

MAHANAGAR TELEPHONE NIGAM LIMITED
(A Government of India Enterprise)



TENDER

FOR

Comprehensive Maintenance and Provisioning of Different type of Telecom services on Copper Network in North Area of MTNL Delhi

T. E. No. AGM (MPL) /Outsource of External Plant of North/2023-24/08

***Tender Fee Rs. Rs. 2360/-
(inclusive of GST @18%)***

**O/o ASSISTANT GENERAL MANAGER (MPL) ,
8th FLOOR, KIDWAI BHAWAN, NEW DELHI - 110001**

INSTRUCTIONS TO BIDDERS

The tender shall be submitted through Central Public Procurement Portal website <https://eprocure.gov.in/eprocure/app> developed by National Informatics Centre (NIC), Ministry of Electronics & Information Technology, GOI. Your offer complete in all respects as per enclosed documents must be submitted online before submission date and time.

“Bidders are advised to familiarize themselves adequately with the above e-procurement Portal, well in advance, to avoid last minute technical glitches/errors preventing successful uploading of bid within specified time frame.”

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 online. The representatives of the bidders may attend the bid opening either online after logging on to the online after logging on to the e-procurement portal or at MTNL premises along with Letter of authorization for attending bid opening at following address:-.

Address:-

O/o AGM (MPL)

8Th Floor, Kidwai Bhawan, New Delhi -110001

Phone No. 011-23738634

Email ID: agmmplnws@bol.net.in

CONTENTS

Sl. No.	Title	Section	Page No.
1	Check List	Annexure-A	5-7
2	Notice Inviting Tender (NIT)	I	8-10
3	Instructions to bidders	II	11-34
4	General (Commercial) conditions of contract	III	35-52
5	Special conditions of contract	IV	53-74
6	Schedule of requirements and Annexure V-B1,V-B2,V-B3, V-B4	V	75-80
PART-A: TECHNO-COMMERCIAL BID			
7	Technical Specification	VI	81-97
8	Area GM wise map of operational Area of MTNL Delhi	VI-A	98
9	Tentative List of MDF locations under Area GM	VI-B	99
10	Overview of external plant	VI-C	100
11	Area wise count of MDF	VI-D	101
12	Flow chart	VI-E	102-104
13	Tentative Average fault booked per month of last one year for different service in North Area of MTNL DELHI	VI-F	105
14	Tentative Average provisioning per month of last one year for different service in North Area of MTNL DELHI	VI-G	106
	TEC GR/Specifications used in MTNL Delhi network	VIH	107
15	Bid Form (Part-A) and (PART-B)	VII	108-111
16	Proforma for Bid Security	VIII	112-113
17	Letter of Authorization for Attending Bid Opening	IX	114
18	Clause by Clause compliance Certificate	Annexure- B	115
19	Close Relative Declaration	Annexure-C	116
20	Declaration regarding blacklisting/ debarred /banned.	Annexure-D	117
21	Format for Self-Certification regarding local content (LC) for Telecom product, Services or Works/ Auditors certificate (as the case may be) .	Annexure-E	118-119
22	Undertaking regarding Resources/ Manpower	Annexure-F	120
23	Self declaration regarding issue related to sharing of land border	Annexure-G	121
24	Indemnity Bond on Rs.100/- stamped paper	X	122
PART-B: FINANCIAL BID			123
25	Price Schedule	XI	124-126
PART-C: DOCUMENTS TO BE SUBMITTED AT THE TIME OF AWARD OF WORK			127
26	Performance Security Guarantee Bond	XII	128-129
27	Proforma for Agreement	XIII	130-131

PART-D			
28	Guidelines of MTNL on Banning of Business dealings	XIV	132-137
PART-E			
29	Instruction to bidder for online bid submission	XV	138-141
PART-F			
30	Model Mandate Form for ECS	XVI	142
31	Integrity Pact	XVII	143-147
32	Non Disclosure Agreement	XVIII	148-151
PART-G: RULES AND REGULATIONS FOR THE CONTRACTORS			
33	Road Maintenance and inter utility code of conduct	Annexure-1	152-157
34	Safety Code	Annexure-2	158-162
35	Model rules	Annexure-3	163-167
36	Contractor's labour regulations	Annexure-4	168-172

Annexure-A

Check List

Bidders are requested to check that the following documents are submitted *with the Techno-commercial bid*. This check List should also be submitted (with Yes/ No) with the bid.

S.No.	Check Item	Yes/No
1	Bid is prepared and submitted as per clause no. 14 & 15 of Section-II.	
2	Each page of the bid should be properly serially numbered & index should be provided by bidder mentioning total number of pages in the bid document	
3	Cost of tender document or copy of NSIC Certificate / MSME Registration Certificate for tendered item as per Clause 9, Section-I has been submitted.	
4	Bid Security/EMD or NSIC/MSE Certificate for tendered item as per Clause 12, Section-II has been submitted	
5	Documentary proof of experience in the form of (i) Work Orders / POs & (ii) Satisfactory Performance Certificate from user has been attached with bid as per clause No. 2(III) of Section-II.	
6	The annual turnover here shall be arrived by average turnover of any of three audited financial years 2020-21, 2021-22, 2022-23. Proof regarding this shall be submitted by the bidder in the form of Audited Balance Sheet/ P& L account duly attested along with the techno-commercial bid as evidence that he has financial capability to perform the contract as per clause No. 2(IV) of Section-II.	
7	The bidder must be registered with EPF & ESI & certified copies / latest challans in this regard have been submitted with bid as per clause No. 2(VI) of Section-II.	
8	Valid Goods and Services Tax Identification Number (GSTIN). If bidder has opted Composition Scheme under GST, it should be clearly mentioned by bidder in bid document as per clause no.10.1 (xii) of Section-II.	
9	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 suppliers are planned to be made should be provided.	
10	Certificate of Incorporation as per clause no. 10.1(i) of Section-II.	
11	Articles of Association or Memorandum of understanding or partnership deed or proprietorship as the case may be as per clause no.10.1 (ii) of Section-II.	
12	Approval from Reserve Bank of India/SIA in case of foreign collaboration as per clause no. 10.1(iii) of Section-II.	
13	ISO Certificate (if available).	
14	General POA for authorized signatory should be as required under clause 10.1(vii) of Section-II.(duly notarized) .	
15	Whether Bid Security /EMD is valid for 180 days from date of opening of tender.	
16	Bid form is filled. See Section VII (Bid Form - Part-A and Part-B)	
17	Price schedule is filled as per format at Section XI in financial bid. In addition, Price Schedule <u>without filling price</u> should also be submitted with techno-commercial bid.	
18	Declaration regarding any deviation/ Compliance (clause by clause) certificate is submitted as per Annexure B	
19	Bid validity is 150 days	
20	Indemnity Bond on Rs. 100/- STAMPED PAPER as per section-X (Duly Notarized)	
21	Documentary evidence about technical and production capability necessary to perform the contract as per clause 10.2 (ii) of section II	
22	ECS mandate form as per format given in Section-XVI has been submitted.	

23	An undertaking is required to be submitted that the price has been quoted taking care that the payment to deputed staff will be made in accordance with Central Government Minimum wages circulars issued from time to time.	
24	Latest and valid NSIC certificate/ MSME Registration certificate duly certified by NSIC/MSME authorities as per clause no 10.1(x) of Section-II.	
25	Valid PAN No.	
26	A self-declaration along with the evidence that the bidder is not black listed by GST or erstwhile indirect tax authorities. as per clause no 10.1(xiii) of Section-II.	
27	(a) An undertaking that the bidder would get himself registered with Competent Authority under The Contract Labour (Regulation and Abolition) Act, 1970, as per clause-10.1 (xviii) , Section-II has been submitted.	
	(b) An undertaking that bidder would get himself registered with competent authority under the "The Delhi Building And Other Construction Workers' Welfare Cess Act, 1996, as per clause-10.1 (xviii) , Section-II has been submitted.	
28	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 –10.1 (xix) , Section-II has been submitted.	
29	An undertaking that "I/We have all technical/ financial/ manpower resources to complete the allotted works in time as per terms and condition of tender and I/We shall further ensure to maintain the monthly output accordingly. I/We shall arrange more required machines/resources/ manpower as per actual requirement to cope up with the work." as per clause –10.1 (xx) , Section-II and Annexure-F, has been submitted.	
30	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-10.1(xxii) , Section-II.	
31	Integrity pact as per Section -XVII. In case of partnership firm or consortium, this agreement must be signed by all partners and consortium members of the company.	
32	Hard copy of documents mentioned as per clause 16.5 of section II.	
33	A declaration regarding non-blacklisting / debarring / banning shall have to be furnished by the bidder along with the bid as per format given in Annexure-D.	
34	An undertaking that bidder will arrange HDD and JCB machine as and when required as per clause 2.3(a) (cable fault) under fault maintenance of section VI	
35	An undertaking that bidder will arrange GPRS machine as and when required as per clause 2.3(a) (cable fault) under fault maintenance of section VI	
36	An undertaking that smaller HDD machine(s) to carry out work in small lanes / lengths shall be arranged by the contractor as per requirements, well in time and without delaying the work.	
37	An undertaking that suitable HDD machine(s) to carry out work in rocky area shall be arranged by the contractor as per requirements, well in time and without delaying the work schedule.	
38	An undertaking that the copy of Insurance Policy will be submitted to concerned area unit within 15 (fifteen) days of Signing of Agreement along with the copy of receipt of premium payment, pursuant to clause No. 59 Section-IV has been submitted.	
39	An undertaking to keep the Lease Agreement valid for the contract period in case the bidder has GPRS/HDD/JCB machine on lease basis has been submitted.	

40	Relationship Certificate (as per format given in Annexure-C) has been submitted as per clause 34, Section-II of the Tender Document by all directors of the firm in case of a company / by all partners of the firm in case of a Partnership firm / by Proprietor of the firm in case of a Proprietorship firm.	
41	Before submission of bids, for latest amendments / information on this tender, the website http://etender.mtnldelhi.in and https://eprocure.gov.in has been seen as per clause 5 and 6 of Section-II.	
42	List of all directors including their name(s), Director Identification Number(s) (DIN) and address(es) along with contact telephone numbers of office and residence.	
43	(i) The Bidder / Lead Bidder/ Consortium Partners should not be a TSP/ ISP/Mobile Operator/Service providers or JV/subsidiary of any TSP/ISP/Mobile Operator/Service providers thereof except any Central / State Government Organisation in competition to MTNL in Delhi and Mumbai Area. An undertaking is required to be submitted by the bidder at the time of bidding." As per Clause 2(VII) and 10.5 of section II. (ii) The Bidder / Lead Bidder / Consortium Partners will not enter into a similar contract in Delhi and Mumbai LSA with other ISPs / Mobile Service Operator / Basic service operator except owned by any Central / State Government during the validity period of contract with MTNL without prior intimation to MTNL. An undertaking is required to be submitted by the bidder at the time of bidding." As per Clause 2 (VIII) and 10.5 of section II.	
44	An undertaking that the copy of Non-disclosure Agreement as per clause 37 of section-IV will be submitted to concerned area unit at the time of signing of contract.	
45	Self-Certification regarding local content (LC) for Telecom product, Services or Works/Auditors certificate (as the case may be) regarding PMI Clause.	
46	Self declaration regarding issue related to sharing of land border	
47	Any other document.	

(*Strike out whichever is not applicable)

(Signature of the bidder with seal)

Section – I

NOTICE INVITING TENDER

1. On behalf of ED Delhi, Mahanagar Telephone Nigam Limited (MTNL) Delhi, on-line Tender under Two-Bid system (Techno-commercial bid & Financial bid) are invited from reputed Indian Registered companies / Firms / agencies / dealers / individuals / consortium for comprehensive maintenance and provisioning of different types of Telecom services **on Copper Networks in North Area of MTNL Delhi as per scope of work defined in this tender.**

2. Bidder has to submit his bid as per scope of this tender at the rate of per line per month cost.

SI	GM(Unit) (Area)	No. of Connections				EMD in Rs	Average Turnover (in Rs.) in any Three years 2020- 21,2021-22,2022-23	Area coordinating officer
		Land line only	Land Line with Broadband	ISDN (PRA & BRA)	Lease			
1.	North	13593	1531	150	534	10,25,000	15371687	AGM(Admin)

The above mentioned lines (working connection) are as per data dated 30/09/2023 and will change over a period of time depending of new connection/surrender. No bidder shall have any claim for award of any specific quantity, including quantity indicated in the bid document. Number of lines for invoice purpose shall be taken as defined in this tender document under clause 8 of Section-III.

3. Due date & time of submission of Bid : As per CPP Portal.

4. Due date & time of opening of Bids : As per CPP Portal.

5. Tender document fee : **Rs. 2360/- (inclusive of GST @18%)**

6. The Eligibility conditions for the bidders are detailed in clause-2 of Section-II of tender document.

7. 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/EMD up to the amount equal to their monetary limit. In case of bidders having monetary limit as “NO LIMIT” or” without limit ”or “more than Rs.50,00,000/-(Rs. Fifty Lacs) ”, the exemption will be limited to Rs.50,00,000/- (Rupees Fifty Lacs) only as per existing policy of MTNL. A proof regarding current registration with NSIC for the tendered items will have to be attached along with the bid.

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.

A scanned copy of the "Bid Security/EMD" / valid NSIC Certificate valid MSME Registration Certificate (if applicable) shall be uploaded along with Techno-Commercial bid. NSIC and MSME certificates of tendered item shall be acceptable only.

8. Intending bidders may download the tender document which contains full terms and conditions, detailed description, requirement particulars and all other related formalities to be full-filled by the bidders from the website **<https://eprocure.gov.in/eprocure/app> or www.mtnl.in** .

9. The cost of tender document can be paid off line in the form of DD/Pay order for **Rs. 2360/-** in favour of **AO (Cash) Planning, Room No. 178, 1st Floor, Kidwai Bhawan, Janpath, New Delhi-110001** and may be submitted in the O/o AGM (MPL) , 8th floor, Kidwai Bhawan, Janpath, New Delhi-110001 before scheduled date and time of opening of bids. The bidders (Small Scale Units) who are registered with National Small Scale Industries Corporation (NSIC) UNDER SINGLE POINT REGISTRATION SCHEME for the tendered items are exempted from payment of Tender Document Fee on submission of copy of current and valid NSIC certificate. **If the value of procurement is more than their monetary limit, they are not entitled to get free tender document.**

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.

The scanned copy of the Demand Draft/ Pay Order for Tender Document Fees or copy of valid NSIC certificate/ valid MSME Registration Certificate (if applicable) shall be enclosed by the bidder in its bid and Demand Draft or copy of valid NSIC certificate/ valid MSME Registration Certificate of tendered item shall be submitted to AGM (MPL) MTNL, 8th floor, Kidwai Bhawan, Janpath, New Delhi-110001, before scheduled date and time of opening of the bids.

10. The bid without tender fee shall not be entertained. The bid must be accompanied with **Bid Security**, without it the bid shall be summarily rejected.

11. The techno-commercial bids shall be opened on the stipulated date and in case of the date falling on any holiday or in case of unforeseen contingencies, the bid shall be opened on the next working day at the same time without any further notice. Financial bid of only technically qualified bidders will be opened on a later day based on the scrutiny of the techno-commercial bids.

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

13. The bidders may submit a hard copy of the bid also before the date and time of submission of the bids. In case of non-functioning / malfunctioning of e-tendering system. The hard copy(s) will be opened with the approval of tender approving authority. If any bidder does not submit hard copy, it will be at bidder's risk. In case of discrepancy between the hard copy and the soft copy submitted online, the soft copy shall govern/prevail.

14. Any indication of cartelization on the part of bidder may entail disqualification in this tender and further participation will be barred for another two years in MTNL.

15. As per CVC's guidelines/notification dt 13.01.2017, the vendor will not go to the court till the time the matter/complaint is pending with the IEMs. This CVC Circular may be seen in MTNL website <http://www.mtnl.net.in>.

Asstt. Genl. Manager (MPL)
8th floor, Kidwai Bhawan, Janpath,
New Delhi-110001
Email ID: agmmplnws@bol.net.in

Section-II

INSTRUCTION TO BIDDERS

A. INTRODUCTION

1. Definitions of the terms ‘Contractor’ and / or ‘Vendor’.

- a) “The Purchaser” means the Mahanagar Telephone Nigam Limited.
- b) “The Bidder” means the individual or firm who participates in this tender and submits its bid.
- c) “The Supplier/contractor/vendor/Service Provider” means the individual or firm “supplying the goods/providing services under the contract.
- d) “The Goods” means all the materials, equipment, machinery, and/ or other services, which the supplier is required to supply/provide to the purchaser under the contract.
- e) “The Purchaser Order” means the order placed by the purchaser, after the acceptance of LOI by the purchaser including all attachments and appendices thereto and all documents incorporated by reference there in. It along with the letter of intent and bid documents constitutes the contract.
- f) “The contract price” means the price payable to the supplier under the purchase order for the full and proper performance of its contractual obligations.
- g) The “LOI” means the intention of purchaser to place the purchase order on the bidder.
- h) “Validation” is a process through which the equipments/system is tested to ascertain its performance against set standards as per tender specification in MTNL Telecom Network.
- i) AM is the area manger under area GM who will be the nodal point for interaction.
- j) **PMI (Preference to Make in India):-** Minimum Preference in % (of Total Quantity being procured) for Make in India Telecom Products, Services, Works as notified by DoT.
- k) **Local Content (LC) :-** Minimum Local content as a Percentage of Total Bill of Material (Cost of Production) to qualify as Make in India Telecom Products, Services or works as notified by DoT.
- l) **Class-I local supplier :-** Means a supplier or service provider whose goods, services or works offered for procurement, has local content **equal to or more than 50%** as defined under DPIIT order dated 04th June’2020. For this tender Local Content(LC) should be at least 70%.
- m) **Class-II local supplier:-** Means a supplier or service provider whose goods, services or works offered for procurement, has a local content **more than 20%** as defined under DPIIT order dated 04th June’2020.
- n) **Non - local supplier:-** Means a supplier or service provider whose goods, services or works offered for procurement, has a local content **less than or equal to 20%** as defined under DPIIT order dated 04th June’2020.
- o) **Margin of Purchase Preference:-** It is the maximum extent to which the price quoted by a Class-I Local supplier may be above the L-1 price for the purpose of Purchase Preference.

Words, term and expressions not specifically defined herein or in Tender documents shall have the same meaning assigned to them in the Indian, Sale of Goods Act 1930 or the Indian contract Act, 1872 or the General clause Act, 1897 as the case may be. Heads notes are for convenience purpose only and shall not affect the interpretation or construction of any provision hereof/bid documents.

OBJECT OF THE CONTRACT:

Mahanagar Telephone Nigam Limited (MTNL) , is engaged in providing various telecommunication services and value-added services to its customers in Delhi. MTNL intends to appoint contractor / contractors for the purpose of repair / maintenance of its extensive Copper network on/ along various routes from MDF (Main Distribution Frame) to Customer premise including underground cable fault, line faults, MDF / Pillar / DP faults etc along with provisioning of connection as per scope defined in this document. MTNL herewith invites interested contractors to submit their tender/ bid. Selected contractor shall be appointed for carrying out the assigned work for the duration of the contract period, in accordance with the terms and conditions contained herein.

The bidder shall take over the maintenance on "*As is where is basis*" with all the existing faults of primary and distribution cable faults including other outdoor faults. However, MTNL shall bear the cost for attending the existing cable / outdoor network faults. The details are given in Section-VI Technical Specifications Clause 1.1.

The contractor shall be responsible for overall maintenance, provisioning and up keeping of the copper network in order to meet minimum specified network performance criteria. In order to meet this objective, the contractor is required to deploy all necessary resources including tools, tackles, machines, equipment, vehicles, materials, consumables, automation, administration and management, training, quality, manpower, etc. in accordance with the specified requirements.

2. ELIGIBILITY OF BIDDERS:

The bidders should meet all the following eligibility conditions:-

This invitation of the bid is open for all reputed firms engaged in managing services of repair and maintenance and/or laying of Copper Cable network and/or Optical Fiber cable network and/or installation of customer premise equipment for new Landline and Broadband etc as per scope of this tender mentioned under section VI. The Bidder can be sole proprietorship firm, company, partnership firm, a Limited Liability Partnership (LLP) firm or lead bidder of consortium of maximum three partners.

- I. Bidder/ Lead bidder in case of consortium should be an Indian registered company.
- II. In case of consortium, Lead bidder shall have the back to back arrangements for clear role and responsibilities with each consortium partner, in respect of commitment to fulfill contractual obligations and shall be submitted along with the bid. The agreement shall also cover

the case of dispute of any nature (insolvency, Acquisitions, commercial or financial) of any consortium partner. It shall not be allowed to withdraw / exit by any of the member from consortium, during the contract period. For JV / Consortium, there shall be a lead bidder exclusively specified and has to propose their associates at the time of bid submission with clear role and responsibility of the associates. The lead bidder will be responsible for complying with all the terms and conditions of the tender during operation period of the Tender. All notices / correspondences with respect to the contract would be sent only to the 'Lead Bidder' of the Joint Venture / Consortium Firm.

III. Experience Requirement:

The bidder/ Lead Bidder or any of the consortium partners should have–

Three similar completed service of costing not less than (Rs 71,11,582/-) the amount equal to 30% of the estimated cost of one year in the last three financial years.

OR

Two similar completed service of costing not less than (Rs 1,18,52,637/-) the amount equal to 50% of the estimated cost of one year in the last three financial years.

OR

One similar completed service of costing not less than (Rs1,65,93,692/-) the amount equal to 70% of the estimated cost of one year in the last three financial years.

Similar service means “service related to maintenance and/or laying, installation/construction of underground optical fiber and/or Copper telecom cables / telecom outdoor networks (wire or wireless)”. Last three financial years are 2020-2021, 2021-22 and 2022-23. The value of PO will be taken including GST (18%). The experience mentioned above should be in any of the DoT / MTNL / BSNL / PSU / GOVT. / Semi GOVT. Departments / Private Telecom services / educational institutions excepts those bidders, which are black listed, banned or debarred from participation during the currency of such punitive measures. Documentary proof of experience in the form of (i) Work orders/ Purchase order successfully completed (including extension period) & (ii) Satisfactory performance certificate from user is to be attached with the bid.

IV. Turn over requirement:

The Average annual turnover requirement of bidder is 30% of the estimated cost i.e. Rs 1,53,71,687/-, the turnover requirement should be duly supported by audited balance sheets /P&L accounts. In case of consortium, the annual turnover of Lead Bidder or any of the consortium partners shall be considered. The annual turnover here shall be arrived by average turnover of last three audited financial years i.e. 2020-21, 2021-22 & 2022-2023.

- V. Deleted.
- VI. The bidder must be registered with EPF & ESI & certified copies / latest challans in this regard be submitted with bid. The bidder must have valid PAN and valid registration **under GST Act**.
- VII. An undertaking to the effect that the Bidder / Lead Bidder/ Consortium Partners should not be a TSP/ ISP/Mobile Operator/Service providers or JV/subsidiary of any TSP/ISP/Mobile Operator/Service providers thereof except owned by any Central / State Government Organisation in competition to MTNL in Delhi and Mumbai Area.
- VIII. An undertaking to the effect that the Bidder/Lead Bidder/Consortium Partners will not enter into a similar contract in Delhi and Mumbai LSA with other ISPs /Mobile Service Operator/Basic service operator except owned by any central/state Government during the validity period of contract with MTNL without prior intimation to MTNL.
- IX. The bidder/ Lead bidder / **consortium partners** should not have been blacklisted/ debarred / banned 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. 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 of the bidding process.

B. THE BID DOCUMENT

4. Documents Required:

- 4.1 The goods/services required, bidding procedures and contract terms are prescribed in the bid document. The bid document include,

Sl. No.	Title	Section	Page No.
1	Check List	Annexure-A	5-7
2	Notice Inviting Tender (NIT)	I	8-10
3	Instructions to bidders	II	11-34
4	General (Commercial) conditions of contract	III	35-52
5	Special conditions of contract	IV	53-74
6	Schedule of requirements and Annexure V-B1,V-B2,V-B3, V-B4	V	75-80
PART-A			
7	Technical Specification	VI	81-97
8	Area GM wise map of operational Area of MTNL Delhi	VI-A	98
9	Tentative List of MDF locations under Area GM	VI-B	99

10	Overview of external plant	VI-C	100
11	Area wise count of MDF, Pillar, DP and LCKM	VI-D	101
12	Flow chart	VI-E	102-104
13	Tentative Average fault booked per month of last one year for different service in North Area of MTNL DELHI	VI-F	105
14	Tentative Average provisioning per month of last one year for different service in North of MTNL DELHI	VI-G	106
	TEC GR/Specifications used in MTNL Delhi network	VIH	107
15	Bid Form (Part-A) and Form-A (PART-B)	VII	108-111
16	Proforma for Bid Security	VIII	112-113
17	Letter of Authorization for Attending Bid Opening	IX	114
18	Clause by Clause compliance Certificate	Annexure- B	115
19	Close Relative Declaration	Annexure-C	116
20	Declaration regarding blacklisting/ debarred /banned.	Annexure-D	117
21	Format for Self-Certification regarding local content (LC) for Telecom product, Services or Works/ Auditors Report (as the case may be) .	Annexure-E	118-119
22	Undertaking regarding Resources/ Manpower	Annexure-F	120
23	Self declaration regarding issue related to sharing of land border	Annexure-G	121
26	Indemnity Bond on Rs.100/- stamped paper	X	122
Part-B: Financial Bid			123
27	Price Schedule	XI	124-126
Part C: Documents to be submitted at the time of award of work.			127
28	Performance Security Guarantee Bond	XII	128-129
29	Proforma for Agreement	XIII	130-131
PART-D			
30	Guidelines of MTNL on Banning of Business dealings	XIV	132-137
PART-E			
31	Instruction to bidder for online bid submission	XV	138-141
PART-F			
32	Model Mandate Form for ECS	XVI	142
33	Integrity Pact	XVII	143-147
34	Non Disclosure Agreement	XVIII	148-151
Part-G: Rules and Regulations for the contractors			
35	Road Maintenance and inter utility code of conduct	Annexure-1	152-157
36	Safety Code	Annexure-2	158-162
37	Model rules	Annexure-3	163-167
38	Contractor's labour regulations	Annexure-4	168-172

- 4.2 The Bidder is expected to examine all instructions, forms, terms and conditions in the Bid Document. Failure to furnish, all information required as per the bid document or submission of bids not substantially

responsive to the bid document in every respect will be at the bidder's risk and may result in rejection of the bid.

5.0 CLARIFICATION OF BID DOCUMENTS:

- 5.1 Prospective bidders requiring any clarification on the Bid Documents shall notify the purchaser on line by using e-procurement web site. <https://eprocure.gov.in/eprocure/app>. The purchaser shall response in writing to any request for the clarification of the bid documents, which it receives latest within 7 days from the date of issue of NIT. The query (without identifying the source) and clarifications by the purchaser shall be posted on e-procurement web site <https://eprocure.gov.in/eprocure/app> for information of all the prospective bidders.
- 5.2 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 the relevant clauses of the bid documents.
- 5.3 The clarification, if any, can also be downloaded from the e-tendering website & bidder is expected to see the e-tendering website for clarification before submitting the bid.
- 5.4 Pre-bid conference, if required, shall be held and minutes will be circulated.

6. AMENDMENT TO BID DOCUMENTS

- 6.1 At any time, prior to the date of submission of bids, the purchaser may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the bid document by amendments.
- 6.2 Amendment shall be displayed on e-procurement website <https://eprocure.gov.in/eprocure/app> and these amendments will be binding on the all bidders.
- 6.3 In order to give prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

C. PREPARATION OF BIDS.

7. DOCUMENTS COMPRISING THE BID:

- 7.1 The bid prepared by the bidder shall comprise the following documents:

- a) Documentary evidence establishing in accordance with clause 2 & 10 of this section indicating that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- b) Bid Security furnished in accordance with clause 12 of this section.
- c) A clause-by-clause compliance of the goods/services offered as per clause 11.2(b).
- d) A bid form and price schedule completed in accordance with clauses 8 and 9.
- e) Other documents as asked in the bid as per check list at Annexure A.

7.2 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. BID FORM:

8.1 The bidder shall complete the Bid form and the appropriate price schedule in the format furnished in the bid documents, indicating the services to be supplied, a brief description of the goods/services, quantity and prices.

8.2 Printed terms and conditions enclosed with the Tender Document will be considered as forming part of the bid. In case terms & conditions of the contract applicable to this bid, as specified in the bid documents are not acceptable to bidders, they should clearly specify the deviations.

9. BID PRICES

9.1 The bidder shall quote the price variation with respect to MTNL base price per unit as per price bid form of section XI, inclusive of all costs and charges including all costs towards Packing, forwarding, freight, insurance, commission, unloading or any other incidental charges excluding GST. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser

Price CIF- Destination or CIF-Destination Price used interchangeably anywhere in this document means price of product inclusive of all costs and charges including all costs towards packing, forwarding, freight, insurance, loading/unloading or any other incidental charges involved

for supplying product at designated place (consignee address) of MTNL but excluding GST, as applicable.

9.2 The supplier shall **quote percentage (%) variation w.r.t. base price per unit as per price schedule given in section XI only for per line per month maintenance charge given at Annexure V-B1 of section V, in schedule of requirement.** The final Base Price per unit (After e-reverse auction if done), CIF-destination (excluding GST credit eligible amount) as per final price variation quoted by the bidder shall remain firm during. The first SIX months of contract and will not be increased at any cost due to increase in labour rates or any other rate and levies etc. After Six months rate will be enhanced by 7% of initial awarded base rate. After completion of 12 months contract there will be enhanced 14% in the initial awarded base rate and so on. Any change in incidental charges will not alter the base price per unit during the contract period. A bid submitted with an adjustable price quotation will be treated as non - responsive and rejected.

- **The % variation w.r.t. base rate for per line per month maintenance charge, arrived after e-reverse auction if done will also be applicable on the provisioning work and additional line items for pillar maintenance rate as defined in annexure V-B2 and V-B3 respectively in Section -V. Charges for provisioning work and additional line items for pillar maintenance will increase by 8% of initial awarded contract rate in second year and 15% of initial awarded contract rate during extended period if any .**
- **The rate for onetime payment for restoration of existing pending cable fault and outdoor line fault is given in Annexure V-B4 will remain fixed during the contract period.**

9.3 “DISCOUNT, if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule of the bid. Bidders offering discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account”.

In addition to above, in case the discount is not quoted in price schedule separately and discount is provided to the purchaser post supply then the same will be considered as value of supply and accordingly 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 debit note against such discount 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.

10 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:

- 10.1 The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, the following documents if applicable or whichever is required as per terms and conditions of bid documents.
- (i) Certificate of incorporation.
 - (ii) Articles or Memorandum of Association or partnership deed or proprietorship as the case may be.
 - (iii) Approval from Reserve Bank of India/SIA in case of foreign collaboration.
 - (iv) Bid Security/EMD.
 - (v) Latest and Valid PF /ESI / GST Registration certificates as on the date of bidding.
 - (vi) ISO Certificate (if available) .
 - (vii) Duly notarized general power of Attorney (on non judicial stamp paper of worth Rs. 100/-) in favour of authorized signatory in case of partnership firm (to be signed by all partners) / proprietorship firm or board resolution in case of a company to sign the bid and bind the bidder. The signatures of authorized signatory must be attested.
 - (viii) Declaration regarding any deviation/ Compliance (clause-by-clause) certificate is to be submitted as per Annexure B.
 - (ix) Documents as per Eligibility Criteria given in Clause no.2 of Section-II.
 - (x) Latest and valid NSIC certificate/ MSME Registration certificate, if applicable.
 - (xi) Valid PAN.
 - (xii) Valid Goods and Services Tax Identification Number (GSTIN) . 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.
 - (xiii) A self-declaration along with the evidence that the bidder is not black listed by GST or erstwhile indirect tax authorities.
 - (xiv) In case the supplier gets black-listed during the tenure of MTNL contract, then in such cases the vendor will indemnity 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.
 - (xv) 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 Rs 75 lakhs annual limit) 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) Documents/ Undertaking in support of meeting the various technical requirements as per Section-VI of the tender document, wherever applicable.
 - (xvii) Bidder should mention the name of Area / Areas in which Bidder has applied.
 - (xviii) 1. 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.
2. An undertaking is to be furnished by the bidder that he would get himself registered with competent authority under the "The Delhi Building And Other Construction Workers' Welfare Cess Act, 1996 in reference to Purchaser as a principal employer within 15 (Fifteen) days of award of work.
 - (xix) 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."
 - (xx) An undertaking that "I/We have all technical/ financial/ manpower resources to complete the allotted works in time as per terms and condition of tender and I/We shall further ensure to maintain the monthly output accordingly. I/We shall arrange more required resources/ manpower as per actual requirement to cope up with the work."
 - (xxi) The tender is covered under the Integrity Pact Program. The bidders participating in the tender shall sign an MOU with the Purchaser as per the MOU document given in Section XVII of the tender document. The bidders can send their grievances to the Independent External Monitors through the Nodal Officer on the following address:
DE (Pers.) , MTNL, CO
Nodal Officer-Independent External Monitoring Cell (IEMC)
6th Floor, Mahanagar Doorsanchar Sadan,
9, CGO Complex, Lodhi Road, New Delhi-110003.
Tel. No. 011-24322529, Fax No. 011-24325576,
E-Mail: noiemc@bol.net.in
 - (xxii) 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) . Mobile telephone number & landline telephone number/ email/ FAX number to contact 24X7 must be furnished in section (VII) Part I.
- 10.2 (i) The bidder shall furnish P & L Account / audited balance sheet as evidence that he has financial capability to perform the contract as per clause no. 2(IV) of Section-II.
- (ii) The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.

(iii) Pursuant to Department of Promotion of Industry and Internal Trade (DPIIT) orders as on date of bid opening. Subsequent guidelines / directives issued by Department of Telecommunications (DOT) and latest update / order on the date of opening of bids shall also be applicable on the participated firms. The firm **shall provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.** They shall also give details of the locations at which local value addition is made OR Self-declaration may also be submitted (as the case may be) as per as mention in Annexure-E. Document in support of PMI clause as mentioned in 10.3 (d) & (e) below.

10.3 Preference to Make in India:

- (a) As notified by Dept. of Telecom through Office Memorandum dated 29.08.2018 i.r.o Public Procurement (Preference to Make in India) Order 2017- Identification of Telecom Products, Services or works reg.,, sufficient local capacity and local competition are available for the tendered item. Accordingly, as per clause 3(a) of DPIIT order dated 16.09.2020, **only class-I local supplier as defined above shall be eligible to bid.**
- (b) The Preference to Make in India (PMI) shall be 100% with required local content of at least 70% for the tendered items i.e. the 100% quantity is reserved for local suppliers who fulfill the PMI (Preference to Make In India) criteria notified by the Govt. of India.
- (c) The Margin of Purchase Preference shall be 20%, the purchase preference shall be given to only class-I local suppliers, however, class-II local suppliers will not get any purchase preference.
- (d) The local suppliers, at the time of bidding or solicitation shall be required to indicate % of local content and **provide self-certification in the format given in Annex-E** that the items offered meets the local content requirement as per DoT notification. They shall also give details of the locations at which local value addition is made.
- (e) In case of procurement for a value in excess of 10 crore, the **Class-I local supplier / Class-II local supplier shall be required to provide a certificate** from the statutory auditor or cost auditor of the company (In case of companies) or from a practicing cost accountant or practicing Chartered Accountant (In respect of suppliers other than companies) **giving the percentage of local content.**
- (f) In compliance to Public Procurement (Preference to Make in India) , Order 2017 dated 16.09.2020 issued by DPITT (Clause 10d- Reciprocity

Clause) & DoT notification dated 19.02.2020, any foreign Govt. which is not allowing Indian suppliers to participate and /or compete in procurement of tendered telecom equipment, the bidders from those country(ies) are not allowed to participate in this tender.

10.4. Pursuant to Office Memorandum No 6/18/2019-PPD, Dated 23.07.2020 issued by Dept. of expenditure i.r.o. Insertion of rule 144 (xi) in the General Financial Rule (GFR) 2017, following provisions shall be applicable in this tender:-

- (1) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent authority as per the said Memorandum.
- (2) **'Bidder' including the term 'tenderer' means any person or firm or company, including any member of a consortium** or joint venture (that is an association of several persons, or firms or companies) , every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- (3) **Bidder from a country which shares a land border with India" for the purpose of this Order means: -**
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated , established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated. established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity ; or
 - f. A natural person who is a citizen of such a country ; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- (4) **The beneficial owner for the purpose of 10.4 (3) above will be as under:**

- I. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s) who, whether acting alone or together. or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a) "Controlling ownership interest" means ownership of or entitlement more than twenty-five per cent. of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders

agreements or voting agreements;

- II. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;
 - III. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - IV. Where no natural person is identified under (I) or (II) or (III) above, the beneficial owner is the relevant natural person who holds the position of senior managing official ;
 - V. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership .
 - VI. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
 - VII. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- (5) In respect of para 10.4(1) to (4) above, bidders are required to submit a certificate/undertaking in the format as per Annexure G.

- 10.5** An undertaking to the effect that the Bidder / Lead Bidder/ Consortium Partners should not be a TSP/ ISP/Mobile Operator/Service providers or JV/subsidiary of any TSP/ISP/Mobile Operator/Service providers thereof except owned by any Central / State Government Organisation in competition to MTNL in Delhi and Mumbai Area.

An undertaking to the effect that the Bidder/Lead Bidder/Consortium Partners will not enter into a similar contract in Delhi and Mumbai LSA with other ISPs /Mobile Service Operator/Basic service operator except owned by any central/state Government during the validity period of contract with MTNL without prior intimation to MTNL.

11. DOCUMENTS ESTABLISHING SERVICES CONFORMITY TO BID DOCUMENTS:

- 11.1 Pursuant to clause 7 above, the bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the bid document of all services, which he proposes to supply under the contract.
- 11.2 The documentary evidence of the services conformity to the bid document may be in the form of literature, drawings, data and he shall furnish.
 - a. A detailed description of the Services, essential technical and performance characteristics.
 - b. A clause-by-clause compliance of all sections including Section-VI, special conditions (Section-IV) , Instructions to bidders (Section-II) and commercial conditions (Section-III) demonstrating substantial responsiveness to the technical specifications and commercial conditions should be submitted with the bid as per Annexure-B.
 - c. In case of deviations, a statement of deviations and exceptions to the provision of the technical specification and commercial condition shall be furnished by the bidder(s) as per Annexure-B. A bid without clause-by-clause compliance of the technical specification (Section-VI) , Instructions to bidders (Section-II) , commercial conditions (Section-III) and special conditions (Section-IV) as per above shall not be considered.
- 11.3 For purposes of compliance to be furnished, pursuant to clause 11.2 (c) above, the bidder shall note that the standards for workmanship, service, material and equipment and reference to brand names or catalogue number, designated by the purchaser in its Technical Specifications are intended to be descriptive only not restrictive.

12. Bid Security

- 12.1 Pursuant to Clause 7, the bidder shall furnish as part of his bid, a bid security in the form of Bank Guarantee, Insurance Surety Bonds, Account payee Demand Draft, Fixed Deposit Receipt or Banker's Cheque for an amount mention in table in section-I, from any of the Commercial Banks. 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", or "WITHOUT LIMIT", or "MORE THAN Rs. 50 LAKHS", the exemption will be limited to Rs.50,00,000/- (Rupees Fifty Lakhs) 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 12.5, 12.6 and 12.7 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 scanned copy of the Bank Guarantee for bid security and NSIC /MSME certificate shall be enclosed by the bidder in its bid and original copy of the Bank Guarantee shall be submitted to AGM (MPL), 8th floor Kidwai Bhawan Janpath New Delhi-110001, before scheduled date and time of opening of the bids.

- 12.2 The bid security is required to protect the purchaser against the risk of bidder's Conduct, which would warrant the security's forfeiture, pursuant to Para 12.7.
- 12.3 The bid security shall be in the form of bank guarantee issued by a scheduled bank in favour of the purchaser, valid for a period of 180-days from the date of tender opening.
- 12.4 The bid not secured in accordance with Para 12.1 and 12.3 shall be rejected by the purchaser being non-responsive at the bid opening stage and return to the bidder unopened.
- 12.5 The bid security of the unsuccessful bidders will be discharged/ returned as promptly as possible, but not later than 30 days after the expiry of the period of the bid validity prescribed by the purchaser pursuant to clause 13.
- 12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the Advance purchase Order (APO)/LOI satisfactorily in accordance with clause 27 and furnishing the performance security.
- 12.7 **The bid security may be forfeited.**
- a) If a bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form or
- b) In the case of a successful bidder, if the bidder:
- (i) Fails to sign the contract in accordance with clause 28; or
- (ii) Fails to furnish performance security in accordance with clause 28; or fails to commence services in terms of P.O; or
- (iii) Is found to give false undertaking as per clause 34 regarding close relatives;
- c) If the bidder is found to use forged, tempered or manipulated documents at any stage ; or
- d) If the bidder is found to be involved into cartel information.

Note:-In all above cases the bidder will not be eligible to participate in any tender of MTNL for One year from the date of issue of APO to successful bidder(s). The bidder will not approach the court against the decision of MTNL in this regard

13. PERIOD OF VALIDITY OF BIDS.

- 13.1 Bids shall remain valid for **150 days** from the date of bid opening prescribed by the purchaser, pursuant to clause 19.1. **A bid valid for a shorter period shall be rejected by the purchaser as non-responsive.**
- 13.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. **A bidder accepting the request and granting extension will not be permitted to modify his bid.**

14. FORMATS AND SIGNING OF BID

The bid shall be typed or printed, numbered sequentially and digitally 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/EMD and Tender Fee to AGM (MPL) , 8th Floor,Kidwai Bhawan,Janpath, New Delhi-110001.

D. SUBMISSION OF BIDS

15. SEALING AND MARKING OF BIDS:

- 15.1 Bids along with documents as indicated in clause 7 &10 shall be digitally submitted in the format prescribed by MTNL. The Supporting documents shall be suitably mapped along with the format.
- 15.2 **Tender Opening:** Tender will be opened online by the designated tender opening committee of MTNL on the schedule date and time of opening of the bids.
The representative of the bidders may attend the bid opening either online after Logging on to the website <https://eprocure.gov.in/eprocure/app> or at MTNL premises.

16. SUBMISION OF BIDS:

- 16.1 Bids must be received by the purchaser at the address specified under Para 14 above, not later than the date and time specified in NIT.
- 16.2 The purchaser may at his discretion, extend this deadline for the submission of bids by amending the bid documents in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 16.3 The bidder shall submit his bid offer against a set of bid documents purchased by him for all or some of the systems/goods as per requirement of the bid documents. He may include alternate offer, if

permissible as per the bid. However, not more than one independent and complete offer shall be permitted from the bidder.

16.4 Bids must be submitted on line on e-procurement website <https://eprocure.gov.in/eprocure/app> within specified scheduled date and time.

16.5 Bidders are requested to submit hard copies in originals of following documents before closing date & time to AGM (MPL) , 8th Floor,Kidwai Bhawan,Janpath, New Delhi-110001.

- (i) Bid Security.
- (ii) NSIC/MSME Certificate (if applicable) ,
- (iii) General Power of Attorney.
- (iv) Indemnity Bond on Rs. 100/- Stamp Paper as per section-X(Duly Notarized) .
- (v) Cost of tender document in DD/Pay order form
- (vi) Signed copy of integrity pact

17. LATE BIDS:

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

18. MODIFICATION AND WITHDRAWAL OF BIDS:

18.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids.

18.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provisions of clause 15. A withdrawal notice may also be sent by e-mail but followed by a signed confirmation copy by post, not later than the deadline for submission of bids.

18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

18.4 In case of withdrawal of bid after deadline for submission of bid, the bidder shall be debarred from participation in MTNL's future tender for the said item for one year.

E. BID OPENING AND EVALUATION:

19. OPENING OF BIDS BY PURCHASER:

19.1 The purchaser shall open bids as per CPP portal. The bidder's representative (maximum two) who chooses 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.

19.2 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.

20. CLARIFICATION OF BIDS:

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

During bid evaluation, seeking shortfall of documents from the bidder(s) shall be allowed against those clauses which have been compiled by the bidder in the bid. However, while seeking shortfall documents from the bidder, following should be ensured:-

- (I) Subsequent document(s) shall not affect the price schedule in any manner.
- (II) The documents relating eligibility shall not be latter than the date of bid opening date.

21. PRELIMINARY EVALUATION:

- 21.1 The 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.
- 21.1. If the sum of components of the unit price adds up to an amount different from the quoted unit price, still the quoted unit price will be taken into account for evaluation. **However, lower of the two prices i.e. quoted unit price or sum of the components of unit price shall be considered for ordering.**
- 21.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and 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 supplier does not accept the correction of the errors, its bid will be rejected.**
- 21.3 Prior to the detailed evaluation, pursuant to clause 22, the purchaser will determine the substantial responsiveness of each bid to the bid documents for purposes of these clauses. A substantially responsive bid is one, which conforms 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.
- 21.4 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.
- 21.5 The purchaser may waive any minor infirmity or non-conformity or Irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder. Any minor infirmity will be identified by the TEC and clarification in this regard may be called for if necessary.
- 21.6 "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 overall bid level.

22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

- 22.1 The purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 22.2 Financial bid will be evaluated only for per line per month maintenance charge and ERA(E-Reverse Auction) will also be conducted on per line per month maintenance charge only.

- The % variation w.r.t. base rate for per line per month maintenance charge, arrived in the above process will also be applicable on the provisioning work and additional line items rate for pillar maintenance as defined in Section -V.
- No financial bid will be called for additional line items for pillar maintenance, provisioning work and one time activity (one time payment) for pending faults, defined in section -V and will not be considered for evaluation of financial bid.

- 22.3 The evaluation and comparison of responsive bids shall be done on the basis of final base price per unit to MTNL excluding GST Credit-eligible Amount rounded off to two decimal digits (as given in price schedule of Column-E of Section-XI of the bid document) . E-Reverse Auction would be conducted on L1 price derived after % increase/decrease on Base price per unit to MTNL as per clause 62 of section IV.
- 22.4 On selection of successful bidder, herein called the contractor, the letter of **intent (LOI) /APO** will be issued to him. The firm work order will be issued by MTNL after the selected bidder deposits the Performance security deposit / Bank Guarantee within the stipulated period. The bidder shall start rendering the service to MTNL within the period prescribed by MTNL in the Work Order. Failure to commence the operations within that date will result in forfeiture of the security deposit.

23. CONTACTING THE PURCHASER:

- 23.1 Subject to clause 20, 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.
- 23.2 **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 shall result in the rejection of the bid.**

F AWARD OF CONTRACT:

24.0 PLACEMENT OF ORDER:

24.1 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 validated by the purchaser or its authorized agency/agencies.

- 24.2 (i) Deleted
(ii) Deleted

25. Deleted

26. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The purchaser reserves the right to accept or reject any bid as per norms and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

27. ISSUE OF ADVANCE PURCHASE ORDER:

27.1 The issue of an advance purchase order shall constitute the intension of the purchaser to enter into contract with the bidder.

27.2 The bidder shall within **14 days** of issue of the APO give his acceptance along with performance security in conformity with the Section-XII of the bid documents.

28. SIGNING OF CONTRACT:

28.1 The issue of purchase order shall constitute the award of contract on the bidder.

28.2 Upon the successful bidder furnishing performance security pursuant to Clause-27 and signing the agreement as per Proforma given at Section –XIII, the purchaser shall discharge the bid security in pursuant to Clause-12.

29. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of clause 28 & 27.2 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security/PBG or both in which event the purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids.

30. QUALITY ASSURANCE REQUIREMENTS:

The supplier shall have Quality Management System supported and evidenced by the following:

- A Quality Policy.
- A management representative with authority and responsibility for fulfilling QA requirements and for interfacing with purchaser in the matters of quality.
- Configuration management and change control mechanism.
- A quality plan for the services
- Periodical internal quality audits.

31. Summary rejection of Bids

While all the conditions specified in the bid documents are critical and are to be complied, special attention of bidders is invited to the following clauses of the bid documents. **Non-compliance of any one of which shall result in outright rejection of bid.**

- (i) Deleted
- (ii) **Clauses 12 & 13.1 of Section II:** Submission of bid /bid security Bank guaranty validity for shorter period of time or Bid security not in the desired format etc. shall be treated as minor infirmity and may not lead to outright rejection of bid. Clarification to this effect may be sought from the concerned bidder(s) during tender evaluation.

However, the bid shall be rejected, if the bidder fails to submit EMD/Bid Security (or MSME/Udyam Registration Certificate) towards claim of exemption from EMD/Bid Security), at all, as per clause 10.5 of Section-II above.

- (iii) **Clause 2 of Section II:** If the eligibility condition as per clause 2 of Section II are not met and/or documents prescribed to establish the eligibility as per Clause 2 of section II are not enclosed, the bids will be rejected without further evaluation.
- (iv) **Clause 11.2 (b& c) of Section II:** If clause-by-clause compliance and deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation. In case of no deviations, a statement to that effect must be given.
- (v) **Section III Commercial conditions, Section IV Special Conditions of Contract & Section VI Technical Specifications:** Compliance if given using ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
- (vi) **Section XI Price Schedule:** Prices are not filled in as prescribed in price schedule.
- (vii) **Section II clause 9.3 on discount of which relevant part is reproduced below:**

"Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".
- (viii) Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31(ii) of Section II and clause 2 (ii) of Section IV 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.

Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.

The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to the competent authority (ED for Units and Director (Tech.) in Corporate Office) as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.

If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to desirous participants to be present on the occasion.

Note* Clause 20 of Section-II will supersede the clause 31 above.

32. Purchaser reserves the right to disqualify the supplier for a suitable period who habitually failed to supply the equipment/services in time. Further, the suppliers whose equipment 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.
33. Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
34. The bidder should give a certificate that none of his/her near relative as defined below is working in the units 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 Govt. of India/Financial Institutions nominees and independent non-official part time directors appointed by Govt. of India or the Governor of the state. Due to any breach of conditions by the company or firm or any other person the tender will be cancelled 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) .

The format of the certificate to be given is as per Annexure C. Indemnity bond on Rs 100/- stamped paper should be submitted as per format in Section X.

- 35. Bidders are hereby cautioned that any attempt for cartel formation will be viewed seriously and may at the discretion of purchaser, lead to cancellation of tender. Purchaser in its discretion may decide to black listing or debarring these bidders besides taking other punitive measures. Decision of purchaser in this regard shall be final and binding.
- 36. Different firms or companies having any common partner(s) / Director(s) or one firm being subsidiary or holding company of the other are not permitted to quote for more than one tender offer. In case more than one offer is received from such bidders, then all such offers except with the Lowest quote shall be rejected summarily.
- 37. In case more than one offer for any tendered item is received from the same bidder, then all such offers except with the Lowest quote shall be rejected summarily.
- 38. Genuineness of the papers is the responsibility of the bidder, if at any stage it is found that the documents 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 Performance Security and/or debarring/blacklisting from participation in any of the tender of MTNL for at least one year.
- 39. If any fraud, misappropriation of funds/stores is detected on part of the bidder at any stage, the bid or work order/Purchase order issued to the bidder is liable to be cancelled and further necessary action against the bidder will be taken.
- 40. **Corrupt or Fraudulent Practices**
 - (a) The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, the Purchaser may reject a bid without being liable in any manner whatsoever to the applicant/bidder if it determines that the applicant/bidder has, directly or indirectly or through an agent, engaged

in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process.

- (b) Without prejudice to the rights of the Purchaser under clause (a) above, if any bidder is found by the Purchaser to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding process, such bidder shall not be eligible to participate in any tender issued by the Purchaser during a period of 2 (two) years from the date such bidder is found by the Purchaser to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

Interpretation: The instructions, terms and conditions mentioned in this Section II are to be read along with other provisions, terms and conditions stipulated elsewhere in the Tender document.

Section-III

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

The general conditions shall apply in all contracts, made by the purchaser for the procurement of goods / services.

2. STANDARDS

The goods or services supplied under this contract shall conform to the standards mentioned in the technical specifications.

3. PATENT RIGHTS

The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods / services .or any part thereof in Indian Telecom Network.

4. PERFORMANCE SECURITY

4.1. Within **14 days** after the supplier's receipt of the Advance Work Order /letter of intent the supplier shall furnish performance security to the purchaser for an amount of 5% of contract value(inclusive GST @18%) unless stated otherwise in LOI/A.W.O 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' or without limit or more than Rs.50,00,000/-(Rs. Fifty Lacs) , the exemption will be limited to Rs.50,00,000/- (Rupees Fifty Lacs) only as per existing policy of MTNL. A proof regarding current registration with NSIC for the TENDERED ITEMS will have to be attached along with the bid.

4.2. The performance guarantee shall remain with MTNL and will be discharged after completion of contractual performance obligations.

If the bidder fails or neglects any of his obligations under the contract. it shall be lawful for the MTNL, New Delhi to forfeit either whole or any part of the performance guarantee furnished by the bidder due to non performance of the successful bidder beside any other legal remedy available to MTNL.

The proceeds of the performance security shall be payable to the purchaser for the supplier's failure to complete its obligations under the contract without prejudice to MTNL's right to take other remedies actions.

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 an 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.

- 4.3. PBG shall be normally valid to cover the contract period, any Extension in work order, warranty period PBG shall be extended for another twelve months to facilitate issuance of NOC from the user unit. The PBG shall be liable to be released to the supplier after NOC is issued. User Unit shall be responsible to issue instructions for withholding of PBG if required before expiry of the period. In the instant case PBG should be valid for Three & Half years from the date of signing agreement.
- 4.4. The performance security bond shall be in the form of a bank guarantee issued by a scheduled bank and in the form provided in the Section-XII of bid documents.
- 4.5. The performance security will be discharged by the purchaser after completion of the supplier's performance obligations within a period of Twelve months of the successful completion of contract period, unless there are specific instructions from the user Unit not to release the B.G.
- 4.6. MTNL shall not be liable to pay any interest on security money deposit.

5. INSPECTIONS AND TESTS

- 5.1. The purchaser or his representative shall have the right to inspect and test the services and material for their conformity to the specifications either on its own or through third party. All required testing instruments, test gadgets including access to drawings and production data of material shall be furnished to inspector at no charge to the purchaser.
- 5.2. If any Services/material or any part thereof, fails to fulfill the requirements of the contract, the inspector shall give the contractor/supplier notice in addition to penalty deduction as defined under SLA setting forth details of such failure and the supplier, shall make the defective Services, or alter the same to make it comply with the requirements of the contract forth with. The supplier free of all charges at site shall make the replacement of defective materials. Should it fail to do so within the stipulated time, the purchaser reserves the discretion to reject and replace at the cost of the supplier the whole or any portion of the services as the case may be, which 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.
- 5.3. Nothing in clause 5 shall release the supplier from any obligations under this contract.
- 5.4. Inspection and testing shall be as per provisions in the General Specifications.

6. DELIVERY AND DOCUMENTS

Delivery of the services and documents shall be made by the supplier in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contracts. The delivery of the equipment/good/Services shall be to the ultimate consignee as given in the purchase order/Work Order.

7. THE PERIOD OF CONTRACT, PROVISION OF EXTENSION

A. Period of Contract

The contract shall remain in force for a period of Two years from the date of **issue of P.O. that constitute the award of contract** on which agreement is entered into. The rates finalized shall remain firm and valid during contract period and extension thereof. The Purchaser shall reserve the right to terminate the contract at any time during the contract without assigning any reason by giving 90 Days notice in writing to the contractor at his last known place of business. The contractor shall not claim any compensation for such termination. **The contractor may opt to terminate the contract after 12 months from the date of commencement of operations under this Tender by giving Six (6) months (180 days) notice after 12 months from the date of commencement of operations in writing to MTNL and citing reasons.**

MTNL will retain the notice period of 6 months for the vendor exit with following provisions in order to safeguard the MTNL's interest

- ***During the Notice period from Vendor, the vendor shall meet all the SLA parameters***
- ***MTNL also reserves the right to further reduce the notice period for vendor's exit to 3 months, even if vendor meets SLAs. This exit will be without forfeiture of PBG.***
- ***If vendor does not perform during the notice period and/or unable to meet SLAs, MTNL reserves the right to terminate the contract and forfeit PBG along with application of maximum penalty for not meeting SLA.***
- ***Vendor exercising the Exit Clause will not be eligible to participate in future tender for same area/zone for one year from the date of notice.***

B. Provision of Extension

- (i) The contract can be extended up to 1 year at the mutual consent (MTNL will ask consent six month in advance) at 28% higher rate than the Initial awarded contract rate for maintenance work for first six months of the extended period and thereafter 35% of the initial awarded rate.
 - (ii) Charges for provisioning work will increase by 15% of initial awarded rate during extension period.
 - (iii) The rate for additional line item rate for pillar maintenance will be enhanced by 15% w.r.t. initial awarded rate during extension period.
- However, these 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.

8. PAYMENT TERMS

- a. *The Vendor should submit the invoice to the officer designated by Area GM.*

The charges for provision of new connection (LL, BB, ISDN, LEASE Line) shall be based on the number of new connection provision during the month. Provisioning charges for the new connections shall be payable on monthly basis (for connections provided in January 2020 month will be counted in January 2020 for provisioning charges) . However, the new connection (except for casual or temporary connection) should work for at least 3 months after opening, else the provisioning charges paid against that connection to the Vendor will be recovered by MTNL in subsequent billing cycle.

- b. For the purpose of invoice preparation for maintenance charges, Number of working connections in an area shall be taken equal to the average of number of active connection on the first and last day of billing month.

Four Proforma invoices will be generated i.e. Invoice Proforma for Maintenance charges, Invoice Proforma for Provisioning Charges, Invoice Proforma for pillar maintenance and Invoice Proforma for restoration of existing pending cable faults / outdoor faults as one time activity.

- c. 100% of the net payment of the monthly invoices after deduction of penalty, if any, shall be paid on submission of invoices by the vendor.
- d. (i) MTNL will endeavor to release payment within 30 days provided the invoices submitted are complete, correct and without any defects.
(ii) MTNL will also endeavor to utilize the digital payment channel to the extent possible.

- 8.1. (I) Deleted
(II) Deleted

- 8.2. For claiming this payment the following documents are to be submitted to the paying authority.

- (i) Invoice clearly indicating break up Price CIF-destination and GST.
- (ii) Copy of Work Order
- (iii) Working numbers as per 8(b) and new provisioning as per 8 (a) duly certified by consignee
- (iv) Proof of service offered (certificate of nodal officer of the area) .
- (v) Penalty clearance certificate from consignee.
- (vi) Vendor shall give a certificate that all labour laws are complied with and MTNL will be indemnified by vendor in case of any breach.
- (vii) Proof of payment of GST, if applicable.

- 8.3. No payment will be made for services rejected on testing.

- 8.4. Payment to contractor will be made through ECS/EFT by paying Authority of the unit concerned Hence the bidder has to furnish the following details

- (i) Name of Bank (ii) Branch name & address
- (iii) Banks 9 digit code and branch MICR no. (iv) Account No.
- (v) Type of account (vi) RTGS/IFSC no.

8.5.

- (i) Necessary declaration, statutory forms (if any) shall be provided by MTNL to avail concessional rate of tax wherever applicable.
- (ii) No payment will be made for goods/Services rejected at the site on testing. For goods rejected at the site on testing the credit note shall be issued by the supplier, failing which the purchaser shall adjust the amount to be recovered by issuing an invoice/debit note for the corresponding amount at the risk and cost to the supplier including applicable GST, if any.
- (iii) Payment of GST/Custom duty shall be released on production of necessary supporting documents i.e. GST/customs invoices etc. If the supplier fails to furnish necessary supporting documents i.e. GST invoice/Customs invoices etc., 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.
- (iv) 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.
- (v) 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.
- (vii) 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 before delivery of Goods/Services (raising invoice against delivery of Goods) , 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.
- (viii) 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.

- (ix) TDS/ TCS shall be deducted at the prescribed rate, if any (as the case may be)

9. PRICES

- 9.1 (i) (a) Price charged by the supplier for goods delivered and services performed under the contract shall not higher than the prices quoted by the supplier 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.
- 9.1 (ii) (a) The final Base Price per unit (After e-reverse auction is done) i.e. initial awarded rate, CIF-destination (excluding GST credit eligible amount) as per final price variation quoted by the bidder shall remain firm during the first SIX months of contract and will not be increased at any cost due to increase in labour rates or any other rate and levies etc. After Six months rate for maintenance work will be enhanced by 7% of initial awarded base rate. After completion of 12 months contract there will be enhanced 14% in the initial awarded base rate and so on.
- Any change in incidental charges will not alter the base price per unit during the contract period. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- (b) Charges for provisioning work will increase by 8 % of initial awarded rate during 2nd year and 15% of initial awarded rate during extension period.
- (c) The rate for additional line item rate for pillar maintenance will be enhanced by 8 % of initial awarded rate during 2nd year and 15% w.r.t. initial awarded rate during extension period.
- (d) 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.
- (e) Any increase in taxes and other statutory Non- Creditable duties / levies after the expiry of the delivery date shall be to the supplier's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier. The revision of creditable duties (both increase & decrease) shall be allowed while reimbursing the same in extended delivery period.
- While placing order for overflow/add on quantity the price offered will be based on current tender price with budgetary reduction if any OR new tender price whichever is lower.

- (f) Any change in minimum wages and other allowances with respect to contract labor law as per government order shall not affect the price during contract period including extension.

- 9.2 (i) Vendors should furnish the correct HSN/SAC classification under F/Customs tariff Head 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/Tariff Head or any other reason, then the vendors will refund such non-admissible amount, if already paid along with penalty if 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 vendors 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 supplier 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 vendors 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/SAC Tariff Head from the GST/Customs authority where the HSN/SAC Tariff Head 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/Customs Tariff notifications.
- (iv) The Unit prices of items for any requirement for add-on orders shall remain firm. The duties/taxes shall be paid as per rates applicable at the time of placement of add-on orders (Both Creditable & Non-Creditable) .

10. CHANGES IN PURCHASE ORDERS

The purchaser may, at any time, by a written order to be given to the Supplier, **enhance the scope of work with mutual consent with the vendor**, within the general scope of the contract in any one or more of the following:

- a) Specifications, where services to be furnished under the contract are to be specifically provided for the purchaser;
- b) The place of delivery; or
- c) The services to be provided by the supplier

If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract, and 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 his clause must be made within 30-days from the date of the receipt

of the change in order. Decision of MTNL in this regard shall be final.

11. SUB-CONTRACTS

The bidder/vendor 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.(A) DELAYS IN THE SUPPLIER'S PERFORMANCE

1. Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the MTNL in its purchase order . In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right either to short close/cancel this purchase 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 MTNL reserves the right to get the balance work done and/or obtain services at the risk and cost of the defaulting contractors.
2. Delay by the Supplier in the performance of its delivery obligations shall render the Supplier 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. Penalties shall be levied for not meeting SLA as defined in the clause 47 of the special condition of the contract under Section IV.
3. (a) If at any time during the performance of the contract, the supplier encounters condition impeding timely delivery of the goods and 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 of the contract subjected to furnishing of additional bank guarantee, in the format provided in section-XII by the supplier @ 5% of the total value of the PO. However Extension will not be given except in exceptional circumstances as the services asked in this tender are of major essence.

(b) The contractor has to submit their request for extension along with the required additional BG, undertaking as per Clause 18.2 Section-III(Fall Clause) . The decision regarding extension shall be communicated within two weeks of the receipt of request. Extension shall not relieve the contractor from penalty imposition.
- ~~4. deleted~~
5. If the supplies are not completed in the extended delivery period, the purchase order shall be short-closed and both the Performance securities shall be forfeited.

12(B)**Liquidated Damages**

1. Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the supplier agrees to pay in the event of delay in start of work/services, delivery of stores, installation, commissioning, breach of contract etc. as the case may be. Liquidated Damages is not a penalty but is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by the purchaser on account of delay/breach on the part of the supplier.
2. The date of start of work stipulated in the acceptance of the tender should be deemed to be the essence of the contract and work in all telephone exchange area must be started no later than the dates specified therein. Extension will not be given except in exceptional circumstances subject to conditions as enumerated in the contract/tender including levying of Liquidated Damages in terms of Clause 12(B) (3) below:
3. While granting extension of delivery period as per clause 12A, the liquidated damages shall be levied as follows:
 - (a) Should the vendor fail to deploy maintenance teams and start the work in all Telephone exchange area as per scope of work in P.O. within 07 days of issue of PO, the purchaser shall be entitled to recover Liquidated Damages @ 1.0% of the value of the purchase order for each week of delay for first four week thereafter 2% of the value of PO for each week of delay for next four week.
 - (b) DP extension beyond 8 weeks would not be generally allowed. The extension beyond 8 weeks may be decided in most exceptional circumstances on case to case basis, by the Executive Director, or any other officer, looking after the work of Executive Director/CGM concerned, stating reasons and justifications for grant of extension of delivery period beyond 8 weeks.
 - (c) Quantum of liquidated damages assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the supplier, further the same shall not be challenged by the supplier either before Arbitration tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be referable to arbitration.
 - (d) The total value of the liquidated damages as per above sub-clauses shall be limited to a maximum of 10% (Ten percent) i.e. LD shall be levied up to 8 weeks only as per provision at Para (a) . After 8 weeks contract termination clause with PBG forfeit will applicable and other action as per terms of this tender.
 - (e) The Liquidated Damages shall be calculated on the all inclusive contract value of two years but excluding GST and other creditable taxes

4. L.D. shall be levied only for delay in initial start of work in all exchanges area as per scope of work in P.O. Once work is started, penalty shall be levied as per clause 47 of the Section-IV of the tender for not meeting SLA. .
5. Notwithstanding anything contained in this Agreement or any other agreement between the parties, the Purchaser may, without prejudice to its right to effect recovery by any other method, deduct the amount of Liquidated Damages from any money belonging to the supplier in its hand in relation to this or any other contract between the parties (which includes purchaser's right to claim such amount against invoices raised by the supplier or Bank Guarantees submitted by the supplier under this Contract or any other contract) or which may become due to the supplier. Any such recovery of Liquidated Damages shall not in any way relieve the supplier from any of its obligations to complete the Works or from any other obligation and liabilities under the Contract.
6. To facilitate recovery of Liquidated Damages from the invoices raised by the supplier, 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, interest and penalty, if any.

13.FORCE MAJEURE

If, at anytime, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (herein after referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

14.(A) TERMINATION FOR DEFAULT

1. The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part.
 - a. If the supplier 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 12A.
 - b. If the supplier fails to perform any other obligation(s) under the contract, and
 - c. If the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.
2. In the event the purchaser terminates the contract in whole or in part, pursuant to Para 14.1 the purchaser may procure, upon such terms and in such a manner as it deems appropriate, services similar to those undelivered and the supplier shall be liable to the purchaser for any excess cost for such similar goods. However, the supplier shall continue performance of the contract to the extent not terminated. The purchaser may, without its other rights under law or the contract provided elsewhere, purchase the balance quantity of the services at 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.
3. Quality assurance conducting agency while clearing the services will strictly adhere to the package discipline as described in work order services made in full, as per purchase order, of all the packages during work order period only will be deemed to have been supplied within the scheduled delivery period.
4. If the contract gets terminated, the PBG/Security Deposit furnished by the contractor will get forfeited and the contractor shall not be eligible to participate against the Tender in question in MTNL Delhi unit for such period as may be decided by the Purchaser. The termination of Contract under this clause shall be without prejudice to the right to impose penalty under section IV.

Firms registered with NSIC / Udyog Adhaar shall note that in case they fail to complete the allotted work within the stipulated completion period or extended period as the case may be, their performance will be noted in the performance register of MTNL and also shall be

notified to NSIC / Udyog Adhaar besides taking recourse to other circle & criminal and other rights and also other punitive measures.

14.(B) Blacklisting of Contractor

Without prejudice to its rights under section IV regarding penalties, the Purchaser shall be entitled to blacklist the Contractor upon occurrence of all or any of 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 Purchaser and/or;
- (iii) If the Contractor demands undue changes not stipulated in the Contract and/or;
- (iv) If any person connected with the Purchaser or any official drawing salary from the Purchaser 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 Purchaser or to any official drawing salary from the Purchaser and / or;

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 Purchaser.

Penalty/Liquidated Damages imposed by the Purchaser will be final and shall not fall under the Arbitration clause.

15. TERMINATION FOR INSOLVENCY

The purchaser may, at any time, terminate the contract by giving written notice to the supplier, without compensation to the supplier, if the supplier becomes unwilling, bankrupt or otherwise insolvent, as declared by the competent court 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.

16. DISPUTE RESOLUTION, ARBITRATION, APPLICABLE LAW AND JURISDICTION

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, in that event, such disputes or differences, whatsoever arising between the parties in respect of this Agreement/contract shall be referred to Arbitration, unless the matter is time barred as per the Limitation Act, in accordance with the following provisions:

- (a) For this purpose the Purchaser/MTNL 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.

(b) 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 a panel of three Arbitrators.

(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 along with the letter invoking the Arbitration. The other Party shall convey its consent for the one name as an Arbitrator out of three names 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 one name from the aforesaid Panel, as its Nominee, along with the letter invoking the Arbitration. The other Party shall also 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) Thereafter, the appointment order of the sole arbitrator/panel of three Arbitrators will be issued by ED Delhi, MTNL or any other officer on his behalf. In case, the office of ED Delhi, MTNL becomes non-existent due to restructuring or any other reason whatsoever, the officer who shall look after the works of ED Delhi shall issue the appointment order.

(f) Payment terms for Arbitration fees and transport allowance will be as per the MTNL guidelines. Other arbitration proceedings shall be in accordance with the Arbitration and Conciliation Act 1996, as amended from time to time, and the rules made there under shall be applicable. The Arbitration proceedings shall be held in Delhi.

(g) In the event of such an Arbitrator, 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 hereinabove. The person(s) so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

(h) No person other than the Empanelled Arbitrators of MTNL shall be appointed as an Arbitrator to adjudicate the dispute.

(i) The Arbitration proceedings shall be in English language.

(j) 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 Delhi.

ARBITRATION CLAUSE- FOR COMMERCIAL CONTRACTS WITH OTHER CPSES AND GOVERNMENT DEPARTMENTS/ ORGANISATIONS.

“In the event of any dispute or difference relating to the interpretation and application of the provisions of this Commercial contract(s) / agreement, between the Central Public Sector Enterprises (CPSEs) / Port Trust Inter se and also between CPSEs and Government Departments/Organisations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments) , such dispute or difference shall be taken up by the either party for resolution through AMRCD as mentioned in DPE OM No. 4(1) /2013-DPE(CM) /FTS-1835 dated 22/05/2018”.

The court at Delhi shall have the exclusive Jurisdiction to entertain any dispute or claim arising out of contract.

17. SET OFF

Any sum of money due and payable to the supplier (including security deposit/ PBG 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 supplier against any other contract, the Purchaser reserves the right to recover the claims from the Invoices raised by the supplier for which 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.

18. Fall Clause

18.1.The prices will be governed as per provisions in Clause 9 of Section-III. Further, if at any time during the contract ;

(a) It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/service;

And/Or

(b) The prices received in a new tender for the same or similar equipment/ service are less than the prices chargeable under the contract.

The purchaser, for the purpose of delivery period extension, if any, will determine and intimate the new price, taking into account various

related aspects such as quantity, geographical location etc. and the date of its effect for the balance quantity/service to the vendor. In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and the purchaser reserves the right to purchase the balance unsupplied quantity/service at the risk and cost of the defaulting vendor besides considering the forfeiture of his performance security and Additional Bank Guarantee.

18.2. **(a)** The vendor while applying for extension of time for delivery of equipment/ services, if any, shall have to provide an undertaking as “We have not reduced the sale price, and/or offered to sell the same or similar equipment/service to any person/organization including Department of central/state Government or any central/state PSU at a price lower than the price chargeable under the contract for scheduled delivery period.”

(b) In case undertaking in Clause 18.2 (a) is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.

19. GST Invoice

Tax Invoice terms:

- (a) All the details of supplier (name, address, GSTIN/ unregistered supplier, 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, MTNL shall convey the same within a reasonable time to enable the supplier to issue credit note and take tax adjustment. In case supplier fails to raise credit note in time than MTNL shall be authorised to raise a debit note against such L.D. charges plus applicable GST. Such credit/debit note shall be issued before September 30th of following end of financial year in which such supply was made.
- (d) It would be the responsibility of the supplier 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 supplier, the same would be recovered by MTNL from the supplier. along with the applicable interest and penalty, if any.
- (e) Registered location of the both the parties i.e. MTNL and supplier should be mentioned in the agreement with GSTIN No. Further, supplier should raise invoices at the registered premise of MTNL for availing credit.

- (f) MTNL could at any time instruct the supplier to raise its invoices at a particular location of MTNL
- (g) Supplier should raise invoices at the registered premise of MTNL for availing credit and ensure that the place of supply as per GST law is same as registered premise. It shall be the responsibility of supplier to raise invoice within the prescribed timelines
- (h) Deleted.
- (i) In case of supply of goods, place of supply shall be every such place where goods are delivered. Even in a scenario wherein goods are collected by MTNL from vendor's warehouse/factory gate, the place of delivery shall be the location(s) of MTNL as mentioned in the PO.
- (j) "It shall be the responsibility of the supplier to mention State of place of supply of goods/ services in the invoice issued to MTNL."

20. GST compliances

- (a) It is the responsibility of the supplier 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 supplier.
- (b) Reporting of correct outward supply by supplier in the outward return (GSTR-1) is the responsibility of the supplier. Supplier 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 issued by MTNL should be referred by supplier for capturing information on the invoice.
 - (3) Supplier 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 supplier 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 supplier within the time limit prescribed under the GST law. It should be noted that in case supplier does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit and interest paid (if any) would be recovered from the supplier.
 - (5) In case of mismatch because of supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify MTNL for the losses of credit and interest paid due to mis-match.
 - (6) Supplier 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 supplier would be recovered from the supplier along with any applicable interest or penalty if any as applicable by GST law.
 - (7) A self-declaration along with evidence that the bidder is not black listed by GST authorities. In case the supplier gets black-listed during the tenure of

MTNL contract, then indemnity clause 20 shall be applicable to ensure that no loss of credit is borne by MTNL due to a default of supplier.

21. Tax Indemnity clause

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

22. Movement of goods

It shall be supplier'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 supplier 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 supplier's premises for repairs) from supplier'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/supplier, the supplier is required to select the transporter who can issue an E-way bill (wherever applicable) as per GST law.

23. Protective clause

- (i) The Purchaser reserves the right to disqualify such bidders who have a record of not meeting the contractual obligation in respect of previous or existing contracts entered into with the Purchaser.
- (ii) The Purchaser reserves the right to check the veracity of documents furnished/ endorsed by the bidder. If upon such verification, any document/statement is found to be forged or wrong, the Purchaser shall be entitled to reject the bid submitted by the concerned bidder and forfeit its performance security and also blacklist the concerned bidder. Decision of the Purchaser in this regard will be final and binding on and not challengeable by, the bidder.

24. INDEMNITY

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

whatsoever in respect of or in relation thereto except any compensation or damages for or with respect to:

- (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 or maintenance of the works in accordance with the Contract.
- (d) Injuries or damage to persons or property resulting from any act or neglect of the purchaser, his agents, servants or other contractors, not being employed by the

25. RELATIONSHIP

25.1. This Agreement is on a principal-to-principal basis and does not create any employee- employer relationship between the parties. Service Provider and/or its employees/personnel, agents and representatives shall provide services as independent entity and nothing contained herein shall be deemed to create any partnership or joint venture between the Parties or a merger of their assets or their fiscal or other liabilities or undertakings or create any employment or relationship of principal and agent between MTNL and contractor and/or its representatives, employees and agents. Persons employed by Service Provider will be under the sole and exclusive direction and control of contractor and shall not be considered employees of MTNL for any purpose. The contractor should have all the necessary licenses (including labour licenses) and should have all requisite manpower and adequate financial resources to fulfill all of its obligations set out in this Agreement, to the complete satisfaction of MTNL.

25.2. At no time shall Contractor represent to any third party that the scope of its association with MTNL extends beyond the scope of this Agreement. Persons employed by Service Provider will be under the sole and exclusive direction and control of contractor and shall not be considered employees of MTNL for any purpose.

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 Bid Security as prescribed in clauses **12** of Section II of the bid document shall be submitted to AGM(MPL) , 8th Floor, Kidwai Bhawan, Janpath, New Delhi-110001 before the scheduled date & time of opening of bids in a separate cover. This cover should be superscripted as “**BID SECURITY FOR TENDER ENQUIRY** No. 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** pursuant to Clause 31 (viii) Section-II.
- (iii) Bids along with required documents shall be submitted on-line before the due date and time of submission of the bids. Bidders are advised to familiarize themselves adequately with the e-tendering system on website <https://eprocure.gov.in/> well in advance, to avoid last minute technical glitches/errors preventing successful uploading of bid within specified time frame.
- (iv) In case at any stage, if it is found that the document in support of qualification to tender conditions is forged or tampered with or manipulated to take undue advantage, then the concerned bidder shall be liable for **forfeiture of Performance Security and/or debarring/blacklisting from participation in any of the tenders of MTNL for at least one year.**
3. (i) Deleted
- (ii) In the event of any of the eligible bidder(s) not agreeing to work or not being considered by MTNL for ordering the work, inter-se ranking of the bidders below the aforesaid bidder(s) will be recast to fill up the vacated slot(s) .
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- Bid Form (Part-A) and Form–A (PART-B) should form part of techno-commercial bid as per Section VII.
6. In case of any discrepancy between soft and hard copies of the bids, the contents and Details available in soft copy of the bid will prevail. Hard copy shall be open in case of crash in online system.
7. In case of any discrepancy between words and figures, the amount indicated in words will prevail.
8. Deleted.
9. The complete eligibility shall be considered only at the time of evaluation of techno-commercial bids. Even opening of financial bid also does not

- confer any special right on the bidder to claim for award of contract or work order.
10. Canvassing in any form is forbidden and will lead to disqualification.
 11. The genuineness of all the documents and information is the responsibility of the bidder. If at a later date, even after placement of P.O. it is found that any document /information furnished by the bidder is incorrect or incomplete the Purchaser shall be entitled to terminate the Contract and take further action against the bidder.
 12. If any fraud or misappropriation of funds/materials is detected at any stage, the Purchaser shall be entitled to terminate the Contract and take further action against the bidder.
 13. Different firms or Companies having any common Partner(s) or Director (s) are not permitted to Quote for more than one offer. In case more than one offer received from such bidders, than all such offers except-with Lowest quote shall be rejected summarily.
 14. In case of any discrepancy in the translation of any document between English and other languages, the English translation shall prevail.
 15. The Lowest price/counter offered price shall be given for ordering.
 16. Bidders are required to submit Bank Account Details as per ECS (Model Mandate Form) enclosed as Section XVI duly certified by Bank along with copy of cancelled cheque.
 17. For goods / services any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the contractor's account. However benefit of any decrease in duties/levies shall be passed on to the purchaser by the contractor.
 18. In case more than one offer/bid for tendered work is received for one particular GM(area) from the same bidder then all such offers/bids except with the Lowest quote shall be rejected summarily.
 19. 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 should submit their **latest & valid NSIC Certificate** and documents in respect of their monetary limit and financial capability.
 20. The **MSEs (Micro & Small Enterprises) units**/bidders registered with MSME bodies shall be given exemption from payment of Tender Document Fee/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.
 21. **It is mandatory for all MSE bidders to declare their UAM number on CPPP (Central Public Procurement Portal) , failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for MSEs order, 2012 for tenders invited electronically through CPPP.**
 22. "MTNL at its discretion can call for the documents in Physical form (in Original) which were uploaded along with the bid at any time to verify the genuineness of the documents".

23. It is clearly understood that the successful bidder for the purpose of this Contract is an independent employer and all persons employed or engaged by the successful bidder in connection with the obligation under this contract shall be successful bidder's employees and liability in all respects implied or expressed and/or at no given time or date shall the said employees/workmen can ever be treated as employees/workmen employed under MTNL either directly or indirectly.
24. An undertaking to the effect that the Bidder / Lead Bidder/ Consortium Partner should not be a TSP/ ISP/Mobile Operator/Service providers or JV/subsidiary of any TSP/ISP/Mobile Operator/Service providers thereof except owned by any Central / State Government Organization in competition to MTNL in Delhi and Mumbai Area."
25. The Bidder/Lead Bidder/Consortium Partners will not enter into a similar contract in Delhi and Mumbai LSA with other ISPs /Mobile Service Operator/Basic service operator except owned by any central/state Government during the validity period of contract with MTNL without prior intimation to MTNL.
26. (a) The contract will be initially for a period of TWO years extendable up to another ONE year on the same terms & conditions. It will be binding on bidder /supplier to meet out MTNL`s any such requirement or all such or similar requirement. However, MTNL reserves the right to terminate the contract after giving a written notice of 90 days in advance without assigning any reason. The contractor shall not claim any compensation for such termination. The contractor may opt to terminate the contract after 12 months from the date of commencement of operations under this Tender by giving Six (6) months (180 days) notice after 12 months from the date of commencement of operations in writing to MTNL and citing reasons.
26. (b) SDE (admin) or any SDE designated by Area GM(unit) to be nominated as Principal Employer for tender operations in respective area.
27. The successful bidder/contractor shall ensure that adequate training to meet the requirement of MTNL is invariably imparted to all staff so as to promote amongst them the sense of duty, discipline and sense of cordial relation with customers and staff either on his own or through any other training institute without extra payment by MTNL
28. In case new tender is opened during extended period of tender and prices in new tender are found to be lower than this tender, then the lower of two shall be applicable for the supply of the tendered item/items w.e.f. the date of opening of financial bids of the new tender.
29. The successful bidder shall not at any time do, cause or permit any nuisance in area of work in MTNL office or do anything which shall cause unnecessary disturbance or inconvenience to MTNL or occupant of office/premises near the work area and to the public in general. If any worker/supervisor is found creating any nuisance. Successful bidder shall remove the same person immediately.
30. The successful bidder/contractor shall be responsible for any claim filed

by the workmen under workmen compensation Act and also responsible for any legal cases filed by his employees engaged for executing this contract during the contract period.

31. In the event of the contractor, winding up his company on account of transfer or merger of his company with any other, the contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagement of the contractor under this contract and be subject to his liabilities there under.

32. **TAXES AND DUTIES**

Save as specified under the contract, contractor shall pay all levies, fees royalties, statutory taxes and duties payable including EPF & ESI or arising from out of, by virtue of or in connection with and/or incidental to the contract or any of the obligations of the parties in terms of the contractor documents and/or in respect of the works or operations or any part thereof to be performed by the contractor and the contractor shall indemnify and keep indemnified the MTNL from and against the some or any default by the contractor in the payment thereof. MTNL will not be responsible for any payment except all inclusive unit price quoted in the price bid and accepted in the P.O.

33. **Deleted.**

34. **Interpretation of the contract document**

The representative of the MTNL and the contractor shall in so far as possible by mutual consultation, try to decide upon the meaning and intent of the contract document. In case of disagreement the matter shall be referred to GM(MM) whose decision shall be final. Any change in the contract documents shall be set forth in writing by the representative of the parties hereto. It shall be the contractor's responsibility to thoroughly familiarize all of his supervisory personnel with the contents of all the contract documents.

35. **Notification**

The contractor shall give in writing to the proper person or authority with a copy to MTNL such notification as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and/or completion of the contracted work. All notice shall be given sufficiently in advance of the proposed operation to permit proper co-relation of activities and the contractor shall keep all proper persons or authorities involved and advised of the progress of operations throughout the performance of the work and/or with such other information and/or supporting figure and data as may from time to time as directed or required.

36. **MTNL INSTRUCTIONS**

MTNL may, in its absolute discretion, from time to time, issue further drawings and/or instructions, details, directions, modifications, Variations, specifications and explanations etc; which are collectively referred to as MTNL's INSTRUCTIONS.

37. **CONFIDENTIALITY CLAUSE**

- (i) MTNL will share drawings to the Contractor wherever possible for their reference and to understand the route. Contractor has to inform & update the as built as and when any rectification is done in the particular route. The technical information, drawings, specifications and other related documents forming part of the tender or the contract are the property of the MTNL. All rights including rights based on prior user, copyrights and rights in the event of grant of a patent and registration of designs are reserved exclusively by MTNL.
- (ii) In the event of any breach of this provision, the Contractor shall indemnify MTNL from any loss, cost or damage or any other claim whatsoever from MTNL's collaborators and/or any other parties claiming from or through them or from any other party in respect of such breach.
- (iii) The contractor shall sign Non disclosure agreement as per Section-XVIII before execution of work

38. **MATERIALS SUPPLIED BY THE MTNL:**

The list of material available with MTNL will be shared with the vendor. Vendor may get it issued **from designated area store; it will be on Current market value/book value** whichever is higher on mutual consent. Transportation of such material is to be done by vendor at its own cost. This material cost will be adjusted against the due payment to the contractor.

The material supplied by MTNL on cost basis should be reconciled on weekly basis and must be approved by officer not below the rank of Area Manager and must be signed by area coordinator appointed by vendor. The total value of such material must be adjusted in the invoice of the same or latest by next month.

39. **TOOLS, PLANTS, MATERIALS AND EQUIPMENTS SUPPLIED/TO BE PROVIDED BY THE CONTRACTOR**

- 39.1 The contractor shall provide at his own cost all tools, plants appliances, implements, measuring instruments etc. required for proper execution of works. The contractor shall also supply without extra charges the requisite number of persons with the means and materials necessary for the purpose of setting out works, counting, weighing and assisting the measurements for examination at any time and from time to time.
- 39.2 The contractor shall provide all the material(s) **(except the material which will be provided by MTNL as per clause 2.5(a) (ii) of Section VI)** required for fault restoration. The tools and test and measurement equipment provided by the contractor shall be inspected by MTNL representative. If the quality of the tools or the technical standard of any test and measurement instrument is found below average and declared so by the MTNL representative the contractor shall replace the instrument / tool with immediate effect.

40. **STORAGE AT SITE**

- (i) A small space for stores for day to day maintenance can be allocated to vendor without any charges depending upon availability by the Area GM, to ensure quick availability of stores for speedy maintenance of the network.

41. COMPENSATION FOR LOSS, DAMAGE ETC.

- 41.1 If during execution of Cable Maintenance work,
 - (a) Any damage is caused to any existing underground service lines, telephone cables including cables being laid,
 - (b) Any damage caused to any property of a third party.
 - (c) Injury / loss occurs to any person because of any lack of proper precautions on the part of the CONTRACTOR.The CONTRACTOR will be responsible for the same and the contractor will have to compensate for such damage/injuries/losses.
- 41.3 In case 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.
- 41.4 In every case, in which by virtue of the Provisions of Workmen's Compensation Act, MTNL is obliged to pay Compensation to a workman employed by the CONTRACTOR in charge of execution of the Cable Laying by Trenching and Trench-less Technology/maintenance work, MTNL shall be entitled to recover from CONTRACTOR the amount of compensation so paid plus 5% (five percent only) processing charge.

42. Deleted

43 EASEMENTS, PERMITS, LICENCES AND OTHER FACILITIES

- 43.1 The contractor shall obtain/provide at his own cost all easements, permits and license necessary to do its work.
- 43.2 The contractor shall be fully responsible for angling and obtaining all necessary easements, permits and licenses, for moving all construction equipment, tools, supplied materials and men across Railways and Highway, across public or private road as well as premises of any public utility within the right of user and for bearing all costs that may be incurred in respect of the same except to Government agencies.
- 43.3 The contractor is to confine his operation to the provided construction "Right of User" unless it has made other arrangement with the particular property owners and /or tenant s such other arrangements shall be entirely at the responsibility of the contractor as to cost and arrangement as also breach and claim and shall be entitled with a copy to MTNL.
- 43.4 The contractor will not be entitled to extra compensation for hardship and increase in cost by the cable trench being routed adjacent to or across other pipeline, Highways, Railways, telephones or pose poles and wires or guy wires, embankments, cliffs, streams or other obstacles which may physically or otherwise in any manner, restrict or limit the use of the construction "Right of User". Some construction and such contingency shall be deemed to have been providing for in the rates.

- 43.5 At location where the PIJF cable trench is routed across or along railways or roads the contractor shall without extra cost provide and maintain such detours and road controls as are required by the railways or MTNL or local agencies having jurisdiction.

44. EXECUTION OF WORK

- (i) The contractor shall be responsible to make all arrangements, at his own cost for dewatering of trenches/ducts and de-gasification of the ducts before carrying out work. The contractor shall also be responsible to make arrangements, at his own cost for water required for carrying of works at sites including curing of CC/RCC works. Failing his so doing the same may be provided by MTNL at the expense of the contractor and the expenses shall be deducted from any money due to the contractor under this contract or otherwise.
- (ii) The contractor shall work in co-ordination with MTNL's Representative/supervisory staff for operation and maintenance activities.
- (iii) In respect of observations of local rules and regulations, administrative orders, working hours the contractor and his personnel shall fully cooperate with MTNL and follow MTNL instructions. The Contractor shall be responsible for compliance with all statutory requirements including personnel related matters.
- (iv) The Contractor shall not sell, assign, mortgage, hypothecate or remove Equipment or materials which have been installed or which may be necessary for the completion of the contract, without the prior written consent of Area Manager in charge MTNL.
- (v) The Contractor shall strictly comply with safety regulations indicated elsewhere in this agreement for strict compliance.
- (vi) The Contractor shall, throughout the execution and completion of the works and the remedying of any defects therein, take all reasonable steps to protect the Environment on and off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other Causes arising as a consequence of his methods of operation and shall be exclusively liable and responsible for the same.
- (vii) The Contractor has to ensure strict Compliance of the followings:
 - (a) The sites of all manholes, pits, holes, tanks or any other opening in the ground of any kinds shall be regularly inspected and maintained.
 - (b) The contractor has to strictly adhere to the schedule and protocols of inspection and maintenance as drawn up and notified by the designated officer of MTNL.
 - (c) The sites (all manholes, pits, holes, tanks or any other opening in the ground of any kinds) shall be cordoned off to render them inaccessible to the public.

- (d) The existence of these sites (all manholes, pits, holes, tanks or any other opening in the ground of any kinds) shall be clearly & visibly marked by the display of signboards / signages.
- (e) The sites (all manholes, pits, holes, tanks or any other opening in the ground of any kinds) , if required to be covered, the contractor shall ensure that all covers are in place. The concerned designated officer of MTNL shall also check that all such sites are covered properly.
- (viii) Contractor shall ensure proper fitting and lacing of Drop Wire/PVC cable from DP to subscriber equipment where ever possible.
- (ix) Successful bidder has to comply with all the norms/guidelines issue by the Ministry of Home affaire (MHA) related to COVID-19, during Pandemic.

45. WORK COMPLETION

- 45.1 The MTNL reserves the right to distribute the work to the other bidder/agency on the approved rate assessing the quantum of work and on the basis of requirement and necessity.
- 45.2 If the contractor desires an extension of time for completion of the work on the grounds of unavoidable hindrance in execution of work or on any other ground he shall apply in writing to MTNL within 3 days of the date of hindrance on account of which he desires such extension as aforesaid. In this regard decision of MTNL shall be final.

46. QUALITY OF WORK:

The MTNL/ shall be the final judge of the quality of the work and the satisfaction of the MTNL in respect thereof set forth in the contract documents. Laxity or failure to enforce compliance with the contract documents by the MTNL and/or its representative shall not manifest a change or intent of waiver, the intention being that , notwithstanding the same, the contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specification there in . The representative of Area GM has the right to prohibit the use of men and any tools, materials and equipment which in his opinion do not produce work or performance meet the requirement of the contract documents.

- 47. SLA and Penalty clause:-** (Contractor have to start the work in all telephone exchange area within 07 days from the date of issue of PO.) Contractor has to ensure timely repair of faults and meet other key performance indicators (KPI) which is the essence of the contract. Non adherence to these will result in imposition of penalty as per the following-

- (a) Land Line ,ISDN (PRI / BRI) and Leased Line

<i>KPI</i>	<i>SLA</i>	<i>Penalty</i>
<i>Fault Repair of Landline within same day</i>	<i>>65%</i>	<i>0.15% of invoice value for each 1%of slippage.</i>
<i>Fault repair in next day</i>	<i>≥95%</i>	<i>0.2% of invoice value for each 1%of slippage.</i>
<i>Fault repair by 5th day</i>	<i>100%</i>	<i>0.3% of invoice value for each 1%of slippage.</i>
<i>Fault repair after 5th day</i>	<i>Kindly refer to clause 47(j)</i>	
<i>Fault rate</i>	<i>≤ 7%</i>	<i>0.5% of invoice value for each 1%of slippage.</i>
<i>MTTR</i>	<i><5 Hrs</i>	<i>0.5% of invoice value for each hour of slippage.(rounded off)</i>
<i>Repeat Fault</i>	<i>≤ 10%</i>	<i>0.2% of invoice value for each 1%of slippage.</i>

(6 SLA parameters defined for Landline ,ISDN and 6 for lease-line)

(b) Broadband

<i>KPI</i>	<i>SLA</i>	<i>Penalty</i>
<i>Fault repair of Broadband within same day</i>	<i>>55%</i>	<i>0.15% of invoice value for each 1%of slippage.</i>
<i>Fault repair in next day</i>	<i>≥90%</i>	<i>0.3% of invoice value for each 1%of slippage.</i>
<i>Fault repair in 3rd day</i>	<i>≥99%</i>	<i>0.3% of invoice value for each 1%of slippage.</i>
<i>Fault repair after 5th day</i>	<i>Kindly refer to clause 47(i)</i>	
<i>Fault rate</i>	<i>≤ 10%</i>	<i>0.2% of invoice value for each 1%of slippage.</i>
<i>MTTR</i>	<i><7 hrs</i>	<i>0.1% of invoice value for each hour of slippage.(rounded off)</i>
<i>Repeat Fault</i>	<i>≤ 15%</i>	<i>0.1% of invoice value for each 1%of slippage.</i>

6 SLA parameters defined for the Broadband

(c) Cable Faults

<i>KPI</i>	<i>SLA</i>	<i>Penalty</i>
<i>Primary Cable faults within 10 days</i>	<i>> 90%</i>	<i>0.1% of invoice value for each 1%of slippage.</i>
<i>Primary Cable faults within 15 days</i>	<i>≥99%</i>	<i>0.2% of invoice value for each 1%of slippage.</i>
<i>Distribution Cable faults within 5 days</i>	<i>> 90%</i>	<i>0.1% of invoice value for each 1%of slippage.</i>
<i>Distribution Cable faults within 10 days</i>	<i>≥99%</i>	<i>0.2% of invoice value for each 1%of slippage.</i>

4 SLA parameters defined for the Cable faults

(d) Provisioning

<i>KPI</i>	<i>SLA</i>	<i>Penalty in case of technically feasible areas*</i>
<i>New connection provisioning Landline or Broadband</i>	<i>3 days</i>	<i>Rs. 25/- per day delay for each connection for first 4 days and Rs.50/- per connection beyond 4 days subject to a maximum penalty of Rs.1,000/-</i>
<i>Provisioning Broadband on existing Landline</i>	<i>2 days</i>	<i>Rs.25/- per day delay for each connection for first 4 days and Rs.50/- per connection beyond 4 days subject to a maximum penalty of Rs.1,000/-</i>
<i>Provisioning of new ISDN (BRI /PRI) /SIP Trunk / Leased Circuits or any other services on customer Access NW</i>	<i>3 days</i>	<i>Rs.50/- per day delay for each connection for first 4 days and Rs.100/- per connection beyond 4 days subject to a maximum penalty of Rs.2,000/-</i>

3 SLA parameters defined for the provisioning work of different services.

Note: Technical Feasible (TF) Area:- It is the area in MTNL Network where outdoor network plant has been laid for provision of telecom services.

(e) KPIs and SLAs are defined as:

- Fault booking on Same Day: Landline Fault booked up to 15:00 hrs and Broadband Fault booked up to 17:00 Hrs on a given date.*
- Fault clearance on same day: Fault booked on the same day and rectified and cleared within 24hrs of a day. This clearance count will also include faults cleared which are booked beyond 15:00Hrs on that day.*
- Mean Time to repair the fault (MTTR) : MTTR of different services will be calculated based on the faults booked on same day.*
- Repeat faults: Faults booked for a connection, more than once in calendars month will be counted as repeat fault. The % of number out of total number in the fault list appearing as repeat fault shall not exceed 12% in first three months and 10% in onward months*
LL/ISDN/Lease Ckt.
- Provisioning of New Landline or FNew broadband: All booked connection shall be provided within three days of receiving OB for execution. However bidder shall attempt 75% provisioning within Two days.*
- Multiple Cable fault on same Location: If there is a fault on Underground cables at same location due to damage or theft then first primary cable will be restored within four days and subsequently*

for each cable restoration one day extra will be provided for SLA and penalty consideration.

Note:

- *If telephone/CPE to be arranged by customer as per his/her option, results in delay, then such delay will be excluded from the total time taken for provisioning.*
 - *In case of delay due to U/G cable fault to the extent that alternate pair could not be arranged leading to technically not feasible, such faults/provisioning will not be considered for defined SLAs. However the same will be covered under the SLA of Cable Faults.*
 - *In case of vendor is unable to meet SLAs due to non-supply of material under the scope of MTNL to vendor, no penalty will be levied on vendor for the delayed part.*
 - *The fault occurrence due to SWITCH / DSLAM / NOC / PCM / MPLS problem/ Any other Network element failure for which MTNL is responsible for subscriber faults, would not be counted for the purpose of fault duration*
 - *For calculation of penalty if achieved parameter is between X and less than X+0.5 will be taken as X. Between X+0.5 and X+1 will be considered as X+1.*
- (f) **MTNL reserves its right to terminate the contract with PBG forfeiture for consecutive three month non-performance on failure to meet all the SLA. Notice will be served in first month, second month and third month before final termination.**
- (g) *In case of partial SLAs are met then also it is liable for termination of the contract with PBG forfeiture for consecutive three month non-performance on failure to meet partial SLA, after issue of notices. However, tender accepting authority reserves the right to grant any relief in action for termination considering the circumstances / nature on the appeal made by the bidder if one or more parameters are met. Notices are to be issued in all such case where only 5 or less, SLA Parameters are met. However, if more than 5 SLA parameters are met then the Area GM has discretion regarding issue of notice, based on the overall performance of the vendor.*
- (h) **The total SLA penalty as defined in clause 47(i) will be applicable @ 1/3rd of total SLA penalty in the first month and 2/3rd of total SLA penalty in the second months to have a balance between network QoS and challenges of contract roll out initially. After 2nd month, full penalty as per tender terms shall be levied.**
- (i) **Total SLA penalties for network maintenance shall run concurrently and cumulatively for each KPIs and shall be capped at 12% of invoice value of maintenance work. However penalty in delay in new provisioning will be levied as per actual and shall be in addition to penalties for network**

maintenance. Further penalty for maintenance work will be calculated on the invoice value of maintenance related work after excluding the provisioning of new services/connection part of invoice value.

Per Day faults as covered in clause 47(j) Section-IV of the Tender will not be considered for capping in 12% limit as above. Further, penalty of delay of one time in fault repair of existing faults will not be considered in 12% penalty capping.

- (j) (a) *In case of overhead fault of landline, broadband, lease line fault is not rectified by vendor within 5 days, then an additional penalty for Rs.10/- per day per connection for landline, Rs.10/- per day per broadband fault and Rs.20/- per day per connection for lease line / ISDN (BRI / PRI) / SIP faults, etc. shall be levied for the faults pending more than 5 days. However, the delay in clearance of such faults due to reason(s) attributed to MTNL shall be excluded while calculating the penalty as per the discretion and approval of the concerned Area GM.*

There will not be any capping for this penalty as mentioned above and it will be over and above the existing SLA penalty given in the clause 47 (i) of Section-IV above.

- (b) *In case of faulty landline, broadband, lease line which is pending due to fault in cable network and is not rectified by vendor within 10 days, then an additional penalty for Rs.10/- per day per connection for landline, Rs.10/- per day per broadband fault and Rs.20/- per day per connection for lease line / ISDN (BRI / PRI) / SIP faults, etc. shall be levied for the faults pending more than 10 days.*

However, the delay in clearance of such faults due to reason(s) attributed to MTNL shall be excluded while calculating the penalty as per the discretion and approval of the concerned Area GM.

Area GM have also discretion not to impose penalty as above due to such faulty cables which are very difficult to attend and where the work is continuing but is taking longer duration due to site constraints or difficulty in locating the cable provided the attempt is being made sincerely.

- (k) *The decision of MTNL in respect of levy of Penalty shall be final and binding. Any dispute in relation to imposition of penalty or quantum thereof shall not be arbitrable and the clause of Dispute Resolution shall not be applicable.*

(L) TEST AND INSPECTION

- (i) The Contractor shall provide for the purpose of inspection, ladders, lighting, Equipment for testing, necessary instruments etc., at his own cost.
- (ii) All results of inspection and test will be recorded in the inspection reports, Performa of which shall be approved by MTNL. These

reports shall form part of the completion documents for payments.

48. EXAMINATION OF WORK BEFORE COVERING UP WHILE PERMANENT RESTORATION OFFAULT

The Contractor shall give advance notice to MTNL or its representatives whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurement, in order that the work may be inspected or that correct dimension may be taken before being so covered, placed beyond reach of measurement. In default of such notice, the same shall, at the option of MTNL or its representative, be uncovered and measured at the Contractor's expenses. The work shall again be covered up at the Contractor's expenses.

49. EXAMINATION OF FINISHED WORK

When finished work is taken down for the purpose of inspection, the Contractor shall bear the entire expenses incidental there to in the event that the said work is found to be defective. MTNL shall pay the cost incidental thereto in the event there is no default of notice and if it is also in accordance with the specifications.

50. PROGRESS REPORT

The contractor shall, at its own costs, compile, prepare and submit on time, periodical progress reports (monthly or as required by MTNL) on the progress of delivery implementation or both, whichever applicable, financial status as well as physical progress of all purchase orders issued by MTNL.

The contractor shall submit daily/weekly/monthly summary report(s) on the number/type of field services and COMPLAINTS attended, in the prescribed manner whenever asked for.

51. PROTECTION OF EXISTING PLANT AND EQUIPMENT

- (i) During construction activity by another Contractor / Agency, any plant, equipment or heavy machinery in the vicinity of MTNL network, the Contractor shall protect all existing structures, piping conduits, equipment and facilities of MTNL against damage.
- (ii) MTNL shall not be responsible or held liable for any damage to person or property consequently upon the use, misuse or failure of any construction tools and equipment of MTNL used by the contractor or any of his sub-contractors, even though such construction tools and equipment may be furnished, rented or loaned to the contractor or any of his sub-contractors. The Contractor accepts all responsibility in this connection and agrees to indemnify and save harmless MTNL from any and all claims for said damages arising out of or resulting from said use/misuse or failure of such construction tools and equipment.
- (iii) Adequate lighting at and near all the storage, handling, erection sites, OSP site for properly carrying out work and for safety and security shall be provided and maintained by the Contractor. If the Contractor

fails to provide all the above listed facilities, MTNL may provide such facilities as it may deem necessary and charge the cost thereof to the contractor. In any case, the contractor shall be liable for all damages and consequences arising out of his neglect in this regard.

52. CLEARING / CLEAN UP OF SITE

- (i) All soil, filth or other matter taken out of any trench, sewer, drain, cess pool or other place shall not be deposited on the surface, but shall at once be carted away by the contractor from the site of work, for suitable and proper disposal as directed by MTNL.
- (ii) The contractor shall be responsible for the safe and secure storage of any material or equipment.

53. NIGHT WORK AND WORK IN Rough Weather Conditions

- 53.1 The Contractor may be expected to work during night time (especially for cable faults) hence contractor required to keep sufficient work-force in his camp on 24X7 basis to carry out emergency maintenance work at any time.
- 53.2 The Contractor is expected to work during monsoon and other tough weather conditions hence contractor required to keep sufficient work-force, tools apparatus, plants and safety devices to execute work in such conditions.
- 53.3 Sufficient lighting arrangement shall be provided by the Contractor to safeguard the workmen and the public and to afford adequate facilities for properly placing and inspecting the materials and work when the night work is in progress.
- 53.4 Where night work is in progress, all excavated areas shall be barricaded, guarded and shall be provided with red lights at the cost of contractor and all other work area shall be well illuminated to prevent accidental falls etc.
- 53.5 The Contractor shall carryout Patrolling the entire stretch on monsoon seasons also. The Contractor shall maintain an adequate labor force and appropriate equipment, as may be required for the project and plan and execute the work according to the prescribed schedule. No extra payment will be considered for such work in monsoon.
- 53.6 The contractor shall make necessary arrangement to ensure that the maintenance activity both preventive and corrective are carried out as per plan and need and within timelines as agreed in the contract even during the monsoon. This may include providing for power and resources with rain suits, shoes, tent and proper lighting.

54. shut down on account of weather conditions

The contractor shall not be entitled to any compensation whatsoever by reason of suspension of the whole or any part of the work made necessary by the MTNL or deemed advisable on account of bad weather conditions or other Force Majeure conditions.

55. REJECTION

Further MTNL shall also be entitled to reject the goods and work executed by the contractor which may not be conforming to specifications, within a reasonable time after installation or first use of the said goods and materials or service, if testing or inspections subsequently prove these to be on conforming and charge the contractor for all the expenses, direct and consequential incurred thereby.

56. WORKS AT RISK AND COST OF CONTRACTOR

(a) MTNL reserves the right to get the faults rectified at the risk and cost of vendor in case vendor fails to meet the following targets of fault repair of landline, broadband and ISDN (BRI / PRI) / lease line circuits, etc. as decided by MTNL:-

- (i) 85% of landline / ISDN (PRI / BRI) / lease line faults are not rectified within 3 days of booking.
- (ii) 85% of broadband faults are not rectified within 3 days of booking.
- (iii) 75% of Primary cable faults are not rectified within 10 days of booking
- (iv) 75% of the Secondary cable faults are not rectified within 7 days of booking.
- (v) Fails to provide new landline, broadband and ISDN (BRI+PRI) / lease line connection, etc. within 10 days of issue of Work Order / OB despite the area being technically feasible.
- (vi) **Any other fault/faults which MTNL Delhi wants to get it attended on priority including VIP (178 Docket) , Twitter case, RTI, etc. are to be attended within 4 hours.**

In addition to the above, MTNL reserves the right to get any landline and broadband fault attended if it is not rectified in 10 days and cable faults not attended in 15 days at the risk and cost of the Vendor.

The recovery of cost for rectification of faults / provisioning of landline, broadband and ISDN (BRI / PRI) / Lease line, etc. in above scenario shall be over and above the penalty to be levied for non-adherence of SLA as per relevant Clauses of the Tender. The above risk and cost provisions shall be applicable after a period of 30 days from the date of start of work as stipulated in the PO.

- (b) MTNL also reserves its right to get the faults rectified at risk and cost of Vendor in case it is found that Vendor while doing fault rectification or providing new connection has used material not conforming to specifications prescribed by MTNL. In such cases, cost of all material and labour for replacement of the same including supervisory cost incurred by MTNL shall be recovered from Vendor.

57. PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES

- (i) The contractor is fully responsible for taking all possible safety precaution during preparation for and actual performance of the works and for keeping the construction site in a reasonable safe condition. The contractor shall protect all life and property from damage or losses

resulting from his construction operations and shall minimize the disturbance and inconvenience to the public.

- (ii) If the excavation of trench alters the contours of the ground road and highway crossing in such locations dangerous to traffic, the contractor shall at his own cost, take all necessary precautions to protect public and shall comply with all the applicable rules and regulations of MTNL/Government as to placing of warning boards (Minimum size 3'x2') , traffic signals barricades, flags etc., at such location. If the contractor does not put the warning signal as per above direction, then a penalty of Rs. 500/- per day shall be levied on the contractor, till the directions are complied by the contractor. The contractor shall take due precautions to avoid damages to other pipe lines, water mains, sewers, telephones, telegraphs and power conduits, laid wires poles and guy wires, railways, highways, bridges or other underground or above ground structure and/or property crossing or adjacent to the cable trench being excavated.
- (iii) Attention of the contractor is drawn to the rules regarding laying of cables at road crossing, along Railways Bridges, Highways safety precautions while working in Public Street. The contractor in writing shall prepare the detailed plan/engineering instructions to obtain necessary approvals.
- (iv) The contractor shall be solely responsible for location through approved non destructive means and ensuring the safety of all existing underground pipeline, electrical cables, and or other structures.
- (v) The contractor shall be solely liable for all expense for and in respect of repairs and / or damage occasioned by injury of or damage to such underground and above structures or other properties and under take to indemnify the MTNL from and against all actions, cause of actions, damages, claims and demands what so ever, either in law or in equity and all losses and damages and costs (inclusive between attorney and client) charges and expenses in connection therewith and/or incidental thereto. The contractor shall take all responsibilities and risk in crossing other pipelines and cables and shall be responsible for protecting all such existing pipelines, poles, electric lines, sewers cable or other facilities from damage by the contractor's operation in connection with the work. The contractor without cost of the MTNL shall promptly repair any damage incurred.
- (vi) The current market value of any commodities lost as a result of any damage to the aforesaid existing facilities shall be paid by the contractor together with such additional sums necessary to liquidate the personal of property damages, resulting there from.

**58. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:
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 and/or at no given time or date shall the said employees/workmen can ever be treated as employees/workmen employed under MTNL either directly or indirectly.

(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 The Delhi Building And Other Construction Workers, Welfare Cess Act, 1996 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 performance security or any other payment due to the contractor.

(iii) The Contractor shall indemnify the Purchaser 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 labour legislations 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.

MTNL 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.

58.1. Obtaining License before commencement of work

The contractor shall obtain a valid labour license under the contract Labour (R&A) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971, before commencement of the work and continue to have a valid license until the completion of the work. All the workers engaged should be duly employed by the contractor. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986. Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non execution of work.

59. INSURANCE

Without limiting any of his other obligations or liabilities the contractor shall, at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, men, materials etc. brought to the site and for all the work during the execution. The contractor shall also take out workmen's compensations insurance as

required by law and under take to indemnify and keep indemnified the MTNL from and against all manner of claims and demands and losses and damages and cost (including between attorney and client) charges and expenses that may arise in regard the same or that the MTNL may suffer or incur with respect to end/or incidental to the same. The contractor shall have to furnish originals and/or attested copies as required by the MTNL of the policies of insurance taken with 15 (fifteen) days of being called upon to do so together with all premium receipts and other papers related thereto which the MTNL may require.

60. COMPLIANCE WITH LAWS AND REGULATIONS

During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by laws rules, regulations and orders and any other provisions having therefore of law made or promulgated or deemed to be made or promulgated by the MTNL, MTNL agency or MTNL, municipal board, MTNL of other regulatory or Authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law. By-laws, Rules, Regulations, order and/or provisions thereof. The contractor shall assume full responsibility for the payment of all contributions and pay roll taxes as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents. If the contractor shall require any assignee or subcontractor to sham any portion of the work to be performed hereunder may be assigned, subleased or sub contracted to comply with the provisions of the clause and in this connection the contractor agrees as to undertake to save and hold the MTNL harmless and indemnified from and against any/all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the contractor or any assignee or sub-contractor to make full and proper compliance with the said by laws, rules regulation law and order provision as aforesaid.

61. INDEMNITY

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

- (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 or maintenance of the works in accordance with the Contract.

- (d) Injuries or damage to persons or property resulting from any act or neglect of the purchaser, his agents, servants or other contractors, not being employed by the Contractor. The successful bidder shall indemnify and keep indemnified the MTNL its officers and employees from and against all claims demands, suits and proceedings whatsoever that may be brought and made against the MTNL by or on behalf of any person, body, authority, whomsoever and all dues, penalties, levies, taxes, losses, damages, cost ,charges and expenses and all other liabilities of whatsoever nature which the MTNL may now or hereinafter be liable to pay, Incur or sustain by virtue of or as a result or the performance or observance or non-observance or any of the terms and conditions or the contract. Without prejudice to the MTNL.'s other rights, the MTNL will be entitled to deduct the amount payable by the MTNL as a consequence of any such claims demands costs charges and expenses from any dues payable to the successful bidder by MTNL under this or any other agreement. MTNL will not be responsible for any compensation to the employees of the successful bidder for any injury/death caused during the course of their duty and entire responsibility will rest with the successful bidder. Successful bidders will also be liable to the concerned Department(s) for all the acts of omissions or commissions on the part of the persons provided by him and accordingly reimburse to the concerned Department(s) all damages caused by such acts of omission or commission. In case, MTNL is directed by any lawful authority to pay any damage/compensation the same shall be recovered from the dues payable by MTNL to successful bidder under this or any other contract. The MTNL shall also not be responsible or liable for any theft, loss, damage or destruction of any property that belongs to successful bidder/contractor or its employees while performing duty in the MTNL premises from any cause whatsoever.

62. E-Reverse Auction

- a. Tender shall be considered for **E-Reverse Auction** and this will be perform area GM wise where estimated cost is more than 5 crore. E-Reverse Auction would be conducted on final base price per unit for each GM (Unit) Area. The bidder evaluated highest in the financial evaluation (H-1 rank bidder) shall not be allowed to participate in the e-reverse auction, subject to condition that minimum 3 bidders will be allowed to participate in e-Reverse Auction irrespective of their bid value”.
- b. In case of MSME bidder(s) , if the bidder(s) happened to be highest bidder but falls within the price band of L1 + 15% during financial evaluation before reverse auction, then such MSE bidder shall not be eliminated for e-reverse auction.”

- c. The bidders who have submitted their online bids as a local supplier defined under PMI policy and whose finance bid value falls within the purchase preference of 20%(i.e. within price band of $L1+20\%$) , specified by the Govt., shall not be eliminated for e-reverse auction.
- d. Further, if 3 or lesser number of bidders is found to be techno-commercially responsive, all such bidders will be allowed to participate in the e-Reverse Auction irrespective of their bid value.

The following would be parameters for e-Reverse Auction:

Sl.	Parameter	Value
1	Date and Time of Reverse-Auction Bidding Event	Will be intimated to Technically Responsive bidders after the opening of Financial-part.
2	Duration of Reverse-Auction Bidding Event	1 to 2 Hours
3	Automatic extension of the 'Reverse-Auction Closing Time', if last bid received is within a 'Pre-defined Time-Duration' before the ' Reverse-Auction Closing Time',	Yes
4	Pre-defined Time-Duration	05 minutes
5	Time-Duration of Automatic extension	10 minutes
6	Criteria of Bid-Acceptance	'Beat on Starting last quoted Price', as well as,' Beat on Rank-1 Bid Value'
7	Entity–Start-Price	final base price per unit to MTNL(Column no- E of section XI)
8	Minimum Bid-Decrement	0.25% of final base price per unit to MTNL
9	Display of ' Pseudo Identity 'of Bidders during bidding period	As per e-procurement portal https://eprocure.gov.in/eprocure/app
10	Display of Bidder's own current Rank	As per e-procurement portal https://eprocure.gov.in/eprocure/app

Note:-To avail the facility of MSME and PMI clause (Make in India) bidder must select relevant options during uploading bids documents in CPP portal.

63. Compliance to Applicable Law

63.1 Security Requirements:

- a) The Supplier shall enable the Purchaser to comply with Applicable Laws including but not limited to notifications, circulars etc issued by DoT from time to time.
- b) The Supplier recognizes and accepts that in order to make, maintain and ensure Purchaser's networks compliant with security related

instructions and guidelines issued by the DoT from time to time, complete cooperation and commitment of the Supplier is necessary. To help and address the business continuity, communication, security requirements and security management of Purchaser's network, the Supplier shall execute an agreement in the form as contained in **Annexure-II** of the Tender Document before issuance of any LOI/APO by the Purchaser. It is clarified that the execution of such agreement shall be a condition to the effectiveness of the Advance Purchase Order. The Supplier shall indemnify and hold harmless the Purchaser and its employees, agents, shareholders, directors, representatives, against any claims or penalty or consequence arising out of breach of the security related terms of the License as a result of breach or non-compliance by the Supplier with its obligations in this sub-Clause (b) or any separate agreement executed for this purpose.

It is clarified that any expenditure incurred by the Purchaser for complying with security related provisions as prescribed under Applicable Law shall be borne by the Supplier. In the event there is a breach of the security related provisions as prescribed under Applicable Laws, any penalty imposed by the DoT on the Purchaser shall be paid by the Supplier to the Purchaser. Further, any testing of Supplier's equipment including requirement of testing equipment shall be met by Supplier on his own cost.

64. Compliance with Licenses

The Supplier shall assist and provide support as and when required to the Purchaser including the providing of information and documents to comply with the provisions of the Licenses, any amendments made thereto as well as any notifications, circulars, letters issued by DoT or any other Governmental Authority from time to time specially in relation to security clearance and lawful interception.

65. Security Clearance of foreign personnel

All foreign personnel likely to be deployed by the Successful Bidder for any activity pertaining to this project shall obtain security clearance from the Government of India prior to their deployment. The security clearance will be obtained from Ministry of Home Affairs, Government of India.

66. Non-Compliance

The Supplier, including their personnel, employees, associates and sub-suppliers shall be solely responsible for complying with the statutes, laws, regulations, subordinate legislation, administrative orders and instructions issued by relevant Government Authorities, regarding, but not limited to, environment, industrial relations, security and taxation, during the performance of their respective obligations under this Contract. Without limiting the generality of the foregoing, the Supplier shall be responsible for compliance with the Applicable Laws and similar

regulations applicable to its activities hereunder, at its own cost and expenses.

In the event there is a delay by the Supplier which is solely attributable to Supplier in fulfilling its obligations under this Contract or any non-compliance or breach of obligations under this Contract by the Supplier due to which any Governmental Authority imposes sanctions on Purchaser, which results in financial and other liabilities on the Purchaser, the Supplier shall be liable to make good such loss immediately which has been suffered by the Purchaser.

<<<<<<<<< >>>>>>>>>

Section- V

Tender No. AGM (MPL) /Outsource of External Plant of North Area/2023-24/08

SCHEDULE OF REQUIREMENTS

For engagement of contractor for Comprehensive Maintenance and provisioning of Different type of Telecom services of Copper Network in North Area of MTNL Delhi

Description:-

SI	GM(Unit) (Area)	No. of Connections			
		Land line only	Land Line with Broadba nd	ISDN (PRA & BRA)	Leased Circuits
1.	North	13593	1531	150	534

Note:

- a. The above mentioned lines (working connection) are as per data dated 30/09/2023
- b. The above mentioned lines may change over a period of time depending of new connections/surrender. No bidder shall have any claim for award of any specific quantity, including quantity indicated in the bid document. Number of lines shall be taken at the time of invoice as detailed in this tender.*

1. Paying authority: - AO of concerned area GM (unit)
2. Bill passing authority: Officers Nominated by Area GM.
3. Inspection of work: - By concerned GM (unit)

Annexure-V-B1

SCHEDULE OF BASE RATES OF MAINTENANCE WORK

Final Base price per unit after finalization of tender as per Section XI # says 1 Unit.
#Excluding GST

S.No.	Type of Maintenance Work	Basic rate equivalent to (Units)
1.	Monthly Maintenance charges for each working LL without BB	1 Unit
2.	Monthly Maintenance charges for each working LL with BB	1 Unit x 1.5
3.	Monthly Maintenance charges for each working ISDN (BRI / PRI) / Leased Circuits /SIP Trunk	1 Unit x 3.0

Note 1:-The contract rate shall remain fixed during the first SIX months of contract and will not be increased at any cost due to increase in labour rates or any other rate and levies etc. After Six months rate for maintenance work will be enhanced by 7% of initial awarded base rate. After completion of 12 months contract there will be enhanced of 14% in the initial awarded base rate and so on.

Note-2. (i) RAX which is maintained by MTNL, will be treated equivalent to working LL for maintenance as well as for payment purpose. Further, EPABX extensions which are being maintained by MTNL will be treated equivalent to 0.5 of maintenance of landline for payment purpose in case extension is working in same building where main EPBX is installed and if extension is outside the compound/building then it may be treated as equivalent to one unit of maintenance of landline for payment purpose.

(ii) Hotline will be treated equivalent to Landline for maintenance as well as for payment purpose.

Annexure-V-B2

SCHEDULE OF BASE RATES OF PROVISIONING WORK

S.No.	Type of Provisioning Work	provisioning charges (excluding GST as applicable)
1.	Provision of New Landline per connection including Drop wire and Installation accessories, if any	Rs.400/-
	Labour charge for provisioning BB on existing LL per connection	Rs.250/-
3.	Labour charge for provisioning LL and BB for connection including Dropwire and Installation accessories, if any (excluding DSL Modem)	Rs.500/-
4.	Labour charge for provisioning ISDN (BRI / PRI) and Leased Circuits including Dropwire and Installation accessories per connection (except Modem)	Rs.800/-

Note-1: The invoice for provisioning work will be separate from maintenance works invoice.

Note-2. Charges for provisioning work will increase by 8% of initial awarded contract rate in second year and 15% of initial awarded contract rate during extended period if any.

Note-3. (a) Provisioning of RAX which is maintained by MTNL, will be treated equivalent to Provisioning of LL for payment purpose. Further, Provisioning of EPABX extensions which are being maintained by MTNL will be treated equivalent to 0.5 of Provisioning of landline for payment purpose in case extension is working in same building where main EPBX is installed and if extension is outside the compound/building then it may be treated as equivalent to one unit of Provisioning of landline for payment purpose.

(b) Provisioning of Hotline will be treated equivalent to Provisioning of Landline for payment purpose.

ANNEXURE - V-B3**Schedule of Base Rates for Additional Line Items for pillar maintenance****Additional Line Items are:**

- 1) Pillar Shell Replacement
- 2) Pillar minor repair
- 3) Pillar major repair
- 4) Pillar painting

Sl.	ITEM	Rate/Unit(in Rs) Excluding GST
1.	Pillar Shell Replacement	
	(A) Construction of Pillar foundation and Erection of Pillar shell (2400 pairs) as per the Section-VI, Specification along with fixing of J bolts to suite the pillar shell.(including labour & materials) Note: The contractor has to erect the Pillar shell over the pillar foundation.. Contractor should collect the pillar from MTNL Area store and transport it to the installation site.	10500
	Pillar minor repair	
2.	i) Door Patra/ Angle Support/ Hinges/ Back panel/ side panel	200
	ii) Door Angle/ Top Roof / Door setting	400
	iii) Cable Termination in CT Box (per CT Box)	460
	Pillar Major repair:	
3.	i) Replacement of Door(per Door)	2500
	ii) L angle support (Pillar to Foundation)	3500
	iii) Repairing of Foundation per cubic meter of concrete	8000
	iv) Cable Termination in CT Box (per CT Box)	460
	(i) Pillar Painting : Removal of old paint and dust, smoothening and applying one coat of red oxide and two coat of specified standard Grey colour paint of the complete pillar shell.	1200
4.	(ii) Sign Writing: After this Sign writing at two location one on front face another on side face with yellow paint in round shape and with letters with black colour paint in consultation with SDO in-charge. (per Character)	6.50 per character.

Note-1: The invoice of work done under Additional Line Items for pillar maintenance will be separate from maintenance and provisioning work invoice.

Note-2: Charges for Additional Line Items for pillar maintenance will increase by 8% of initial awarded contract rate in second year and 15% of initial awarded contract rate during extended period.

Restoration of existing pending cable faults / outdoor faults as onetime activity (One time payment) :

(A) Pending outdoor faults:

For rectification of faults in overhead copper network, the vendor will be paid **Rs.200/-** per fault on successful rectification. In case same connection has both Telephone and Broadband, it will be counted as one number.

(B) Pending cable faults:

- (i) In case existing fault is in underground cable network then the vendor will be paid on the basis of per joint operated for the rectification of fault.

Rate of payment for every joint operated shall be as below:-

For above 1200 Pair Cable joint = Rs 10000/- per joint operated.

For 1200 Pair Cable joint = Rs 8000/- per joint operated.

For 800 Pair Cable joint = Rs 6000/- per joint operated.

For 400 Pair Cable joint = Rs 4000/- per joint operated.

For 200 Pair Cable joint = Rs 3000/- per joint operated.

For 100 Pair Cable joint = Rs 2000/- per joint operated.

For below 100 Pair Cable joint = Rs 1500/- per joint operated.

if there are more than one joint operated in the same pit area, then the payment of additional joint will be made at the rates mentioned below:-

For above 1200 Pair Cable joint = Rs 4000/- per joint operated.

For 1200 Pair Cable joint=Rs 3600/- per joint operated.

For 800 Pair Cable joint = Rs 2400/- per joint operated.

For 400 Pair Cable joint = Rs 1200/- per joint operated.

For 200 Pair Cable joint = Rs 600/- per joint operated.

For 100 Pair Cable joint = Rs 300/- per joint operated.

For below 100 Pair Cable joint = Rs 250/- per joint operated.

Note(i) :- For more detail please see the clause 1.1 of section VI.

Note (ii) In cases where the fault of numbers is in underground cable as well in over head section then the payment of Rs 200/- per fault will not be applicable and only payment of cable fault will be made.

Note (iii) :- All the amount mentioned above is excluding GST.

General Instructions for Preparations of Invoices

- a) The Vendor should submit the invoice to the officer designated by Area GM.
- b) The charges for provision of new connection (LL, BB, ISDN, and LEASE Line) shall be based on the number of new connection provision during

the month. Provisioning charges for the new connections shall be payable on monthly basis (for connections provided in January 2020 month will be counted in January 2020 for provisioning charges) . However, the new connection (except for casual or temporary connection) should work for at least 3 months after opening; else the provisioning charges paid against that connection to the Vendor will be recovered by MTNL in subsequent billing cycle.

- c) For the purpose of invoice preparation for maintenance charges, number of working connections in an area shall be taken equal to the average of number of active connections on the first and last day of billing month.
- d) Four Proforma invoices will be generated i.e. Invoice Proforma for Maintenance charges, Invoice Proforma for Provisioning Charges, Invoice Proforma for pillar maintenance and Invoice Proforma for restoration of existing pending cable faults / outdoor (overhead copper network) faults as one time activity.

Sample calculation for Maintenance cost for First Six months of North GM(Unit) area

Sample Calculation:

SI No	GM (Unit) (Area)	No of Connections				LL @per line per month for first year(from price bid)	LL +BB @per line per month	ISDN at per line per month	LEASE CKT @per line per month	TOTAL one month	TOTAL First Six months
		Land line	Land Line +Broadband	ISDN PRI and BRI	Lease Circuit						
		a	b	c	d	E	f= e*1.5	g= e*3	h= e*3	j=(a*e+b*f+c*g+d*h)	k= jx6
1.	Nort	13939	1576	149	534	84.8	127.2	254.5	254.5	1569640	9417841

1. Sample calculation for Provisioning cost for First 1st Year North GM(Unit) area

SL N o.	GM (Unit) (Area)	Provision of different services of monthly average					Mice charge@per line per month (from price bid)	Total Provn charge of LL without BB per month	Total Provn charge of LL with BB per month	Total Provn charge of ISDN per month	Total Provn charge of Leased ckt per month	Total Provn charge of BB on existing LL per month	Total provn cost per month for six months	Total provn cost for First six months
		Land line (w/o BB)	LL+Broadband only	ISDN PRI/BRI	Lease Circuit	BB on existing Land Line								
		A	b	c	d	e	f	g= a*400	h= b*500	j= c*800	k= d*800	l= e*250	m	n= m*6
1	North	200	60	5	2	60	x.xx	80000	30000	4000	1600	15000	128350	770100

SECTION- VI

TECHNICAL DETAILS

1.	OBJECTIVE						
1.1	<p>MTNL is engaged in providing various telecommunication services and value-added services to its customers in Delhi and NCR. MTNL is the oldest telecom service provider and this exclusivity is not only its strength but a challenge also. The MTNL outdoor copper network is also a legacy network in which even out of life & out of support equipments are functional in the age. Present Tender is to appoint contractor / contractors for the purpose of maintenance and provisioning of different types of Services on copper network from the Main Distribution Frame (MDF) to the customer premises including maintenance with material (except the material to be provided by MTNL as per clause 2.5(a) (ii) of section-VI) of underground/overhead Copper network faults for ensuring speedy Provisioning of MTNL's envisaged services , and the rectification of faults pertaining to North Area / GM(Unit) of MTNL Delhi from MDF to customer premises on end to end basis. Contractors also has to attend faults at MDF and all the faults in the customer premises including drop wire fault, instruments faults, etc.</p> <p>One-time payment for restoration of existing pending cable faults / outdoor faults:</p> <p>There may be existing faults pending in MTNL cable and outdoor network at the time of commencement of operations under this Tender. The resolution of these faults is to be taken up in a time bound manner.</p> <p>These faults are to be repaired on one time basis by the successful Vendor on payment basis. While rectification of the given cable and other outdoor faults, the vendor will also be responsible for pillar maintenance on chargeable basis as defined Annexure-V-B3 The permission for road cutting and restoration charges will be arranged by MTNL for restoration of these faults.</p> <p>(A) (i) For rectification of faults in overhead copper network, the vendor will be paid Rs.200/- per fault on successful rectification. In case same connection has both Telephone and Broadband, it will be counted as one number.</p> <p>Following time lines shall be adhered for attending total existing line faults (excluding cable fault) :-</p> <table><tr><td>Time period from start of the work in respective area unit</td><td>1 Weeks</td><td>2 Weeks</td></tr><tr><td>Percentage of faults to be cleared</td><td>80%</td><td>98%</td></tr></table> <p>In case vendor fails to attend the existing overhead line faults as per time line mentioned above, then a penalty shall be levied @3% for each week of delay subject to a maximum penalty capping at 12% of the amount payable for attending the existing fault (excluding cable fault) at the rates mentioned above.</p>	Time period from start of the work in respective area unit	1 Weeks	2 Weeks	Percentage of faults to be cleared	80%	98%
	Time period from start of the work in respective area unit	1 Weeks	2 Weeks				
	Percentage of faults to be cleared	80%	98%				

The details of pending line faults as on date (16.08.2023) is as follows:-

Area	(Line LL fault)	(Line BB fault)	ISDN(Line Fault)	Leased Line (Line fault)	Total (Line fault)
NORTH	82	20	0	34	136

*The above figures are as per date (16.08.2023) and will vary over a period of time. The list of existing pending line (overhead copper faults) faults to be attended will be finalized by Area GM(unit) at the time of commencement of operation of this tender and same to be recorded with the signature of both the MTNL area nodal officer and vendors authorized representative.

- (ii) In case existing fault is in underground cable network then the vendor will be paid on the basis of per joint operated for the rectification of fault.

Rate of payment for every joint operated shall be as below:-

For above 1200 Pair Cable joint = Rs 10000/- per joint operated.

For 1200 Pair Cable joint = Rs 8000/- per joint operated.

For 800 Pair Cable joint = Rs 6000/- per joint operated.

For 400 Pair Cable joint = Rs 4000/- per joint operated.

For 200 Pair Cable joint = Rs 3000/- per joint operated.

For 100 Pair Cable joint = Rs 2000/- per joint operated.

For below 100 Pair Cable joint = Rs 1500/- per joint operated.

if there are more than one joint operated in the same pit area, then the payment of additional joint will be made at the rates mentioned below:-

For above 1200 Pair Cable joint = Rs 4000/- per joint operated.

For 1200 Pair Cable joint=Rs 3600/- per joint operated.

For 800 Pair Cable joint = Rs 2400/- per joint operated.

For 400 Pair Cable joint = Rs 1200/- per joint operated.

For 200 Pair Cable joint = Rs 600/- per joint operated.

For 100 Pair Cable joint = Rs 300/- per joint operated.

For below 100 Pair Cable joint = Rs 250/- per joint operated.

***Note** In cases where the fault of numbers is in underground cable as well in over head section then the payment of Rs 200/- per fault will not be applicable and only payment of cable fault will be made.

For the joints to be repaired as per para (A) (ii) above,

- (a) The no. of joints to be made, would be finalized after personal visit by concerned Area Manager to the site and prior approval of concerned Area GM prior to start of work. A letter shall be issued by the Area Manager conveying such approval, for the start of the work.

(b) In case of multiple joints to be operated on the same cable then concerned Area Manager would certify that he is satisfied that there was the need of the same and the distance between faults to be recorded.

(c) In case of multiple faults (involving repair of more than two joints) on same cable, then the total amount payable as para A(ii) above shall be reduced by 20%.

(iii) The details of pending cable faults (count of faulty cable) as on date (16.08.2023) is as follows:-

Area	Above 1200 Pair	1200 Pair	800 Pair	400 Pair	200 Pair	100Pair	Below 100 Pair	Total
NORTH	1	17	09	12	09	02	111	161

* The above figures are as per date (16.08.2023) and will vary over a period of time. The list of existing faulty cable to be attended will be finalized by Area GM (unit) at the time of commencement of operation of this tender and same to be recorded with the signature of both the MTNL area nodal officer and vendors authorized representative.

(iv) Material like Jointing Kits and PIJF cables will be provided by MTNL for such pending faults. However, other materials like Jella compound, oil, thread, burner, etc. will be arranged by the Vendor.

(v) Following time lines shall be adhered for attending total existing cable faults:-

Time period from start of the work in respective area unit	1 month	2 months	3 months	4 months
Percentage of pending faulty cable to be cleared	40%	70%	90%	95%

(a) In case vendor fails to attend the existing given cable faults as per time line mentioned above, then a penalty shall be levied @3% for each week of delay subject to a maximum penalty capping at 12% of the amount payable for attending the existing cable fault at the rates mentioned above in A(ii) .

(b) All cable faults are to be rectified. However, the faulty cables which are to be attended in the fourth month (i.e. beyond 90%) in the above

table, Area GM have discretion not to impose penalty for such faulty cables which are very difficult to attend and where the work is continuing but is taking longer duration due to site constraints or difficulty in locating the cable provided the attempt is being made sincerely.

(c) In case of excessive delay/ non performance by the vendor to rectify the pending faults MTNL has the right to get the same faults rectified at the risk and cost of the vendor under clause 56 of Section-IV.

(B) The delay in clearance of faults due to reason/reasons attributed to MTNL shall be excluded while calculating the penalty and the concerned GM may judiciously decide on individual such cases

(C) While calculating the invoice of maintenance charges for a month, such faulty numbers which are existing at the time of commencement of operations will be excluded from DELs' calculation purpose till it is rectified.

(D) (i) At the time of termination of contract, **Rs.250/-** per overhead fault pending for less than or equal to 3 days, **Rs.400/-** per overhead fault pending for more than 3 days to 7 days and Rs.500/- per fault pending for more than 7 days will be deducted from invoices of maintenance charges. In case of a connection having both Landline & Broadband, it will be counted as one.

(ii) (a) At the time of termination of contract, the penalty will be imposed on the vendor for the pending / left over cable faults as under.

In case pendency of cable faults is **15 days or less** from date of termination of contract then rate of imposed penalty shall be as below:-

For above 1200 Pair per faulty Cable = Rs 20000/-

For 1200 Pair per faulty Cable = Rs 16000/-

For 800 Pair per faulty Cable = Rs 12000/-

For 400 Pair per faulty Cable = Rs 8000/-

For 200 Pair per faulty Cable = Rs 6000/-

For 100 Pair per faulty Cable = Rs 4000/-

For below 100 Pair per faulty Cable = Rs 3000/-

(b) In case pendency of cable faults is **more than 15 days** from date of termination of contract then rate of imposed penalty shall be as below:-

For above 1200 Pair per faulty Cable = Rs 40000/-

For 1200 Pair per faulty Cable = Rs 32000/-

For 800 Pair per faulty Cable = Rs 24000/-

For 400 Pair per faulty Cable = Rs 16000/-

For 200 Pair per faulty Cable = Rs 12000/-

For 100 Pair per faulty Cable = Rs 8000/-

For below 100 Pair per faulty Cable = Rs 6000/-

	<p>*Note: - (1) The line (overhead copper faults) and cable faults which shall be considered for imposition of penalty under clause D(i) &(ii) must be booked or generated during the contract period. Old cable faults which are booked / generated before the award of the contract will not be considered for imposition of such penalty for which the penalty is already defined in other clause.</p> <p>Note:- (2) The pending fault at the time of the termination of the contract, due to reason / reasons attributed to MTNL shall be excluded while calculating the penalty and the concerned GM may judiciously decide on individual such cases.</p> <p>Note: - (3) All the amount mentioned above in clause 1.1 of Section-VI is excluding GST.</p>
2.	<p>Scope of Work (SOW) :</p> <p>The scope of contract is broadly classified as:</p> <p>(A) All types of work(s) related to maintenance and provisioning of landline, Broadband, Leased line, ISDN (PRI/BRI) services of MTNL Delhi Customers. Fault/ work related from MDF to Distribution Point (DP) as well as from DP to the Customer Premises. Vendor has to provide the required materials viz. & viz. drop wire, jumper wire and material mention in clause 2.5(a) (i) in this section for maintenance & provisioning work.</p> <p>Material provided by MTNL is mentioned under clause 2.5(a) (ii) of this section which is to be collected by vendor from MTNL area store for provisioning and maintenance purpose. Vendor has to perform work from 0800 hrs to 2000 hrs on a daily basis under the scope of this tender.</p> <p><u>It is intimated that based on the previous experience, one person shall be in a position to clear around four (4) faults per day. Accordingly, adequate manpower shall be provided by the vendor based on total faults (landline + BB + LC) to meet the SLA parameters. The vendor needs to plan its human resources keeping this in mind and provide sufficient manpower accordingly so that the SLA criteria specified in the tender document is properly met. It is further clarified that this is SLA based contract and actual number of resources deployed for execution of work shall be the sole responsibility of the vendor.</u></p> <p>(B) All types of work(s) related to Cable maintenance of</p> <ul style="list-style-type: none"> • Underground cables (from MDF to the last Pillar) . • Overhead or underground cables (from Pillar to DP) . • Overhead cables (from DP to DP) . <p>Maintenance of cable fault includes the Localization of the fault & the</p>

required tracing of faulty cable, digging, jointing, testing, closing of the joints and refilling of the jointing pit etc. MTNL Delhi has laid cables of capacity 5, 10, 20, 50,100, 200, 400, 800, 1200, 1600, 2000, 2400 pairs. Cables up to 200 pairs capacity are of Armored type, while higher size cables may be either Armored or Unarmored.

Preventive Maintenance: Vendor is advice to perform Preventive maintenance as a regular and routine maintenance of Copper underground cable routes and assets in order to keep them running and prevent any costly unplanned downtime from unexpected cable cut. It is expected from the vendor to take care MTNL's copper cable network through regular watch/ patrolling to maintain KPI parameters within limit. The Contractor shall be constantly in touch with the authorities so as to update himself with the proposed works that may be executed by them in near future. The Contractor shall safeguard MTNL Copper cable against any signs of damage or potential damages, which is required to avoid Copper cable cut & damage to Pillar/Cabinet that may arise during the execution of works by those authorities / agencies. The Contractor shall take suitable precautionary steps in consultation with designated officer of MTNL ahead of time.

The Contractor/Contractors shall be responsible for overall maintenance, provisioning and upkeep of the copper network (including MDF) and attending all faults in customer premises in order to meet the minimum specified network performance criteria. In order to meet this objective, the contractor is required to deploy all necessary resources (i.e. manpower, tools, equipments, vehicles, materials, consumables including quality, automation, administration, managerial level monitoring, training, etc.) in accordance with the specified requirements.

For the purpose of clarity on scope of work, it is reiterated that it is a contract for fault clearance and network maintenance on end to end basis from MDF to customer premises in which both ends are included in the scope of the performance of contract along with all materials and other incidentals except which is excluded specifically in the tender document from the scope of the work. Similarly, in the scope of provisioning of new services all activities from MDF to customer services in both ends are included in the scope of the performance of contract along with all materials and other incidentals except which is excluded specifically in the tender document from the scope of the work.

(C) Additional Lines Items for pillar maintenance

As per the work order of MTNL area authority, Contractor has to carry out the work under Additional Lines Items for pillar maintenance, as and when required. Payment for this work shall be made to the contractor on actual basis as per the schedule of rates mentioned in Annexure-V-B3.

Description of work under additional Line items for pillar maintenance :-

- 1) Pillar Shell replacement.
- 2) Pillar minor repair
- 3) Pillar major repair
- 4) Pillar painting

1. Pillar Shell replacement:

MTNL will supply Pillar Shell / CD Cabinet, if any and vendor have to transport the same from MTNL area store to the installation site where it is required, at his own cost.

(a) Construction of Pillar foundation and Erection of Pillar shell:

The Contractor has to construct pillar foundation including materials, transportation and labour including earthing facility as per departmental standards. The pillar shell along with 'J' Bolts, modules and jumper wire will be supplied by MTNL Delhi. The Contractor has to erect the Pillar Shell over the properly constructed & cured pillar foundation. The foundation should be within limit only and proper finishing is to be done without fail. MTNL will supply the required Pillar Shell to the Contractor.

Vendor has to create Pillar's foundation and Erection of Pillar shell as per the Specification given below, including labour and material.

(i) Pillar foundation:

Total depth of foundation (below Ground level) – 70 Cms

Foundation above ground level – 45 Cms

Thickness of RCC foundation wall with M.S. Rod – 8 Cms

Width of foundation – 50 Cms

Length of foundation – 150 Cms

Curing should be done perfectly and foundation should be within limit only and proper finishing is to be done without fail.

Note: Any deviation in the size of pillar foundation in low lying area or higher or lower capacity of pillar foundation, the rate should be calculated prorate basis (in volume) .

(ii) Pillar Erection:

Contractor should collect the pillar from MTNL Area store and transport it to the installation site. The contractor has to erect the Pillar shell over the pillar foundation.

(b) Cable Termination in Pillar (per CT Box) :

The vendor has to terminate and connect the required cable in the CT Box of the pillar.

2. Pillar minor repair:

The minor repairs / patch up works are to be carried out by the vendor as per the instructions of concerned MTNL officer. For the patch up work, MS Iron sheet of minimum 16 to 18 gauges is to be used. Red Oxide paint shall be applied after the repaired / patch up work of pillar. (Please see Annexure V-B3

	<p>for rate)</p> <p><i>Following minor repairs/ patch up work is to be carried out :</i></p> <ul style="list-style-type: none"> (i) Door Patra (ii) Door Angle (iii) Top Roof (iv) Angle Support (v) Hinges (vi) Door setting (vii) Back side patra <p><i>Any other items/minor repairing work identified by the concerned MTNL officer shall also be carried out by the vendor.</i></p> <p>3. Pillar major repair:</p> <p><i>The major repairs of the Pillar are to be carried out by the vendor as per the instructions of concerned MTNL officer. For this work also, MS Iron sheet of minimum 16 to 18 gauges is to be used. Red Oxide paint shall be applied after the repaired / patch up work of pillar.</i></p> <p><i>Following major repair work is to be carried out:</i></p> <ul style="list-style-type: none"> i) Replacement of Door ii) L angle support (Pillar to Foundation) iii) Repairing of Foundation <p><i>Any other items/repairing work identified by the concerned MTNL officer shall also be carried out by the vendor.</i></p> <p>4. Pillar Painting:</p> <ul style="list-style-type: none"> (i) Pillar Painting : Removal of old paint and dust, smoothening and applying one coat of red oxide and two coat of specified standard Grey colour paint of the complete pillar shell. (ii) Sign Writing: After this Sign writing at two location one on front face another on side face with yellow paint in round shape and with letters with black colour paint in consultation with SDO in-charge/AE Cable. <p>Area SDO will issue work order to the vendor with the approval of Area General Manager for all the work to be carried out under additional line item for pillar maintenance as mentioned in this section under Clause 2(iii) and issue completion certificate after the work is completed and the same is to be attached with the billing invoice.</p>
2.1	Establishing Area Fault Control Center (AFCC) :
	<p>At least one area fault control center is required to be setup at each Area Manager level from where the SPOC(Single Point of Contact) from vendor side collects the fault(s) and the provisioning details of the different type of work orders (OB's) . After rectification / Testing, the faults</p>

	<p>should be cleared from the concerned MTNL system(s) . Moreover, after the provisioning of the required service, the OBs ought to be completed by the vendor in the relevant MTNL System.</p> <p>AFCC shall be kept operational from 08:00 Hrs. to 20:00 Hrs. on a daily basis.</p> <p>MTNL's SPOC (Area Manager or his authorized representative) will, wherever possible, share the relevant information such as details of NEs, Broadband port(s) which are spare, Pillar, DP, PCM TIEs and the required cable route(s) to the vendor's SPOC .</p> <p>MTNL SPOC will inform the vendor, the designated Area MTNL store from where material to be supplied by MTNL, is to be lifted by vendor at his own cost.</p> <p>Vendor is responsible for maintaining, feeding and updating of all types of data related to faults as well as provisioning of OBs.</p> <p>Vendor's SPOC will prepare reports of all types of faults and Work Orders executed/pending as well as of any faults which are submitted manually due to exigency. These reports should be submitted to the concerned Area Manager (AM) on daily basis as per MTNL Delhi's requirements.</p> <p>MTNL Delhi will monitor the performance reports related to MTTR, Repeat Fault Analysis, Same Day Clearance, etc. through its FRS as well as through personal visit(s) / personal monitoring (wherever required) .</p>
2.2	<p>Single Point of Contact (SPOC) :</p> <p>The Vendor will appoint a senior level, experienced SPOC for the overall management and administration of the scope of work under this project. SPOC may be designated suitably as Project Director/ Manager. He/ she will be the single point of contact to MTNL Delhi related to the defined scope of work as per this tender.</p> <p>The key responsibilities of Vendor's SPOC shall include:</p> <ul style="list-style-type: none"> ➤ Accountability for the satisfactory execution of full scope of work. ➤ Act as Single Point of Contact (SPOC) between the Contractor organization and MTNL Delhi. ➤ Collate and submit (to MTNL Delhi) all the required reports periodically including the material supply by MTNL. ➤ Represent the VENDOR at operational review as well as at Management review meetings held periodically. ➤ Handle all escalations as the final point of resolution arising from field teams/ back office. ➤ Escalate unresolved issues to MTNL Delhi wherever MTNL Delhi's support is required.

	<ul style="list-style-type: none"> ➤ Liaison, wherever required, with MTNL Delhi stakeholders for administrative support, material(s), payment clearance etc. to carry out the scope of work smoothly. ➤ To provide report(s) for reconciliation of the material consumed against the material issued wherever the material is issued by MTNL Delhi.
2.3	Fault Maintenance :
	a) Cable Faults
	<ul style="list-style-type: none"> ➤ Vendor will attend all types of cable faults (such as Underground cable break, foreign voltage, earth fault etc and provide end-to-end testing) encountered in MTNL Delhi's cables. Maintenance of the cable fault(s) includes the localization of fault(s) & the tracing of faulty cable(s) , digging, jointing, testing, closing of joint(s) and the refilling of jointing pit of cable fault(s) etc. MTNL Delhi has laid 5, 10, 20, 50,100, 200, 400, 800, 1200, 1600, 2000 and 2400 pair cable (including other specifications such as A/UA and gauge information). All materials required for Cable Fault rectification, other than the materials to be supplied by MTNL, will be arranged by vendor, as well as provision of JCB, HDD machine or GPRS machine as and when required shall be arranged by the vendor. An undertaking/Lease agreement for provision of JCB, HDD, GPRS machine as and when required, shall be submitted along with bid. Vendor will make necessary updation in MTNL Delhi's FRS system which includes the clearing of Cable fault dockets in the concerned system after attending to faults in a satisfactory manner.
	b) Landline faults
	<ul style="list-style-type: none"> ➤ Vendor will localize and attend all types of Landline Faults like cable pair (both at primary/secondary site) faults , Faults at MDF (jumping faults etc) ,faults in telephone instrument faults ,drop wire, pillar, DP, MDF, internal wiring in house as well faults due to noisy line conditions etc. Vendor will make necessary updation in MTNL Delhi's FRS system which includes the clearing of Landline fault dockets in the concerned system after attending to the fault in a satisfactory manner and updating of change of NE/ MDF pair & DP pair etc, any other point required for further maintenance of the network.
	c) Broadband faults
	<ul style="list-style-type: none"> ➤ Vendor will localize and attend to all types of reported Broadband Faults including modem fault, faulty ADSL Port by changing the ADSL port through(new jumping at MDF) , CPE fault, instrument and splitter fault, speed problem, adaptor fault, Wi-Fi Access problem, fault(s) in pillar / DP / MDF, internal wiring in house, noisy line, drop wire, etc. as well as attending to the encountered configurationally /access issues. ➤ Vendor will make necessary updating in MTNL Delhi's BB FRS system which includes the clearing of the Broadband fault dockets in the concerned system after attending to the fault in a satisfactory manner any change in port details is to be inputted in CSMS system.
	d) Leased Circuit faults

	<ul style="list-style-type: none"> ➤ Vendor will localize and attend to all types of Leased Circuit Faults on Copper network related to cable pair (both at primary/secondary site) faults ,faults at MDF, noisy line, drop wire, modem fault, fault(s) in pillar/DP/MDF etc. ➤ Vendor will also expressly localize faults of Leased Circuits whose modems are sync yet customer is not able to communicate ex. Router cable faulty, router faulty etc. <p>Vendor will make necessary updation in MTNL Delhi's BB FRS system which includes the clearing of Leased Circuit fault dockets in the concerned system after attending to the fault in a satisfactory manner.</p>
	e) ISDN (PRI/BRI) faults
	<ul style="list-style-type: none"> ➤ Vendor will localize and attend to all types of ISDN Faults on Copper network like modem faults, cable pair (both primary and secondary) faults, faults at MDF, instrument, Network Terminator (NT) , faults in pillar, noisy line, DP/Pillar/MDF, drop wire etc. ➤ Vendor will, if required, liaise with EPABX vendor to resolve issues of DID, In-bound STD calls, COF calls etc. ➤ Vendor will make necessary updation in MTNL Delhi's FRS system which includes the clearing of ISDN fault dockets in the concerned system after attending to the fault in a satisfactory manner.
2.4	Work Order (OB) Execution:
	2.41 Provisioning
	a) Landline connection: <ul style="list-style-type: none"> ➤ Vendor should check the required feasibility and feed the line details like MDF pair and DP details in the concerned MTNL system. ➤ Vendor should perform the jumpering work at MDF as well as make the line extended to the customer premise .Vendor should also do the required instrument installation as well as perform the necessary fittings & testing . ➤ Vendor will feed /update all the necessary details in the concerned system and accordingly complete the OB(s) in a satisfactory manner. ➤ MTNL SPOC will share the spare of NE, information of Pillar and DP to Vendor SPOC wherever possible.
	b) Broadband <ul style="list-style-type: none"> ➤ Vendor should check the required feasibility and feed the line details like MDF pair and DP details, DSLAM Port No. etc. in the concerned system. ADSL jumpering should be done at MDF along with the works associated with the necessary fitting(s) & testing(s) including the PEM Testing. ➤ If Line Parameters are found ok, then the vendor should visit the customer premises for installing the Modem, splitter etc. and also doing all required configurations perform the necessary fittings & testing. ➤ Coordination with MTNL Delhi's NOC, if needed, has also to be done by the vendor. ➤ Vendor will feed /update all the necessary details in the concerned system and accordingly complete the OB(s) in a satisfactory manner

	<ul style="list-style-type: none"> ➤ MTNL Delhi's SPOC will, wherever possible, share the details related to NEs which can be spared, information of Pillar(s) and DPs, List of spare broadband ports etc. to the vendor's SPOC.
	<p>a) Leased Circuit</p> <ul style="list-style-type: none"> ➤ Checking feasibility and feeding the line details like DP and MDF pair in the system ➤ Making jumpering done at MDF and good quality line making from the PCM tie to MDF TIE to customer premises via concerned pillar and DP. The vendor will install the modem with necessary fittings & testing. ➤ Vendor will feed /update all the necessary details including pair qualification values in the concerned system and accordingly complete the OB(s) in a satisfactory manner ➤ MTNL SPOC will share information of Pillar, DP and corresponding PCM TIE to Vendor SPOC wherever possible.
	<p>b) ISDN (PRI/BRI)</p> <ul style="list-style-type: none"> ➤ Checking feasibility and feeding the line details like DP and MDF pair in the system. ➤ Making jumpering done at MDF and making line extended to the customer premise and installing NT, modem at exchange side (in case of BRI) and modems at both in case of PRI end and does all necessary fitting & testing. ➤ Vendor will feed /update all the necessary details including pair qualification values in the concerned system and accordingly complete the OB(s) in a satisfactory manner ➤ MTNL SPOC will share the spare of NE, information of Pillar, List of spare port and DP to Vendor SPOC wherever possible.
	2.42 Shifting
	2.421 Shift (Outside the Area)
	<p>a) Landline</p> <ul style="list-style-type: none"> ➤ Checking feasibility and feeding the line details like DP and MDF pair in the system. ➤ In case of shift in, vendor will do jumpering done at MDF and making line extended to the customer premise and installing telephone instrument and does all necessary fitting & testing. ➤ In case of shift out, vendor will do jumpering removal at MDF and drop wire etc from Subscriber premises and submits in MTNL Store wherever possible. Subscriber (customer) carries the customer premises equipment to be installed at shifted (new) location. ➤ Vendor will coordinate with other area with the help of MTNL SPOC. ➤ Vendor will feed /update all the necessary details in the concerned system and accordingly complete the OB(s) in a satisfactory manner
	<p>b) Broadband</p> <ul style="list-style-type: none"> ➤ Checking feasibility and feeding the line details like DP and MDF pair, PORT No. in the system. ➤ In case of shift in, vendor will do ADSL jumpering done at MDF and does all necessary fitting & testing including PEM Testing. ➤ If Line Parameters are ok then Vendor should visit customer premises for checking Modem, splitter etc and all other configuration, also coordinate

	<p>with NOC if needed.</p> <ul style="list-style-type: none"> ➤ In case of shift out, vendor will do jumpering removal at MDF and drop wire etc from Subscriber premises and submits in MTNL Store wherever possible. Subscriber (customer) carries the customer premises equipment to be installed at shifted (new) location. ➤ Vendor will coordinate with other area with the help of MTNL SPOC. ➤ Vendor will feed /update all the necessary details in the concerned system and accordingly complete the OB(s) in a satisfactory manner
	<p>c) Leased Circuit</p> <ul style="list-style-type: none"> ➤ Checking feasibility and feeding the line details like DP and MDF pair in the system. ➤ In case of shift in, vendor will do jumpering done at MDF and making line from the PCM tie to MDF TIE to customer premises via concerned pillar and DP and does all necessary fitting & testing.. ➤ In case of shift out, vendor will do jumpering removal at MDF and pillar and recover drop wire etc and submit in MTNL Store wherever possible. Subscriber (customer) carries the customer premises equipment to be installed at shifted (new) location. ➤ Vendor will feed /update all the necessary details in the concerned system and accordingly complete the OB(s) in a satisfactory manner
	<p>d) ISDN (PRI/BRI)</p> <ul style="list-style-type: none"> ➤ Checking feasibility and feeding the line details like DP and MDF pair in the system. ➤ In case of shift in, vendor will do jumpering done at MDF making line extended to the customer premises via concerned pillar and DP and installing NT(in case of BRI) , modems at both end(in case of PRI) and does all necessary fitting & testing. ➤ In case of shift out, vendor will do jumpering removal at MDF and Pillar and recover drop wire etc and submits in MTNL Store wherever possible. Subscriber(customer) carry the customer premises equipment to be installed at shifted (new) location. ➤ Vendor will coordinate with other area with the help of MTNL SPOC. ➤ Vendor will feed /update all the necessary details in the concerned system and accordingly complete the OB(s) in a satisfactory manner
	<p>2.422 Shift (Within the Area outside exchange)</p>
	<p>a) Landline</p> <ul style="list-style-type: none"> ➤ Checking feasibility and feeding the line details like DP and MDF pair in the system. ➤ In case of shift in, vendor will do jumpering done at MDF and making line extended to the customer premise and installing instrument and does all necessary fitting & testing. ➤ In case of shift out, vendor will do jumpering removal at MDF and drop wire etc from Subscriber premises and submits in MTNL Store wherever possible. Subscriber (customer) carries the customer premises equipment to be installed at shifted (new) location. ➤ Vendor will feed /update all the necessary details in the concerned system and accordingly complete the OB(s) in a satisfactory manner
	<p>b) Broadband</p>

	<ul style="list-style-type: none"> ➤ Checking feasibility and feeding the line details like DP and MDF pair, PORT No. in the system. ➤ In case of shift in, vendor will do ADSL jumpering done at MDF and does all necessary fitting & testing including PEM testing. ➤ If Line Parameters are ok then Vendor should visit customer premises for checking Modem, splitter etc and all other configuration, also coordinate with NOC if needed. ➤ In case of shift out, vendor will do jumpering removal at MDF and drop wire etc from Subscriber premises and submits in MTNL Store wherever possible. Subscriber (customer) carries the customer premises equipment to be installed at shifted (new) location. ➤ Vendor will feed /update all the necessary details in the concerned system and accordingly complete the OB(s) in a satisfactory manner
	<p>c) Leased Circuit</p> <ul style="list-style-type: none"> ➤ Checking feasibility and feeding the line details like DP and MDF pair in the system. ➤ In case of shift in, vendor will do jumpering done at MDF and making line from the PCM TIE to customer premises and does all necessary fitting & testing. ➤ In case of shift out, vendor will do jumpering removal at MDF and Pillar and recover modems and drop wire etc from Subscriber and submits in MTNL Store wherever possible. Subscriber (customer) carry the customer premises equipment to be installed at shifted (new) location. ➤ Vendor will feed /update all the necessary details in the concerned system and accordingly complete the OB(s) in a satisfactory manner
	<p>d) ISDN (PRI/BRI)</p> <ul style="list-style-type: none"> ➤ Checking feasibility and feeding the line details like DP and MDF pair in the system. ➤ In case of shift in, vendor will do jumpering done at MDF making line extended to the customer premise and installing NT, modems at both end and does all necessary fitting & testing. ➤ In case of shift out, vendor will do jumpering removal at MDF and recover drop wire etc from Subscriber and submits in MTNL Store wherever possible. Subscriber (customer) carry the customer premises equipment to be installed at shifted (new) location. ➤ Vendor will feed /update all the necessary details in the concerned system and accordingly complete the OB(s) in a satisfactory manner
	2.423 Shift (Within the Area within exchange)
	<p>a) Landline</p> <ul style="list-style-type: none"> ➤ Checking feasibility and feeding the line details like DP and MDF pair in the system. ➤ Making line extended to the customer premise and installing instrument and does all necessary fitting & testing. ➤ Vendor will feed /update all the necessary details in the concerned system and accordingly complete the OB(s) in a satisfactory manner.

	<p>b) Broadband</p> <ul style="list-style-type: none"> ➤ Checking feasibility and feeding the line details like DP and MDF pair, PORT No. in the system. ➤ Making line extended to the customer premise and installing instrument and does all necessary fitting & testing including PEM Testing ➤ Making ADSL jumpering done at MDF and does all necessary fitting & testing. ➤ If Line Parameters are ok then Vendor should visit customer premises for checking Modem, splitter etc and all other configuration, also coordinate with NOC if needed. ➤ Vendor will feed /update all the necessary details in the concerned system and accordingly complete the OB(s) in a satisfactory manner.
	<p>c) Leased Circuit</p> <ul style="list-style-type: none"> ➤ Checking feasibility and feeding the line details like DP and MDF pair in the system ➤ Making line making from the PCM TIE to customer premises. ➤ Vendor will feed /update all the necessary details in the concerned system and accordingly complete the OB(s) in a satisfactory manner
	<p>d) ISDN (PRI/BRI)</p> <ul style="list-style-type: none"> ➤ Checking feasibility and feeding the line details like DP and MDF pair in the system. ➤ Making line extended to the customer premise and installing NT, modems at both end and does all necessary fitting & testing. ➤ Vendor will feed /update all the necessary details in the concerned system and accordingly complete the OB(s) in a satisfactory manner .
	2.424 Closing
	<p>a) Landline</p> <ul style="list-style-type: none"> ➤ Vendor should remove the jumpering at MDF, recover the instrument (if required) , drop wire(whenever possible) etc. And submit these recovered items in MTNL Delhi's Store. ➤ Vendor will feed /update all the necessary details in the concerned system and accordingly complete the OB(s) in a satisfactory manner
	<p>b) Broadband</p> <ul style="list-style-type: none"> ➤ Making jumpering removal at MDF and recover modem, instrument, splitter(if required) and drop wire(whenever possible) etc from Subscriber and submit in MTNL Store. ➤ Vendor will feed /update all the necessary details in the concerned system and accordingly complete the OB(s) in a satisfactory manner
	<p>c) Leased Circuit</p> <ul style="list-style-type: none"> ➤ Making jumpering removal at MDF and recover modem(if required) and drop wire(whenever possible) etc from Subscriber and submits in MTNL Store. ➤ Vendor will feed /update all the necessary details in the concerned system and accordingly complete the OB(s) in a satisfactory manner including Date of closure

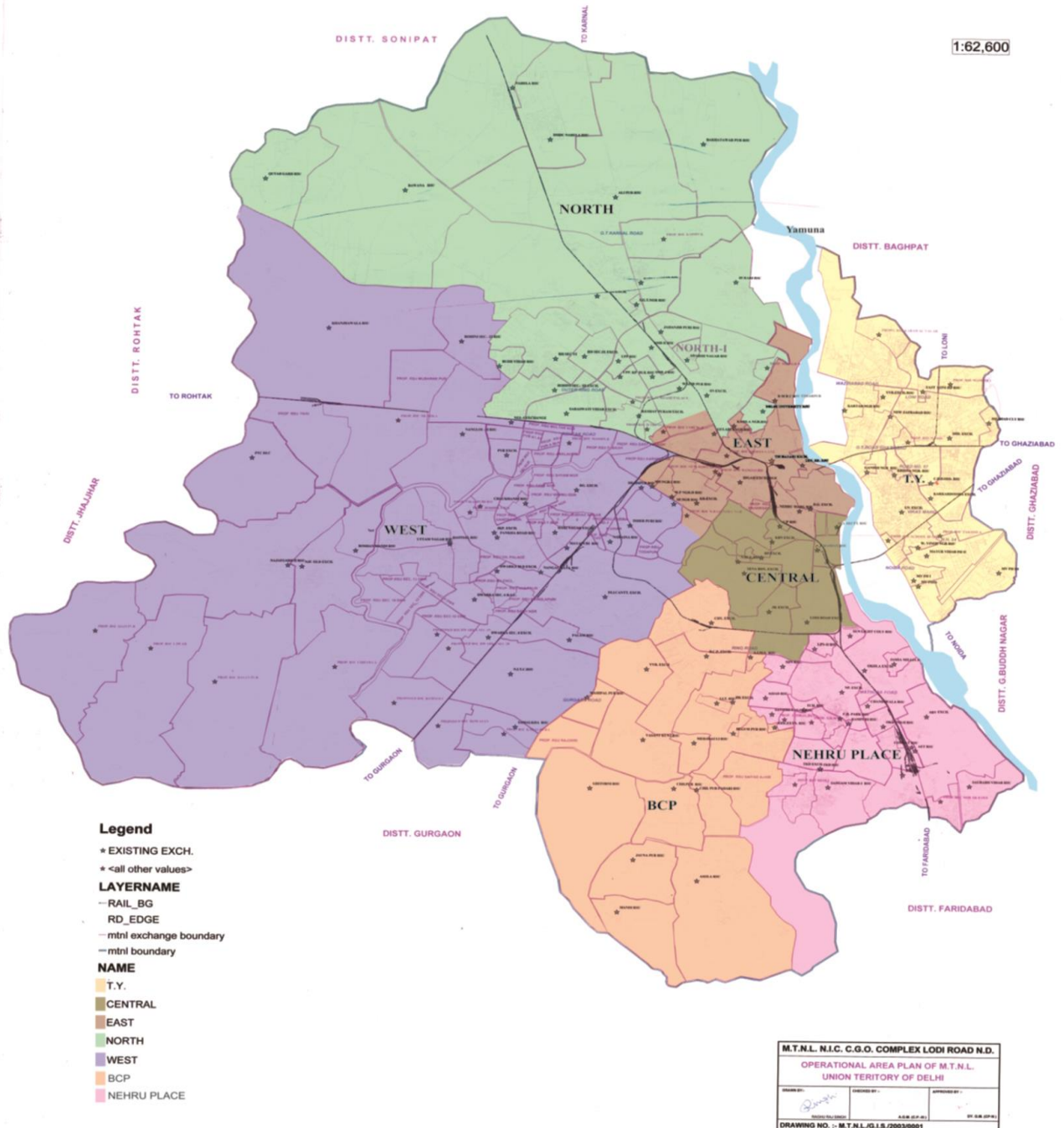
	<p>d) ISDN (PRI/BRI)</p> <ul style="list-style-type: none"> ➤ Checking Making jumpering removal at MDF and recover modem (if required) and drop wire(whenever possible) etc from Subscriber and submits in MTNL Store. ➤ Vendor will feed /update all the necessary details in the concerned system and accordingly complete the OB(s) in a satisfactory manner including Date of closure.
	<p>2.425 Replacement of old/faulty Instrument Set:-</p> <ul style="list-style-type: none"> ➤ Area manager will get the OB issued for replacement of old CLIP instrument with a new instrument. Vendor will get the CLIP instrument from local MTNL area store and provide a new CLIP instrument to the subscriber and return the old instrument to the designated local MTNL Area store.
<u>2.5</u>	<p>Miscellaneous</p>
	<p>a) (i) All stores related to the Maintenance and Provisioning of Telecom External Plant including Drop wire, Jumper Wire, PVC Cable and all other accessories related to subscriber-end line materials, materials required for rectification of cable faults other than PIJF cable and TSF kits as mention below in clause 2.5(a) (ii) shall also be supplied by the vendor.</p> <ul style="list-style-type: none"> ➤ Drop wire, Jumper wire, PVC Twin wire, ➤ Subscriber end line materials except for items mentioned under clause 2.5(a) (ii) below. ➤ Also, other materials like Jella Compound, jelly, Oil, Sleeves, Tapes, Thread, burner etc will be arranged by the vendor. ➤ The services will be maintained on best effort basis by the Vendor. ➤ Any other materials/Tools not covered under clause 2.5 (a) (ii) below. <p>(ii) MTNL shall provide only the following items-</p> <ul style="list-style-type: none"> ➤ All size of Copper PIJF Cable with related TSF kits. ➤ Leased Line Modems (MLDN & Non-MLDN Modems) for new connection as well as maintenance purposes. The services will be maintained on best effort basis by the Vendor. ➤ BRI/PRI Modems for new connections as well as for maintenance purposes. The services will be maintained on best effort basis by the Vendor. ➤ CLIP PHONE including line cord & Rosette for maintenance and provisioning purpose. The services will be maintained on best effort basis by the Vendor. ➤ ADSL CPEs & Splitters for provisioning as well as maintenance purposes. The services will be maintained on best effort basis by the Vendor. ➤ CT Box and all types of modules for Pillar and MDF Maintenance. ➤ DP Box and its modules for DP Maintenance. ➤ Pillar /Cabinet for Pillar Maintenance. <p>(b) Storing, Packing, transportation and insurance of required materials shall be provided by the vendor at no additional cost to MTNL Delhi.</p>

	Vendor will be responsible for transporting material issued by MTNL Area designated store to site on its own.
	<p>c) (i) Road cutting permission and payment of RR (Road Restoration) charges to the concerned agency(s) shall be the responsibility of the MTNL. However vendor will coordinate in getting permission RR. In many cases where other agency had damaged the cable, the cable restoration work must be started immediately and start of work must not be delay citing RR permission an issue, as in such case RR permission had already taken by the agency that have damaged the cable.</p> <p>(ii) In other cases also, the effort for restoration of faulty cable work should start as soon as possible in coordination MTNL officers.</p> <p>(ii) In case of Theft in copper network including U/G cable under scope of work of vendor, after intimation by the Vendor, MTNL Delhi will be responsible for lodging the FIR.</p>
	<p>d) Material(s) used in the MTNL network should conform to the latest / relevant TEC GR/MTNL specifications. Wherever TEC GR / MTNL specifications are not available, it should conform to acceptable standards.</p> <p>The purchaser or its representative shall have the right to inspect and test the services material(s) for their conformity to the asked for specifications either on its own or through third party. All required testing instruments, test gadgets including access to drawings and production data of material shall be furnished to inspector at no additional charge to the purchaser.</p>
	e) MTNL Delhi may also check the capability of the vendor's deputed manpower resources for work at any time. Any such noticed shortcoming in manpower shall be considered as a deficiency in service.
	f) Area GM wise Map of Operational Area of MTNL Delhi is placed in Annexure VI-A for reference.
	g) Tentative List of MDF premises under North Area in MTNL Delhi is placed in Annexure VI-B for reference. The exact location of the building from MTNL DELHI SPOC.
	h) Present indicative setup of external copper network at MTNL Delhi is placed in Annexure VI-C for reference.
	i) Count of MDF location, Pillar, DP & Length conductor in kms is placed at Annexure VI-D for reference.
	j) Present flow charts (generic) of fault rectification pertaining to the different asked for services by MTNL Delhi are placed in Annexure VI-E for reference.
	k) Average fault booked per month for the period 20.04.2021 to 19.04.2022 for different services in North Area of MTNL DELHI are placed in Annexure VI-F for reference
	l) Average provision per month during 20.04.2021 to 19.04.2022 for different services in North Area of MTNL DELHI are placed in Annexure VI-G for reference

Annexure VI-A

Area GM wise Map of Operational Area of MTNL Delhi

MAHANAGAR TELEPHONE NIGAM LIMITED DELHI TELEPHONE OPERATIONAL AREA

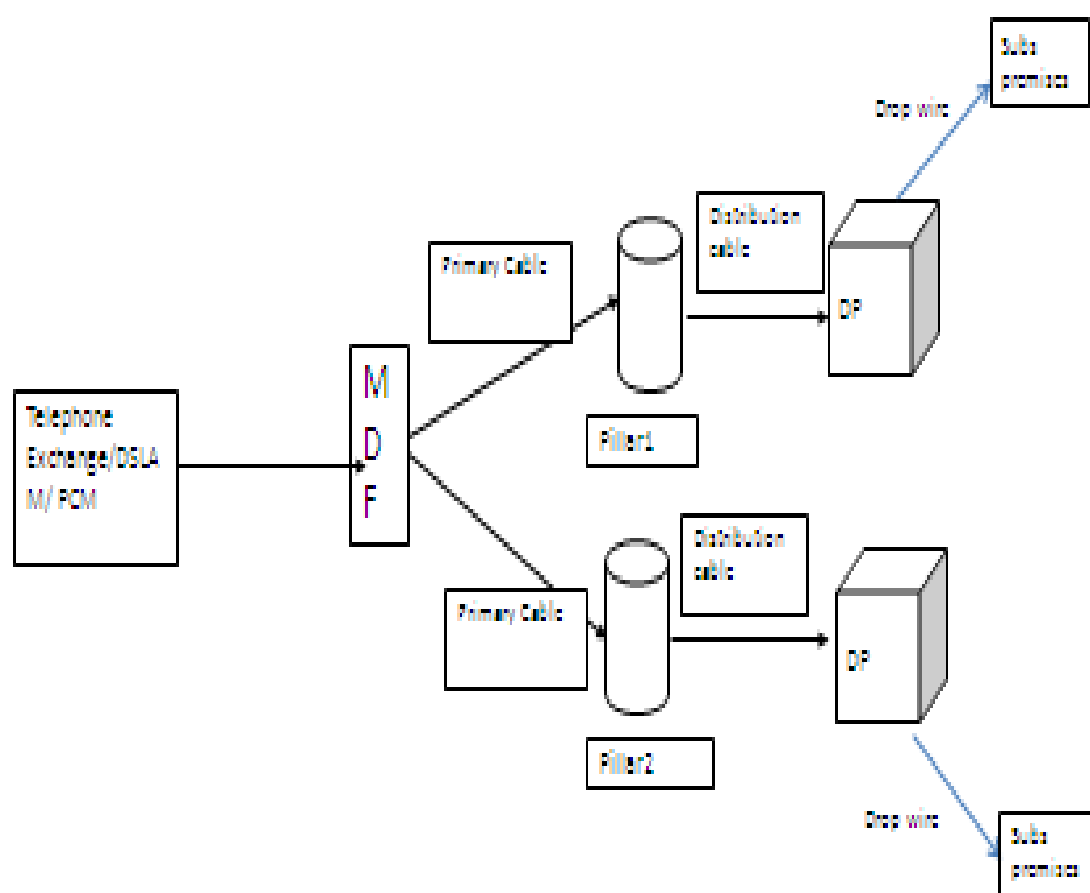


Annexure VI-B

Tentative list of MDF Locations under North AREA- GM

S.No	Area GM	Coverage area
1.	NORTH	Shakti Ngr. ,Rohini Sec.9 ,Badli ,Narela ,Shalimar Bagh-I ,Shalimar Bagh-II C.C. Block , ,Rohini Sec.-6 ,Pawan Hans, Begmpur,Rohini Sec-11 , Keshav Puram , Saraswati Vihar (New Bldg) ,Badli ,Bawana Sec.-3 ,Bawana Sec.-5 ,AD block Shalimar bagh, Nimri Colony (Bharat Ngr.) ,K.P. Plaza ,CU Block , Burari ,Jahangir Puri , Adarsh Ngr. (Kewal Park) ,Delhi University , Mukherji Ngr.-II (Dhakha),Netaji Subhash Place ,Tri Ngr.-II (Jai Mata Mkt.) ,HMR ,Ali Pur-II ,Bankner , Bawana ,Khera Khurd ,S. GAN. TPT Nagar, Pehlad Pur

OVERVIEW OF EXTERNAL PLANTS



Annexure VI-D

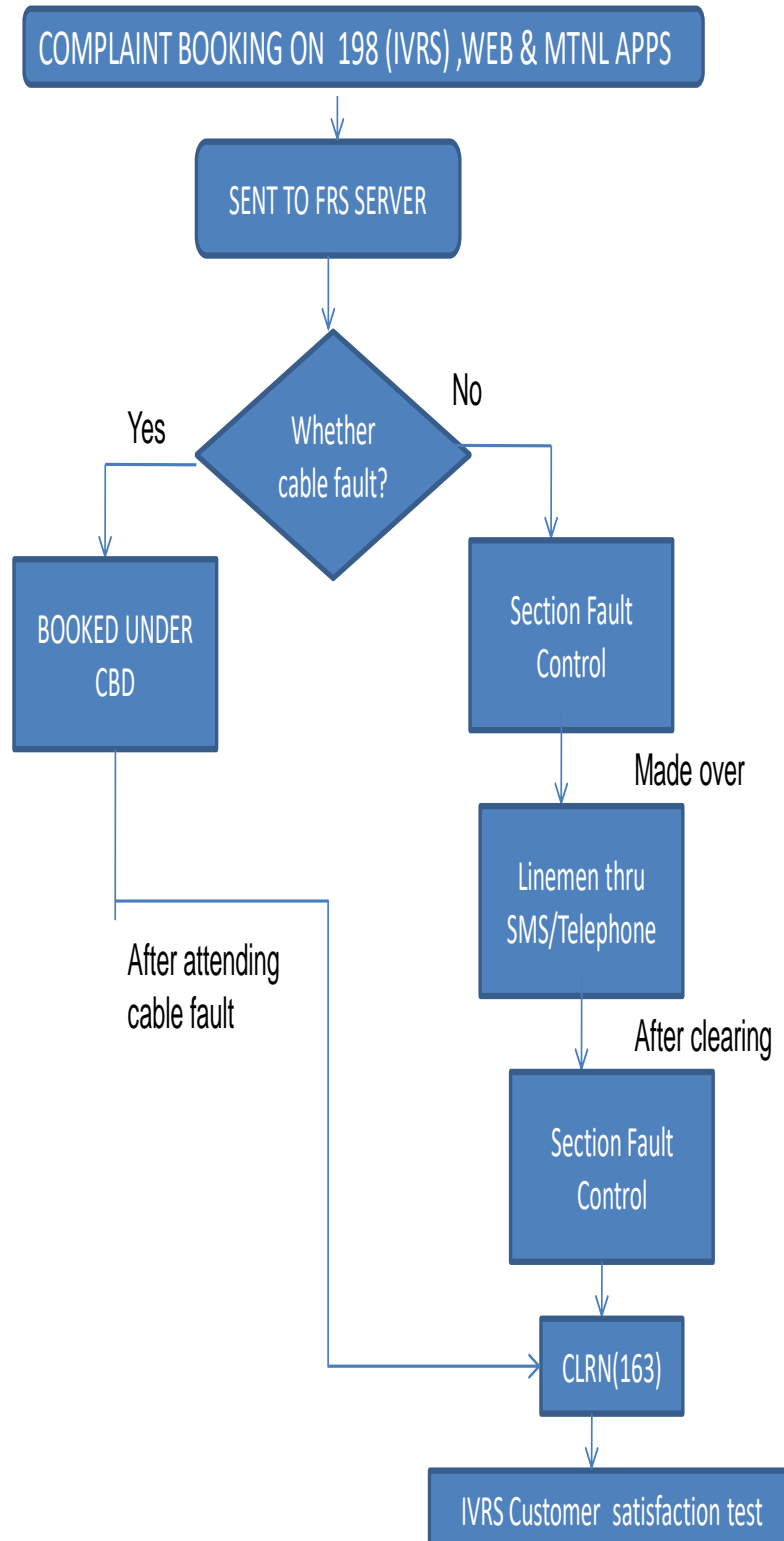
Area wise Count of MDF

S.N	Area	No of MDF
1	NORTH	34

Above are tentative counts in figures.

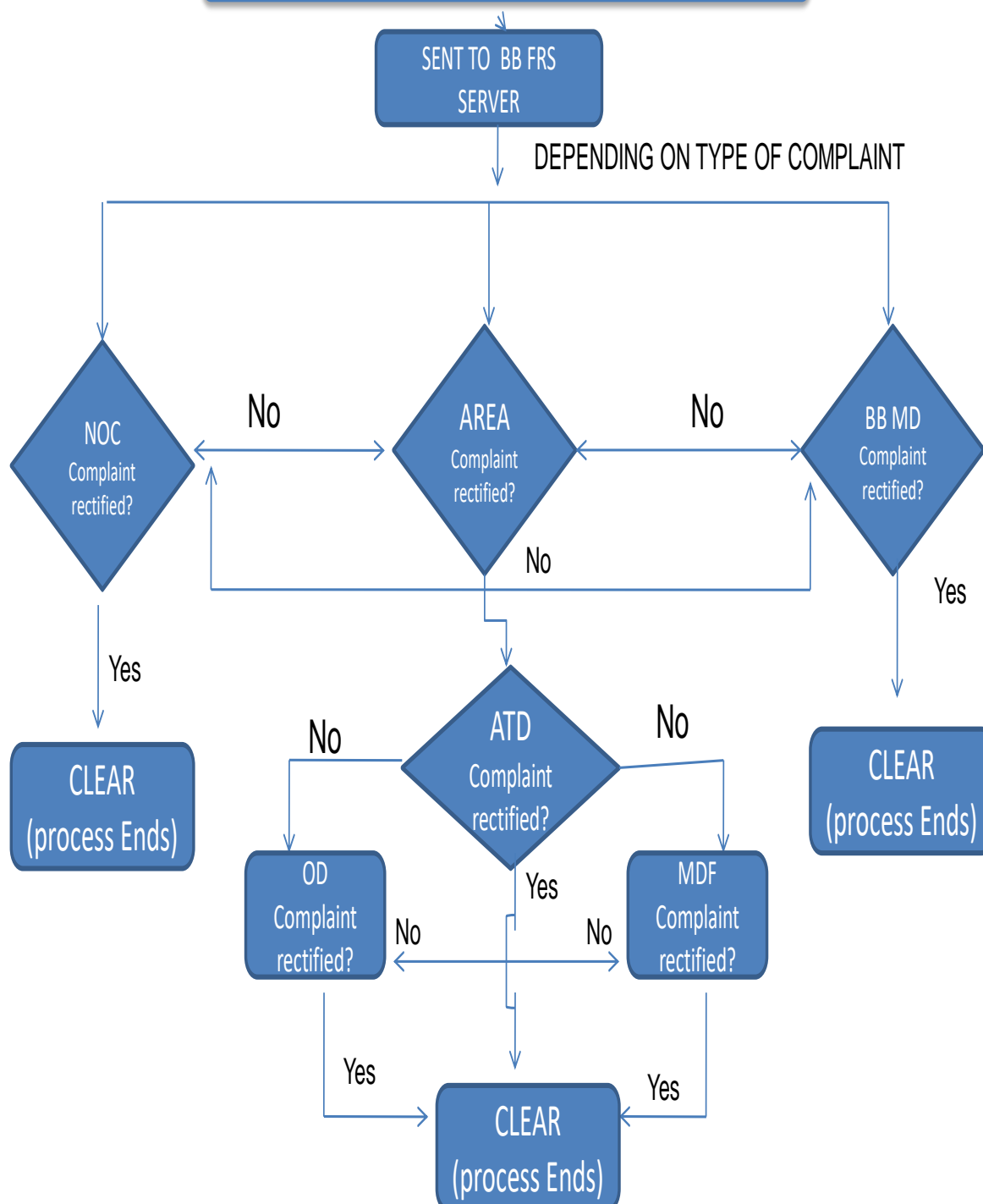
: : FLOW CHART

LL Fault Booking and Clearance

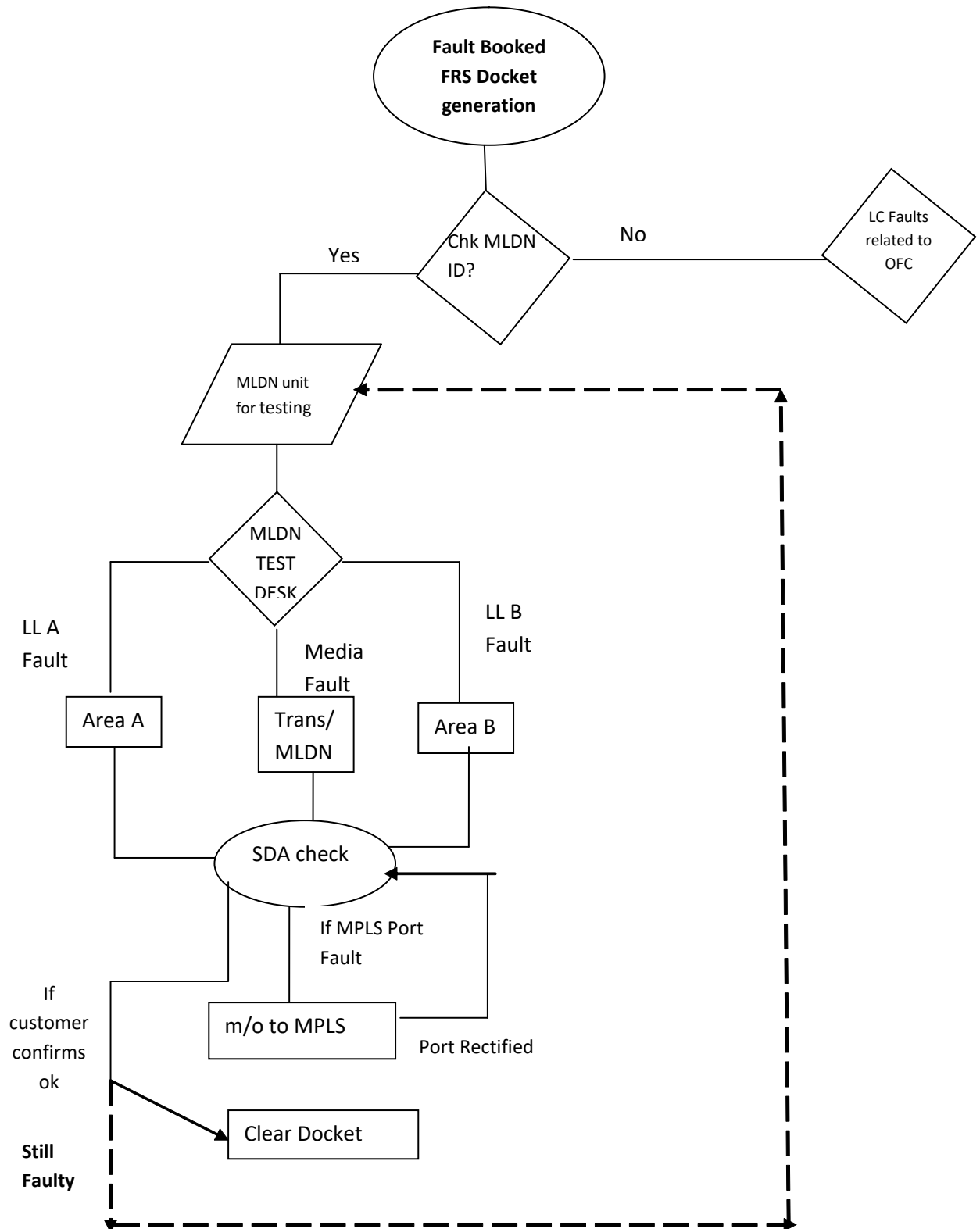


BB Fault Booking and Clearance

COMPLAINT BOOKING ON 1504 (CALL CENTER) ,WEB & MTNL APPS



Leased Circuit Fault Repair Flow Chart



Annexure VI-F**Average faults booked per month in the period (01.04.2022 to 31.03.2023)
for different service in North Area of MTNL DELHI**

Area	Landline	Broadband	ISDN (PRI&BRI)	Leased Circuits
NORTH	39186	4758	45	3971

Area	Avg. Cable Faults per month w.e.f <u>(01.04.2022 to 31.03.2023)</u>	
	Primary	Distribution
NORTH	3	10

Annexure VI-G

Tentative Average provisioning per month in the period of (01.04.2022 to 31.03.2023) for different services in North Area of MTNL DELHI

SL	GM(Unit) (Area)	Provisioning of different services of monthly average in a year			
		Land line (Without BB)	Broad band	ISDN	Leased Circuit
				PRI & BRI	
1	NORTH	5	1	1	1

ANNEXURE-VIH**TEC GR/SPECIFICATION OF MATERIAL USED IN MTNL DELHI NETWORK**

S.NO	Name of the Item	GR No/SPECIFICATION.
1	4 Pair House Wire Cable PVC (0.5mm) ,	TEC/GR/TX/WIR-009/05 March 2011
2	10 Pair House Wire Cable PVC (0.5mm)	TEC/GR/TX/WIR-009/05 March 2011
3	PVC Twin Flat (0.5 mm)	TEC/GR/TX/WIR-009/05 March 2011
4	12 Wire Switch Board Cable PVC (0.5 mm)	GR NO. GR/WIR-06/03, March 2002
5	10 Pair DP MODULES (DISCONNECTION TYPE)	GR No.GR/CTN-03/03 March 2004
6	CT BOX 100 PAIR (DISCONNECTION TYPE)	GR No.GR/CTN-03/03 March 2004
7	DP BOX 10PAIR EXTERNAL	GR No. GR/CTN-10/03 JUN 2005 . (With amendment No.1 Dated 01/05/2006)
8	Two Way Speaker Clip Feature Phone	<i>Specification as mention in section VI</i>
9	Jumper Wire PVC (0.5 mm)	TEC GR No. GR/WIR-10/03 SEP 2006 (with Errata No. 1 dtd 08.06.2007 & Amendment No. 1 dtd 26.12.2012)
10	20 PAIR MODULAR CONNECTOR	GR NO. G/CJM-16/02, DEC. 99
11	Round Shape Twisted Self Supporting Drop Wire (0.5mm)	Reference Documents: (i) Specification as in MTNL Delhi tender No. AGM(MP-L) /Round Shape Twisted SS DropWire/2018-19/02
12	SHDSL MODEM	TEC GR No. G/DSL-03/01 June 2003
13	TSF Jointing Kits	GR/FLA/CJM-01/04 JUN. 2010 with amendment No.1 dated 22.11.2011 and with latest amendments, if any.
14	Buttonski Telephone Handset	TEC GR NO. GR/BUT-01/03, March 2006 OR Conforming to Spec. GR/BUT-01/03 March 2006 with latest amendment , if any.
15	MDF Material	GR NO. GR/CTN-01/04, May 2005.
16	All size/ capacity PIJF cable	GR/CUG-01/03 , Aug-2003 with latest amendments if any

NOTE:- HOWEVER TEC/GR CAN BE SEEN IN WEBSITE WWW.TEC.GOV.IN
UNDER TECHNICAL SPECIFICATION WINDOW

SECTION-VII
BID FORM
PART-A

To,
AGM (MPL) , 8th floor kidwai bhawan, New Delhi-110001

Dear Sir,

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 deliverin conformity with the said drawings, conditions of contract and specifications for the sum shown in the price schedule attached herewith and made part of this bid.
2. We undertake, if our bid is accepted, to commence services within () days / months and to complete delivery of all the items / services specified wherein applicable in the contract within () days / months calculated from the date of issue of your purchase order.
3. If our bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum @5% of the contract value for the due performance of the contract.
4. We agree to abide by this bid for a period of. ...150.....Days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Purchase Order of contract is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
5. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
6. We understood that you are not bound to accept the lowest or any bid, you may receive.

Dated thisday of2023

Name and Signature.....

In the capacity of.....

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

Witness.....

Address.....Signature.....

**SECTION-VII
BID FORM
PART-B**

1.The Tenderer

- i) Name of the Company
- ii) Mailing Address
Telephone
FAX
- iii) Location of manufacturing facility.
- iv) Name of the Managing Director.

2.Maufacturing Capacity, (Product wise)

- i) Licensed Capacity
- ii) Installed Capacity.
- iii) Equipped Capacity for through put.
- iv) Actual production/sales of the quoted items during the last three years.

**3. i) Brief description of the facilities for
Manufacture, production, inspection,
Testing and quality assurance.**

- ii) If the equipment (s) being offered has been evaluated/tested by any organisation such as TEC/DOT (QA) /ISI/ISO 9001/9002 or eq-
-uivalent certification etc., details of same
May please be provided.

- 4) State whether the equipment offered conform to the specifications in the tender and subsequent amendment, if any clearly state the deviations, if any.

- 5) State specifically whether the price(s) quoted, to the to the best of your knowledge and belief, are not higher than what is permissible to you from a private purchaser for similar good under any law in force at the time of bidding
If not, state the reason(s) and the margin of profit.

- 6) Constitution of the Company

i.e. is the company Registered under

i) The Indian Companies Act 1913

ii) The Indian Partnership Act 1931

Name of the Partners i)

ii)

iii)

iii) Any other Act (give details)

7. Please state if the offers are directly from the Manufacturers Yes /No

If no to 7th

i) Do they have Distributors /Dealers/Marketing Agents etc. Yes/No

ii) If yes please state

iii) The Name and Address of the Distributors
/Dealers/Marketing Agents etc

iv) The service & the Distributors /Dealers/Marketing
Agents etc shall provide.

v) Amount of Commission /Remuneration payable to
the Distributors /Dealers/Marketing Agents

8. Brief description of after sales service facilities
available with the Bidder

i) Repair shop

a) Location

b) Facilities available for repairs

ii) Nos. of employees for customer support /
after sales service at Delhi
(Attached documentary proof)

a) Engineers

b) Technicians

9. Are you providing comprehensive
post warranty annual maintenance
to the organizations at Delhi where you
have supplied similar goods in the past.

i) If yes, name three such organizations

ii) Are the above organizations satisfied with the performance and quality of Service rendered?

10) Please indicate the details of
The items being offered has been
Supplied during last three years
to any other organization.

11) Details of the similar items supplied
Installed and commissioned in last
three years.

(Attach documentary proof)

12) Details of Bank Particulars, Branch, MICR No., IFSC/RTGS Code, etc.

Signature with Stamp

SECTION VIII
BID SECURITY FORM
PROFORMA FOR BANK GUARANTEE FOR BID SECURITY

(To be stamped in accordance with the Stamp Act)

B.G. NO. : -----
DATE OF ISSUE : -----
VALID UPTO : -----
Tender Enquiry No: -----

Ref: -----

Whereas(Hereinafter called "The Bidder") has submitted its bid dated.....for the supply ofvide Tender No.....dated.....KNOW ALL MEN by these presents that WE.....OF.....having our registered office at(hereinafter called "The Bank") are bound unto MAHANAGAR THLEPHONE 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 OBLIGATIONS 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.
3. If at any stage it is found that the documents in support of qualification to tender conditions is forged or tampered with or manipulated to take undue advantage by the bidder.
4. "If at any stage it is found that the bidder resorted to / was involved in cartel information. "

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 any or more or all of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in the clause 12 and 28.2 and 38 of section-II of the bid document up to 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 the capacity of

Full Address of the branch

Name and Signature of Witness

Address of witness

Tel. No. Of branch:
FAX No. Of branch:

SECTION –IX

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

To reach in the O/o AGM (MP-L) ,
8th floor kidwai bhawan,, New Delhi-110001

To

Asstt. Genl. Manager (MP-L)
8th floor kidwai bhawan,, New Delhi-110001

**Subject: Authorization for attending bid opening on in the tender No.
AGM (MPL) /Outsource of External Plant of North Area/2023-24/08**

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 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

It is to certify that the tender document is carefully read & understood and all the Sections, Annexure and Clauses including Section- II (Instruction to Bidder) ; Section-III (Commercial Conditions) ; Section-IV (Special Conditions) ; Section-VI (Specifications) ; 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. _____)
Capacity in which signing along with Seal.

OR Declaration of Deviation (If any)

It is to certify that the tender document is carefully read & understood and all the Sections, Annexures and clauses including Section- II (Instruction to Bidder) ; Section-VI (Specifications) ; Section-III (Commercial Conditions) ; Section-IV (Special Conditions) ; 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. _____)
Capacity in which signing along with Seal.

ANNEXEURE - C (CLOSE RELATIVE DECLARATION)

**“I s/o r/o
..... Hereby certify that none of my relative(s)
as defined in the tender document is/are employed in MTNL 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.”**

Station:

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

Date:

Note: The bidder should give a certificate that none of his/her near relatives are working in MTNL. 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.

ANNEXURE-D

Declaration Regarding Black Listing

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 and/or banned 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.

ANNEXURE - E

Format for Self-Certification regarding local content (LC) for Telecom product, Services or Works

Dated:

IS/o, D/o, W/o, Resident ofdo hereby solemnly affirm and declare as under:
That I agree to abide by the terms and conditions of Department of Telecommunications, Government of India issued vide Notification No:..... dated

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Department of Telecommunications, Government of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Telecommunications, Government of India and I will be liable as under clause 9 (f) of Public Procurement (Preference to Make in India) Order 2017.

I agree to maintain all information regarding my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any statutory authorities.

- I. Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity)
- II. Date on which this certificate is issued
- III. Telecom Product/Services/Works for which the certificate is produced
- IV. Procuring agency to whom the certificate is furnished
- V. Percentage of LC claimed.....
- VI. Name and contact details of the unit of the manufacturer.....
- VII. Sale Price of the product
- VIII. Ex-Factory Price of the product.....
- IX. Freight, insurance and handling x. Total Bill of Material xi. List and total cost value of inputs used for manufacture of the Telecom Product/Services/Works
- X. List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not in-house.....
- XI. List and cost of inputs which are imported, directly or indirectly.....

For and on behalf of (Name of firm/entity)
Authorized signatory (To be duly authorized by the Board of Directors)
Name.....
Designation.....
Contact Number.....
Date.....

ANNEXEURE - F

Undertaking regarding Resources/Manpower

I/We shall undertake that I/We have all technical/financial/manpower resources to complete the total allotted work within the time specified in this tender and I/We shall further ensure to maintain the daily output accordingly. I/We shall arrange more resources/ manpower as per actual requirement to cope up with the work.

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

ANNEXURE - G

"I.....S/D/O..... have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that we M/sis not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that we, M/s fulfill all requirements in this regard and is eligible to be considered. Copy of valid registration by the Competent Authority is attached herewith (if applicable) . Further, it is to undertake that we M/s will not sub-contract any work to a contractor from such country (ies) unless such contractor is registered with the Competent Authority".

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

SECTION –X
(INDEMNITY BOND ON Rs. 100- STAMP PAPER)

DECLARATION:

I _____ son of _____ /wife of _____
Shri _____
And _____ proprietor /Director / partner/ of
M/S _____

Do hereby solemnly affirm and declare as under:-

1. That I am the sole prop./partner/Director/ Authorized Signatory of M/s ----

----- which has never ever been debarred and / or
black-listed by any Deptt. Of Central Govt./State Govt./PSU/Public
bodies / Municipalities and not having any ongoing litigation or court
case pending or any other money suits and also state that the bid is not
submitted in the name of this firm while being Director or partner or
proprietor of such firm which is either debarred, black-listed or has
entertained litigation or having ongoing litigation or court cases or money
suits pending regarding the failure of contractual obligations.
2. That I state & declare that none of my near relatives or any of the
partners or other directors are working in MTNL in general and in MM
and construction wings in particular.

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 be liable to black-listed / debarred/ banned for future works /
contract with MTNL/BSNL/DOT. Any such action shall however be
without prejudice to MTNL's rights under the law.

The above declaration is given in accordance with the NIT conditions.

Signature of Prop. /Partner/Director/

(Shri / Smt./Miss)

- Note: 1. If the firm has been debarred and / or blacklisted by any Deptt. Of
Central Govt./State Govt./PSU/Public bodies / Municipalities in past and
now the order has been revoked or period finished or court case is under
process, then firm should furnish details of such cases.
2. The near relatives for this purpose are defined as per clause no. 34 of
Section-II.
 3. The authorized signatory is signing this indemnity bond/ undertaking on
behalf of proprietor/directors/partners and will not relieve the
proprietor/directors/partners from any /all the legal bindings as
envisaged herein.

PART-B

(Financial Bid)

Section-XI
Price Schedule for Services

T.E. No AGM (MPL) /Outsource of External Plant of North Area /2023-24/08
Instruction:-

- Bidder has to submit his price bid for Comprehensive Maintenance and provisioning of Different type of Telecom services in Copper Network of MTNL Delhi with material at the rate of per line per month basis. The existing lines are given as per table in Section I and V. Services charge for different activities shall be as per Annexure V-B1,V-B2, V-B3 and V-B4.
- The rate for provisioning work is given in Annexure-V-B2 in Section V.
- The rate for additional line item for pillar maintenance is given in Annexure-V-B3 in Section V.
- The rate for onetime payment for restoration of existing pending cable fault and outdoor line fault is given in Annexure V-B4 will remain fixed during the contract period.
- Financial bid will be prepared and evaluated only on per line per month maintenance charge and ERA(E-Reverse Auction) will also be conducted on per line per month maintenance charge (Final base price per Unit) only. The rate for additional line item for pillar maintenance, provisioning work and onetime payment for pending faults will not be considered for tender evaluation.
- No financial bid will be called for additional line items for pillar maintenance, provisioning work and onetime payment for restoration of existing pending cable fault and outdoor line fault as defined in Section -V.
- The % variation w.r.t. base rate for per line per month maintenance charge, arrived in the above process will also be applicable on the provisioning work and additional line items for pillar maintenance rate as defined in Section -V.
- Bidder have to submit his financial bid in the form of percentage (%) variation with respect to base price per unit for Comprehensive Maintenance and provisioning of Different type of Telecom services on Copper Network.

A. EXAMPLE:

If the bidder wants to offer as	Then the bidder should fill in the financial bid as
At same rates as given in the Base price per unit	100
At 10% above the rates given in the Base price per unit	110
At 10% below the rates given in the Base price per unit	90

- B. 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.

- c. 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.

Price Bid Form

T.E. No AGM (MPL) /Outsource of External Plant of North Area /2023-24/08

Sl.No	Area GM(Unit)	Base Price Per Unit (Excluding GST) in Rs.	Percentage (%) variation with respect to MTNL 's Base Price Per Unit	Final Base Price Per Unit in Rs.	Final Base Price Per Unit in Rs. (In Words)
A	B	C	D	E	F
1	North	84.85			

Note (1) Approve Rates(Quoted L1 rate) i.e the contract rate shall remain fixed during the first SIX months of contract and will not be increased at any cost due to increase in labour rates or any other rate and levies etc. After Six months rate will be enhanced by 7% of initial awarded base rate. After completion of 12 months contract there will be enhanced 14% in the initial awarded base rate and so on.

Note (2) The rate for provisioning work & Additional Line Item Rate for pillar maintenance (mention in Section-V) will be increase by 8% of initial awarded rate in second year of the contract and 15% of in initial awarded rate in extended period of contract.

Note (3) If the discrepancy exists between figure & words, the amount in words will prevail.

Note (4) 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 purchaser shall not be responsible for any loss/likely loss caused due to error in translation whatsoever. In such cases, for the purpose of interpretation of the bid, the English translation shall only govern.

Note (5) Abnormally higher/lower rates will not be considered by MTNL.

Note (6) For quoting charge/rates for different items of work, the Section-XI itself has to be used. No separate charges other than those items indicated in Section-XI will be payable to the CONTRACTOR.
Name and address of Attorney

Name :
Address :
Date :
Signatures of witness :

Signature of bidder :

PART-C

**(Proforma for documents required at the time of
award of contract)**

SECTION XII
PERFORMANCE SECURITY GUARANTEE BOND

1. In consideration of the ED Delhi , MTNL, (herein after called “MTNL”) having agreed to exempt----- (herein after called “The said contractor(s) ”) from the demand under the terms and conditions of an agreement/advance purchase order No.....dated.....made between.....andfor the supply of(herein after called “The said agreement”) , of security deposit for the due fulfilment by the said contractor(s) of the terms and conditions contained in the said agreement, on production of the Bank Guarantee forwe, (name of the bank)(herein after referred to as “the bank”) at the request of.....(contractor(s) do hereby under take to pay to the MTNL an amount not exceedingagainst 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 under take 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 contractor(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 payments
4. We (name of the bank)further agree that the guarantee herein contain 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 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 agreements 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 THREE YEARS (as specified in the PO) from the date thereof. We shall be discharged from all liabilities under this guarantee thereafter.
5. We (name of the bank)further agree with 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 part of 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 under take not to revoke this guarantee during its currency except with the previous consent of the MTNL, in writing.

Dated the.....day of2023

For.....

(Indicate the name of the bank)

Full Address of the branch

Tel. No. of branch:

FAX No. of branch:

SECTION - XIII
PROFORMA FOR AGREEMENT

THIS AGREEMENT is made on the _____ day of _____ 2023 between Mahanagar Telephone Nigam Limited, a company incorporated in India under Companies Act and having its registered office at 5th Floor, Mahanagar Doorsanchar Sadan, 9, CGO Complex, Lodhi Road, New Delhi – 110003 (which expression shall, unless repugnant to the context include its successors and assigns) hereinafter called “MTNL”, of the one part

and

(Name of Contractor) _____ having its regd. Office at _____ (here after called “the Contractor”) which expression shall, unless repugnant to the context include its successors of the other part.

WHEREAS MTNL is desirous to procure _____ and floated a tender no. _____ for the same.

AND WHEREAS, the contractor above named who participated in the aforesaid tender was declared a successful bidder and has, by his Letter of Acceptance dated....., accepted the LOI/APO to supply the said materials/equipments/services and to duly perform all the contractual obligations as per terms and conditions of the said tender pursuant to which MTNL has issued a PO No. _____.

AND WHEREAS, the contractor has furnished/undertaken to furnish a security deposit/performance bank guarantee for a sum of Rs. _____ by way of Demand Draft or unconditional and irrevocable Bank Guarantee obtained from a Nationalized / Scheduled commercial Bank in favour of MTNL valid for a minimum of 36 months.

NOW THIS AGREEMENT WITNESSETH as follows:

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

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

- a) this Form of Agreement;
- b) the Letter of Acceptance;
- c) Security deposit/Performance Bank Guarantee/
Additional Bank Guarantee (if any) ;
- d) the P.O. No. _____ ;
- e) the LOI/APO No. _____ ;
- f) the Tender Enquiry No. _____ along with all parts/sections/ annexure and amendments, if any;
- g) Bid Security; and
- h) Bid submitted by the contractor.

3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies shall take precedence in the order set out above.
4. In consideration of the payment to be made by MTNL to the Contractor as hereinafter mentioned, the Contractor hereby covenants with MTNL to supply the said materials/equipments/services and to duly perform all the contractual obligations as per terms and conditions of the contract.
5. MTNL hereby covenants to pay the Contractor in consideration of supply of the said materials/equipments/services and of due performance of all the contractual obligations as per terms and conditions of contract.
6. Delay in performance on part of the contractor shall attract liquidated damages as per tender terms and conditions.
7. **Indemnification:** The contractor hereby agrees to indemnify, release and hold harmless MTNL from and against any loss, damage, injury, liability, demands and claims, and pay any settlements and judgments against MTNL, arising out of alleged or actual infringement (whether or not the alleged infringement is joint or indirect) of patent rights, trademark, copyrights or alleged misuse of trade secret information or engineering designs, by the whole or any portion of the materials or products supplied.
8. **Dispute resolution:** In the event of any difference or dispute arising under this agreement or in connection there with, the same shall be resolved through arbitration in terms of clause 16 of Section-III of the tender document.
9. **Jurisdiction:** The parties hereby agree that the courts in the city of New Delhi alone shall have the jurisdiction to entertain any application or other proceedings in respect of anything arising under this contract and any award made by the sole arbitrator hereunder shall be filed in the concerned courts in the city of New Delhi only.
10. **Effective date:** This contract shall become effective from the date of issue of PO.
11. Successful bidder has to comply with all the norms/guidelines prescribed i.r.o. (i) Central Government Minimum wages circulars issued from time to time. (ii) EPF as per EPF act, ESIC as per ESIC act/Laws during the contract period. If any litigation arises due to violation, vendors will be fully responsible.

IN WITNESS WHEREOF the parties have hereunto set their respective hands and seals on the day and year first above written.

SIGNED, SEALED AND DELIVERED.

Name _____
Designation _____
On behalf of the Contractor

Name _____
Designation _____
On behalf of MTNL

In the presence of:
Name _____
Address _____

In the presence of:
Name _____
Address _____

SECTION- XIV (PART-D)

Guidelines of MTNL on Banning of Business Dealings

1. Introduction

- 1.1 Mahanagar Telephone Nigam Limited (MTNL) , being a Public Sector Enterprise and 'State', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. MTNL has also to safeguard its commercial interests. MTNL deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of MTNL to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on MTNL to observe principles of natural justice before banning the business dealings with any Agency.
- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

- 2.1 The General Conditions of Contract (GCC) of MTNL generally provide that MTNL reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any bidder/contractor who has been found to have committed misconduct and also to suspend business dealings pending investigation.
- 2.2 However, absence of such a clause does not in any way restrict the right of Company (MTNL) to take action / decision under these guidelines in appropriate cases.
- 2.3 The procedure of (i) Suspension and (ii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.4 These guidelines apply to all the Units and subsidiaries of MTNL.
- 2.5 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.
- 2.6 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) 'Party / Contractor / Supplier / Purchaser / Customer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Party / Contractor / Supplier / Purchaser / Customer' in the context of these guidelines is indicated as 'Agency'.
- ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:
 - a) If one is a subsidiary of the other.
 - b) If the Director(s) , Partner(s) , Manager(s) or Representative(s) are common;
 - c) If management is common;
 - d) If one owns or controls the other in any manner;
- iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:

- a) For Company Wide Banning (entire MTNL) the Director (Technical) shall be the 'Competent Authority' for the purpose of these guidelines. CMD, MTNL shall be the 'Appellate Authority' in respect of such cases except banning of business dealings with Suppliers of Imported Equipment.
- b) For Units level banning: Any officer not below the rank of ED shall be the 'Competent Authority' for the purpose of these guidelines. The Director (Technical) shall be the 'Appellate Authority' in all such cases.
- c) For banning of business dealings with Suppliers of Imported Equipment, MTNL Directors' Committee (MDC) , consisting of Director (Technical) , Director (Finance) , Director (HR) of MTNL, shall be the 'Competent Authority'. The Appeal against the Order passed by MDC shall lie with CMD, as First Appellate Authority.
- d) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach MTNL Board as Second Appellate Authority.
- e) CMD, MTNL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

4. Initiation of Banning / Suspension:

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

5. Suspension of Business Dealings

- 5.1 If the conduct of any Agency dealing with MTNL is under investigation by any department (except Suppliers of Imported Equipment) , the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of such suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department.
The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.
- 5.2 The order of suspension shall be communicated to all Departmental Heads within the Units. During the period of suspension, no business dealing may be held with the Agency.
- 5.3 As far as possible, the existing contract(s) with the Agency may be continued unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of MTNL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to Corporate Office along with the material available. If Corporate Office considers that depending

upon the gravity of the misconduct, it would not be desirable for all the Units and Subsidiaries of MTNL to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Units by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.

- 5.5 For suspension of business dealings with Suppliers of Imported Equipment following shall be the procedure: -
- i) Suspension of the foreign suppliers shall apply throughout the Company including Subsidiaries.
 - ii) If gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of MTNL to continue to deal with such agency, pending investigation, Unit dealing with agency may send such recommendation on the matter to a Committee consisting of the following:
 - 1. ED(O) CO/Authorized officer of MTNL CO
 - 2. ED (Delhi) , MTNL
 - 3. ED (Mumbai) , MTNL
 - 4. Legal Advisor (Corporate Office)The committee shall expeditiously examine the report; give its comments/recommendations within twenty one days.
 - iii) The comments / recommendations of the Committee shall then be placed before MTNL Directors' Committee (MDC) . If MDC opines that it is a fit case for suspension, MDC may pass necessary orders which shall be communicated to the supplier of Imported Equipment.
- 5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

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

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or MTNL, during the last five years;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
- 6.4 If the Agency continuously refuses to return / refund the dues of MTNL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;

- 6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
- 6.7 If the Agency has resorted to Corrupt, fraudulent practices including Misrepresentation of facts;
- 6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the Company (MTNL) or its official in acceptance / performances of the job under the contract;
- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 6.10 Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Company (MTNL) or not;
- 6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the Company (MTNL) or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;
- 6.14 If the Agency misuses the premises or facilities of the Company (MTNL) , forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc.

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

7. Banning of Business Dealings

- 7.1 Normally, a decision to ban business dealings with any Agency should apply throughout the Company including Subsidiaries. However, the Competent Authority of the Unit except Corporate Office can impose such ban unit-wise only if in the particular case banning of business dealings by respective Unit will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct /default to beyond the Unit. Any ban imposed by Corporate Office shall be applicable across all Units of the Company including Subsidiaries.
- 7.2 For Company-wide banning, the proposal should be sent through the ED of the Unit setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents except for banning of business dealings with Foreign Suppliers.

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

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

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

- 7.3 There will be a Standing Committee in Corporate Office and each Unit to be appointed by Director (Technical) & ED respectively for processing the cases of "Banning of Business Dealings" except for banning of business dealings with

suppliers of Imported Equipment. The functions of the committee shall, inter-alia include:

- i) To study the report of the Investigating Agency and decide if a prima-facie case for Company-wide / Local unit wise banning exists, if not, send back the case to the Competent Authority.
- ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
- iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- iv) To submit final recommendation to the Competent Authority for banning or otherwise.

7.4 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 8.1 and an enquiry held accordingly.

7.5 Procedure for Banning of Business Dealings with Suppliers of Imported Equipment.

- i) Banning of the agencies shall apply throughout the Company including Subsidiaries.
- ii) Depending upon the gravity of the alleged misconduct the investigation report with all relevant details shall be placed before a Committee consisting of the following :-
 - 1. ED (CO) /Authorized officer of MTNL C.O.
 - 2. ED (Delhi) , MTNL
 - 3. ED (Mumbai) , MTNL
 - 4. Legal Advisor (Corporate Office

The Committee shall examine the proposal and give its comments / recommendations within 21 days.

- iii) The comments / recommendations of the Committee shall be placed before MTNL Directors' Committee (MDC) . If MDC opines that it is a fit case for initiating banning action, it will direct to issue show-cause notice to the agency for replying within a reasonable period.
- iv) On receipt of the reply or on expiry of the stipulated period, MDC will consider & award decision on case.
- v) The decision of the MDC shall be communicated to the agency.

8. Show-cause Notice

8.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.

8.2 If the Agency requests for inspection of any relevant document in possession of MTNL, necessary facility for inspection of documents may be provided.

8.3 The Competent Authority may consider and pass an appropriate speaking order:

- a) For exonerating the Agency if the charges are not established;
- b) For banning the business dealing with the Agency.

- 8.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.
- 9. Appeal against the Decision of the Competent Authority**
- 9.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
- 9.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.
- 10. Review of the Decision by the Competent Authority**
- Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts /circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee for examination and recommendation.
- 11. Circulation of the names of Agencies with whom Business Dealings have been banned.**
- 11.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.
- 11.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.
- 11.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, MTNL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.
- 11.4 Based on the above, Units may formulate their own procedure for implementation of the Guidelines.

Part-E
Section-XV

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.) , with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be

downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder) . No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal) , the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

MTNL Contact	
MTNL Contact Person	<i>AGM (MPL) , MTNL, 8th floor Kidwai bhawan , New Delhi-110001</i>
Telephone/ Mobile	<i>011-23738634, Mobile No. 9013130115</i>
E- mail ID	<i>agmmplnws@bol.net.in</i>

Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on Central Public Procurement Portal website <https://eprocure.gov.in/eprocure/app> developed by National Informatics Centre (NIC) , Ministry of Electronics & Information Technology, GOI (unless specified for Offline Submissions) . Broad outline of submissions are as follows:

Submission of Bid-Parts/ Envelopes

- Technical-Part
- Financial-Part

Offline Submissions:

The bidder is requested to submit the following documents offline to the under mentioned address before the following documents before closing date and time in a Sealed Envelope.

Contact Persons Name: AGM (MPL) MTNL,

8th floor Kidwai bhawan , New Delhi-110001

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

1. *Original copy of the Bid Security.*
2. *DD/ Bankers cheque of Rs.2360/-drawn in favour of Account Officer (Cash) Planning, Room No 178, 1st Floor, Kidwai Bhawan, Janpath New Delhi-110001, payable at New Delhi against payment of tender fee/ Copy of valid NSIC Certificate (If applicable) .*
3. *General Power of Attorney in favour of Authorized Signatory.*
4. *Indemnity Bond on Rs.100/- stamp paper as per Section –X (Duly Notarized)*
5. *Hard copy of Techno commercial bid and Financial Bid sealed in separate Envelopes.*

Note: The Bidder should also upload the scanned copies of the above original documents Mentioned at sl no.1 to 5 as Bid-Annexure during Online Bid-Submission.

PART-F
Section-XVI

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 varification 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

Section XVII
INTEGRITY PACT

Between

Mahanagar Telephone Nigam Limited (MTNL) hereinafter referred to as “The Principal”

And

.....hereinafter referred to as “The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor (s) .

In order to achieve these goals, the Principal has appointed an Independent External Monitor (IEM) , who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) PRINCIPAL is committed to have most ethical and corruption free business dealings with Bidder(s) /contractor(s) .
 - (b) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (c) The Principal will, during the tender process treat all Bidder(s) with equity and reason and will deal with them in a fair and transparent manner. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (d) The Principal will exclude from the process all known prejudiced persons.
 - (e) PRINCIPAL will honor its commitments and make due payments to the Bidder(s) /Contractor(s) in a timely manner.
 - (f) PRINCIPAL will initiate action and pursue it vigorously whenever unethical behavior occurs or is suspected to have occurred.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Corporate Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s) /Contractor(s)

- (1) The Bidder(s) /Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - (a) The Bidder(s) /Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - (b) The Bidder(s) /Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(C) The Bidder(s) /Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractor(s) will not use impropriety, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s) /Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - (e) The Bidder(s) /Contractor(s) will not make any false or misleading allegations against the principal or its associates.
 - (f) The Bidder/Contractor will not bring any Political, Governmental or Diplomatic influence to gain undue advantage in its dealing with PRINCIPAL.

(g) The Bidder(s) /Contractor(s) will promote and observe best ethical practices within its organization.
 - (h) The Bidder(s) /Contractor(s) will promptly inform the Independent Monitor (of PRINCIPAL) If he receives demand for a bribe or illegal payment/benefit and
 - (i) If comes to know of any unethical or illegal practice in PRINCIPAL.
 - (ii) If he makes any payment to any PRINCIPAL Associate.
 - (i) The Bidder(s) / Contractor(s) will not pass any information provided by Principal as part of business relationship to others and not to commit any offence under the PC / IPC / CRPC / IT Act.
 - (j) Foreign Bidder(s) / Contractor(s) will disclose the name and address of agents and Indian Bidders will disclose their foreign principals or associates.
 - (k) The Bidder(s) / Contractor(s) signing Integrity Pact shall not approach the courts while representing the matters to IEMs and will await the decision of IEMs in the matter.
 - (l) In case of sub-contracting, the principal / main bidder / contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractors.

- (2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts.

If the Bidder(s) /Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) /Contractor (s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of Business Dealings” is annexed and marked as Part-H.

Section 4 - Compensation for Damages

(i) Deleted.

- (ii) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor the amount equivalent to Security Deposit/Performance Bank Guarantee in addition to any other penalties/recoveries as per terms and conditions of the tender.**

Section 5 - Previous transgression

- (i) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (ii) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6 – Equal treatment of all Bidders/ Contractors/ Subcontractors

- (i) The Principal will enter into agreements with identical conditions as this one with all Bidders/Contractors.
- (ii) The Bidder(s) /Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact.
- (iii) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractors, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Corporate Vigilance Office and may initiate criminal proceedings against the violating Bidder(s) /Contractor(s) .

Section 8 – Independent External Monitor/Monitors

- (1) The Principal has appointed competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively,

whether and to what extent the parties comply with the obligations under this agreement.

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, MTNL.
- (3) The Bidder(s) /Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) /Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the CMD, MTNL within 8 to 10 weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the CMD, MTNL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MTNL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Corporate Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD, MTNL.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law, place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notice need to be made in writing.

(3) **If the Contractor is a partnership firm or a consortium, this agreement must be signed by all partners or consortium members.**

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of the Principal)
(Office Seal)

(For & On behalf of Bidder/Contractor)
(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

Note: If the Contractor is a partnership firm or a consortium, this agreement must be signed by all partners or consortium members

Section XVIII

NON-DISCLOSURE AGREEMENT

This Agreement is made as of the ----- 2022 between Mahanagar Telephone Nigam Limited (MTNL) , a Government of India Enterprise, having its registered and Corporate office at 05th Floor, Mahanagar Doorsanchar Sadan, CGO Complex, Lodhi Road, New Delhi-110003 hereinafter called MTNL or First Party which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns and (M/s. -----) a company having its registered office at -----

----- herein after called "Second Party" which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

Whereas 'FIRST PARTY' has engaged 'SECOND PARTY' for providing an ----- as per details terms and conditions as specified in P.O. No.

-----dated ----- (hereinafter called "PO") , FIRST PARTY and SECOND PARTY recognize that there is a need to disclose to one another certain information, as defined in para 1 below, of each party to be used only for the Business purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of the other party's disclosure of such information, each party agrees as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed by one party to the other party, including information which the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure to the receiving party ("Confidential information") . Information consists of certain specifications, designs, plans, drawings and /or technical information, and all copies and derivatives containing such information, that may be disclosed to one another for and during the purpose, which a party considers proprietary or confidential("Information") . Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to one party (hereinafter referred to as the receiving party) by the other party (hereinafter referred to as one disclosing party) . Information shall be subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, when disclosed to the receiving party or, if not in tangible form, its proprietary nature must first be announced, and it must be reduced to writing and furnished to the receiving party within thirty (30) days of the initial disclosure.

2. SECOND PARTY and FIRST PARTY hereby agreed that during the Confidentiality Period:

a) The receiving party shall use Information only for the Purpose, shall hold Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the extent necessary to carry out the business

purpose of this project as defined in 'PO', shall cause its employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce Information only to the extent essential to fulfilling the purpose, and shall prevent disclosure of information to third parties.

3. Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing Information have been destroyed. Provided, however that an archival copy of the Information may be retained in the files of the receiving party's counsel, solely for the purpose of proving the contents of the Information. The foregoing restrictions on each party's use or disclosure of Information shall not apply to Information that the receiving party can demonstrate

a) was independently developed by or for the receiving party without reference to the Information, or was received without restrictions; or

b) has become generally available to the public without breach of confidentiality obligations of the receiving party; or

c) was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure; or

d) is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however that the receiving party has given the disclosing party prompt notice of such demand for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure and appropriate protective order; or

e) is disclosed with the prior consent of the disclosing party; or

f) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the receiving party from the disclosing party under an obligation of confidence; or

g) the receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.

4. Each party agrees not to remove any of the other party's Confidential Information from the premises of the disclosing party without the disclosing party's prior written approval. Each party agrees to exercise extreme care in protecting the confidentiality of any confidential information, which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises. Each party agrees to comply with any and all terms and conditions the disclosing party's may impose upon any such approved removal, such as conditions that the removed confidential information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.

7. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's

confidential information all copies thereof.

8. Each party recognizes and agrees that all of the disclosing party's confidential information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such confidential information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

9. Access to information hereunder shall not preclude an individual who has seen such information for the purpose of this agreement from working on future projects for the receiving party which relate to similar subject matters provided that such individual does not make reference to the information and does not copy the substance of the information during the confidentiality period. Furthermore nothing contained herein shall be construed as imposing any restriction on the receiving party's disclosure or use of any general learning, skills or know how developed by the receiving party's personnel under this agreement, if such disclosure and use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the information.

10. As between the parties, all information shall remain the property of the disclosing party. By disclosing information or executing this agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection rights, trade secret or any other intellectual property right. Execution of this agreement and the disclosure of information pursuant to this agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase, or sale or to enter into any additional agreement of any kind.

11. Either party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.

12. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.

13. That in case of any dispute or differences, breach & violation relating to the terms of the agreement. The said matter or dispute, difference shall be referred to sole arbitration of Chairman and Managing Director (CMD) of MTNL or any other person appointed by him. That the award of the arbitrator shall be final and binding on both parties. In the event of such arbitrator to whom the matter is originally referred to is being transferred or vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the CMD MTNL shall appoint another person to act as Arbitrator in place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by his predecessor. The SECOND PARTY will have No Objection in any such appointment, that arbitrator so appointed is employee of MTNL. The said Arbitrator shall act under the Provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or reenactment thereof any rules made thereof.

14. This Agreement constitutes the entire agreement of the parties with respect to the parties respective obligations in connection with Information disclosed hereunder and

supersedes all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other Party's written consent.

15. This Agreement will remain in effect for 3 (three) years from the date of the last disclosure of Confidential Information., at which time it will terminate, unless extended by the disclosing party in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives.

(M/s-----)

(Mahanagar Telephone Nigam Ltd.)

Signature:
Name:
Title:

Signature:
Name:
Title:

Part-G

Rules and regulations for the contractors

ANNEXURE -1

ROAD MAINTENANCE AND INTER UTILITY CODE OF CONDUCT

1.0 This code of conduct for road excavation and trenching etc. is being adopted by the following utilities operation in the area of Union Territory of Delhi.

- 1) South/ East/Delhi Municipal Corporation.
- 2) N.D.M.C.
- 3) BSES Rajdhani/BSES Yamuna/NDPL
- 4) D.D.A.
- 5) P.W.D.
- 6) M.T.N.L.
- 7) Delhi Jal Board
- 8) Traffic Police.
- 9) Delhi Cantonment Board.
- 10) C.P.W.D.
- 11) Gas Authority of India Limited. (GAIL)
- 12) Inderparastha Gas Limited (IGL)
- 13) Delhi Transco Limited. (DTL)
- 14) Delhi Metro Rail Corporation (DMRC)

2.0 **SCOPE**

This code of conduct will regulate the road excavation trenching activities of the above utilities only to the extent of ensuring minimized hazard to life of operating personnel and the road user, minimized inconveniences to the road user, minimized damages to the underground plant/services of other utilities by the excavating utility and a co-ordinate works programme in the interest of public convenience and road safety overall. The provision of the code will apply to the public roads except bye-lanes.

3.0 **CO-ORDINATED PLANNING**

3.1 There will be three co-ordination Committees, namely MCD Co-ordination Committee, N.D.M.C. Co-ordination Committee and P.W.D. (Delhi Admn.) Co-ordination Committee, which would accord necessary road cutting permissions in respect of their roads, MCD will co-ordinate in respect of DDA roads also. The information and functions of these Committees are described in Para 3.2.

3.2 **ANNUAL SUBMISSION OF PROGRAMME OF WORKS**

All the concerned utilities shall submit to the concerned Co-ordination Committees, as detailed in Annexure 'b', 'c' & 'd' by the first week of May every year, their annual programme of major works such as construction of flyovers, subways, main sewerage and water works, programme of resurfacing of roads, programme of tree planting and of the cable works involving at a stretch excavation of more than one kilometer in length on all major roads. The programme shall cover works to be executed in the period extending from the 1st September in that year to the end of June of the following year. The utilities, while submitting their programme, should invariably give the following information:

- a) The name and type of work to be carried out.

- b) The name of the road and locality where it is proposed to cut road or excavate trenches for laying of their services from its starting point to its completion point. This information should be furnished in duplicate.
- c) The Co-ordination Committee shall then review all these cases in the first week of July to formulate a coordinated plan for these works, and accord necessary sanctions of taking into account the right of way and the section of the individual roads.

3.3 **PROVISION OF ROAD CROSSING PIPES**

- a) The Road Maintenance Agency will ascertain requirements of road crossing pipes from the different utilities when new roads are being constructed or existing roads are being widened. After a reference from Road Maintaining agency is received, the utilities shall indicate their requirement of road crossing pipes within a period of 4 weeks.
- b) On receipt of this information, the road Maintenance Agency will intimate the estimated cost of providing such cross pipes to the concerned utility/utilities which shall deposit the estimated cost within 4 weeks. Such requirements of the crossing pipes should be anticipated at least for the next 2 years, if not longer. Further requirements of road crossing pipes if any, will have to be taken up subsequently.

3.4 **PERMISSION BY THE CO-ORDINATION COMMITTEE CONCERNED**

In normal circumstances, permissions shall be accorded for the full period required to complete the work in a section. However, in case of any contingency the work in progress could be stopped for a specified period. In such cases, the permission should be suitably extended by the concerned co-ordination committee while stopping the work. Road cutting without permission shall be liable to a fine of Rs.1250/- per day.

4. **PRIOR INFORMATION ON TRENCHING ACTIVITIES**

4.1 **Intimation to Road Maintenance Agency**

In case of emergency trenching for attending to faults in existing services, the concerned Divisional Officer of the road Maintenance Agency shall be intimated the exact location of the trench being dug/road being cut, likely duration of the trench being kept open and the particular unit responsible for trenching. On receipt of this intimation, the road Maintenance Agency shall allow the concerned utility to carry out the repair work and then get it through coordination committee ex-post-fact, but the payments for the road restoration charges shall be made by the concerned utility within 4 weeks of receipt of the bill.

4.2 **Intimation to Traffic Police**

Before actually taking up the work in hand, an intimation regarding trenches on main roads shall be given at least 72 hours in advance to the Traffic Police Authorities by the concerned utility to enable them to divert or regulate the traffic among the location of the trenches. As traffic Police is represented in co-ordination Committee, there is no need to provide for a separate permission from the Traffic Police.

The Traffic Police will be responsible for enforcement of the code. The violations will be reported through a joint report of Assistant Engineer and the Traffic Inspector concerned to the Co-ordination Committee which after giving one opportunity of hearing to the defaulting agency would impose, fine as prescribed under various provisions of the code and also directs the Agency to take immediate necessary action to rectify the fault. In case of NDMC, the Traffic police would nominate Inspector (Headquarters) for this work in the NDMC area

4.3 **Information to other utilisation**

Prior information on trenching works etc. shall be given to all concerned, to enable them to take necessary steps to safeguard their underground plant services. This information shall be given as soon as practicable and each utility seeking such information shall have its own central information to receive it.

5.0 **TRENCHING**

5.1 **Trial holes**

Before deciding alignment of trenches, the concerned utility with prior information to road maintaining Agency, shall make trial holes at reasonable intervals, to ascertain the locations of various underground plant services. The depth of the trial hole shall be minimum 1 meter and the final alignment shall be so chosen as to minimize possible exposure of underground plant/services of other utilities.

5.2 **Separation between power and Telecommunication Cables**

While laying power and telecommunication cables, the following standard shall be adhered to as far as possible. The horizontal and vertical separation between power and telecommunication cables shall be preferably 0.6m. The power and telecommunication cables shall cross at right angles to each other. It will be the responsibility of the concerned utilities viz. NDMC/DTL/BSES Yamuna/BSES Rajdhani/NDPL and MTNL to enforce these arrangements subject to overall supervision and sanction of the road maintaining agency.

5.3 **Caution - cum - Information Boards**

Before commencing excavating etc., 'Caution-cum-Information Boards shall be installed at site. The contractor will provide the boards (It will be his property) . These boards shall remain as long as the trenches remain open. The Boards shall be installed at either ends of the trench at least 100m before the approach to the area, if the trench is less than 600m in length additional such boards at every 300m shall be installed. if the length of the trench exceeds 600m where street lighting is inadequate, lettering with fluorescent paint be used for these boards. The boards shall also contain information regarding dates of commencement and completion, names and phone number of Engineers in Charge of the work. Non-installation of such boards is liable to a fine of Rs.500/- per day till their installation.

5.4 **Mode of Trenching**

5.4.1 Use of crow-bars shall be restricted to removal of the hard upper crust of earth and for levering stones and hard murrum. Thereafter, excavation shall be carried out with pick-axes. If during the progress of excavation warning covers of other utilities are exposed carefully with a phowra, metal rod, fencing pins or with the tip of a pickaxe. After loosening the covers they shall be removed and stacked carefully outside the trench for re-use. In case of cables of rating of 11 KV and the above, the warning covers shall be removed only in consultation with the utility concerned, and shall be placed back under their supervision. However, the concerned utility will interact within a week's time so that necessary shifting can be carried out. In case they do not interact within a week's time, the concerned utility will be responsible for any mishap or accident at the site. In case of excavation work of depth more than 1.5, depending upon the soil conditions and appropriate shoring of walls of the trenching shall be provided to prevent collapse of the excavated portion. Non-compliance is liable to a fine of Rs.1000/- per day till the shoring is fixed.

5.4.2 Any utility agency, for laying underground services, will dig up a trench to a maximum stretch of 100m for Telephone Department and 500mts for others at a time, and shall fill up the previous stretch before taking up fresh digging in the subsequent stretch. Digging of trench beyond these limits shall invite a fine of Rs.500/- per day till the

damage is restored. Further, non stacking of materials during execution of work, causing inconvenience to road users, is liable to fine of Rs.1000/-. When the underground plant/services of other utilities are exposed during the progress of excavation, the concerned utility shall be informed of the same, who will take necessary precautions to safeguard its services within the shortest possible time so that the work of other utility is not held up.

5.4.3 Trenches of more than 1.5m depth and 1m width should be barricaded properly at both the ends & all along the length on the road side. The manhole pits shall be barricaded on all the four sides. The barricading will be done with corrugated sheets painted with red and white strips. This is required for safety of the traffic and the pedestrians. The utility which has dug up the trench shall be responsible for any mishap which may occur on account of its not taking necessary precautionary measure. Non barricading of trenches more than 1.5m deep shall be liable to a fine of Rs.500/- per day.

5.4.4 Blasting in trenches will not be allowed. In case blasting is considered necessary depending on the site conditions, the road maintaining Agency and other utilities shall be consulted prior to blasting operations.

5.5 **Trenches Across Roads**

Telephone and power cables shall be taken across the main roads and streets through road crossing pipes. The trench work for laying these pipes shall be carried out during night time if vehicular and pedestrians traffic density is very high during the daytime. Even during the night, the trench shall be excavated in parts so that the traffic is not completely blocked. When trenches taken along or across carriage ways are to be kept open overnight, or when trenching is to be done during night warning red lanterns of flickering lights shall be placed at both the ends of the trenches. The electric connections for flickering light shall be provided by the local electricity authority viz. NDMC/BSES Yamuna/BSES Rajdhani /NDPL free of cost from their street lighting poles, for the permitted period, beyond which rates of temporary connections will be charged. When trenches are taken across entrances of premises, care shall be taken to minimize inconvenience to users of the premises. Excavation of trenches across and along roads during day time (8 a.m. to 8 p.m.) without permission shall be liable to a fine of Rs.500/- per day.

5.6 **Blind driving of piles, poles etc.**

Blind driving of piles, poles spikes etc, in footpaths to a depth greater than 0.8m shall be avoided.

6.0 **Flooding**

During excavation, if telephone cables are exposed, MTNL Delhi shall be informed of such exposure and at the discretion of MTNL Delhi, the trenching utility shall allow MTNL Delhi to flood the trenches with water to enable detection and rectification of possible damage to the telephone cables. For this purpose, the trenching utility shall keep the trench open for 24 hours over and above the time otherwise required. MTNL shall be given a prior notice of at least 24 hours as to when the trench would be ready for flooding. If flooding is not carried out within the allowed time, the trenches may be filled up by the trenching utility.

7.0 **BACK FILLING**

7.1 While backfilling the trenches if plant/services of other utilities are disturbed incidentally, the concerned utility shall be informed for taking suitable measure.

7.2 While backfilling the crown of the earth left, shall be between 50mm and 100mm above road surface and shall be free from sharp edged stones and boulders.

7.3 After trenches are properly backfilled, the excess earth and other stones shall be removed and stacked at one or two spaces, causing minimum inconvenience to road

users. These stacks may be subsequently removed by the utility concerned within six days, which the road Maintaining Agency will remove this at the cost of the concerned utility carrying out the trenching work.

- 7.4 While backfilling, care should be taken to consolidated the earth below the joints and cables to avoid subsequent subsidence. Masonry walls to support joints and cables to the extent necessary shall be provided.
- 7.5 In case of excavation deeper than 3m, shoring shall be abandoned in that excavation while backfilling to avoid subsidence of other utility services/plant depending upon site conditions.
- 7.6 After completion of trenching of each drum length backfilling shall be completed within a maximum of 4 weeks of laying of the cables in that stretch. If this work is likely to be considerably delayed, the utility concerned shall fill in the trench & remove the surplus excavated material from the site at its own cost. It will get a fresh permission from the road maintaining Agency for taking up the work fresh.
- 7.7 In case the utility delays backfilling and removing the surplus earth/material, it shall pay a fine of Rs.1000/- per day for the delay into revolving fund. Non-consolidation of earth while backfilling to the original level shall be liable to a fine of Rs.500/- per day till completed.

8.0 **PERMANENT REINSTATEMENT**

- 8.1 Reinstatement authorization shall be sent by the utility concerned in the prescribed form to the concerned Divisional Office of the Road Maintaining Agency within a week of completion of work for carrying out permanent reinstatement of the excavated roads surface. In case such authorizations are not received from the utility concerned, it shall pay Rs.500/- per day as fine and the Road Maintaining Agency shall carry out permanent reinstatement of the excavated surface without intimation to the utility concerned. In the case of long trenches, notices for re-instatement shall be sent in parts as soon as portion of a trench are progressively backfilled subject to the total time of completion specified in the road cutting permission being observed. The road Maintaining Agency shall carry out the permanent road reinstatement as soon as it is possible and not later than two weeks, after receipt of reinstatement authorization to avoid serious public complaints. In case of delay a fine of Rs.250/- per day shall be paid into the revolving fund by the Road Maintaining Agency.
- 8.2 Road Maintaining Agency shall maintain a register indicating date of receipt of reinstatement notices date of commencement and completion of reinstatement work.
- 8.3 The utility concerned will lay its service strictly in accordance with the permission given, adhering to the route distance, depths etc. prescribed in the permission. In case of any violation, the utility concerned shall dismantle the same and relay it according to permission at its own cost. In case of the utility's failure to do so, the road Maintaining Agency shall dismantle the same at the cost of the utility concerned.

9.0 **REVOLVING FUNDS**

- 9.1 Each utility shall maintain a "Revolving Fund" with each of the road Maintaining Agencies. The amount of the fund shall be equal to the amount of road restoration bills for three months, worked out on an average basis. After the "Revolving Funds" are established, permission of road cutting shall be granted within a week of making an application by the utility concerned. The road reinstatement charges shall be debited to the "Revolving Funds" and a monthly statement of all such debits along with the R.R. Bills complete in all respect will be sent to the utility concerned. The utility will replenish the amount when 2/3rd of the "Revolving Fund" is consumed. The fines laid by the utilities shall also be deposited in the funds and shall be used for common purposes. Once a fine is imposed, the appeal against the decision of the Co-ordination

Committee would lie to the Chairman of the High Powered Monitoring Committee i.e. Engineer in Chief, M.C.D. The defaulting agency may also prefer a review petition to the secretary (LSG) in case the former is not satisfied with the decision of the Chairman, High Powered Monitoring Committee.

The fines so imposed would be deposited in the revolving fund to be operated jointly by the Chairman, High Powered Monitoring Committee and the Secretary (LSG) . The funds would be used as per the Lt. Governor's orders for the general road maintenance in different parts of Delhi.

10.0 **MONITORING**

The monitoring will be carried out by the High Power Monitoring Committee headed by Engineer in Chief MCD who will monitor proper enforcement of the "Inter Utility code of conduct", in their quarterly meetings. The formation of the committee will be as per Annexure 'a'.

11.0 **ARBITRATION**

In case of any dispute concerning matters other than the execution of a work, the matter shall be decided under the arbitration of Secretary L.S.G.

12.0 Any person/Agency violating the provisions contained in this code of conduct will be liable to fine of Rs.500/- to Rs.1000/- especially with paras 5.3 & 5.4.4.

ANNEXURE-2
SAFETY CODE

- 1) Suitable scaffolds should be provided for workman for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical) .
- 2) Scaffolding of staging more than 3.6m (12 foot) above the ground floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm (3 feet) high above the floor or platform of such scaffolding or staging and extending along the entire length of the out-side and ends there of with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- 3) Working platform gangways and stair ways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6m. (12feet) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitable fastened as described in (2) above.
- 4) Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 90cm (3 feet)
- 5) Safe means access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m (30 feet) in length while the width between side rails in rung ladder shall exceed 30 cm (12 inches) . Adequate shall be in no case be less than 29 cm (11.5") for ladder up to and including 3m (10 feet) in length. For longer ladder this width should be increased at least 1/4" for each additional 30 cm (1 feet) of length. Uniform step spacing shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compromise any claim by any such person.
- 6) Excavation and Trenching - All trenches, 1.2m (4 feet) or more in depth, shall at all times be supplied with at least one ladder for each 30m(100 feet) in length or fraction thereof Ladder shall be extended from bottom of the trench to at least 90 cm (3 feet) above the surface the ground. The side of the trenches which are 1.5m (5 feet) or more in depth shall be steeped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5m (5 feet) of the edges of the trench or half of the depth of the trench which ever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

- 7) Demolition - Before any demolition work is commenced and also during the process of the work-
 - (a) All road and open areas adjacent to the work site shall either be closed or suitably protected.
 - (b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
 - (c) All practical steps shall be taken to prevent danger to persons employed from risk of fire, explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
- 8) All necessary personal safety equipment as considered adequate by the Engineer in Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned-
 - (a) Workers employed on mixing aphetic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - (b) Those engaged in white washing and mixing or stacking or cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
 - (c) Those engaged in welding works shall be provided with welder's protective eye shields.
 - (d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - (e) When workers are employed in sewers and manholes, which are in active use, the contractor shall ensure that the following safety measures are adhered to:
 - (i) Entry for workers into the line shall not be allowed except under supervision of the J.T.O. or any other higher officer.
 - (ii) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
 - (iii) Before entry presence of Toxic gases should be tested by inserting wet lead acetate paper, which changes color in the presence of such gases and gives indication of their presence.
 - (iv) Presence of Oxygen should be verified by lowering a detector lamp into the man-hole. In case, no oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
 - (v) Safety belt with rope should be provided to the workers, while working inside the manholes such rope should be handled outside to enable him to be pulled out during emergency.
 - (vi) The area should be barricaded or cordon off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works undertaken during night or day.
 - (vii) No smoking or open flames be allowed near the blocked manhole being cleaned.
 - (viii) The malba (waste) obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba (waste) .
 - (ix) Workers should not be allowed to work inside the manhole continuously. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
 - (x) Gas masks with oxygen Cylinder should be kept at site for use in emergency.

- (xi) Air blowers should be used for few of fresh air through the manholes. When ever called for Portable air blowers are recommended for ventilating the man holes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparkling gas engines also could be used but they should be placed at least 2 meters away from the opening and on the lowered side protected from wind so that they will not be source of friction on any inflammable gas that might be present.
 - (xii) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing working in the manhole.
 - (xiii) The workers shall be provided with Gumboots or no sparkling shoes bump helmets and gloves no sparkling tools safety lights and gas masks and portable air blowers (when necessary) . They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
 - (xiv) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weighty on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
 - (xv) If a man has received physical injury he should be brought out by the sewer immediately and adequate medical aid should be provided to him.
 - (xvi) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer in charge regarding the steps in this regard to be taken in an individual case will be final.
- (f) The contractor shall not employ men and women below the age of 18 years on the work of painting with products contained feed in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precautions should be taken:
- (i) No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.
 - (ii) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped.
 - (iii) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
 - (iv) 1.(a) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operations except in the form of pastes of paint ready for use.
 - (b) Measures shall be taken, wherever required in order to prevent danger arising out of from the application of paint in the form of spray.
 - (c) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
 - 2.(a) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - (b) Over all shall be worn by working painters during the whole of working period.
 - (c) Suitable arrangement shall be made to prevent clothing put off during working hours being soiled by painting materials.
 - 3.(a) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of Telecommunication.

- (b) Telecommunication may require, when necessary medical examination of workers.
- 4. Instruction with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
- 9) When the work is done near any place there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
- 10) Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform the following standards or conditions:
 - 1.(a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
 - (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - 2. Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21years should be in charge of any hoisting, machine including any scaffolding winch or give signals to operator.
 - 3. In case of every hoisting machine and of every chain ring hook, shackle swuvek and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having variable safe working load each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purposed of testing.
 - 4. In case of departmental machines, the safe working load shall be notified by the Electrical Engineer - in - charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
- 11) Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers employed on electrical installations which are already energized in insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials which are the goods conductors of electricity.
- 12) All scaffolds, ladders and other devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use Adequate washing facilities should be provided at or near places of work.
- 13) These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

- 14) To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the Labour Office Engineer-in-charge of the department or their representatives.
- 15) Notwithstanding the above clauses from (1) to (14) there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

ANNEXURE -3
MODEL RULES
MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY
ARRANGEMENTS FOR WORKERS EMPLOYED BY TELECOMMUNICATION OR
ITS CONTRACTORS.

1. Applications:

These rules shall apply to all building and construction works in charge of Telecommunication in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period which the contract work is in progress.

2. Definition:

Work place means a place where twenty or more workers are ordinarily employed in a connection with construction work on any day during the period during which the contract work is in progress.

3. First-Aid-Facilities:

(1) At every work place these shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate if not less than one box for 150 contracts labour or part thereof ordinarily employed.

(2) The first-aid box shall be distinctly marked with a green cross on white ground or a white cross on green ground and shall contain the following equipments, namely:

(a) For work places in which the number of contract labour employed does not exceed 50.

Each first-aid box shall contain the following equipments:

- (i) 6 small sterilized dressings.
- (ii) 3 medium size sterilized dressings.
- (iii) 3 large size sterilized dressings.
- (iv) 3 large sterilized burn dressings.
- (v) 1 (30 ml) bottle containing two per cent alcoholic solution of iodine.
- (vi) 1 (30 ml) bottle containing salvolatile having the dose and mode of administration indicated on the label.
- (vii) 1 snakebite lancet.
- (viii) 1 (30 ml) bottle of potassium permanganate crystals.
- (ix) 1 pair of scissors.
- (x) 1 copy of the first-aid leaf-let issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
- (xi) 1 bottle containing 100 tablets of aspirin.
- (xii) Ointment for burns.
- (xiii) A bottle of suitable surgical antiseptic solution.

(b) For work places in which the number of contract labour exceed 50 -

Each first-aid box shall contain the following equipments:-

- (i) 12 small sterilized dressings.
- (ii) 6 medium size sterilized dressings.
- (iii) 6 large size sterilized dressings.
- (iv) 6 large size sterilized burn dressings.
- (v) 6 (15 gms) packets sterilized cotton wool.
- (vi) 1 (60ml) bottle containing two per cent alcoholic solution iodine.
- (vii) 1 (60ml) bottle containing salvolatile having the dose and mode of administration indicated on the label.
- (viii) 1 roll of adhesive plaster.
- (ix) 1 snake-bite lancet.

- (x) 1 (30gms) bottle of potassium permanganate crystals.
 - (xi) 1 pair scissors.
 - (xii) 1 copy of the first-aid leaf-let issued by the Director General Factory Advice Service and Labour institutes. Government of India.
 - (xiii) 1 bottle containing 100 tablets of aspirin.
 - (xiv) Ointment for burns.
 - (xv) A bottle of suitable surgical antiseptic solution.
- (3) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.
 - (4) Nothing except the prescribed contents shall be kept in the First-aid box.
 - (5) The First aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
 - (6) A person in charge of the First-aid box shall be a person trained in First-Aid treatment, in work places where the number of contract labour employed is 150 or more.
 - (7) In work place where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance the works, First-Aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.
 - (8) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.
4. **Drinking Water.**
- (a) In every work place, this shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.
 - (b) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
 - (c) Every water supply of storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and water proof.
 - (d) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.
5. **Washing Facilities:**
- (i) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.
 - (ii) Separate and adequate screening facilities shall be provided for the use of male and female workers.
 - (iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.
6. **Latrines and Urinals:**
- (i) Latrines shall be provided in every work place on the following scale namely:-
 - (a) Where female are employed there shall be at least one latrine, for every 25 females.
 - (b) Where males are employed, there shall be at least one latrine for every 25 males.

Provided that where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be up to the First 100, and one for every 50 thereafter.

- (ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- (iii) **Construction of latrines:** The inside walls shall be constructed of masonry or some suitable heat-resisting non-absorbent materials and shall be cement washed inside and outside at least once a year Latrines shall not be of a standard lower than bore-hole system.
- (iv) (a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the Language understood by the majority of the workers "For Men only" or For Women only" as the case may be.
(b) The notice shall also bear the figure of a man or of a woman as the case may be.
- (v) There shall be at least one urinal for male workers up to 50 and one for female workers up to 50 employed at a time. Provided that where the number of male or female workers, as the case may be, exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females up to the first 500 and one for every 100 on part thereafter.
- (vi) (a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.
(b) Latrines and Urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.
- (vii) Water shall be provided by means of a tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.
- (viii) Disposal or excreta: Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternatively excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 1 cm layer of waste of refuse and then covering it with a layer of earth for a fortnight (when it will turn into manure) .
- (ix) The contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-charge to effect proper disposal of soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

7. **Provision of shelter during rest**

At every place these shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 meters from the floor level to the Lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq.meter per head.

Provided that the Engineer-in-Charge may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

8. **Crèches:**

- (a) At every work place, at which 20 or more women workers are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the

children and the other as their bed-room. The rooms shall be constructed with specifications as per clause 19H (2) , a,b& c.

(1) Thatched roof

- (a) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.
- (b) The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bed room.
- (c) The contractor shall provide one Dai to look after the children in the crèche when the number of women workers does not exceed 60 and two Dais when the number of women workers exceeds 60.
- (d) The use of the rooms earmarked as crèches shall be restricted to children, their attendants and mothers of the children.

Model rules for the protection of health and sanitary arrangements for workers employed by Telecommunication or its contractor.

Forms and Terms and Conditions of Licence.

- (1) Every licence granted sub-section (i) or Section 12 shall be in form VI.
- (2) Every licence granted under sub-rule (1) or renewed under rule 29 shall be subject to the following conditions namely:-
 - a) In every establishment where twenty or more women are ordinarily employed as contract labour there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years.
 - b) One of such rooms shall be used as a play room for the children and the other as bedroom for the children.
 - c) The contractor shall supply adequate number of toys and games in the play rooms and sufficient numbers of cots and bedding the sleeping rooms.
 - d) The standard of construction and maintenance of crèches shall be as may be specified in this behalf of the Chief Labour Commission [Central].

9. Canteens:

- [1] In every work place where the work regarding the employment of contract labour is likely to continue for six months and wherein contract labour numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.
- [2] The canteen shall be maintained by the contractor in an efficient manner.
- [3] The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing places separately for workers and utensils.
- [4] The canteen shall be sufficiently lighted at all times when any person has access to it.
- [5] The floor shall be made of smooth and impervious material and inside walls shall be lime- washed or colour washed at least once in each year.
Provided that the inside walls of the kitchen shall be lime-washed every four months.
- [6] The precincts of the canteen shall be maintained in a clean and sanitary condition.
- [7] Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.
- [8] Suitable arrangements shall be made for the collection and disposal of garbage.
- [9] The dining hall shall accommodate at a time 30 percent of the contract labour working at a time.
- [10] The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square meter per diner to be accommodated as prescribed in sub-Rule 9.

- [11](i) A portion of the dining hall and service counter shall be partitioned off and reserved for women worker in proportion to their number.
- (ii) Washing places for women shall be separate and screened to secure privacy.
- [12] Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.
- [13](a) (i) There shall be provided and maintained sufficient utensils crockery, furniture and any other equipment necessary for the efficient running of the canteen.
- (ii) The furniture, utensils and other equipments shall be maintained in a clean and hygienic condition.
- (b) (i) Suitable clean clothes for the employee serving in the canteen shall be provided and maintained.
- (ii) Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipments.
- [14] The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.
- [15] The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit, No loss' and shall be conspicuously displayed in the canteen.
- [16] In arriving at the price of foodstuffs, and other articles served in the canteen, the following items shall not be taken into consideration as expenditure namely:-
- (a) The rent of land and building;
- (b) The depreciation and maintenance charges for the building and equipments provided for the canteen;
- (c) The cost of purchase, repairs and replacement of equipments including furniture, crockery, cutlery and utensils;
- (d) The water charges and other charges incurred for lighting and ventilation;
- (e) The interest and amounts spent on the provision and maintenance and equipments provided for in the canteen.
- [17] The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.
10. **Anti-Malarial Precautions:**
- The contractor shall at his own expense, conform to all anti-malarial instructions given to him by the Engineer-in-Charge including the filling up of any borrow pits which may have been dug by him.
11. The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contracts.
12. **Amendments:**
- Government may, from time to time, add to or amend these rules and issue such directions - it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.

ANNEXURE -4
CONTRACTOR'S LABOUR REGULATIONS

1. **Short Title:**
These regulations may be called the Telecommunication Contractors Labour Regulations.
- 2(i) **Definitions:**
"Workman": means any persons employed by a Telecommunication or its Contractor directly or indirectly through a sub-contractor with or without the knowledge of a sub-contractor, with or without the knowledge of the Central Public Works Department to do any skilled, semi-skilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person-
 - (a) Who is employed mainly in a managerial or administrative capacity; or
 - (b) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason or powers vested in him, functions mainly of managerial nature;
 - (c) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up, cleaned, washed, altered, ornamental finished, repaired, adapted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in some other premises not being premises under the Central and management of the principal employer.
- (ii) "Fair Wages" means wages whether for time or piece work fixed and notified under the provisions of the Minimum Wages Act from time to time.
- (iii) "Contractors" shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a sub-contractor.
- (iv) "Wages" shall have the same meaning as defined in the Payment of Wages Act.
- 2(a) Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
- 2(b) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages.
- 2(c) (i) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the Minimum Wages (Central Rules 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.
- (ii) Where the minimum Wages prescribed by the Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.
- (iii) Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such workers for the work performed on the normal weekly holiday at overtime rate.

3. **Display of Notice regarding Wages etc.**

The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the work, notices in English and in the local Indian languages spoken by the majority of the workers, giving the minimum rates of wages fixed under the Minimum Wages Act, the actual wages being paid, the hours of work for which such wages are earned, wage periods, dates of payments of wages and other relevant information.

4. **Payment of wages:**

- (i) The contractor shall fix wage periods in respect of which wages shall be payable.
- (ii) No wage period shall exceed one month.
- (iii) The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand, such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- (iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- (v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wages period, final payment shall be made within 48 hours of the last working day.
- (vi) Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.
- (vii) wages shall be paid in current coin or currency or in both.
- (viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- (ix) A notice showing the wages period and the place, time of disbursement of wages shall be displayed at the place of work and copy sent by the contractor to the Engineer-in-Charge under acknowledgement.
- (x) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the J.T.O. or any other authorized representative of the Engineer-in-Charge who will be required to be present at the place and time of disbursement of wages by the contractor to workmen.
- (xi) The contractor shall obtain from the J.T.O. or any other authorized representative of the Engineer-in-Charge as the case may be, a certificate under his signature at the end of the entries in the "Register of wages" or the "Wage-cum-Master Roll" as the case may be in the following form:
"Certified that the amount shown in column No..... has been paid to the workman concerned in my presence on at"

5. **Fines and deductions which may be made from wages**

- (i) The wages of a worker shall be paid to him/her without any deduction of any kind except the following:-
 - (a) Fines
 - (b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he/she was absent.

- (c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his/her neglect or default.
- (d) Deduction for recovery of advances or for adjustment of over-payment of wages: advances granted shall be entered in a register.
- (e) Any other deduction which the Central Government may allow from time to time.
- (ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved by the Chief Labour Commissioner.
- (iii) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- (iv) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.
- (v) No fine imposed on any worker shall be recovered from him/her by installment or after the expiry of sixty days from the date on which it was imposed.
- (vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.
- (vii) Wage shall be paid by the contractor to the workers directly without the intervention of any jamadar or Khatada. The contractor shall further ensure that no amount by way of commission or otherwise is deducted or recovered by the jamadar from the wages of the workman.

6. Labour Records:

- (i) The contractor shall maintain a "Register of persons employed" on work contract in Form XIII of the CL (R & A) Central Rules 1971 (Appendix b)
- (ii) The contractor shall maintain of "Muster Roll" register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL(R&A) Rules 1971(Appendix-C) .
- (iii) The contractor shall maintain a "Wage Register" in respect of all workmen employed by him on the work under contract in Form XVI of the CL (R&A) Rules 1971 (Appendix-D)
- (iv) Register of accident - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:
 - (a) Full particulars of the labourers who met with accident
 - (b) Rate of wages
 - (c) Sex
 - (d) Age
 - (e) Nature of accident and cause of accident
 - (f) Time and date of accident
 - (g) Date and time of when admitted in Hospital
 - (h) Date of discharge from the Hospital
 - (i) Period of treatment and result of treatment
 - (j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
 - (k) Claim required to be paid under Workmen's Compensation Act.
 - (l) Date of payment of compensation.
 - (m) Amount paid with details of the person to whom the same was paid.

- (n) Authority by whom the compensation was assessed.
- (o) Remarks
- (v) Register of Fines-- The contractor shall maintain a "Register of Fines" in the Form XII of the CL(R&A) Rules 1971 (Appendix-H)
The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and Omissions for which fines can be imposed (Appendix-I)
- (vi) Register of Deductions: - The contractor shall maintain a "Register of deductions" for damage or loss" in Form XX of the CL(R&A) Rules 1971 (Appendix-J)
- (vii) Register of Advances: - The contractor shall maintain a "Register of Advances" in Form XXII of the CL(R&A) Rules 1971 (Appendix-K)
- (viii) Register of Overtime: - The contractor shall maintain a "Register of Overtime" in Form XXIII of the CL(R&A) Rules 1971 (Appendix-L)
- 7. **Attendance Card-cum Wage slip**
 - (i) The contractor shall issue an attendance card-cum-wage slip to each workman employed by him in the specimen form at (Appendix-E)
 - (ii) The card shall be valid for each wage period.
 - (iii) The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
 - (iv) The card shall remain in possession of the worker during the wage period under reference.
 - (v) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
 - (vi) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.
- 8. **Employment Card:**
The contractor shall issue an Employment Card in Form XIV of the CL(R&A) Central Rules 1971 to each worker within three days of the employment of the worker (Appendix-F) .
- 9. **Service Certificate**
On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a service certificate in Form XV of the CL(R&A) of the Central Rules 1971 (Appendix-G)
- 10. **Preservation of Labour Records:**
All records required to be maintained under Regulations No.'s 6 and 7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-charge, Labour Officer or any other officers authorized by the Department of Telecommunication in this behalf.
- 11. **Power of Labour Officer to make investigations or enquiry:**
The labour Officer or any other person authorized by Central Government on their behalf shall have power to make enquires with a view to ascertaining and enforcing due and proper observance of the Fair Wage Clauses and the Provisions of Regulations. He shall investigate into any complaint regarding the default made by the contractor or sub-contractor in regard to such provision.
- 12. **Report of Labour Officer:**
The Labour Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Executive Engineer concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labours concerned. In case an appeal is made by the contractor under Clause 12 of these regulations, actual payment to labours will be made by the Executives Engineer after the Superintending Engineer has given his decision on such appeal.

The Executive Engineer shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer or the Superintending Engineer as the case may be.

13. Appeal against the decision of Labour Officer:

Any person aggrieved by the decision and recommendations of the Labour Officer or other person so authorized may appeal against such decision to the Superintending Engineer concerned within 30 days from the date of decision forwarding simultaneously a copy of his appeal to the Executive Engineer concerned by subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

14. Prohibition regarding representation through lawyer:

- (i) A Workman shall be entitled to be represented in any investigation or enquiry under these regulations by:
 - (a) An officer of registered trade union which he is a member.
 - (b) An officer of a federation of trade unions referred to in clause (a) is affiliated.
 - (c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with, or by any other workman employed in the industry in which the worker is employed.
- (ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by:
 - (a) An officer of an association of employers of which he is a member.
 - (b) An officer of a federation of association of employers to which association referred to in Clause (a) is affiliated.
 - (c) Where the employers is not a member of any association of employers, by an officer of association of employers, connected with or by any other employer, engaged in the industry in which the employer is engaged.
- (iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

15. Inspection of Books and slips:

The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Office or any other person, authorized by the MTNL/ Central Government on his behalf.

16. Submissions of Return:

The contractor shall submit periodical returns as may be specified from time to time.

17. Amendments:

The central Government may from time to time add to it amend the regulations and on any question as to the application interpretation or effect of those regulations the decision of the Superintending Engineer concerned in that behalf shall be final.