

MAHANAGAR TELEPHONE NIGAM LIMITED

(A Government of India Enterprise)



TENDER FOR

Appointment of 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 for approx. 750 Nos. of FTTH connections in the buildings/societies/complexes in GM(NP) area , MTNL Delhi.

T.E.No: AGM (TF) NP/FTTH/Services /2018-19/

Cost of Tender Document

Rs. 500/- + GST @ 18% = Rs.590/-each set

**A.G.M (T/F) NEHRU PLACE
O/o G.M. (NP), Nehru Place Telephone Exchange Building
NEHRU PLACE, NEW DELHI-110506**

INSTRUCTIONS TO BIDDERS

The Tender shall be submitted through Offline mode. Your offer complete in all respects as per enclosed documents must be submitted latest by 17:00 Hrs of 27-06-18 (extended up to 1600 hrs of 09-07-2018).

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 at 12:00 Hrs. on next day i.e. 28-06-18 (extended to 12:00 hrs on 10-07-2018). The representatives of the bidders may attend the bid opening at MTNL premises along with Letter of authorization for attending bid opening at following address:-.

Address:
O/O AGM (T/F)
O/o G.M. (NP), Nehru Place Telephone Exchange Building
NEHRU PLACE, NEW DELHI-110506
Phone No. 011-26460138
Email ID: agmop2np@bol.net.in

A.G.M (T/F) NEHRU PLACE
O/o G.M. (NP), Nehru Place Telephone Exchange Building
NEHRU PLACE, NEW DELHI-110506



T.E.No: AGM (T/F)/NP/Tender/FTTH/2018-19

TENDER FOR

Appointment of 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 for approx. 750 Nos. of FTTH connections in the buildings/societies/complexes in GM(NP) area ,MTNL, Delhi.

To,

Ref: **Tender Notice No. : AGM (T/F)/NP/Tender/FTTH/2018-19**

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 off line mode. Your offer complete in all respects as per enclosed documents must be submitted latest by **17:00 Hrs. of Scheduled date of submission of bid (extended up to 16:00 hrs of 09-07-18)**.

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 at **12:00 Hrs. on the Scheduled date of bid opening (now at 12:00 hrs on 10-07-2018)**.The representatives of the bidders may attend the bid opening at MTNL premises along with letter of authorization for attending bid opening at following address.

Encl: Bid Document

A.G.M (T/F) NEHRU PLACE
O/o G.M. (NP), Nehru Place Telephone Exchange Building
NEHRU PLACE, NEW DELHI-110506
Mobile No.9013135600, 011-26460138

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	
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 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.	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	
7.	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	
8.	Approval from Reserve Bank of India/SIA in case of foreign collaboration as per Clause 11.1(vii)	Yes/ No	
9.	Whether EMD is valid for 180 days from date of opening of tender.	Yes/ No	
10	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	
11.	A certificate of satisfactory completion of work as per clause 3.2 and 11.1(iii) of section –II	Yes/ No	
12.	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 of Rs.5.00 Lacs- during last three financial years i.e. 2014-15, 2015-16 & 2016-17 and more than Rs.5.00 Lakhs during last financial year i.e. 2016-17 as per clause-3 and 11.1(ii), Section-II has been submitted.	Yes/ No	
13.	Bid form is filled. See Section VII (Bid Form and Form-A) Part –I, II &III	Yes/ No	
14	Bid validity is 150 days	Yes/ No	
15.	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	
16.	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(xii), Section-II has been submitted.	Yes/ No	
17.	Documentary evidence regarding registration of the firm with EPF/RPF Commissioner along with an undertaking as per clause-11.1(xiii), Section-II has been submitted.	Yes/ No	
18.	Copy of valid Goods and Service Tax Registration No. (GSTIN) as per clause-11.1(xv)(a), Section-II, has been submitted Or mention as unregistered dealer.	Yes/ No	
19.	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(xv) (b), Section-II.	Yes/ No	

20.	A declaration regarding blacklisting / debarred (format given in Annexure-D) as per clause-11.1(xvi)(a) of Section-II has been submitted.	Yes/ No	
21.	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(xvii), Section-II.	Yes/ No	
22.	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	
23.	Relationship certificate (format given in Annexure-C) has been submitted as per clause 11.1(xxi) Section-II.	Yes/ No	
24.	Clause-by-Clause compliance certificate or declaration/ deviation, if any as per format given at Annexure-B has been submitted.	Yes/ No	
25.	ECS Mandate Form as per format given in Annexure-E has been submitted.	Yes/ No	
26.	A copy of Un priced financial (Section X) Part-I &Part-II blanked out has been enclosed with Techno-Commercial bid.	Yes/ No	
27.	Any Other Document.	Yes/ No	

* Strike out whichever is not applicable.

(Signature of Proprietor/Director/Partner/Authorized Signatory)
(Sh./Smt./Miss. _____)

SECTION – I

NOTICE INVITING TENDER

1. Tender No. : No. AGM (T/F)/NP/Tender/FTTH/2018-19
2. Due date of Receipt : Up to 17:00 hours on Scheduled date of submission. (extended up to 1600 hrs of 09-07-2018)
3. Due date of opening : 12:00 Hours onwards on Scheduled date of opening. (extended to 12:00 hrs on 10-07-2018)
4. On behalf of GM(NP) , Mahanagar Telephone Nigam Limited (MTNL) Delhi, off-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 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 for approx 750 Nos of FTTH connections in the buildings/societies/complexes in GM(NP) area ,MTNL, Delhi

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 9.97 lacs

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

The bids must be accompanied with **EMD/ Bid Security for Rs 20,000 (Rs twenty Thousand only)** in the Shape of Demand Draft drawn on any of the Nationalized/ Scheduled Bank payable at Delhi in favour of MTNL, payable at 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.

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 (T/F) ,MTNL , Nehru Place Tel. Exch Bldg. New Delhi 110506 without which the bid shall be rejected summarily.

5. Intending bidders may collect tender document from the O/o AGM (T/F) NP, R. no. 202, 2nd Floor, MTNL Tel Exch Bldg, Nehru Place and the cost of tender document is to be paid in the form of DD / Pay Order of Rs.590/-(including GST @18%) drawn in favour of MTNL payable at New Delhi before scheduled date and time of submission 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 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(T/F) ,MTNL , Nehru Place Tel. Exch Bldg. New Delhi - 110506** 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.

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SECTION II

INSTRUCTIONS TO BIDDERS

1.1. 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.

1.2. The Scope of work :

1.2.1 The scope of work is 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 and provision for approx 750 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.

1.2.2 Broad descriptions for execution of the Installation & Commissioning work will be as follows:

i. Installation of FDMS/FTB (Fibre Termination Box)/ONT/ splitter on the wall

1 FDMS/ 6F 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 FDMS/FTB.

2 The 1F FTB/ONT will be fitted on the wall/desk at the subscriber premises as required by the MTNL/subscriber. The FTB will be fitted on the wall/desk with rawl plugs & screws supplied with the FTB.

ii. Pulling/laying of 6F BIF cable through existing Conduit or using Nails & Hooks/ Clip in the Subscriber / tuflex pipe etc.

The optical fiber cable shall be laid/ pulled in Tuflex pipes or existing Conduit. The vender should take adequate precaution so that the cable is not damaged during pulling or transportation.

iii. Laying of OF cable/pig tails either through tuflex pipe or Existing Conduit or using Nails & Hooks/ Clip in the Subscriber premises

1 The single fiber (BIF) OF cable from the last Fiber Termination Box (FTB/FDMS) of the network shall be laid up to the premises/ house 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 bare OF cable with nail hook fittings to ensure minimum exposure on the visible wall. This shall be done with due consent of the subscriber.

iv. Fusion splicing/ /Preparation of field assembly connectors

In different scenarios, fusion/mechanical splicing of fibers may be required to be done.

a. The OF cable say 6F BIF to be terminated in 6F FTB will be fusion spliced with pig tail of the FTB.

b. Required number of field assembly connectors shall be required to be made as per field requirement.

Note:-

1. FTB, splitter, field assembly connectors, OF cables shall be provided by MTNL.

i. Any other material such as Clamps, rawl plugs, screws for fixing tuflex pipe, Nails/screws, hooks
ii. /clips fitting, wire to pull the cable, crimping tool, Fusion splicing machine, field assembly connector tool kit 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 contractor within the quoted item rate. These items should be as per specifications given under Section-VI.

iii. Section-VI may be referred for adopting procedure and specifications for laying of OF cables .

iv. 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.

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

vi. 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.

vii. 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.

- viii. 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.
- ix. The contractor will have to provide the FTTH connections in the societies/ buildings/complexes as per requirement where OF distribution network has already been provided by MTNL.
- x. The contractor will have to execute the work at more than one site simultaneously as per requirement of MTNL.
- xi. The contractor 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 within 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.

2. 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.

3. BIDDER'S ELIGIBILITY CRITERIA:

- 3.1** The bidder should be Indian Registered Company.

- 3.2 The bidder should have an experience of Installation & provision of 50 FTTH connections or 5 kms OFC cable laying and 20 splicing of fibre cable in MTNL/BSNL/ DOT/BBNL// Govt PSU/ Any other licensed telecom service provider 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.
- 3.3 The bidder should have average annual turnover of Rs. 5 .00 Lakhs in last three financial years i.e. 2014-15, 2015-16 & 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.
- 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 The bidder should have valid PAN No. and copy of the same need to be submitted.
- 3.7 (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.
- 3.8 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**.
- 3.9 The bidder must submit 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."
- 3.10 The bidder should have a local address (Delhi and/or satellite towns' viz. Gurugram, Noida, Faridabad & Ghaziabad) with necessary infrastructure to execute the works.

4. 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:

- 5.1 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	
6.	Schedule of requirements	V	
7.	Technical Specifications	VI	
8.	Schedule of base rates	Annexure-I	

Part A: Techno-Commercial Bid			
9.	Bid and Form 'A' Information to be given by bidders	VII (Part-I and Part-II)	
10.	Information to be given by bidders	VII(Part-III)	
11.	Bid Security Performa	VIII	
12.	Letter of Authorization for Attending Bid Opening	IX	
13.	Clause-by-Clause compliance and declaration of deviation	Annexure-B	
14.	Close Relative Declaration	Annexure-C	
15.	Declaration regarding black listing/ debarred.	Annexure-D	
Part B: Financial Bid			
16.	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.			
17.	Performa for Performance Bank Guarantee and STORE SECURITY BANK GUARANTEE	XI,XIA	
18.	Agreement Performa	XII (Part-I)	
Part-D:			
19.	Electronic Clearing Service (Model mandate Form)	Annexure-E	

5.2 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) 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.
- (b) 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) 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 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. 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

8.1 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:
 - a) Experience Certificate must be issued by licensed telecom Service Provider / Operator only.
 - b) Certificate should be on the letter head of the Company containing registered office address of the company.
 - c) Certificate should indicate the date of issue.
 - d) Certificate should contain name and designation of the signatory.
 - e) Certificate should contain Contact Telephone Number or Fax Number or e-mail id of the signatory.
 - f) Certificate should clearly indicate the number of FTTH connections provided.
 - g) Self-Certificate shall not be considered.
 - h) 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.
 - i) Certificate regarding blacklisting and debar to be submitted as per format in Annexure-D.
 - j) A bid form and bid price completed in accordance with Clause-9 & 10, section II

9. BID FORM:

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

10. BID PRICES:

10.1 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.

10.2 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.”

10.3 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.

10.4 Rates shall be quoted in figures and words without any errors, over-writings or corrections.”

10.5 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 except GST in case of works to be executed, excluding road cutting charges

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.

10.6 All taxes except GST (CGST, SGST, UGST and IGST), if any required to be paid on the invoices, shall be borne by the contractor.

10.7 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 (2014-15 2015-16 & 2016-17) for assessing their financial strength in terms of their average turnover of Rs. 5 Lacs in the three financial years.
- (iii) A certificate of satisfactory work completion along with copies of Purchase Orders of Installation & provision of at least 50 FTTH connections or 5 kms fibre cable laying and 20 splicing of fibre cable during the last three years from MTNL/ BSNL/ BBNL/ DOT/ Govt. Department/ PSU/ any other licensed Telecom Service Provider. 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.
- (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.
- (v) 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 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."

(xiii) 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.

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

(xv)(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.

(xvi)(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.

(xvii) 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.

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

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

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

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

(xxii) 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. 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

e-mail addresses of IEMs are given below:

1. dhruv6650@gmail.com, 2. 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.

12.1 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.
- 12.3 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.

13 BID SECURITY

- 13.1 Pursuant to clause 8.2(b), the bidder shall furnish, as part of his bid, a bid security in the form of Bank Guarantee for an amount of Rs.**20,000.00**. 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. 10 LAKHS", the exemption will be limited to Rs.10,00,000/- (Rupees ten 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 Enterprises) 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 original copy of bank guarantee shall be submitted to **AGM (T/F), MTNL , Nehru Place Tel. Exch Bldg. New Delhi 110506**. 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:**

- (a) If a bidder withdraws his bid during the period of validity specified by the bidder on the Bid form
- (b) 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.
- (c) 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.

14. PERIOD OF VALIDITY OF BIDS:

14.1 Bid 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.

15 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 (T/F), MTNL ,2nd Nehru Place Tel. Exch Bldg. New Delhi - 110506.**

16. SEALING AND MARKING OF BIDS

16.1 Bids along with documents as indicated in clause 7 shall be submitted 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 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 at MTNL premises along with letter of authorization for attending bid opening at the office of **AGM(T/F) ,MTNL ,2nd Floor, Nehru Place Tel. Exch Bldg. New Delhi -110506.**

17 PREPARATION OF BID

17.1 Financial Bids and technical bids should be submitted in separate wax sealed cover and the sealed cover should be super scribed with bid enquiry No. and Date & Time of opening of bid. The MTNL has no responsibility for the bid's misplacement or premature opening if the outer envelope is not sealed, super scribed and marked to the correct address.

17.2 Bids are to be dropped in the tender box kept in the office of AGM (T/F) NP, 2nd Floor, O/o GM (NP), Nehru Place Telephone Exchange, MTNL Nehru Place, New Delhi-110506.

17.3 No separate acknowledgement shall be issued. Bids must be received by MTNL at the above address not later than the date & time specified in NIT.

17.4 Only one bid should be included in a cover. Whenever more than one bid is included in a cover, all bids enclosed in that cover shall necessarily be ignored.

17.5 No bid will be received after prescribed date & time.

17.6 Individual signing the bid or other documents connected with the tender shall indicate the full name below the signature with date and must specify whether he is signing as :-

a) **A sole proprietor of the firm or constituted attorney of sole proprietor.**

b) **A partner of the firm, in which case he / she must have authority to represent for arbitration of disputes concerning the business of the partnership firm either by virtue of partnership agreement or power of attorney.**

c) **Constituted attorney of the firm, if it is a company.**

17.7 In case of (b) above, a copy of the partnership agreement or general power of attorney, in either case, attested by a Notary Public or affidavit on stamp paper of all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished.

17.8 In case of partnership firms, where an authority to refer dispute concerning the business of the partnership has been conferred on any partner the tender offer and every partner of the firm should sign all other related documents.

17.9 A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to a warranty that he has authority to sign, such documents and if, on inquiry it appears that the person has no authority to do so, MTNL may without prejudice to other civil and criminal remedies cancel the contract and make or authorize execution of contract/intended contract at the risk and cost of such person and hold the signatory liable to the MTNL for all cost and damages arising from the cancellation of the contract including any loss which the MTNL may have on account of execution of contract/intended contract.

17.10 Each page of the bid Annexure, if any, should be signed by the authorized signatory. Any correction made in the bid should be signed by the bidder. This should be done in every additional copy also. There shall be no interlineations, erasures or over writings except as necessary to correct errors in the bid in which corrections shall be initialed by person / persons signing the bid.

18. LATE BIDS

No Bid will be accepted 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. However, no post bid clarification at the initiative of the bidder shall be entertained.

22. PRELIMINARY EVALUATION:

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:

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

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. The ranking of eligible bidders will be determined at the lowest quoted rates as % (percentage) of the Schedule of Base Rates at Annexure-I (**excluding GST credit-eligible amount**).

26. 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:

28.1 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 two bidders in the ratio 60:40, whereby L-1 bidder will be given 60% & L-2 will be given 40% at L-1 rate/ Countered offer rate / Negotiated rate. In case of non-acceptance by L-2 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.

28.3 In case of 2 eligible bidders, L-1 shall get 60% and L-2 shall get 40%. 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. 2013-14, 2014-15, 2015-16. 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 cartelization 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.

28.7 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:

- (a) 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.
- (b) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, 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 vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.
- (c) 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 (7) 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.

- i) 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: -

- (a) 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.

38. AWARDING and its execution of work of Laying of Optical fiber distribution network and provisioning of FTTH connections in the buildings/societies/ complexes.
- a. On the basis of rates finalized through this Tender, executing units of GM(NP), 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.
 - b. 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.
 - c. **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.
 - d. 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.

- e. The MTNL reserves the right to suspend any of the scheduled item / items of work temporarily or permanently.
 - f. The decision of MTNL for quantum of work shall be final and not challengeable by contractor.
 - g. 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.

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.

2. STANDARDS:

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

3. PERFORMANCE SECURITY

3.1 The supplier shall furnish performance security to the purchaser for an amount equal to 8% 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. 5 LAKHS", the exemption will be limited to Rs.5,00,000/- (Rupees Five Lakh) only. A proof regarding current registration with NSIC for the TENDERED ITEMS will have to be attached along with the bid.

3.2 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.

3.3 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.

3.4 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.

4. PERFORMANCE GUARANTEE/ SECURITY DEPOSIT FOR STORE

An additional bank guarantee (BG) for Rs. **80000 (Rupees eighty Thousand only)** to cover up the assets / stores of MTNL shall be submitted by the contractors within 21 days of signing of the contract separately. 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 AGM (T/F) nominated by G.M. (NP) and this BG will be kept valid for the period of contract (including Extension Period if any) by the concerned AGM (T/F). Additional bank guarantee will be provided by the contractor in the format given in Section –XI-A.

5. 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 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 done, Tuflex pipe laid/fitted on wall, & splicing details, etc.

5.4 Purchaser shall have the right to inspect and test the goods for their conformity to the Specifications. Tuflex pipes 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.

5.5 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.

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

6 DELIVERY AND DOCUMENTS:

6.1 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.

6.2 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.

6.3 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.

7. 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.

8 PAYMENT TERMS:

8.1 Payment shall be made in Indian Rupees. Payment terms shall be as follows:

8.2 80% of the cost of Services along with Creditable taxes as applicable on successful completion of installation & commissioning.

8.3 20% of the cost of Services after 6 months of successful completion of installation & commissioning.

8.4 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 along with measurement of cables.

8.5 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 labor employed"
- (iii) Proof of deposit of GST (CGST/SGST/IGST/UTGST) of previous month(s) to the respective GST Department.

8.6 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 sheet but excluded from the chargeable length of cable laid.

8.7 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 .

8.8 (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.

8.9 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 sheet 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 sheet.
- (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.

(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.

(ii) 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.

(iii) 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:

10.1 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:

- (a) Drawings, designs or specifications, where goods to be furnished under the contract are to be specifically manufactured for the purchaser;
- (b) The method of transportation or packing;
- (c) The place of delivery; or
- (d) The services to be provided by the supplier.

10.2 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.

11 SUB-CONTRACTS:

11.1 The bidder/the supplier cannot assign/transfer and sub-contract its interests/obligations under the contract without the prior written permission of the purchaser.

11.2 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.

12 DELAYS IN THE SUPPLIER'S PERFORMANCE

12.1 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.

12.2 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.

12.3 If at any time during the performance of the contract, the contractor encounters condition impeding 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.

12.4 If the services are not completed in the extended period, the work order shall be short-closed and penalties will be imposed

13 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.

14 LIQUIDATED DAMAGES/ Penalties :

14.1 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 14.3 mentioned below

14.2 Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

14.3 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.

(IV) 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.

(V) 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.

(VI) 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.

(VII) 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.

(VIII) In cases of damage to the existing cable (PIJF/OF) penalty (recovery) of Rs 2000/- shall be imposed per case.

- (IX) 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.
- (X) 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.
- (XI) 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:

- 15.1 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:
- 15.1.1 Any war or hostility
 - 15.1.2 Acts of the public enemy, civil commotion, sabotage, explosions,
 - 15.1.3 Effects of floods, epidemics, quarantine restrictions,
 - 15.1.4 General Strikes and Bandhs,
 - 15.1.5 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.
- 15.2 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.
- 15.3 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.
- 15.4 The Contractors will not be responsible for delays, which may arise on account of reasons beyond their control. The decision of G.M. (NP) 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.

16 TERMINATION FOR DEFAULT:

- 16.1 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.
- (a) 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 thereof granted by the Purchaser pursuant to Clause 15 above.
 - (b) If the contractor fails to perform any obligation(s) under the Contract; and
 - (c) 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.
- 16.2 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.

16.3 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.

16.4 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.

17 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, APPLICABLE LAW AND JURISDICTION

- 1) For all the agreements /contracts/Tenders/MOU etc finalized with the approval of CMD, MTNL, the CMD MTNL shall solely be the authority in finalizing suggestions amongst the panel of Arbitrator and/or approving a selection amongst the suggestions of the other party.
- 2) For all the agreements /contracts/Tenders/MOU etc at the unit level, the ED of the respective unit (Delhi/Mumbai) and CGM WS for WS section shall solely be the authority in finalizing suggestions amongst the panel of Arbitrator and/or approving a selection amongst the suggestions of the other party.

The parties shall endeavour to resolve any dispute under 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 of the disputes through negotiations fails, then, such disputes or differences, 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.

- (a) 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.
- (b) For this purpose the Purchaser shall publish a Panel of Arbitrator, meeting the requirements 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 serving

or retired officers of Government Departments or of Public Sector Undertakings of the rank of Joint Secretary to Govt. of India or above.

- (c) 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.
- (d) 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 Nominee, along with 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 Arbitrator.
- (e) The Arbitration and Conciliation Act, 1996, as amended from time to time, and the rules made thereunder shall be applicable. The Arbitration proceedings shall be held in Delhi/Mumbai only.
- (f) In the event of such an Arbitrator (s) to whom the matter is originally referred, being vacating his office or neglecting his work or being unable to act for any reason whatsoever, the new Arbitrator(s) shall be appointed after following the procedure as enumerated here in above. The person(s) so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- (g) The Arbitration proceedings shall be in English language.
- (h) The law of land as promulgated/modified/amended or replaced from time to time shall govern this agreement. The agreement shall be subject to exclusive jurisdiction of courts at New Delhi/Mumbai.
- (i) No person other than the Empanelled Arbitrators of MTNL, shall be appointed as an Arbitrator to adjudicate the dispute.

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 AGM (T/F) NP.
- 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.
- 25** 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, 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
 - (a) 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 Trenchless Technology, 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,
 - (b) There is damage caused to any property of a third party.
 - (c) 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.
- 27.4 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.

28 GST Invoice:

Tax Invoice terms:

- (a) 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.
- (b) Invoice/DN/CN/Supplementary invoice/Receipt Voucher need to be issued in compliant format and timely within the time prescribed under GST law.
- (c) 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 authorized 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.
- (d) 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.
- (e) 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.
- (f) MTNL could at any time instruct the contractor to raise its invoices at a particular location of MTNL
- (g) 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.

29 GST compliances

- (a) 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.
- (b) 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.
- (6) 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.
- (7) 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.

30 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.

31 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

- 33.1 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.
- 33.2 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.

Section-IV

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 (T/F)NP/FTTH/Services/2018-19/ 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) 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 Enterprises) 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. 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.
9. Canvassing in any form is forbidden and will be a disqualification.
10. 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.
11. 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.
12. 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.

13. Bidders are required to submit Bank Account Details as per ECS (Model Mandate Form) enclosed as Annexure-I.
14. The lowest price/counter offered price shall be given for ordering.
15. 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.
16. 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.
17. 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.
18. **Acceptance Testing:** - Procedure for Acceptance Testing shall be as per the following -
- 18-1 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:
- a. Checking, cabling and wiring along with fittings.
 - b. Checking components and materials on sample basis.
 - c. Functional test on individual passive equipment /network.
 - d. Test of services / features.
 - e. Capacity test/ quality testing.
- 18-2 The Acceptance Testing schedule comprises of:
- 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.
- 18.3 The bidder shall make available the testing equipments/ material etc. required for carrying out the acceptance tests as per the schedule.
- 18.4 The contractor will carry out the tests and inspections of passive equipment, accessories and network prepared, before offering for A/T, in coordination with officer in-charge of MTNL as per the procedure and Pro forma provided by purchaser in due course during and after installation/ commissioning before "taking over".
- 18.5 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.
- 18.6 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.
- 18.7 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).
- 18.8 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.

19 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.

20 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 750 FTTH connections should be completed within the stipulated time i.e. 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.

SECTION- V

T.E.No: AGM (T/F) NP/FTTH/Services /2018-19

Scope of Work

For Appointment of 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 for approx. 750 Nos of FTTH connections in the buildings/societies/complexes in GM (NP) area of MTNL, Delhi.

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.

SECTION VI
TECHNICAL SPECIFICATIONS

1. Specifications of Tuflex pipe (8mm and 15 mm) 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. Tuflex pipe (8 mm and 15 mm)

Purpose: Tuflex pipe (8 mm and 15 mm) 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.

1. Tuflex pipe of type 1 with working pressure 0.6 MPa shall be supplied.

B. U Clamps

Purpose: U clamps with rawl plugs & screws shall be used for fitting the Tuflex pipes on the wall.

C. Screws and Rawl Plug

Purpose: The screw with rawl Plug will be used for fitting of Tuflex pipes with PVC U clamp on 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.

Methodology and Procedure for work.

1) Laying of Cable

The O.F. cable laying work includes, handling of cable, laying cables in trenches, or through Tuflex pipes/ overhead laying as required. While laying the bidder should leave the small length of cable as per requirement for jointing and maintenance purpose.

2) 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 /attributes etc.
- 2 The final bill should include the documentation work along with the measurement of cables.
- 3 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.

- 3) 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 Base rate” of the tender for appointment of contractor for laying, installation and commissioning of FTTH fiber distribution network up to the subscriber premises i.e. up to ONT for provision of 750 Nos of FTTH connections in the buildings/societies/complexes in MTNL ,Delhi

S. No.	Item of work	Unit	Unit Base price in Rs.(excluding GST)
	Laying of distribution network from 1st splitter/ FDMS to 2nd splitter/ FTB/ FDMS and laying of 1F/2F OF cable from FTB/FDMS/Splitter to subscriber end.		
1	Installation of FDMS with/without splitter		
	FDMS 48F/24F/12F wall mountable	Number	250
2	Installation of ONT / FTB on wall	Number	
a	6F FTB	Number	125
b	1F FTB	Number	100
c	ONT	Number	50
3A	Pulling, Laying ,Fitting by using nail hooks /clamps of 12F/6F BIF cable through Tuflex pipe(HDPS pipe) etc. Between splitters (All the fitting materials/Tuflex pipe will be supplied by the contractor)	Metre	20
3B	Pulling, Laying, and Fitting by using nail hooks /clamps of 12F/6F BIF cable. (All the fitting materials will be supplied by the contractor)	Metre	5
4A	Pulling,Laying,Fitting of 6F/2F/1F Cable BIF / self-supported or SC-PC pigtails through Tuflex pipe(HDPS Pipe) by using nails hooks / clamps from last splitter to subs premises (All the fitting materials/Tuflex pipe will be supplied by the contractor)	Metre	25
4B	Pulling,Laying,Fitting of 6F/2F/1F Cable BIF / self-supported or SC-PC pigtails by using nails hooks / clamps or by pulling in the existing conduit in the subscriber premises(. (All the fitting materials will be supplied by the contractor)	Metre	5
5	Splicing of OF cable 24F/12F (Fusion splicing)	Number	300
6	Splicing of OF cable 6F/2F/1F (Fusion splicing)	Number	200
7	Laying of cables/Pipes by buckey method	Metre	127.50
8	Open trench. (width 0.30m, depth 1.00m)	Metre	80.96
	<i>Note. Reduction/addition in depth in trench excavation for 20 cm and part thereof, Rate on Prorata basis will be allowed with the approval of concerned DGM.</i>		
	<i>Per FTTH Connection cost</i>		
	Note : FDMS, FTB, splitter, , OF cables, ONTs, etc. shall be provided by MTNL. Any other material such as Corrugated flexible PVC pipe, Clamps, rawal plugs, Nails/screws, hooks/clips fitting, wire to pull the cable, crimping tool, Fusion splicing machine, drill machine, portable generator set, field assembly connector tool kit, 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(T/F)NP/FTTH/Services/2018-19

Date :

A.G.M (T/F) NEHRU PLACE
O/o G.M. (NP), Nehru Place Telephone Exchange Building
NEHRU PLACE, NEW DELHI-110506

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 @ 8% 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.

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 (T/F) NP/FTTH/Services/2018-19

- 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.

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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:
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 engaging No. of mazdoors per day.
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 supply of vide Tender Enquiry No. AGM(T/F)NP/FTTH/Services/2018-19/ 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 owing 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(T/F) ,MTNL ,2nd Floor, Nehru Place Tel. Exch Bldg. , New Delhi - 110506 ,
before date of bid opening)**

Subject: Authorization for attending bid opening on tender of:

Tender Enquiry No.: AGM(T/F)NP/FTTH/Services/2018-19

**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 (T/F) NP/FTTH/Services/2018-19

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 (T/F)NP/FTTH/Services/2018-19

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(T/F)NP/FTTH/Services/2018-19

“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

**A.G.M (T/F) NEHRU PLACE
O/o G.M. (NP), Nehru Place Telephone Exchange Building
NEHRU PLACE, NEW DELHI-110506**

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 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 **(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 @ 8%
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 _____ 2017

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)

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

**A.G.M (T/F) NEHRU PLACE
O/o G.M. (NP), Nehru Place Telephone Exchange Building
NEHRU PLACE, NEW DELHI-110506**

"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.
3. 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.
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

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 supply of _____ (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 undertake 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 AGM(T/F) NP, MTNLO/O GM(NP)}

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

_____ hereinafter. Called the Bank(which expression shall unless excluded by or repugnant of the context include its
successors and assigness) of the part.

WHEREAS MAHANAGAR TELEPHONE NIGAM LIMITED accepted the tender of
_____ hereinafter called the Contractor to execute work of Mahanagar
Telephone Nigam Limited 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: -

- a. 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 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. 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.
- b. 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.
- c. The liability of the Bank under this Guarantee shall be as Principal Debtor.
- d. 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.
- e. 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.

f. 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.

g. 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.

h. 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 :
Name :

(Signature)
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 FTB in 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 various areas of GM(BCP).

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

MTNL, Delhi having agreed to grant the contract of laying, installation and commissioning of fiber distribution network from 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 various areas of GM(NP) 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 (T/F) NP/FTTH/Services/2018-19** for the appointment of contractor for laying, installation and commissioning of fiber distribution network from FTB in 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, 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.

Witness.

- 1.
- 2.

Witness :

- 1.
- 2.

CONTRACTOR

(Capacity in which signing)

along with seal

For and on behalf of the
Mahanagar Telephone Nigam Ltd

Signature of AGM (T/F) NP
(Designation with name and seal)

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-
 - (a) Bank Name-
 - (b) 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 verification of the above particulars.

4. 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