal boring a number of 40mm/32mm HDPE pipe lengths in the same bore shall be laid as required by MTNL. The bore size shall be up to 145mm. The item rate per meter of trench less includes horizontal boring, laying of required number of HDPE pipes, jointing of HDPE pipes with coupler and laying of rope in to the pipes to pull the cable. HDPE pipe will be provided by MTNL. Minimum depth of horizontal boring shall be 1.0 M.

**2.2 Open Trench method**

This item involves excavation for trenches in all types of soil, Ramming of bottom and dressing of the sides covering the HDPE PIPE/ cables with consolidated thick layer of 15 cm of soft earth which should be free from stone or other sharp objects and afterwards back-filling of the trenches in layers not exceeding 20 cm. each, ramming and watering, de-watering of water coming from source, and protecting existing services like telephone cables, electric cables, water lines, sewer lines etc., pilot trenching, fencing, lighting, watching, till the closer of the trench, stacking of serviceable material, if any, and disposal of surplus excavated material up to dumping ground. The bidder shall have to provide shoring, wherever necessary in case the depth of trench is more than 1.0 M.

1. Trenching includes taking pilot pits at every 50 M or less along the route to a depth 30 cm. more than the standard depth to assess the presence of underground utilities / services, marking the route of the trench with rope and white `Chuna', actual trenching and stacking the excavated earth properly on both sides of the trench. No extra charges shall be claimed for taking pilot pits and marking the trench route.
2. Digging of trenches should be made at standard depth of 1.0M and width 0.30M. The depth may vary in places where underground pipes, electric mains come in the way, or in places specially required by MTNL Limited due to any other reason. In such cases payment would be made on prorate basis as per note 5 and rates against item 9(c) &9 (d) of Table -I Section-V with approval of concerned DGM.

A variation in the standard depth of the trenches i.e.1.0M is permissible only with the prior approval of the Divisional Engineers. Wherever there is variation in the standard depth, a specific certificate to the effect should be obtained on the bill from the Divisional Engineer in charge.

1. After trenching is over, HDPE pipes will be provided by MTNL and other items sockets, spacers and nylon rope should be provided by the contractor. The 3 spacers are used for 5 m length of HDPE pipe. The soft soil should be put and compacted between the layers of HDPE pipes and over the top layer 15 cm soft soil should be laid. The pipes should be sign written with white paint supplied by the contractor. The nylon rope should be put in the pipes simultaneously. Contractor will provide items like Hard Rubber Cock, End Cap, HDPE Pipe Coupling and Wire Mash. The contractor shall Lay the rope in pipes. Rope to be supplied as per spec. by contractor. The contractor shall do the End capping of the pipes. Cape to be supplied as per spec. by contractor.The contractor shall do the sealing of pipe by heating.
2. The trenches should be kept open till the cables are examined by the officers of Mahanagar Telephone Nigam Limited, and the acceptance- testing unit.
3. Laying of cable at depths less than 1.0 m is not permissible. In case, where 1.0 mtrs. depth could not be obtained due to physical constraints or other unavoidable circumstances, the work in such places should be carried out only with the prior approval of the DGM. The contractor shall provide additional protections, if required, as directed by officer incharge of the work.
   1. **Laying of Cable**

The O.F. cable laying work includes, handling of cable drums, laying out cables, laying cables in trenches, or through G.I. Pipes/ RCC pipe, PVC pipes, Tuflex pipes, HDPE pipes, tunnels/trough or in ducts as required. While laying the bidder should leave the small length of cable as per requirement for jointing and maintenance purpose.

* 1. **Documentation**

At the time of completion of work, the records of actual depths of cable at which it is being laid is to be transferred to the executing Officer along with other necessary documents and drawing. The record of depth should be given at the interval of 5 meters. The record shall also contain following:

1. The detailed diagram will be prepared by the contractor including Line diagram to indicate full details of cables/pipes/splice joints/joint positions / man holes/attributes etc.
2. All writing should be neatly stenciled, no free hand writing will be allowed.
3. The document must be submitted in spiral binding forms consisting RID. A/T certificate, route diagram certificate.
4. The final bill should include the documentation work.
5. Diagram of duly laid cables along with location of joints (marked in three dimensions). One soft copy and three hard copy to be supplied by the contractor to the MTNL.

2.7. Reduction in depth in trench excavation for 20 cm and part thereof and Extra for additional depth in slab of 20 cm and part thereof ,

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Annexure – I**  **Schedule of requirement with estimated cost of Services for laying, installation and commissioning of distribution network in the buildings/ complexes/ societies etc from 1st stage splitter to 2nd stage splitter/FTB/FDMS and laying of 1F/2F/6F/12F OF cable from FTB/FDMS/Splitter to subscriber end for about 25000 FTTH Connections .** | | | | |
| **S. No.** | | **Item of work** | **Unit** | **unit price in Rs** |
| 1 | | Installation of FDMS 48F/24F wall mountable with/witout splitter | Number | 482.50 |
| 2 |  | Fitting of PVC pipe including various types of PVC conduit /pipe and accessories, corrugated flexile pipes, and fitting material. (All the material will be supplied by the contractor) |  |  |
| a | 40mm PVC pipe | Metre | 67.55 |
| b | 25 mm PVC pipe | Metre | 40.53 |
| 3 |  | Laying and pulling of 6F BIF cable through PVC pipe/tuflex pipe and 6F/12F self supported cable etc. | Metre | 15.44 |
| 4 |  | Installation of FTB/ FDMS with /without splitter and ONT on wall. |  |  |
| a | 6F FTB/ FDMS, 12F FTB/ FDMS | Number | 193.00 |
| b | ONT | Number | 193.00 |
| 5 |  | Fitting of ½” PVC batten on the wall from FTB to ONT. (PVC batten and fitting materials will be supplied by the contractor) | Metre | 27.99 |
| 6 |  | Laying of 1F/2F fiber cable BIF/ self supported through the PVC Batten/PVC pipe or by using Nails & hooks/Clip or by pulling in the existing Conduit etc in the Subscriber Premises | Metre | 7.72 |
| 7 |  | Splicing of OF cable (Fusion splicing) | Number | 144.75 |
| 8 |  | Fitting and laying of 25mm Tuflex pipe including fitting material ( All the material will be supplied by the contractor) (In mts) | Metre | 69.48 |
| 9 |  | Laying of UG cable whereever required from 1st Splitter to 2nd splitter/s. |  |  |
| a | Horizontal boring by buckey method including laying of HDPE pipe up to 3 pipes ( Transportation from store by contractor).. | Metre | 127.50 |
| b | Open trench. (width 0.30m, depth 1.00m) including laying of HDPE pipe. ( Transportation from store by contractor). | Metre | 80.96 |
| Note: Reduction/ addition in depth in trench excavation for 20Cm and part thereof. Rate on prorata basis will be allowed with approval of concerned DGM. |
| c | Pulling of OF cable through HDPE pipe (Transportation from store inclusive) | Metre | 3.00 |
| **Note :** | | | | |
| **I** | | **The above quantities are tentative which can vary at the time of awarding of work & actual work done depending upon the field constraints . The payment may be done on the basis of actual work done** | | |
| **Ii** | | **FDMS, FTB, splitter, HDPE pipes, OF cables,ONTs shall be provided by MTNL. Any other material such as PVC pipes with accessories, tuflex pipes, Corrugated flexible PVC pipe, PVC batten, Clamps, rawl plugs, screws for fixing tuflex pipe, Nails/screws, hooks/clips fitting, wire to pull the cable, crimping tool, Fusion splicing machine, drill machine, portable generator set etc. required for successful installation/laying of these items, tools, labour and transportation of store (including loading & unloading) to the work site shall be provided by bidder within the quoted item rate. These items should be as per specifications given under technical specification in tender.** | | |

**PART - A**

**(Techno – Commercial Bid)**

SECTION VII

PART-I

##### BID FORM

**Tender No. AGM (MPL)/FTTH/Services/2018-19/1 Date : .......**

**To**

**AGM(MPL) MTNL**

**CSD Compound Netaji Nagar**

**New Delhi - 110023**

1. Having examined the conditions of contract and specifications including addenda Nos......................the receipt of which is hereby duly Acknowledged, we, undersigned, offer to supply and deliver .............................................. in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.

2. We undertake, if our Bid is accepted, to commence deliveries within ( ) months and to complete delivery of all the items specified in the contract within ( ) months calculated from the date of issue of your purchase order.

3. If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum @ 5% of the contract value for the due performance of the contract.

4.We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5.Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

6.Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

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

8.We understand that bids will be evaluated separately for each area GM(unit).EMD & PBG will be separately for each area GM(unit).

Dated this .............................. day of ........................ 2018

Name and Signature ------------------------

In the capacity of ----------------------

Duly authorized to sign the bid for and on behalf of ..............................................

witness .........................................

Address ......................................

Signature

\*\*\*\*\*

**SECTION: VII**

**Part-II**

##### FORM “A”

**T. E No. AGM (MPL)/FTTH/Services/2018-19/1**

**I.** 1. Name of Bidder

2. Location

3. Address

4. Contact Person

5. Land Line Telephone No.

6. Mobile No

7. Name of the Managing Director.

8. Name of the actual signatory to the tender.

9. FAX Number

10. e-mail address

11. GST Regn. No.

**II. Capacity (Product wise).**

1. Licensed capacity (as per Industrial License)

2. Installed capacity as on date

3. Fully equipped capacity for throughput

4. Total Number of pages of tender offered and its enclosures. Pages.

**III.** Brief of facilities available for training, recruitment and quality support team.

**IV.** Whether services offered conform to particulars and specification quoted in the tender schedule and subsequent amendment (if any). If not, details of deviations must be stated here.

**V.**Here state specifically whether the price tendered by you is to the best of your knowledge and beliefs not more than the price which is permissible for you to charge from a private purchaser for the same class and description of services under the provision of any law for the time being in force. If not, state the reason and the margin of profit included.

**VI** Name & Constitution of tendering firm, if the firm is registered under

a)The Indian companies act, 2013.

b) The Indian partnership Act, 1931.

c) Any other act. If so please give details if any please give the names of partners.

**Note: The contact person Name, Land Line Number, Mobile No, SMS, FAX and e-mail must be furnished to contact in case of emergency.**

**SECTION: VII**

**Part-III**

**INFORMATION TO BE GIVEN BY BIDDERS**

To be filled in by the Bidder.

* + 1. Name and address of the Bidder, his present

Nationality and full address:

a)contact no ( land line & mobile)

b)Fax no.

c) e-mail

2. Whether the firm is a Private or Public Ltd. Concern or undivided

Hindu Family, Individual or a registered Partnership firm

(Attested copies of Deeds or Articles of Memorandum of Association to be enclosed).

3. Name of person holding the power of Attorney and his present

nationality with his liabilities (Attested copy of Power of

Attorney to be enclosed).

4. Names of partners,their present nationality with their liabilities

(Attested copy of the partnership deed to be enclosed).

5. Name of the Bankers and full address.

6. Place of Business.

7. Whether the Bidder is a shareholder or partners of any firm

enlisted in MTNL.

8. Whether the Bidder or any of his partners or shareholders is/are

member(s) of the Indian parliament or any State Legislature.

9. Whether the Bidder or any of his partners or shareholders is/are

dismissed Government Servant(s).

10. Whether the Bidder has under his employment a dismissed Government

Servant.

11. Has the Bidder or any of his partners or shareholders or authorised representative been blacklisted or removed from the approved list of Contractors or orders passed banning/suspending business with the Bidder etc. by MTNL/Central Govt./State Govt./Public Sector undertaking/ Public Bodies / Municipalities etc. The tender shall be required to give declaration about non-debarment/non black listing as prescribed.

12. The following information must be submitted along with technical offer

a) Maximum capacity of trenching per day.

b) Maximum capacity of O.F. Cable Laying per day.

c) Maximum capacity of pulling cables through ducts per day.

d) Maximum capacity of engaging No. of mazdoors per day.

**(*Refer Section VI of tender document)***

13. Details of Tools / equipments available with and owned by bidder

(Separate sheet may be enclosed if necessary)

14. Detail of Registration of Contractor with Labour Officer along with copy of registration certificate in respect of previous contract, if any, and copy of registration certificate for work contract Tax. An undertaking be furnished to obtain proper and valid labour license in case of selections and award of work shall be given.

15. The bidders will have to furnish details of infrastructure available with them. MTNL reserves the right to carry out survey of infrastructure availability of bidders and based on assessment of these, consideration /rejection of bid will be decided. The decision of MTNL in this regard shall be binding and final.

Place: (Signature of Bidder)

Date : Capacity in which signing

Along with Seal.

**SECTION VIII**

#### BID SECURITY FORM

Whereas .................................. (hereinafter called “the Bidder”) has submitted its bid dated............for the GM(unit)........................ vide Tender Enquiry No. AGM (MPL)/FTTH/Services/2018-19/1 dated............ KNOW ALL MEN by these presents that WE ....................... OF .................... having our registered office at .................(hereinafter called “the Bank”) are bound unto MAHANAGAR TELEPHONE NIGAM LIMITED (hereinafter called “the Purchaser”) in the sum of Rs.................... for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1.If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or

2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity

(a) fails or refuses to execute the Contract, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owning to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in clauses 13 and 8.2 (b) of section II of the Bid Document upto and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority.

Name

Signed in Capacity of

Name & Signature of witness Full address of Branch

Address of witness Tel No. of Branch

Fax No. of Branch

\*\*\*

SECTION –IX

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(In the office of AGM(MPL) MTNL CSD Compound Netaji Nagar , New Delhi-110023, before date of bid opening)

Subject: Authorization for attending bid opening on tender of:

**Tender Enquiry No.: AGM (MPL)/FTTH/Services /2018-19/01**

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of --------------------------------------------------------------------------------------- (bidder) in order of preference given below:-

#### Order of Preference\_\_\_\_\_\_\_\_\_\_\_\_\_Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Specimen Signature

I.

II.

Alternate

Representative.

Signature of Bidder

OR

Officer authorized to

Sign. The bid documents

on behalf of the bidder.

**Note:**

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

**Annexure-B**

**(Strike-off whatever is not applicable)**

**Clause-by-Clause Compliance certificate**

Ref.: T.E. NO: AGM (MPL)/FTTH/Services/2018-19/1

It is to certify that the tender document is carefully read & understood and all the sections and clauses are complied unconditionally & unequivocally. There is no deviation from the terms & conditions of the tender.

Signature of Proprietor/Director/Partner/Authorized Signatory

(Sh./Smt./Miss.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Or**

**Declaration of Deviation (If any)**

Ref.: T.E. NO: AGM (MPL)/FTTH/Services/2018-19/1

It is to certify that the tender document is carefully read & understood and all the sections and clauses are complied unconditionally & unequivocally except the following deviations from the terms & conditions of the tender.

A)

B)

C)

D)

Signature of Proprietor/Director/Partner/Authorized Signatory

(Sh./Smt./Miss.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ANNEXEURE –C (CLOSE RELATIVE DECLARATION)**

**T.E No.AGM (MPL)/FTTH/Services/2018-19/1**

**“I…………..s/o…….……r/o…………….. hereby certify that none of my relative(s) as defined in the tender document is/are employed in MTNL unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, MTNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me.”**

{Signature of Proprietor/Partner(s)/Director(s)}

Station:

Date:

**ANNEXURE-D**

**DECLARATION**

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_son of/wife of Sh\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and Proprietor/Director/Partner/Authorized Signatory of M/s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_do hereby Solemnly affirm and declare as under: -

1. That I am the sole Proprietor/Director/Partner/Authorized Signatory of M/s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. That I state & declare that the above firm M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

is not debarred and/or blacklisted by any department of Central Govt./State Govt./PSU/Public bodies/Municipalities/ GST Authorities on the date of opening of tender.

In case the above declaration is found to be incorrect or wrong, the contract, if awarded to the firm shall be terminated immediately and the firm shall liable to be blacklisted/debarred for future works/contract with MTNL. Any such action shall however be without prejudice to MTNL’s right under the law.

Signature of Proprietor/Director/Partner/Authorized Signatory

(Sh./Smt./Miss\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Note: - The signatory should not affect any variation in the text of declaration. Declaration in any other form shall not be acceptable and render the bidder for disqualification of the tender/bid.

**Part B**

**Financial Bid**

#### 

**SECTION-X**

PART-I

**BID FORM**

To,

AGM(MPL)

MTNL, CSD Compound Netaji Nagar , New Delhi-110023

Dear Sir,

1. Having examined the conditions of contract and specifications including **addenda…………………….** **dated …………….. and amendment dated ………………….** the receipt of which is hereby duly acknowledged, We, undersigned, offer to GM(unit) **………………………………………………..** in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this bid.

2. We, undertake, if our bid is accepted, to commence deliveries within **(as** **per tender NIT terms & conditions)** months and to complete delivery of all the items specified in the contract within (as per tender NIT terms & conditions) months calculated from the date of issue of your purchase order/ work order.

3. If our bid is accepted, we will obtain the performance guarantee of a scheduled bank for a sum @ 5% of the contract value for the due performance of the contract.

4. We agree to abide by this bid for a period of **150 days** from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Until a formal purchase order/ Work order of contract is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

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

Dated this day of\_\_\_\_\_\_\_2018

**Name and signature**

**In the capacity of DIRECTOR/ AUTHORISED SIGNATORY**

**Duly authorized to sign the bid for and behalf of**:

**M/s** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature:**

**Witness:**

**SECTION-X**

**PART-II**

(PROFORMA FOR BIDDER'S QUOTATION)

**Price Bid For Area GM:- ………………………………………………………………………………………………… 7 GM( unit) are :- Central,East,Trans Yamuna,North,West,Bhikaji Cama Place,Nehru Place .**

(For each area separate bids is required)

This is to be used as a Performa. It should be typed/ photocopied, completed and submitted in a separate sealed cover. Clause 15 of Section-II may be referred.

**FROM**

BIDDER’S NAME :

BIDDER'S ADDRESS :

BIDDER'S TELEPHONE No :

FAX No. :

E-mail Address :

GST Registration No. :

HSN Code :

**To**

AGM(MPL) MTNL

CSD Compound Netaji Nagar , New Delhi-110023

“I/ We submit the sealed tender for appointment as contractor for laying, installation and commissioning of fiber distribution network from curb (where the fiber is available in the buildings/societies/complexes) up to the subscriber premises i.e. up to ONT (Optical Network Terminal) and provision of FTTH connections in the buildings/societies/complexes in MTNL,Delhi .”

1. I/ We have thoroughly examined and understood instruction to bidders’ terms and conditions of contract given in the invitation to bidder and those contained in the general conditions of contract and its appendices, and annexure and agree to abide by them.

**I/ We offer to work in MTNL, Delhi at the rates as \_\_\_\_\_\_\_\_ % (percentage) of the MTNL Schedule of Base Rates as per Annexure-I.**

**EXAMPLE:**

|  |  |
| --- | --- |
| **If the bidder wants to offer as** | **Then the bidder should fill in the financial bid as** |
| At same rates given in the MTNL Schedule of Base Rates as at Annexure-I. | 100 |
| At 10% above the rates given in the MTNL Schedule of Base Rates as at Annexure-I | 110 |
| At 10% below the rates given in the MTNL Schedule of Base Rates as at Annexure-I. | 90 |

It is confirmed that the rates quoted above are inclusive of packing, forwarding, freight and insurance or any other incidental charges etc. in case of materials to be supplied except GST(CGST/SGST/IGST/UTGST)in case of **works to be executed**. **GST will be charged extra on work amount at applicable rates.**

In case the bidder is registered under composite scheme then no GST shall be payable. Bidder should make declaration in bid document with regard to being a Composition Dealer under GST. The bidder shall mention in the invoice prominently that it is under composition scheme under GST,ACT 2017.

Strike off whichever is not applicable.

2. I/We agree to keep the offer open for acceptance up to and inclusive of the date under clause 14 of Section-II. I/We shall be bound by communication of acceptance of the offer dispatched within the time.

1. I/ We do hereby declare that the entries made in the tender and appendices attached therein are true and also that I/We shall be bound by the act of my/ our duly constituted attorney \_\_\_\_\_\_\_\_\_\_\_\_\_ whose signature is appended hereto in the space specified for the purpose and of any other person who in future may be appointed by me/ us instead to carry on the business of the concern, whether any intimation of such change, is given to MTNL or not.
2. **I/We do hereby declare that I/We fully aware the Area of jurisdiction of, all the Seven (7) area GM of MTNL Delhi.**
3. **Separate Bids for each GM(unit). Seven GM (units) are:- Central,East,Trans Yamuna,North,West,Bhikaji Cama Place,Nehru Place .**
4. The following documents are enclosed along with this tender duly filled and signed.

(a) Document - I

(b) Document - II

(c) Document - III

(d) Document - IV

(e) Document - V

(f) Document - VI

Signature of Constituted Attorney

]

Yours faithfully

(Signature of Proprietor/Director/Partner/Authorized Signatory)

(Sh./Smt./Miss.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), with Seal

\*NOTE:

(1) If the discrepancy exists between figure & words, the amount in words will prevail.

(2) Only one language either Hindi or English shall be used in bid.

(3) Absurd/ Abnormal rates will not be considered by MTNL.

(4) For quoting charge / rates for different items of work, the Section-X itself has to be used. No separate charges other than those items indicated in Section-X will be payable to the CONTRACTOR.

Name and address of Attorney

Name :

Address :

Date :

Signatures of witness :

Name :

**Part – C**

**(Documents to be submitted at the time of award of work)**

#### SECTION XI:

**PERFORMANCE SECURITY GUARANTEE Bond**

**Separate PBG for each area GM(unit)**

In consideration of the ED, Delhi, MTNL (hereinafter called ‘MTNL’) having agreed to exempt \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called ‘the said contractor(s)’) from the demand under the terms and conditions of an agreement/Advance Purchase Order No \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_ made between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the Laying/installation of FTTH in **GM(unit)** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called “the said agreement ”), of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_we, (name of the bank) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ( hereinafter refer to as “the bank”) at the request of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (contractor(s)) do hereby undertake to pay to the MTNL an amount not exceeding \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by MTNL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (name of the bank) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the MTNL by reason of breach by the said contractor(s)’ of any of the terms or conditions contained in the said Agreement or by reason of the contractors(s)’ failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of MTNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

3. We under take to pay to the MTNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the MTNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(office/Department) MTNL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of **TWO YEARS** from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ further agree with the MTNL that the MTNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the MTNL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the MTNL or any indulgence by the MTNL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).

7. We (name of the bank) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the MTNL in writing.

Dated the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_

for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Indicate the name of bank)

\*\*\*\*\*

**SECTION-XI-A**

#### ADDITIONAL BANK GUARANTEE Bond

STORE SECURITY BANK GUARANTEE PERFORMA

**{ To be submitted to DGM(area)O/O GM( unit) applied for }**

This DEED OF GUARANTEE IS MADE THIS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DAY OF\_\_\_\_\_\_

Between the Mahanagar Telephone Limited (MTNL)(which expression shall unless excluded by or repugnant to the context includes his successors and assigned of the one part and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Herein after. Called the Bank (which expression shall unless excluded by or repugnant of the context include its successors and assignees) of the part.

**WHEREAS MAHANAGAR TELEPHONE NIGAM LIMITED** accepted the tender of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_hereinafter called the Contractor to execute work of Mahanagar Telephone Nigam Limited in the GM(unit)\_\_\_\_\_\_\_\_\_\_\_\_\_as per work order No.\_\_\_\_\_\_\_\_\_\_\_ dated\_\_\_\_\_\_\_\_\_(hereinafter referred to as the said work order).

**AND WHEREAS** THE work order provides that contractor shall furnish Bank Guarantee to the extent of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_in relation to Section-II of the General Terms and Conditions of the NIT as and by way of security for the stores issued to the contractor.

**AND WHEREAS** at the request of the contractor the Bank has agreed to execute these presents.

**NOW THE DEED WITNESSED AND IT IS HEREBY AGREED AND DECLARED BY AND** between the parties here to as follows: -

* + - * 1. The bank hereby irrevocably and unconditionally guarantees to the Mahanagar Telephone Nigam Limited that the contractor shall take due care for the security of the store issued to the contractor for laying, installation and commissioning of fiber distribution network from 1 st stage splitter to 2nd stage splitter/FTB/FDMS and laying of 1F/2F/6F/12F OF cable from FTB/FDMS/Splitter to subscriber end i.e. up to ONT (Optical Network Terminal) and provision of FTTH connections in the buildings/societies/complexes in MTNL,Delhi. against the above tender and the Bank shall indemnify and keep the MTNL indemnified to the extent of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_caused to or suffered by the MTNL on account as store or reason of any breach by the contractor of any of the aforesaid terms and conditions and the Bank further undertakes it, to pay to the MTNL, such sum not exceeding\_\_\_\_\_\_\_\_\_\_\_ on demand and without DEMUR in the event of contractor’s failure to perform and discharge the aforesaid several duties and obligations on his part to be observed and performed under the work order.
        2. The decision of the MTNL with regard to assessment of any loss of damage that may be caused to or suffered as to whether the contractor has failed to or neglected to perform, or discharge his duties and obligations as aforesaid as to the amount payable to the MTNL, by the Bank herein shall be final and binding on the Bank.
        3. The liability of the Bank under this Guarantee shall be as Principal Debtor.
        4. The guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the aforesaid terms of the said work order and it shall continue to be enforceable till **18 months** after the work have been taken over, all the dues of the MTNL under or by virtue of the said work order have been fully paid and its claim certified or discharged or till it is certified by the MTNL that the terms and conditions of the said work order have been fully and properly carried out by the said contractor and a NO DEMAND CERTIFICATE submitted to this effect by the contractor.
        5. The Bank further agrees that the Guarantee herein contained shall remain in full fore and effect for a period of Eighteen Months from the date hereof and also that the extension of this guarantee will be provided for by the Bank for such period beyond the said period of Eighteen Months as the MTNL feel necessary in this behalf. Provided further that if any claim accrues or arises against the Bank Before the expiry of the said Eighteen Months or and extension thereof, the same shall be enforceable against the bank before the expiry of the said Eighteen Months or a extension thereof, the same shall be enforceable against the bank notwithstanding the fact the same is enforced after the said period of Eighteen Months OR ANY extension thereof.
        6. The Guarantee herein contained shall not be affected by any chance in the constitution of the contractor of the bank and shall be continuing one.
        7. The MTNL has fullest liberty without affecting the guarantee to postpone for any time and from time to time any of the followers exercisable but it against the contractor and either no enforce on forbear any of the terms and conditions of the said work order and the bank shall not be released from its liability under this guarantee by any exercise by the MTNL of the liberty with reference to the matter referred aforesaid or by reason of time being given to the contractor or any other forbearance, act, of the commission on the part of the MTNL, or any indulgence by the MTNL to be contractor or by other matter or thing whatsoever which under the law relating to Sureties shall but for this provision have the effect of so releasing the bank from its such liability.
        8. The bank undertakes not to invoke this guarantee during its currency except with the previous consent of the MTNL in writing.

IN WITNESS WHEREOF the parties have executed these presents the day and year therein above writing.

Witness :

1.

Signature : (Signature)

Name : Name

Official Address (Designation with Bank Stamp)

2. Signature

Name

Official Address

Attorney as per Power of Attorney No.

Date\_\_\_\_\_\_\_\_\_

\*\*\*

**SECTION-XII**

**Part-I**

**FORM OF AGREEMENT**

(FOR laying, installation and commissioning of fiber distribution network from 1 st stage splitter to 2nd stage splitter/FTB/FDMS and laying of 1F/2F/6F/12F OF cable from FTB/FDMS/Splitter to subscriber end i.e. up to ONT (Optical Network Terminal) and provision of FTTH connections in the buildings/ societies/complexes. )

Contract No**.: T.E AGM (MPL)/FTTH/Services/2018-19/1**

MTNL, Delhi having agreed to grant the contract of laying, installation and commissioning of fiber distribution network from 1 st stage splitter to 2nd stage splitter/FTB/FDMS and laying of 1F/2F/6F/12F OF cable from FTB/FDMS/Splitter to subscriber end i.e. up to ONT (Optical Network Terminal) and provision of FTTH connections in the buildings/ societies/complexes in various areas of MTNL, Delhi in response to the submission of sealed tender by me/us on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

I/We (here enter full name and address of the contractor) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_am/are executing this agreement on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and hereby confirm that I/We have thoroughly examined and understood the terms and conditions of the invitation of tender bearing **T.E No. AGM (MPL)/FTTH/Services/2018-19/1** for the appointment of contractor for laying, installation and commissioning of fiber distribution network from 1 st stage splitter to 2nd stage splitter/FTB/FDMS and laying of 1F/2F/6F/12F OF cable from FTB/FDMS/Splitter to subscriber end i.e. up to ONT (Optical Network Terminal) and provision of FTTH connections in the buildings/ societies/complexes, and also those of General Conditions of contract and its appendices and annexure and agree to abide by them.

I/ We am/ are willing to undertake the said work consequent on the approval of the tender at …………………% (percentage) of the rates specified on Section-X, below/ above the rates specified in Annexure-I of tender document which forms part of this agreement and as per terms and conditions of the Tender. I/We assure MTNL that I/We will undertake the said work to the best of my/our ability at all stages, during the tenure of the contract.

This agreement will remain in force from.....…………… to ……………………. or up to the date of extension(s) of the contract, unless specifically curtailed or terminated by MTNL.

CONTRACTOR

Witness. (Capacity in which signing)

along with seal

1.

2.

Witness : For and on behalf of the

Mahanagar Telephone Nigam Ltd

1.

2.

Signature of DGM(MPL)

(Designation with name and seal)

SECTION-XII

Part-II

**SAMPLE FORMAT OF AGREEMENT**

**to be entered by the Successful bidder with MTNL Delhi Unit**

An Agreement made this .......................... day of .............................

between ........................................……………………. Hereinafter referred to as the CONTRACTOR (which expression shall unless repugnant to the context or subject thereof, mean and include his/ its legal successors and permitted assignees) of the ONE PART

AND

THE MAHANAGAR TELEPHONE NIGAM LIMITED, Registered Office at 5th Floor, Mahanagar Door Sanchar Sadan, 9, CGO Complex, Lodhi Road, New Delhi-110003 represented by Deputy General Manager (MPL) having his office at CSD Compound Netaji Nagar, New Delhi-110 023 (hereinafter referred to as the MTNL which expression shall, unless repugnant to the context or subject thereof, mean and include his / its legal successors and permitted assignees) of the other part.

WHEREAS in or about, 2018 MTNL had invited bids from interested parties for appointment of contractors for laying, installation and commissioning of fiber distribution network from 1 st stage splitter(where fiber is available) to 2nd stage splitter/FTB/FDMS and laying of 1F/2F/6F/12F OF cable from FTB/FDMS/Splitter to subscriber end i.e. up to ONT (Optical Network Terminal) and provision of FTTH connections in the buildings/societies/complexes in MTNL,Delhi. Vide **T.E.No: AGM (MPL)/FTTH/Services /2018-19/01** **dated (hereinafter referred to as “Tender”)**

AND WHEREAS the CONTRACTOR has fulfilled the requirements and conditions regarding capacity, qualification, status etc. as mentioned in Section-II of the tender document issued by MTNL in respect of the work in question.

Whereas the CONTRACTOR has fulfilled the requirements and conditions regarding capacity, qualification, status etc. as mentioned in Section-II in respect of the work in question.

And whereas the CONTRACTOR has offered to execute the work of laying by Trenching & Trenchless Technology, installation and commissioning of fiber distribution network from 1 st stage splitter(where fiber is available) to 2nd stage splitter/FTB/FDMS and laying of 1F/2F/6F/12F OF cable from FTB/FDMS/Splitter to subscriber end (where the fibre is available in the buildings/societies/complexes) up to the subscriber premises i.e. up to ONT and provision of FTTH connections in the buildings/societies/complexes as per the broad description given under clause 1.2 of section-II in the buildings identified by MTNL as per its requirement as fully set out in Section-V hereto on the terms and conditions hereinafter contained as well as in said Section- II,III,IV,V & VI of the tender document issued by MTNL.

And whereas the CONTRACTOR has in accordance with the terms of the tender furnished security for a sum of Rs....... (5% of value of Contract) for due performance of the work in question as well as of the Contract herein which has been duly accepted by the MTNL.

Now those present witness and it is hereby agreed and declared by and between the parties to those presents as follows: -

1. The CONTRACTOR will, during the period of this Contract, that is to say, from ............. to .............. or until this Contract shall be terminated by such notice as is hereinafter mentioned, whichever is earlier, safely carryout by means of labourers employed at his own expense and by means of tools, implements equipments etc., to be arranged by him to his laboureres at his own expense, all Trenching, Cable Laying by Trenching and Bucky method Technology, installation & commissioning of fiber distribution network in buildings/ societies and provisioning of FTTH connections by Trenching and Bucky method, and other connected works as described in the said clause 1.2 of Section-II & Section-V of the Tender Document .

2. For the purpose of this Agreement, the S.D.E. includes the Officer under whose signature the work- order is issued and any other officer authorized by the Divisional Engineer of that area concerned.

1. The CONTRACTOR shall abide by the rules and conditions laid down in this contract in Section II, III, IV, V & VI and such other rules and regulations as may be framed from time to time by the Executive Director, MTNL Delhi Unit on behalf of MTNL.
2. The CONTRACTOR shall promptly carry out all the works relating to Cable Laying, installation & commissioning of fibre distribution network in buildings/ societies and provisioning of FTTH connections referred to in Clause -- 1 above whenever called upon by the MTNL or by any of the persons mentioned in Clause --1 above within the jurisdiction of the MTNL, Delhi Unit and within the time as will be specified to by the MTNL or by any of the person mentioned in Clause -- 1 hereof at the time of issuing Work Order for each individual work.
3. The CONTRACTOR shall execute all the items of works mentioned in the order for each work in most efficient and workman - like manner. As regards materials and labour, in every respect it must be in strict accordance with the instructions given to him from time to time by the officer mentioned in Clause - 2 above or the SDE/ DE in charge.
4. The work shall, throughout the stipulated period, be preceded with all due diligence and the time allowed for completing the work as entered in the work order shall strictly be observed by the CONTRACTOR. The time in this respect shall be deemed to be the essence of the Contract on the part of the CONTRACTOR.
5. If the CONTRACTOR fails to carry out any of his obligations under this Agreement and as mentioned in Section-II,III,IV,V & VI penalty or recovery at the rates as prescribed at Section-III shall be imposed by any of the officers mentioned in clause --2 above.
6. The CONTRACTOR’s heirs or representatives or successors or assignees, shall with the consent in writing from the Executive Director, MTNL Delhi Unit will have the right to continue to perform the duties or engagements of the CONTRACTOR under the Contract in case of his death or physical incapacity or any other eventuality.
7. The Contract shall not, nor shall any part thereof or any interest herein be transferred or assigned by the CONTRACTOR to any other person or persons or a Company or attempted to be done without the previous consent in writing of the Executive Director of the MTNL Delhi Unit being first obtained.
8. If the CONTRACTOR desires to transfer or assign his / its business to any other person, persons or Company, the CONTRACTOR shall make it one of the terms and stipulations of the Contract of transfer of his / properties and business to such other person or Company that such other person or Company shall, provided the Executive Director of the MTNL, Delhi Unit consents to the same, continue to perform the duties or engagements of the CONTRACTOR under this Contract and be subject to his liabilities there under.
9. The CONTRACTOR hereby covenants and declares that no one connected with or in the employment of the Department of Telecommunication/ MTNL is nor shall any person ever be admitted as a partner or to any interest in this Contract.
10. The aforesaid Security Deposit of Rupees 5% of Contract Valve furnished by the CONTRACTOR shall be retained by the MTNL as security for the faithful performance by the CONTRACTOR of all the convenience herein contained and on his part to be observed or performed. However, if the CONTRACTOR fails to perform, satisfactorily fulfill, keep and observe all or any of the covenants, conditions or agreements on his part continued herein, then unless the same is already forfeited, the Executive Director, MTNL Delhi Unit will have the power to retain the whole or any part of the same and to appropriate the same or any part thereof to the use of MTNL absolutely as and when by way of liquidated damages and / or other dues and that without reference to the relative importance of the particular breach or breaches of Contract which might have given occasion for such appropriation and whether the MTNL may have sustained as containable pecuniary damages by such breach or breaches as aforesaid or not. In the case of such appropriation or retention of whole or part of the said security the CONTRACTOR shall forthwith deposit further security for the full amount or an amount sufficient to make up the deficit as the case may be.

In addition to the aforesaid security deposit, the CONTRACTOR shall also furnish an irrevocable and unconditional bank guarantee (BG) **of Rs. 50,000/-for each GM(unit)** to cover up the assets / stores of MTNL which contractor received during project. This bank guarantee shall be a standalone document and shall be submitted by the Contractors within 21 (twenty one) days of signing of this Agreement. This bank guarantee shall be valid for **18 months** and shall be returned/ revoked only after clearance is given by unit officer of the area in which CONTRACTOR has performed the job. This bank guarantee will be submitted in the office of DGM (area)nominated by O/o GM(unit) bids applied for, and this bank guarantee will be kept valid for the period of contract (including Extension Period if any).

1. The said security or so much thereof as may not have been appropriated to the use of the MTNL under clause - 12 above will be returned to the CONTRACTOR after the termination of the Contract on submission of ‘NO DEMAND’ Certificate by the CONTRACTOR thereafter. The MTNL may withhold such payment up to two (2) months from the date of receipt of ‘NO DEMAND’ Certificate from the CONTRACTOR for the purpose of verifying records as to ensure that there is no recovery pending for any damages.
2. That the MTNL will pay to the CONTRACTOR for the work which the CONTRACTOR was called upon by the MTNL or any of the officers mentioned in Clause - 2 above and which was satisfactorily done by the CONTRACTOR at the rates approved by MTNL as per Section-X..For this purpose the CONTRACTOR must submit his / their bills to the SDE/DE of MTNL Delhi unit for the items of work done by him / them against a particular work order at the rates approved by MTNL as per Section-X hereto, within 15(Fifteen) days of the items of work covered by that work order having been satisfactorily completed by him / them.

15. The CONTRACTOR hereby declares that the contracted rates are inclusive of all levies and taxes, packing, forwarding, freight and insurance in case of materials to be supplied **and** inclusive of all taxes & duties **except GST** in case of works to be executed for performance of contract. GST will be charged extra on work amount at applicable rates.

16. The bill will ordinarily be payable within two (2) months of the date of such submission.

17. In case the bill is not submitted within thirty (30) days, the claim for settlement of bill within stipulated time and damages etc. caused on account of any late settlement will not be entertained by the MTNL.

18(a). The payment to Contractor’s will be subject to deduction of tax deducted at source of bill (s), the purchaser will deduct Income Tax (TDS) as applicable or as may be fixed by the Government of India from time to time on the gross amount of each bill passed for payment in accordance with the provision of Clause 194-C of Income Tax Act, 1973 as amended from time to time. In addition to this purchaser will also deduct all other applicable Taxes implemented by Govt. of India/ Delhi Govt., at the **applicable rate** from the amount of each bill passed for payment.

(b) Payment of GST shall be released on production of necessary supporting documents i.e. GST invoice. If the supplier fails to furnish necessary supporting documents i.e. GST invoice, the amount pertaining to such Duties/Taxes will not be paid. Tax amount will be payable to the supplier only after supplier declares the details of the invoices in its GSTR-1 and GSTR-3 and the same is reflected in GSTR-2A of MTNL on GSTN portal.

(c ) Wherever domestic reverse charge is applicable on MTNL or in case vendor is un-registered under GST Act, vendor shall not charge tax on invoice. It shall be the liability of MTNL to pay tax under reverse charge mechanism.

(d) No payment of GST shall be made to those bidders, who are either not registered for GST or who are registered under Composition Scheme of GST.

(e) If status of a bidder who was initially registered on GST under Composition Scheme at the time of submission of financial bid, subsequently his status changes to normal GST registered vendor any time during the period of contract, under such circumstance, his unit price will be discounted by the applicable Tax rate as applicable under the composition scheme. In such cases if the vendor furnishes necessary supporting documents regarding GST payment and which is also GST credit eligible amount to MTNL in such cases the GST payment will be reimbursed.

(f) Entire payment of invoice shall be paid by MTNL only after the credit of the GST portion in the invoice is selected in the GSTN portal i.e. the outward return in GSTR 1 is uploaded by the supplier by 10th of the subsequent month and duly reflected in MTNL account on GSTN portal.

19. The CONTRACTOR may use form ACE-10, to prepare his bills but bills prepared by him on his own form etc. may be accepted provided they comply with the following conditions.

a) The bills be submitted in triplicate clearly indicating break up Price and GST, all copies being signed by the CONTRACTOR, the three copies may be marked “Original”, “Duplicate” and “Triplicate” respectively.

b) Details of the Quantity and nature of each item of work done or material supplied as well as the stipulated rates be given.

c) The dates of commencement and completion of the work or supply of materials be mentioned. Measurement Book should be duly signed by the CONTRACTOR at the time of measurement and he will attach completion report duly signed by the Divisional Engineer( Phones) based on the measurement book.

d)The number and date of the Work Order be mentioned.

20 .In the event of any penal action as mentioned in clause- 14 of Section-III being adopted, the CONTRACTOR shall have no claim for compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into arrangement or made any advance on account of or with the view of the execution of the work or the performance thereof.

21.In the event of MTNL exercising the powers mentioned in the clause – 14 of Section-III thereof SDE/ DE in charge may, if he so desires, take possession of all or any of the tools, plants materials and stores in or upon the works on the site thereof or belonging to the CONTRACTOR, or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same any amount at Contract rates or in case of this not being applicable at current market rate to be certified by any of the said officers in the alternative request the CONTRACTOR or his agents and servants to remove such tools, plants materials or stores within a time specified and in the event of the CONTRACTOR failing to comply with this requisition, any of the said officers may remove them at the CONTRACTOR’S expenses and sell them by public auction or private sale on account of the CONTRACTOR and on his risk and responsibility and certificate of any of the said officers as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the CONTRACTOR.

22. The ED, MTNL Delhi Unit, reserves the right to carry out any Cable Laying by Trenching and Trenchless Technology work and installation, commissioning of OF network and provisioning of FTTH work, in part or whole, without entrusting the same to the CONTRACTOR. However, in that event the CONTRACTOR will not be held liable to pay the difference of cost to the MTNL in case it exceeds the cost of the work executed by the CONTRACTOR, or any difference if the cost in the event becomes less than the cost that would have been incurred as per Contract rates be claimed by the CONTRACTOR.

1. The CONTRACTOR hereby agrees to fulfill all the commitments made in its response to the Tender with regards the suitability, performance, technical capacity and other specifications mentioned therein. Without prejudice to the aforesaid, it is represented by the CONTRACTOR that all works / services will be performed in a professional manner by its personnel.
2. The CONTRACTOR hereby agrees to execute and to provide MTNL with all such documents that may be required by MTNL from time to time including the provision of the security deposit, the Integrity Pact, etc.
3. The CONTRACTOR also hereby assures MTNL of the quality, suitability and the warranties of all the works / services provided / supplied under or pursuant to the Agreement.
4. It is accepted by MTNL that the CONTRACTOR may appoint certain third parties as sub-contractors to perform some works/services under this Agreement. It is agreed by the parties that any appointment of third parties by the CONTRACTOR shall only be confirmed with prior written approval of the Executive Director of the MTNL Delhi Unit which must be requested by the CONTRACTOR at least 15 (fifteen) days in advance of such a need and which approval shall not be unreasonably withheld.
5. If third parties are appointed as sub-contractors to perform some works / services under this Agreement, then the CONTRACTOR shall at all times remain principally liable towards MTNL and that there shall be no exception to their liability under this Agreement. The CONTRACTOR will also remain at the sole point of contact regarding all the works / services during the term of this Agreement.
6. If MTNL at any point of time expresses any concerns to the CONTRACTOR regarding any third party sub-contractor, then the CONTRACTOR will comply with the requirements of MTNL forthwith; which may include the direction by MTNL to remove the said sub-contractor, etc.
7. If any property of either party is to be used by the other party for purposes of provision of works / services under this Agreement, then the said party (owning the property) will grant a limited right to use to the other party for the specific purpose and term of this Agreement only. The aforesaid license to use shall be restricted for the specific purpose and term of this Agreement and shall not involve any need for the payment of consideration as this Agreement shall form part and basis of valid consideration for such purposes. Further, if any property is created during the course of this Agreement (wherein proprietary rights accrue in the said property to MTNL), then all such property shall be owned exclusively by MTNL and the CONTRACTOR shall only have the limited right of use of the same only under this Agreement and not otherwise. Notwithstanding the aforesaid, the CONTRACTOR agrees not to use any trademark or service mark of MTNL unless the same is under written consent of MTNL.
8. If the CONTRACTOR shall die or suffer from physical or any other incapacity before the expiry of this Contract the MTNL or any of the officers mentioned in clause -2 thereof may at his sole discretion, either immediately terminate this Contract or require the successors / heirs or assignees or the legal representatives of the CONTRACTOR to carry out the same for such period not exceeding three Calendar months or as the MTNL and the said offices may require.
9. Any notice required to be given under these presents may be given by delivering to or leaving the same with the CONTRACTOR at the address given above or by posting letter addressed to the CONTRACTOR at the said address and shall be deemed to be served at the time of such delivery or at the time of leaving the same with the CONTRACTOR or in cases of posting at the time when the letter would have reached the CONTRACTOR in the ordinary course by post.
10. **The Contractor shall abide by the following provisions of extension of rate contract:**

(I) The contract can be extended up to 1 year at the discretion of MTNL at the existing terms & conditions. However, the existing rates will be applicable for all the Work Orders issued prior to the date of opening of financial bid of new tender, and this will be binding on the part of the contractor Period of PBG will have to be extended during the extension period.

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(II) For all Work Orders issued on or after the opening of financial bids of the new tender, lower of the two rates, i.e. existing rate and rates finalized in the new tender, will be applicable and this will be on the basis of mutual consent. However, L-1 bidder of new tender who,, if already an existing contractor shall be bound to execute all the work orders issued after opening of financial bids without demur at lower of the two rates i.e. existing rates and rates finalised in the new tender.

33 **CONFIDENTIALITY:**

Vendor and the MTNL shall treat all documents/data/software or part of them, which one may provide party to the other, as strictly confidential and maintain secrecy for the same.

Vendor and MTNL shall not publish, disclose any information about, make available or otherwise dispose of the document/ data/ software or any part or parts thereof to any third party, directly or indirectly without prior written consent of the other party to this agreement.

Vendor and the MTNL shall restrict access to the documents/ data/ software only to those of their employees to whom it will be felt necessary and relevant for this service and shall draw the provision of this undertaking to the personal attention of those of its employees to whom access to the document/data/software will be granted

34 **INDEMNITY**

The contractor shall except if and so far as the Contract provides otherwise, indemnify the MTNL against all losses and claims in respect of injuries or damage to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution of the works and against all claims, proceedings, damages, costs charges and expenses whatsoever in respect of or in relation thereto except any compensation or damages for or with respect to: -

(a) The permanent use or occupation of land by the Works or any part thereof.

(b) The right of the MTNL to execute the Works or any part thereof on, over, under in or through any land.

(c) Injuries or damage to persons or property which are the unavoidable result of the execution of the works in accordance with the Contract.

(d) Injuries or damage to persons or property resulting from any act or neglect of the MTNL, his agents, servants or other contractors, not being employed by the Contractor, or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the Contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the MTNL, his servants or agents or other contractors for the damage or injury.

**35. PAYMENT OF TAXES**

The CONTRACTOR shall be responsible for and pay all taxes, levies, duties, assessments and deductions of every nature required by law in connection with the provision of works / services under this Agreement, and hereby indemnifies, defends and holds harmless MTNL and their respective shareholders, directors, officers, employees and agents, from any and all liability that may become due on account of any alleged non-payment of any or all of such taxes, levies, duties, assessments, or deductions, including, among other things, any penalties and interest thereon assessed by any federal, state or local government authority against MTNL and all costs and expenses including attorney's fees incurred in defense of any such assessment. Notwithstanding anything in the foregoing to the contrary, in no event will MTNL be responsible for any taxes based on the CONTRACTOR’S net income or gross receipts, or other such taxes based on the CONTRACTOR doing business in any particular jurisdiction.

**36. LIMITATION OF LIABILITY**

36.1 Neither MTNL nor any of its respective officers, directors, shareholders, employees, consultants or agents shall have any liability whatsoever for any losses or expenses of any nature suffered by the CONTRACTOR, its employees, workmen/allocated personnel’s, agents or representatives arising directly or indirectly from any act or omission of the CONTRACTOR or its employees, workmen/allocated personnel’s, agents or representatives hereunder.

* 1. Neither MTNL nor any of its respective officers, directors, shareholders, employees, consultants, subcontractors or agents shall have any liability whatsoever for any injury to the CONTRACTOR, its employees, workmen/allocated personnel’s, agents or representatives suffered while providing works/services under this agreement.

1. **LIQUIDATED DAMAGES/ Penalties :**

37.1 The date of Installation & Commissioning stipulated in the work order should be deemed to be the essence of the contract and Installation & Commissioning must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, installation & commissioning is delayed after expiry of the period mentioned in the work order, without prior concurrence of the purchaser, such installation & commissioning will not deprive the contractor of his right to recover liquidated damage under clause 37.3 mentioned below .

* 1. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.
  2. **For works/Services**

(I) If the contractor desires an extension of time (without LD) for completion of the work due to reasons beyond its control, it shall apply in writing to the concerned DE within 3 days from the date of occurrence of such hindrance/reason for a particular Work Order.

(a).The DE can waive off the LD up to a maximum period of **10** days in case he is fully satisfied with the reasons for delay.

(b). In case DE is of the opinion that waiver of LD is justified for more than 10 days, approval of concerned DGM shall have to be taken.

The decision of DE/DGM/GM will be final and binding in this regard.

(II) **Delay in Start:** If the contractor fails to start the work within the specified period as per W.O., without any valid reason, LD shall be levied @ Rs.500/- for each day of delay.

(III) **Delay in Execution/Completion:** If the contractor fails to execute the work within the specified time schedule as per W.O. or during the extended period LD shall be levied @ Rs 1000/- for each day of delay.

* + 1. LD shall be levied by DE to a maximum of 12% of respective W.O. (amount payable to contractor ) **excluding GST** and will be recorded on the bill.
    2. If the contractor fails to redress the trench properly i.e. ramming and consolidation of the trench and removing of surplus earth, road spoils within 48 hours of the completion of the work, then a penalty at the rate of 20% of the excavation of trenching charge on pro-rata basis shall be recovered straightway from the bill.
    3. The cable laying/pulling has to be done by using jack, failing which a penalty of Rs.500/- will be imposed on each such occasion.
    4. Test pits/trench should be restored immediately after completion of work. The contractor will be wholly responsible for any damage to life & property of any person due to delay in restoration work. If the pits are not restored as per specifications of local bodies in time, penalty of Rs. 1000/- per day for first day and Rs. 500/- per day for each subsequent day shall be imposed.
    5. In cases of damage to the existing cable (PIJF/OF) penalty (recovery) of Rs 2000/- shall be imposed per case.
    6. **In case of damage to the OF cable/any passive equipment/component, the cost of the cable/ passive equipment/component damaged plus 20% overhead charges shall be recovered as penalty from the contractor. In this regard, decision of MTNL shall be final and binding on the contractor to pay.**
    7. In case of damage to ducted PIJF/OF cable, the cost of full cable length plus 20% overhead charges shall be recovered from the contractor.
    8. The LD charges/penalties shall be recovered from the amount due to the contractor in the same or other W.O. or from the Security Deposit or from any other amount payable to the contractor by MTNL.

The Purchaser reserves the right to recover the Liquidated Damages from the Invoices raised by the supplier. To facilitate recovery of Liquidated Damages, the Credit Note shall be issued by the supplier, failing which the purchaser shall adjust the amount to be recovered from the pending payments by issuing an invoice/debit note for the corresponding amount, at the risk and cost to the supplier including applicable GST, if any.

**Delay Register:**

For the purpose of imposing LD/penalty, record of delays/ penalty details shall be maintained in a register called “Delay Register”. All the entries should be signed by SDE/DE and the Contractor. In case the contractor does not sign, a registered notice is to be sent to him in this regard and it will be treated as deemed to be signed by the contractor in the Delay Register.

1. **Blacklisting of Contractor:**

Blacklisting of contract shall be done in case of either and/or the following events:

(i) Any breach by the Contractor of any of the terms & conditions or refusal to carry out the work.

(ii) If any fraud or fraudulent motive is detected in the Contractor’s actions with the MTNL and / or;

(iii) If the Contractor demands undue changes not stipulated in the Contract and/or;

(iv) If any person connected with the MTNL or any official drawing salary from the MTNL becomes in any way interested in the Contract and/or;

(v) If the Contractor himself or any of his servants be guilty of fraud or attempt fraud in connection with the Contract or offer any bribe or gratuity to any person connected with the MTNL or to any official drawing salary from the MTNL and / or;

(vi) If the Contractor employs any outside agent or sublets the Contract or any right to payment there under without the written consent of the concerned DGM of MTNL.

In case the contractor is blacklisted, its PBG & Security Deposit will get forfeited and the contractor shall not be eligible to participate in any of the Tender in MTNL Delhi unit for a period as decided by the Competent Authority

39. **ARBITRATION & CONCILIATION CLAUSE :**

Except where otherwise provided in the contract all question and dispute relating to the meaning of the specification, design, drawing and instructions hereinbefore mention and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to contract, design, drawings, specifications, estimates, instructions orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation , termination ,completion or abandonment thereof shall be dealt with as mentioned hereinafter:-

39.1 If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above amounts admitted as payable by the MTNL or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract, the contractor shall forthwith give notice in writing of his claim, in this behalf to the S.D.E/ DE in charge with in 30 days from the date of disallowance thereof for which the contractor claims such additional payment or compensation or dispute the validity of any deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the department be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the S.D.E/ DE in charge in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claims not notified to the S.D.E / DE incharge in writing in the manner and within the time aforesaid.

39.2 The Construction Officer/S.D.E shall give the decision in writing on the claims notified by the contractor with in 30 days of the receipt of the notice thereof. If the contractor is not satisfied with the decision of the Construction Officer/S.D.E, the contractor may within 15 days of the receipt of the decision of Engineer-in-Charge submit his claims to conciliation authority DGM (Concerned) for conciliation along with all details and copies of correspondence exchanged between him and the Construction Officer/S.D.E.

* 1. If the conciliation proceeding are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice in the form prescribed by the MTNL to the Chief General Manager as in-Charge of the work or if there be no Chief General Manager, to the Executive Director of MTNL, Delhi for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall deemed to have been considered absolutely barred and waived.
  2. Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or difference arising out of the notified claims of the contractor as aforesaid and all claims of the MTNL shall be referred for adjudication through the arbitration by the Sole Arbitrator appointed by the Chief General Manager of MTNL in-charge of the work or if there be no Chief General Manager, the Executive Director of MTNL, Delhi. It will also be no objection to any such appointment that the Arbitrator so appointed is a Government Servant and that he had to deal with the matters to which the contract relates in the course of his duties as Government Servant. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager/Executive Director, MTNL, Delhi. Such person shall be entitled to proceed with the reference from the stage at which his predecessor left it.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.

It is also a term of this contract that no person other than person appointed by such Chief General Manager, MTNL or the Executive Director, MTNL, Delhi as aforesaid should act as arbitrator and if for any reasons that is not possible, the matter shall not be referred to arbitration at all.

The conciliation clause and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1986 or any statuary modification or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each disputes and claim referred to him. The arbitrator shall give reasons for award.

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

It is also a term of the contact that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each parties. The cost or the reference and of the award (including the fees, if any, of the arbitrator) shall be the discretion of the arbitrator who may direct to any, by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of cost to be paid.

1. MTNL or any Officer authorized by it may, at its option, terminate the Agreement forthwith upon the occurrence of any of the following termination events (each a “**Termination Event**”):
2. if the CONTRACTOR convenes a meeting of its creditors, takes any action to authorize, proposes or makes any scheme or arrangement or composition with, or any assignment for the benefit of, its creditors, or convenes a meeting for the purpose of considering a resolution for the liquidation or winding up of its business or a resolution for the making of a petition for liquidation, reorganization or other relief under any bankruptcy, reorganization, compromise, arrangement, insolvency, readjustment of debt, suspension of payments, dissolution, liquidation or similar law, whether now or hereafter in effect; and/or
3. if the CONTRACTOR suspends or ceases or threatens to suspend or cease to carry on its business; and/or
4. if the CONTRACTOR threatens to dispose or takes any action to dispose of all or a substantial part of its assets, whether by one or a series of transactions, related or not;
5. if the security deposit / bank guarantee furnished by the CONTRACTOR ceases to be in full force and effect; and/or
6. if the CONTRACTOR is or becomes insolvent or is unable to pay its debts as they fall due, shall admit its inability to pay its debts as they fall due or shall be deemed for the purpose of any law to be insolvent or unable to pay its debts; and/or
7. if there is a direct or indirect change in the control & management of the CONTRACTOR for whatever reason without the prior written consent of MTNL; and/or
8. if any of the information, representations or warranties made by the CONTRACTOR under this Agreement and/or its bid is found to be false or incorrect, either fully or partially; and/or
9. if the CONTRACTOR fails to furnish/ restore the security deposit/ bank guarantee in accordance with the terms of this Agreement/ Tender; and/or
10. if any fraud or fraudulent motive is detected in the CONTRACTOR’s action with the MTNL and/ or
11. if the CONTRACTOR demands undue charges not stipulated in the Contract; and/ or
12. if any person connected with the DEPARTMENT of Telecom / MTNL or any official drawing salary form the MTNL becomes in any way interested in the contract, and/or.
13. if the CONTRACTOR himself or any of his servants be guilty of fraud or attempt fraud in connection with the contract or offer any bribe or gratuity to any person connected with the Department of Telecommunication/ MTNL or to any official drawing salary from the MTNL, and/ or
14. if the CONTRACTOR employs any outside agent or sub-lets the contract or any right to payment there under without the prior consent in writing of the Executive Director, MTNL, Delhi Unit and / or
15. if in the event of any deduction of being made from the CONTRACTOR’s security deposit the CONTRACTOR fails to make good the payment of such deduction within the time therein before specified; and / or.
16. if the CONTRACTOR becomes insolvent or applies for relief as insolvent debtor and / or in case the CONTRACTOR is a company and it is wound up or in case the CONTRACTOR is a partnership firm when it is dissolved or reconstituted; and / or.
17. if the CONTRACTOR makes default in or fails to comply with any of the terms and conditions set forth in this Contract; and / or
18. if the CONTRACTOR’s work is found unsatisfactory in the opinion of the Executive Director, MTNL Delhi Unit.
    1. The termination of this Agreement by MTNL shall be without prejudice to the accrued rights of MTNL.
    2. Upon termination, the CONTRACTOR shall forthwith (a) pay all monies accrued to MTNL pursuant to this Agreement; and (b) stop providing the work / services. The CONTRACTOR further agrees that it shall not make any claims nor demand the payment of any dues, costs, damages or other moneys unless it is expressly provided for in this Agreement.

40.3 In the event the Agreement is terminated for whatever reason and MTNL requires the continued provision of works / services from the CONTRACTOR until alternative arrangements are made by MTNL, then the CONTRACTOR acknowledges and undertakes that there shall be complete and continued performance of the works / services under the Agreement until such date that MTNL may stipulate; without any dispute or denial whatsoever by the CONTRACTOR. The CONTRACTOR further agrees that it shall provide such works/ services on the same terms as were being provided during the term of the Agreement. Additionally, the CONTRACTOR shall also assist MTNL with the eventual transition of the works / services onto whichever alternative mechanism to be adopted by MTNL thereupon, without any delay, protest or demur.

Signature of Contractor

With Seal

Witnesses:

1.

2.

.

**ANNEXURE-E**

**MAHANAGAR TELEPHONE NIGAM LIMITED**

**DELHI TELEPHONES, NEW DELHI**

**ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)**

(MODEL MANDATE FORM)

(To receive payment through Credit Clearing Mechanism)

* + - 1. Contractor’s Name-

2. PAN No.

3. Particulars of Bank Account-

1. Bank Name-
2. Branch Name-

(c) Address-

(d) Telephone-

(e) 9 digit code Number of the Bank & Branch

(Appearing on the MICR cheque

issued by the Bank)

(f) Account No. -

(g) Account Type-

(S.B.Account/Current Account or

Cash credit with code 10/11/19)

(h) Ledger No/Ledger Folio No.

(As appearing on the cheque Book)

(i) RTGS/ NEFT/ IFSC Code.

Please attach a Bank cancelled Cheque or photocopy of a cheque or front page of your Savings Bank passbook issued by your Bank for varification of the above particulars.

1. **Date of Effect**-

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete information or incorrect information. I wouldn’t hold user in question responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme.

Date-

Signature of Contractor

Certified that the particulars furnished above are correct as per our records.

Signature of the Authorized Official of the Bank

With Bank Seal

**Section- XIII**

**Special instructions to Bidders for e-Tendering**

**General**

The Special Instructions (for e-Tendering) supplement ‘Instruction to Bidders’, as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, **. MTNL** has decided to use the portal **https://www.tcil-india-electronictender.com** through TCIL, a Government of India Undertaking. This portal is based on the world’s most ‘secure’ and ‘user friendly’ software from ElectronicTender®. A portal built using ElectronicTender’s software is also referred to as ElectronicTender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

**Instructions**

**Tender Bidding Methodology**:

* *Single Stage Two Envelope*

**Broad Outline of Activities from Bidder’s Perspective:**

1. Procure a Digital Signing Certificate (DSC)
2. Register on ElectronicTendering System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to an MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading ‘Free Copy of Tender Documents’. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
   * Query to *MTNL* (Optional)
8. View response to queries posted by *MTNL*
9. Bid-Submission on ETS
10. Attend Public Online Tender Opening Event (TOE) on ETS

– Opening of relevant Bid-Part

1. Post-TOE Clarification on ETS (Optional)

– Respond to *MTNL*

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

**Digital Certificates**

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

**Registration**

To use the ElectronicTender® portal **https://www.tcil-india-electronictender.com**, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the ‘Supplier Organization’ link under ‘Registration’ (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated

Important Note: To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under ‘ETS User-Guidance Center’ located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to ‘Essential Computer Security Settings for Use of ETS’ and ‘Important Functionality Checks’ should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

|  |
| --- |
| TCIL/ ETS Helpdesk |
| Telephone/ Mobile | *Customer Support: +91-11-26241790 (Multiple Lines)*  *Emergency Mobile Numbers: +91-986839377, 9868393717, 9868393792* |
| E-mail ID | *ets\_support@tcil-india.com*  *[Please mark CC:* [*support@electronictender.com*](mailto:support@electronictender.com)*]* |

|  |
| --- |
| *MTNL* Contact |
| *MTNL* Contact Person | *AGM (MPL) , MTNL,CSD Compound Netaji Nagar New Delhi -23* |
| Telephone/ Mobile | *011-26881552* |
| E- mail ID | agmmplnws@bol.net.in |

**Some Bidding related Information for this Tender (Sealed Bid)**

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

* Submission of Bid-Parts/ Envelopes
* Technical-Part
* Financial-Part

**Offline Submissions**:

*The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope.*

*Contact Persons Name: AGM (MPL) MTNL, CSD Compound Netaji Nagar New Delhi -11OO23*

*The envelope shall bear (the project name), the tender number and the words ‘DO NOT OPEN BEFORE’ (due date & time).*

1. *Original copy of the Bid Security in the form of a Bank Guarantee or DD*
2. *DD/ Bankers cheque of Rs.2360/- (inclusive GST @18%) drawn in favour of Account Officer (Cash) MTNL CSD Compound ,Netaqji Nagar New Delhi 110023, payable at New Delhi against payment of tender fee/ Copy of valid NSIC Certificate ( If applicable).*
3. *General Power of Attorney in favour of Authorized Signatory.*
4. *Indemnity Bond on Rs.100/- stamp paper as per Section –X (Duly Notarised)*
5. *Signed copy of “****Integrity Pact****” as per format given in Section-XV of tender document.*
6. *Hard copy of Techno commercial bid and Financial Bid sealed in separate Envelopes.*
7. *‘ETS Bidding Fee’ for use of ETS is required to be paid online.*
8. ***Pass-Phrase*** *created by the Bidder himself for both Technical & Financial Bids in Separate Sealed Envelopes*.

***Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexure during Online Bid-Submission****.* ***Pass phrases mentioned at sl no.8 should be submitted in off line mode only.***

**Special Note on Security and Transparency of Bids**

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in ElectronicTender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the ElectronicEncrypter® functionality, the contents of both the ‘ElectronicForms®’ and the ‘Main-Bid’ are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a ‘password’, a Pass-Phrase can be a multi-word sentence with spaces between words (eg I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill ElectronicForms® for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms® and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms® is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the ElectronicForms®, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the ElectronicForms® and the ‘Main-Bid’, the contents of the ElectronicForms® shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (eg the higher price) for the purpose of short-listing, and the lower of the two pieces of information (eg the lower price) for the purpose of payment in case that bidder is an awardee in that tender.

Typically, ‘Pass-Phrase’ of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

*(Optional Text depending upon the decision of the MTNL*

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to MTNL Name in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

OR

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the ‘Time Locked Electronic Key Box (EKB)’ after the corresponding deadline of Bid Submission, and before the commencement of the Online TOE. The process of submission of this Pass-Phrase in the ‘Time Locked Electronic Key Box’ is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the MTNL

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

**Public Online Tender Opening Event (TOE)**

ETS offers a unique facility for ‘Public Online Tender Opening Event (TOE)’. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to MTNL office for the Public Online TOE.

Every legal requirement for a transparent and secure ‘Public Online Tender Opening Event (TOE)’, including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders’ representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding ‘Pass-Phrase’ as submitted by the bidder himself during the TOE itself or as per alternative methods prescribed in the Tender Documents, salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual ‘Tender Opening Event’ is therefore replaced with this superior and convenient form of ‘Public Online Tender Opening Event (TOE)’.

ETS has a unique facility of ‘Online Comparison Chart’ which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled ‘Minutes of Online Tender Opening Event (TOE)’ covering all important activities of ‘Online Tender Opening Event (TOE)’. This is available to all participating bidders for ‘Viewing/ Downloading’.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

**SEVEN CRITICAL DO’S AND DON’TS FOR BIDDERS**

Specifically for Supplier organizations, the following **'SEVEN KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS

2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz ‘Date and Time of Closure of Procurement of Tender Documents’ and ‘Last Date and Time of Receipt of Bids’. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.

3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS

4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an ‘Official Copy of Tender Documents’ should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading ‘Free Copy of Tender Documents’. Official copy of Tender Documents is the equivalent of

procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.

5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)

6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to ‘Annul Previous Submission’ from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)

7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) ‘ONLY IF’ your ‘Status pertaining Overall Bid-Submission’ is ‘Complete’. For your record, you can generate and save a copy of ‘Final Submission Receipt’. This receipt can be generated from 'Bid-Submission Overview Page' only if the ‘Status pertaining overall Bid-Submission’ is ‘Complete’.

NOTE:

*While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.*

**Minimum Requirements at Bidder’s End**

Computer System having configuration with minimum Windows 7 or above, and Broadband connectivity

Microsoft Internet Explorer 7.0 or above

Digital Certificate(s)

Vendors Training Program

One day training (10:00 to 17:00) would be provided by TCIL. Training is optional.

**Section -XIV**

**Guidelines of MTNL on Banning of Business Dealings**

**1. Introduction**

1.1 Mahanagar Telephone Nigam Limited (MTNL), being a Public Sector Enterprise and ‘State’, within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. MTNL has also to safeguard its commercial interests. MTNL deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of MTNL to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on MTNL to observe principles of natural justice before banning the business dealings with any Agency.

1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

**2. Scope**

2.1 The General Conditions of Contract (GCC) of MTNL generally provide that MTNL reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any bidder/contractor who has been found to have committed misconduct and also to suspend business dealings pending investigation.

2.2 However, absence of such a clause does not in any way restrict the right of Company (MTNL) to take action / decision under these guidelines in appropriate cases.

2.4 The procedure of (i) Suspension and (ii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

2.5 These guidelines apply to all the Units and subsidiaries of MTNL.

2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.

2.7 The banning shall be with prospective effect, i.e., future business dealings.

**3. Definitions**

In these Guidelines, unless the context otherwise requires:

i) ‘Party / Contractor / Supplier / Purchaser / Customer’ shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. ‘Party / Contractor / Supplier /Purchaser / Customer’ in the context of these guidelines is indicated as ‘Agency’.

ii) ‘Inter-connected Agency’ shall mean two or more companies having any of the following features:

a) If one is a subsidiary of the other.

b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;

c) If management is common;

d) If one owns or controls the other in any manner;

iii) ‘Competent Authority’ and ‘Appellate Authority’ shall mean the following:

a) For Company Wide Banning (entire MTNL) the Director (Technical) shall be the ‘Competent Authority’ for the purpose of these guidelines. CMD, MTNL shall be the ‘Appellate Authority’ in respect of such cases except banning of business dealings with Suppliers of Imported Equipment.

b) For Units level banning: Any officer not below the rank of ED shall be the ‘Competent Authority’ for the purpose of these guidelines. The Director (Technical) shall be the ‘Appellate Authority’ in all such cases.

c) For banning of business dealings with Suppliers of Imported Equipment, MTNL Directors’ Committee (MDC), consisting of Director (Technical), Director (Finance), Director (HR) of MTNL, shall be the ‘Competent Authority’. The Appeal against the Order passed by MDC shall lie with CMD, as First Appellate Authority.

d) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach MTNL Board as Second Appellate Authority.

e) CMD, MTNL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.

iv) ‘Investigating Department’ shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

**4. Initiation of Banning / Suspension**:

Action for banning / suspension business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part.

**5. Suspension of Business Dealings**

5.1 If the conduct of any Agency dealing with MTNL is under investigation by any department (except Suppliers of Imported Equipment), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of such suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department.

The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

5.2 The order of suspension shall be communicated to all Departmental Heads within the Units. During the period of suspension, no business dealing may be held with the Agency.

5.3 As far as possible, the existing contract(s) with the Agency may be continued unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of MTNL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to Corporate Office along with the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the Units and Subsidiaries of MTNL to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Units by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.

5.5 For suspension of business dealings with Suppliers of Imported Equipment following shall be the procedure: -

i) Suspension of the foreign suppliers shall apply through out the Company including Subsidiaries.

ii) If gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of MTNL to continue to deal with such agency, pending investigation, Unit dealing with agency may send such recommendation on the matter to a Committee consisting of the following:

1. ED (Operations), C.O.MTNL

2. ED (Delhi), MTNL

3. ED (Mumbai), MTNL

4. Legal Advisor (Corporate Office)

The committee shall expeditiously examine the report; give its comments/recommendations within twenty one days.

iii) The comments / recommendations of the Committee shall then be placed before MTNL Directors’ Committee (MDC). If MDC opines that it is a fit case for suspension, MDC may pass necessary orders which shall be communicated to the supplier of Imported Equipment.

5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

**6. Ground on which Banning of Business Dealings can be initiated**

6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or MTNL, during the last five years;

6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;

6.4 If the Agency continuously refuses to return / refund the dues of MTNL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;

6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;

6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;

6.7 If the Agency has resorted to Corrupt, fraudulent practices including

misrepresentation of facts;

6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the Company (MTNL) or its official in acceptance / performances of the job under the contract;

6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;

6.10 Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Company (MTNL) or not;

6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the Company (MTNL) or even otherwise;

6.12 Established litigant nature of the Agency to derive undue benefit;

6.13 Continued poor performance of the Agency in several contracts;

6.14 If the Agency misuses the premises or facilities of the Company (MTNL), forcefully occupies, tampers or damages the Company’s properties including land, water resources, forests / trees, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

**7. Banning of Business Dealings**

7.1 Normally, a decision to ban business dealings with any Agency should apply throughout the Company including Subsidiaries. However, the Competent Authority of the Unit except Corporate Office can impose such ban unit-wise only if in the particular case banning of business dealings by respective Unit will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct /default to beyond the Unit. Any ban imposed by Corporate Office shall be applicable across all Units of the Company including Subsidiaries.

7.2 For Company-wide banning, the proposal should be sent through the ED of the Unit setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents except for banning of business dealings with Foreign Suppliers.

The Corporate Office shall process the proposal of the Unit for a prima- facie view in the matter by the Competent Authority nominated for Company-wide banning.

If the prima-facie decision for Company-wide banning has been taken, the Corporate Office shall issue a show-cause notice to the agency conveying why it should not be banned throughout MTNL.

After considering the reply of the Agency and other circumstances and facts of the case, a final decision for Company-wide banning shall be taken by the Competent Authority.

7.3 There will be a Standing Committee in Corporate Office and each Unit to be appointed by Director (Technical) & ED respectively for processing the cases of “Banning of Business Dealings” except for banning of business dealings with suppliers of Imported Equipment. The functions of the committee shall, inter-alia include:

i) To study the report of the Investigating Agency and decide if a prima-facie case for Company-wide / Local unit wise banning exists, if not, send back the case to the Competent Authority.

ii) To recommend for issue of show-cause notice to the Agency by the concerned department.

iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.

iv) To submit final recommendation to the Competent Authority for banning or otherwise.

7.4 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 8.1 and an enquiry held accordingly.

7.5 Procedure for Banning of Business Dealings with Suppliers of Imported Equipment.

i) Banning of the agencies shall apply through out the Company including Subsidiaries.

ii) Depending upon the gravity of the alleged misconduct the investigation report with all relevant details shall be placed before a Committee consisting of the following :-

1. ED (Operations), C.O.MTNL

2. ED (Delhi), MTNL

3. ED (Mumbai), MTNL

4. Legal Advisor (Corporate Office

The Committee shall examine the proposal and give its comments / recommendations within 21 days.

iii) The comments / recommendations of the Committee shall be placed before MTNL Directors’ Committee (MDC). If MDC opines that it is a fit case for initiating banning action, it will direct to issue show-cause notice to the agency for replying within a reasonable period.

iv) On receipt of the reply or on expiry of the stipulated period, MDC will consider & award decision on case.

v) The decision of the MDC shall be communicated to the agency.

**8. Show-cause Notice**

8.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.

8.2 If the Agency requests for inspection of any relevant document in possession of MTNL, necessary facility for inspection of documents may be provided.

8.3 The Competent Authority may consider and pass an appropriate speaking order:

a) For exonerating the Agency if the charges are not established;

b) For banning the business dealing with the Agency.

8.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

**9. Appeal against the Decision of the Competent Authority**

9.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

9.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

**10. Review of the Decision by the Competent Authority**

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts /circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee for examination and recommendation.

**11. Circulation of the names of Agencies with whom Business Dealings have been banned.**

11.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

11.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

11.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, MTNL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.

11.4 Based on the above, Units may formulate their own procedure for implementation of the Guidelines.

**\*\*\*\*\*\*\***

## 

**Section XV**

## 

## **INTEGRITY PACT**

**Between**

**Mahanagar Telephone Nigam Limited (MTNL) hereinafter referred to as “The Principal”**

**And**

**……………………………………………….hereinafter referred to as “The Bidder/Contractor”**

# Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for ………………….. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor (s).

In order to achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

* 1. PRINCIPAL is committed to have most ethical and corruption free business dealings with Bidder(s)/contractor(s).
  2. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  3. The Principal will, during the tender process treat all Bidder(s) with equity and reason and will deal with them in a fair and transparent manner. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  4. The Principal will exclude from the process all known prejudiced persons.
  5. PRINCIPAL will honor its commitments and make due payments to the Bidder(s)/Contractor(s) in a timely manner.
  6. PRINCIPAL will initiate action and pursue it vigorously whenever unethical behavior occurs or is suspected to have occurred.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Corporate Vigilance Office and in addition can initiate disciplinary actions.

**Section 2 - Commitments of the Bidder(s)/Contractor(s)**

(1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(C )The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use impropriety, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(e)The Bidder(s)/Contractor(s) will not make any false or misleading allegations against the principal or its associates.

(f)The Bidder/Contractor will not bring any Political, Governmental or Diplomatic influence to gain undue advantage in its dealing with PRINCIPAL.

(g)The Bidder(s)/Contractor(s) will promote and observe best ethical practices within its organization.

(h)The Bidder(s)/Contractor(s) will promptly inform the Independent Monitor (of PRINCIPAL) If he receives demand for a bribe or illegal payment/benefit and

(i)If comes to know of any unethical or illegal practice in PRINCIPAL.

(ii)If he makes any payment to any PRINCIPAL Associate.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

**Section 3 - Disqualification from tender process and exclusion from future contracts.**

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor (s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of Business Dealings” is annexed and marked as Part-H.

#### Section 4 - Compensation for Damages

#### If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

#### (ii) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor the amount equivalent to Security Deposit/Performance Bank Guarantee in addition to any other penalties/recoveries as per terms and conditions of the tender.

**Section 5 - Previous transgression**

(i) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(ii) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

**Section 6 – Equal treatment of all Bidders/ Contractors/ Subcontractors**

(i) The Principal will enter into agreements with identical conditions as this one with all Bidders/Contractors.

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact.
2. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractors, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Corporate Vigilance Office and may initiate criminal proceedings against the violating Bidder(s)/Contractor(s).

**Section 8 – Independent External Monitor/Monitors**

1. The Principal has appointed competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, MTNL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the CMD, MTNL within 8 to 10 weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the CMD, MTNL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MTNL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Corporate Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
8. The word **‘Monitor’** would include both singular and plural.

**Section 9 – Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD, MTNL.

**Section 10 – Other provisions**

1. This agreement is subject to Indian Law, place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notice need to be made in writing.
3. **If the Contractor is a partnership firm or a consortium, this agreement must be signed by all partners or consortium members.**
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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**(For & On behalf of the Principal) (For & On behalf of Bidder/Contractor)**

**(Office Seal) (Office Seal)**

**Place -------------------**

**Date -------------------**

Witness 1:

(Name & Address) \_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Witness 2:

(Name & Address) \_\_\_\_\_\_\_\_\_\_\_\_\_

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**Note: If the Contractor is a partnership firm or a consortium, this agreement must be signed by all partners or consortium members**